

OS No.68/2026  
11.06.2026

**EXPARTE ORDER ON I.A. NO. I FILED UNDER ORDER 39**  
**RULE 1 R/W Sec 151 OF CPC**

Perused the plaint. Heard the counsel for plaintiff. The plaintiff has filed this suit for the relief of cancellation of registered sale agreement, GPA and sale deed and such other consequential reliefs which deems fit to grant under the circumstances of the case.

Along with the present suit the plaintiff also filed I.A. No. I under order 39 rule 1 of CPC for seeking ad-interim exparte temporary injunction against the defendants No.1 and 2 from restraining the defendant No.1 and 2 from alienating, creating any charge over the suit schedule property to any persons till the disposal of the suit.

Perused the contents of the application and the annexed affidavit sworn by the plaintiff along with the documents. In the annexed affidavit the plaintiff stated on oath that, the plaintiff was the owner of the property measuring 2 acres 20 guntas and as he was in need of money for discharging house loan took the hand loan of Rs.2,00,000/- from the defendant and for the purpose of security of the said hand loan he has executed the sale agreement and GPA which was drafted by the defendant No.1. Further, it is alleged that when the plaintiff requested the defendant No.1 to receive the loan amount of Rs.2,00,000/- and cancel the said documents, the defendant No.1 refused to cancel the same and stated that he has already executed the sale deed in the name of defendant No.2 who is the wife of defendant No.1.

It is further alleged by the plaintiff that in the sale agreement and GPA it is falsely shown as total consideration of Rs.3,00,000/- and Rs.2,90,000/- is already paid to the plaintiff. The said sale

agreement and GPA was never intended to be acted upon as sale agreement and they were only security documents. Hence, the present suit is filed along with a IA.

Along with the plaint the plaintiff has produced copy of GPA dated 27.04.2023, sale agreement dated 27.04.2023 and sale deed dated 28.07.2023. It is found that the sale agreement dated clearly discloses that no possession was handed over to the defendant No.1. In the sale deed dated 28.07.2023 it shows that the possession is handed over to the defendant No.2 by the defendant No.1. When the possession was handed over to the defendant No.1 to execute the sale deed with possession is not forth coming in the documents available. To avoid the multiplicity of proceedings and also the prayer seeking under the I.A. is not going to change the nature of the suit. As such, this court is under the opinion that the exparte order of not to alienate may be granted. If the exparte order granted in favour of the plaintiff, no hardship will be caused to the other side. Hence, proceeded to pass the following order.

### **ORDER**

The defendant No.1 and 2 are hereby restrained from alienating or creating any right or creating any encumbrance over the suit schedule property to any persons by way of temporary injunction, till next date of hearing.

The plaintiff is hereby directed to comply the order 39 rule 3 of C.P.C.

Senior Civil Judge and JMFC,  
Manvi

**EXPARTE ORDER ON I.A. NO. II FILED UNDER ORDER 39**  
**RULE 1 R/W Sec 151 OF CPC**

Perused the plaint. Heard the counsel for plaintiff. The plaintiff has filed this suit for the relief of cancellation of registered sale agreement, GPA and sale deed and such other consequential reliefs which deems fit to grant under the circumstances of the case.

Along with the present suit the plaintiff also filed I.A. No. II under order 39 rule 1 and 2 R/w 151 of CPC for seeking ad-interim exparte temporary injunction against the defendants No.1 and 2 from interfering with the possession of the plaintiff over the suit schedule property.

Perused the contents of the application and the annexed affidavit sworn by the plaintiff along with the documents. In the annexed affidavit the plaintiff stated on oath that, the plaintiff was the owner of the property measuring 2 acres 20 guntas and as he was in need of money for discharging house loan took the hand loan of Rs.2,00,000/- from the defendant and for the purpose of security of the said hand loan he has executed the sale agreement and GPA which was drafted by the defendant No.1. Further, it is alleged that when the plaintiff requested the defendant No.1 to receive the loan amount of Rs.2,00,000/- and cancel the said documents, the defendant No.1 refused to cancel the same and stated that he has already executed the sale deed in the name of defendant No.2 who is the wife of defendant No.1.

It is further alleged by the plaintiff that in the sale agreement and GPA it is falsely shown as total consideration of Rs.3,00,000/- and Rs.2,90,000/- is already paid to the plaintiff. The said sale agreement and GPA was never intended to be acted upon as sale agreement and they were only security documents. Hence, the present suit is filed along with a IA.

Along with the plaint the plaintiff has produced copy of GPA dated 27.04.2023, sale agreement dated 27.04.2023 and sale deed dated 28.07.2023. It is found that the sale agreement dated clearly discloses that no possession was handed over to the defendant No.1. In the sale deed dated 28.07.2023 it shows that the possession is handed over to the defendant No.2 by the defendant No.1. When the possession was handed over to the defendant No.1 to execute the sale deed with possession is not forth coming in the documents available. The possession is not handed over by the plaintiff to the defendant No.1 at no point of time under the sale agreement. The prayer seeking under the I.A. is not going to change the nature of the suit. The sale agreement dated 27.04.2023 shows that the plaintiff has no handed over the possession. The plaintiff and defendant No.1 are the brothers. If the exparte order granted in favour of the plaintiff, no hardship will be caused to the other side. Hence, proceeded to pass the following order.

### **ORDER**

The defendant No.1 and 2 and their agents, supporters, followers, workers or anybody claiming through them are hereby restrained from disturbing the peaceful possession and enjoyment of the suit property by the plaintiffs by way of temporary injunction, till next date of hearing.

The plaintiff is hereby directed to comply the order 39 rule 3 of C.P.C. and on compliance, the office is hereby directed to issue order of temporary injunction, suit summons and emergent notice on I.A. No. II to the defendants on emergent process.

Call on 03.07.2026.

Senior Civil Judge and JMFC,  
Manvi