

Heard, Sri. M.V., Counsel for the plaintiff, the plaintiff has filed this suit against the defendants, for the relief of Specific Performance of Contract, based on registered Agreement dated 22.02.2017, in respect of suit schedule property and for possession schedule property.

In this case, plaintiff prayed for ex-parte temporary injunction against the defendants from alienating, gift, will, lease, mortgaging the suit schedule property as stated in the application.

Perused the plaint averments and affidavit filed in support of I.A. No. I along with suit documents available on record. Plaintiff filed this suit for the relief of Specific Performance of Contract, based on registered Agreement dated 22.02.2017, in respect of suit schedule property and for possession schedule property, against the defendants. The counsel for plaintiff at the time of argument submits that, the defendants are intended to sell the suit schedule property in favour of third parties. Looking to the pleading and documents, this court come to conclusion that, if ex-parte injunction is not granted, the very purpose of filing of the suit will not survive. Therefore, at this juncture plaintiff has made out prima-facie case for ex-parte order prayed by her I.A. No. I and balance of convenience lays in favour of Plaintiff, if the ex-parte order will not granted he will be put irreparable loss.

Hence, this court granted ad-interim injunction against the defendants not to alienate the suit schedule property till next date of hearing.

The plaintiff is hereby directed to comply the mandatory provisions prescribed under Order 39 Rule 3 of CPC.

Office is hereby directed to not to supply the certified copy of the same unless and until comply the provisions of CPC by the plaintiff U/Order 39 Rule 3 of CPC.

Issue suit summons and I.A. Notice to the defendants, if PF paid. Returnable by 09.01.2019.

(N.B. Shaikh)
Prl. Civil Judge and JMFC, Hiriyur.