



**IN THE COURT OF THE II ADDITIONAL CIVIL JUDGE AND
JMFC., AT DEVANAHALLI**

Present: Sri. Kenchanagouda Patil B.A. LLB.
II Addl. Civil Judge & JMFC.,
Devanahalli.

Dated this 17th day of February, 2026

O.S.No.361/2022

Plaintiff/s : Sri. Lakshmaiah
S/o late. Chinnappaiah,
Aged about: 75 years,
R/at: Bettenahalli Village,
Kundana Hobli,
Devanahalli Taluk.

(Rep. by Sri. Muniraju-Advocate)

V/S

Defendant/s: Sri. Ravikumar,
Field Incharge Officer,
Adarsh Developers,
Adarsh Group,
Office at. Settenahalli Village,
Chapparadakallu Road,
Kundana Hobli
Devanahalli Taluk.

(Rep. by Sri. Vivek Anend Anthony Beitto -Advocate)

PARTIES TO I.A. NO. I

Applicant/ Plaintiff :Sri. Lakshmaiah
S/o late. Chinnappaiah,

V/s

Opponent/Defendant : Sri. Ravikumar,
Field In-charge Officer,



I.	Provision under which the application is filed	Under Order XXXIX Rule 1 and 2 of C.P.C.
II.	Relief sought for	To restraining the defendant his agents or anybody acting through him from interfere with the suit schedule property, till pending disposal of suit.
III.	The date on which the application is filed	24-08-2022
IV.	Number of the application	One
V.	The date on which the objections are filed by different opponents	16-02-2023
VI.	The date on which the orders was passed on the said application	17-02-2026

ORDERS ON I.A NO. I FILED BY THE PLAINTIFF
UNDER ORDER XXXIX RULE 1 AND 2 OF CPC

The plaintiff has filed I.A No. I under Order XXXIX Rule 1 and 2 of Code of Civil Procedure praying for grant an Ad-interim order of temporary injunction, to restraining the defendant, his agents or anybody acting through him from interfering with the suit schedule property, till pending disposal of the above suit.

SCHEDULE

The land bearing Sy. No. 108 to an extent of 02 acres,



situated at Bettenahalli Village, Kundana Hobli,
Devanahalli Taluk, bounded on:

East by : Defendant's property;

West by : Land in Sy.No.109;

North by : Lands of Krishnapppa,
Ramalakshamma and Gundappa;

South by : Land of Muniraju;

2. Brief facts of the plaintiffs' case are as follows:

That the plaintiff has sworn an affidavit in support of I.A No.1, wherein he has stated that, the plaint averments may be read as part and parcel of this affidavit to avoid repetition of facts and that he in exclusive possession of the suit schedule property and the defendant has no manner of right title over the suit schedule property and he seriously apprehend that the defendant taking undue advantage of his illiteracy and ignorance trying to interfere with the schedule property and also claiming the same and the defendant may at any point of time take the law to his hands to dispossess him from the schedule property and if his application is not allowed he will be put to great loss and injury and the



balance of convenience is lies in his favour. **With these assertions, the Plaintiff has sought for allowing I.A. No. 1.**

3. On the other hand, in response service of suit summons the defendant has appeared before the Court through his counsel and filed his statement of objections to I.A. No. I. In the statement of objection it is contended that the Plaintiff has filed the above application seeking for an ad-interim order of injunction against the Defendant restraining him his agents, or anybody acting through him to interfere with the suit Schedule Property pending disposal of the suit in the interest of Justice and Equity and the Plaintiff id frivolous in so far as Survey No. 108 measuring 2 Acres of Bettenahalli Village, Kundanahalli Hobli, Devanahallu Taluk, Bangalore Rural District. Which is morefully described in the Schedule hereunder and hereinafter referred to as the Suit Schedule Property is concerned is not maintainable either in law or on facts and the same is liable to be dismissed in limine and that since, prima facie the application itself



