

KADG320001112025



**IN THE COURT OF
PRL. CIVIL JUDGE AND JMFC HARIHAR,
AT HARIHAR**

(Presided Over by SMT. JYOTI ASHOK PATTAR)
(B.E., LL.B.)

O.S. No.17/2025

Dated this the 13th day of March, 2026

Hidayath Ulla B.A.

....PLAINTIFF

Vs.

I.H. Annappa

PARTIES TO I.A.No.I

Hidayath Ulla B.A.

**....APPLICANT/
PLAINTIFF**

Vs.

I.H. Annappa

**....OPPONENT/
DEFENDANT**

i	Provision under which the application is filed	U/O. XXXIX Rule 1 and 2 R/w Sec.151 of CPC
ii	Relief sought for	T. I
iii	The date on which the application is filed	20.01.2025
iv	Number of the application	01
v	The date on which the objections are filed by the defendants opponents	20.04.2025
vi	The date on which the orders were passed on the said application.	13.03.2026

ORDER ON I.A.No.I

The present application is filed by the plaintiff U/O. XXXIX Rule 1 and 2 R/w Sec.151 of CPC along with plaint, seeking an order of temporary injunction against the defendant, his agents, henchmen or anybody on their behalf from interfering with the peaceful possession and enjoyment of the suit schedule property till disposal of this Court.

2. It is stated in the accompanying affidavit that plaintiff was in need of vacant space to dump the scrap and to run the shop. That the defendant is the absolute owner of the land bearing Sy. No.27/1 and Sy. No.27/2 and said land is adjacent to the main road and freely accessible for vehicles and suitable scrap business, as such plaintiff has approached the defendant to let the

vacant space towards the Nittur road in the above said land bearing Sy.No.27/2, on rent basis. That in this behalf negotiations were held and the defendant had let out the vacant space in landed property (ಖಾಲಿ ಜಾಗ) to an extent of East-West 60 feet North-South 80 feet on monthly rental of Rs.5,000/- per month for a period of 3 years and in this behalf on 09.05.2022 the defendant had executed the rent agreement in his favour. That on that day itself the defendant had delivered the possession of said property to him. That after plaintiff has constructed the structure over the above said property, for which he has invested huge amount of Rs.2,00,000/- and obtained the electricity connection and also obtained the GST license certificate to open the Scrap business under the name and style as "M H S Scrap Merchants". That he is in peaceful possession and enjoyment of the suit schedule property without any interruption whatsoever. That the defendant in the second week of January 2025, by colluding with other persons who are ill-disposed off towards plaintiff, he is making hectic efforts to evict him from the suit schedule premises illegally by taking the law into his own hands and started to interfere in plaintiff peaceful possession and enjoyment of the suit schedule premises. That in this behalf plaintiff requested the defendant not to act illegally, without following due process of law. That in this behalf he conveyed as panchayath and advised the

defendant, but he has not heeded to his request and all his efforts went in vain. Hence, the suit and present application.

3. Per contra, the defendant filed written statement and contended that the plaintiff has filed this suit only harass this defendant as he has got canceled the sale agreement held with the plaintiff. The plaintiff has ill-minded motive to knock-off the suit schedule property. That the plaintiff has filed this suit by suppressing the true facts that have occurred between him and the defendant regarding entering into an agreement and at the instance of the plaintiff only got the said agreement canceled. That even as per clause 5 of conditions to the rent agreement got executed by the plaintiff, only to submit, to avail electricity supply, the said tenancy ends by 10.05.2025 and till today he has not vacated the suit schedule property. If really the plaintiff is a law abiding person he would have to take necessary steps to vacate and hand over the suit schedule property or would have approached the defendant to have renewal of the rent agreement. Hence the defendant has all prepared to initiate appropriate legal proceedings against the plaintiff to evict him from the suit schedule property. It is specifically stated that the defendant has obtained alienation order from the concerned authority by borrowing huge loan from bank to develop the suit schedule property as layout,

hence he needs the said land for his personal use and occupation. On these grounds prays to reject the application.

