

IN THE COURT OF CIVIL JUDGE AND J.M.F.C.
KRISHNARAJAPURA, BENGALURU RURAL DISTRICT.

Present

VISHWANATH SAVADI
B.A., LL.B.(Hon's)
CIVIL JUDGE AND J.M.F.C.,
KRISHNARAJAPURA,
BENGALURU RURAL DISTRICT.

ORIGINAL SUIT No.3300/2025.

Dated this the 06th day of July 2026

Plaintiff : 1. H.N. Shobha
W/o late S.K. Venkatesh Reddy,

V/s

Defendant : 1. R. Kousalya Reddy,
W/o late S.R. Gopalkrishna Reddy,

=====

PARTIES TO I.A.No.I

Applicant/ : H.N. Shobha
W/o late S.K. Venkatesh Reddy,

V/s

Opponent/ : 1. R. Kousalya Reddy,
W/o late S.R. Gopalkrishna Reddy,

PARTIES TO I.A.No.II

Applicant/ : R. Kousalya Reddy,
W/o late S.R. Gopalkrishna Reddy,

V/s

Opponent/ : 1. H.N. Shobha
W/o late S.K. Venkatesh Reddy,

=====

Sri. Shivashankar Patil, Advocate for plaintiff

Sri. D.V. Sadashiva Reddy, Advocate for defendant

=====

COMMON ORDERS ON I.A. No.I AND II

I.A. No. I is filed by the plaintiff under Order XXXIX Rules 1 and 2 of the CPC, seeking an ad-interim order of temporary injunction restraining the defendant from entering into the suit schedule property and interfering with the plaintiff's peaceful possession of the suit schedule property in any manner, pending disposal of the suit.

2. I.A. No. II is filed by the defendant under Order XXXIX Rules 1 and 2 of the CPC, seeking an ad-interim order of temporary injunction restraining the plaintiff from interfering with the defendant's peaceful possession and enjoyment of the plaintiff schedule / written statement schedule property, pending disposal of the suit.

3. The averments of the plaint and affidavit are summarized as follows:

It is the case of the plaintiff that she acquired the suit schedule property by way of inheritance from her husband, Late S.K. Venkatesh Reddy, who had acquired the property under a Partition Deed dated 15-03-1975 executed among his family members. Late S.K. Venkatesh Reddy passed away on 28-12-2000, and upon his death, the suit schedule property devolved upon the plaintiff by inheritance. Thereafter, the plaintiff got the khatha

transferred to her name and has been paying property taxes to the concerned authorities. The defendant is the owner of the property adjacent to the plaintiff's property. It is alleged that the defendant is attempting to interfere with the plaintiff's peaceful possession and enjoyment of the suit schedule property from its eastern side. Hence, the plaintiff prays that this application be allowed.

4. Defendant has entered appearance through her counsel and filed a detailed written statement cum counter claim and memo adopting contents of written statement as objections to I.A.No.I.

5. The contentions of the written statement and counter claim of defendant are summarized as follows:

a. The defendant denies all the allegations made by the plaintiff, except the fact that the plaintiff's husband, Late S.K. Venkatesh Reddy, acquired the suit schedule property under the Partition Deed dated 15-03-1975. The defendant specifically denies that the plaintiff or her deceased husband was in possession of the suit schedule property during the relevant period. The defendant specifically contends that, to meet his urgent family necessities, Late S.K. Venkatesh Reddy agreed to sell the suit schedule property to the defendant for a total sale consideration of Rs. 40,000/-, which was fully paid by the defendant. As there was a restriction on registration of the sale deed at the relevant time, Late S.K. Venkatesh Reddy executed an Agreement of Sale dated 23-12-1988 in favour of the defendant, received the entire sale consideration, and delivered vacant physical possession of the suit schedule

property to the defendant on the same day. He also agreed to execute the registered sale deed whenever called upon to do so by the defendant. In confirmation of the transaction, he executed an Affidavit and a General Power of Attorney, both dated 23-12-1988, conferring various rights and powers upon the defendant. Accordingly, the defendant claims to have been in lawful possession and enjoyment of the suit schedule property since 23-12-1988.

