

KARN320016792025



Presented on : 28-04-2025

Registered on : 28-04-2025

IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC.,
KANAKAPURA

Present: Smt. Radha S, B.A., LL.M.,
Prl. Civil Judge & JMFC.,
Kanakapura.

O.S./174/2025

Dated this the 15th day of November 2025

Plaintiff:- Sri. Shivaraju
S/o late Veerabhadraiah
Aged about 54 Years,
R/o: Doddasadenahalli Village,
Maralavadi Hobli,
Harohalli Taluk,
Ramanagara District.

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

.Vs.

Defendants:- 1. Sri. Suresha
S/o Late Choodegowda
Aged about 38 years,

2. Smt. Rathnamma
D/o Late Choodegowda
Aged about 36 years,



3. Smt. Nagamma
D/o Late Choodegowda
Aged about 34 years,

4. Sri. Kunnegowda
S/o Late Choodegowda
Aged about 75 years,

All are R/o:
Doddasadenahalli Village,
Maralavadi Hobli,
Harohalli Taluk,
Ramanagara District.

5. Smt. Rajamma
W/o Late Veerabhadregowda
Aged about 65 years,

6. Sri. Prashantha.G.V
S/o Late Veerabhadregowda
Aged about 42 years,

D5 & D6 are R/o:
Gundanagollahalli Village,
Maralavadi Hobli,
Harohalli Taluk,
Ramanagara District.

**(By Sri. A.B.S., Adv., for D1
to D3, D5 & D6
Sri. V.S., Adv., for D4)**

PARTIES TO IA No.I

Applicant / plaintiff : Sri. Shivaraju



Vs.

Opponents / defendants : Sri. Suresha and Others

(RADHA.S)

Prl. Civil Judge & JMFC.,
Kanakapura.

**ORDERS ON I.A.NO.I FILED UNDER ORDER XXXIX
RULE 1 AND 2 R/W SECTION 151 OF CPC BY THE
PLAINTIFF**

This is an application filed by plaintiff requesting the court to pass an order of temporary injunction against the defendants, to restrain them, their agents, servants or anybody acting on their behalf from alienating the land bearing Sy.No.243 measuring 2 acres 5 guntas situated at Doddasadenahalli Village, Maralawadi Hobli, Harohalli Taluk and Ramanagara District to anybody in any manner till disposal of the suit. The description of the above property is clearly mentioned in the plaint and application schedule and herein after referred as the suit schedule property.

2. The defendants have appeared through their counsels. Out of all the defendants, the defendant No.4 has filed objections to present application and defendant No.1 to 3 and 5 and 6 have filed written statement and memo to



consider their written statement as objections to the present application.

3. On the bases of application, objections and written statement filed by either party, the following points would arise for my consideration.

- 1 Whether the plaintiff has made out prima-facie case?
- 2 Whether balance of convenience lies in favour of plaintiff?
- 3 Whether irreparable loss and injury would be caused to plaintiff if temporary injunction is not granted?
- 4 What order?

4. Heard the arguments canvassed by the learned counsels for the plaintiff and defendants at length in great detail on IA No.I. Scrutinized the records of the case.

5. On perusal of the documents and having heard the arguments, my answer to the above points as under;

Points No. 1 to 3 : In the Affirmative

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



::REASONS::

6. Point Nos.1 to 3 : These points are taken together for discussion hence they have interlinked to each other to avoid repetition of fact. Admittedly, plaintiff has filed this suit against defendants for the relief of specific performance of contract.

7. In the affidavit accompanying to this application the plaintiff deposed that, one Choodegowda @ Tundanna i.e the father of the defendant No.4 was the absolute owner in possession of the suit schedule property and having legal right over it. The said Choodegowda @ Tundanna was agreed to sell the suit schedule property to the plaintiff's father viz Veerabharaiiah S/o Choodegowda for total sale consideration amount of Rs.11,000/- for his family legal financial necessities. Accordingly the plaintiff's father was also agreed to purchase the same for the said amount. In pursuance of which, on 09-11-1993 the said Choodegowda @ Tundanna had executed an agreement for sale in favour of plaintiff by receiving an advance sale consideration amount of Rs.6,000/- from the plaintiff's father. Further the said Choodegowda @ Tundanna was assured and agreed to execute the registered sale deed by receiving the balance sale consideration amount. On the date of execution of an agreement for sale, the said Choodegowda @ Tundanna had



