



IN THE COURT OF SENIOR CIVIL JUDGE & JMFC., AT: ALAND

Present: Shri. **Abdul Rahaman Pathan**,
B.A. LL.M.,
II Additional Senior Civil Judge & JMFC.,
Kalaburagi

C/c Senior Civil Judge & JMFC., Aland

O. S. No. 123/2025

Dated this the 07th day of March 2026

PLAINTIFF: Ravichandra S/o Apparao Kale
Age: 39 Years, Occ: Agriculture
R/o J.R. Nagar, Khadri Chowk,
Aland road, Kalaburgi.

(By Shri. G.V.H. Adv.,)

//Versus//

DEFENDANTS: 1. Rajashekhar S/o Mallinath
Ullagadde, Age: 43 Years, Occ:
Agriculture,
2. Srinath S/o Mallinath Ullagadde,
Age: 41 Years, Occ: Agriculture,
3. Markhandeshwar S/o Mallinath
Ullagadde, Age: 39 Years, Occ:
Agriculture.

All are R/o near Mahadev Temple,
Jain Galli Aland, Tq: Aland, Dist:
Kalaburagi.

(Ex-Parte)

PARTIES TO I.A. No. I**Applicant/
Plaintiff:**

Ravichandra S/o Apparao Kale.

//Versus//**Opponents/
Defendants:**

Rajashekhar S/o Mallinath Ullagadde

Provision under which instant application is filed	U/Order XXXIX Rule 1 and 2 of Code of Civil Procedure.
Relief sought for	Temporary injunction
Date of application	10.10.2025
Number	I. A. No. I
Date on which the objections are filed	Not filed
Date on which Order is pronounced	07-03-2026

ORDER ON I.A. NO. I

The plaintiff filed instant application U/Order XXXIX Rule 1 and 2 of the Code of Civil Procedure seeking for an order of temporary injunction to restrain defendants from alienating or creating charge over Suit Schedule Property pending disposal of the suit.

2. The averments made in the affidavit annexed to the application in brief are as under:

It is averred in the affidavit annexed to the application that, defendants are the owners in possession of land bearing Sy. No. 548/2 measuring 16.28 acres, out of which 06 acres, Situated at Aland. (**Hereinafter referred as Suit Schedule Property**). The

defendants agreed to sell Suit Schedule Property in favor of plaintiff for total sale consideration of Rs. 78,00,000/- and executed Registered Agreement to Sell dated. 01.04.2024 receiving part sale consideration of Rs. 46,00,000/-. It was agreed to complete sale transaction after furnishing requisite documents for registration of the sale deed. Despite several request, defendants did not come forward to execute the sale deed in terms of said agreement to sell but of no avail. Thus, plaintiff got issued legal notice dated. 18.08.2025 calling upon defendants to execute the sale deed but of no avail. The plaintiff has been ready and willing to perform his part of contract. The defendants are hot hurry to alienate or to create charge over suit property in deprivation of rights of the plaintiff. Thus, he constrained to file instant suit and instant application to restrain defendants from alienating or creating charge over Suit Schedule Property pending disposal of the suit. There is prima-case and balance of convenience lies in his favor. Hence, prayed to allow this application.

3. It appears from Order Sheet dated 13.02.2026 that, despite service of suit summons, defendant No. 1 to 3 did not appear as such are placed ex-parte.

4. On the basis of plaint averments and documents produced, following points arise for my consideration:

1. **Whether plaintiff has made out prima facie case for grant of temporary injunction as prayed?.**
2. **Whether the balance of convenience lies in favor of plaintiff?.**
3. **Whether plaintiff will be put to irreparable injury, if order of temporary injunction is not granted?.**
4. **What order?.**

5. Heard learned counsel for plaintiff. Perused material placed on record. My answer to above points is 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 to 3:** These points are interconnected as such, are taken together for common discussion to avoid repetition. At the outset, plaintiff filed instant suit for a relief of Specific Performance of Contract to direct defendants to execute sale deed in terms of Registered Agreement to Sell dated. 01.04.2024. In support of his case, plaintiff produced Original Registered Agreement to Sell dated 01.04.2024, RTC Extracts, Legal Notice dated. 18.08.2025, Postal Receipts, Endorsements and Sealed Envelopes.

7. In view of above, this Court carefully perused Registered Agreement to Sell dated. 10.04.2026. Wherein it appears that, defendant No. 1 to 3 agreed to sell Suit Schedule Property in favor of plaintiff for total sale consideration of Rs. 78,00,000/- and executed

said instrument receiving part sale consideration of Rs. 46,00,000/- . The said instrument is registered one as such, carries initial presumption of valid execution. At this juncture, there is no material on record to dislodge said presumption. The description of suit property and property mentioned in said instrument appears to be one and the same. There is no denial to the claim of plaintiff as defendants remained ex-parte. Whether defendants executed Registered Agreement to Sell dated. 01.04.2024 agreeing to sell suit property or not is to be decided by taking evidence in this case. It is well settled law that, while considering an application for grant of temporary injunction rights and needs of respective parties to the suit should be considered and suit property should also be protected and preserved so that, if ultimately plaintiff, who is initiator of suit succeeds in the suit, he would not be put to irreparable loss. The said preposition of law is supported by decision of Hon'ble High Court of Karnataka reported in **I.L.R 2004 KARNATAKA 4076, (FAKIRSAB V/s SYEDUSAB AND OTHERS)**. Wherein it is held as under:

HEAD NOTE (B) – CIVIL PROCEDURE CODE, 1908 – ORDER 39 RULES 1 AND 2 – OBJECT OF – While considering an application for grant of temporary injunction, the right and need of respective parties should be considered and the schedule property should be also protected and preserved so that if ultimately, the plaintiff who is the initiator of the suit, succeeds in the suit, he would not be put to irreparable and uncompensatable loss. The object is to keep the property in status quo so that it would be available to the plaintiff if he ultimately succeeds in the suit.

In this case also, plaintiff sought for restraint order against defendants from alienating or creating charge over suit property. If injunction as prayed for is granted to preserve the suit property till determination of rights of parties to the suit, no harm or loss would be cause to parties to this suit. If ad-interim injunction as prayed for is not granted, defendants may alienate or may create charge over suit property, which may cause insurmountable loss and hardship to plaintiff. Thus, prima-facie case and balance of convenience lies in favor of plaintiff. **Accordingly, I answer Point No. 1 to 3 in the Affirmative.**

8. **POINT No. 4:** In view of discussion and conclusion arrived at Point No. 1 to 3, this Court proceeds to pass following:

ORDER

I.A. No. I filed by plaintiff U/Order XXXIX Rule 1 and 2 R/W Section 151 of Code of Civil Procedure is hereby ALLOWED.

Consequently, defendant No. 1 to 3 are hereby restrained from alienating or creating charge over Suit Schedule Property till disposal of this suit.

Parties to bear their own costs.

(Dictated to the Stenographer directly on laptop, corrected by me and then pronounced in Open Court on this the 07th day of March 2026).

Date: 07-03-2026
Place: Kalaburagi

(Abdul Rahaman Pathan)
II Additional Senior Civil Judge & JMFC.,
Kalaburagi
C/c Senior Civil Judge & JMFC.,
ALAND