

KAKL410032512024



IN THE COURT OF SENIOR CIVIL JUDGE AND JMFC.,
AT MULBAGAL

Present: **Sri.GOWDA JAGADEESHA RUDRE**
B.Com., L.L.B.

Senior Civil Judge and JMFC., Mulbagal.

DATED ON THE 13th DAY OF NOVEMBER-2025

O.S.No.129/2024

Plaintiff/s	V/s	Defendant/s
M/s Starlit Assetz Private Ltd. R/by its Director, Mr.Mohammed Hayat Nisar Ahmed.		Mrs.Shahzadi Rahmath.
Plaintiff R/by.Sri.A.K., Advocate.		Defendant R/by:Sri.K.C.A., Advocate.

PARTIES TO I.A. No.2

Applicant/Plaintiff	V/s	Opponent/Defendants
M/s Starlit Assetz Private Ltd. R/by its Director, Mr.Mohammed Hayat Nisar Ahmed.		Mrs.Shahzadi Rahmath.

Provision under which application is filed	:	Under Order 39 Rule 1 and 2 of CPC.
Relief sought for.	:	To restrain the Defendant from

		alienating/disposition the suit schedule properties.
The date on which application is filed.	:	04.10.2024.
The date on which the objection filed.	:	29.04.2025.
The date on which the orders passed on the said application	:	13.11.2025.

PARTIES TO I.A. No.3

Applicant/Plaintiff	V/s	Opponent/Defendants
M/s Starlit Assetz Private Ltd. R/by its Director, Mr.Mohammed Hayat Nisar Ahmed		Mrs.Shahzadi Rahmath.

Provision under which application is filed.	:	Under Order 39 Rule 1 and 2 of CPC.
Relief sought for.	:	To restrain the Defendant from disturbing/restricting the the Plaintiff access to the suit "C" schedule property.
The date on which application is filed.	:	04.10.2024.
The date on which the objection filed.	:	29.04.2025.
The date on which the orders passed on the said application.	:	13.11.2025.

PARTIES TO I.A. No.11

Applicant/Defendant	V/s	Opponent/Plaintiff
Mrs.Shahzadi Rahmath.		M/s Starlit Assetz Private Ltd. R/by its Director, Mr.Mohammed Hayat Nisar Ahmed.

Provision under which application is filed.	:	Under Order 39 Rule 1 and 2 of CPC.
Relief sought for.	:	To restrain the Plaintiffs from interfering with peaceful possession and enjoyment of the suit schedule "B & C" schedule properties.
The date on which application is filed.	:	29.08.2025.
The date on which the objection filed.	:	03.11.2025.
The date on which the orders passed on the said application.	:	13.11.2025.

COMMON ORDERS ON I.A.No.2, 3 AND 11

I.A.No.2 filed by the Plaintiff under Order 39 Rule 1 and 2 of C.P.C., seeking order of Temporary Injunction restraining the Defendant, their agents or anyone claiming under or through the Defendant from alienating the suit "B & C" schedule properties to any third parties or encumbering/creating charge over the suit schedule properties during the pendency of the suit.

2. I.A.No.3 filed by the Plaintiff under Order 39 Rule 1 and 2 of C.P.C., seeking order of Temporary Injunction restraining the Defendant, their agents or anyone claiming under or through the Defendant from disturbing/restricting the Plaintiff access to the suit "C" schedule property during the pendency of the suit.

3. The Plaintiff represented by its partner has sworn an separate affidavits to I.A.No.2 and 3 wherein he stated that, the Plaintiff and Defendant entered into a registered agreement of sale dated 11.10.2021 wherein, the Defendant had agreed to sell her entire land holdings amounting to 31 Acres 06 guntas comprised in Sy.No.112, 150, 137, 139, 140, 141 and 142 situated at Devarayasamudra Village for a total sale consideration of Rs.14,90,00,000/-. The Plaintiff had paid an advance amount of Rs.5,70,20,000/- to the Defendant at the time of the Agreement.

