



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

Dated on this the 02nd day of July-2026

Present: Sri. ADITHYAKUMAR H.R, B.A.LL.B.
Prl. Civil Judge & JMFC.,Ranebennur.

ORIGINAL SUIT NO.354/2025

Plaintiff : Kallesha @ Kalleshi S/o Basappa Byadagi

(Plf. By Sri. G.B.Y. Adv.)

V/s

Defendants: Smt. Jayamma W/o Basanagouda
Kannagoudra & another

(Dfts. By Sri. J.I.K. Adv.)

I.A. NO. I CAUSE TITLE.

Plaintiff/

Applicant : Kallesha @ Kalleshi S/o Basappa Byadagi

-Vs.-

Opponent/

Defendants: Smt. Jayamma W/o Basanagouda
Kannagoudra & another



ORDER ON IA NO. I

The application under consideration is filed by the plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC, seeking to restrain the defendants from interfering with his possession and enjoyment of the suit schedule properties until the disposal of the suit.

2. Brief facts of the case necessary for the purpose of disposing the application are as under:

The plaintiff has filed this suit seeking a permanent injunction to restrain the defendants from interfering with his possession over the suit schedule properties. ***In brief***, the case of the plaintiff is that he is the absolute owner in possession of the suit properties and the same were purchased from erstwhile owners through registered sale deed dated 16.05.2025. Since then he has been in possession and enjoyment of the same. Now, he has constructed a Gas godown and running the business. The defendants claiming their easement rights over the suit property have started to interfere with the possession of the Plaintiff and also trying to demolish the building and compound wall. They are also obstructing daily Gas business running by the Plaintiff and also



obstructing to the customers. Hence, filed the present suit.

2.1. In support of the application, Plaintiff filed an affidavit reiterating the averments of the plaint and contended that the defendants, by taking undue advantage of the plaintiff's innocence, are attempting to dispossess him. He further submitted that if such dispossession occurs, the very purpose of filing the suit will be frustrated, and the plaintiffs will suffer irreparable loss. On the other hand, no harm or prejudice would be caused to the defendants if the interim relief sought is granted. On these grounds, the plaintiffs prayed that the Court allow the application as filed.

3. Upon due service of summons, the defendants appeared through counsel and filed their common written statement and the same was adopted as objection to the present application. It was contended that the application is neither maintainable in law nor on facts; the plaintiffs have not approached the court with clean hands, failed to establish a prima facie case for granting a temporary injunction, and the balance of convenience is not in their favor. They have admitted the possession and construction of compound wall and building in the suit property. However, they have



specifically contended that, the Plaintiff has not been running any gas business. They having the easement rights for their ingress and egress to approach their property situating on southern side of the suit property. When the same was questioned through elders of the locality, the Plaintiff suppressing true facts has filed this suit.

4. Heard the arguments of Counsel for Plaintiff. The arguments from defendants taken as not addressed. Perused the materials available on record.

5. After carefully analyzing and upon the perusal of the plaint, affidavit sworn to the application and the objection put forth by the defendants and other materials available on record, the following points arise for my consideration.

I. Whether the plaintiff has made out a prima-facie case to grant the relief as sought for in the IA-I.?

II. Whether the plaintiff proves that balance of convenience lies in his favour as regards the IA-I.?

III. Who will be put to irreparable loss and injury if the IA-I is rejected or granted.?

IV. What order?



6. After giving its anxious consideration and after carefully perusing the documents produced at this stage of the matter, this court answers the aforesaid points as under:

Point No.1 : In the Affirmative.

Point No.2 & 3 : In the Affirmative.

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

REASONS

7. POINT NO.1:

At the outset, it is incumbent upon this Court to note that the plaintiffs seek to invoke the provisions of Order XXXIX Rules 1 and 2 of the Civil Procedure Code. Upon perusal of the prayer made in IA-I, it is clear that the case of the plaintiffs falls within **Clause (c)** of Order XXXIX Rule 1, which verbatim reads as follows:

*"Where in any suit it is proved by affidavit or otherwise:-
(inter alia).*

***(c)** that the defendant threatens to dispossess, the plaintiff or otherwise cause injury to the plaintiff in relation to any property in dispute in the suit."*

The reason this Court considers that the relief sought in this application falls within the ambit of Clause (c) is that the clause is intended to protect an applicant from two



apprehensions: either dispossession or causing injury to the applicant's property. Since the plaintiff seeks to restrain the defendant from interference, it is evident that the apprehension is that the defendant's actions, if not curtailed, would cause injury to the plaintiff's possession of the suit schedule property. It is needless to state that, to successfully maintain this application, the plaintiffs must first demonstrate the existence of a prima facie case in their favor.

7.1. It is also necessary to clarify that the requirement for the court to be satisfied that the plaintiff has a prima facie case before granting a temporary injunction does not mean that the court must examine the merits of the case in detail or conclude that the plaintiff is likely to succeed. The court need only satisfy itself that, on the face of it, the applicant has a case that requires consideration and is not bound to fail due to any apparent defects.

