

IN THE COURT OF I ADDL. SENIOR CIVIL JUDGE

AND J.M.F.C., HUBBALLI

PRESENT:- SMT. SARVAMANGALA K.M.,
B.A. LL.B

I ADDL. SENIOR CIVIL JUDGE AND JMFC.,
HUBBALLI.

O.S. No.356/2025

Dated this the 03rd day of February, 2026

Plaintiff : Allasab S/o Jamalsab
Jamalsabnavar.

.Vs.

Defendant : Syed Tanveer S/o Hayatsab Kittur
and others.

PARTIES TO I.A. No.I

Applicant : Allasab S/o Jamalsab
Jamalsabnavar.

//Versus//

Opponent : Syed Tanveer S/o Hayatsab Kittur
and others.

i. Provision under : Under Order 39 Rule 1 and
which application is 2 R/w Sec.151 of CPC.
filed

ii. Relief sought for : Seeking an order of
temporary injunction

restraining the defendant No.2 to 4 and their agents, servants, henchmen and any other person claiming through them from alienating or creating any charge over the suit property in the interest of justice and equity.

- iii. The date on which : 25.07.2025
application is filed*
- iv. Number of the : I
application*
- v. The date on which : 13.08.2025
objections are filed
by different
opponents*
- vi. The date on which : 03.02.2026
orders were passed
on the said
application*

ORDER ON I.A. NO.I

The plaintiff filed an I.A. No.I under Order 39 rule 1 and 2 R/w Sec.151 of C.P.C., seeking an order of temporary injunction restraining the defendant No.2 to 4 and their agents, servants, henchmen and any other person claiming through them from alienating or creating any charge over the suit property in the interest of justice and equity.

Description of the suit schedule property:

An agricultural land bearing survey/block No.207/2B/1 measuring 02 acres 25 guntas situated at Haliyal Village, Hubballi Taluk, which is bounded as under:

*East : Adjacent Hissa No.2 and 1K.
West : Road.
North : Adjacent Hissa No.1A.
South : Adjacent R.S. No.209.*

2. On the other hand, the defendant No.1 filed written statement and the defendant No.2 to 4 filed memo adopting the written statement of defendant No.1. Further, they have filed memo to adopt the Written Statement as objections to IA No.I.

3. Heard arguments.

4. On the basis of entire materials available on record the following points arise for my consideration:

POINTS

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

3. *Whether the hardship would be caused to the plaintiff if injunction is not granted?*
4. *What order ?*
5. *My answer to the above points are as follows:*
- 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

6. **Point No.1:** *This is the suit filed by the plaintiff against the defendant seeking the relief of cancellation of impugned sale deed dated:18.08.2018 executed in favour of defendant by exerting fraud and undue influence on plaintiff and same is illegal and void. Further, seeking possession of the suit schedule property if Court come to the conclusion that plaintiff is not in the possession of the suit property, further consequential relief of permanent injunction restraining the defendant from unlawfully obstructing the peaceful possession*

and enjoyment of the suit property by the plaintiff with cost and such other relief.

Along with the suit the plaintiff filed the present I.A. seeking the above said relief.

7. The brief facts of the affidavit annexed to application is that, the plaintiff has filed this suit for cancellation / quashing of the sale deeds in respect of the suit property i.e., sale deed dated:24.04.2025 executed by the plaintiff in favour of the defendant No.1 which is registered with the Sub-Registrar, Hubballi (North) and the sale deed dated:05.06.2025 executed by the defendant No.1 in favour of the defendant No.2 to 4 which is registered with the Sub-Registrar, Hubballi (North). It is further submitted that plaintiff is the owner of the suit property. After prolong negotiations, he has agreed to sell suit property at the rate of Rs.26,00,000/- per acre for total consideration amount of Rs.68,25,000/- for total 2 Acres 25 guntas. Accordingly a Notarized Agreement of Sale is came to be executed in favor of the Defendant No.1 on 02.11.2021 by receiving an amount of Rs.5,00,000/- towards earnest money.

