

### **ORDERS ON I.A.NO.1**

The plaintiff has filed this suit seeking the relief of Specific Performance of Contract in respect of suit schedule property. Along with plaint, the plaintiff has also filed I.A.No.1 U/O.XXXIX Rules 1 and 2 of C.P.C., seeking an ad-interim Temporary Injunction against the defendants from not to alienate the suit schedule property till disposal of the suit.

Heard the learned Counsel for plaintiff and perused the materials on record. In the affidavit filed in support of IA No.1 the plaintiff has stated that, defendants are the owners of suit schedule property and in order to meet their legal necessities they executed a Sale Agreement in his favour on 25.03.2021 and received advance sale consideration of Rs.2,30,000/- and agreed to execute the Sale Deed within three years. He further stated that, after completion of three years he approached the defendants and requested them to execute the Sale Deed by receiving balance sale consideration, but the defendants postponed the same one or other reasons. Thereafter, he issued a legal notice on 25/02/2025 and said notice was duly served, but they did not turn up. He further stated that he is always ready and willing to perform his part of contract but, the defendants are not ready to execute the Sale Deed and trying to sell the suit schedule property. Hence, he has approached this Court for necessary relief.

The plaintiff in his affidavit has further stated

that, he has made out a prima-facie case and balance of convenience lies in his favour and if ad-interim temporary injunction is not granted as prayed in I.A.No.1, he will be put to irreparable loss. Hence, the plaintiff has prayed temporary injunction as sought in I.A.No.1.

As per Rule 3 of Order 39 of the C.P.C., the power to grant an exparte-interim injunction in exceptional circumstances based on sound judicial discretion to protect the plaintiff from appended injury may be granted.

It is well settled that, while granting injunction plaintiffs must show:-

- i. Existence of prima-facie case,
- ii. Balance of convenience and
- iii. The injury must be of an irreparable

loss that cannot be compensated in terms of money.

In the present case in order to grant an ad-interim temporary injunction, the plaintiff has produced Original Sale Agreement, Copy of Order passed by the Special Assistant Commissioner, Mysuru, RTC extracts, Copy of legal notice, postal receipts, acknowledgments and returned RPAD Covers. Perused the plaint averments, documents and affidavit filed in support of IA.No.1. On perusal of Sale Agreement prima-facie shows that the defendants executed a Sale Agreement in favour of plaintiff. Since there is an apprehension with regard to alienation, hence at this juncture, the plaintiff has made out grounds that, if temporary injunction order is not granted, the very purpose of

filing this suit will be defeated and he will be put to irreparable loss and on the contrary no kind of loss will be caused to the defendants.

At this stage, this Court satisfied with the prima-faice case, in view of Original Sale Agreement, Copy of Order passed by the Special Assistant Commissioner, Mysuru, RTC extracts, Copy of legal notice, postal receipts, acknowledgments and returned RPAD Covers produced by the plaintiff. The balance of convenience is also satisfactory. Accordingly, in the ends of justice and to avoid multiplicity of proceedings, this Court proceed to pass the following:-

**ORDER**

Issue exparte ad-interim  
Temporary Injunction order against  
the defendants restraining them from  
alienating over the suit schedule  
property till next date of hearing.

The plaintiff shall comply Order  
39 Rule 3(a) of C.P.C. However, the  
plaintiff shall file compliance affidavit  
and after compliance office is directed  
to issue T.I. order.

Issue notice on I.A.No.1, exparte  
T.I. order to defendants and suit  
summons to defendants.

Returnable by 05.06.2025.

Prl. Civil Judge & J.M.F.C.,  
**NANJANGUD.**