

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

Dated this 5th day of June, 2026

:: PRESENT::
Smt. PUSHPA .D
B.Com, L.L.B.,

Addl. Civil Judge & J.M.F.C,
Gowribidanur

ORIGINAL SUIT NO.634/2024

PLAINTIFF : Sri. Doddarangappa
S/o. Late Ranganna,
Aged about 48 years,
R/at. Kurudi Village,
Hossur Hobli,
Gowribidanur Taluk,
Chikkaballapur District.

(Represented by Sri. K.G.S., Advocate)

// Versus //

DEFENDANTS : **1.** Smt. Rajamma
W/o. Late H.S. Nanjundappa,
Aged about 70 years,
2. Sri. H.N. Shantappa
S/o. Late H.S. Nanjundappa,
Aged about 58 years,
3. Sri. H.N. Sureshappa
S/o. Late H.S. Nanjundappa,
Aged about 54 years,

All are R/at Hossur Village
Hossur Hobli,
Gowribidanur Taluk,
Chikkaballapur District.

(Represented by Sri. S.A.N., Advocate)

PARTIES TO THE I.A.NO.II

APPLICANT/S: Sri. Doddarangappa
(Plaintiff)

-Vs-

OPPONENT/S: Smt. Rajamma and others
(Defendants)

ORDER ON I.A No.II FILED BY PLAINTIFF
UNDER ORDER XXXIX RULE 1 & 2 OF C.P.C.

The plaintiff has filed this I.A under Order XXXIX Rule 1 & 2 praying for an ad-interim order of interim temporary injunction to restraining the defendants, either by themselves or through their agents, representatives assigns etc., from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property till pending disposal of the suit.

2. The sum and substance of the plaintiff's case are:

That the suit schedule property, along with seven other items of property, originally belonged to one Rangadhamaiah, S/o Doddarangappa, who is the brother of the plaintiff. The plaintiff intended to purchase the said properties, and accordingly, the plaintiff and the said Rangadhamaiah entered into an Agreement of Sale dated 03.09.2002, under which the plaintiff paid an advance amount of Rs.50,000/- and agreed to pay the remaining balance at the time of execution of the sale deed. Subsequently,

the plaintiff, in order to meet his family necessities, availed a loan from one H.S. Nanjundappa, S/o late K.N. Srikantaiah. As security for the said loan, the plaintiff, along with Rangadhamaiah, executed a Sale Deed dated 13.04.2004 in favour of the said Nanjundappa, who agreed to reconvey the properties upon repayment of the loan amount. In furtherance of the said understanding, the plaintiff and the said Nanjundappa entered into an Agreement of Sale dated 27.04.2004, whereby the said Nanjundappa agreed to reconvey the properties, including the suit schedule property, upon repayment. Further, the plaintiff has subsequently repaid the entire loan amount to the said Nanjundappa. Thereafter, the said Nanjundappa executed a Sale Deed dated 22.03.2013 in favour of the plaintiff in respect of seven items of the properties. However, he failed to reconvey the suit schedule property. The plaintiff, being an illiterate person, was unaware of the said omission. Now, the legal representatives of the said Nanjundappa, who are the defendants herein, are attempting to alienate the suit schedule property in favour of third parties. Hence, the present suit.

3. The plaintiff has sworn to an accompanying affidavit reiterating the entire averments of the plaint and stating that if

the defendants interfere with the suit schedule property, the plaintiff will be put to great loss, hardship and injury of the application is not allowed but no hardship or injury will be caused to the other side, if the application is allowed. Therefore, the plaintiff has prayed that this Court may be pleased to grant ad-interim order of temporary injunction against the defendants.

4. In pursuance of the suit summons, the defendants No.1 to 3 have appeared before the Court through their counsel filed Defendant No.1 to 4 filed written statement cum objections to the I.A No.1 and they denied the entire averments made by the plaintiff in the plaint. He states that as per sale deed dated 13.04.2004 he purchased the suit schedule property and the revenue documents stands in his name and he is peaceful possession over the same and prays to dismissal of the application.

5. Heard arguments on both sides.

6. On considering the plaint, I.A No.1, its accompanying affidavit and the written statement cum objections, the points that arise for consideration are as under:

POINTS FOR CONSIDERATION

1. *Whether the plaintiff /applicant has made out a prima-facie case for the grant of temporary injunction?*
 2. *Whether the balance of convenience/inconvenience lies in favor of the plaintiff/applicant?*
 3. *Whether irreparable loss and injury would be caused to the plaintiff/applicant, if the temporary injunction is refused?*
 4. *What order?*
7. My answer to the above points are as under:

Point No.1 : In the **Negative;**

Point No.2 : In the **Negative;**

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

Point No.4 : As per final order for the following:

:: R E A S O N S ::

8. **Point No.1**: Any of the observation made herein does not affect the merits of the case and parties at liberty to prove their respective contentions. These observations have been made only for the purpose of disposal of this application. These points are taken together for common discussions and to avoid the repetition of facts. The whole facts of the interim application is

already narrated at the inception of this order. Therefore, repetition of the same avoided here.

