

KACM200004852023



IN THE COURT OF SENIOR CIVIL JUDGE,
AT: KADUR

Present:- Sri. IRFAN.
B.A., LL.B.,
Senior Civil Judge & JMFC,
Kadur, Chikkamagaluru District.

Dated: this the 28th August - 2025

O.S.No.140/2023

Plaintiffs:- Sri. C.N. Rajendra,
S/o late Narayan Setty C.N.,
Aged about 71 Years,
Business,
Presently R/at No. 840/C,
1st E Main Road, 2nd Phase,
Girinagar, Bengaluru-560085,
Mob: 98801 13424
Email: rajendrachitlur@gmail.com

(By: M/s M. Veerabhadraiah & Associates /
Sri. Shivakumar K.R., Advocates)

V/s

Defendants:- 1. M/s. Sri Ventures Land
Developers India Limited,
A Company registered under
Company Act 1956



having registered Office at
No. 82/1, 1st Floor,
Dr. Rajkumar Road,
Prakashnagar, Rajajinagar,
Bengaluru-560010.

Represented by its
Director / Manager
(Authorised Representative)
Email: info@sriventures.com

2. Sri. N. Venkatesh,
S/o Narayana Iyengar,
Aged about 60 years,
The Director,
M/s. Sri Ventures Land
Developers India Ltd,
A company registered under
the Companies Act 1956,
having Registered Office at
No. 82/1, 1st floor,
Dr. Rajkumar Road,
Prakashnagar, Rajajinagar,
Bengaluru-560010.
Mob: 98800 25515
Email: info@sriventures.com
3. Smt. Amrutha Venkatesh,
W/o N. Venkatesh,
Aged about 55 years,
The Director,
M/s Sri Ventures Land
Developers India Ltd,
A company registered under
the Companies Act 1956,
having Registered Office at



No. 82/1, 1st floor,
Dr. Rajkumar Road,
Prakashnagar, Rajajinagar,
Bengaluru-560010.
Email: info@sriventures.com

Also, at:

The defendants No.2 and 3
are residing at No. 115,
3rd Main Road,
Basaveshwaranagar,
Bengaluru – 560 079.

4. Sri. V. Vasukishayana
S/o N. Venkatachar,
Aged about 48 years,
The Director, then Manager of
M/s Sri Ventures Land
Developers India Ltd,
having Registered Office at
No. 82/1, 1st floor,
Dr. Rajkumar Road,
Prakashnagar, Rajajinagar,
Bengaluru – 560 010.
Email: info@sriventures.com

Also, at: No. 57,
Post Office Road,
J.P. Nagar Post,
Yelachenahalli,
Bengaluru - 560 078.

5. Sri. M.J. Chandrashekara Setty,
S/o M.L Jagannath Setty,
Aged about 59 years,



Presently R/a B.H Road,
Kadur, Chikkamagaluru District-
577 548. PAN No: ABEPC6623L.

6. Sri. M.R. Shankar,
S/o M.L Ramachandra Setty,
Aged about 45 years,
Presently R/a B.H Road,
Kadur, Chikkamagaluru District -
577 548. PAN No: AJHPM6809K.
7. Sri. M.B Shashi,
S/o M.L Balakrishna Setty,
Aged about 50 years,
Presently R/a K.M Road,
Kadur, Chikkamagaluru District-
577 548. PAN No: AJHPM6808J.
8. Sri. M.B Sathish Kumar,
S/o M.L Balakrishna Setty,
Aged about 53years,
Presently R/a K.M Road,
Kadur, Chikkamagaluru District-
577 548. PAN No: BATPS8308D

(Defendants No.1 to 4 by:
Sri. K.S. Renukaprasad, Advocate)

(Defendants No.5 to 8 by: M. Manjunath, Advocate)

RANK OF THE PARTIES ON I.A.NO.I & II

Applicant/
Plaintiff : Sri. C.N. Rajendra.
V/s



Opponents /
defendants : M/s. Sri Ventures Land
Developers India Limited,
Bengaluru & others.

i	<i>Provision under which the application is filed</i>	<i>IA No.I & II U/O 39 Rule 1 and 2 R/w Sec.151 of CPC</i>
ii	<i>Relief sought for</i>	<i>IA No.I & II Temporary Injunction.</i>
iii	<i>The date on which the application is filed</i>	<i>18.07.2023.</i>
iv	<i>Number of the application</i>	<i>I & II.</i>
v	<i>The date on which the objections are filed by different opponent</i>	<i>07.11.2023 by the Defendants No.1 to 4</i>
vi	<i>The date on which the orders were passed on the said application</i>	<i>28.08.2025.</i>

At the time of filing of the suit, the plaintiff has filed the said applications.

