

KAMS300008552025



**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 06<sup>th</sup> day of April, 2026**

**OS No.152/2025**

Plaintiff: Sri.Surendra, S/o Late Gurumallachar,  
Aged about 66 years R/at House No.1088,  
Karimandi Street, Palahalli village,  
Srirangapattana Taluk, Mandya District.

-Vs-

Defendants: 1. Smt.Jayamma, W/o Thammaiah,  
D/o Late Puttaiah @ Akkaiah,  
Aged about 65 years,  
2. Smt.Shivamma, W/o Siddaiah,  
D/o Late Puttaiah @ Akkaiah,  
Aged about 64 years,  
3. Sri.K.P.Swamy S/o Late Puttaiah @ Akkaiah,  
Aged about 60 years,  
All are residing at Kuppekolaghatta village,  
Bilikere Hubli, Hunsur Taluk, Mysore District.

1. Provision under which the applications are filed	:	Under Order 39 Rule 1 and 2 R/w Section 151 of CPC
2. Relief sought for	:	Seeking for an order of temporary injunction.
3. The date on which the application is filed	:	21.04.2025

4.	Number of the applications	:	IA.No.I
5.	The date on which the objections are filed by different opponents	:	23.08.2025
6.	The date on which the orders passed on the said application	:	06.04.2026

### **ORDERS PASSED ON IA NO.I**

**Along with the plaint,** the learned counsel for the plaintiff filed IA No.I under Order XXXIX Rule 1 and 2 R/w Section 151 of CPC seeking for an order of temporary injunction restraining the defendants or anybody acting on their behalf from alienating the suit schedule property pending disposal of the suit.

2. The application is supported with the affidavit of the plaintiff wherein he has stated that, he has filed this suit against the defendants seeking the relief of specific performance of sale agreement. The suit schedule property is the absolute property of the defendants and in order to meet their urgent financial necessities and for household expenses and in order to repay the earlier loan, they have intended to sell the suit schedule property and after mutual discussion the plaintiff agreed to purchase the suit schedule property for Rs.28,00,000/-. On 06.11.2024, the defendants have executed a sale agreement in favour of the plaintiff which was registered before Sub-Registrar on 08.11.2024. As on the date of the sale agreement, the plaintiff has paid advance sale consideration of

Rs.10,00,000/- in different installments and he has also paid Rs.15,00,000/- through a cheque drawn on Canara Bank, Kallahalli branch bearing No.461890. The said cheque has been issued in the name of third defendant and the defendants have agreed to execute the registered sale deed in favour of the plaintiff within three months by receiving balance sale consideration of Rs.3,00,000/-. Though the plaintiff informed them that he is ready with remaining balance sale consideration, the defendants have not come forward to execute the sale deed. As such the plaintiff got issued legal notice to the defendants for which they have given untenable reply. The defendants are making every effort to postpone the execution of the sale deed and they are making attempt to sell the suit schedule property to other persons. If the application is not allowed the plaintiff will be put to great hardship. On the other-hand no hardship is going to be caused to the other side. The plaintiff has made out a prima-facie case and the balance of the convenience lies in favour of the plaintiff and he has approached the court with clean hands. Hence, prayed to allow the application.

3. On the other-hand, the learned counsel for the defendants filed the objection contending that the application is not maintainable under law or on facts. The plaintiff has failed to show a prima-facie case, balance of convenience and irreparable injury which are essential conditions for grant of temporary injunction. There was no concluded sale has been taken place between the plaintiff and the defendants and the

defendants have admitted about the sale agreement dated 06.11.2022 for total sale consideration of Rs.28,00,000/- and also admitted about the advance sale consideration paid by the plaintiff at Rs.10,00,000/-. It is also admitted by the defendants that on 06.07.2024 the plaintiff issued a cheque bearing number 461890 for Rs.15,00,000/- drawn on Canara Bank, Kallahalli branch, Mandya which came to be dishonored for the reason 'Drawer's signature differs' and it clearly indicates his unwillingness to proceed with the sale transaction. The plaintiff orally admitted with the defendants that he is not interested in completing the transaction. Plaintiff has no enforceable or equitable interest over the suit schedule property. The plaintiff not approached with clean hands and suppressed the material fact about dishonor of the cheque and his oral agreement to cancel the sale transaction. He has misused the process of law to stall the defendants. On 08.01.2025 the defendants have received the notice. If the injunction is granted it will cause irreparable injury to the defendants who are real owners in possession of suit schedule property. On the other-hand no hardship is going to be caused to the other side. Hence, prayed to dismiss the application with the costs.

4. Thereafter heard arguments addressed by learned counsels for the plaintiff and defendants and learned counsel for the defendants filed written arguments. 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 if an order of injunction is not granted which cannot be compensated by way of money?
4. What order?
5. The findings on the above points are as hereunder:

Point No.1: In the Negative

Point No.2: In the Negative

Point No.3: In the Negative

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

### **REASONS**

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

7. The plaintiff has filed this suit against the defendants seeking the relief of specific performance of sale agreement dated 06.11.2024 directing the defendants to execute the registered sale deed by receiving balance sale consideration. As per the plaintiff, defendants are the absolute owners of the suit schedule property which is situated in Sy.No.283 of Uddurukaval village, Kasaba Hobli, Hunsur