7.2. Keeping the above principles in mind, the Court now turns to the materials and pleadings on record. It appears that the plaintiff claims a prima facie case over suit properties based on the sale deed and possession. However, mere possession and ownership do not entitle them to succeed in an application



for interim injunction. The plaintiff must demonstrate, through prima facie evidence or documents, the existence of a case in his favor. Additionally, they must show the nature of the imminent threat posed by the defendants that prompted them to seek the relief of injunction.

7.3. In the written statement, the defendants have admitted the execution of the same deed in favour of the Plaintiff from erstwhile owner and also admitted the possession of the Plaintiff in the suit property. Though the defendants have claimed the easement rights, they have not produced any prima-facie materials to establish the same. Even there is no pleadings or any counter claim with regard to nature of the easement rights and claim of the same in the suit properties.

7.4. In the written statement the defendants have also alleged that, the Plaintiff has encroached their property and has been in illegal possession thereof. However, in this regard also there is no specific pleadings, counter claim or any prima-facie materials. Mere assertion in the written statement itself is not a ground to doubt the case of the Plaintiff.

7.5. It is also alleged that, the vendor of the Plaintiff has filed OS No.230/2025 and the same is pending for



consideration. Admittedly, the Plaintiff was not party to the said suit and the present suit properties are also not subject matter of that suit. Hence, this contention also not acceptable to dismiss the present application.

7.6. The defendants also specifically contended that, since the date of purchase, the Plaintiff has not been running the gas business. However the documents produced by the Plaintiff prima-facie establish that, the Indian Oil Corporation Ltd., has renewed the license and the Plaintiff is permitted to reopen the business in the suit property. Hence, at this stage the contention of defendants as the Plaintiff is not running the gas business in the suit property is not acceptable. Accordingly, this court is of the considered opinion that, the Plaintiff has proved his prima-facie case.

7.7. It is settled law that the grant of an injunction is a discretionary relief. Such discretion is exercised only when the court is satisfied that there is a serious disputed question to be tried, that there is a probability of the applicant being entitled to the relief claimed, and that interference is necessary to protect the party from irreparable injury. In other words, the court must be satisfied that withholding the injunction would



likely cause greater hardship, mischief, or inconvenience than granting it. Without going into the merits of the case or holding a mini-trial, this Court is of the considered view that the plaintiffs have made out a prima facie case for the grant of a temporary injunction as claimed. Accordingly, Point No. 1 is answered in the **affirmative**.

8. Points No.2 and 3:

The second condition for granting an interim injunction is that the balance of convenience must lie in favor of the applicants. In other words, the court must be satisfied that the comparative mischief, hardship, or inconvenience likely to be caused to the applicants by refusing the injunction would be greater than that likely to be caused to the opposite party by granting it.

8.1. The existence of a prima facie case alone does not entitle an applicant to a temporary injunction. The applicant must further satisfy the court of the third condition by showing that they will suffer irreparable injury if the injunction is not granted and that no other remedy is available to protect them from the consequences of the apprehended injury.

8.2. The Counsel for the plaintiff argued that if the



defendants are not restrained from interfering, the risk of demolish on of compound wall and obstruction to the business activities and to the customers cannot be ignored and the plaintiff would suffer great hardship. In support, he relied on the plaintiff's possession and the admitted facts.

8.3. While granting or refusing an injunction, the Court must exercise sound judicial discretion to assess the potential mischief or injury likely to be caused to the parties if the injunction is refused, and compare it with the injury likely to be caused to the opposite party if it is granted. If, on weighing these competing possibilities, the Court finds that the subject matter should be maintained in status quo pending the suit, an injunction may be issued. In doing so, the Court is not required to examine the merits of the case in detail at the stage of deciding a temporary injunction.

8.4. As discussed, it is apparent that the plaintiff has demonstrated possession and enjoyment of the suit properties, which the defendants have also admitted. This Court has already held that issues of interference and easement rights are matters for trial. If such interference were permitted, the plaintiff would suffer significant hardship and their rights would



be curtailed. Conversely, restraining the defendants from interfering with the plaintiffs' possession would not cause them any hardship or damage.

8.5. Thus, this Court is of the opinion that if IA No. 1 is not allowed, greater mischief and hardship will be caused to the plaintiff, who have succeeded in establishing a prima facie case. Considering all aspects, the Court finds that the plaintiffs would suffer irreparable loss and hardship greater than that which the defendants might incur, and such loss cannot be adequately compensated in terms of money. Accordingly, the Court answers these two points in the **affirmative**.

9. Point No. IV:

For the foregoing reasons and in view of the finding given by this court on Point No. I to III, this court proceeds to pass the following:

ORDER

“ I.A. No. I filed by the plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC is hereby allowed.

Defendants, their legal representatives, agents, servants, or anyone acting on their behalf are temporarily restrained from interfering with the



possession and enjoyment of the plaintiffs in suit
Schedule properties until the disposal of the suit.

The parties are directed to cooperate for the
early disposal of the case.

No order as to costs.”

(Dictated to the Stenographer directly on the computer, transcript is corrected and signed by me and then pronounced by me in the open court on this 02nd day of July 2026).

**(ADITHYAKUMAR H.R)
Prl. C.J. & JMFC Court,
Ranebennur.**