b. The defendant further contends that, subsequently, Late S.K. Venkatesh Reddy was convicted and imprisoned in connection with the murder of his brother and, after his release, died on 28-12-2000. The defendant states that she cultivated the suit schedule property from 1988 to 1995, operated a brick factory from 1995 to 2005, and in 2005 constructed two sheds measuring about 1,500 sq. ft. each, where she carried on silkworm rearing until 2019 after obtaining an electricity connection. Since 2019, the sheds have been leased to tenants. Thus, the defendant asserts that she has been continuously in possession and enjoyment of the suit schedule property by exercising all rights of ownership. It is further contended that the Agreement of Sale dated 23-12-1988 continues to be valid, subsisting, and enforceable against the legal representatives of Late S.K. Venkatesh Reddy, namely, the plaintiff, her son Sri S.V. Bharath, and her daughter Smt. Lavanya V.

c. The defendant further contends that the plaintiff, by suppressing the aforesaid material facts, fraudulently obtained the khatha and other revenue records in her name behind the defendant's back and instituted the present suit despite having

neither title nor possession over the suit schedule property. It is alleged that, after obtaining an ex parte order of temporary injunction from this Hon'ble Court, the plaintiff and her son, Sri Bharath S.V., along with others, unlawfully demolished the two sheds standing on the suit schedule property during the early hours of 25-12-2025. On learning of the incident, the defendant and her children rushed to the spot and questioned their actions, whereupon the plaintiff and her son stated that they had obtained an order from this Hon'ble Court and left the premises. The defendant thereafter lodged a complaint before the Varthur Police. The defendant has accordingly filed a counterclaim seeking a decree of permanent injunction restraining the plaintiff from interfering with her peaceful possession and enjoyment of the written statement schedule property. Therefore, the defendant prays that the plaintiff's application be dismissed and the defendant's application be allowed.

6. I have heard arguments from both sides and examined the material on record.

7. The points that arise for consideration of this Court are as under:

POINTS

1. Whether the plaintiff has made out a prima facie case for grant of temporary injunction as prayed in I.A. No. I?
2. Whether the balance of convenience lies in favour of the plaintiff?

3. Whether the plaintiff will suffer irreparable loss and hardship if the temporary injunction is not granted?
4. Whether the defendant has made out a prima facie case for grant of temporary injunction as prayed in I.A.No.II ?
5. Whether the balance of convenience lies in favour of the defendant ?
6. Whether the defendant will suffer irreparable loss and hardship if the temporary injunction is not granted?
7. What Order?
8. The findings of this on 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 : In the Negative
Point No.5 : In the Negative
Point No.6 : In the Negative
Point No.7 : As per final order for the following;

:: REASONS ::

9. **Points No.1 to 6 :** Since all the six essential elements — *prima facie* case, balance of convenience, and irreparable hardship — are closely interrelated and interconnected, they are being considered together for the purpose of adjudication.

10. The present suit has been filed by the plaintiff seeking a decree of permanent injunction against the defendant. Along with the suit, the plaintiff has filed the present application seeking an order of temporary injunction restraining the defendant, her agents, servants, or anybody claiming through her from entering upon the suit schedule property or interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property in any manner until the disposal of the suit.

11. The defendant has filed a written statement along with a counterclaim opposing the application. The defendant denies all the allegations made by the plaintiff except the fact that the plaintiff's husband acquired the suit schedule property under a family partition. It is the specific case of the defendant that the plaintiff's husband, Late S.K. Venkatesh Reddy, executed an Agreement of Sale dated 23-12-1988 in her favour for a total sale consideration of Rs.40,000/-, received the entire sale consideration, and delivered vacant possession of the suit schedule property on the same day. It is further contended that he also executed an Affidavit and a General Power of Attorney, both dated 23-12-1988, in furtherance of the said transaction. According to the defendant, she has been in continuous possession and enjoyment of the suit schedule property ever since the date of the agreement. Therefore, she seeks dismissal of the plaintiff's application and prays for allowing her application.

12. I have carefully considered the pleadings, documents, and submissions made by both parties. It is not in dispute that the plaintiff's husband acquired the suit schedule property under a

family partition dated 15-03-1975. His name was subsequently entered in the revenue records in M.R. No.3/1987-88. After his death on 28-12-2000, the plaintiff's name was mutated in the revenue records under M.R. No.52/2005-06 dated 13-03-2006. It is also an admitted fact that the defendant owns the property adjoining the suit schedule property.

