



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

**Present: Sri. Prakash.P.M** M.B.A., LL.B.,  
Senior Civil Judge & JMFC.,  
Mudigere.

**Dated this the 18<sup>th</sup> day of November 2025**

**O.S. No.44/2025**

**Plaintiff:**           **M/S. KALASA ESTATE,**  
A registered Partnership Firm  
Having its Office at  
Kalasa Estate, Kalasa Taluk,  
Chikkamagaluru District-577 124

Rep. by its Working Partner  
**Sri S. Alaghu Vairam**  
S/o. So. S. Sockalingam  
Aged about 31 years,

**[By Sri. A.S., Advocate]**

V/s.

**Defendants:**       **1. Sri. Mohammed Harris,**  
Aged about 55 years,  
S/o. Mohammed Sadiq Siddiq,  
R/at "Royal Benshood",  
No.90, Nagenahalli Cross Bus Stop,  
Kannur Post, Bagalur,  
Bengaluru-562 149.

**2. M/S. Assa Real Estate PVT. LTD.,**



A Company incorporated under  
the Companies Act.  
Having its registered Office  
at No.18, 1<sup>st</sup> Floor, 7<sup>th</sup> Main Road,  
HRBR Layout, Kalyananagara,  
Bengaluru-560 043.

Rep. by its Director,  
Sri Sundar  
Aged about 52 years

[D1 By Sri. M.V.J./A.B.M., Advocate,  
D2 By Sri. K.S.A/K.C.C.]

**RANK OF PARTIES IN IA.NO.I**

**Applicant:** M/S. KALASA ESTATE,  
plaintiff A registered Partnership Firm  
V/s.

**Opponents:** Sri. Mohammed Harris and others,  
defendants

1	Provisions under which the application is filed	Under order XXXIX rule 1(a) of CPC
2	Relief sought for	Ad-interim Exparte order of temporary injunction
3	The date on which the application is filed	02.08.2025
4	Number of the application	I.A.No.I
5	Date on which the	16.09.2025



	objection filed by opponents	
6	The date on which the order passed on the application	18.11.2025

Senior Civil Judge and JMFC,  
Mudigere

**ORDER ON I.A.No.I FILED BY THE PLAINTIFF UNDER  
ORDER 39 RULE 1(a) OF CPC**

The plaintiff has filed IA No.I under Order 39 rule 1(a) of C.P.C. to restrain the defendants their agents, drivers, workmen or any person or persons claiming through or under them from using or plying the following movable vehicles, pending disposal of the suit.

**Vehicles**

- a. Tractor with registration No. KA-18-T-9345  
with two trailers.
- b. Mahindra Jeep with registration No. KA-  
18-M-7909.



c. Mahindra pickup truck with registration NO. KA-18-9821.

d. Two wheeler with registration Nos. KA-18-A-5526 and KA-18-6814.

2. In the affidavit accompanying with IA No.I, the working partner of the plaintiff firm S. Alaghu Viram stated that, plaintiff has filed the above suit seeking recovery of possession under Section 6 of the Specific Relief Act, since the the defendants have illegally dispossessed the plaintiff from the 'A' schedule property and has also sought damages. That the 'B' schedule properties to the suit are the movable vehicles belonging to the plaintiff registered in the name of Mr Shivasubramaniam, the erstwhile partner of the plaintiff and Mr. Thriunavukkarasu, erstwhile Manager of the plaintiff. The defendants in the process of illegal dispossession of the plaintiff, have also taken custody of movable vehicles detailed in the 'B' schedule to the plaint. That the 'B' schedule properties being movables, could be used by the defendants and their workers.



There is every eventuality of an untoward incident occurring while using the motor vehicles and in such an event, the liability would be fastened upon the plaintiff, who is the registered owner of the vehicles. In such an event, great hardship would be caused to the plaintiff, as the plaintiff would have to meet the claims. That apart, the vehicles could have also used for unlawful means, in which event also, the plaintiff would become answerable. In these circumstances, it is just necessary to restrain the defendants from using the vehicles. Plaintiff has made out a prima-facie case for granting an order of injunction. The balance of convenience is also in favour of the plaintiff. Hence, plaintiff prays to allow the application.