is not maintainable in so far as the suit Schedule Property is concerned, and hence the question of granting an interim order of injunction as against the Defendant does not arise and he have filed detailed Written Statement to the plaint filed by the Plaintiff in the above suit and he pray that the averments contained in the Written statement filed by him may be read as part and parcel of this statement of objections. he also beg to rely upon the documents filed along with the Written statement and the Plaintiff is guilty of suppression Veri, suggestion falsi as the Plaintiff has suppressed the material hereinabove and has also mis-represented about the suit. Therefore, the Plaintiff has not come with clean hands. In view of the same, the Plaintiff is not entitled to equitable discretionary reliefs as sought for in the plaint. It is pertinent to point out that application filed under Order 39 Rule 1 and 2 of the Civil Procedure Code is filed by Sri. Lakshmaiah but the Affidavit is affirmed by his son Sri. B.L.Srinivas. The Plaintiff has not made the real owner of the suit schedule Property as a Defendant but



has chosen to make one of the employees of M/s Shresta Infra Projects Private Limited as a Defendant and the above application deserves to be rejected on merits also for the reason set put in the succeeding paragraphs and the Plaintiff by filing the above suit clearly establishes his intention to harass this Defendant by making illegal demands and wrongfully enriching himself. Hence the Plaintiff is not entitled to any relief from the hands of this Hon'ble Court also, the suit is liable to be dismissed with exemplary cost and the Vendors to the Sale deed dated 02.06.2018 being desirous of disposing off the Suit Schedule Property to meet their legal necessities to make alternative investments as the suit Schedule Property was not yielding any income as required by the Vendors, the Vendors to the Sale Deed dated 02.06.2018 offered to sell the suit Schedule Property to M/s Shresta Infra Projects Private Limited upon purchase of the suit Schedule Property got the E-Katha transferred in its name vide Panchayat E-Katha for Sy Nos. 108/2, 108/3, 108/4 and 108/5 and the taxes have also been paid for the period



2020-2021. Thus M/s Shresta Infra Projects Private Limited has become the absolute owner of the suit Schedule Property and is in uninterrupted and peaceful possession of the same ever since the date of purchase and that M/s Shresta Infra Projects Private Limited made all enquires necessary for purchasing of the suit Schedule Property and is a bonafide purchaser of the suit Schedule Property without notice of any encumbrance. From the above facts, it is clear that M/s Shresta Infra Projects Private Limited became the absolute owner in possession of the suit Schedule Property. Hence, the suit filed by the Plaintiff is liable to be dismissed. Further it is contended that the Mr. Rudolph Mascarenhas s/o late. Louis Mascarenhas who was represented by his Power of Attorney Holder, Mr. J.M.Chandrappa purchased Item No. 1 of the schedule property from Sri. Chinnaswamappa @ Chinnaswamy s/o Sri. Byanna, jointly with his children Ramappa, Gullappa, Muniyappa, Rajanna. B.C and duly consented by his wife Muniyamma and the same is evident vide Sale Deed dated 04.06.2005, registered as



document No. DNH-1-01172-2005-06, Book-1, stored in CD No. DNHD51, at the office of the Sub-Registrar, Devanahalli and the Mutation was transferred in his name which is evident vide Mutation Register Extract bearing MR No. 10/2005-06 and that after acquiring the said property, Mr. Rudolph Mascarenhas got the land converted from agricultural to Non-Agricultural residential use vide Official Memorandum dated 05.12.2017, bearing No. ALN:(D.K)S.R 39/2017-18, from the Deputy Commissioner, Bangalore Rural District for the change of land use from agricultural to non agricultural use to the said property and that desiring to develop the said land along with other lands Mr. Rudolph Mascarenhas, Mr. K.G. Jairam and others entered into Joint Development Agreement hereinafter referred to as JDA with Mr. K.G.Jairam and others, dated 14.03.2007 with Adarsh Developers and the same is registered as Document No. 9353/2006-07, Book-1, stored in CD No. DNHD124, at the office of the Sub-Registrar, Devanahalli. The JDA was cancelled. Subsequently Mr. Rudolph



