

Heard the counsel for the plaintiff.

2. Perused materials available on record, plaint and documents produced along with the plaint and IA-I.

3. The plaintiff has filed the suit for declaration that the registered power of attorney is null and void and for injunction.

4. The plaintiff has also filed IA-I under Order XXXIX Rule 1 and 2 R/w Section 151 of CPC seeking an order of temporary injunction restraining the defendant from entering into any agreement or transaction with respect to the suit property till the disposal of the suit.

5. It is the case of the of plaintiff that plaintiff is the owner in possession of the suit property. He intended to sell the property. Defendant had agreed to purchase the property for Rs.1 Crore. Thereby an agreement of sale was entered into. Defendant also got executed registered power of attorney. Defendant had paid Rs.5,00,000/- through Cheque. Plaintiff insisted to pay more amount. Defendant failed to do so. Plaintiff has not even presented the cheque. Therefore no consideration is passed on power of attorney and agreement of sale. Plaintiff has canceled the power of attorney. However, defendant is

trying to enter into transactions with others on the strength of power of attorney. Therefore, plaintiff was constrained to file the suit as well as IA.

6. In support of his case, the plaintiff has produced copy of General Power of Attorney, Agreement of Sale, Notice issued to defendant, Public Notice and Original Cheque.

7. It is the claimed the plaintiff that no consideration has been passed on GPA and Agreement. Therefore, they are not valid. Plaintiff has produced original cheque issued by defendant. It appears that no consideration has been passed on GPA and Agreement of Sale. Thus, plaintiff has some semblance of case in his favor.

8. The apprehension of the plaintiff is that defendant would enter into transactions with third parties. The apprehension appears to be reasonable. Under such circumstances, if notice is issued, it will cause delay and it may also lead to multiplicity of proceedings. Therefore, I am of the opinion that the plaintiff has made out grounds to grant an order of ex-parte temporary injunction. Accordingly, I proceed to pass the following;

ORDER

Ex-parte ad-interim temporary injunction is granted on IA-I.

Defendant is hereby restrained from entering into any agreement or transaction with respect to the suit schedule property on the strength of GPA Dtd. 29-05-2024 till the next date of hearing.

Issue T.I. order, emergent notice of IA-I to defendant and suit summons to defendant.

Plaintiffs are directed to comply Order 39 Rule 3 of CPC.

Call on 27-01-2025.

Sd/-
(Guruprasad C.)
C/c. III Addl. C. J. & JMFC, Belagavi.