The said Agreement of Sale is duly notarized and registered in the Notary Public Register of Mr.M.A.Shivalli under Document No.2510 on 02.11.2021. Even though there was bar under Law by it is specifically agreed that, the Defendant shall get register the Agreement of sale dated:02.11.2021 on 16.12.2021 by making payment of additional earnest money of Rs.20,00,000/- Accordingly on 19.11.2021, the Defendant No.1 has got executed fresh Agreement of Sale before the Public Notary Sri. M.A. Shivalli, which bearing Notary Registration No.2661 by making payment of additional earnest money of Rs.20,00,000/- apart from earnest money of Rs.5,00,000/- paid on 02.11.2021. The Defendant has totally paid an amount of Rs.25,00,000/- as earnest money out of the total agreed sale consideration amount of Rs.68,25,000/- on 19.11.2021. At the time of entering into said Fresh Agreement of Sale, it is specifically agreed by the Defendant No.1 that he shall get execute the Final Registered Sale Deed within 4 months i.e., on or before 01.04.2022 without fail. In the said both agreements there are no condition precedent imposed on plaintiff to execute the sale deed as per

the requirement of the Defendant No.1 and time was the essence of the contract, to get execute the sale deed under the said Agreement of Sale. By both the Agreement of Sale it was specifically agreed by the Defendant No.1 that, on his failure to get execute the sale deed, the agreement of sale automatically stands terminated/canceled and the earnest money and automatically forfeited to plaintiff.

It is further submitted that at the time of entering into fresh unregistered notarized Agreement of sale dated:19.11.2021 on the very day, the Defendant No.1 has represented before plaintiff that, to avoid the stamp duty and also stamp duty of the Final Registered Sale Deed and also Agreement of sale, he shall get registered the sham, nominal and notional agreement of sale for the sale consideration amount of Rs.8,00,000/- only. At the same time, the Defendant No.1 has also promised and represented him that, the said registered Agreement of sale is only a sham and nominal one and same cannot be acted upon and also cannot be enforced against him. He is bound by the unregistered duly notarized Agreement of Sale dated:

02.11.2021 and 19.11.2021, which shall be real and true Agreements of Sale. The Defendant No.1 has also promised and agreed that, he will get register the final Registered Sale Deed at his cost and risk by making payment of balance sale consideration of Rs.43,25,000/- on or before 01.04.2022 as agreed upon, thereby the Defendant No.1 made him to believe in the words, representations, promises and assurances, greed to execute the sham nominal and notional agreement of sale for Rs.8,00,000/- which is registered at Document No.7638. Under the said Agreement of sale, the he never received any earnest money as alleged, as the same is nominal and notional voidable agreement of sale. The Defendant No.1 was stopped from act upon the said registered agreement of sale and also he is bound by unregistered duly notarized Agreement of Sale dated:02.11.2021 and 19.11.2021. As such the alleged registered Agreement of sale is voidable one his option and the same cannot be enforced. The Defendant No.1 did not come forward to get execute the registered sale deed on or before 01.04.2022 by making payment of balance sale consideration

amount of Rs.43,25,000/- from him. He has failed to perform his part of the contract without any cause or reason. When this is the true state of affairs, the Defendant No.1 only with a view to take undue advantage of the registered Agreement of Sale, comparing with and ranking above the unregistered two agreements of sale which are duly notarized, and also by suppressing the true facts and to make undue benefits, and also throwing to the winds, the provisions of Inam Abolition Act, and also Karnataka Land Revenue Act, has filed a false, frivolous and vexatious suit for specific performance of the contract, in O.S. No.368/2023, on the file of Hon'ble Principal Senior Civil Judge, Hubballi, by clearly suppressing and hiding the two notarized agreements of sale, contending that, he has and agreed to sell the suit property to the Defendant No.1 for full and final sale consideration of Rs.8,00,000/- accordingly executed an Agreement of Sale dated:19.11.2021, which is duly registered with the Sub-Registrar, (North) Hubballi under document No.7638 and received a sum of Rs.4,00,000/- through Cheque No.000037 dated:18.11.2021, drawn on

Bandhan Bank, Koppikar Road Branch, Hubballi. Further contended that as per the terms of the Agreement, he shall get prepared the P.T. Sheet, within 01.04.2022 and also get the consent from all the family members, and after clearing the loan on the suit property inform the Defendant No.1 and execute the sale deed before the Sub-Registrar, Hubballi and receive the remaining sale consideration of Rs.4,00,000/-.