4. Heard both side.

5. The following points arise for this Court determination;

- 1) Whether the plaintiff has made out prima-facie case?
- 2) Whether plaintiff has made out the balance of convenience in his favour?
- 3) Whether the plaintiff will be put to irreparable injury, if the temporary injunction as claimed by him refused?
- 4) What Order?

6. This Court findings on 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;

REASONS

7. Point No.1 to 3: In order to get the order of temporary injunction plaintiff has to show that, prima facie case is in his favour and balance of convenience lies in his favour. Further he has to show that in case of temporary

injunction order as sought by is not granted, he will be put to heavy and irreparable loss, which cannot be compensated in terms of money.

8. That in order to grant temporary injunction the Court has to consider the three cardinal principles. That is prima facie case, balance of convenience and irreparable loss. The prima facie case means “evidence sufficient in law to raise a presumption of fact or establish the fact in question unless rebutted”. It means “on its face” or “at first glance”. The balance of convenience means whether the hardship or inconvenience of the plaintiff, if injunction is refused is greater than the hardship to the defendant if it is granted. The irreparable injuries means the applicant will suffer harm that cannot be adequately compensated by monetary damages if the injunction is denied.

9. Keeping the above cardinal principles in mind, this Court has gone through the materials placed on record. The specific case of the plaintiff is that he is the tenant in the suit schedule property and the defendant is illegally trying to dispossess him from the suit schedule property. In support of his case he has relied on the following documents i.e., Rent agreement dated: 09.05.2022, certified copy of the RTC bearing Re.Sy. No.27/1 of the year 2024-2025, certified copy of the RTC bearing Re.Sy. No.27/2 of the year 2024-2025, Registration certificate/Form GST REG-06, Electricity bill and four photos.

10. It is pertinent to note that, admittedly the plaintiff is a tenant in the suit schedule property. But the contention of the defendant is that he is in need of suit schedule property to form layouts and the plaintiff has not paid agreed rent amount. The rent agreement dated: 09.05.2022 wherein the period of the rent shown as 3 years from the date of agreement i.e., 10.05.2022 to 10.05.2025 and the rent amount is of Rs.5,000/- per month. And the present suit is instituted on 21.01.2025. Under such circumstances the plaintiff has to show that he has complied all the conditions of the rent agreement. But the plaintiff has not produced any document in respect of payment of rent. Moreover the rent agreement relied by the plaintiff is an unregistered document which has no admissible value at this stage. The mere admission of relationship of land lord and tenant does not establish the settled possession of the plaintiff over the suit schedule property. And whether the plaintiff has fulfilled the terms and conditions of the agreement and he is in lawful possession of the suit schedule property or not is matter of trial and at the stage Court cannot held mini trial. Therefore the plaintiff has failed to establish prima facie case.

11. At this juncture, any opinion on merits of the case will prejudice the mind of the parties. Therefore, without going to the merits of the case. As stated above there is no material on record to show that the plaintiff has fulfilled the

terms of the rent agreement and he is in lawful possession of the suit schedule property. Hence, considering the materials placed on record, it can be said that, the plaintiff has not made out prima facie case.

12. That keeping open the contention of the both the parties for the trial. This Court opines that, the plaintiff has failed to establish prima facie case in his favour for the reasons stated supra. Hence the other two principles i.e. balance of convenience and irreparable loss does not taken for consideration. Hence the point No.1 to 3 are answered in the Negative.

13. Point No.4 : In view of the above discussion, this Court proceed to pass the following:

ORDER

I.A.No.1 filed by the plaintiff
U/O XXXIX Rule 1 & 2 R/w Sec. 151 of
CPC., is hereby rejected.

Consequently, exparte temporary
injunction granted in favour of plaintiff
is vacated.

No order as to costs.

(Dictated to the Stenographer directly on computer, typed by her, revised and corrected by me and then pronounced in the open Court on this the 13th day of March 2026)

(Jyoti Ashok Pattar)
Prl. Civil Judge & JMFC,
Harihar.