Mascarenhas and Mr. K.G.Jairam and others intended to dispose off their share in Item No.1, they arrived at an arrangement with Mr. Jayesh K.Chande and Mr. Deepak K.Thakkar (being confirming party) to sell Item No.1 of the schedule Property and as a result of the same entered into the Agreement to Sell with M/s Akash Residence Private Limited, dated 22.03.2013 registered as document No. 8861/2012-13, Book-1, stored in CD No. DNHD316, at the office of the Sub-Registrar, Devanahalli, thereupon M/s Akash Residence Private Limited not being interested to proceed with the purchase entered into an Assignment Agreement dated 30.05.2018, assigning all its rights and interest acquired by it under the said Agreement and nominated M/s Shreshta Infra Projects Private Limited and that M/s Shreshta Infra Projects Private Limited. Purchased from Mr. Rudolph Mascarenhas and others in terms of the sale Deed dated 02.06.2018, registered as document No. DNH-1-01473-2018-19, stored in CD No.DNHD667, at the office of the Sub-Registrar, Devanahalli and the immovable property being the



agricultural dry land in Survey No 108/Block-1 measuring 2 Acres 10 Guntas situated in Bettenahalli Village, Kundana Hobli Devanahalli Taluk, Bengaluru Rural District was originally a granted land hereinafter referred to as Item No.2 of the schedule property hereunder, and the same being granted to one Smt. Ramalakshamma, w/o Late Sri. Krishnappa, since the said land is the granted land with conditions of non-alienation period of 15 years Smt. Ramalakshamma obtained permission from the competent Authority to sell the said land by paying the necessary charges. The Grant Certificate dated 15.09.1998 bearing No. (K) 56/97-98, Saguvali Chit No. 33/98-99 issued by the Thaslildar, Devanahalli Taluk under the provisions of the Karnataka Land Revenue Act/Land Grant Rules in the name of Smt. Ramalakshamma. The RTC for the period 2001-02 for Survey No 108/1 measuring 2 Acres 10 Guntas reflects the name of Smt. Ramalakshamma, w/o Late Sri. Krishnappa as the Kabjeddar/Swadheenadar as well as in Column No. 12(2) with respect to Item No. 2 of the



schedule property based on MR No. 4/98-99 and Mr. Rudolph Mascarenhas S/o late Louis Mascarenhas purchased Item No. 2 of the schedule property from Smt. Ramalakshamma and her children Sri. Nagesh and Smt. Sukanya in terms of the Sale Deed dated 08.06.2005 registered as document No. 1198/2005-06 stored in CD No DNHD51 at the Office of the Sub Registrar Devanahalli and the mutation was transferred in his name which is evident from the Mutation Register extract bearing MR No. 1/2005-06 and after acquiring the said land Mr. Rudolph Mascarenhas obtained permission Vide Official Memorandum dated 05.12.2017, bearing No. ALN: (DK) SR 40/2017-18, from the Deputy Commissioner, Bangalore Rural District for the change of land use from agricultural to non- agricultural residential use with respect to the said land and that desiring to develop the said land along with other lands Mr. Rudolph Mascarenhas, Mr. K.G.Jairam and others entered into Joint Development Agreement dated 14.03.2007, with Adarsh Developers and the same is registered as



Document No. 9353/2006-07, Book-1, stored in CD No. DNHD124, at the office of the Sub-Registrar, Devanahalli. The JDA was subsequently cancelled. Subsequently Mr. Rudolph Mascarenhas and Mr. K.G.Jairam intended to dispose off their share in Item No.1, they arrived at an arrangement with Mr. Jayesh K.Chande and Mr. Deepak K.Thakkar (being confirming party) to sell Item No.1 of the schedule Property and as a result of the same entered into an Agreement to Sell with M/s Akash Residence Private Limited, dated 22.03.2013 registered as document No. 8861/2012-13, Book-1, stored in CD No. DNHD316, at the office of the Sub-Registrar, Devanahalli, thereupon M/s Akash Residence Private Limited not being interested to proceed with the purchase, entered into an Assignment Agreement dated 30.05.2018, assigning all its rights and interest acquired by it under the said Agreement and nominated M/s Shreshta Infra Projects Private Limited and that M/s. Shreshta Infra Projects Private Limited purchased the said land from Mr. Rudolph Mascarenhas and others in terms of the Sale Deed dated 02.06.2018



