



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

Dated this 19th Day of February 2026

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

O.S. No.30/2025

PLAINTIFF : Sri. Siddamarigowda

/Vs/

DEFENDANT : Sri. K. Eranna

INTERLOCUTORY APPLICATION I.A No.I

APPLICANT : Sri. Siddamarigowda plaintiff

(By Sri. S.S.N., Advocate)

/Vs/

OPPONENTS : Sri. K. Eranna defendant

(By Sri.L.Y. 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	:	10.01.2025
4	The date on which the objection is filed by opponents	:	27.10.2025
5	The date on which the order was passed on the said application	:	19.02.2026

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 plaintiff seeking an ad-interim order of temporary injunction restraining the defendant, or his agents, workmen or family members or anybody acting under him in any way interfering with the peaceful possession and enjoyment of the suit schedule property, pending disposal of the suit in the interest of justice and equity.



2. In the accompanying affidavit plaintiff submits that, he has filed the above suit against the defendant for the relief of permanent injunction and other consequential reliefs. It is the case of the plaintiff is that, he is in the lawful possession and enjoyment of the suit schedule property. Plaintiff submits the Sy No.91 which is the ancestral property measuring to an extent of 2 acre 5 guntas of which katha stood in the name of his father Siddegowda. The plaintiff submits he along with his father and his brother Siddaraju entered an agreement of sale with defendant which is registered and agreed to sold 1 acre 35 guntas for legal necessities under the registered agreement dated 26.07.2010 and terms of the agreement has to be completed within 6 months. That the land in Sy No.91 was measured and boundary fixed in 2013-14, at that time plaintiff father died on 18.04.2013. The land measuring 30 guntas in Sy No.91 phoded and separate number was given to Sy No.91/3. The plaintiff submits the defendant for reason best know to him



did not pursue the agreement of sale which is in his favour and it has come to end by efflux of time.

The plaintiff submits defendant attempt interfere with his property on 25.02.2024 and attempt to trespass, thus I have resisted act of the defendant. The plaintiff further submits he issued noticed to the defendant and tried to not to interfere with the suit schedule property. The plaintiff submits he is the agriculturist and unable to withstand onslaughts of the defendant and without the aid of the Hon'ble court he is unable to resist the act of the defendant. Hence approached this court on above said ground he prays to restrain the defendant from interfering with peaceful possession and enjoyment over the suit schedule property. On all these grounds plaintiff prays to allow the application.

3. On the contrary, defendant counsel filed written statement along with memo and submits to adopt written statement as objection to I.A. The defendant contention is that, the



Siddegowda S/o Siddalingegowda is the original proposer of property bearing Sy No.91 measuring 2 acres 5 guntas. The said property is ancestral property of Siddegowda. The defendant submits the said Siddegowda along with his children Siddamarigowda and Siddaraju executed agreement registered sale deed on 27.07.2010 with respect to property bearing No. 91 measuring 1 acre 35 guntas infavour of defendant. Further the defendant admitted that, time limit of execution of sale deed is six month. The sale consideration amount is Rs.8,00,000/- for acre.

The defendant further submits, the plaintiff family received Rs.5,00,000/- from defendant as an advance sale consideration amount. Further defendant submits the plaintiff took time for registration for sale deed for collected document pertaining to the suit schedule property. The defendant further submits on 04.03.2001 the plaintiff approached the defendant and demanded further amount of Rs. 5,00,000/- same was given by



the defendant to the plaintiff. The defendant further submits for loan amount they executed another agreement at the time the hand over the possession suit schedule property to the defendant.

The defendant further submits on 18.05.2011 they borrowed Rs.1,60,000/- from the defendant through cheque. The defendant submits that, he invested Rs.20,00,000/- to the suit schedule property for development and installation transferred and also construction of compound over the suit schedule property. The defendant submits he is having cowshed in the suit schedule property and also he is constructed house in the suit schedule property. The plaintiff not possession in the suit schedule property. The plaintiff after receiving amount from the defendant filed to executed infavour of defendant. The defendant submits he also filed suit under O.S. No.807/25 before Senior Civil Judge, Kanakapura same was pending. Further submits in the said suit Hon'ble Court grant interim injunction



infavour of the defendant. Hence the defendant submits the application filed by the plaintiff is not maintainable and prays to dismiss the suit and I.A with an exemplary cost.

