



IN THE COURT OF THE PRL CIVIL JUDGE & JMFC.,

SAKALESH PURA

-.PRESENT:-

Sri. Lakshmi Narasimha R.V. B.A.L., LL.B.,
Prl. Civil Judge & JMFC., Sakaleshpura.

Dated this the 25th day of June, 2026

O.S. NO.145/2025

PLAINTIFF : **Sri. G. Balakrishna**

V/s.

DEFENDANTS : **Sri. N.K. Yogendra**

I.A. No.II

Plaintiff/Applicant : **Sri. G. Balakrishna**

V/s.

Defendants/Opponents : **Sri. N.K. Yogendra**

ORDERS ON APPLICATION FILED BY THE PLAINTIFF
UNDER ORDER XXXIX RULE 1 AND 2 OF C.P.C.

The plaintiff has filed this application under order
XXXIX Rule 1 and 2 of CPC praying this court to pass an order



of an ad-interim temporary injunction restraining the defendant, his agents, men or anybody claiming through him from interfering and causing obstructions to the Agricultural works in the suit schedule property till the disposal of the suit.

2. In the affidavit annexed along with the application, the plaintiff has averred that, he has filed the present suit for the relief of permanent injunction in respect of suit schedule property. The plaintiff and three others had filed a suit vide O.S.No.249/2018 against the defendant and others in respect of the suit schedule property and other properties for the relief of permanent injunction on the files of this court. The parties to the said suit compromised before Lok-Adalath on 19.12.2020 and agreed not to interfere with the possession of the suit schedule property as the plaintiff has purchased the suit schedule property. The defendant and his wife have also received monies under the compromise. Accordingly, the suit was came to be decreed in terms of compromise petition.



Thus, the plaintiff is the absolute owner in possession of the suit schedule property. He has invested huge monies and developed the suit schedule property.

3. He has further contented that, the defendant having no any right, title or interest over the suit schedule property, has tried to put up fence around the suit schedule property and tried to dispossess the plaintiff from the suit schedule property on the pretext of khata appearing in his name. The defendant and his wife have also not cooperated for the survey work. In spite of approaching the jurisdictional police, went in vain. The plaintiff has got prima-facie case and balance of convenience in his favour. If the application is not allowed, he will be put to irreparable loss and injury. Hence prayed to allow the application.

4. Upon the service of summons, the defendant has appeared before the court through his counsel and filed



written statement cum objections by denying the averments of the application in *toto*. It is his contention that, the plaintiff and defendant and others have compromise the suit vide O.S.No.249/2018 before Lok-Adalath held on 19.12.2020. Whereas, the suit schedule property has not fallen to the share of the plaintiff. Thus, he is neither the owner nor in possession the suit schedule property. The plaintiff has shown wrong boundaries and filed the present suit.

5. He has further contented that the land bearing Sy No.98, measuring 11 guntas is the ancestral property of the defendant. He has acquired the land to extent of 9 guntas under the partition. He is in possession of the said property by growing crops thereon. The plaintiff had filed a suit vide OS No.249/2018 for the relief of permanent injunction against the defendant and his wife. Thereafter they have compromised the suit. The land bearing Sy No.98, measuring 11 guntas has not been bifurcated till this. The property of mother of



defendant is situated towards western side of the suit schedule property. Whereas the plaintiff has shown government road. The property of mother of defendant is situated towards northern side of the suit schedule property. Whereas the plaintiff has shown Sy No.81. The property of one S.P.Jayanthamma is situated towards southern side of the suit schedule property. Whereas the plaintiff has shown Sy No.70. Hence, the plaintiff has given wrong boundaries and filed the present suit. The compromise petition was complete in so far as item No.1 to 3 of O.S.No. 249/2018. Whereas it is not complete in so far as suit schedule property is concerned as the revenue records still appearing in the name of defendant.

6. The defendant has further contended that he is in possession of the suit schedule property. Hence the suit for mere bare injunction does not suffice. The defendant is paying taxes to the government. He has obtained E-Khata in respect of Sy No.98, measuring 09 guntas from the Devaladakere



Panchayath with intention to construct the house. The officials have inspected the spot and issued E-Khata in favour of the defendant on basis of his possession over the suit schedule property. The plaintiff inspite of having knowledge has filed the present suit only with intention to harass the defendant. Accordingly, prayed to dismiss the application.

7. On basis of the application, plaint, written statement and documents on record, the following points that arise for the determination of this court.

- 1.** Whether the plaintiff has made out prima-facie case in his favour?
- 2.** Whether the balance of convenience lies in favour of the plaintiff?
- 3.** Whether the plaintiff will be put to great hardship and irreparable loss if, order of temporary injunction is not granted?
- 4.** What order?



8. Heard arguments. Perused the application, affidavit, objections and records placed before this court.

9. My finding on 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 the final order for the following

::REASONS::

10. **Point No.1 to 3:** Since these points are inter connected with each other, they are taken together for the discussion in order to avoid the repetition of the facts and circumstances.

11. The plaintiff has filed the present suit for the relief of permanent injunction in respect of suit schedule property.



He has produced the copy of Award and compromise petition in O.S.No.249/2018 on the files of Civil Judge and JMFC, Sakaleshpura. On perusal of the same, it appears on prima-facie that by virtue of compromise between the plaintiff and defendant and others, the suit schedule property has fallen to the share of the plaintiff. Further it appears that the defendant and his wife have also received a sum of Rs.3,00,000/- under the compromise. It is recited in the compromise petition that the defendant has executed a registered sale deed and the plaintiff is the owner of the suit schedule property and other properties. The defendant has also admitted the compromise decree and petition.

12. It is the contention of the defendant that the plaintiff has given wrong boundaries and filed the suit. On perusal of the compromise petition, at this stage it appears on prima-facie that the boundaries mentioned in the plaint and the compromise petition are in consonance with each other.



Further. The defendant has contented that the compromise petition in so far as three properties are concerned is complete but not in respect of the suit schedule property as the revenue records are appearing in his name. Whereas, at this stage, as per the compromise Award, the suit schedule property has been acquired by the plaintiff. From the pleadings, it can be seen at this stage that the plaintiff has made out prima-facie case and balance of convenience in his favour.

13. Further, the defendant has contended that he has obtained E-Khata from Devaladekere village panchayath in respect of the suit schedule property with intention to construct the house. As discussed supra, at this stage, as the compromise decree, the plaintiff has acquired the suit schedule property and he has also paid a sum of Rs.3,00,000/- to the defendant and his wife. Hence, from the pleadings of defendants, it can be seen that if he causes obstructions to the possession of the plaintiff over the suit schedule property,



he may put to irreparable loss and injury. Hence by considering the above facts and circumstances at this stage, the plaintiff has succeeded to prove prima-facie case and balance of consideration in his favour. Further, if the application is not allowed at this stage, it is the plaintiff would put to irreparable loss and injury than in comparison with the defendant. Accordingly, Point No.1 to 3 are answered in the ***Affirmative.***

14. Point No.4: For the above discussed reasons, this court proceeds to pass the following:

::ORDER::

Application No.II filed by the plaintiff under order XXXIX Rule 1 and 2 of C.P.C. is hereby allowed.

The defendant or his agent or henchmen or anybody claiming on behalf



of him are hereby temporarily restrained
from causing obstruction to the
possession of suit schedule property till
disposal of the suit.

No costs.

[Dictated to the stenographer directly on computer and then corrected by me and thereafter pronounced in the open court on this the 25th day of June, 2026]

[Lakshmi Narasimha R.V,]
Prl. Civil Judge and JMFC,
Sakaleshpura.