



**IN THE COURT OF THE CIVIL JUDGE AND JMFC., SEDAM**

**Present:-**

**SRI. BALU**

**B.A.,LLB.,**

**Civil Judge and JMFC. Sedam.**

**Dated this the 14<sup>th</sup> Day of October-2025**

**O.S. NO.51/2025**

**BETWEEN:-**

Sri. Sridhar reddy S/o Madhusudhanreddy Mali Patil,  
Age: 40 Years, Occ: Agriculture and Private Service,  
R/o Mudhol, Tq: Sedam, Now at Kalaburgi.

**...Plaintiff**

**AND:**

1. Sri. Srikanthreddy S/o Madhusudhanreddy Mali Patil,  
Age: 44 Years, Occ: Agriculture,  
R/o Mudhol,  
Tq: Sedam, Dist: Kalaburagi.
2. Smt. Soubhagyalaxmi W/o Madhusudhanreddy Mali Patil,  
Age: 62 Years, Occ: House wife,  
R/o Mudhol, Tq: Sedam, Dist: Kalaburgi.

**...Defendant**

**I.A.No. I**

**BETWEEN:-**

Sri. Sridhar reddy S/o Madhusudhanreddy Mali Patil,

**Applicant/ Plaintiff**

**AND:**

Sri. Srikanthreddy S/o Madhusudhanreddy Mali Patil and  
another

**Opponent/Defendant**



**-: ORDER ON IA NO.I :-**

Plaintiff has filed the IA No.I under Order XXXIX Rule 1 and 2, seeking ad-interim temporary injunction by restraining the defendants, agents, family members, servants or any body claiming through defendants from interfering in the peaceful possession of the plaintiff over the suit property i.e. land Sy. No.376/2 measuring 01 acre 02 guntas including 08 guntas of phot kharab towards southern side of the entire land Sy.No.376 situated at village Mudhol, Tq: Sedam till disposal of the suit.

2. It is averred in the affidavit annexed to the application that, the contents of plaint paras may be treated as part and parcel of affidavit. In the plaint it is contended that, the plaintiff is the absolute, exclusive owner and possessor of the suit property by virtue of compromise decree passed in O.S. No.17/2015 dated 24.07.2015 on the file of Senior Civil Judge, Sedam. The defendants are no way concerned to the suit property in any manner and in any capacity. The defendants had filed O.S. No.17/2015 and same is ended in compromise on 24.07.2015 and accordingly final decree is passed. Thereafter, the defendants filed miscellaneous No.08/2018 on the file of Senior Civil Judge, Sedam under order 23 rule 3A of CPC challenging the compromise decree in O.S. No.17/2015 dated 24.07.2015 on the ground of unlawful and fraud. The defendant No.1 had filed O.S. No.92/2018 before this court for the relief of declaration and injunction in respect of suit land Sy. No.376 which is came to be rejected on 08.01.2021. The defendant No.1 being aggrieved by the said decree filed RA No.1/2021 before the Senior Civil Judge, Sedam which is also came to be dismissed on



30.06.2022 and being aggrieved by said judgment and decree the defendant No.1 filed RSA No.200034/2023 before the Hon'ble High Court of Karnataka, Kalaburagi Bench same is came to be dismissed on 14.09.2023 for non compliance of office objections. Later on the defendant No.1 filed O.S. NO.89/2022 before this court along with application U/o 39 rule 1 and 2 against the present plaintiff seeking relief of injunction. The said IA No.2 is rejected on 03.12.2022 and the IA No.1 for not to alienate is allowed.

3. Further it is contended that, the defendants colluding with each other to harass the plaintiff and his parents filed several suits like O.S. No.91/2018, 92/2018, RA NO.1/2022, RSA NO.200034/2023, O.S. No.110/2018, O.S.No.112/2018, 27/2019, 57/2022, 89/2022, 48/2023, 85/2024 and O.S. No.8/2024 and Misc. No.4/2019. The defendants even after dismissal of Misc. No.8/2018 on 06.01.2025 only to harass the plaintiff started illegal interference in the suit property. After compromise final decree, admittedly defendant No.1 applied for survey and demarcation of the land Sy. No.376 and on his application the suit land Sy. No.376 is surveyed and demarcated of separate possession as per the decree and boundaries stone fixed in presence of defendant No.1, the plaintiff and Madhusudan reddy and other villagers on 16.11.2016. Accordingly, form No.10 and mutation was effected in the name of plaintiff and defendant No.1 as 376/2 and 376/1. The defendant No.1 has not challenged form No.10 and mutation order before any revenue authorities on any ground. The compromise decree acted upon by defendant No.1 and 2 and