3. On the other hand the defendant No.1 has filed objection denying entire averments made in the IA No.I and contended that, he is a registered PA holder of the plaintiff firm, executed by partners of the plaintiff firm Alughu Vairam and Subramanyam under registered power of attorney dated 27.07.2022. Under the said



power of attorney they have given various powers under different heads to deal with the immovable properties. There is no time limit fixed in the GPA dated 27.07.2022 for any purpose. The defendant No.1 and his investors under the bonafide impression have genuinely made investment in Rs.15,56,00,000/- in respect of 'A' and "B" schedule properties. The movable vehicles i.e., Tractor with registration No. KA-18-T-9345 with two trailers, Mahindra Jeep with registration No. KA-18-M-7909, Mahindra pickup truck with registration No. KA-18-9821 and two wheeler with registration Nos. KA-18-A-5526 and KA-18-6814, were handed over to the defendant No.1 under delivery note and form No.20 infavour of defendant No.1 by Sockalingam for the smooth transaction of Kalasa Estate, entered between the parties on the above payment Rs.15,56,00,000/-. Thus defendant No.1 is the owner of movable vehicles and plaintiff has no manner of right, title, interest over the said vehicles after execution of deliver note and form No.20 infavour of



defendant No.1, it is for the defendant No.1 to use the vehicles as per his requirement. The defendant No.1 has filed complaint and police have registered FIR in crime No. 17/2025 against plaintiff's partner for the offences punishable under section 329(3), 329(4), 324(2), 352, 351(2), 3(5) of BNS Act. The plaintiff has also filed case against defendant No.1 in crime No. 16/2025, the defendant No.1 had challenged the FIR before the Hon'ble High Court of Karnataka in WP No. 12264/2025 and Hon'ble High Court of Karnataka has stayed the said FIR vide its order dated 24.04.2025. The defendant No.1 has filed suit in O.S. No. 11/2025 seeking for the relief of declaration to declare the cancellation of GPA dated 24.08.2023 as null and void, since the GPA is canceled unilaterally by the plaintiff under the registered document before the Joint Sub-Registrar, Thane without making the defendant No.1 as party to the cancellation of GPA and plaintiff has canceled the earlier GPA of attorney infavour of defendant No.1 dated 27.07.2022 registered in the



office of Thane and permanent injunction against the plaintiff and others. The defendant No.1 is a registered GPA holder of the plaintiff in respect of immovable properties and defendant No.2 is an agreement holder under the plaintiff. There is no prima-facie case and balance of convenience lies infavour of defendant No.1 and if the application is allowed defendant No.1 will be put to untold hardship. Hence, defendant No.1 prays to dismiss the IA.

4. Heard the learned counsel for the plaintiff and defendant No.1. Perused the written notes of arguments furnished by both the sides and perused the materials on record.

5. Now the points that would arise for my consideration is:

1. Whether the plaintiff has made out prima-facie case in its favour?
2. Whether the plaintiff proves that balance of



convenience lies in its favour?

3. Whether the plaintiff proves that it would be put to irreparable loss and injury if T.I. is not granted in its favour?

4. What order?

6. My finding on the aforesaid points for consideration is:

Point No. 1 : In the Affirmative.

Point No. 2 : In the Affirmative

Point No. 3 : In the Affirmative.

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

### REASONS.

7. Point No.1 to 3 : As the three points are interrelated they are discussed together to avoid repetition.



8. The plaintiff has filed the suit under Section 6 of the Specific Relief Act, 1963 seeking restoration of possession of the suit schedule properties alleging that he was unlawfully dispossessed there from by the defendants without due process of law.

9. The learned counsel for the plaintiff and defendant no.1 have reiterated what is stated by them in their application and objection. I am going through the entire records of the case. Now, the plaintiff has filed this IA No.I seeking to restrain the defendants their agents, drivers, workmen or any person or persons claiming through or under them from using or plying the movable vehicles, pending disposal of the suit.

10. As I have already narrated the facts of the case in detail above in nutshell, I will not repeat the facts once again at length but confine myself to material facts.



11. The plaintiff contends that suit schedule movable vehicles, which are part of the subject matter of the suit, are being used and altered by the defendants to their detriment and to defeat the plaintiff's claim.

