

KAMS300002242024



**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE
AND J.M.F.C AT HUNSUR**

Present: Smt.Anitha, B.A. (Law) L.L.B.,
Prl. Senior Civil Judge & JMFC.,
Hunsur.

Dated this the 05th day of August, 2025.

OS No.38/2024

Plaintiff: Smt.Mahadevamma, W/o Kumara,
Aged about 46 years, R/at Kalkunike
Circle, Behind Government School,
3rd Division, Hunsur Town, Hunsur.

-Vs-

Defendant: K.C.Dasappa, S/o K.B.Channappa,
Aged about 53 years, R/at Aralimarada Beedi,
3rd Division, Kalkunike, Hunsur Town,
Hunsur.

1.	Provision under which the application is filed	:	Under Order 39 Rule 1 and 2 of CPC
2.	Relief sought for	:	Temporary Injunction
3.	The date on which the application is filed	:	27.06.2025
4.	Number of the application	:	IA No.III
5.	The date on which the objection is filed by different opponents	:	Nil
6.	The date on which the orders passed on the said application	:	05.08.2025

ORDERS PASSED ON IA NO.III

When the case is posted for plaintiff evidence, the learned counsel for the plaintiff filed IA No.III under Order 39 Rule 1 and 2 of CPC seeking for an order of temporary injunction restraining the defendant from anybody acting on behalf from alienating, leasing out making or anyway transfer the suit schedule property till the disposal of the suit.

2. The application is supported with the affidavit of the plaintiff wherein she has stated that, she filed the suit against the defendant for the relief of specific performance of sale agreement. It is further stated that, on 12.02.2021 there is a registered sale agreement between herself and the defendant and as per sale agreement she has issued notice to the defendant. In the meantime the defendant is making attempt to alienate the suit schedule property to 3rd parties and if the defendant succeeds in his attempt she will be put to great hardship. On the other-hand, no hardship is going to be caused to the other-side. Hence, prayed to allow the application.

3. It is pertinent to note that, in this case the defendant has appeared through his counsel but not chosen to file the written-statement which has been taken as nil. As such there is no objection filed by the defendant to this application.

4. Thereafter, heard arguments addressed by learned

counsel for the plaintiff and perused the case papers. After hearing the arguments and on perusal of the case papers, the points that arise for consideration are as hereunder:

POINTS

1. Whether the plaintiff has made out a prima-facie case?
2. Whether balance of convenience lies in favour of the plaintiff?
3. Whether irreparable loss and hardship is going to be caused to the plaintiff which cannot be compensated in terms of money if an order of temporary injunction is not granted?
4. What order?
5. The findings of the above points are as hereunder:

Point No.1: In the Affirmative

Point No.2: In the Affirmative

Point No.3: In the Affirmative

Point No.4: As per the final order
for the following:

REASONS

6. **Point No.1 to 3:** Since, these points are inter connected with each other and needs common discussion on the same set of facts and to avoid repetition of facts, these points are taken up together for discussion.

7. This is the suit filed by the plaintiff against the defendant seeking of specific performance of sale agreement directing the defendant to execute the registered sale deed infavour of the plaintiff and in the event of failure on the part

of the defendant the same may be executed through the pendency of the suit and for costs. As per the plaintiff on 12.02.2021 the defendant entered into a registered sale agreement with her agreeing to sell the suit schedule properties for a total consideration of Rs.6,00,000/-. Towards the part performance of the sale agreement the defendant received the advance sale consideration of Rs.5,00,000/-. As per this sale agreement the defendant is bound to execute the registered sale deed but inspite of several attempts the defendant not chosen execute the sale deed. As such the plaintiff issued notice on 08.01.2024 which was unclaimed by the defendant and he failed to execute the registered sale deed as such the plaintiff filed this suit.

8. As already stated above after filing of the suit this court issued summons to the defendant. In pursuance of service of summons he appeared before the court and not chosen to file the written-statement. During the pendency of the suit this application is maintained and the plaintiff apprehended that, during the pendency of the suit the defendant is making attempt to alienate the suit schedule property which will cause hardship to the plaintiff.

9. In order to show prima-facie case the plaintiff has produced the original registered sale agreement dated 12.02.2021 when the defendant agreed to sell an extent of 22 guntas of land in Sy.No.80/1 situated at Kalkunike Village, Further, produced the office copy of the legal notice dated

08.01.2024 the postal receipt and the returned postal covers which shows that, the notice has been returned as unclaimed. Further, at the time of presenting the arguments the plaintiff counsel produced the RTC of the suit schedule property in the year 2025-2026. As per this document the suit schedule property is standing in the name of defendant. The plaintiff by producing above said documents as made out prima-facie case. Further, in the event the defendant succeeds in his attempt of alienating the suit schedule property, leasing out the suit schedule property or making the suit schedule property then delay cause great hardship to the plaintiff rather than the defendant. In order to avoid multiplicity of proceedings it is very much necessary to restrained the defendant from alienating the suit schedule property. Accordingly, Point No.1 to 3 are answered in the affirmative.

10. **Point No.4:** In view of the reasons discussed above, this court proceeds to pass the following:

ORDER

IA No.III filed by the plaintiff under Order 39 Rule 1 and 2 of CPC is hereby allowed.

Accordingly, the defendant, his representatives are hereby restrained by an order of temporary injunction from alienate, leasing out making or in any for transferring

the suit schedule property in favour of the
3rd parties till the disposal of the suit.

(Dictated to the Stenographer, transcribed and computerized
by her on the computer, transcript corrected and pronounced by me
in the open court on this the 05th day of August, 2025)

(Anitha)

Prl. Senior Civil Judge and JMFC.,
Hunsur.