



I.A.No.	1
I.A filed by the	Plaintiff
Date of filing of I.A	18.01.2026
Date of filing objection by the Defendants	26.03.2020 and 01.04.2026 Written statement of Defendant No.12 and Defendants No.1 to 11 respectively
Date of Order	21.07.2026

**IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE
AND CJM., AT RAMANAGARA**

Dated:- This the 21st day of July, 2026

Present:-

Sri. Lokesha

B.A., L.L.B.,

Prl. Senior Civil Judge & CJM.,
Ramanagara.

O.S.No.159/2026

Plaintiff :- Sri. Lokesh K.

V/s.,

Defendants :- Sri. Shivarudraiah and others

I.A.No.1

Applicant :- Sri. Lokesh K.



O.S.No.159/2026
- (Plaintiff)

-V/s-

Opponents :- Sri. Shivarudraiah and others
- (Defendants)

* * *

ORDER ON I.A.No.1 UNDER ORDER 39 RULE 1 AND 2
OF CPC.,

This application is filed by the Plaintiff Sri. Lokesh K. requesting the court to pass an order of temporary injunction against the Defendants restraining them from alienating the suit schedule property pending disposal of suit.

2. In the affidavit filed accompanying this application, Plaintiff Sri. Lokesh K. states that suit is filed for specific performance of contract. That the Defendants being the owners of the suit property have executed an agreement of sale dated:11.12.2020 agreeing to sell the suit property. That the Defendants in-acting



O.S.No.159/2026

collusion have created sale agreement dated:21.08.2024 and sale deed dated:28.01.2025. Having received substantial amount, the Defendants have defrauded the Plaintiff and even after issuance of notice have not come forward to execute the sale deed. That Defendants No.1 to 11 are yet to execute the registered sale deed in respect of suit item No.1 in favour of the Plaintiff. The Defendant No.12 is claiming under registered sale deed dated:28.01.2025 in respect of suit item No.2. As such Defendants No.1 to 12 are required to be restrained from alienating suit property. If the Defendants alienate the suit property according to their whims and fancies, and during the subsistence of the agreement of sale with this Plaintiff, Plaintiff would be suffer to irreparable loss and injury, when the Plaintiff has made out a prima-facie case and balance of convenience lies in his favour. If order of injunction is granted no hardship would be caused to the



other side. Hence, he has prayed for allow this application.

3. On the other hand the Defendant No.1 to 11 have appeared before this court through their counsel and filed their written statement by denying the alleged agreement of sale. The Defendant No.12 also appeared before this court through his counsel and filed his written statement. These Defendants have filed memo adopting the written statement as objection to I.A.No.1. The Defendants No.1 to 11 have plead their case that they had availed loan of Rs.3,00,000/- from the Plaintiff and towards security of the said loan amount the Plaintiff got obtained alleged sale agreement. These Defendants have not received the sale consideration amount mentioned in the sale agreement. That alleged sale agreement is created. It is further plead that these Defendants have executed GPA and sale deed in favour of 12th Defendant. That suit of the



O.S.No.159/2026

Plaintiff is barred by limitation. Hence, they have sought for dismissal of application. The Defendant No.12 files his written statement by denying all averements of the plaint. He pleads his case that this Defendant has purchased suit schedule property from Defendants No.1 to 11 by virtue of the sale deed dated:28.01.2025 and since the date of purchase this Defendant has been in possession and enjoyment of suit property. That suit of the Plaintiff is barred by limitation. Hence, he has sought for dismissal of application.

4. I have heard the learned counsel for the Plaintiff and Defendants. I have perused the materials on record.

5. The following Points arise for my consideration:-

(1) Whether the Plaintiff has made out a prima-facie case?

(2) Whether the balance of convenience and comparative hardship is made out by the Plaintiff?



(3) Whether the Plaintiff would suffer irreparable loss and injury, if temporary injunction is not granted in favour of the Plaintiff?

(4) What order?