12. The defendant No.1 has filed objections denying the allegations and contending that he is a registered PA holder of the plaintiff firm, executed by partners of the plaintiff firm Alughu Vairam and Subramanyam under registered power of attorney dated 27.07.2022. Under the said power of attorney they have given various powers under different heads to deal with the immovable properties. There is no time limit fixed in the GPA dated 27.07.2022 for any purpose. The defendant No.1 and his investors under the bonafide impression have genuinely made investment in Rs.15,56,00,000/- in respect of 'A' and "B" schedule properties. The movable vehicles were handed over to him under delivery note and form No.20 executed by Sockalingam for the smooth



transaction of Kalasa Estate, entered between the parties on the above payment Rs.15,56,00,000/-. Thus he is the owner of movable vehicles and plaintiff has no manner of right, title, interest over the said vehicles after execution of deliver note and form No.20 in his favour, it is for the him to use the vehicles as per his requirement.

13. Upon perusal of above contention and rival contention urged by both the parties, it is not in dispute between the parties the vehicles in question are in the possession of the defendants. Here, the defendant no. 1 in his objection specifically contended that, Sri. Sockalingam has executed delivery Note and Form No. 20 in his favour for the smooth transaction of Kalasa Estate and accordingly he became the owner of movable vehicles and it is for the him to use the said vehicles as per his requirement. However, in order to substantiate the above contention, defendant no. 1 has not placed any delivery Note and Form No. 20 in respect of said vehicles executed by Sockalingam.



14. Further, according to the defendant No.1 he is a registered PA holder of the plaintiff firm, executed by partners of the plaintiff firm Alughu Vairam and Subramanyam under registered power of attorney dated 22.07.2022. But, here, the deed of retirement and reconstruction of the partnership firm Kalasa Estate dated 09.11.2023 and Form No. 5 produced by the plaintiff shows that said Sockalingam was a partner of M.S. Kalasa Estate upto 23.06.2022 and he had no authority to represent or act on behalf of the plaintiff's firm after the reconstruction of the partnership deed dated 23.06.2022. Further, the said Sockalingam has filed affidavit before the court stating that he has never executed any such delivery note of R. No. 20 in favour of defendant no. 1. Thus, at this stage it is clear that as 22.07.2022 said Sockalingam was not the partner of the plaintiff Firm. Wherefore, Since Sockalingam was not a partner of the plaintiff firm as of 22.07.2022, how could he have executed the delivery note of Form



No.20 in favor of Defendant No. 1 in respect of the movable vehicles belonging to the firm.

15. Further, the learned counsel for the plaintiff submitted that defendant No. 1, in his objection, contended that Sockalingum had executed Documents delivery Note and Form No. 20 in his favor concerning movable vehicles, and based on these documents, he claims ownership. The counsel argued that, for the purposes of the Motor Vehicles Act, 1988, the person whose name is reflected in the records of the Registration Authority shall be treated as the owner of the motor vehicles. To support this argument, the counsel relied on the judgment in a **(2018) 3 Supreme Court cases 1**, in between *Naveen Kumar v. Vijay Kumar, among others.*"

Wherein the Hon'ble Supreme Court held that. "under the *Motor Vehicles Act, 1988*, the person whose name is recorded in the *registration certificate* (RC) is deemed to be the



owner of the vehicle for the purpose of the Act, particularly for matters like insurance, third-party claims, and legal disputes”.

Further, the counsel relied for the plaintiff relied upon the judgment in **CRIMINAL PETITION NO. 100386 of 2017** between: Shri. Avinash Hariba Alave V. The state and others, Wherein our Hon’ble high court held that,

“the principles of law enunciated in Naveen Kumar 's case and in MFA No.23935/2009 supra, it is crystal clear that unless the erstwhile owner takes necessary steps in getting his name removed from the registers maintained in the Regional Transport Office and enters the name of the subsequent purchaser, the civil liability will have to be borne by the erstwhile owner”



“On careful perusal of the above decisions, it is crystal clear that the law enjoins a duty on the erstwhile owner to declare certain particulars as contemplated in Form No.30 for completion of transfer of the ownership. Mere passing of a sale receipt or signing Form No.29 ipso facto does not result in transfer of the ownership. In view of the same, the liability to pay the compensation rests with the erstwhile owner of the vehicle.”