the defendant No.1 admittedly constructed three shops and one house building as well as cattle shed in his portion of 01 acre 02 guntas in land Sy. No.376/1 towards northern side of entire survey number and also obtained the loan on his portion from PKGB Mudhol by executing mortgage deed. As per the form No.10 and on the basis of compromise decree in O.S. No.17/2015 the plaintiff has become the absolute owner and in suit land Sy. No.376/2 measuring 01 acre 2 guntas including 08 guntas of phot kharab land. The defendants on 26.07.2025 came over the suit land when the plaintiff was getting clean of suit property to put fencing to protect the property and the plaintiff has requested them not interfere and not to disturb over the suit property but they did not heed the request of the plaintiff. Therefore, the plaintiff is forced to file this suit. The defendants are no way concerned to the suit property and without having any rights they are illegally interfering into the peaceful possession of the suit property. Further it is contended that, the plaintiff has made out prima facie case and balance of convenience also lies in his favour. If the application is allowed no prejudice will be caused to the other side and if the application is not allowed the plaintiff will be put irreparable loss and face multiplicity of proceedings. Hence, prayed to allow the application.

4. On the other hand, the defendant No.1 and 2 have appeared before the court through their counsel and filed WS and also filed a memo stating that contentions of WS may be treated as objections to the I.A. No.I. In written statement, they denied the case of the plaintiff as false and incorrect and



contended that, the suit property is a NA land therefore suit itself is not maintainable, because the order of NA is standing in the name of defendant No.1 and till today the town and council planning authority have not approved the layout since the defendant No.1 have not filed the application in this regard in view of order dated 24.07.2015 passed in OS. No.17/2015 and also another suit filed against the plaintiff and father of the defendant No.1 before this court. The application filed challenging the compromise decree in O.S. No.17/2015 in Misc. No.08/2018 on the file of Senior Civil Judge, Sedam U/o 23 rule 1 of CPC is dismissed on 06.01.2025. Therefore, review petition is filed by the defendant No.1 and 2 which is pending before the Senior Civil Judge, Sedam in view of pending of the proceedings before the other courts the present suit is not maintainable. The defendant No.1 has constructed his house in the said survey number to the extent of 20X23 feet and shopping complex is also constructed to the extent of 33X34 feet and in remaining land cattle shed is also constructed by the defendant No.1 and having agricultural equipments with four oxen, one cow and five buffaloes and cultivating the suit land temporarily. Hence, defendant No.1 and 2 are in possession of entire land Sy. No.376 measuring 02 acres 04 guntas. The plaintiff is saying 24 guntas in his name as per the alleged mutation on the basis of compromise decree and it is converted into Sy. No.376/2 which is illegal. Hence, the plaintiff is not in possession of the suit property as shown in the para No.2 of the plaint. Hence, the question of claiming injunction against the defendant No.1 and 2 does not arise at all. The defendant No.1 has filed a separate suit in this regard claiming relief of declaration and injunction



which is pending before this court in O.S. No. 89/2022. Further it is contended that, the suit for bare injunction is not maintainable without relief of declaration and possession. Hence, prayed to reject the application.

5. In view of material facts and documents available on record the points that arise for my consideration are as follows.,

**-::POINTS::-**

1. Whether plaintiff has made out prima facie case for the relief of temporary injunction?
2. Whether the plaintiff proves that the balance of convenience in his favour?
3. Whether the plaintiff will be put to irreparable loss or injury if an order of temporary injunction is not granted?
4. What order?

6. Heard the learned counsels appearing for the plaintiff and defendants. Perused the records and on perusal my findings to above said 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::-**

7. **POINT NO.1 :-** The plaintiff has filed the present suit against the defendants for the relief of Perpetual Injunction with



respect to the suit property i.e. land Sy. NO.376/2 measuring 01 acre 02 guntas including 08 guntas of phot kharab towards southern side of the entire land Sy.No.376 situated at village Mudhol, Tq: Sedam till disposal of the suit.

8. The court has to keep in mind the three principles governing the field of grant or refusal of interim injunction, while entertaining the application for temporary injunction, such as prima facie case balance of convenience and irreparable loss. It is settled law that while entertaining the application seeking interim injunction the court is not expected to hold mini trial on the issue brought by the parties. The court has to see that the suing party has made out prima facie case for trial, once the suing party made out prima facie a case for trial the court has to foresee the effect of grant or refusal of the interim injunction. In other words, the court has to see that the injunction is refused the situation would become irreversible at that time when suit is taken up for final disposal. Therefore, to keep intact the property and the right of the parties the interim injunction could be issued.

