

KABR410002892025



**IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC, AT**

**DODDABALLAPURA.**

**Dated this the 24<sup>th</sup> day of April 2026.**

**PRESENT: SMT. SHILPA.H.A.**

**B.A.L., LL.B.,**

**Senior Civil Judge & J.M.F.C.**

**Doddaballapura.**

**O.S.No.251/2025**

**Plaintiffs:**

- 1. SRI. M. PRASHANTH KUMAR**  
S/o Late K. M. Mayanna Gowda,  
Aged about 51 years,  
R/at, No.13, Sarakki Main Road,  
Aryanagar, J.P.Nagar,  
1<sup>st</sup> Phase, Bengaluru-560078.

**(By Sri. K.P.D.C., Advocate for plaintiff)**

**-Vs-**

**Defendants:**

- 1. SRI. M. SRIDHAR BABU**  
S/o Late K. M. Mayanna Gowda,  
Aged about 58 years,  
R/at, No.13, 1<sup>st</sup> Floor,

Sarakki Main Road,  
Aryanagar, J.P.Nagar,  
1<sup>st</sup> Phase, Bengaluru-560078.

**(By Sri. M.K.M., Advocate for defendant)**

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**ORDER ON I.A.No.I**

Plaintiff has filed this I.A.No.1 under Order 39 Rule 1 and 2 R/w Sec.151 of CPC., seeking an order of temporary injunction restraining the defendant from from alienating the suit schedule property to 3<sup>rd</sup> parties till the disposal of the suit.

**2. Description of suit schedule property**

<b>Sl.No.</b>	<b>Sy.No.</b>	<b>Acres-guntas</b>	<b>Situated at</b>
1.	11	32	Chokkanahalli Village, Tubagere Hobli, Doddaballapura Taluk, Bengaluru Rural District.

**3. FACTS IN BRIEF:**

Plaintiff has sworn to an affidavit in support of this I.A and contended that he has acquired old Sy.No.11 and new Sy.No.32 of Chokkanahalli Village, Tubagere Hobli measuring 2 acre 19 guntas under Registered sale deed dated:11.11.1983 from one Ganeshappa

and thereafter got transferred khata in his name. The defendant is his brother and he has induced, coerced and influenced came to execute Registered sale deed dated:23.06.2012. The defendant being their elder brother used to influence the plaintiff. The said Gift deed is only sham documents and there was no consideration and the said Gift deed was not made voluntarily. The plaintiff realized the fact of undue influence, coercion and misrepresentation on 26.11.2024 when the defendant refused to cancel the Gift deed. The plaintiff in is peaceful possession and enjoyment of the suit schedule property. In order to defeat the rights of the plaintiff, the defendant has created sale agreement dated:26.09.2014 in the name of one Manjunath. The alleged Gift deed is void and no witnesses have attested the said deed. Plaintiff has made out prima-facie case and balance of convenience lies in their favour. If this I.A is allowed no harm or prejudice would be caused to the defendants. At the same time of the T.I is not granted plaintiff will be put to untold hardship and irreparable injury. Hence, prays allow the I.A in the interest of justice and equity.

4. Defendant has filed written statement and memo adopting the written statement as objection to this I.A and denied entire I.A and affidavit averments as false and further contended that plaintiff is estopped from filing the suit for the relief of declaration and permanent injunction in respect of the property against the defendant owing to the registered Gift deed executed by him on 23.06.2012. The suit is hopelessly barred by limitation. The plaintiff being the Engineer and conversant with the worldly affairs has executed Registered Gift deed in the name of defendant. He has not questioned the same for a period of 13 years. Since 2012 the defendant is in lawful possession and enjoyment over the suit schedule property. The plaintiff has created false story which is illegal and opposed to law. Moreover the Gift deed executed on 23.06.2012 has been corrected and executed on 27.09.2014 and the present suit filed in the year 2025 is hopelessly barred by time. The plaintiff has no locus standi to file this suit. There is no cause of action to the suit. Hence, prays to dismiss the I.A with exemplary cost in the interest of justice and equity.

5. Heard the arguments and perused the materials placed before me.

**6. My points are arises for my consideration are:**

1. Whether the plaintiff has made out prima-facie case to grant temporary injunction in her favour?
2. Whether balance of convenience lies in favour of the plaintiff?
3. Whether the irreparable loss or hardship will be caused to the plaintiff, if injunction is not granted?
4. What order?