**16.** Thus, on the perusal of the ratio laid down in the above judgments it is clear that, the Apex Court and High Court emphasized that the registration document is the primary record maintained by the Registration Authority, and the name appearing on the certificate is an official indication of ownership. Other documents, such as sale agreements, may be



considered, but they do not override the registration details for the purpose of determining legal ownership. Thus, the contention of the defendant No.1 that based on Form No. 20 and the Delivery Note executed by Sockalingam, he became the owner of the movable vehicles, contention cannot be accepted at this stage.

17. Furthermore, the counsel for the defendant No. 1 on 15.11.2025 submitted the vehicle particulars for the vehicle bearing registration number K18M-7909, as issued by the RTO and contended that the said vehicle was transferred into his name on 11.11.2025, based on the delivery note and Form No. 20 executed by Sockalingam. Accordingly, Defendant No. 1 claims to have become the owner of the vehicles and asserts his right to use them. Upon reviewing the vehicle particulars submitted by Defendant No. 1, it is evident that the vehicle bearing registration number K18M7909 was transferred to the name of Defendant No. 1, Mohammed Harris, on 11.11.2025, which is after the filing of this suit. However, the document clearly



identifies the previous owner as Shivasubramaniam, and it is apparent that Sockalingam was not the previous owner of the vehicle. Moreover, as stated earlier, Sockalingam was not a partner of the plaintiff firm as of 27.07.2022. Therefore, the document submitted by Defendant No. 1, asserting that he became the owner of the vehicle based on this transfer, is not valid and cannot be considered at this stage.

18. Further, in addition to that, the copy of the registration certificate submitted by the plaintiff shows that the tractor bearing registration number K18T9345 is registered in the name of the proprietor of Kalasa Estate, Mavinakere, the registration certificate for the Mahindra pickup truck bearing registration number K18B821 is in the name of Shivasubramaniam, and the registration certificates for the two-wheelers bearing registration numbers K18EA5526 and K18K814 are in the name of Thiruvakarasu. Thus, the contention taken by the defendant No. 1 that, based on Delivery Note and Form No. 20 executed by Sockalingam, he became



the owner of the movable vehicles, contention cannot be accepted at this stage.

19. Here, the primary question before this Court at this stage is whether the plaintiff has made out a case for grant of temporary injunction. From the documents placed on record, such as registration certificates, insurance papers, it appears prima facie that the plaintiff was in settled possession of the vehicles prior to the alleged interference by the defendant. The defendant has not produced any credible material to establish lawful possession or ownership. Under Section 6 of the Specific Relief Act, 1963, no person shall be dispossessed of possession otherwise than in accordance with law. Even a person in settled possession without ownership is entitled to protection against unlawful dispossession. The plaintiff, therefore, has made out a prima facie case for protection of possession pending adjudication of the main suit. Further, the balance of convenience also lies in favor of the plaintiff, as the vehicles are alleged to be essential for its ongoing



business operations, and the plaintiff would suffer irreparable injury if the defendant is permitted to use or deal with the same during the pendency of the suit. Accordingly, I hold **point No.1 to 3 in the Affirmative.**

**20. Point No. 4 :-** In view of my findings on Point No. 1 to 3, I proceed to pass the following.

**:: O R D E R ::**

The I.A.I filed by the plaintiff Under Order XXXIX Rule 1(a) of CPC is hereby **allowed.**

The defendants, their agents, representatives, or any person claiming through them are hereby restrained from using, transferring, alienating, or in any manner dealing with the vehicles described in the schedule to the plaint until disposal of the main suit.

The defendants are further directed to maintain the vehicles in safe custody and not to cause



any damage thereto.

Nothing contained in this order shall be construed as an expression of opinion on the merits of the main suit.

No order as to cost.

*(Dictated to the stenographer directly on computer, computerized by her, corrected and then pronounced by me in the open court on this the 18<sup>th</sup> day of November 2025)*

**(Prakash P.M.)  
Senior Civil Judge & JMFC,  
Mudigere.**