It is further contended that, after receipt of the summons he has appeared before the Court and filed his written statement, enlightening before the Court the entire truth of the matter, and after filing the written statement, it seems the Defendant No.1 accepted the legal defeat before judgment and accordingly with lot of efforts, tried to convince him that he shall pay the remaining sale consideration amount as per the notarized Agreements of sale i.e., Rs.43,25,000/- and also issued the 2 Cheques both drawn on Union Bank of India, Keshwapur Branch, Hubballi for Rs.5,00,000/- bearing No.008238 dated 10.04.2025 and for Rs.6,00,000/- bearing No.008241 dated 10.04.2025. While issuing the said cheques, the Defendant

No.1 has assured him that both the cheques will be positively honoured on their presentation for encashment. He assured that, he shall pay the remaining sale consideration amount, within 2 or 3 days. However, he urged before him in the interest of saving of the stamp duty amount, and also various other registration expenses, execute the Sale Deed. As per the Registered Agreement of Sale, and yet again believing on the Defendant No.1 he has agreed for the same, entirely on the basis of the cheques issued by the Defendant No.1 towards the remaining sale consideration amount. Accordingly, executed the Sale Deed dated:24.04.2025 which is duly registered with the Office of the Sub-Registrar (North) Hubballi. That the Defendant No.1 even without taking breathing time, and even without even requesting him to to come for filing compromise petition before the Court withdrawn the said suit, voluntarily, so also even in the absence of his own Advocate on record, which is accepted by the Court. Accordingly the Defendant No.1 successfully withdrawn the said suit, even without disclosing anything about the truth of the matter before the Court.

It is further submitted that plaintiff has presented both the cheques for encashment, but both the cheques came to be dishonored on 02.05.2025, with the banker's remarks "payment stopped by the Drawer and when this fact is being raised and when he intended to take legal action against the Defendant No.1 he urged before him not to take any legal action and also assured that he will pay the amount covered under the said cheques and also clear the remaining sale consideration amount, within some days or so. Not only this, the Defendant No.1 who was assured the payment of consideration as per the notarized agreement, has likewise, dragged the payment and also the cheques issued by him are being dishonored. Likewise, the Defendant No.1 has successfully postponed the payment of remaining sale consideration amount, and also cheated him by getting stopped the honor of the said cheques. He has not yet paid the remaining sale consideration amount. Hence, he state that, Sale Deed dated:24.04.2025, which is duly registered with the Office of the Sub-Registrar (North) Hubballi is illegal, null and void and also liable to be cancelled or quashed by this

Hon'ble Court. The Defendant No.1 did not become the owner of the suit property by virtue of the sale deed and no title passes to him. Above all no consideration for the actual agreed amount of sale consideration is received by him. Hence the Defendant No.1 did not become the owner of the suit. The Defendant No.1 only with view to escape his liability was searching for likewise, purchasers of the very suit property, and accordingly, by colluding with the Defendant No.1 No.2 to 4 hatched a plan of creating a registered sale deed, at least to shift his liability among others, and at the same time, it seems by cheating the No.2 to 4 also and thereby created a Sale Deed in favor of the Defendant No.2 to 4 styling the sale deed, as if he has sold the suit property to the Defendant No.2 to 4 for sale consideration of only Rs.15,50,000/- and also succeeded in getting the said sale deed registered with the Sub-Registrar (North) Hubballi, under Document No.HBN-1-02946-2025-26 dated:05.06.2025. On seeing with naked eyes, the Defendant No.1 has sold the suit property, within one and half months of purchase by him. Further, when he did not become the owner, he cannot sell the

suit property and hence the said sale deed dated:05.06.2025 is also illegal null and void and liable to be quashed/cancelled. When this is the true state of affairs, the Defendant No.1 went on assuring the clearing of the remaining sale consideration amount mentioned above, but he is postponing the payment under one or other pretexts. It is now reliably learnt that, the so called present owners i.e., Defendant No.2 to 4 are now making hurried attempts to further alienate the suit property by virtue of the illegal, null and void sale deed executed by the Defendant No.1 in their favor. Hence he has filed this suit for cancellation of both the sale deeds in respect of the suit property i.e., Sale Deed dated:24.04.2025 executed by the Plaintiff in favor of the Defendant No.1 and the Sale Deed dated 05.06.2025 executed by the Defendant No.1 in favor of the Defendant No.1 No.2 to 4 which is registered with the Sub-Registrar, Hubballi (North). The Defendant No.2 to 4 are now making hurried attempts to alienate the suit property to others. If they succeeded in alienated in alienating the same, the very purpose of plaintiff being filing this suit and succeeding in this suit will be

frustrated and he will be put to great injustice, which can never be compensated in any terms. Hence, prayed to allow the application.

