

Case is called out.

Heard Sri. NS advocate for plaintiff on I.A.No.I and perused record of the case.

The plaintiff has sought for ex-parte T.I. under I.A.No.I to restrain the defendant No.1, his family members, GPA holders, servants, agents and others representing him from alienating, selling or encumbering the suit schedule B property pending disposal of the suit.

I have perused the application, affidavit and other relevant documents produced by plaintiff. The plaintiff has filed this suit against the defendants for specific performance of contract. According to the plaintiff, the suit schedule A property is owned by the defendant No.1 who has executed an agreement of sale in his favour agreeing to sell the same for Rs.10,80,000/-. However, in spite of existence of the said agreement, the defendant No.1 has sold the said property in favour of the defendant No.2 illegally and the defendant No.2 has also mortgaged the same in favour of a bank. Therefore, the plaintiff has filed this suit seeking specific performance of contract in respect of the suit schedule A property and also alternative, he has sought the said performance in respect of the suit schedule B property which is also owned by the defendant No.1 in case, the specific performance in respect of the suit schedule A property cannot be granted. However, now the defendant No.1 is trying to alienate the suit schedule B property to third parties. Therefore, the plaintiff has sought for ex-parte T.I. against the defendant No.1.

In support of her contention, the plaintiff has produced original registered agreement of sale which prima-facie reveals

that defendant No.1 has executed the same in favour of the plaintiff agreeing to sell the suit schedule A property to her. The plaintiff has also produced a copy of sale deed to show that the defendant No.1 has sold the suit schedule A property to the defendant No.2. Further, she has produced office copy of legal notice issued by her to the defendant No.1 which prima-facie shows that since the defendant No.1 refused to act as per the agreement, the plaintiff had called upon him to execute a regular sale deed.

The above documents prima-facie support the case of plaintiff that she has obtained an agreement of sale in her favour in respect of the suit schedule A property but in spite of the same, the defendant No.1 has sold the said property in favour of the defendant No.2 and now he is trying to alienate the suit schedule B property to third parties. Thus, the plaintiff has made out prima-facie case for grant of temporary injunction. If exparte injunction is not granted at this stage, there is every possibility that plaintiff may suffer loss and that the very purpose of filing of this suit would be defeated. Hence, I proceed to pass the following:

ORDER

Exparte T.I. is granted and the defendant No.1 and persons claiming through him are hereby restrained from alienating and encumbering the suit schedule B property till next date of hearing.

The plaintiff is directed to comply the provisions of Order XXXIX Rule 3 of CPC.

Issue emergent notice on I.A.No.I and T.I. Order to defendant No.1 and suit summons to defendant No.1 and 2.

Call on 06.04.2026.

I Addl. Senior Civil Judge & JMFC, KGF,
Itinerary at Bangarpet