9. It is well established and settled position of law that the following propositions are to be established in order to invoke the jurisdiction of the Court to grant an interlocutory order of injunction under Order XXXIX Rule 1 and 2 of C.P.C. (1) prima facie case, (2) balance of convenience/inconvenience and (3) irreparable loss or injury which cannot be compensated in terms of money, if injunction is refused. The ingredients are to be established by the party who seeks injunction in his favor. The grant of injunction is a discretionary relief and the party should come to Court with clean hands and place all the materials before the Court so that the Court will be satisfied about the prima facie case in favor of the party seeking the order.

10. To substantiate the case of the plaintiff, the plaintiff has produced the computerised RTCs, copy of the sale agreement dated 03.09.2002, copy of the sale deed dated 13.04.2004, copy of re-purchase sale agreement dated 27.04.2004, copy of the sale deed dated 22.03.2013.

11. Per contra, the defendants have not produced any documents.

12. Upon perusal of the copy of the Agreement of Sale dated 03.09.2002 executed between the plaintiff and Rangadhamaiah, who is the brother of the plaintiff, it appears that the said agreement pertains to several properties, including the suit schedule property. Further, on perusal of the registered Sale Deed dated 13.04.2004 executed by Rangadhamaiah in favour of H.S. Nanjundappa, who is the husband of Defendant No.1 and father of Defendant Nos.2 and 3, it is seen that the said document relates to seven properties, which include the suit schedule property. On further perusal of the reconveyance Agreement of Sale dated 27.04.2004 executed by H.S. Nanjundappa in favour of the plaintiff, it is seen that the said agreement also pertains to seven properties, including the suit schedule property, and contains a recital to the effect that the properties would be reconveyed upon repayment of the loan amount. However, on perusal of the registered Sale Deed dated 22.03.2013 executed by H.S. Nanjundappa in favour of the plaintiff, it is seen that though properties were reconveyed, the suit schedule property was not included in the said conveyance. The contention of the plaintiff is that the Sale Deed dated 13.04.2004 was executed only as security for a loan transaction, and upon repayment of the entire loan amount, H.S.

Nanjundappa had agreed to reconvey all the properties, including the suit schedule property. It is further contended that though reconveyance has been effected in respect of other properties, the omission of the suit schedule property in the Sale Deed dated 22.03.2013 is inadvertent. The contention of the plaintiff is that he has repaid the entire loan amount to H.S. Nanjundappa and he is in possession over the same. On the other hand, the defendants contend that they are the absolute owners of the suit schedule property and are in lawful possession and enjoyment of the same. In view of the above documents and rival contentions, it appears that there exists a serious dispute with regard to the nature, title, and possession of the suit schedule property. Moreover the possession with regard to suit schedule property is in dispute. Therefore, in order to adjudicate these issues, a full-fledged trial is necessary. The question as to who is in lawful possession of the suit schedule property and whether the plaintiff is entitled to the relief sought are matters which require a full-fledged trial. Granting an order of injunction at this stage would amount to deciding the rights of the parties without recording evidence. At this preliminary stage, there are no documents to show that alleged interference by the defendants. This Court is of the opinion that the plaintiff is not entitled to the relief of

temporary injunction as he failed to establish a prima-facie case in support of his application, which is one of the key ingredients for the grant of temporary injunction. Therefore, this Court is of the opinion that the plaintiff has not made out an arguable case and whenever there is no arguable case, it can be said that the plaintiff has not made out a prima-facie, for the grant of temporary injunction. For these reasons, this Court has answered **Point No.1 in the Negative.**

13. **Point Nos.2 and 3** :- These two points are interrelated, hence, taken up together for discussion with regard to balance of convenience and irreparable loss is concerned, this Court is relying upon the decision passed by the ***Hon'ble High Court of Karnataka in Gowrishankar Swamigalu V/s Siddaganga Mutt & others, reported in ILR 1989 KAR 1701***, the relevant portion of the decision is extracted below for reference:

“...The existence of a prima facie case in the matter of granting injunction is really the harbinger or all the clear sign to go ahead in investigating other aspects of the question governing the grant or refusal of injunction. If there was no prima facie case at all or the case put forward was 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...”.

Thus, when the prima facie case itself is not proved by the applicant, then it is clear that balance of convenience is not in favour of the applicant, and no loss will be caused to them. Hence, this Court proceeds to answer Point Nos.2 & 3 in the “**Negative**”.

14. **Point No.4** :- In view of my findings on Point Nos.1 to 3, the defendant is not entitled to the relief of temporary injunction, as sought for. Hence, this court proceed to pass the following:

ORDER

I.A No.II filed by the defendants
under Order XXXIX Rules 1 & 2 r/w
Section 151 of C.P.C is hereby dismissed.

No order as to costs.

(Typed by me, corrected and then pronounced by me in the Open Court on this day i.e., 05th June, 2026).

Sd/-
(PUSHPA D.)
**ADDL. CIVIL JUDGE AND JMFC,
GOWRIBIDANUR.**