8. The objections of the defendant No.1 to 4 is that the suit of the plaintiff and contents of the plaint are totally false, frivolous, vexatious and also besides being malicious one. The Pleading of Plaint are ambiguous and not clear and version of the plaintiff in the Plaint are in consistent with documents and also there is no definiteness in the version of the plaintiff. Hence, it is amounts to abuse the process of law and making the misuse the leniency of Hon'ble Court of law. Such tendency is not deserve to be entertained. The description and boundaries of the Property as mentioned and described in Para No.2 of the Plaint as the Suit Schedule Property is true and correct and this defendant is admitted the same. The Suit of the plaintiff in the present form is not at all maintainable without seeking the relief of declaration. The Plaintiff has transferred his right, title, interest and Possession of Suit Schedule property by receiving the valuable sale consideration

amount by way of cheques and executed the registered Sale deed in favor of this defendant, which is registered in the office of Senior Sub Registrar (North), Hubballi, Under the document No.HBN-1-00888-2025-26 dated:24.04.2025, wherein registered sale deed is disclosed that plaintiff has admitted for receipt of entire Sale consideration amount from this defendant and also admitted by the Plaintiff that he is inducted this defendant in to actual and vacant possession of the Suit Schedule Property and the wife and children's of Plaintiff are also executed a registered consent deed in favour of this defendant for sale deed executed by Plaintiff in favor of defendant No.1, by admitted for receipt of entire sale consideration amount mentioned in the registered Sale deed. These all aspects are disclosed that it's complete and the valid transaction. Hence, on this true facts there is no cause has arose to the plaintiff to file this Suit as shown in Para No.19 of the Plaint. Therefore, Suit filed by Plaintiff is barred and not maintainable under Order 7 Rule 11 of Civil Procedure code for want of Cause of Action.

It is further submitted that, the Plaintiff has represented to the defendant No.1 that he is the absolute owner of Suit Schedule Property and the Suit Schedule Property is free from all encumbrances and Plaintiff also represented that he was badly needed of funds for the purpose of his family and legal necessities and begin to new business and offered to sell the Suit Property to the defendant No.1. Then the Defendant No.1 is agreed for purchase of the Suit Schedule Property, then negotiation were held bargains was settled. Accordingly, Plaintiff has entered in to registered agreement of sale in respect of Suit Schedule Property in favor of defendant No.1 for total consideration of Rs.8,00,000/-. On 18.11.2021 in the presence of witness and the said Agreement of Sale is registered in the office of the Sub Registrar, Hubballi, Under Document. HBN-1-07638-2021-22, CD No. HBND858 dated: 18.11.2013, by receiving Sale Consideration amount of Rs. 4,00,000/-. That after inspite of several request and demands made by the defendant No.1, plaintiff has failed to execute the duly registered deed of sale by accepting balance sale

consideration amount of Rs.4,00,000/-. Than defendant No.1 got fed up delay attitude of Plaintiff and got filed O.S. No. 368/2023 before the Principal Senior Civil Judge, Hubballi. But, during the Pendency of the Suit, plaintiff has executed a registered Deed of sale On 24.04.2025 by receiving the balance sale amount of Rs.4,00,000/- and handed over the actual and vacant possession of the Suit Schedule Property to this defendant No.1 and the said sale deed is registered in the office of Sub Registrar (North), Hubballi, Under the document No. HBN-1-00888-2025-26 dated:24.04.2025. That after Plaintiff has executed the registered sale deed in respect of Suit Schedule Property, the defendant No.1 had withdrawn the said Suit bearing O.S. No.368/2023 by filing a memo through his counsel.

It is further contended that prior to execute registered agreement of sale by the plaintiff in favor of this defendant No.1, the Plaintiff has represented to the defendant No.1 that the brother of Plaintiffs are insist and harass to sale of Suit property to them for meager amount, therefore to show the Suit

property to huge figure and to avoid the hurdles from them to execute the nominal agreement of sale, then the defendant No.1 believing on the word of Plaintiff has executed the nominal agreement of sale and issued the cheques to show his brothers. But not at all intended to be act upon it. Thereafter to avoid the further litigation in respect of nominal agreements On. 07.05.2025, the plaintiff has executed the Consent deed that there is no any due of amount from Defendant No.1 in respect of sale of suit schedule property and plaintiff has represent that cheques are issued by the defendant No.1 to show his brother are lost etc. The defendant No.1 is bonafide purchaser for value of Suit Schedule Property and name of defendant No.1 is mutated in records of right as holder, cultivator and possessor of suit schedule property since from date of purchase of suit schedule property, now the defendant No.1 has sold the Suit Schedule Property to defendant No.2 to 4 by receiving huge consideration amount and handed over the actual and vacant possession of the Suit property to the defendant No.2 to 4 by way of registered sale deed and since from the date defendant

