

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 24th Day of January - 2026

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-2 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 interfering in the suit property pending disposal of the suit.

2. The plaintiff has contended that, the plaintiff is the absolute owner and in possession of the property bearing survey number 23/2 measuring 8 acre of land. The plaintiff has taken loan from the defendant. The plaintiff for the security of the loan amount has executed a registered sale deed in favour of the defendant for the suit property measuring 3 acre of land out of total 8 acre of his land. The plaintiff has executed a conditional registered sale deed without possession to the defendant. The plaintiff is in possession of the suit property measuring 3 acre of land. The plaintiff has grown the sugarcane crop in the suit property. The said sugarcane crop has now come for cutting. The defendant is objecting for the cutting of the sugarcane and threatening the plaintiff and the labors of the sugarcane cutting work.

3. It is further case of the plaintiff that, the plaintiff has taken a loan of Rs.8,00,000/- from the defendant. The defendant has executed an agreement in favour of the plaintiff. In the said agreement Rs.13,76,000/- amount is shown including the 3 years interest. The plaintiff has executed a conditional sale deed in favour of the defendant for the security of the loan amount taken by him. The defendant has executed the agreement dated 05-04-2022. The defendant has agreed to execute the registered sale deed in favour of the plaintiff on repayment of loan amount. The defendant even after request made by the plaintiff is not receiving the loan amount of Rs.8,00,000/- with 3 years interest i.e., total amount of Rs.13,76,000/- as per the agreement. The defendant has not come forward for execution of sale deed in favour of the plaintiff. The defendant has failed to receive the amount and fail to execute the sale deed in favour of the plaintiff as per the agreement dated 05-04-2022. The plaintiff is ready to pay the loan amount with interest as per agreement. The plaintiff has also issued a legal notice to the

defendant. The defendant has sent a reply to the plaintiff by refusing to execute the sale deed in favour of the plaintiff. On the said material grounds the plaintiff has prayed for allowing the present application.

4. The defendant has filed his objections to the present application by denying the grounds of the application. The defendant has contended that, the sale transaction and the loan transaction are two different transactions. The plaintiff has executed an absolute sale deed in favour of the defendant. The plaintiff in order to delay the matter has filed the present application. The possession of the suit land was already delivered to the defendant. The plaintiff stating about the hand loan agreement has taken the signature of the defendant to the agreement. On the said material grounds the defendant has prayed for rejection of the present application.

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

6. 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 negative.

Point No-2: In the negative.

Point No-3: In the negative.

Point No-4: As per the final order for

the following

REASONS

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

8. On perusal of the materials on record it appears that, there is no any dispute between the parties about the execution of registered sale deed dated 04-04-2022 by the plaintiff to the defendant. The plaintiff claims that, the said sale deed was executed for the security of the loan taken by the plaintiff from the defendant. The defendant claims that, the said sale deed is the absolute sale deed executed by the plaintiff in favour of the defendant.

9. The plaintiff has produced an unregistered agreement of sale dated 05-04-2022 in support of his case. The defendant has come up with a case that, the plaintiff has taken loan from the defendant. The loan transaction and the sale transaction are two different transactions. The plaintiff stating about the loan transaction has taken the signature of the defendant to the agreement. The defendant has not agreed to execute the sale deed in favour of the plaintiff as claimed by the plaintiff.

10. The agreement produced by the plaintiff dated 05-04-2022 shows that, the the defendant has given Rs.13,76,000/- to the plaintiff on 04-04-2022. For the security of the said loan amount the plaintiff has executed a sale deed dated 05-04-2022. The plaintiff is required to repay the loan amount within the 3 years i.e., within 05-04-2025. The defendant appears to be agreed to execute the sale deed after repayment of the loan amount. The said agreement was executed on 05-04-2022 and notarized on 11-05-2022. The

said agreement has not recorded anything about the possession of the suit property.

11. The documents produced by the plaintiff shows that, the plaintiff has executed a registered sale deed with respect to 3 acre 5 gunta of land for Rs.8,50,000/- to the defendant. The said sale deed shows the handing over of the possession of the suit property to the defendant. The RTC produced by the plaintiff shows that, the name of the plaintiff is appearing for 8 acre of land in survey number 23 in the year 2004-2005. The name of the plaintiff is appearing for 4 acre 35 gunta of land bearing survey number 23/2 in the year 2024-2025.

12. On perusal of the materials on record it appears that, the plaintiff is claiming his possession over the suit property against the registered sale deed dated 04-04-2022. The plaintiff is claiming his rights under an unregistered agreement dated 05-04-2022. The defendant has denied the contents of the agreement dated 05-04-2022. The plaintiff has not produced the revenue records of the suit property in his

name. Hence, on considering the materials on record at this stage it is difficult to believe the case of the plaintiff with regard to the possession of the plaintiff. Hence, I am of the opinion that, the plaintiff has not made out a prima-facie case in his favour on the present application. Hence, I answered point No-1 in the negative.

13. The plaintiff is claiming his rights over the suit property against a registered sale deed and under an unregistered agreement. The defendant is claiming her rights under a registered sale deed which is admittedly executed by the plaintiff. The plaintiff at this stage has not produced any clear materials in support of his case with respect to the possession of the suit property. The defendant at this stage is claiming her rights under a registered sale deed. Hence, considering the case of the parties and materials on record if an injunction as prayed by the plaintiff is granted then more harm will be going to cause to the defendant.

14. From the available materials if an injunction is refused the plaintiff it may not affect the rights of the plaintiff. The plaintiff has filed the present suit for the relief of specific performance of the contract. The plaintiff on establishing his case is entitled for the reliefs on merits with respect to the suit property. If an injunction is granted to the plaintiff it will lead to multiplicity of proceedings and may affect the rights of the defendant in the suit property more than the plaintiff. The loss to the defendant cannot be measured later. The grant of an injunction as prayed by the plaintiff will more and more affect on the defendant. The refusal of injunction will less affect on the plaintiff than the defendant on grant of injunction. Hence I am of the opinion that the plaintiff has not 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 negative.

15. 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-2 filed by the plaintiff under order
39 Rule 1 and 2 of CPC is hereby rejected.

Senior Civil Judge & JMFC.,
Afzalpur.

[Order pronounced in the open court vide separate sheets]

ORDER

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

Senior Civil Judge & JMFC.,
Afzalpur.