4. In pursuant to the execution of the agreement of sell dated 11.10.2021, the Defendant handed over copies of the title deeds, copies of the RTCs, Encumbrance Certificates, mutation copies, Akarband and Tippani copies, copy of area map for the entire area and Patta book pertaining to the suit schedule

properties. Thereafter, upon the Plaintiff verifying the records and on comparison of the area measurements of the properties in the title documents with the official Government records, it was ascertained that, the area claimed by the Defendant in Sy.No.142 did not match with revenue records and title documents furnished. While the Defendant had represented Sy.No.142 to be measuring 12 acres 9.08 guntas, the official Government survey records showed the area of the land in Sy.No.142 as 9 Acres 37 guntas, out of which 1 Acre and 29 guntas is Kharab land and the balance saleable land is 8 Acres 08 guntas.

5. It is further stated that, the Defendant, on being confronted with the said issue, acknowledged these findings and undertook to take immediate steps for an official Government survey of her own and to obtain necessary official survey sketch from the jurisdictional Tahasildar's/ADLR's office, in a short period of time, to verify, determine and decide the actual extent of land available in Sy.No.142 on the basis of its Akarband and Tipani. In order not to delay completion of the transaction and at the request of the Defendant to satisfy her demand for payments to

meet her financial commitments, the Plaintiff and the Defendant agreed to execute a registered sale deed in respect of 5 Sy.No.150, 137, 139, 140 and 141, in part performance of the aforesaid agreement and with respect to remaining two Sy.No.112 and Sy.No.142 it was explicitly agreed by the Defendant that Sy.No.112 and Sy.No.142 situated at Avani Hobli, Mulbagal Taluk, Devarayasamudra Village, Kolar District would be conveyed to the Plaintiff upon arranging and completing official Phodi in respect of Sy.No.112 and carrying out Government survey of the land in respect of Sy.No.142 to determine the actual extent of available land tallying with the Tippani and Akarband. in a timely manner.

6. It is further stated that, the Defendant executed Sale Deed in favour of the Plaintiff, conveying Sy.No.150, 137, 139, 140 and 141 admeasuring 16 Acres 12 guntas for a sale consideration of Rs.3,76,25,000/-. On the same day, the Plaintiff and the Defendant executed a Modified Agreement dated 19.05.2022 in connection with the purchase of Sy.No.112 and Sy.No.142. The sale consideration was provisionally fixed at Rs.1,95,00,000/-with respect to Sy.No.112 and Rs.9,18,75,000/-

with respect to Sy.No.142, subject to determination of actual available and saleable area after survey of the said lands by the Defendant as per the terms of the Modified Agreement, out of which, the Plaintiff has paid advance amounts of Rs.43,95,000/- and Rs.4,50,00,000/-respectively for Sy.No.112 and 142 at the time of the Modified Agreement.

7. The Defendant has failed to perform the obligation she has undertaken under Clause 3 of the Modified Agreement to Sell to arrange for completion of phodi in respect of Sy.No.112 and to procure and provide all the latest and relevant documents to satisfy the completeness of the property documents and to substantiate and assure that the Defendant has an absolute, clear and legal marketable title over the said property until this date.

8. It is stated that, despite repeated requests, reminders and legal notice, the Defendant has failed to carry out the survey of the Sy.No.142 as agreed in the Modified Agreement and has failed to confirm the actual extent of her title and ownership over the said property as per her obligations under the agreements. The Defendant is deliberately evading her contractual obligations

as surveys carried at the behest of the Plaintiff have shown that the area claimed by the Defendant in suit schedule property as 12 Acres 9 guntas is grossly overstated as the actual extent of the land in Sy.No.142 is only 8 Acres 8 guntas as recorded in official Government land records.

