



**IN THE COURT OF I ADDL SENIOR CIVIL JUDGE & JMFC,  
DEVANAHALLI.**

Present: Sri Lokesha M.G., B.A.L.,LL.B.,

**O.S.No.244/2025**

**Dated this the 12<sup>th</sup> day of January, 2026.**

**PLAINTIFFS:** Mr. P.V. Divakar & Another

(By Advocate Sri. H.V.V.,)

**V/s.**

**DEFENDANT:** Mr. Sudananda B.H.

(By Advocate Sri. R.M.D.,)

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|-------------|-------------------------------------------------------------------|----------------------|
| <b>i.</b>   | Provision under which the application is filed                    | 39 Rule 1 & 2        |
| <b>ii.</b>  | Relief sought for                                                 | Temporary Injunction |
| <b>iii.</b> | The date on which the application is filed                        | 13.02.2025           |
| <b>iv.</b>  | Number of the application                                         | 1                    |
| <b>v.</b>   | The date on which the objections are filed by different opponents | 24.07.2025           |
| <b>vi.</b>  | The date on which the orders were passed on the said application  | 12.01.2026           |



**ORDER ON IA.NO.I**

I.A.No.1 is filed by the plaintiffs U/O XXXIX Rules 1 & 2 r/w. Section 151 of C.P.C., restraining the defendant from alienating the suit property in any manner in favour of anybody till disposal of the suit.

**2.** It is stated in the accompanying affidavit that plaintiffs intended to purchase property for their use and benefit. They came across the defendant who offered to sell the suit property. After negotiation, consideration was agreed and fixed at Rs.22,50,000/- payable by the plaintiffs to the defendant for sale of suit property. Accordingly, they have entered into Sale Agreement on 16.07.2022 and paid advance amount of Rs.5 Lakhs to the defendant through Cheque. Nanjamma who is the first vendor as per the Sale Agreement has no objection to pay the amount to the defendant. Accordingly, entire advance amount has been received by the defendant. Original owner Nanjamma and defendant have agreed to execute final conveyance in favour of the plaintiffs. Nanjamma executed Sale Deed in favour of defendant on 29.08.2022.



As per the Sale Deed, defendant has become absolute owner in possession and enjoyment of entire property. He approached the concerned Grampanchayath and obtained E-Katha to execute Sale Deed. Time limit in the agreement for sale of suit property was only 3 months. By which time, defendant agreed to obtain and furnish all the relevant original documents like release of sites from the concerned authority and individual Katha of suit property. They are necessary for the registration. In the agreement, defendant has clearly admitted that he has not created any encumbrance on the schedule property. Subsequent to the period as per the agreement, plaintiffs demanded to fulfill the terms and conditions of the agreement. Defendant has not furnished relevant documents for registration. Hence, plaintiffs have given legal notice on 01.01.2025 through advocate calling upon to comply the terms of the agreement. Plaintiffs have been always ready and willing to pay the balance amount and they have approached the defendants several times and offered to pay balance amount. The defendant has received legal notice and he has not given any reply and not complied the terms. Notice issued to Nanjamma was returned as



deceased. Plaintiffs have paid substantial advance amount and they are ready and willing to pay balance amount. Defendant has ignored and suppressed the fact of entering into agreement and trying to alienate the same to the third parties. There is imminent threat of alienation of suit property by the defendant. Therefore, they are entitled for protection by way of Injunction order. Hence, it is just and necessary to grant Temporary Injunction pending disposal of the suit. Otherwise, purpose of the suit would be defeated. It may result in complications and lead to multiplicity of proceedings. Plaintiffs have prima facie case and balance of convenience lies in their favour. Hence, it is prayed to allow the application.