No.2 to 4 are in actual possession, enjoyment and cultivation of the suit schedule property by paying the revenue, then soon after came to knowledge of plaintiff that defendant No.1 has sold the suit property to the defendant No.2 to 4 for double of amount, then the plaintiff to grab the money from defendants has got filed this false suit and trying to obtain the fraudulent decree, by playing the fraud on the court. The Plaintiff has relinquish of his right, title, interest over the suit schedule property by executed registered sale deed after receipt of entire sale amount, its indicate that completion of sale transaction, then the plaintiff is having no right or locus standy to file this false suit and also relief claimed in this suit is not legal in the eyes of law, then this suit is bad under the law. The Court fees paid on the plaint is not correct and relief is not properly valued. The plaintiff is not having any prima facia case and balance of convince is not lies in his favor and if the Hon'ble court dismiss the suit and I.A. no loss hardship and injustice will be caused and it will not to be lead any miscarriage of justice and no

prejudice will be caused. Hence, prayed to dismiss the application.

9. On careful perusal of the entire materials available on record it is noticed to the court that, Admittedly, this is the suit filed by the plaintiff against the defendant seeking the relief of cancellation of impugned sale deed dated:18.08.2018 executed in favour of defendant, along with the suit the plaintiff filed said application seeking the above said relief. As per contention of the plaintiff by exerting fraud and undue influence played by the defendant on plaintiff and same is illegal and void. Further, seeking possession of the suit schedule property if Court come to the conclusion that plaintiff is not in the possession of the suit property, further consequential relief of permanent injunction restraining the defendant from unlawfully obstructing the peaceful possession and enjoyment of the suit property by the plaintiff with cost and such other relief.

10. Along with the suit the present application has been filed. In the initial stage said I.A. No.I was allowed against the

defendant and temporary injunction has been granted in favour of the plaintiff.

11. In order to ascertain the prima-facie case of the plaintiff and in the light of the arguments canvassed by the learned counsel for the plaintiff and defendant this court carefully perused the materials on record, the list of documents of the plaintiffs consists of records of rights consists of Sy No.207/2b/1 measuring 2:25 Acres which is stands in the name of plaintiff. Mutation register extract which discloses the name of defendant, certified copy of order sheet in O.S. No.372/2023, two original cheques, two notarized agreement of sale dated:02.11.2021 and 19.09.2021 in between plaintiffs and defendant in respect of the suit schedule property, and copy of two sale deeds dated 24.04.2025 and 05.06.2025.

12. No doubt, on perusal of the entire materials and arguments canvassed by the both side it is noticed to the court that the preponderance of probability is in favour of both side, but the full fledged trial of both side is required to decide the same, On perusal of the entire materials available on record, it

is noticed to the court that two earlier agreements of sale existed for a total consideration of ₹68,25,000/-. At the defendant's request to avoid stamp duty, a registered sale deed was executed showing only ₹8,00,000/-. The registered sale deed was not intended to be acted upon. And is therefore nominal sham and obtained by fraud. Hence the plaintiff seeks a declaration that the sale deed is illegal, void and not binding. This is not a simple cancellation suit, but a fraud based declaratory suit.

On the other hand, the defendant takes the usual counter stand. A registered sale deed carries presumption of validity and no such agreements of sale were executed. Once execution and registration are admitted, oral allegations cannot override a registered document. Therefore, defendant claims to be the absolute owner of the property. Anyhow, This fact strongly supports the plaintiff because massive difference in consideration raises presumption of fraud, supports plea of nominal document, strong duty aversion allegation though illegal does not bar the suit. Courts do not allow a party to take

advantage of its own power. And this dispute cannot be decided at the threshold. It must go for trial with evidence on intention behind saving earlier agreements, actual consideration, conduct of parties. In view of serious dispute regarding the very validity of the registered sale deed and the huge variance in sale consideration, permitting alienation would defeat the very object of the suit and create irreversible third party rights. Hence a restrained order is necessary.