6. My answers to the above points are as under:-

Point No.1 to 3 : In the Affirmative;

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

REASONS

7. Point No.1:- Undisputedly, present suit is filed by the plaintiff against the defendants seeking decree for specific performance of contract based on the sale agreement dated:11.12.2020 executed by the defendants No.1 to 11 with respect to suit property bearing Sy.No.7/1 measuring 23 guntas, Sy.No.9/2 measuring 9 guntas situated at Harisandra Village, Kasaba Hobli, Ramanagara Taluk, Bengaluru South District. The case of the Plaintiff has been resisted by the Defendants No.1 to



11 contending that the alleged agreement of sale was executed towards security of the loan amount of Rs.3,00,000/- and suit of the Plaintiff is barred by limitation.

8. Before going to discuss the facts in it, it is necessary to know the ingredients of prima facie case. Prima-facie case is a substantial question raised bona-fide which needs investigation and a decision on merits. Prima-facie case for temporary injunction generally means that the plaintiff's affidavit and annexure if any go to show that he has a case to go to trial. Prima-facie contemplates that if material placed before the Court, as such issue arise which requires to be investigated by the Court at the trial prima-facie case is made out. It only means substantial question raised in the pleadings which at first sight appears worth investigation and decisions.



9. The principles on which the court grants or confirms a temporary injunction pending the disposal of a suit are now well settled. An interlocutory injunction is merely provisional in its nature. It does not conclude or purport to conclude a right, but is intended to keep the matters open pending further orders. When the court is called upon to examine whether plaintiff has a prima facie case in a suit for the purpose of determining whether a temporary injunction should be granted, the court must purse examine the merits of the case and it will be compelled to consider whether there is a likelihood of the suit being decreed. The depth of investigation which the court must necessarily pursue for that purpose will vary with each case. Where the determination must be made with reference to factual material, the scope of examination must be confined to the evidence on record including affidavit evidence available at that stage. The circumstances under which temporary injunction may be



O.S.No.159/2026

granted have by now been more or less crystallized.

Wherein any suit it is proved by affidavit or otherwise that any property is disputed is in danger of being wasted, damaged or alienated, by any party to the suit or to restrain the defendant for committing injury of any kind relating to the same property or right the court may grant a temporary injunction at its discretion on such terms as to the duration of the injunction and subject to the conditions as the court thinks fit.

10. I have perused the documents produced by the Plaintiff. The Plaintiff has produced original sale agreement dated: 11.12.2020 and also notice dated:18.11.2025 issued by the Plaintiff to the Defendants No.1 to 11. The fact that the Defendants No.1 to 11 have admits the execution of sale agreement and their defence that it was executed towards security of the loan amount from the Plaintiff is sufficient to hold that an



O.S.No.159/2026

arguable and triable case has been made out by the Plaintiff. Moreover, alleged agreement of sale is registered document, which has got presumptive value. Whether this alleged agreement of sale has been executed by Defendants No.1 to 11 with an intention to sell the suit properties or not has to be decided only after full fledged trial. It is true that Defendant No.12 has relied upon subsequent sale agreement dated:21.08.2024 executed by Defendants No.1 to 11 in his favour and also sale deed dated:28.01.2025 executed by Defendants No.1 to 11 in his favour.

11. It is true that as per the recitals of agreement of sale 11 months was fixed for execution of the sale deed from the date of sale agreement. It is to be noted that there was obligation on the part of the Defendants No.1 to 11 to get the khata changed into the name of Shivarudraiah, Veeranna, Shivarudramma and



O.S.No.159/2026

Gangamma and also to obtain 11E sketch, Genealogical tree and mutation which are required for registration of the sale deed. The learned counsel for the Defendants No.12 would repeatedly argued that suit ought to have been filed within three years after expiry of 11 months but suit is filed after lapse of three years which is barred under the provisions of First Part of Article 54 of Limitation Act. In support of his submission the learned counsel for the Defendants No.12 relied upon Judgment of Hon'ble Apex Court in **Civil Appeal No.8446/2024(Arising out of SLP (c) 2997/2023), Ushadevi and Ors., Vs. Ramkumar Singh and Othr.,** I have carefully gone through this decision in detail. In this decision suit was decided on merits by the trial court by dismissing the suit and Plaintiff had prefer appeal which was allowed. The Defendant preferred R.S.A. before Hon'ble High Court which was came to be dismissed. The Defendants approached the Hon'ble Supreme Court of

**O.S.No.159/2026**

India by filing Spl.L.Petition. Hon'ble Supreme Court held that suit was barred by limitation. In the case on hand we are at the stage of considering the application filed seeking order of temporary injunction. At this stage, issue of limitation which is mixed question of law and fact cannot be decided by this court. Therefore, with due respect to the dictum of this decision, I am of the humble opinion that, this decision may not helpful for the case of the Defendants as facts and circumstances of the present case is distinguishable one.