**3.** The defendant has contended that application is not maintainable. Nanjamma along with her family members was the absolute owner of Sy.No.6/1 measuring 1 Acre 6 Guntas. She acquired the said property in the year 1986. Defendant having interest to purchase property approached her and her family members and after negotiation, Nanjamma along with her family members agreed to sell the said property in favour of defendant and



accordingly registered Sale Agreement dated 03.02.2020 was entered into between them. Defendant has paid Rs.40 Lakhs as advance amount. It was agreed to furnish all the necessary documents. Possession has not been delivered to the defendant under the said agreement. Defendant has paid substantial advance to Nanjamma and her children. After the agreement, they failed to perform the conditions of the agreement and they have failed to execute Sale Deed as per the agreement. Subsequent to agreement, due to pandemic Covid, defendant incurred loss due to non co-operation of the owners of the property in terms of the agreement. Plaintiffs through mediators namely Manjanna and Narayanaswamy approached the defendant in the first week of July 2022 and expressed their intention to purchase the interest of defendant on the said property. Defendant informed that he is not owner and he is agreement holder. In spite of that, plaintiffs demanded to purchase interest of defendant and offered money by way of Cheque and they have stated that they have already spoken with original owner Nanjamma and she is ready and agreed to sell the property in favour of third parties and Nanjamma has no intention to sell the said property



in favour of defendant and pressurized the defendant to co-operate with the plaintiffs to avoid unpleasant atmosphere and litigation. Defendant refused to accept the offer and money from the plaintiffs and disbelieved the version of the plaintiffs. In the third week of July 2022, plaintiffs once again approached the defendant and shown some documents styled as Agreement of Sale dated 16.07.2022 alleged to be executed by Nanjamma and informed the defendant stating that Nanjamma agreed to sell property by way of revenue sites in favour of prospective purchasers for higher price. There is no conversion of revenue sites and there is no approved layout plan in respect of Sy.No.6/1. Documents have been created with intention to frustrate the Sale Agreement in favour of defendant with false boundaries. Defendant believed the version of plaintiffs by seeing the fraudulent documents and thumb impression of Nanjamma. On misrepresentation and pressure of the plaintiffs, defendant believed as if said document is true. After lot of discussion, defendant has been forced to sign as party to the said agreements of sale under misrepresentation pressure and in fraudulent manner. Initially defendant



declined to sign the said documents but later he signed. There was no occasion to read the contents of the the documents. Forcibly, defendant signed the document on misrepresentation. Plaintiffs have suppressed true facts and not approached the Court with clean hands. It was Nanjamma who offered to sell alleged site and other sites in favour of plaintiffs and without making owner of Sale Agreement as party, suit is filed and it is not maintainable. Plaintiffs are not entitled to the relief. Defendant has not executed Sale Agreement in favour of the plaintiffs. Hence, there is no question of avoiding to perform the obligations. With malafide intention and to gain wrongfully, suit is filed. There is no suit schedule property in existence. The boundaries are not tallying and Sale Agreement is created for the purpose of suit in respect of imaginary property. Agreement is not properly stamped. Hence, it is prayed to dismiss the application.

**4.** Heard the learned counsel appearing for the plaintiffs and also the defendant. Perused the applications, affidavits, objections, pleadings and documents produced from the both sides.



5. Upon hearing arguments and on perusal of materials placed on record the following points that arise for my consideration are ;

1. Whether the plaintiffs have established prima-facie case to grant temporary Injunction ?

2. Whether the balance of convenience lies in favour of plaintiffs ?

3. Whether irreparable loss or hardship will be caused to the plaintiffs if Injunction as prayed in I.A.No.I is not granted?

4. What order ?

6. My findings to the above points are as under:

|            |    |                                    |
|------------|----|------------------------------------|
| Point No.1 | :- | In the Affirmative,                |
| Point No.2 | :- | In the Affirmative,                |
| Point No.3 | :- | In the Affirmative,                |
| Point No.4 | :- | As per order for<br>the following: |

### **REASONS**

7. **POINT NO.1:** The plaintiffs have filed the suit for the relief of Specific Performance of Contract on the basis of



