

KABR310001372025



IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE & J.M.F.C.,
AT DEVANAHALLI.

PRESENT

SRI. PRAVEEN NAYAK, LLM.,

Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.

Dated this day of 20th January, 2026

O.S.No.99/2025

BETWEEN:

Sri. Srinivas. K : **Plaintiffs**
S/o Late Krishnappa and another
(Plt. - By Sri.S.V.S.,Advocate)

AND:

Mr. Peter Rajesh Joachim : **Defendant**
S/o Savari Muthu Joachim
(Dfts - By Sri.R.M.,Advocate)

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i	Provision under which the application is filed	U/o. XXXIX Rule 1 and 2 R/w.Sec.151 of C.P.C. and U/o. XXXIX Rule 4 R/w.Sec.151 of C.P.C,
ii	Relief sought for	Temporary Injunction and vacate the exparte



		Temporary Injunction
iii	The date on which the application is filed	22-01-2025 & 29-07-2025
iv	Number of the application	I.A.No.I and II
v	Date of filing objection	29-07-2025 & 29-11-2025
vi	Date of Pronouncement of Order	20-01-2026

Sd/-
(PRAVEEN NAYAK)
Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.

COMMON ORDER ON I.A. No.I and II

IA No.I has been filed by the counsel for the plaintiff under Order XXXIX Rule 1 and 2 R/w.Sec.151 of C.P.C, seeking ad-interim order of Temporary Injunction to restrain the defendant, his agents or any body claiming through him from alienating the suit schedule properties till disposal of suit.

2. IA No.II has been filed by the counsel for the defendant under Order XXXIX Rule 4 R/w.Sec.151 of C.P.C, to vacate the exparte Temporary Injunction granted in favour of the plaintiff.



3. In the affidavit accompanying I.A.No.1, the plaintiff has stated that he has filed the present suit for Specific Performance of agreement of sale dated 11-12-2023, which has been registered on 14-12-2023. It is stated that the defendant agreed to execute the registered sale deed for a total consideration of Rs.32,00,000/- and received an amount of Rs.30,00,000/- as advance consideration and executed the suit agreement. The defendant has failed to execute the registered sale deed inspite of issuance of legal notice dated 21-11-2024 and repeated demands by the plaintiffs. Hence, prayed to allow the application.

4. In response to suit summons the defendant appeared through his counsel and filed written statement and objection to I.A.No.1. In addition the defendant has filed I.A.No.2 under Order 39 Rule 4 of C.P.C to vacate the Temporary Injunction. In the objection statement to I.A.No.1 and the affidavit accompanying I.A.No.2, the defendant has stated that the plaintiffs have filed false suit against him. It is stated that there is suppression of material facts by the plaintiffs. It is further stated that the suit itself is not maintainable. The defendant is the absolute owner of the suit schedule property. The plaintiffs have no manner of right over the same. One Kemparaju B.K approached the defendant in December-2023 for hand-loan of Rs.30,00,000/- and



promised to return the same within six months. The defendant agreed to lend the loan of Rs.30,00,000/- for an interest at the rate of 5% per month. The defendant lost his job. The defendant lent loan to Kemparaju by mortgaging his house as per the reference of Kemparaju. The said Kemparaju introduced the defendant to one Pavan and Murali. They referred the defendant to the plaintiffs. They took original papers of the defendant and obtained some signatures on blank papers and transferred an amount of Rs.25,00,000/- through RTGS. The amount was transferred from the account of Sumithra and Kanthamma. They paid the remaining amount of Rs.5,00,000/- by cash. Instead of executing Mortgage Deed they got executed the suit agreement in the name of the plaintiffs. Kemparaju did not pay the interest. He issued a cheque for repayment of loan availed by him, which came to be dishonored. The defendant issued legal notice dated 06-06-2025 to Kemparaju. The defendant never entered into Sale Agreement. Hence, prayed to reject I.A.No.1 by allowing I.A.No.2.

5. Heard both sides.

6. **The following points would arise for my consideration:**

1. Whether the plaintiffs prove that they have got prima-facie case and the balance of convenience tilts in their



favour to pass an order of ad-interim injunction on I.A. No.I ?