9. It is further stated that, despite repeated efforts to amicably settle the differences, the Defendant has not come forward to get the Sale Deed executed in favour of the Plaintiff and in the last week of September-2024, the Plaintiff ascertained that the Defendant herein is trying to alienate the suit schedule "B" and schedule "C" property and create third party rights over the same. Certain individuals/developers have also visited the suit schedule property. The Plaintiff apprehends that the Defendant will alienate/create charge over the suit schedule "B" and schedule "C" property. The Plaintiff has made an enormous investment of over Rs.12 crores in purchasing and carrying out development activities at the suit schedule properties, including the advance sale consideration paid to the Defendant in respect of lands bearing Sy.No.112 and 142 under a comprehensive and integrated transaction.

10. The Defendant is not restrained from alienating or creating third party interests over the suit schedule properties, it would render the Plaintiff's entire investment, legal rights and financial investments over these properties at great risk and danger and could irreparable damage to the Plaintiff. The Defendant along with her family members is actively making attempts to sell/alienate the suit schedule properties to third parties. If such alienation to third parties is permitted, it would give rise to parallel titles and lead to multiplicity of litigations and disputes that would irreparably jeopardize the Plaintiff's rights, legal entitlements and investments over the suit schedule properties. The Plaintiff has got prima facie case in his favour. The balance of convenience lies in favour of the Plaintiff. Greater injury and irreparable harm would accrue to the Plaintiff as compared to any temporary inconvenience that may be caused to the Defendant if the ad-interim injunction as prayed is granted restraining her from alienating the Schedule "B& C" Property till the disposal of the suit. **With these averments, the Plaintiff company prays to allow their I.A.No.2 and 3.**

11. The Defendant appeared before the Court through his advocate and filed written statement and also filed memo to treat the contents of written statement as objection to the I.A.No.2 and 3.

12. The Defendant admitted the execution sale agreement dated 11.10.2021 executed by him in favour of Plaintiff company agreeing to sell the suit "A , B and C" schedule properties. He further admitted the receipt of Rs.5,70,30,000/- through cheques, demand drafts and RTGS. He denied the rest of the plaint averments as false and frivolous and called upon the Plaintiff company to put strict proof of the same.

13. The Defendant admitted his ownership in respect suit "A, B and C" schedule properties totaling to 31.06 acres. He contended that, he has agreed to sell the 31.06 acres of land in different survey numbers for a total sale consideration of Rs.16,19,80,000/- at the rate of Rs.52,00,000/- per acre as per an agreement dated 15.05.2022. The Defendant has so far received a total advance against all 31.6 acres, a total sum of Rs.7,40,40,000 only. The Plaintiff is still to pay a sum of Rs.1,07,20,000/- (Cost of 5 survey No.8,47,60,000 at 52 Lakhs

per acre MINUS the total advance so far paid Rs.7,40,40,000/- (Paid via bank Rs.8,70,20,000/- minus The cash amount of R.1,29,80,000/- returned back to Plaintiff Rs.7,40,40,000/-) and the remaining balance the Defendant has to receive would be Rs.16,19,80,000 minus Rs.7,40,40,000 total (bank + cash) comes to Rs.8,79,40,000/-. The Defendant has to receive the said balance sale consideration and execute the registered sale deed in favour of the Plaintiff. However, the Plaintiff has not paid the balance sale consideration within the stipulated period as he has no financial capacity to pay the above said balance consideration.

14. It is further contended that, as per the stipulated terms and condition of the said agreement of sale, the Plaintiff was not ready with the entire sale consideration and further he pleaded his inability to meet the entire sale consideration, as such as per his willingness he has asked the Defendant to execute registered sale deed in respect of five survey numbers; accordingly the Defendant without any alternative as per the wish of the Plaintiff executed registered sale deed in favour of the Plaintiff on 19.05.2022 in respect of suit "A" schedule properties. At the time

of registration of the said sale deed in respect of suit "A" schedule properties the Plaintiff has paid only Rs.7,40,40,000/- only leaving a balance of Rs.1,07,20,000/- still to be paid via bank to settle the full cost for all 31.6 acres. The Plaintiff has not made out any prima facie case. If injunction order is sought granted the Defendant will be put to grater hardship and injury comparatively if temporary injunction is not granted in favour of Plaintiff. **With these contentions, the Defendant prayed for rejection of the I.A.No.2 and 3.**

15. I.A.No.11 filed by the Defendant under Order 39 Rule 1 and 2 of C.P.C., seeking order of Temporary Injunction restraining the Plaintiff, their agents or anyone claiming under or through the Defendant from interfering with peaceful possession and enjoyment of the suit schedule "B & C" schedule properties.