Sale Agreement dated 16.07.2022 directing the defendant to execute registered Sale Deed in respect of suit property by receiving balance amount. Suit property is site No.15 carved out of Sy.No.6/1. It is stated that Nanjamma was the owner in possession and enjoyment of entire property in Sy.No.6/1. Nanjamma entered into Sale Agreement with defendant on 03.02.2020. Subsequent to agreement, defendant applied for conversion of the property. To develop layout and to get permission, defendant was in need of financial support. Original owner and defendant jointly agreed to sell the sites to the intending purchasers. Accordingly, plaintiffs agreed to purchase the suit property from Nanjamma and defendant and entered into Sale Agreement on 16.07.2022 for Rs.22,50,000/-. They have also paid Rs.5 Lakhs to the defendant as per the no objection of original owner Nanjamma. There is also acknowledgment in this regard. Mode of payment is by way of Cheque. Balance amount is to be paid at the time of registered Sale Deed to the tune of Rs.17,50,000/-. The duration is also stated, the terms and conditions are also reiterated in the plaint averments. It is also stated about demand to fulfill the terms of the agreement. It is also



stated about failure of defendant in not performing the terms of the contract. It is also stated about issuance of legal notice calling upon Nanjamma and defendant to comply the terms of the agreement. It is also stated that plaintiffs are continuously approaching the defendant to furnish the documents as agreed as per the agreement. But, defendant has postponed. Plaintiffs have paid substantial advance amount and they are always ready and willing to pay the balance amount and they are having sufficient fund for the payment of balance amount. It is also stated that there is imminent threat of alienation of suit property with intention to defeat and deprive the right of the plaintiffs in respect of suit property under the agreement. Cause of action is also stated. Along with the plaint, documents are produced. Sale Deed in the name of Nanjamma in respect of Sy.No.6/1 is produced. Sale Agreement dated 03.02.2020 executed by Nanjamma and her family members in favour of defendant is also produced. It is in respect of Sy.No.6/1 measuring 1 Acre 6 Guntas. Out of that survey number, present suit site is carved. Sale Agreement dated 16.07.2022 is produced. It shows that there was contract between the plaintiffs,



defendant and one Nanjamma. The signatures are also appearing in the said document. Admittedly, It is not registered document. It also appears that stamp duty is not properly paid. Only on the basis of said aspect, it can't be stated that plaintiffs are not entitled to the relief of Temporary Injunction. At the later stage also, duty and penalty can be recovered. The said Sale Agreement is in respect of suit property.

**8.** Copy of Sale Deed dated 29.08.2022 is produced. It has been executed by Nanjamma and her family members in favour of defendant and it is in respect of entire property in Sy.No.6/1 measuring 1 Acre 6 Guntas. It shows that defendant has got ownership right over Sy.No.6/1 including suit site. The said Sale Deed is subsequent to execution of Sale Agreement in favour of the plaintiffs on 16.07.2022. Individual Katha is also reflected in the name of defendant in respect of suit property. Tax is paid in respect of suit property. Legal notice is produced to show the readiness and willingness of plaintiffs in getting the Sale Deed in respect of suit property. Account statement is produced to show the



payment of advance amount in favour of defendant. All the documents produced along with the plaint show the prima facie right in favour of the plaintiffs in respect of suit property under the agreement. If the property is alienated during the pendency of the suit, it will lead to multiplicity of proceedings and it may create complication. The right of the plaintiffs may be deprived off. At this time, only prima facie case is to be looked into. On perusal of entire materials on the record, I am of the opinion that plaintiffs have shown prima facie case. Accordingly, it is necessary to pass restraint order against the defendant restraining him from alienating the suit property during the pendency of the suit.

**9.** The advocate for defendant has filed written argument on I.A.No.1 and produced the rulings reported in **1. 2022 Live Law (SC) 802 in between Maresho Yadorao Mahajan Vs. Vykatesh Sitaram Bhedi, 2. (2005) SCC 733 in between Kasturi Vs. Iyyamperumal & Others, 3. ILR 1992 KAR 3772 in between M/s. Patel Enterprises Vs. M.P.Ahuja, 4. (2011) SCC 147 in between Citadel Fine Pharmaceuticals Vs.**



