

IN THE COURT OF THE SENIOR CIVIL JUDGE AND J M F C.  
AFZALPUR.

Present : Shri Vinayak Mayannavar,  
B.A.,LL.B  
Senior Civil Judge & JMFC, Afzalpur.

Dated: This, the 1<sup>st</sup> Day of September - 2025

O.S No-30/2025.

Plaintiff: Pradeep S/o Basavaraj Patil.

[By Shri R.H.B Advocate]

-V/s -

Defendant : Megharani W/o Sangamesh  
D/o Hanamantrao Patil

[By Shri S.K.P Advocate]

ORDER ON IA NO-1 FILED UNDER ORDER XXXIX

RULE 1 AND 2 OF CPC.

The plaintiff has filed the present application praying for a temporary injunction order restraining the defendant from alienating or creating charge over the suit property pending disposal of the suit.

2. The applicant/plaintiff has contended that, the plaintiff is the absolute owner of the suit property. The plaintiff has taken a loan from the defendant and executed a registered sale deed in favour the defendant for the security of the loan. The plaintiff has made a conditional registered sale deed as per the separate agreement. The plaintiff has taken Rs.8,00,000/-loan from the defendant. The plaintiff with interest was agreed to pay Rs.13,76,000/- to the defendant. The defendant has executed an agreement in favour of the plaintiff on 05-04-2022. The defendant has agreed to execute a sale deed in favour of the plaintiff on payment of the loan amount with interest by the plaintiff. The defendant even after repeated request made by the plaintiff for receipt of Rs.13,76,000/- to the defendant. The defendant has not come forward to execute the registered sale deed in favour of the

plaintiff. The plaintiff is ready and willing to perform his part of contract as per the agreement dated 05-04-2022. The defendant even after issuance of legal notice has not come forward to execute the sale deed in favour of the plaintiff by receiving the Rs.13,76,000/- loan and interest amount. The defendant is now trying to alienate and also trying to create charge over the suit property. On the said material grounds the plaintiff has prayed for allowing the present application.

3. The defendant has filed his written statement by denying the case of the plaintiff. The defendant has contended that, the plaintiff has sold the suit property to the defendant by a registered sale deed dated 04-04-2022 for a sale consideration amount of Rs.8,50,000/-. The plaintiff prior to the execution of sale deed has given possession of the suit property to the defendant. The loan amount is of different transaction. The agreement is not related to the sale deed transaction. The defendant believing that, the document is hand loan agreement has signed the agreement on the request of the plaintiff. The plaintiff has to pay the defendant

more than Rs.5,00,000/-. On the said material grounds the defendant has prayed for rejection of the present application.

4. On considering the case of both the side and on perusal of the records, the following points arise for my consideration for proper adjudication of the present application:

POINTS

- 1] Whether the applicant/plaintiff has made out a prima-facie case in his favour?
- 2] Whether the balance of convenience leans in favour of the applicant/plaintiff?
- 3] Whether the applicant/plaintiff suffer irreparable loss and damage, if the temporary injunction as sought for is not granted ?
- 4] What order ?

5. Having heard the arguments on the above application and also after considering the pleadings and materials available on record, my answer to the above points are as below:

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

6. Point No-1 to 3: Since these points are interlinked together, I take up these points for consideration together to avoid repetition.

7. On perusal of the materials on record it appears that, the plaintiff has filed the present suit for the relief of Specific Performance of Contract on the agreement dated 05-04-2022. The plaintiff has produced the copy of sale deed dated

04-04-2022. From the said document it appears that, on 04-04-2022 the plaintiff has executed a sale deed in favour of the defendant with respect to the suit property. The plaintiff has filed the present suit on the basis of the agreement dated 05-04-2022. The contents of the said document shows that, the defendant has given a loan of Rs.13,76,000/- to the plaintiff on 04-04-2022 and the plaintiff has executed a sale deed dated 05-04-2022. The plaintiff has to repay the said amount within 3 years and the defendant has to execute the sale deed after receipt of the loan amount.

8. The defendant at this stage appears to be not denied the loan transaction between the plaintiff and defendant. The defendant has contended that, the loan transaction is different and the sale transaction is different. The defendant at this stage has not produced any materials in support of her case. The plaintiff has produced the materials in the form of agreement of sale and sale deed documents in support of his case. Considering the case of both the side it appears that, both the parties are required to be given an opportunity to put

forth their case on merits. On considering the materials on record it appears that, the plaintiff has produced the materials in support of his case. The defendant at this stage has not produced any materials in support of her case. Hence, considering the materials on record I am of the opinion that, the plaintiff has made out a case for trial. Hence, I am of the opinion that, the plaintiff has made out a prima-facie case in his favour. Hence, I answered point No-1 in the affirmative.

9. The plaintiff is claiming his rights over the suit property. The plaintiff has produced the records in support of his case. The defendant at this stage has not produced any materials in support of her case. Hence, considering the case of the parties and materials on record if an injunction as prayed by the plaintiff is granted then no any harm will be going to cause to the defendant.

10. From the available materials if an injunction is granted as claimed by the plaintiff it may not affect the rights of the

defendant and it will avoid multiplicity of proceedings. If an injunction is refused to the plaintiff it will lead to multiplicity of proceedings and may affect the rights of the plaintiff in the suit property. The alienation of the suit property by the defendant or creating charge over the suit property by the defendant will affect the rights of the plaintiff. Hence I am of the opinion that the plaintiff has made out a case in his favour with regard to point of balance of convenience and irreparable loss. Hence I answered point No-2 and 3 in the affirmative.

11. Point No- 4: In view of my findings on the above point No-1 to 3 and also considering the materials on record at this stage, I proceed to pass the following:

ORDER

I.A. No-1 filed by the plaintiff under order  
39 Rule 1 and 2 of CPC is hereby allowed.

The defendant is hereby restrained by way of temporary injunction from alienating or creating charge over the suit property till further orders or till disposal of the present suit whichever is earlier.

The plaintiff is hereby directed to co-operate for the early disposal of the present case, failing which the injunction order granted in favour of the plaintiff will be vacated automatically.

Senior Civil Judge & JMFC.,  
Afzalpur.

[Order pronounced in the open court vide separate sheets]

ORDER

I.A. No-1 filed by the plaintiff under order 39 Rule 1 and 2 of CPC is hereby allowed.

The defendant is hereby restrained by way of temporary injunction from alienating or creating charge over the suit property till further orders or till disposal of the present suit whichever is earlier.

The plaintiff is hereby directed to co-operate for the early disposal of the present case, failing which the injunction order granted in favour of the plaintiff will be vacated automatically.

Senior Civil Judge & JMFC.,  
Afzalpur.