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**IN THE COURT OF SENIOR CIVIL JUDGE,
BAILHONGAL, AT; BAILHONGAL**

PRESENT:

Shri. Ravi Babu Chawan,
B.A. LLB.,
Senior Civil Judge, Bailhongal.

O.S. No.219/2025

Dated this the 26th Day of March, 2026

1) Mr. Rajaramiz S/o Nasir @ Nashiruddin Bagawan,
.....Plaintiff

(By Shri. B.S.G./U.S.K., Advocates)

- Vs. -

1) Shri. Virupakshagouda S/o Shankaragouda Patil
and another,

.....Defendants

(By Sri. B.B.H., Advocate for D1 and D2)

PARTIES TO IA No.I

1) 1) Mr. Rajaramiz S/o Nasir @ Nashiruddin Bagawan,
Age: 35 years, Occ: Agriculture & Business,

R/o Gandigwad, Tq: Khanapur,
Dist: Belagavi.
Presently residing at #3507,
Bagawan Building Unakal Cross,
Vidyanagar, Hubballi, Dist: Dharwad.

.....Applicant/Plaintiff

(By Shri. B.S.G./U.S.K., Advocates)

- Vs. -

1) Shri. Virupakshagouda S/o Shankaragouda Patil,
Age: 45 years, Occ: Agriculture,
R/o: Marikatti village, Tq: Bailhongal,
Dist: Belagavi.

2) Shri. Vishwanath S/o Shankaragouda Patil,
Age: 37 years, Occ: Agriculture,
R/o: Marikatti village, Tq: Bailhongal,
Dist: Belagavi.

.....Respondents/Defendants

(By Sri. B.B.H., Advocate for D1 and D2)

i	Provision under which the application is filed	U/o 39 Rule-1 and 2 R/w Sec.151 of CPC
ii	Relief sought for	To restraining the defendants from alienating the suit property pending disposal of the suit.

iii	The date on which the application is filed	24-07-2025
iv	Number of the application	IA No.I
v	The date on which the objections are filed by the opponent	19-11-2025
vi	The date on which the orders were passed on the said application	26-03-2026

ORDER ON I.A.No.I

The plaintiff has filed the present application under Order XXXIX Rule 1 and 2 R/w Section 151 of CPC seeking temporary injunction restraining the defendants from alienating the suit property pending disposal of the suit.

2. In the affidavit filed in support of the application, the plaintiff has contended that he has filed the present suit for specific performance of contract. It is case of the plaintiff that the defendants being the owners in possession of the suit property, have executed a registered agreement of sale dated 20-04-2017, agree to sell the suit property for a total sale consideration of Rs.25,00,000/- and received part consideration of

Rs.11,00,000/-. The defendants agreeing to receive the balance consideration at the time of execution of a registered sale deed. It is further contended that despite repeated request made by the plaintiff, the defendants have fail to execute the sale deed and have been postponing the same on one or the other protest. The plaintiff asserts that he has always been ready and willing to perform his part of the contract. The plaintiff further contends that recently, he came to know the defendants are attempting alienate the suit property in favour of third parties for higher consideration, with an intention to defeat his contractual rights and to cause monetary loss and hardship. Hence, he seeks an order of temporary injunction.

3. The defendants have filed the written statement denying the plaint averments, it is contended that the plaintiff is attempting to play fraud upon them. It is admitted that there was a transaction between the parties; However, it is contended that the actual agreed sale consideration was Rs.6,26,000/- for acre, totaling about Rs.75,26,250/- for the entire property. According to the defendants, an unregistered agreement of sale was

executed reflecting the actual terms. It is further contended that at the instance of the plaintiff, a registered agreement of sale was executed only as a nominal and sham document to prevent the defendants from entering into dealings with third parties, and the same does not reflect the true intention of the parties. It is also contended that the suit is barred by limitation.

4. Heard the learned counsel for the plaintiff. The defendant, though have filed written statement, have not addressed their arguments.

5. Perused the material available on record.

6. In view of the above rival contentions of both parties, the following points would arise for consideration:

POINTS

- 1) Whether the plaintiff has made out a prima facie case ?
- 2) Whether the balance of convenience lies in favour of plaintiff ?
- 3) Whether the plaintiff would suffer irreparable injury if injunction is refused ?
- 4) What order?

7. My findings on the above points are as follows:

Point No.1: In the affirmative

Point No.2: In the affirmative

Point No.3: In the affirmative

Point No.4: As per final order for the following:

REASONS

8. **Point No.1 to 3:-** Since, these points are inter linked to each other they are taken up together for discussion to avoid repetition of facts.

9. The present suit is one for specific performance of contract based on a registered agreement of sale on 20-04-2017, the plaintiff has produced the registered agreement of sale, which prima facie discloses that the defendants have agreed to sell the suit property and have received part consideration. The execution of a agreement is not holly denied by the defendants, rather, their contention is that the registered agreement is nominal and sham and that the real transaction is reflected in an unregistered agreement. Such rival contention, regarding the nature of the agreement, actual consideration and intention of the parties are matters which require full

fledged trial and evidence, and cannot be conclusively determined at this interlocutory stage. At this stage, this Court requires to consider only whether the plaintiff has made out a prima facie case, whether the balance of convenience lies in his favour, and whether he would suffer irreparable injury if the relief is not granted.

10. The production of a registered agreement of sale prima facie establishes a contractual relationship between the parties. The plea of the defendants that the document is nominal and sham is a matter of defence to be proved during the trial. Further, the contention regarding limitation is also a mixed question of law and fact, which cannot be decided at this stage without evidence. The apprehension expressed by the plaintiff that the defendants are attempting to alienate the suit property appears to be reasonable. Hence, if during the pendency of the suit the defendants are permitted to alienate the suit property, it would lead to the creation of third party interests, thereby complicating proceedings and rendering the decree, if any, ineffective. Therefore, the balance of convenience lies in favour of preserving the property in its present condition so that the rights of the parties can be adjudicated effectively.

11. As already recorded that the plaintiff has made out prima facie case and balance of convenience lies in his favour, under such circumstances, if injunction is not granted and the property is alienated, the plaintiff would suffer irreparable injury, as he would be driven to multiple proceedings against third parties and enforcement of decree would become difficult. Therefore, this Court is of the considered opinion that the plaintiff has made out a prima facie case for protection of the suit property from alienation, and other two ingredients for grant of injunction to grant relief of temporary injunction. Accordingly point No.1 to 3 are answered in the Affirmative.

12. **Point No.4:-** In view of the findings and discussion made on point Nos.1 to 3, this Court deems it fit to pass the following:

ORDER

I.A.No.I filed by the plaintiff
under Order XXXIX Rule 1 and 2 R/w
Sec.151 of C.P.C. is hereby allowed.

The defendants, their agents
or anybody claiming through them

are restrained from alienating or encumbering the suit property till disposal of the suit.

No order as to cost.

Call on for compliance under
section 89 of CPC by 05-06-2026

(Dictated to the stenographer, transcribed by him and corrected, then pronounced by me in the open Court on 26th Day of March 2026)

(Ravi Babu Chawan)
Senior Civil Judge, Bailhongal.