9. Therefore, with this backdrop of settled law, I proceed to examine the document tendered by the parties.

10. At this stage the plaintiff has produced documents in order to prove the prima facie case, those are RTC extract of land Sy. No.376/1 and Sy. NO.376/2, certified copy of tonch map of Sy. No.376, certified copy of form No.10 of Sy. No.376, certified copy of order passed on IA No.2 in O.S. No.92/2018, certified copy of decree in O.S. No.92/2018, Copy of judgment and decree passed in RA No.1/2021 on the file of Senior Civil Judge,



Sedam, Certified copy of order passed in RSA No.200034/2023, Certified copy of final decree in O.S.NO.17/2015, Certified copy of order passed in O.S. No.89/2022, Certified copy of order passed in Misc. No.8/2018, copy of endorsement dated 22.10.2020 issued by PDO Gram Panchayat Mudhol.

11. It is contended by the plaintiff that, he become owner and possessor of the land Sy. No. 376/2 measuring 01 acre 02 guntas including 08 guntas of phot kharab on the basis of final decree passed in O.S. NO.17/2015 dated 24.07.2015 on the file of Senior Civil Judge, at Sedam and same is acted upon the defendant NO.1 and 2. I have perused the final decree passed in O.S. No.17/2015. On perusal it clearly goes to show that, the land Sy. No. 376 to the extent of 01 acre 2 guntas towards south out of 02 acre 04 guntas of village Mudhol has been fallen to the share of plaintiff herein. Further on perusal of RTC extracts pertaining to the suit property the name of the plaintiff is appearing in column No. 9 and 12 as owner and possessor. Further, on perusal of RTC extract of land Sy. NO.376/1 the name of the defendant No.1 is appearing in column No.9 and 12 as owner and possessor. Therefore, it is clear that, the plaintiff is in possession of the suit property and the defendant No.1 is in possession of Sy.No.376/1. Further on perusal of tonch map and form No.10 it reveals that, already the Sy.No.376 is divided into two portion i.e. land Sy. NO.376/1 and 376/2.

12. Further it is the case of the plaintiff that, the defendants filed Misc. No.8/2018 on the file of Senior Civil Judge, Sedam U/o 23 rule 3A of CPC challenging the compromise decree in O.S. NO.17/2015 dated 24.07.2015 and same is came to be



dismissed on 06.01.2025. As per form No.10 issued by the ADLR on the basis of compromise decree in O.S. No.17/2015 the plaintiff become the absolute owner and in possession of the suit property. The defendants on 26.07.2025 came over the suit land and tried to interference into the possession of plaintiff over the suit property and when the plaintiff has requested them not interfere and disturb over the suit property they did not heed the request of the plaintiff. On perusal of the order passed by the Hon'ble Senior Civil Judge, Sedam in Misc. No.08/2018 it is clear that the petition filed by the defendants U/o 23 rule 3A of CPC is came to be dismissed with cost. Therefore, when the final decree passed in O.S. No.17/2015 is not set aside by the Appallate court it is binding upon the both parties.

13. On the other hand the defendants has contended that, the suit property is a NA land therefore suit itself is not maintainable, because the order of NA is standing in the name of defendant No.1 and till today the town and council planning authority have not approved the layout since the defendant No.1 have not filed the application in this regard in view of order dated 24.07.2015 passed in OS. No.17/2015 and also another suit filed against the plaintiff and father of the defendant No.1 before this court. The application filed challenging the compromise decree in O.S. No.17/2015 in Misc. No.08/2018 on the file of Senior Civil Judge, Sedam U/o 23 rule 1 of CPC is dismissed on 06.01.2025. Therefore, review petition is filed by the defendant No.1 and 2 which is pending before the Senior Civil Judge, Sedam in view of pending of the proceedings before the other courts the present suit is not maintainable. The defendant No.1 has constructed his



