

**IN THE COURT OF THE I-ADDITIONAL SENIOR CIVIL JUDGE AND
JMFC, MADDUR**

Present: **MOHANAKUMARI N.B., L.L.M.**
I-Additional Senior Civil Judge and JMFC,
Maddur, Mandya District

DATED: THE 1ST DAY OF JUNE 2026
OS. NO.146 OF 2025

Plaintiffs : Siddaraju and another.,

V/s

Defendant: Sharath Gowda P.,

ORDER ON IA NO.1

This application is filed by the plaintiff under Order XXXIX Rule 1 and 2 of CPC to grant temporary injunction against the defendant restraining him from entering, interfering or indulging in any illegal or unethical activities on the suit schedule property pending disposal of the suit.

2. The plaintiff no. 1 sworn to affidavit to the application and stated that due to the damages inflicted on the suit schedule property by the defendant, he has incurred huge loss to set right the property and to ensure that it shall become fit for occupancy. He has suffered huge financial losses due to the act of the

defendant. He lost his mental peace. He is suffering from depression. He has to immediately hire alternative construction company or individual for making necessary changes to overcome the damages done by the defendant to the suit schedule property. He has prima facie case. He has good case on merits. If the defendant during the pendency of the suit causes hindrance to the access of the plaintiffs to the suit schedule property, it will defeat the very purpose of the suit. The balance of convenience is in the favour of the plaintiffs. Therefore, the present application is filed.

3. The defendant filed memo to consider his written statement as objection to the present application. In the written statement, he denies the entire case of the plaintiff as false. It is his specific contention that The plaintiff no. 1 came to him through one of his clients. As on the date of contact, the plaintiff no. 1 erected basement in the suit schedule property. He asked the defendant for completion of the building. The defendant sent quotation with the specification of materials. Thereafter the plaintiff no. 1 requested the defendant to provide labour and materials for construction. He assured the defendant to pay

₹3, 00,000/- for the same. The defendant agreed to provide labour and materials to the plaintiff no. 1. He clearly said that he will not supervise the construction work and he is not responsible for any quality of the work. He provided the labour for construction of building and materials to the plaintiff no. 1. The plaintiff no. 1 paid Rs.34,00,000/- in installments towards the labour and material charges to the defendant. The defendant totally paid. Rs.54,00,000/- towards labour and material charges. The plaintiff is due Rs.20,00,000/- to the defendant. The plaintiff assured the defendant that he will pay the said amount after getting loan from the bank. When the defendant demanded for payment of Rs.20,00,000/- the plaintiff no. 1 behaved rudely and told that he will pay the said amount after 1 month. But the plaintiff has not paid the amount to the defendant till today. The defendant claimed counter claim against the plaintiffs for recovery of Rs.20,00,000.

4. Heard both sides. Perused the materials place on record.

5. The points that arise for consideration of this Court are :

1. Whether the plaintiffs have made out prima facie case in their favour?

2. Whether irreparable loss or injury will be caused to the plaintiffs, if temporary injunction is not granted in their favour at this stage?

3. Whether balance of convenience lies in favour of plaintiffs at this stage?

4. What order ?

6. The findings of this Court to the above 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:**

R E A S O N S

7. POINTS NO.1:- The plaintiff has filed the present suit for the relief of recovery of Rs.25,00,000/- as damages from the defendant with interest at the rate 18% per annum for the damage allegedly caused. It is the main case of the plaintiff that the defendant and the plaintiff entered into agreement for construction of a residential house on the suit schedule property.

But the defendant learnt that grave structural and foundational deficiencies are present in the construction of house on suit schedule property. Therefore he has filed the present suit. The plaintiff through the present application has sought for temporary injunction against the defendant restraining him from entering into the suit schedule property and doing illegal activities. The defendant in his written statement has denied that he entered into agreement with the plaintiffs for construction of residential house on the suit schedule property. It is his specific case that He agreed to supply labour and materials for construction of house as per the request of the plaintiff no. 1. It is his case that the plaintiffs are due Rs.20,00,000/- to him towards labour and material charges. Whether the plaintiff entered into agreement with the defendant for construction of residential house or for supply of labour and materials is a matter of trial. It has to be adjudicated after full-fledged trial. However there is no dispute between the parties that suit schedule property belongs to the plaintiffs. The plaintiffs have produced documents to show that they got assessed the quality of the construction through a private assessment agent and got report that the construction is

of substandard quality. In order to adjudicate the matter in dispute between the parties, preserving the construction made on suit schedule property in the present condition is required. Therefore, it is just and proper to restrain the defendant from entering into and indulging in illegal activities on the suit schedule property pending disposal of the suit. It is not the case of the defendant that he needs to enter into the suit schedule property for supervising construction. It is not the case of the defendant that if he is not allowed to supervise the construction work or to continue the construction work, the construction work already made will be deteriorated. Therefore, prima facie case exists in favour of the plaintiffs at this stage. Accordingly, **Point No.1 is answered in the Affirmative.**

8. Point No.2 and 3:- If the defendant is not restrained by way of temporary injunction from entering into suit schedule property and doing illegal activities on the suit schedule property, the nature of the suit schedule property may be changed. The same may negatively impact in proving the nature of construction available on the suit schedule property. If the defendant is not restrained by way of temporary injunction, the

construction already made in the suit schedule property may be deteriorated for natural wear and tear. Therefore irreparable loss and injury will be caused to the plaintiff if temporary injunction is not granted against the defendant. If the defendant proves that the plaintiffs are due to him Rs.20,00,000/- he will be entitled to recover the same from the plaintiffs. Therefore balance of convenience exists in favour of the plaintiffs at this stage. **Accordingly points number 2 and 3 are answered in the affirmative.**

9. Point No.4 :- For the reasons stated and findings given on the above Points, this court proceed to pass the following :

ORDER

**IA No. 1 filed under Order XXXIX
Rule 1 and 2 of CPC is hereby allowed.**

The defendant is hereby restrained by way of temporary injunction from entering into suit schedule property and indulging in any illegal activities on the suit schedule property pending disposal of the suit.

No order as to costs

(Dictated partly to the Stenographer and transcribed by her, and dictated partly through Adalath AI. Order corrected and signed by me, then pronounced by me in the Open Court on this the **01st day of June-2026**).

(MOHANAKUMARI N.B.)
I-Addl. Senior Civil Judge & JMFC.,
Maddur.