



**IN THE COURT OF THE II ADDL. CIVIL JUDGE & JMFC., AT
kanakapura**

Dated this 27th Day of October 2025

**Present: Sri.Vinay .V. Kundapur B.A.L., LL.B.,
II Addl. Civil Judge and JMFC.,
Kanakapura.**

O.S. No.239/2025

PLAINTIFFS : Sri. Hanumanthaiah and others.,

/Vs/

DEFENDANTS : Smt. Muddamma and another.,

INTERLOCUTORY APPLICATION No.I

APPLICANT : Sri. Hanumanthaiah plaintiff

(By Sri. G.M., Advocate)

/Vs/

OPPONENT : Smt. Muddamma and another.,....defendant

(By Sri.G.K.S. Advocate)



1	Provision under which the application is filed	:	U/O 39 Rule 1 and 2 of CPC
2	Relief Sought for	:	Permanent Injunction
3	The date on which the application is filed	:	26.06.2025
4	The date on which the objection is filed by opponents	:	08.09.2025
5	The date on which the order was passed on the said application	:	27.09.2025

**ORDER ON I.A No.I FILED UNDER Or. 39 R.1 & 2 OF CODE OF
CIVIL PROCEDURE, 1908**

This application is filed by the applicant/plaintiff seeking an ad interim order of temporary injunction restraining the defendants from putting up of constructions in the 'B' Schedule property pending disposal of the suit in the interest of justice.



2. In the accompanying affidavit plaintiff No.1 submits that, he has filed the above suit against the defendant for the relief of permanent injunction and other consequential reliefs. He submit that, they are the absolute owner in possession of the agricultural land bearing Sy No. 132/1, measuring to an extent of 0.18.08 guntas, situated at: Picchanakere Village, Harohalli Hobli and Taluk, Ramanagara District, which is morefully described in the schedule. Originally this property belongs to his father have purchased the suit schedule properties from his vendor Thimmaiah, vide registered sale deed dated: 04.09.1980, which was registered in the office of the sub registrar, Kanakapura vide document No. 2588/1980-81 measuring to an extent of 0.18.08 guntas, which is the suit schedule properties. Since from the date of the purchase his father was in possession and enjoyment of the suit schedule properties without any interference from anybody. After that all revenue documents have been transferred jointly in the name of



them and ADLR, Kanakapura have also fixed the hudbust sketch to the suit schedule property is also prepared by the ADLR.

Further plaintiff submit that, the defendants who is a stranger is trying to encroach the "B" schedule property and putting up of the construction in the "B" schedule property without having any valid right and title, with regard to this accepts they have approached the jurisdictional police have given NCR. He told the defendants not to put up the construction in the 'B' schedule property by encroaching their property on 05.06.2025. When they questioned title of the defendants the defendants gave wage reply stating that it is their ancestral property but refused to give them any document to establish to title. The defendants without having any valued right and title they are interfering with our peaceful possession and enjoyment of the suit schedule properties and trying to put up the construction in the "B schedule property" and



also they are trying to change of the nature of the suit schedule property. On all these grounds plaintiff prays to allow the application.

3. On the contrary, defendants have appeared through their counsel and filed written statement along with memo for adopting the written statement as objection to the IA U/o 39 Rule 1 & 2 of CPC. The defendant No.1 submits that he is the absolute owner of the B schedule property and she is in peaceful possession and enjoyment of the same. The defendant No.1 acquired the said B schedule property through registered sale deed dt: 25.04.1995 from Anjanappa S/o Revanna. After purchase of the said agricultural property bearing Sy No. 27/1 measuring 0.04 guntas actual Sy No. 132/1 he situated at Pichannakere Village, Harohalli Hobli, Kanakapura Taluk, now at Harohalli Taluk, Bangalore south district bounded on East by: land of K. Thimmaiah, West: Govt Road,



North: Govt Gundutopu, South: land of Chikkathimmaiah, by oversight, defendant No.1 vendor one Anjinappa S/o Revanna wrongly mentioned Sy No. 27/1 instead of Sy No. 132/1.

The defendant No.1 further submits, he purchased the land and she is peaceful possession and enjoyment the same over the B schedule property. Later on the defendant No.1 converted the said agricultural land as Khaneshumar property (House Property) and she obtain the NOC from the Panchayath and built a house in above said suit schedule B property in Khaneshumari No. 166/15 and boundaries is privilege. The defendant submits claim of the plaintiff is baseless and not maintainable in the eye of law. Hence, prays to dismiss the application with exemplary costs.

4. Heard and perused material available on record.
5. On perusal, following points arise for my consideration:



- i: Whether the plaintiff has made out prima facie case ?
- ii. Whether balance of convenience lies in favour of plaintiff ?
- iii: Whether plaintiff would be put to irreparable loss and hardship if the injunction is not granted ?
- iv: What order ?

6. My answers to the aforementioned points are as under:

Point No.i : In the affirmative,

Point No.ii : In the affirmative,

Point No.iii : In the affirmative,

Point No.iv: As per the final order

for the following;

REASONS

7. **Point No.i:** The plaintiff has instituted this suit against the defendants for permanent injunction and such other relief.