**7. My findings to the above points are as follows:**

- POINT No.1 : In the Negative**
- POINT No.2 & 3 : Does not arise for consideration**
- POINT No.4 : As per final order for the following;**

**REASONS**

**8. POINT NO.1:** Plaintiff has filed this suit for declaration that he is the absolute owner in possession and possession and enjoyment over the suit schedule properties, to declare the

registered Gift deed dated: 23.06.2012 executed by the plaintiff in favour of defendant is null and void and not binding on plaintiff and for consequential relief of permanent injunction. Plaintiff has contended that he has purchased the suit schedule property under Registered sale deed dated:11.11.1983 and the defendant being his brother had induced, coerced and unduly influenced the plaintiff to executed alleged Gift deed and the same is sham document.

9. In support of the contention of plaintiff, he has relied upon the Registered sale deed dated:11.11.1983, Registered Gift deed dated:23.06.2012 and RTC pertaining to suit schedule property. As per the Registered sale deed plaintiff has purchased the suit schedule property in the year 1983. As per the recitals of Gift deed plaintiff has stated that he has acquired the suit schedule property through Registered sale deed and he is intending to Gift the same in favour of his brother i.e., the defendant herein. As per the RTC khata of suit schedule property has been transferred in the name of defendant vide MR.No.T2/2014-15 dated:22.05.2015.

10. On perusal of the plaint averments supported by documents it clearly goes to show that plaintiff himself had executed the Gift deed in favour of defendant but according to him it was executed through coercion, misrepresentation and undue influence. The plaintiff being the executant of the document, if he is intending to cancel, he has to file suit for cancellation of the document within the period of limitation i.e., 3 years. But so far i.e., for a period of 14 years plaintiff has not taken any action for cancellation of the registered Gift deed. Hence, the present suit to declare that the registered Gift deed is not binding on him or null and void is not maintainable unless and until he seeks for cancellation. Apart from that plaintiff is an Engineer and Gift deed is registered in the sub-registrar office. Plaintiff being an educated person, when any document is executed and registered before the Sub-registrar definitely he will read the contents and affix his signature. The said document is specifically titled as Gift deed and therefore there is no question of misrepresentation made by the defendant. When plaintiff has pleaded undue influence and coercion he has to explain how he

was coerced or undue influenced. But, there is no explanation in this regard. Plaintiff has further alleged that he has not received any consideration and no witnesses have signed to the deed. There is no requirement of consideration to Gift a property. As per Sec.122 of the transfer of property Act of Gift is a transfer of existing movable or immovable property voluntarily without consideration from one person to another and it shall be accepted by donee or on his behalf. This Section clearly establishes that consideration is not required.

11. So far as witnesses are concerned, the said Gift deed is witnessed by two witnesses namely Doddaiah and Natraj and they have affixed their signed in page No.6 & 7 of the deed. Hence, at this stage there is no prima-facie case that defendant has obtained Gift deed by way of coercion, misrepresentation and undue influence. As already discussed above plaintiff being the executant of the Gift deed he has to seek cancellation of the document rather than seeking the relief of declaration to declare the said document as null and void or not binding on him. Hence, for the above said reasons plaintiff has

not made out prima-facie case for grant of an Temporary Injunction in respect of suit schedule properties. Hence, I answer **Point No.1 in the Negative.**

**12. POINTS No.2 & 3:** Since both the points are inter-connected in order to avoid repetition of facts they are taken together for discussion. Since, plaintiff has failed to make out prima-facie the question of balance of convenience and irreparable loss and injury doesn't arises for consideration. Accordingly, I answer **Point No.2 and 3 does not arise for consideration.**

**13. POINT No.4:** For the aforesaid reasons, I proceed to pass the following;

**:ORDER:**

**I.A.No.I filed by the plaintiff under Order XXXIX Rule 1 and 2 of CPC., is hereby dismissed.**

**The exparte order of Temporary Injunction granted on 15.02.2025 is hereby vacated.**

**No order as to cost.**

(Dictated to the Stenographer transcribed, typed and printout taken by her, corrected by me and then pronounced in the open court on this the 24<sup>th</sup> day of April 2026)

**(SHILPA.H.A)**

Senior Civil Judge & JMFC  
Doddaballapura.