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

- i: Whether the plaintiff have 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 : Partly in the Affirmative,

Point No.ii : Partly in the Affirmative,

Point No.iii : Partly in the Affirmative,

Point No.iv: As per the final order

for the following;



REASONS

7. **Point No.i:** The plaintiff filed the present suit against the defendant for permanent injunction and such other reliefs. The main contention of the plaintiff is that, the Sy No.91 which is the ancestral property measuring to an extent of 2 acre 5 guntas of which katha stood in the name of his father Siddegowda. The plaintiff submits his father and himself and his brother Siddaraju entered an agreement of sale with defendant which is registered and agreed to sold 1 acre 35 guntas for legal necessities under the registered agreement dated 26.07.2010 and terms of the agreement has to be completed within 6 months. That the land in Sy No.91 was measured and boundary fixed in 2013-14, at the time of plaintiff father died on 18.04.2013. The land measuring 30 guntas in Sy No.91 phoded and separate number was given to Sy No.91/3. The plaintiff submits defendant attempt interfere with his property on 25.02.2024 and attempt to trespass, thus I



have resisted act of the defendant. The plaintiff further submits he issued noticed to the defendant and tried to not to interfere with the suit schedule property.

On the other side defendant denied the averment made in the application and submits before the court that, the said Siddegowda along with his children Siddamarigowda and Siddaraju executed agreement registered sale deed on 27.07.2010 with respect to property bearing No. 91 measuring 1 acre 35 guntas infavour of defendant. Further the defendant admitted that, time limit of execution of sale deed is six month. The sale consideration amount is Rs.8,00,000/- for acre.

The defendant further submits, the plaintiff family received Rs.5,00,000/- from defendant as an advance sale consideration amount. The defendant further submits on 18.05.2011 they borrowed Rs.1,60,000/- from the defendant through cheque. The defendant submits that, he invested Rs.20,00,000/- to the suit schedule property for development and installation transferred



and also construction of compound over the suit schedule property. The defendant submits he is having cowshed in the suit schedule property and also he is constructed house in the suit schedule property. The plaintiff not possession in the suit schedule property.

8. In support of application the plaintiff produced certified copy of registered agreement of sale dated 26.07.2010 pertaining to the suit schedule property, RTC extract Sy No.91, certified copy of RTC Sy No.91/3, xerox copy of survey records and xerox copy of the Akarbhanddurasth.

9. On the other side in support of their contention, defendant produced copy of registered sale deed dated 26.07.2010, encumbrance certificate, copy of the written agreement, legal notice, RTC, certified xerox copy of property of podi, suit schedule sketch copy, akarbandh, genealogical tree, mutation, E-sketch of Form-11, document stating that the defendant is in possession of the property in question and has obtained an electricity



connection and transformer, certificate of soil testing by the defendant, bank statement, copy of the Sy No.19, a copy of image published in the newspaper and Aadhar card.

10. Considering the submission made by the plaintiff also perusal of the documents produced by the defendants counsel this court come to the conclusion that for proper disposal of the main case the property should be protected. So the suit of the plaintiff and other allegations of the parties will be decided only on full fledged trial. Otherwise it leads to multiplicity of litigation's. Hence this Court is of the opinion that, both the parties have to maintain the status-quo till final disposal of suit on merits only on full fledged trial.

In this regard, this court relying on the decision of Hon'ble high court of Karnataka reported in ILR 2004 KAR Page 4076 (Fakirasab V/s. Syedusab and Others) in which it is held that:



(B) CIVIL PROCEDURE CODE, 1908- ORDER 39 RULES 1 And 2-
OBJECT OF- While considering an application for grant of temporary injunction, the right and need of respective parties should be considered and the suit property also should be protected and preserved so that, if ultimately, the plaintiff who is the initiator of the suit, succeeds in the suit, he would not be put to irreparable and un compensable loss. The object is to keep the property in status-quo so that it would be available to the plaintiff if she ultimately succeeds in the suit.

11. In view of above said decision of Hon'ble High Court of Karnataka and upon hearing the arguments of both the sides of their respective counsels, at this juncture this Court is of the opinion that, the suit property has to be protected till final disposal of the suit and order to avoid further complications, plaintiff and defendants have to maintain status-quo of the suit



property till final disposal of the suit. Hence this Court answers point No.i to iii partly in the affirmative.

12. Point No.iv : In view of findings on point No.i to iii, this courts proceed to pass the following:

ORDER

The IA No. I filed by the plaintiff U/o XXXIX Rules 1 & 2 of CPC are hereby partly allowed.

The plaintiff and defendant is hereby directed to maintain status-quo with respect to suit schedule property till final 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 **19th Day of February 2026**).*

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







(Order pronounced in open court
vide separate order)

The IA No.I filed by the plaintiff U/o
XXXIX Rules 1 & 2 of CPC are hereby partly
allowed.

The plaintiff and defendant is hereby
directed to maintain status-quo with respect
to suit schedule property till final disposal
of the suit.

No order as to cost.

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

For Issues
call on 13.03.2026.

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