

KAHS510024132021



Presented on : 07-12-2021  
Registered on : 07-12-2021  
Decided on : 10-06-2026

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

**AT: BELUR**

**Present:**

**Sri. Nagendra.,  
B.A., LL.B.,**

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

**O.S.No.365/2021**

**Dated this, the 10<sup>th</sup> day of June 2026**

Sri.B.M.Kumar S/o.Muttuswamy.

...Plaintiff

**-Versus-**

Smt.Jayalakshmi W/o.Jayarama  
and others.

.... Defendants

**I.A. No.II**

Sri.B.M.Kumar S/o.Muttuswamy.

...Applicant/Plaintiff

**-Versus-**

Smt.Jayalakshmi W/o.Jayarama  
and others.

...Opponents/Defendants

(By- **Sri.CMC.**, Advocate for Plaintiff)  
(By- **Sri.KLN.**, Advocate for Defendant No.3 and 4)  
(Defendant No.1 and 2 **Exparte.**)

### **ORDERS ON I.A. No.II**

The plaintiff has filed IA.No.II under Order 39 Rule 1 and 2 of Code of Civil Procedure seeking injunction against the defendants restraining them from interfering with his peaceful possession and enjoyment over the suit schedule properties till disposal of the suit.

2. The defendant No.3 has filed written statement and same has been adopted as objection to IA No.II.

3. Heard learned counsel for the plaintiff and defendant No.3.

4. After perusal of the records of the case, the following points would emerge for my consideration:

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

3. Whether the plaintiff would be put to untold hardship and irreparable loss if the temporary injunction is not granted?
4. What order?
5. My findings on the above points are as under:
  - 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 and 2:** I have taken these two points together for my common discussion as they are inter-linked with each other in order to avoid repetition of the same.

7. In an affidavit appended to the application, the plaintiff has contended that, he has filed present suit against the defendants for the relief of permanent injunction in respect of suit schedule property. He has acquired the suit schedule property under registered sale deed dated 27.10.2000 executed by defendant No.1 and 2. He contended that, based on the sale deed, all the revenue documents are

transferred into his name. He contended that, he has purchased the suit schedule property for construction of house and enjoying the same. Though the defendants have no manner of right and interest over the suit schedule property on 25.10.2021 the defendants by forming group have tried to destroy the barbed wire erected to the suit schedule property and also trespass upon the suit schedule property. He has lodged a complaint to the Belur Police Station against the defendants about their illegal acts. But, since the matter is civil in nature, the police have advised him to get the relief from the civil court. Hence, plaintiff prays to allow the IA No.II.

8. Per contra, the defendant No.3 has filed written statement and same has been adopted as objection to the IA No.II. In the written statement, the defendant No.3 has denied the application averments in material aspects. It is contended that, the boundary given in the plaint is not correct. It is contended that, the defendant No.1 and 2 on 12.06.2001 have sold the suit schedule property to the defendant No.4. Since then the defendant No.4 is in possession and enjoyment over

the suit schedule property. Based on the said sale deed, as per MR No.7/2001-02, mutation has been accepted in the name of defendant No.4 and all the revenue documents are transferred in the name of 4<sup>th</sup> defendant. It is contended that, as per MR No.T46/2014-15 the old Sy.No.125/3 podid. It is contended that, the plaintiff has not show the property of defendant No.4 and wrongly shown the property of Jayalakshmi. It is contended that, at the time of filing of the suit since the plaintiff tried to encroach upon the 1 guntas belongs to the defendant No.4, the defendant No.3 has advised the plaintiff not to encroach upon the said property. But, the plaintiff has not head his request and as such, he has lodged a complaint to the Belur Police. The defendant No.3 contended that, after purchasing the said property he has erected the fence around the suit schedule property. The plaintiff has filed present suit only with an intention to snatch away the 1 guntas of land and the plaintiff has not approached the court with clean hands. Hence, defendant No.3 prays to dismiss the IA No.II.

9. In view of rival contentions put forth by both the parties, now let me see whether the plaintiff has made out prima-facie case and balance of convenience for grant of temporary injunction as prayed in I.A.No.II.

10. The plaintiff in support of his case, has produced sale deed dated 27.10.2000, tax paid receipt, MR No. 16/2000-01 RTC bearing Sy.No.125/3 situated at Rayapura Village, Kasaba Hobli, Belur Taluk for the year 2000-01, RTC bearing Sy.No.125/3 situated at Rayapura Village, Kasaba Hobli, Belur Taluk for the year 2012-13, MR No.T46/2014-15, copy of the complaint given to the Belur Police Station, RTC bearing Sy.No.125/3 situated at Rayapura Village, Kasaba Hobli, Belur Taluk for the year 2021-22.

