

IN THE COURT OF PRL.CIVIL JUDGE, & JMFC., AT
CHAMARAJANAGARA

Dated this 17th day of June 2026

: **PRESENT:**

SMT. SMITA NAGALAPUR., B.A.LL.B,
PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA

OS.No.182/2024

PLAINTIFF/s : Syed Abdulla.K.K. & Another
V/s

RESPONDENT/s: Nasrulla Khan

I.A.No.I

APPLICANT/s : 1. Syed Abdulla.K.K,
S/o K.K.Syed Husain Sab,
Aged about 69 years,
2. Jeenathunnisa
W/o Syed Abdulla.K.K,
Aged about 44 years,
Both are R/at, No.1149,
1st main, 9th Cross,
Behind Ayesha Masjid,
Shanthinagar, Mysuru City,
Mysuru.

(by Sri.M.S.G., Advocate)

V/s

OPPONENTS/s : Nasrulla Khan,
S/o Rahaman Khan,
aged about 62 years,
R/at, No.57, 3rd Floor,
9th A Main Road,
Padarayanapura,
Bengaluru South,

Bengaluru City.

(by Sri.S.N., Advocate)

i.	<i>Provision under which the application is filed</i>	<i>XXXIX Rule 1 & 2 of CPC</i>
ii.	<i>Relief sought for</i>	<i>Temporary Injunction</i>
iii.	<i>The date on which the applications are filed</i>	<i>08.07.2024</i>
iv.	<i>Number of the application</i>	<i>IA.No.I</i>
v.	<i>The date on which the objections are filed by different opponents</i>	<i>26.03.2026</i>
vi.	<i>The date on which the orders were passed on the said application</i>	<i>17.06.2026</i>

ORDER ON I.A.I

The Plaintiffs filed I.A.No.I U/o XXXIX Rule 1 & 2 of CPC praying therein to issue temporary injunction restraining the defendants from obstructing to the plaintiff for running of school in the suit schedule property till disposal of the suit.

Suit Schedule Property

The property bearing Sy.No.46/1, measuring 0.03 guntas situated at Galipura Village, Kasaba Hobli, Chamarajanagar Taluk, bounded by

East by : Land belongs to Shahedara
 West by : Land belongs to Asgar Pasha
 North by : Road (ತಿರುಗಾಡಲು ಬಿಟ್ಟಿರುವ ರಸ್ತೆ)
 South by : Land belongs to Unus Khan

2. Brief facts of the plaintiffs case are as follows;

The suit schedule property originally belongs to one Apsar Pasha S/o Mohammed Husain and he had executed

registered joint Relinquishment Deed in favour of plaintiff on 05.11.2019. Since then the plaintiff is owner in possession of the suit schedule property. Due to his family legal necessity, the plaintiff has executed registered agreement for sale in favour of the defendant on 14.12.2023. In the said agreement consideration amount agreed was of Rs.40,00,000/- and the defendant has paid earnest amount of Rs.25,00,000/- to the plaintiff and he agreed to pay balance consideration of Rs.15,00,000/- to get register sale deed in his name. On the date of agreement possession of the property not delivered in favour of the defendant. The plaintiff is running English medium school by name Bright Shine Public School and the defendant entered in the suit schedule property on 01.07.2024 and tried to dispossess the plaintiff. The concerned police refused to take complaint and as such the plaintiff constrained to file suit for injunction along with this application.

3. The defendant has appeared through his counsel and filed written statement. Thereafter, he filed Memo to consider his written statement as objection to IA.No.I. In the written statement, the defendant specifically contended that, after execution of agreement for sale the plaintiff executed another agreement on 15.12.2023 by agreeing to handover possession of the property along with school and property of the school. Since then, the defendant is in possession of the property and he is running school as per terms and conditions in the said agreement. The defendant has already paid Rs.35,00,000/- to

the plaintiff and he was ever ready to pay balance consideration amount of Rs.5,00,000/- to the plaintiff. But the plaintiff postponed execution of registered Sal deed by giving one or other reasons. For that reason the defendant has issued legal notice to the plaintiff on 19.11.2024 and the said notice returned to the defendant with endorsement 'no such person in the address'. The plaintiff was intentionally evaded service of notice and he filed this suit without any cause of action. Hence plaintiff not entitled for relief claimed in the application.

4. Heard both side.

5. On the basis of the pleading, parties and documents produced the following points arise for my consideration:

1. Whether the plaintiff has made out prima-facie case for grant of temporary injunction?
2. Whether the balance of convenience lies in favour of plaintiff?
3. Whether plaintiff will be put to irreparable injury if an order of temporary injunction is not granted ?
4. What order?

6. My answers 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 the final order for
the following:

REASONS

7. Point No.1 to 3:- These points are taken up together for common discussion to avoid the repetition of facts and circumstances.

This suit is filed by the plaintiff for relief of Permanent injunction. The suit schedule property is land to an extent of 3 guntas and there is a school by name Bright Shine Public School. The existence of said schedule in the suit schedule property is undisputed fact. But both the parties pleaded that, they are running school in the suit schedule property. The plaintiff contended that, he agreed to sell said property to the defendant for consideration of Rs.40,00,000/-. The defendant had paid Rs.25,00,000/- and as such the registered agreement for sale without handing over possession was executed on 14.12.2023. The defendant agreed to pay balance amount Rs.15,00,000/- within six months and to get register the Sale deed in his name. The defendant has failed to perform his part of contract and as such the said agreement for a sale has no sanctity under law. The plaintiff is running above said English medium school in the suit schedule property and defendant obstructed for the same.

8. The defendant denied possession of the plaintiff in the suit schedule property on the date of filing of suit. the specific contention of the defendant is the plaintiff has executed another agreement in favour of him on 15.12.2023 by handing over possession of the property along with school

and its property. Since then the defendant is running school in the suit schedule property. The defendant contended that, without having possession the plaintiff is not entitled for relief of injunction. The counsel for plaintiff argued that, no such agreement executed by the plaintiff as alleged by the defendant and possession is with plaintiff. But the counsel for defendant has produced original agreement dated 15.12.2023, notice dated 19.11.2024, copy of plaint in OS.No.70/2025 and other documents. The said documents shows that, the defendant filed suit against plaintiff for the relief of specific performance of contract by issuing notice. The above facts shows that, the defendant is claiming his possession on the basis of agreement for sale which was not registered.

9. On going through plaint, written statement and documents it clearly shows that, there is a school in the property and the plaintiff is contending that, he is running school. On the other side the defendant contended that, he is running school since date of handing over of possession by the plaintiff as per agreement relied by him. The said aspects required full fledged trial. The conduct of the plaintiff shows that there is no such prima-facie case in his favour and the possession of the plaintiff on the date of filing of suit is in dispute. Therefore, granting temporary injunction to the plaintiff is nothing but inviting new problems and complications in the dispute. Moreover, this suit has been filed for bare injunction and defendant denying possession of

the plaintiff. If application not allowed no such hardship will be caused to the plaintiff as he is having every right to run school in the suit schedule property by taking proper steps. Hence, the facts and circumstances shows that, there is no balance of convenience in favour of the plaintiff to grant temporary injunction at this stage. Accordingly, I answer **Points No.1 to 3** in the **NEGATIVE**.

10. Point No.4:- In view of the above said discussion in point No.1 to 3, I proceed to pass the following :

ORDER

The application filed by the Plaintiff under Order XXXIX Rule 1 and 2 of CPC is hereby rejected.

No order as to cost.

(Directly dictated to the Stenographer on Computer, typed by her corrected by me, then pronounced in the open Court on this the 17th day of June 2026)

**PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA**