

KARN020004022024



I.A.No.	1
I.A filed by the	Plaintiff
Date of filing of I.A	28.03.2024
Date of filing objection by the Defendants	29.10.2024
Date of Order	04.11.2025

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

Dated:- This the 4th day of November, 2025

Present:-

Sri. Lokesha

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

**Prl. Senior Civil Judge & CJM.,
Ramanagara.**

O.S.No.177/2024

Plaintiff :- Sri. Manjunath D.H.

V/s.,

Defendants :- Sri. Venkatappa and others

I.A.No.1

Applicant :- Sri. Manjunath D.H.

- (Plaintiff)

-V/s-



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Opponents :- Sri. Venkatappa 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. Manjunath D.H. 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. Manjunath D.H. states that he has filed the suit for the relief of specific performance of contract based on the sale agreement dated 10.09.2020 executed by the defendants in his favour. He further states that the defendants have executed an agreement of sale dated 10.09.2020 agreeing to sell the suit schedule property for ₹ 41,87,500/- and they have received of Rs.6,00,000/-

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before the witnesses. It is further states that after executing the sale agreement the defendants have not come forward to execute the sale deed. As such he has issued notice to the defendants calling upon them to execute the regular sale deed. But they have not come forward to execute the sale deed. That plaintiff has always been ready and willing to perform his part of contract. It is further states that the defendants are trying to alienate the suit properties to third party. If the defendants were successful in their illegal attempt of alienating the suit property there would be multiplicity of proceedings. That plaintiff cannot resist the illegal act of the defendants without the aid and assistance of this court, as the defendants have been support of the money and might along with rowdy elements. It further states that plaintiff has got right over suit property, plaintiff has got prima facie case on merits. That balance of convenience very much lies in his favour. The order of injunction is not granted as prayed for in the application, he



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would be put to great hardship and injustice and inconvenience. On the other hand if this application is allowed, no injustice would be caused to the Defendants in any manner. Hence, he prays for allow this application.

3. On the other hand defendant No.2 filed his written statement and other defendant No.3 to 18 and 21 have adopted the written statement of defendant No. 2 by filing memo. The 2nd defendant filed his written statement by denying the execution of the sale agreement. The 2nd defendant stated that as he was in need of money he approached the plaintiff seeking loan of ₹ 4,00,000/- and he has availed loan of ₹ 4,00,000/- from the plaintiff and towards security of the loan transaction the plaintiff has obtained the signature of the defendants on the document and he has created this alleged sale agreement and filed this suit. The defendants never agreed to sell the suit property and they never intended to sell the suit property. Hence,



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Plaintiff is not entitled for any relief as sought for in the suit and hence he prayed for dismissal of suit and application.

4. I have heard the argument of learned counsel for the plaintiff. In spite of opportunity provided the learned counsel for the defendants No.2 to 18 and 21 has not addressed the argument. Hence with liberty to file written submission by the learned counsel for the defendants case was posted for orders on application No.1.

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 Manjunath D.H. against the defendants seeking decree for specific performance of contract, based on the sale agreement dated:10.09.2020 said to have been executed the defendants in his favour, agreeing to sell the suit schedule property for ₹ 41,87,500/-. The case of the plaintiff has been resisted by the defendants No.2 to 18 and 21 contending that they had availed only ₹ 4,00,000/- as loan amount from the plaintiff, towards security of the said loan transaction, the plaintiff has obtained the signature of the defendants on the document and he has created the alleged sale agreement and filed the present suit.

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8. Before going to discuss the facts in it, it is necessary to know the meaning 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. In support of the case, plaintiff has produced the unregistered sale agreement dated 10.09.2020 said to have been executed by the defendants in his favour. I have carefully scanned Exhibit P1, from which it reveals that on 10.09.2020 the defendants have executed the sale



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agreement in favour of the plaintiff, agreeing to sell the suit property, bearing Survey No.6 measuring 1 acre 27 guntas in Block No.3, situated at Kakaramanahalli Village for total sale consideration of ₹ 41,87,500/- in favour of the plaintiff.

As per this document the defendants have received ₹ 4,00,000/- through 4 different cheques and ₹ 2,00,000/- in cash from the plaintiff and they had agreed to execute the regular sale deed in favour of the plaintiff by receiving balance amount before the Sub Registrar. The plaintiff has also produced Exhibit P2 legal notice. Exhibit P3 is the copy of the reply issued by the defendants to the plaintiff, in which they have pleaded that they have received ₹ 4,00,000/- as loan amount from the plaintiff and towards security of the loan amount they have executed the alleged sale agreement. It is to be noted that according to the defendants, Exhibit P1 alleged sale agreement was executed towards security of the loan amount and they have received only ₹ 4,00,000/- as loan. The question to be decided in this suit whether Exhibit

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P1 is executed by the defendants with an intention to sell the suit property or whether it is executed by the defendants towards security of the alleged loan amount borrowed from the plaintiff by the defendants is to be decided after full-fledged trial. At this stage, mini-trial cannot be conducted. So, the defence raised by the defendants that they had availed only loan of ₹ 4,00,000/- and towards security of the said loan amount, Exhibit P1 is executed by them, sufficient to infer that the plaintiff has made out a triable and arguable case. The defence raised by the defendants is sufficient to infer that the plaintiff has made out a prima facie case and plaintiff has a strong probability of ultimate success in this suit. So, it can be said that every probability tilts in favour of the plaintiff as to the reliefs sought for by the plaintiff in this suit.

10. Prima facie case means prima facie case for trial. So, by producing Ex.P1, the plaintiff has made out a prima facie case that the plaintiff has a fair and serious question to

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be tried at the trial. Considering the fact that the defendants have impliedly admitted the execution of Ex.P1 sale agreement in favour of the plaintiff, this court is of the opinion that the plaintiff has made out a triable and arguable case and there is a fair question involved in the suit. Therefore, I come to conclusion that plaintiff has made out prima facie case. **Hence I answer point No.1 in Affirmative.**

11. Point No.2 and 3:- On question of balance of convenience and the threatened mischief or injury, irreparable or otherwise, regard must be added to the nature of the suit and the particular right asserted like suits for specific performance of contract. Where injunction are sought to prevent breach of contract, the balance of convenience is in favor of the plaintiff who seeks specific performance of contract. It is to be noted that by filing affidavit filed accompanying this application the plaintiff has

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proved that the property is being alienated by the defendants. If the defendants succeed in their attempt of alienating the suit property in favour of third party during pendency of the suit, it would lead to multiplicity of proceedings. Moreover in the event of alienating the suit property by the defendants during pendency of the suit 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 if order of injunction is not granted, it can be said that irreparable loss and injury would be caused to the plaintiff rather the defendants in the event of refusing to grant injunction. It is settled that power to grant of temporary injunction is discretionary in nature. However, the discretion is to be exercised in accordance with well-established principles of law, and exercise of discretion must be based on judicial consideration alone. If two views can be taken by a civil court and both are supported by law, it is free to take any of the

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views, either granting the injunction or rejecting the prayer for grant of temporary injunction. Therefore, this court has come to conclusion that certainly irreparable injury would be caused to the plaintiff if order of injunction is refused. Therefore, I have come to conclusion that the interference of this court is very much necessary to grant the order of injunction against the defendants as prayed for by the plaintiff in I.A.No.1. Therefore, defendants are to be restrained by an order of temporary injunction from alienating the suit property pending disposal of suit.

Therefore, I answer Point No.2 and 3 in Affirmative.

12. 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.



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

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

(Order is dictated in the laptop by me and same is corrected signed and pronounced by me on this day of 4th November 2025.)

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