16. The GPA holder of Defendant sworn in affidavit wherein he stated that, Defendant is the absolute owner in possession of suit "B & C" schedule properties. The actual physical possession of the suit schedule - "B & C" properties by virtue of the agreement of sale has not been delivered in favour of Plaintiff. The difference of opinion were developed in respect of extent of

suit "C" schedule property and correction of the same in the Tippani and Aakarbandh. Therefore, the Plaintiff himself approached him with decision to acquire suit "A" schedule properties and accordingly, got registered the suit schedule "A" properties in his name. The Plaintiff is having access or approach road to suit schedule "A" through the same properties, which is very clear from the sale deed of the Plaintiff and also the same is seen from the official village map of the said Devarayasamudram Village and the said road leads to the National Highway No.75 and unnecessarily the Plaintiff is interfering with the suit schedule "B & C" properties.

17. On 20.12.2024 the Plaintiff attempted to fence the suit "B & C" schedule properties with barbed wire through his men. On 14.08.2025 also the Plaintiff has attempted to meddle with the suit schedule "B & C" properties by using JCB earth mover through his men, which the Plaintiff is not at all entitled in any manner to do the same and no such permission given to the Plaintiff either by way of the sale agreement or in any other manner and both the above acts of the Plaintiff are highly objectionable and illegal and punishable as per law.

18. It is stated that, both the above said circumstances the Defendant has lodged police complaints with the jurisdictional police in that regard and at such junctures, when the said police called to the mobile phone the Plaintiff, he gave evasive answers, stating that he is the absolute owner of the suit schedule "B" property and he has all the papers to prove and when the said police called him to come with the documents showing that, he is the owner, the Plaintiff stated that, he is out of station or out of country and he would come and answer. But he never turned up till date. However, the said police have strictly advised him to stop such works and asked him not to get into the said property until he shows his ownership to the same and at such occasions the Plaintiff has Defended authoritatively, stating that, he is entitled to do so, without having any legal authority and he would at this strike back once again, with more men and material and disposes the Defendant from the same.

19. The Plaintiff is time and again in-spite of said police complaints and strict advise of the said police, the Plaintiff is interfering and meddling and troubling the Defendant and the Plaintiff is having all resources men and material, as well as

monitory ability. At this juncture the Defendant has made out a prima facie case and balance of convenience lies in her favor. So far as, correction of revenue documents in respect of suit "C" schedule is concerned already made arrangements and the survey officials have to do the "Durasti" of the said property and the Defendant is following up the same. It is stated that, in the event if the annexed application is not allowed the Defendant will be subjected to irreparable loss and irretrievable injury will be caused to her, which cannot be compensated by any other means. On the other hand, no such loss or injury would be caused to the other side if, the same is allowed. **With these averements, the Defendant prayed to allow his application.**

20. The Plaintiff has filed objection contending that, the I.A.No.11 filed by the Defendant is wholly misconceived, malafide and an abuse process. It has been filed with the sole intent to obstruct the progress of trial and to dilute the subsisting interim protection already granted in favour of the Plaintiff.

21. It is contended that, upon consideration of I.A.No.2 and 3 filed by the Plaintiff, this Hon'ble Court, vide Order dated

04.10.2024, was pleased to grant an ex-parte ad-interim injunction restraining the Defendant, her agents and any person claiming under her from (a) alienating or encumbering the Schedule "B & C" properties, and (b) obstructing the Plaintiffs access to the schedule "C" property, which provides the only access to the Plaintiff's already purchased schedule "A" lands. The said order was duly served and communicated to the Defendant in compliance with Order 39 Rule 3 CPC and has been extended from time to time, and continues to remain in full operation. Pursuant to and strictly in accordance with the said interim order, the Plaintiff has been using the schedule "C" property only as an access route to reach its already purchased schedule "A" property. The Plaintiff has not undertaken any developmental work, construction, or other activity whatsoever in the Schedule "B & C" properties.