13. The plaintiff contends that her husband was in peaceful possession of the suit schedule property during his lifetime and, after his death, she succeeded to the property by inheritance and has continued in possession. The defendant, on the other hand, disputes this claim. According to her, possession was delivered to her on 23-12-1988 under the Agreement of Sale, and she has remained in possession ever since. She further contends that although the sale deed could not be registered due to certain restrictions prevailing at that time, the transaction was completed by execution of the Agreement of Sale, Affidavit, and General Power of Attorney.

14. In support of her claim, the defendant has relied upon the unregistered Agreement of Sale with possession dated 23-12-1988, the Affidavit dated 23-12-1988, and the General Power of Attorney of the same date. A perusal of these documents shows that they contain recitals stating that possession of the suit schedule property was delivered to the defendant. However, neither the documents nor the written statement disclose the nature of the alleged legal restriction that prevented registration of the sale deed. No material has been placed before the Court explaining why the

sale deed could not be executed despite the alleged payment of the entire sale consideration.

15. Another important circumstance is that the defendant has not explained why she remained silent for several years without taking any steps to obtain a registered sale deed either during the lifetime of Late S.K. Venkatesh Reddy or after his death from his legal representatives. If the defendant had paid the full sale consideration and had been put in possession as claimed, some explanation regarding the long delay in seeking enforcement of the alleged agreement was expected. In the absence of such explanation, this Court is not inclined to accept the defendant's version at this interlocutory stage.

16. Further, the plaintiff has specifically disputed the execution and genuineness of the Agreement of Sale, Affidavit, and General Power of Attorney relied upon by the defendant. The authenticity, validity, and legal effect of these documents are matters which require detailed evidence and full-fledged trial. At the stage of deciding an application for temporary injunction, the Court cannot conduct a mini trial or record findings on disputed questions of fact. The Court is only required to examine whether a prima facie case exists on the basis of the material presently available.

17. The revenue records produced by the plaintiff show that, after the death of her husband, her name has been entered in the revenue records and continues to stand in the cultivator and possessor columns. Though revenue entries do not confer title, they

carry a presumption regarding possession until the contrary is established in accordance with law. At this stage, the defendant has not produced sufficient material to displace that presumption.

18. Therefore, on the basis of the revenue records and other materials placed before the Court, the plaintiff has established a prima facie case that she is in possession of the suit schedule property. The rival claim of the defendant is founded upon disputed and unregistered documents, the genuineness and legal effect of which can be determined only after recording evidence during trial.

19. Since the defendant has failed to establish a prima facie case in support of her application, the question of considering the balance of convenience or irreparable injury in her favour does not arise. On the contrary, the plaintiff has established a prima facie case. The balance of convenience also lies in her favour, as the revenue records presently stand in her name and indicate her possession. If the defendant is not restrained from interfering with the plaintiff's possession during the pendency of the suit, the plaintiff is likely to suffer irreparable injury which cannot be adequately compensated by monetary damages. It is the duty of the Court to preserve the existing state of affairs and protect the possession of the party who has established a prima facie right until the dispute is finally adjudicated.

20. This Court has carefully considered the decision relied upon by the learned counsel for the defendant, reported in *(2004) 8 SCC 614*. However, the said decision is not applicable to the facts of

the present case. A close examination of this judgment reveals that the facts and circumstances involved therein are materially different from the facts and circumstances of the case on hand. Consequently, the legal principles laid down in the aforementioned decision cannot be applied to the present matter.

21. Accordingly, this Court is of the considered opinion that the plaintiff has satisfied all the three essential requirements for grant of temporary injunction, namely, prima facie case, balance of convenience, and likelihood of irreparable injury. Hence, the plaintiff is entitled to an order of temporary injunction, while the defendant is not entitled to the relief sought in her application. **Accordingly, Point No.1 to 3 are answers in the Affirmative and Point No. 4 to 6 are answers in the Negative.**

22. Point No.7: In light of the above observations, this Court proceeds to pass the following order;

-:: ORDER ::-

I.A. No. I filed under Order XXXIX Rules 1 and 2 R/w Section 151 of the CPC by the plaintiff, is hereby allowed.

I.A. No. II filed under Order XXXIX Rules 1 and 2 R/w Section 151 of the CPC by the defendant, is hereby rejected.

The defendant, her agents, henchmen, or any person acting on her behalf is hereby restrained from interfering with the plaintiff's peaceful possession and enjoyment over the suit

schedule property in any manner until disposal of the suit.

No order as to cost.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in open Court on this **06th day of July 2026**)

06-07-2026

**Vishwanath Savadi
Civil Judge and JMFC,
Krishnarajapuram.**