This suit was initially filed before the Hon'ble Prl. District and Sessions Judge and designated court under the Commercial Court's Act at Chikkamagaluru, wherein IA No.I was maintained by the plaintiff U/S 12(A) of The Commercial Court's Act, which was disposed off by the Hon'ble Prl. District and Sessions Judge as per the orders dated 11.07.2023 with the following orders.

“The dispute between the plaintiff and defendants No.1 to 4 is not a commercial dispute and it does not fall within the purview of Section 2(1)(c)(vii) of the Commercial Courts Act. Hence, it cannot be registered as Commercial O.S. Ordered to return entire records



filed by the plaintiff, to be presented in an appropriate Court.”

It appears that based on the said order, the present suit has been re-presented before this court and the IA's No.II and III filed U/O 39 Rule 1 and 2 were not been re-assigned. Therefore, the said IA's are re-assigned as IA No.I and II for its disposal in order to avoid complications.

Sd/-

(IRFAN)
Senior Civil Judge,
Kadur.

ORDERS ON I.A.I & II

The IA No.I and II have been filed by the plaintiff, under Order 39 Rule 1 and 2 R/w Sec.151 of CPC seeking for an order of temporary injunction to restrain the defendants No.1 to 4, their men, agents, servants or anybody else claiming through them from alienating or creating any third party interest in any manner and also to restrain them or anybody else acting on their behalf from changing the nature or putting up any type of construction in the suit 'B' schedule properties, till the disposal of suit.



2. These applications are accompanied by separate affidavits filed by the plaintiff, wherein it is contended that the plaintiff has entered into a registered sale agreement with the defendant No.1, a registered company represented by its Director and members, who are defendants No.2 to 4 on 26.12.2015 with respect to the suit 'B' schedule properties for a total sale consideration of a sum of Rs.43,61,822/- and has paid advance sale consideration of a sum of Rs.11,98,000/- and both the parties have agreed to get the sale deed executed within 180 days from the date of sale agreement as per the terms and conditions stipulated therein. It is specifically contended that though the plaintiff was ready to perform his part of obligation under the contract with the balance sale consideration amount in his hands, the defendants No.1 to 4 have dodged the same by not furnishing essential documents as agreed. Finally, on 29.11.2019,



the plaintiff caused legal notice calling upon the defendants No.1 to 4 to execute the sale deed by receiving the balance sale consideration and the defendants No.1 to 4 despite of complying the just demand have issued untenable reply on 14.12.2019. After the same, the plaintiff and other agreement holders have convened a meeting with the 2nd defendant being the representative of the 1st defendant Company on 15.06.2020 and they have entered into a oral contract, wherein the plaintiff has agreed to pay enhanced rate of Rs.45/- per square feet in addition to the original sale consideration and defendants No.1 to 4 have agreed to execute the absolute sale deed by receiving the aforesaid sum together with balance sale consideration and in consideration of the oral contract, the plaintiff has paid an additional sum of Rs.4,52,000/- in favour of 2nd defendant, who had received the said amount on behalf of the Company and



other Directors i.e., defendants No.1, 3 and 4. The plaintiff acting upon the registered agreement dated 26.12.2015 and oral agreement dated 15.06.2020 has made arrangements for the payment of balance sale consideration and in spite of the same, the defendants No.1 to 4 have not come forward to execute the sale deed as agreed, which constrain the plaintiff to cause another legal notice dated 07.09.2022 calling upon the defendants No.1 to 4 to execute the sale deed in terms of sale agreement dated 26.12.2015 and oral contract dated 15.06.2020, which is returned with an endorsement ‘ Door lock intimation dropped’ against defendants No.1 to 3 and the said notice was served upon the 4th defendant to which the defendants No.1 to 4 have issued untenable reply on 27.09.2022 through their Advocate, wherein, it is made known to the plaintiff that the defendants No.1 to 4 have intentions to repudiate the contract to enrich itself. Thereby, the



plaintiff without other-go has instituted this suit seeking for the specific performance of contract. Under these IA's, it is sought to restrain the defendants No.1 to 4 or anybody else acting on its behalf from creating third party interests or making any act of development in the suit 'B' schedule property, till the rights are adjudicated on merits. Accordingly, sought to allow the applications.

