

**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL
JUDGE, HUBBALLI**

Present:

Sri. Yamanappa Karehanumanthappa,
Prl. Senior Civil Judge, Hubballi.

O.S. No. 304/2024

Dated this the 18th day of June - 2026

Plaintiff : Virupakshappa S/o Basavanappa
Kallimani.

.Vs.

Defendant : Shantavva W/o Veerabhadrappa
Ullagaddi.

PARTIES TO IA

Applicant : Virupakshappa S/o Basavanappa
Kallimani.

.Vs.

Opponent : Shantavva W/o Veerabhadrappa
Ullagaddi.

ORDER ON IA

The Advocate for plaintiff has filed this IA U/O. XXXIX Rule 1 and 2 of CPC praying this Court to grant an exparte order of ad interim injunction against the defendant restraining her not to alienate, create charge or third party interest in the suit property till disposal of the suit in the interest of justice and equity.

2. In support of the application, the plaintiff has sworn affidavit stating that, he has filed suit for the relief of specific performance of contract against the defendant. Further he

stated that, the defendant is trying to alienate the suit property. In order to avoid complications and multiplicity of proceedings, the application may be allowed.

3. The Advocate for defendant filed memo stating that, the contents of written statement may be treated as objection to IA. The defendant in her written statement denied the averments of plaint. Further she has taken plea that, she is a poor illiterate 70 years old women. She became owner of Sy. No. 26/4A of Unkal village by way of final decree proceedings in FDP No. 64/2017 dated 03.12.2018. From many years the plaintiff was engaged in the illegal money lending business for interest purpose. The defendant has approached the plaintiff for the hand loan of ₹ 2,50,000/-. the plaintiff said that, the defendant is old aged women and should come with their children and sing for the loan deed as a security to the borrowing hand loan amount and then the plaintiff shall give the hand loan to defendant. Then the defendant and her children signed on the paper and received the hand loan amount of ₹ 2,50,000/-. The plaintiff has fraudulently has created the security document as a agreement of sale by taking undue advantage of defendant illiteracy, lack of legal knowledge and financial disability in an illegal manner. The defendant has not at all executed any agreement of Sale Deed in favour of plaintiff dated 20.07.2019. With a malafide intention to grab the suit property, the defendant has created agreement of sale for

the total consideration amount of ₹ 5,85,000/-, but the market value of the property mentioned in the agreement of sale is more than ₹ 70,00,000/-. Therefore, prays to reject the application.

4. I have heard and perused the pleadings of the both parties, I.A. as well as documents relied by both parties to the suit. The following points arise for my consideration:

1. Whether the plaintiff has made out prima facie case?
2. Whether the balance of convenience is in favour of the plaintiff ?
3. Whether the plaintiff would suffer irreparable injury, if the prayer for temporary injunction is dis-allowed?
4. What order?

5. My answer to the above points are as under.

Points No.1 to 3 : In the Affirmative.

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

REASONS

6. **Points No.1 to 3**: All these points are connected to each other, hence they are taken for common consideration.

7. The plaintiff has filed this suit against the defendants for the relief of specific performance of contract on the ground that, the defendant has sold out the suit property in favour of plaintiff on 20.07.2019 for valuable consideration amount of ₹ 5,85,000/- and same day she has received her part consideration amount of ₹ 2,50,000/-.

8. The case of defendant is that, for the security of loan amount she has executed documents. The plaintiff taking advantage of the illiteracy of the defendant and financial disability undue influence has created documents as agreement of Sale Deed.

9. Admittedly, the defendant is the owner of the suit property as per FDP No. 64/2017. She has not disputed the ownership of suit property and she has not disputed the execution of documents. On perusal of the agreement of sale deed dated 20.07.2019, this is a registered document registered before Sub-Registrar, Hubballi North. The registered documents having presumptive value under law. The contents of registered document is true until the contrary is proved. The children of defendant also executed 'ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ ಪತ್ರ'. The defendant has to prove on what dated and time and for what purpose the documents were executed in favour of plaintiff. While passing the order 39. R. 1 and 2 of CPC, the Court has to look into prima-facie case and balance of convenience lies in favour of plaintiff. When TI is

not granted, the purpose of the suit will be defeated and may lead to multiplicity of proceedings. In order to avoid multiplicity of proceedings if this Court grant TI no harm would be caused to other side. Therefore, looking into the averments of plaint and documents indicated that, the plaintiff has made out prima facie case, balance of convenience leans in his favour and if temporary injunction is granted no harm or prejudice will be caused to the defendant. So, considering the materials on record I answer points No.1 to 3 in **Affirmative**.

10. **Point No.4:** In view of my answer to point No.1 to 3 as stated above, I proceed to pass the following;

ORDER

The I.A. filed by the Advocate for plaintiff
U/O. 39 R. 1 and 2 of CPC is hereby allowed.

The defendant is restrained from
alienating, creating charge over the suit
property till disposal of the suit as prayed in the
application.

For compliance U/Sec. 89 of CPC.

The costs shall follow the event.

(Dictated to the Stenographer directly on computer, computerized by her, script corrected directly on computer and then pronounced by me in the Open Court on this the **18th day of June - 2026**)

Sd/-
(Yamanappa Karehanumanthappa)
Prl. Senior Civil Judge, Hubballi.