registered as document No. DNH-1-01485-2018-19 stored in CD No. DNHD 667 at the Office of the Sub Registrar, Devanahalli and the immovable property being the agricultural dry land in Survey No 108/B1 measuring 1 acre 14 guntas situated in Bettenahalli Village, Kundana Hobli Devanahalli Taluk, Bengaluru Rural District was originally a granted land hereinafter referred to as Item No.3 of the schedule property and the same being granted to one Sri. Ramappa s/o Sri. Chinnaswamy, since the said land is a granted land with condition of non-alienation period of 15 years, Sri. Ramappa obtained necessary permission from the competent authority to sell the land in Item No. 3 of the schedule property, by paying the necessary charges. The Grant Certificate dated 21.01.1999, bearing No. (K) 58/98-99, Saguvali Chit No. 103/98-99 issued by the Tahsildar, Devanahalli Taluk, under the provisions of the Karnataka Land Revenue Act/Land Grant Rules in the name of Sri. Ramappa, The RTC for the period 2001-02 for Sy No. 108/B1 measuring 1 acre 14 guntas reflects the name of Sri. Ramappa s/o



Chinnaswamy as the Kabjedhar/Swadheenadhar with respect to Item No.3 of the schedule property based on MR 14/99-2000 and Mr. Rudolph Mascarenhas S/o late.Louis Mascarenhas who was represented by his Power of Attorney Holder, Mr. J.M.Chandrappa purchased Item No. 3 of the schedule property from Sri. Ramappa s/o Sri. Chinnaswamy, jointly with his children Srinivasa and Munirathna and the same is evident vide Sale Deed dated 04.06.2005, registered as document No. DNH-1-01171-2005-06, Book-1, at the office of the Sub-Registrar, Devanahalli. Subsequently the Mutation was transferred in his name which is evident from MR No. 7/2005-06 and that after acquiring the said property, Mr. Rudolph Mascarenhas obtained permission vide Official Memorandum dated 05.12.2017, bearing No. ALN: (D.K)S.R 38/2017-18, from the Deputy Commissioner, Bangalore Rural District for the change of land use from agricultural to non - agricultural residential use with respect to the said land and that desiring to the develop the said land along with other lands Mr. Rudolph



Mascarenhas, Mr. K.G.Jairam and others entered into a Joint Development Agreement, dated 14.03.2007, with Adarsh Developers and the same is registered as Document No. 9353/2006-07, Book-I, stored in CD No. DNHD124, at the office of the Sub-Registrar, Devanahalli. Subsequently Mr. Rudolph Mascarenhas and Mr. K.G.Jairam intended to dispose off their share in Item No.1 of the Schedule Property and they arrived at an arrangement with Mr. Jayesh K.Chande and Mr. Deepak K.Thakkar (being confirming party) to sell Item No.1 of the schedule Property and as a result of the same entered into an Agreement to Sell with M/s Akash Residence Private Limited, dated 22.03.2013 registered as document No. 8861/2012-13, Book-I, stored in CD No. DNHD316, at the office of the Sub-Registrar, Devanahalli, thereupon M/s Akash Residence Private Limited not being interested to proceed with the purchase entered into an Assignment Agreement dated 30.05.2018, assigning all its rights and interest acquired by it under the said Agreement and nominated M/s Shreshta Infra Projects Private Limited.