3. The defendants No.1 to 4 have adopted their written statement as objections to these IAs' wherein, they have admitted regarding the execution of registered sale agreement dated 26.12.2015 between the plaintiff and themselves with respect to the suit 'B' schedule property, but, it is their specific case that the suit claim on hand is hopelessly barred by limitation. They have specifically denied any sort of oral contract between the plaintiff and the company with respect to the suit 'B' schedule property in any respect. They



admitted regarding exchange of legal notices, but have per-say denied any obligation on them in respect of sale agreement dated 26.12.2015 and they specifically claimed that the amount advanced towards the execution of sale agreement has been forfeited due to the none performance of obligation on the part of plaintiff and the suit claim is hopelessly barred by limitation. Accordingly, it is sought to dismiss the applications.

4. Heard learned counsel for plaintiff and defendants No.1 to 4.

5. The points that arise for consideration are as follows:

1. Whether the plaintiff has made out prima-facie case in his favour ?
2. Whether the plaintiff has made out balance of convenience in his favour?



3. Whether the plaintiff would suffer irreparable loss and injuries, if the injunction is not granted?

4. What order?

6. With reference to the material made available on record the above points answered as follows:-

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

7. **Point No.1 to 3:-** These points are taken up together for common discussion.

The present suit is one for the relief of specific performance of contract based on the sale agreement dated 26.12.2015. The execution of sale agreement between the plaintiff and defendants No.1 to 4 is an admitted fact. As per the plaintiff's averments itself, the



time is the essence of contract. A reference to the terms and conditions of the sale agreement dated 26.12.2015 go to show that a period of six months has been fixed for the performance of contract. When the time is essence of contract, the limitation that begins to run is from the date fixed for the performance of the contract and the limitation is three years thereafter. Admittedly, the sale agreement in question was executed on 26.12.2015 and if the 180 days period is taken into consideration, the limitation begins from the date 25.06.2016. Admittedly, the first legal notice was issued to the defendants No.1 to 4 on 29.11.2019 i.e., after lapse of about three years five months, which is prima-facie demonstrative of the fact that the present suit is barred by limitation. In the plaint, it is contended that there is an oral contract entered into between the plaintiff and defendants No.1 to 4 on 15.06.2020, wherein, it is contended by the plaintiff



that the defendants No.1 to 4 have agreed to execute the sale deed against to the enhanced rate of Rs.45/- per square feet on the sale agreement and it is claimed by the plaintiff that acting upon the same, the plaintiff has paid an additional sum of Rs.4,52,000/- in favour of 2nd defendant, who received the same on behalf of defendants No.1, 3 and 4.

8. The claim of the plaintiff is based on both registered agreement dated 26.12.2015 and also alleged oral contract dated 15.06.2020. In consideration of the admitted facts regarding the registered agreement of sale dated 26.12.2015, the instant suit prima-facie appears to be barred by limitation and the aspect of oral agreement, which requires higher decree of evidence is required to be considered after a full-fledged trial. At present on reference to the documents submitted by the plaintiff, there are no prima facie documents made available on record to believe the



existence of oral agreement between the plaintiff and defendants No.1 to 4 with respect to the suit 'B' schedule properties on hand. Considering the law of limitation, if an order of temporary injunction is granted, it is the defendants No.1 to 4, who would be put into irreparable loss and injury and on the other hand there are no materials to pass any orders in favour of plaintiff. Therefore, balance of convenience tills in favour of defendants No.1 to 4 rather than the plaintiff. After considering the respective pleadings, the plaintiff has made out a triable case as far as with respect to the oral contract dated 15.06.2020 is concerned, but there are no grounds made out for the grant of reliefs as sought under these applications. Accordingly, **points No.1 to 3 under consideration are answered in the Negative.**

9. **Point No.4 :-** In view of findings in the foregoing points, the following;



ORDER

I.A.I and II filed by the plaintiff,
under order XXXIX Rule 1 and 2
R/w Sec.151 of CPC are
dismissed.

No order as to costs.

(Dictated to the Stenographer on computer, corrected, initialed and then pronounced by me in
open Court on this the 28th day of August – 2025)

Sd/-
(IRFAN)
Senior Civil Judge,
Kadur.

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