8. The contention of the plaintiff is that, the Defendant is stranger to the suit schedule property and trying to encroach the B schedule property and started construction in the B schedule property. Further plaintiff submits he approached jurisdictional police station to give complaint against the act of the defendant. The defendant does not having any right, title over the suit schedule property, with a malafide intention started construction in the B schedule property. Hence plaintiff seeks to restraining the defendant from putting up further construction in the B schedule property. On all these grounds plaintiff prays to allow the application.

9. In support of the application, the plaintiff produced copy of the Genealogical tree, copy of the RTC Nos, copy of the sale deed dated:04.09.1980, copy of the Encumbrance Certificate, copy of the Hadubast sketch, copy of the NCR, Photographs and C D, Draft sketch.



10. On the other side, in support of their contention, defendant filed sale deed dated: 25.04.1995, demand registrar extract, Copy of E katha and copy of RTC extract.

11. This court perused documents available on record. At this juncture, this Court places reliance to decision reported in **ILR**

1989 Kar.962 and the ratio is extracted below:

“ Grant of ad-interim injunction has to course or pass through the following slots:

(a) Prima facie case

(b) balance of convenience

(c) irreparable injury to the plaintiff and

(d) lastly all injunction being absolutely discretionary in nature whether there was any over riding consideration that enabled the refusal of the injunction by the court below.

The ratio is aptly applicable to the present case. The very purpose of issuance of temporary injunction is that, at initial stage



the suit schedule property or counter claim property as a case may be shall have to be protected. Under such case plaintiff has to invariably must make out prima facie case, balance of convenience and irreparable loss, which can not be compensated by any means, for non grant of temporary injunction by this Court.

12. The plaintiff in support of his claim he produced the documents, Geneological tree, copy of the RTC Nos, copy of the sale deed dated:04.09.1980, copy of the Encumbrance Certificate, copy of the Hadubast sketch, copy of the NCR, Photographs and C D, Draft sketch. The plaintiff submission is that he is in actual possession and enjoyment of the suit schedule property. The defendant is stranger to the schedule property. To prove the same the plaintiff has produced sale deed copy and also RTC extract pertaining to the suit schedule property. On the other side the defendant denied the averments made in the application



and contended that they are absolute owner of the B schedule property and they purchased the said property from Anjanappa S/o Revanna. But during registration due to over sight Sy No. 132/1 is wrongly mentioned as Sy No. 27/1. Further submits that boundaries are proper and correct. But they indirectly admitted they are not in the possession and ownership of suit schedule property bearing Sy No 132/1. The RTC extracts produced by the defendant is pertaining to the property bearing Sy No. 27/1. The plaintiff filed a suit with respect S y No. 132/1 measuring 0.18.08 guntas, to prove the same he has produced sale deed and RTC extract pertaining to the Sy NO. 132/1 which clearly discloses that plaintiff is in possession of the suit schedule property.

13. Therefore, on the basis of documents which is produced by the plaintiff this Court comes to the conclusion that the plaintiff has made out prima facie case. At this juncture, this Court thinks for



proper disposal of the case, granting temporary injunction as prayer made by the plaintiff is proper. That, at this juncture, this Court for the up shot reasons and discussions is of the considered opinion that non grant of temporary injunction till disposal of the case, causes irreparable loss to the plaintiff, which can not be compensated by any means. The contention taken by the defendants should required full fledged trial. Hence, this Point No.I is answered in the **Affirmative**.

14. Point No.ii & iii: With regard to balance of convenience and irreparable loss is concerned, balance of convenience is the relative factor which means the comparative loss caused to the party, in case the injunction is not granted. In this case, the plaintiff has made out prima facie case as discussed above and balance of convenience lies in favour of him. If T.I is not granted infavour of the plaintiff, he may suffer irreparable loss and hardship. Hence, these two points are answered in the **Affirmative**.



15. Point No.iv : In view of findings on point No. 1 to 3, this courts proceed to pass the following :

O R D E R

**I.A. No.1 filed by the Plaintiff under
O. 39. R. 1 & 2 of C.P.C, hereby allowed.**

The defendants his agents, or anybody works, supports and followers or anybody claiming him from and acted upon them in any way are hereby restrained from interfering with the plaintiff's peaceful possession and enjoyment over the suit schedule property in any manner, till disposal of the suit.

No order as to cost.

(Dictated to the stenographer directly on Computer, typed by her, corrected, signed and then pronounced by me in the open court on 27th Day of October 2025).

**Sd/-
(VINAY .V. KUNDAPUR)
II Addl. Civil Judge & JMFC.,
Kanakapura**





(Order pronounced in open court vide separate order)

ORDER

**I.A. No.I filed by the Plaintiff
under O. 39. R. 1 & 2 of C.P.C, hereby
allowed.**

**The defendants his agents, or anybody
works, supports and followers or anybody
claiming him from and acted upon them in
any way are hereby restrained from
interfering with the plaintiff's peaceful
possession and enjoyment over the suit**



**schedule property in any manner, till disposal
of the suit.**

No order as to cost.

**II Addl. Civil Judge & JMFC.,
Kanakapura**

For issues call on: 08.12.2025