22. It is further contended that, application under Order 39 Rule 1(b) of CPC by the Defendant is not maintainable. The instant application is also identical to that of the interim injunction already granted in favour of the Plaintiff thereby, same

is barred by the principles of resjudicata and constructive resjudicata.

23. It is also contended that the Defendant's procedural conduct throughout the case further exposes her malafides. She first entered appearance through counsel on 21.11.2024, sought time for filing a written statement, and thereafter repeatedly sought extensions on 21.01.2025 and 20.02.2025 through successive advocates. On 11.03.2025, the Court, having noted that the statutory period under Order 8 Rule 1 CPC had long expired, closed the stage for filing of the written statement. Thereafter, on 26.03.2025, the Plaintiff was examined as PW-1 and filed affidavit in lieu of chief examination. Despite this, the Defendant filed application under Section 151 CPC seeking to reopen the written Stagean Act clearly intended to delay trial. The Defendant has since continued to file one application after another with the sole object of stalling proceedings. Owing to such dilatory conduct, the Plaintiff was constrained to approach the Hon'ble High Court of Karnataka in W.P.No.29438/2025 seeking directions for expeditious disposal of the suit. By order dated 24.09.2025, the Hon'ble High Court, while observing that

the execution of the agreement to sell is undisputed and that the only controversy relates to the extent and measurement of the land was pleased to direct to dispose of suit within eight weeks from the date of receipt of the order, if not earlier. In such circumstances, the present I.A seeking interim protection serves no practical or legal purpose and stands rendered infructuous in light of the expeditious schedule fixed by the Hon'ble High Court.

Amongst other grounds, the Plaintiff prayed for rejection of I.A.No.11 with costs.

24. The following Points arises for determination.

POINTS ON I.A.NO.2

1. Whether the Plaintiff has made out a prima-facie case for trial?
2. In whose favour the balance of convenience lies?
3. Who will be put to irreparable loss?
4. What order?

POINTS ON I.A.NO.3 & 11

1. Whether the Plaintiff and Defendant have made out a grounds to allow their respective I.As?
2. In whose favour the balance of convenience lies?
3. Who will be put to irreparable loss?

4. What order?

25. The Court has perused the pleadings and documents available on record. Heard the arguments from both sides.

26. My finding to the above Points is as follows:-

IN RESPECT OF I.A.NO.2

- Point No.1 : In the Affirmative.
- Point No.2 : The balance of convenience lies in favour of Plaintiff.
- Point No.3 : Comparative hardship is more to the Plaintiff.
- Point No.4 : As per final order.

IN RESPECT OF I.A.NO.3 & 11

- Point No.1 : Answered accordingly.
- Point No.2 : Answered accordingly.
- Point No.3 : Answered accordingly.
- Point No.4 : As per final order for the following:-

REASONS

27. **POINT No.1 of I.A.No.2:-** In order to consider the application under Order 39 Rule 1 & 2 read with Section 151 of CPC, the Court should satisfy three ingredients namely, prima-facie case, balance of convenience and irreparable injury to the Plaintiffs if injunction is not granted. The existence of a prima-

facie goes in the matter of granting injunction is really the harbinger or the all clear sign to go ahead in investigating other aspects of the question governing the grant or refusal of injunction. If there was no prima-facie case at all or the case put forward was so weak and tainted having very little prospect of being accepted by the Court. Further questions of balance of convenience and irreparable loss need not be considered since the Plaintiff would fail at the very first stile itself. But if there was a prima-facie case then other consideration governing the grant of injunction would come into play and will also have to be evaluated before granting or refusing the injunction. In other words the existence of a prima-facie case or even a very strong prima-facie case does not permit leap-forgoing by the plaintiff directly to an injunction without crossing the other hurdles in between. Even granting that the Plaintiff has an invincible prima-facie case, he will not be entitled exhibits justice, to the grant of an injunction, unmindful of other consequences. If the consequences of granting an injunction are detrimental in nature then an injunction will not be granted even though the plaintiff might have an unbeatable prima-facie case.