11. On the contrary the defendant No.3 in support of his case has not produced any documents.

12. The plaintiff contended that, he has acquired the suit schedule property under registered sale deed dated 27.10.2000 executed by defendant No.1 and 2. Based on the said sale deed, mutation and RTC are transferred into his

name. He has purchased the suit schedule property for construction of house. The suit schedule property is adjacent to the Belur Town. Since, the date of purchase he is in possession and enjoyment over the suit schedule property. The defendants have no manner of right and interest over the suit schedule property. In spite of it, the defendants are trying to trespass upon the suit schedule property and also tried to damage the fence erected to the suit schedule property. Hence, plaintiff prays to allow the IA No.II.

13. I have perused the documents produced by the plaintiff. On going through the documents it clearly discloses that, on 27.10.2000 the defendant No.1 and 2 have sold the suit schedule property to the plaintiff under registered sale deed. Based on the said sale deed, MR No.16/2000-01 has been mutated in the name of plaintiff in respect of suit schedule property. Based on the said mutation, even the RTC of the suit schedule property is transferred in the name of plaintiff. Late on as per the podi order, RTC of the suit schedule property has been stands in the name of plaintiff to an extent of 1 guntas. All these documents are clearly

discloses that, the plaintiff has acquired the suit schedule property under registered sale deed dated 27.10.2000 and in possession and enjoyment over the suit schedule property.

14. The defendant No.3 contended that, the defendant No.1 and 2 have sold the suit schedule property to the defendant No.4 under registered sale deed dated 12.06.2001 and by virtue of the said sale deed, as per MR No.7/2001-02, the khatha of the property bearing Sy.No.125/3 measuring 1 guntas has been transferred in the name of defendant No.4. Accordingly, the defendant No.4 is in possession and enjoyment over the said property. The defendant No.3 and 4 though they are contended that, the defendant No.4 has acquired the suit schedule property from defendant No.1 and 2 under registered sale deed dated 12.06.2001 has not placed any sale deed before the court. Further, the defendants No.3 and 4 to show that based on the sale deed, the defendant No.4 is in possession and enjoyment over the suit schedule property has not produced any RTC or other documents before the court. In the absence of all those documents, the contention of the defendant No.3 that, the defendant No.4 has

acquired the suit schedule property under registered sale deed dated 12.06.2001 executed by the defendant No.1 and 2 and as such she is in possession and enjoyment over the said property cannot be accepted. In case according to the defendant No.3, the defendant No.4 has acquired the suit schedule property under registered sale deed, he could have produced the said sale deed before the court. But, the defendant No.3 has not produced any single documents before the court. In the absence of the documents it can not be held that the defendant No.4 having acquired the suit schedule property under registered sale deed dated 12.06.2001 executed by the defendant No.1 and 2 is in possession and enjoyment over the said property cannot be considered.

15. On the other hand, as per the documents produced by the plaintiff it forthcoming that, the plaintiff has acquired the suit schedule property under registered sale deed dated 27.10.2000. Based on the said sale deed, all the revenue documents are transferred in the name of plaintiff. Accordingly, the plaintiff is in possession and enjoyment over

the suit schedule property. Therefore, the possession of the plaintiff is requires to be protected. Otherwise, very purpose of filing of the suit becomes infrectious. The plaintiff by producing the relevant documents has shown that the prima facie case and balance of convenience is lies in his favour. As such, the plaintiff is entitled for discretionary relief of temporary injunction as prayed in IA No.II. **Hence, points No.1 and 2 are answered in the Affirmative.**

16. **Point No.3:-** On going through the entire documents produced by the plaintiff, it forthcoming that, the plaintiff has acquired the suit schedule property under registered sale deed dated 27.10.2000 executed by the defendant No.1 and 2. By virtue of the sale deed, plaintiff is in possession and enjoyment over the suit schedule property. Though the defendant No.3 contended that the defendant No.4 has acquired the suit schedule property under registered sale deed dated 12.06.2001 there is no documents have been produced in support of said contention. The plaintiff is in possession and enjoyment over the suit schedule property. In a suit for injunction first and fore most thing which the court

requires to be considered for grant of injunction is possession over the suit schedule property. In the present case there are sufficient documents have been produced by the plaintiff to show his possession over the suit schedule property. Therefore, the possession of the plaintiff has to be protected. Therefore, if the temporary injunction as prayed in IA No.II is not granted, plaintiff will be put to untold hardship. On the other hand, if the temporary injunction as prayed in IA No.II is granted, no loss or injustice will be caused to the defendants. **Hence, Point No.3 is answered in the Affirmative.**

**17. Point No.4:** For the forgoing reasons and discussions made supra, I proceed to pass the following:

**ORDER**

IA No.II filed by the plaintiff under Order 39 Rule 1 and 2 of Code of Civil Procedure is allowed.

The defendants, their men or anybody claiming under them are hereby restrained by way of temporary injunction from interfering with the plaintiff's possession and enjoyment over the suit schedule property till disposal of the suit.

Under the facts and circumstances of the case, no order as to costs.

*(Dictated to the Stenographer, transcribed by her, transcription corrected by me and then pronounced in the open court on this, the **10<sup>th</sup> day of June 2026**)*

**(Sri. Nagendra)**  
**Prl.Civil Judge and JMFC.,**  
**Belur.**