Further it is contended that M/s Shreshta Infra Projects Private Limited. purchased from Mr. Rudolph Mascarenhas and others in terms of the Sale Deed dated 02.06.2018, registered as document No. DNH-I-01475-2018-19, stored in CD No. DNHD667, at the office of the Sub-Registrar, Devanahalli and the immovable property being the agricultural dry land in Survey No 108/83 measuring 1 Acre 10 guntas situated in Bettenahalli Village, Kundana Hobli Devanahalli Taluk, Bengaluru Rural District was originally a granted land and the same being granted to one Sri. Muddappa s/o late Sri Rangappa, the same is evident vide Grant Certificate dated 12.08.1998, bearing No. (K) 56/97-98, Saguvali Chit No.28/95-96 issued by the Tahsildar, Devanahalli Taluk, under the provisions of the Karnataka Land Revenue Act/Land Grant, since the said land is a grant land with condition of non-alienation period of 15 years, Sri. Muddappa obtained necessary permission from the competent authority to sell the granted land, by paying the necessary charges. The RTC for the period 2001-02



for Sy No. 108/B3 measuring 1 Acre 30 guntas reflects the name of Sri. Mudappa s/o Rangappa as the Kabjedhar/Swadheenadhar, based on MR 5/98-99 and that Mr. Rudolph Mascarenhas s/o late. Louis Mascarenhas who was represented by his Power of Attorney Holder, Mr. J.M.Chandrappa purchased an extent of 30 guntas(out of 1 Acre 30 Guntas) from Sri.Muddappa @ Mudda Rangappa s/o Sri. Late Sri. Rangappa, jointly with his children Rangaswamy, Radhamma and Prakash, hereinafter referred to as Item No.4 of the schedule property and the same is evident vide Sale Deed dated 10.06.2005, registered as document No. DNH-1-01248-2005-06, Book-I, at the office of the Sub-Registrar, Devanahalli. Subsequently the Mutation was transferred in his name for Sy No. 108/B3 is transferred in the name of Mr. Rudolph Mascarenhas as is evident in MR 6/2005-06 and after acquiring the said property, Mr. Rudolph Mascarenhas obtained permission vide Official Memorandum dated 05.12.2017, bearing No. ALN:(D.K)S.R 41/2017-18, from the Deputy



Commissioner, Bangalore Rural District for the change of land use from agricultural to non agricultural residential use with respect to the said property and that desiring to develop the said land along with other lands Mr. Rudolph Mascarenhas, Mr. K.G.Jairam and others entered into Joint Development Agreement with Adarsh Developers, dated 14.03.2007, registered as Document No. 9353/2006-07, Book-1, stored in CD No. DNHD124, at the office of the Sub-Registrar, Devanahalli. The JDA was subsequently cancelled. Thereafter Mr. Rudolph Mascarenhas and Mr. K.G.Jairam intended to dispose off their share in Item No.1, they arrived at an arrangement with Mr. Jayesh K.Chande and Mr. Deepak K. Thakkar (being confirming party) to sell Item No.1 of the schedule Property and as a result of the same entered into the Agreement to Sell with M/s Akash Residence Private Limited, dated 22.03.2013 registered as document No. 8861/2012-13, Book-I, stored in CD No. DNHD316, at the office of the Sub-Registrar, Devanahalli, thereupon M/s Akash Residence Private Limited not being interested to



proceed with the purchase entered into an Assignment Agreement dated 30.05.2018, assigning all its rights interest acquired by it under the said Agreement and nominated M/s Shreshta Infra Projects Private Limited and that M/s Shreshta Infra Projects Private Limited. purchased from Mr. Rudolph Mascarenhas and others in terms of the Sale Deed dated 02.06.2018, an extent of 30 Guntas out of 1 Acre 30 Guntas in Bettanahalli Village Kundana Hobli, Devanahalli Talulk and the same is registered as document No. DNH-1-01486-2018-19, stored in CD No. DNHD667, at the office of the Sub-Registrar, Devanahalli. The Balance of convenience does not lie in favour of the plaintiff and that if an ad-interim ex-parte order of injunction as sought for is granted, this defendant will be put into irreparable loss and injury. on the other hand, if no order is passed granting ad-interim ex-parte order of injunction in the suit Schedule property as he is not the owner of the same and he is not in possession of the same, balance of convenience lies in



favour. **With these contentions the defendant has sought for rejection of I.A. No. I.**