28. The Court has perused the sale agreement in dated 11.10.2021 which recites that Defendant agreed to sell the 7 properties comprising Sy.No.112, 150, 137, 139, 140, 141 and 142 totaling 31 acres 6 gutnas for valuable consideration of Rs.14,90,00,000/-. The Defendant has admitted the execution of sale agreements but, he disputed the execution modified agreement stated to have been executed on 19.05.2022. Having considered the material on record, particularly the pleadings of the Plaintiff and also the contention of the Defendant, in a suit for specific performance, when the suit is filed based on the sale agreement, the Court has to take note of whether there is a dispute with regard to the very execution of the sale agreement and in this case, there is no dispute with regard to the very execution of sale agreement. No doubt, the Defendant has set out the grounds that the Plaintiff is not entitled for the relief, as he was not ready and willing to perform his part of the contract and this aspect has to be considered only on merits after recording the evidence and it requires a full-fledged trial. At this stage, the Court cannot hold mini trial to ascertain ready and willingness. The pleadings of the parties clearly reveals that Plaintiff is having a prima-faice case for trial. Hence, the Court is

of the opinion that, the Plaintiff is having a prima-faice case for trial.

29. **POINT NO.2 AND 3 OF I.A.NO.2:-** Since these two points are inter connected with each other to avoid repetition of the facts and findings, these points are taken-up together for consideration.

30. In addition to the above discussion if, the Defendant is allowed to sell the subject matter of the suit property in favour of the strangers then the Plaintiff would be put to hardship and also it will lead to multiplicity of proceedings. It is better to keep the property intact until the controversy is decided. Hence, Court is of the opinion that the Plaintiff has got balance of convenience in his favour and comparative hardship is more to the Plaintiff rather to the Defendant. Because, if subject matter of the suit properties are alienated during the pendency of this suit will lead to multiplicity of proceedings. In order to avoid future complication Court is of the opinion that, Defendant must be restrained from alienating the suit "B & C" schedule properties to the strangers during pendency of the suit. With these

observations Court answer the Points No.2 and 3 in favour of the Plaintiff.

31. **POINT NO.1 OF I.A.NO.3 & 11:-** It case of the Plaintiff is that, as per registered sale deed dated 19.05.2022 they have acquired suit "A" schedule properties from the Defendant. Whereas, in respect of suit "B & C" schedule property modified agreement came to executed on same day. Now, the Defendant is obstructing with usage of road from the suit "C" schedule property which is only access to the suit "A" schedule property. On the other hand, the Defendant contended that, the suit "A" schedule property has access from the National Highway 75 but, Plaintiff unnecessary obstructing with his peaceful possession and enjoyment of the suit "C" schedule property by erecting fencing. Hence, Plaintiff has to be restrained from obstructing with his possession.

32. The Court has perused the pleading of the parties. The suit is filed seeking specific performance of contract. It is evident from the sale deed dated 19.05.2022 the Plaintiff has purchased suit "A" schedule properties. On perusal of the boundaries made mention in the sale deed in respect of suit "A" schedule

properties there appears that there is no road to the Plaintiff to ingress and egress on those properties. The learned advocate for the Defendant though contend that, "A" schedule properties has access from National Highway but there is no cogent documents available before the Court. At the stage, it is relevant to note that the Hon'ble High Court of Karnataka in W.P.No.29438/2025 vide Order dated 24.09.2025 directed this Court to dispose of suit within 8 weeks which is equivalent to 2 months period. The scope of the suit does not permit to this Court to investigate about the existence of the road.