12. The learned counsel for the Defendants No.12 relied upon another Judgment of Hon'ble Apex Court in **Civil Appeal No.3912/2015(Arising out of SLP (c) 35686/2013), Fatehji and Co. and Anr., Vs. L.M. Nagpal and Ors.**, I have carefully gone through this decision in detail. In this decision the Defendant had filed application seeking rejection of the plaint as barred by

**O.S.No.159/2026**

limitation. In this decision the Defendants themselves had sought for time to obtain permission to sell the suit property by way of letter for a period of six months. In this decision the plaint averments itself was cleared that suit was barred by limitation, as such plaint was rejected. But in the case on hand now we are not dealing with the issue whether suit is barred by limitation or not. Therefore, with due respect to the dictum of this decision, I am of the humble opinion that, this decision may not helpful for the case of the Defendants as facts and circumstances of the present case is distinguishable one.

13. Whether Plaintiff is entitled for decree for specific performance of contract or not cannot be decided at this stage. The mini trial cannot be conducted at this stage. The documents produced by the plaintiff is sufficient to hold that the plaintiff has strong probabilities of ultimate success. So the documents produced by the plaintiff is

**O.S.No.159/2026**

sufficient to hold that plaintiff has a fair and arguable case and a serious question to be tried. Considering the nature of the relief sought for by the plaintiff and the defence raised by the defendants, this court is of the opinion that the plaintiff has made out a prima facie case. While considering the question of prima facie case, what the court is required to see is whether there is a fair question involved in the suit for decision and it will suffice if it is found that the plaintiff has strong probabilities of ultimate success. Considering the circumstances of the case, this court is of the opinion that interference of this court is very much necessary, without which a right accrued in favour of plaintiff cannot be protected from species of injury which is known as irreparable injury and comparative mischief which is likely to cause in the absence of injunction will be greater and not compensatable. For the foregoing reasons, I come to conclusion that plaintiff has made out a prima facie case.



With these reasons, I answer Point No.1 in Affirmative.

14. Point No.2 and 3:- The Plaintiff stated in the plaint that the Defendants are trying to alienate the suit properties to third party and if the defendants were able to succeed in their attempt of alienation the plaintiff would be put to irreparable loss and injury. So it is proved by the Plaintiff that the properties are being alienated by the defendants. This fact is sufficient to hold that balance of convenience lies in favour of the plaintiff rather the defendants. So, if the defendants are succeeded in their attempt of alienation of the suit properties and in the event of plaintiff succeeding in the suit, it would be difficult for the plaintiff to get the decree executed in accordance with law. Under such circumstances, suit properties are to be protected intact pending disposal of suit. The defendants are to be restrained from alienating the suit properties pending disposal of suit, which would

**O.S.No.159/2026**

not cause any injustice to the defendants. It is well settled that the grant of injunction is always in the discretion of the court. However, that discretion is to be exercised in accordance with well established principle of law and exercise of discretion must be based on judicial consideration alone. If two views can be taken by Civil Court, and both are supported by law, it is free to take any of the views, either granting the injunction or rejecting the prayer for injunction. So, considering the facts and circumstances of the case, this court is of the opinion that if order of injunction is not granted, it would cause injustice and irreparable loss and injury to the plaintiff. Therefore, order of injunction in favour of the plaintiff is very much necessary. **Therefore, I answer Point No.2 and 3 in Affirmative.**

15. Point No.4:- In view of my answers to Point No.1 to 3, I proceed to pass the following :-



ORDER

I.A.No.1 filed by the Plaintiff under Order XXXIX Rule 1 and 2 r/w Sec.151 of the CPC., is hereby allowed.

The defendants are hereby restrained by order of temporary injunction from alienating the suit schedule properties pending disposal of suit in any manner.

The cost of this I.A. shall follow the final result of this suit.

(Order dictated to the Stenographer directly on the computer, corrected signed and pronounced by me on this day of 21st July 2026.)

(Lokesha)
Prl.Senior Civil Judge & CJM,
Ramanagara.