**Ramanilayam Real Estate Limited & Others, 5. AIR 1996 Cal 279 in between Sohan Lal Dhugra Vs. Dwarakanath Jha, 6. 1990 0 Supreme (Mad) 713 in between T. Palanisamy Gounder Vs. Sanakara Ramanathan, 7. (1995) 5 SCC 545 in between Gujarat Bottling Company Limited & Others Vs. Coca Cola Company & Others, 8. AIR 1979 Orissa 76 in between Ghanashyam Das & Others Vs. Muralidhar & Others, 9. AIR 1992 DEL 197 in between M/s. Seemax Construction Private Limited Vs. State Bank of India & Another, 10. (2007) 8 SCC 449 in between Prestige Lights Limited Vs. State Bank of India, 11. 2010 SCC Online KAR 5317 in between Bangalore Golf Club Limited Vs M.R. Doreswamy Iyengar and 12. 2008 SCC Online DEL 1385 in between ESPN Star Sports Vs. Global Broadcast News Limited.** It is held that necessary party is a person who ought to have been joined as party and in whose absence, no effective decree can be passed by the Court. It is also held that prima facie case includes the maintainability of the suit and if suit is not maintainable, Temporary Injunction order can't be granted. It is also held that if there is suppression of



material facts, relief can't be granted. It is also held that if the plaintiffs have not come with clean hands, they are not entitled to the relief of Temporary Injunction. It is also held that if the conduct is not fair and plaintiff didn't disclose all the facts, relief can't be granted. It is also held that plaintiff has to show prima facie case to grant Temporary Injunction order. The principles and observations made in the above said Judgments are not helpful to the defendant at this stage in this case. Because in the objection, it is stated that defendant has put signature under pressure and forcibly and he has not read out the contents of the documents and the documents are created for the purpose of the suit. He has also stated that in fraudulent manner, signature has been taken. At this time, it can't be opined about the said aspect. It requires trial. The defendant is also at liberty to prove the said contention. But, at this stage, only prima facie case is to be looked into. On perusal of entire materials on the record, I am of the opinion that there is prima facie case in favour of the plaintiffs. The defendant has taken so many contentions in the objection and in the pleading. They are kept open to be proved at the time of trial. Hence, on



perusal of entire materials on the record, I am of the opinion that objection is not sustainable and there are prima facie grounds in the application to grant Temporary Injunction order. Accordingly, I answer Point No.1 in the **“AFFIRMATIVE”**.

**10. POINT NO.2:-** The plaintiffs have made out prima-facie case in this case. To grant Temporary Injunction in favour of the plaintiffs, they have to show that there is balance of convenience in their favour more than the defendant. On perusal of materials on the record, the balance of convenience lies in favour of the plaintiffs, when it is compared with the defendant case. Because, if the schedule property is alienated by the defendant, the plaintiffs will have no other way to get the relief. Therefore, I am of the opinion that the plaintiffs have also shown the balance of convenience to grant Temporary Injunction. Accordingly, I answer the Point No.2 in the **“AFFIRMATIVE”**.

**11. POINT NO.3:** The plaintiffs have also to establish that if the Temporary Injunction is not granted, they will be



put to greater hardship. The defendant has also to show that he will be put to greater hardship, if the Temporary Injunction is granted in favour of the plaintiffs. But, there are materials to show that the greater hardship will be caused to the plaintiffs if application is rejected. Therefore, the contentions of the defendant is to be considered at the time of trial. Hence, I am of the opinion that the plaintiffs have also shown that they will be put to greater hardship, if the temporary Injunction is not granted. Accordingly, I answer the Point No.3 in the **"AFFIRMATIVE"**.

**12. POINT NO.4:** As per the above discussion, I pass the following :

**ORDER**

I.A.No.I filed by the plaintiffs Under Order 39 Rule 1 and 2 read with Section 151 of C.P.C. is hereby allowed.

The defendant his agents are hereby restrained from alienating the



suit schedule property in any manner  
till disposal of the suit.

(Dictated to the Stenographer, transcribed and computerized  
by her, transcript revised, corrected and pronounced by me, in the  
Open Court, dated this the **12<sup>th</sup>** day of **January, 2026**).

Sd/-

**(Lokesha.M.G.)**

**I Addl Sr.Civil Judge & Jmfc.,  
Devanahalli.**