handed over the possession of the suit schedule property to the said Veerabhadraiah. Since the day of agreement for sale, the said Veerabhadraiah along with the plaintiff are in possession on the suit schedule property and cultivating in it. It was also written in the said agreement for sale that the said agreement for sale will be considered as sale deed till execution of an absolute sale deed. After the death of said Choodegowda @ Tundanna, the plaintiff's father approached the defendants to execute the absolute registered sale deed in respect of the suit schedule property. The plaintiff has also made repeated requests to the defendants to get execute the registered sale deed, but the defendants have failed to perform their part of contract. For which on 07-03-2025 the plaintiff has issued a legal notice to the defendants calling upon them to execute the registered sale deed as per agreement by receiving balance sale consideration amount. Despite service of notice, the defendants didn't come forward to execute the sale deed. It is the specific contention of the plaintiff that the defendants are trying to alienate the suit schedule property to others as such without having any other go, the plaintiff has come up with present suit against the defendants along with present application. On these grounds the plaintiff sought to allow the present application.



8. On the other hand the defendant No.4 has filed objections to present application. In the objections, the defendant No.4 has denied the entire case of the plaintiff. It is the specific defence of the defendant No.4 that the alleged agreement for sale is created in order to grab the suit schedule property. The plaintiff is not in possession of the suit schedule property. The defendants are in joint possession of the suit schedule property. The plaintiff has not even produced any documents to show his possession on the suit schedule property. The plaintiff has filed this false and frivolous suit on the basis of forged and created documents. The suit of the plaintiff is barred by law of limitation. As such the plaintiff is not entitled for any relief as sought under the suit. On these grounds the defendant No.4 prayed to reject the present application.

9. I have gone through the pleadings and documents available on records, the plaintiff in support of his contention has produced notarized copy of sale agreement dated 09-11-1993, office copy of legal notice dated 07-03-2025 issued to the defendants, Postal receipts, Postal acknowledgment cards, Photostat copy of G-tree written on a non-judicial stamp, Photostat copy of hand written RTCs and Photostat copy of Encumbrance certificate. The documents produced by the plaintiff shows prima-facie case



in favour of the plaintiff at this stage to grant temporary injunction in favour of the plaintiff. The genuineness of the documents cannot be seen at this stage, that can be seen at the time of trial. The defence of the defendants with regard to the creation of alleged sale agreement can't be considered at this stage as the same is the matter of trial. If defendants alienated suit property the rule of lis-pendense will apply and it leads to multiplicity of proceedings. If the defendants are restrained from alienating the suit property till disposal of suit no injustice would be caused to defendants, otherwise it causes irreparable loss and injury to the plaintiff. The merit of the case cannot be decided at this stage as such no much appreciation is required on the defence taken by the defendants. Considering the nature of the suit and materials available on record I am of the opinion that plaintiff has made out prima-facie case and balance of convenience is also lies in favour of the plaintiff. Therefore, if order of injunction is not granted, irreparable loss and injury would be caused to the plaintiff rather than the defendants. For these reasons I answer point No.1 to 3 in Affirmative.

10. Point No.4 : For the above said reasons I proceed to pass the following order;



O R D E R

I.A.No.I filed Under Order XXXIX
Rule 1 and 2 R/w Sec.151 of CPC by
the plaintiff is hereby allowed.

Defendants, their agents,
servants or anybody acting on their
behalf are hereby restrained by way
of temporary injunction from
alienating the suit schedule property
to anybody in any manner till the
disposal of the present suit.

Cost of this I.A. shall follow the
final result of the suit.

*(Dictated to the stenographer directly on computer, corrected by me
then the Stenographer has taken print out, after taking printout
corrected, signed and then order pronounced by me in open court on
15th day of November 2025.)*

(Smt. Radha.S)
Prl. Civil Judge & JMFC.,
Kanakapura.