house in the said survey number to the extent of 20X23 feet and shopping complex is also constructed to the extent of 33X34 feet and in remaining land cattle shed is also constructed by the defendant No.1 and having agricultural equipments with four oxen, one cow and five buffaloes and cultivating the suit land temporarily. Hence, defendant No.1 and 2 are in possession of entire land Sy. No.376 measuring 02 acres 04 guntas. The plaintiff is saying 24 guntas in his name as per the alleged mutation on the basis of compromise decree and it is converted into Sy. NO.376/2 which is illegal. Hence, the plaintiff is not in possession of the suit property as shown in the para No.2 of the plaint. Hence, the question of claiming injunction against the defendant NO.1 and 2 does not arise at all. The defendant No.1 has filed a separate suit in this regard claiming relief of declaration and injunction which is pending before this court in O.S. No. 89/2022. The defendants also produced the documents in support of their pleadings those are RTC extract of land Sy. No.376 and Mutation, Mutation register extract dated 05.03.2003, NA order passed by the Deputy Commissioner Kalaburagi on dated 30.06.2009 and copy of review petition filed before the Senior Civil Judge, Sedam. On perusal of the RTC extracts it clearly goes to show that, the said RTC extracts are pertaining for the year of 2003-04, 2004-05 and 2012-13 which are standing in the name of defendant No.1. But on perusal of the recent RTCs produced by the plaintiff clearly goes to show that the suit scheduled property is standing in the name of plaintiff. The revenue records adduced by the plaintiff supports the contention of plaintiff that as per the compromise decree 01 acre 02 guntas land was allotted to the plaintiff which is a prima



facie document to consider at this stage of proceeding. Further it is admitted by the defendants that there is a house constructed in the suit property and also cattle shed and also shops. But on perusal of the endorsement dated 22.10.2020 it reveals that the defendants have not sought permission from the Gram Panchayat Mudhol in order to construct the house as well as shops in the suit property, therefore the contention taken by the defendant NO.1 and 2 alleging that, they are in possession of entire land Sy. No.376 without documents can not be looked into at this stage of proceeding.

14. In order to substantiate his oral contention the defendant has produced the document as stated supra. On perusal of the Decree passed in O.S. No.17/2015 dated 24.07.2015 produced by the plaintiff it clearly goes to shows that the suit property has been fallen to the share of plaintiff. Accordingly, the plaintiff got effected mutation in his name as per the decree as stated supra. Further on going through the RTC extract and documents produced by the plaintiff it is forthcoming that, the plaintiff is in possession of the suit property towards southern side of the entire land Sy. No.376. Therefore, at this stage of discussion I have no impediment to hold that the plaintiff has successfully established the prima facie case to grant the injunction.

15. The counsel for defendant No.1 has argued at the time of argument the suit is not maintainable without seeking the relief of declaration and possession. This court is of the opinion that, at this stage this court can not hold mini trial which is subject matter of full pledged trial. The objection raised by the



defendants can be decided only after full pledge of trial. Therefore, in the absence of material evidence at this stage of proceeding it can not be said that, the defendants are in possession of the scheduled property. As stated above it is well settled principle of law that, while deciding the application for temporary injunction the court can not hold many trial on the issues brought by the parties.

16. The every object of granting temporary injunction in favour of the parties is to protect the property until the rights of the parties are adjudicated by full-fledged trial. In this suit the obstruction/interference with the right of the plaintiff to enjoyment of the suit property of the plaintiff is supported by the affidavit and documents as such if injunction is not granted to the plaintiff, it affects the interest of the plaintiff and it may lead to the cause hardship to the plaintiff. At this stage plaintiff has made out prima facie case accordingly, this court answers Point No.1 in **“Affirmative”**

17. **Point No.2:** At this stage, if injunction is not granted there may be chances of loose the suit property. Apart from If Injunction is not granted, it is unable to enjoy the property to the plaintiff. On weighing both side, if the injunction is not granted to the plaintiff, he may be put more inconvenience than the defendants. The balance of convenience lies in favour of the plaintiff accordingly, this court answers Point No.2 in **“Affirmative”**

18. **Point No.3:** If the defendants are not restrained, the plaintiff will put to irreparable loss and hardship which cannot be



compensated in terms of money. Under these circumstances it is necessary and proper to restrain the defendants from interfering into the peaceful possession of the plaintiff over the suit property till the rights of the parties are adjudicated by full fledged trial. Hence, this court answers point No.3 in the “**Affirmative**”.

19. **Point No.4:** It is further clarified that the observations made in this order would not have a effect or bearing on merits of the case and the observations are limited only for the purpose of this IA No.1. For the foregoing reasons, this court proceed to pass the following.

**ORDER**

**The I.A. No.1 filed by the plaintiff  
U/o. XXXIX Rule 1 and 2 of C.P.C. is  
hereby allowed.**

**The defendants and their agents,  
servants or any body claiming through  
them is hereby restrained by way of  
temporary injunction from interfering  
into the suit property till disposal of the  
suit.**

**No order as to cost.**

(Directly dictated to the stenographer on the computer, Computerized by her. Then corrected, signed and then the order is pronounced by me in the open court this 14<sup>th</sup> day of October,2025)

**Sd/-  
(Balu)  
C.J. & JMFC., Sedam.**

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