4. On perusal of the pleadings, application along with affidavit and list of documents produced along with pleadings, the following points that arise for the Court consideration:

POINTS

- 1. Whether the plaintiff has made out a prima facie case for grant of an order of equitable relief of temporary injunction as sought in I.A. No. I against the defendant?**
- 2. Whether the balance of convenience lies in favour of the plaintiff?**
- 3. Whether the plaintiff would suffer irreparable loss or injury if the Court refuses to grant temporary injunction as sought in I.A. No. I against the defendant?**
- 4. What order?**
- 5. Heard the arguments on present interim application No. I by the learned counsel appearing for the defendant.**



In spite of granting sufficient time neither plaintiff has appeared before the Court nor addressed the arguments on this application. Hence, arguments on this application from the plaintiff side was taken as not argued.

6. Upon hearing of arguments from defendant side and on perusal of pleadings averments and list of documents, the Court answers to the above said points are as hereunder:

- | | | |
|-------------|---|--|
| Point No. 1 | : | In the Negative . |
| Point No. 2 | : | In the Negative . |
| Point No. 3 | : | In the Negative . |
| Point No. 4 | : | As per the final order
for the following reasons. |

::REASONS::

7. This suit is filed by Plaintiff against Defendant for seeking the relief for permanent injunction to restraining the defendant, his agent, legal heirs or anybody claiming or behalf of him from interfering with the peaceful possession and enjoyment of the suit schedule by the plaintiff and grant such other relief including cost of the suit etc.,



- 8.** That the plaintiff to prove a prima facie case has produced copy of the acknowledgment issued by the Vishwanathapura Police, copy of the complaint, copy of the RTC, copy of the R.R., copy of the Akar band and Photographs.
- 9.** In spite of granting sufficient time neither plaintiff has appeared before the Court nor addressed the arguments on this application. Hence, arguments on this application from the plaintiff side was taken as not argued.
- 10.** Apart from that the defendant in support of his defense has produced various documents i.e. copy of the RTC's for the period 1968-69 to 1972-73 for Sy No. 108, certified copy of the RTC for the period 1973-74 to 1977-78 for Sy No. 108, certified copy of the RTC for the period 1978-79 to 1982-83 for Sy No. 108, certified copy of the RTC for the period 1983-84 to 1988-89 for Sy No. 108, certified copy of the RTC for the period 1988-89 to 1990-91 for Sy No. 108, certified copy of the Grant Certificate dated 12.08.1998, bearing No. (K) 56/97-98, Saguvali



Chit No. 27/98-99 issued by the Tahsildar, Devanahalli Taluk in the name of Sri. Chinnaswamappa, copy of Official Memorandum for sale permission dated 24.05.2005 in the name of Sri. Chinnaswamapa, certified copy of the RTC for the period 2001-02 with respect to Sy No. 108/2 measuring 13 guntas, MR 6/98-99 based on grant in the name of Sri. Chinnaswamappa, copy of the Sale Deed dated 04.06.2005, registered as document No. DNH-1-01172-2005-06. Certifide copy of the MR No. 10/2005-06 in the name of Mr. Rudolph Mascarenhas, Copy of the Official Memorandum dated 05.12.2017, bearing No. ALN:(D.K)SR39/2017-18, certified copy of the Sale Deed dated 02.06.2018, registered as document No. DNH-I-01473-2018-19, copy of grant Certificate dated 12.08.1998 bearing No. (K) 56/97-98, Saguvali Chit No. 33/98-99 in the name of Smt. Ramalakshmakka, Copy of official Memorandum dated 24.05.2005 for sale permission in the name of Smt. Ramalakshmakka, certified copy of the RTC for the period 2001-02 for Survey No 108/1, Copy of the MR No. 4/98-99, Copy of