At this stage, the court is required to consider whether the plaintiff has made out a prima facie case, whether the balance of convenience lies in his favour, and whether he would suffer preferable injury if the injunction is not granted. On perusal of the pleadings, it is evident that the plaintiff has specifically pleaded fraud and has challenged the very validity of the registered sale deed. The huge disparity between the sale consideration mentioned in the alleged agreement of sale i.e. ₹68,25,000/- and the consideration shown in the registered sale i.e. ₹8,00,000/- raises a serious legal issue which cannot be decided without evidence. Whether the sale is

nominal or obtained by fraud is a matter of doubt. That requires full-fledged trial. When the title itself is under serious dispute and the validity of the sale deed is challenged, permitting the defendant to alienate the suit's property would result in creation of third party rights and lead to multiplicity of proceedings. If such alienation is permitted, the very object of the suit would be defeated. The balance of convenience lies in favour of preserving the perceived property in its present condition. No irreparable hardship would be caused to the defendant by restraining alienation. Whereas refusal of injunction would cause irreparable loss and injury to the plaintiff, which cannot be compensated in terms of money. The contention of the defendant that the register sale deed is conclusive cannot be accepted. At this interlocutor stage, as it is settled a law that fraud vitiate all transactions and registration by itself does not bar the court from granting an order of temporary injunction. For the perverse reasons, this Court is of the view that the plaintiff has made out a prima facie case for grant of temporary injunction.

13. *At this stage without going in to the merits of the case and without holding the mini trial, this court has considered the aspect of prima-facie case. At this stage, the courts makes it very clear that, this court is looking towards the prima-facie case and not prima-facia title. It is settled principles of law that at the time of disposing of temporary injunction application, the court cannot go in to the prima-facie title and only to consider whether the plaintiff has made out prima-facia case for grant of interim relief.*

14. *On perusal of the materials available on record it is noticed to the court that, if the defendants are allowed to alienate the suit schedule properties it would really cause multiplicity of the proceedings, moreover there is a prima-facie in favour of the plaintiff regarding rights of the properties are concerned, whether it is legal or illegal it should be protected till decide the case on merits, if the relief is granted no hardship would caused to any of the parties. On contrary, the parties to the suit can get their relief subject to decree.*

15. Hence, this court is of the opinion that, in this stage there is a prima facie reveals in favour of plaintiff, Hence, I am of the considered opinion that, the plaintiff has establish the prima-facie case in his favour, after considering all these facts, this court has answered **point No.1 in the Affirmative.**

16. **Point No.2 and 3:** As these points are inter connected with each other, I have taken these points together for consideration in order to avoid repetition of facts.

17. The second condition for granting temporary injunction is that, the balance of convenience must be in favor of applicant. In other words the court must be satisfied that, the comparative mischief, hardship or inconvenience which is likely to be caused to the applicant by refusing injunction will be greater than that, which is likely to be caused to the opposite party by granting it.

18. The object of the interlocutory injunction is to protect the plaintiff against the injury by violation of his right for which,

he could not be adequately compensated if issues were resolved in his favor at the trial.

19. *These are all the facts can be considered after full fledged trial. Anyhow, the plaintiff filed the above said application seeking an order of restraining the defendants from alienating suit schedule property pending disposal of the suit. In such circumstances, if we presume that the plaintiff has get the relief in respect of the suit schedule property it will not cause any hardship to the defendants. Therefore there are sufficient grounds on record to hold that, the balance convenience and irreparable loss lies in favor of plaintiff if injunction is not granted. In view of the above discussion, I answered **point No.2 and 3 in the Affirmative.***

20. **Point No.4:** *On the basis of my reasons on point Nos.1 to 3, I proceed to pass the following;*

ORDER

The I.A No.I filed by the learned counsel for the plaintiffs under Order 39 Rule 1 and 2 R/w Section 151 of CPC is hereby allowed.

Accordingly, the defendant No.2 to 4 are hereby restrained from alienating the suit schedule property till disposal of the suit by way of temporary injunction.

No order as to costs.

*(Dictated to the Stenographer, directly on Computer and typed by her. The same is corrected and then pronounced by me in the open court on this the **03rd day of February 2026**)*

*sd/-
(SMT. SARVAMANGALA K.M.,)
I Addl. Senior Civil Judge & JMFC.,
Hubballi.*