33. In this connection, it is imperative to refer to a Judgment of the Hon'ble Apex Court in the case of Khewaji Trust (Regd.), Faridkot vs. Baldev Dass reported in AIR 2005 SC 104 in para 10, which observed as follows: *"Unless and until a case of irreparable loss or damage is made out by a party to a suit, the court should not permit the nature of the property being changed which also includes alienation or transfer of the property which may lead to loss or damage being caused to the party who may ultimately succeed and may further lead to multiplicity of proceedings. In the instant case no such case of irreparable loss is made out except contending that the legal proceedings are likely to take a*

long time, therefore, the respondent should be permitted to put the scheduled property to better use. We do not think that in the facts and circumstances of this case, the lower appellate court and the High Court were justified in permitting the respondent to change the nature of the property by putting up construction as also by permitting the alienation of the property, whatever may be conditions on which the same is done."

34. Going by the ratio of the above mentioned decision, it is clear that if parties are directed to maintain the status quo in the matter of transferring, construction, alienating or creating any third party interest till disposal of the suit would not only prevent multiplicity of the proceedings but, also nature of the property being altered. This being the circumstances, in order ascertain existence of road, the Court cannot hold mini trial at this stage. In these circumstances; this Court is of the opinion that the parties have to be directed to maintain status-quo in respect of the suit "B & C" schedule properties till the disposal of the suit. This Court will consider other aspects of the parties at the later stage. In view of the observation made out supra, the Court is of the opinion that the Plaintiff and Defendant have got prima-facie case for trial hence, they have to be directed to maintain status-

quo in respect of suit "B & C" schedule properties. Hence, this Court has answers this point accordingly.

35. **POINT NO.2 & 3 OF I.A.NO.3 & 11:-** Since these two points are inter connected with each other to avoid repetition of the facts and findings, these points are taken-up together for consideration.

36. The second condition for granting interim injunction is that the balance of convenience must be in favour of the Applicant. In other words, the court must be satisfied that the comparative mischief, hardship or inconvenience which is likely to be caused to the Applicant by refusing the injunction will be greater than that which is likely to be caused to the opposite party by granting it. The existence of the prima facie case alone does not entitle the Applicant for a temporary injunction. The Applicant must further satisfy the court about the third condition by showing that they will suffer irreparable injury if the injunction as prayed is not granted and that there is no other remedy open to them by which they can protect themselves from the consequences of apprehended injury. At this stage, if this Court restrained the Defendant, he will be put to hardship. If the

Plaintiff is restrained, he will also be put to hardship. As held in preceding para of the order, scope of the suit does not permit to have investigation on the matter of existence of road. This being the state of affairs, this Court is of the opinion that, if the status-quo order is passed neither party will be put to any such hardship and after deciding the rights of the parties, they may at liberty to deal with the disputed properties. By considering interest of the parties and also in order to protect the disputed properties, the parties are directed to maintain status-quo in respect of the suit "B & C" schedule properties till disposal of the suit. **Hence, this Court has answers Point No.2 and 3 accordingly.**

37. **POINT No.4 of I.A.2, 3 & 11:-** For the foregoing reasons, the Court proceed to pass the following:-

ORDER

I.A.No.2 filed by the Plaintiff under Order 39 Rule 1 and 2 of C.P.C is hereby allowed.

Thereby, the Defendant and all persons claiming through her are hereby restrained by an order of Temporary Injunction from alienating or encumbering/creating charge or disposition of the application/suit schedule "B & C" properties in any manner in favour of anybody till disposal of the suit.

I.A.No.3 & 11 filed by the Plaintiff and Defendant under order 39 Rule 1 and 2 of CPC is disposed of on the following terms:-

The Plaintiff and Defendant are hereby directed to maintain status-quo in respect of the suit "B & C" schedule properties till disposal of the suit.

Both the parties are directed to co-operate with the Court for disposal of the suit within 8 weeks as per the direction of the Hon'ble High Court of Karnataka in WP.No.29438/2025(GM-CPC) dated 24.09.2025.

Parties shall bear their own costs.

(Dictated to the stenographer directly on computer, revised, and corrected then pronounced by me in the open Court on 13th day of November-2025)

(Gowda Jagadeesha Rudre)
Senior Civil Judge & JMFC,
Mulbagal.