Sale Deed dated 08.06.2005 registered as document No. 1198/2005-06. Copy of the MR No. 1/2005-06, copy of the Official Memorandum dated 05.12.2017, bearing No. ALN: (DK) SR 40/2017-18, copy of the Sale Deed dated 02.06.2018 registered as document No. DNH-1-01485-2018-19, Copy of the Grant Certificate dated 21.01.1999, bearing No. (K) 58/98-99, Saguvali Chit No. 103/98-99 in the name of Sri. Ramappa, copy of the Official Memorandum dated 24.05.2005 for sale Permission, The RTC for the period 2001-02 for Sy No. 108/B1, copy of MR 14/99-2000, copy of the Sale Deed dated 04.06.2005, registered as document No. DNH-1-01171-2005-06, Copy of the MR No.7/2005-06, copy of the Official Memorandum dated 05.12.2017, bearing No. ALN: (D.K)S.R 38/2017-18, copy of Sale Deed dated 02.06.2018, registered as document No.DNH-I-01475-2018-19, Grant Certificate dated 21.01.1999, bearing No. (K) 56/97-98, Saguvali Chit No.28/95-96 in the name of Sri. Muddappa, Official Memorandum dated 24.05.2005 for sale permission in the name of Sri. Mudappa, The



RTC for the period 2001-02 for Sy No. 108/B3, MR 5/98-99, Sale Deed dated 10.06.2005, registered as document No. DNH-1-01248-2005-06, copy of the Official Memorandum dated 05.12.2017, bearing No. ALN: (D.K)S.R 41/2017-18, copy of Sale Deed dated 02.06.2018, registered as document No. DNH-I-01486-2018-19, certified Panchayath E-Katha for 108/2, certified Panchayath E-Katha for 108/3, Panchayath E-Katha for 108/4, certified Panchayath E-Katha for 108/5, Copy of Tax Paid receipt for the year 2017-18 with respect to Sy No. 108/2, copy of Tax Paid receipt for the year 2017-18 with respect to Sy No. 108/3, copy of Tax Paid receipt for the year 2017-18 with respect to Sy No. 108/5, copy of plaint in OS No. 341/2023 and copy of the order sheet in OS No. 341/2023.

11. That learned counsels appearing for the defendant has vehemently argued that the plaintiff has not made out a prima facie case and the balance of convenience it not lies in favour of the plaintiff. Hence, the plaintiff has not entitled interim order of injunction. Hence, he prays



to rejection of the I.A. No. I.

12. That the rival contentions of the parties as already are stated above, therefore, it is not necessary to repeat the rival contentions.

13. On careful perusal of the entire pleadings and materials placed before the Court, it appears to the Court that main dispute between the parties is that whether the defendant is trying to interfere with the peaceful possession and enjoyment of the suit schedule property by the plaintiff?

14. On careful perusal of the pleadings, documents and after hearing of arguments from defendant side, it appears to the Court that, the plaintiff's case is founded purely on alleged long possession over Government gomala land and pendency of Form No. 53 seeking grant. It is pertinent to note that, the plaintiff has not produced any document to show lawful possession such as RTC standing in his name, mutation entry, tax paid receipt, cultivation records or any order of grant. The RTC produced by the plaintiff reflects the land as Govt. land.



No copy of Form No. 53 application or acknowledgment from the competent authority is produced before this Court. Mere filing of application for grant does not confer any right, title or lawful possession.

15. On the other hand, the defendant has produced registered sale deeds tracing title from original grantees, mutation extracts and conversion orders. The revenue records placed on record prima facie indicate entries in the name of predecessors-in-title and subsequently in the name of M/s. Shreshta Infra Projects Private Limited.

16. Further, the plaintiff has sought injunction against an individual who claims to be merely a filed officer of the company, whereas the documents indicate that the company is the purchaser of the property. The non-impleadment of the company, which is alleged to be the owner, raises a serious doubt regarding maintainability. Admittedly in a suit for injunction, the primary consideration is possession. The plaintiff must establish lawful or settled possession as on the date of suit. Except self-serving averments and police complaint,



no material is produced to show settled possession.

