

Memo along with RTC filed by the plaintiff.

2. Heard on IA.No.1. Perused I.A.No.1, affidavit annexed to I.A.No.1 and documents filed with the plaint.

3. The plaintiff submits that, defendant is the owner of schedule property. The defendant executed sale agreement in favour of plaintiff. The defendant in order to defraud plaintiff, now the defendant without executing the sale deed trying to alienate schedule property. Hence, prays to grant exparte TI.

4. The plaintiff has filed this suit for specific performance of contract. The RTC filed by plaintiff reveals defendant is the owner of suit schedule property. Further, the sale agreement reveals defendants executed registered sale agreement dated: 07.07.2023 in favour of plaintiff for a sale consideration amount of Rs.25.00,000/- and received Rs.15,00,000/- as earnest money. As per the agreement the defendant agreed to execute the sale deed on or before 07.06.2024. Now, even though plaintiff demanding the defendant to execute sale deed, the defendant trying to alienate the suit

schedule property. If the defendant alienate suit property, the plaintiff will be put into great hardship and the very purpose of filing suit would be defeated. Hence, it is just and necessary to warrant the defendant not to alienate the suit schedule property. Hence, I proceed to pass the following,

O R D E R

Pending disposal of IA.No.1 the defendant is hereby restrained from alienating the suit schedule property till the next date of hearing by way of exparte TI.

Plaintiff to comply order 39 rule 3A of CPC.

Issue emergent notice on IA.No.1 and suit summons to the defendant returnable by 25.06.2025

**Senior Civil Judge & JMFC.,
Belur**