2. Whether the plaintiffs prove that they will suffer irreparable loss and hardship if temporary injunction order has not been passed on I.A. No.I ?
3. Whether the defendant proves, that the plaintiffs have suppressed material facts while obtaining exparte Temporary Injunction?
4. What order ?

7. My answer to the above points are as follows:

Point No. 1 : **In the Affirmative**

Point No. 2 : **In the Affirmative**

Point No.3 : **In the Negative**

Point No.4 : **As per final Order
for the following**

REASONS



8. **Point No.1:** In order to prove the prima facie case, the plaintiffs have to prove their prima facie right over the suit schedule property. The suit of the plaintiffs is based on the registered agreement of sale dated 11-12-2023. On perusal of the suit agreement it appears that the defendant agreed to sell the suit schedule property for a consideration of Rs.32,00,000/- and received an amount of Rs.30,00,000/- as advance consideration. The balance consideration payable is Rs.2,00,000/-. The suit agreement is a registered document and legal presumption is available in respect of the same. On the basis of the said agreement the present suit and I.A.No.1 came to be filed. The contention of the defendant is that one Kemparaju availed loan from him with promise to repay the same with interest at the rate of 5 % per month. He introduced the defendant to one Pavan and Murali. They introduced the defendant to the plaintiffs. The defendant never intended to execute sale agreement and the same was got registered by obtaining the signatures of the defendant on the blank papers. The intention of the defendant was to execute the Mortgage Deed. The said Kemparaju did not repay the loan amount and the interest.

9. On perusal of the rival contentions, it appears that the defendant has admitted that he is the owner of the suit schedule property. Though, the defendant has denied the very execution of the



Sale Agreement, the registered of sale agreement is on record, which shows that an amount of Rs.30,00,000/- has been received by the defendant. In the written statement the defendant has clearly admitted that an amount of Rs.30,00,000/- has been received by him. It is also admitted that an amount of Rs.25,00,000/- has been transferred from the account of one Sumithra and Kanthamma and the remaining amount of Rs.5,00,000/- has been paid by cash. On perusal of the entire pleadings of the plaintiffs and the defendant the plaintiffs have made out a case which requires trial. The plaintiffs shall be given an opportunity to prove their contention in respect of registered agreement of sale. Accordingly, there is prima facie case in favour of plaintiffs and the balance convenience tilts in their favour.

Hence, I answer Point No.1 in the Affirmative.

10. Point No.2: The entire contention of the plaintiffs is based on the registered agreement of sale. It is admitted fact that the defendant is the owner of the suit schedule properties. Though, the defendant has denied the very execution of agreement of sale dated 11-12-2023, it requires trial to establish the same. If the Temporary Injunction is granted, it will protect the suit schedule property in the present form and no hardship will be caused to defendant. If the Temporary Injunction is vacated, the plaintiffs will definitely suffer



hardship as the defendant may alienate the same in favour of 3rd party. Accordingly, the plaintiffs have made out grounds to grant Temporary Injunction as sought for. **Hence, I answer Point No.2 in the Affirmative.**

11. Point No.3 : The defendant has sought for vacating of exparte Temporary Injunction. It is stated that there is suppression of material facts by the plaintiffs. However, no materials are produced to show that there is suppression of facts by the plaintiffs while obtaining exparte Temporary Injunction. As observed supra, the plaintiffs have made out prima facie case and the balance of convenience tilts in their favour. Under such circumstances, the question of vacating of Temporary Injunction does not arise. The defendant has not made out grounds in this regard. **Hence, I answer Point No.3 in the Negative.**

12. Point No.4 : In view of the above findings, this court proceed to pass the following:

ORDER

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



The defendant, his agents or anybody claiming through him are restrained from alienating the suit schedule properties in favour of 3rd party till disposal of the suit.

I.A.No.II filed by the defendant under Order XXXIX Rule 4 R/w.Sec.151 of C.P.C, is rejected.

No order as to cost.

(Dictated to the Stenographer, transcribed and computerized by her, same is corrected and then pronounced by me in the open court on this the 20th Day of January, 2026).

Sd/-

(PRAVEEN NAYAK)

Prl. Senior Civil Judge & J.M.F.C.,
Devanahalli.