Taluk totally measuring 2 acres. In order to meet the urgent legal necessities and in order to household expenses the defendants intended to sell the suit schedule property and after mutual discussions the plaintiff agreed to purchase the suit schedule property for total consideration of Rs.28,00,000/- and on 06.11.2024 entered into sale agreement and it was registered on 08.11.2024. Prior to the sale agreement, the defendants have received totally Rs.10,00,000/- on several installments and the plaintiff paid Rs.15,00,000/- through a cheque bearing No.461890 in the name of the 3<sup>rd</sup> defendant and defendants agreed to execute the registered sale deed within three months by receiving balance sale consideration of Rs.3,00,000/-. The plaintiff was always ready and willing to perform his part of contract and he had kept ready balance sale consideration and the defendants have postponed the same by giving one or other reasons. The plaintiff further alleged that, he has issued legal notice to the defendants when he came to know that, the cheque came to be dishonored for signature differs. But the defendants have not received the notice and they have issued one notice for cancellation of the sale agreement which was duly replied by him and the said reply notice was also not received by the defendants. Thereafter, on 08.01.2025 defendants have issued notice to the plaintiff and sought for cancellation of the said agreement in view of the fact that, the cheque has been dishonored. The plaintiff is ready to pay remaining sale consideration of Rs.18,00,000/- and as such he filed the suit.

8. On the other-hand the defendants have filed the written-statement denying the entire case of the plaintiff. However, they have admitted that, on 06.11.2024 themselves and the plaintiff entered into sale agreement in respect of the suit schedule property and have also admitted about receipt of Rs.10,00,000/- in cash as advance sale consideration from the plaintiff. They have also admitted about issuance of cheque by the plaintiff in the name of 3<sup>rd</sup> defendant for Rs.15,00,000/- and they have specifically contended that, the said cheque came to be dishonored for the reason "Drawer's Signature differs" on 12.12.2024 and as such the plaintiff is not entitled for specific performance of contract.

9. The present application is filed by the plaintiff seeking the relief of temporary injunction restraining the defendants from alienating the suit schedule properties infavour of anybody pending disposal of the suit. Along with plaint, the plaintiff has produced original registered sale agreement dated 06.11.2022. It is very important to note that the plaintiff stated that, the agreement is dated 06.11.2024 but it is not so. The sale agreement is dated 06.11.2022 and it has been registered on 08.11.2024. The recitals of the sale agreement goes to show that, the plaintiff has issued the cheque for Rs.15,00,000/- which is portion of balance sale consideration. The plaintiff has produced the RTC, Legal notice and return postal covers and reply notices. It is pertinent to note that, defendants on the other-hand have produced the documents about return of cheque. The plaintiff in the plaint

has narrated about dishonor of the cheque issued by him for Rs.15,00,000/-. But in the affidavit filed in support of the present application, the plaintiff has not narrated about any of these facts. He has stated that, he has paid balance sale consideration of Rs.15,00,000/- by way of cheque. He has not disclosed the fact about dishonor of the cheque in the said affidavit which leads to suppression of material facts. The plaintiff has produced his bank statement about having sufficient funds in his account. If it is so he should have transferred the amount to the bank account of the 3<sup>rd</sup> defendant through RTGS. But after dishonor of the cheque the plaintiff shows his intention to pay the amount through RTGS. Since the plaintiff has suppressed the material fact before the court in the affidavit, he is not entitled for the equitable relief of temporary injunction.

10. At the time of addressing the arguments learned counsel for the defendants has relied upon the decisions reported in:

**AIR 1993 SC 276**

Between: Dalpath Kumar and another Vs Prahlad Singh and  
others

Wherein Hon'ble Supreme Court of India has held as  
hereunder:

*Existence of prima-facie case must be shown by plaintiff. Non grant of injunction must result in irreparable injury to the party seeking relief. Balance of convenience must be in favour of grant of injunction. In suit*

*seeking to set aside decree court can grant interim injunction when the suit is based on ground of fraud or want of court's jurisdiction While granting injunction in such cases court should cautiously look to the conduct of the party, probable injuries to either party and whether plaintiff could be adequately compensated if injunction is refused.*

**MFA No.6210 of 2022 (CPC)**

Between: Sri.S.Abhiramaiah Vs Smt.Saroj Bagaria and others

Wherein Hon'ble High Court of Karnataka has held as hereunder:

*Suffice it to say that the three basic ingredients while considering an application for grant of injunction which are establishment of prima-facie case, actual physical possession of the property in question and last but not the least balance of convenience and hardship are the three determining factors to claim an order of temporary injunction in the pending suit.*

11. Herein in this case the conduct of the plaintiff in issuing the cheque without properly putting his signature itself sufficient to show his conduct. The principles laid down in the aforesaid decisions are aptly applicable to the facts of the case on hand. Further the plaintiff has not disclosed the said fact in the affidavit is also sufficient to come to the conclusion that the plaintiff has not approached the court with clean hands and he is not entitled for the equitable relief of injunction. Accordingly, Point No.1 to 3 are answered in the Negative.

12. **Point No.4:** In view of the aforesaid reasons, this court proceeds to pass the following:

**ORDER**

IA.No.I filed under Order 39 Rule 1 and  
2 R/w Section 151 of CPC by the plaintiff is  
hereby dismissed with costs of Rs.500/-.

(Typed by me directly on the Laptop, same is then corrected and  
pronounced by me in the open court on this the 06<sup>th</sup> day of April, 2026.)

Sd/-

**(Anitha)**

Pr1.Senior Civil Judge and JMFC.,  
Hunsur.