17. The Hon'ble Supreme Court of India and Hon'ble High Courts have consistently held that a person in unauthorized occupation of Government land cannot seek equitable relief of injunction against the true owner. In the present case, the plaintiff has not placed any prima facie material to show lawful or settled possession. On the contrary, the defendant has placed documentary evidence of title and revenue entries. At this interlocutory stage, the plaintiff has also failed to produce convincing material to prima facie establish actual interference by the defendant, except making bald allegations. Therefore, at this stage the plaintiff has not made out prima facie case to grant temporary injunction. Therefore, the plaintiff has not entitled to temporary injunction as claimed in the interim application. Accordingly, the Court answered the Point No. 1 in the **Negative**.

18. Point No. 2: The second condition for granting interim injunction is that the balance of convenience must be in favour of the applicant. In other words, the



court must be satisfied that the comparative mischief, hardship or inconvenience which is likely to be caused to the applicant by refusing the injunction will be greater than that which is likely to be caused to the opposite party by granting it.

19. The balance of convenience must tilt in favour of the party who would suffer greater hardship. The plaintiff claims possession without documentary support. The defendant relies upon registered conveyance, mutation entries, conversion orders and tax paid receipts. If the injunction is granted, it would restrain the recorded owner and its representative from dealing with the property despite prima facie documentary title in their favour. If the injunction is refused and ultimately the plaintiff proves possession at the time of trial, appropriate relief can be granted.

20. The existence of prima-facie case in these matters of granting injunction is really harbinger to investigate other points as per principal cited in the decision of **Gourishankar Swamigalu Vs. Siddaganga Mutta** has



reported in **ILR 1989 Karnataka 1701** and it has been further held that if there is no prima-facia case at all or the case put forward is so weak and tainted having very little prospect of being accepted by the Court, further questions of balance of convenience and irreparable loss need not be considered since the plaintiff would fall at the very first stile itself. The relief of injunction is remedy in equity. Hence, such relief must be bestowed only on whose reputation and hands are both spotlessly clean. In the light of discussion made about the Court is of the opinion that balance of convenience does not lies in the favour of the plaintiff. Accordingly, the Court answered the Point No. 2 in the **Negative**.

21. Point No. 3: The existence of a prima facie case alone does not entitle the applicant for a temporary injunction. The applicant must further satisfy the court about the third condition by showing that he will suffer irreparable injury if the injunction as prayed is not granted and that there is no other remedy open to him by which he can protect himself from the consequences of



apprehended injury. The balance of convenience doesn't lean in favour of the Plaintiff and if the equitable relief of temporary injunction is not granted in favour of the Plaintiff, then he will not be put to any such hardship. Accordingly, the Court answered the Point No. 3 in the **Negative.**

22. Point No.4: For the above said reasons and discussions the Court proceed to pass the following order:

ORDER

**The interim application No. I
filed by the plaintiff against the
defendant Under Order XXXIX
rule 1 and 2 of CPC is hereby
rejected.**

No order as to cost.

For framing of issues by

11.03.2026.

(Typed by me directly on my laptop and the same is revised, corrected and then order pronounced by me in the open court on this **17th day of February, 2026.**)

Place: Devanahalli.

Date: 17.02.2026

[Sri. Kenchanagouda Patil]
II Addl. Civil Judge and J.M.F.C.
Devanahalli.





ORDER PRONOUNCED IN THE OPEN COURT
(VIDE SEPARATE)
ORDER

The interim application No. I
filed by the plaintiff against the
defendant Under Order XXXIX rule 1
and 2 of CPC is hereby rejected.

No order as to cost.

For framing of issues by
11.03.2026.

[Sri. Kenchanagouda Patil]
II Addl. Civil Judge and J.M.F.C.
Devanahalli.