

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

PRESENT: **Smt. Anitha O.A.,** B.A., L.L.M.,
Prl. Civil Judge & JMFC,
Ranebennur

Dated this the 1st day of March 2023

O.S. No.60/2022

Plaintiff:- Suresh S/o Yallappa Nagenahalli,
Age: 49 years, Occ: Driver & Agriculture,
R/o: Chalageri, Tq: Ranebennur,
Dist: Haveri.

[By Sri. S.R.S., Advocate]

-V/s-

Defendant:- Revanasiddappa S/o Yallappa Nagenahalli,
Age: 47 years, Occ: Agriculture ,
R/o: Chalageri, Tq: Ranebennur,
Dist: Haveri.

[By Sri. U.D.D., Advocate]

I.A. No. I

Plaintiff/Applicant :- Suresh S/o Yallappa Nagenahalli,

V/s

Opponent:- Revanasiddappa S/o Yallappa Nagenahalli



ORDERS ON I.A. NO.1

The applicant/plaintiff has filed I.A. No.1 U/O.39 Rule 1 and 2 of CPC for the relief of temporary injunction restraining defendant, his agents, servants, attorneys or anybody on behalf of him from alienating or creating any encumbrance over the suit schedule property till pending disposal of the suit.

2. In the accompanying affidavit, it is submitted that, the suit schedule property originally purchased jointly by the plaintiff and defendant from one Channappa S/o Veerabhadrappa Karur, through registered sale deed dated 09.02.2009 for valuable consideration of Rs. 1,36,000/-. Since then, the plaintiff and defendant are in joint possession of the same as absolute owners, by mutating revenue documents in their name. Such being the situation, the defendant is attempting to alienate the suit schedule property behind back of the plaintiff. When the plaintiff demanded for his 1/2 share, the defendant refused to allot, hence this suit and application.

3. On the other hand, the defendant filed objection and denied application averments. Further, it is submitted that the defendant himself purchased the suit schedule property by paying full amount but at the time of registration by cheating, the



plaintiff entered his name in the Sale Deed. By taking advantage of his name in the records the plaintiff filed this false suit only to grab the property. Hence, prayed for dismissal of the same.

4. I have heard the arguments of both sides and perused the entire records. Based on the averments of the application and written statement, the points that arise for consideration of this court are:

POINTS

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 would suffer irreparable loss and injury if the temporary injunction is not granted as prayed by him?
 4. What order?
5. My answer to 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. **Points No.1 to 3:-** As these points are interlinked with each other, to avoid repetition of facts, they are taken together for discussion.

7. It is specific contention of the plaintiff that, the suit schedule property is jointly purchased by himself and defendant, since then they are in the joint possession of the same as absolute owners. The defendant with intention to grab the property trying to alienate in favour of third person. Per contra, the defendant by denying plaint and application averments submitted that the suit schedule property is exclusively purchased by him, he paid full amount to his vendor. Recently, he came to know that by cheating, the plaintiff entered his name in the Sale Deed.

8. In support of his contention, the plaintiff furnished documents such as RTC extracts for the property bearing R.S. No. 301/4 of Chalageri, Mutation Register extract pertaining R.S. No.301/*2, Khata extract, tax paid receipt and copy of Sale Deed 09.02.2009. On the other hand defendant not furnished any document.



9. On keen perusal of pleadings & documents furnished by the plaintiff there is no dispute with regarding existence of the suit schedule property. The RTC extract pertaining to the suit schedule property bearing R.S. No. 301/4 measuring 3 acres is standing in the joint name of plaintiff and defendant, which was mutated through MR No.152/2008-09. Further, the certified copy of Sale Deed dated 09.02.2009 prima-facie shows that the plaintiff and defendant have jointly purchased the suit schedule property. Further, the right of the plaintiff over the suit schedule property, his share over the same and whether the suit schedule property has jointly purchased by the both the parties, has to be decided only on merits, till then to avoid multiplicity of proceedings and unnecessary complications, it is just necessary to restrain defendant from alienation. Hence, I answer **Point No.1 to 3** in the **Affirmative**.

10. **Point No. 4:-** Based on the above reasons and discussions, I proceed to pass the following:-

**::ORDER::**

IA No.I filed by the plaintiff under Order 39 Rule 1 and 2 is hereby allowed.

The defendant and his agents, servants attorneys or anybody acting on behalf of him are hereby restrained by way of temporary injunction from alienating or creating any encumbrance over suit schedule property till disposal of the suit.

No order as to costs.

(Dictated to the stenographer directly on the computer, typed, printout taken by him and corrected and then pronounced by me in the open court on this the 1st day of March 2023.)

Sd/-

(Anitha O.A.)
Prl. Civil Judge & JMFC.,
Ranebennur.