

KARN320031492025



Presented on : 05-08-2025

Registered on : 05-08-2025

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./316/2025

Dated this the 24th day of April 2026

Plaintiff:- Sri. K.N.Purushotham Raju
S/o late Narasaraju.K
Aged about 61 Years,
R/o: No.27,
Narasaraju Garden,
Puttenahalli,
J.P.Nagar, 7th Phase,
Bengaluru-560078.

(By Sri. R.G.K., Advocate)

.Vs.

Defendants:- 1. Sri. Somayya
S/o late Somaiah
Aged about 58 years,

2. Smt. Shivamadamma
W/o Somayya
Aged about 48 years,



3. Sri. Manju.H.S
S/o Somayya
Aged about 28 years,

4. Sri. Anil Kumar.H.S
S/o Somayya
Aged about 26 years,

All are R/o:
Harihara Village,
Sathanur Hobli,
Kanakapura Taluk,
Ramanagara District.

(Ex-Parte)

PARTIES TO IA No.I

Applicant / plaintiff : Sri. K.N.Purushotham Raju

Vs.

Opponents / defendants : Sri. Somayya 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 his behalf from alienating the land bearing Sy.No.198/3 (Old Sy.No.198) measuring 00 acre 15 guntas situated at Doonthur Village, Sathanoor Hobli, Kanakapura Taluk, 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. On the basis of application filed the plaintiff, 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?

3. Heard the arguments canvased by the learned counsel for the plaintiff on IA No.I. Scrutinized the records of the case.



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

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3 : In the Affirmative

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

::REASONS::

5. **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.

6. In the affidavit accompanying to this application the plaintiff deposed that, the defendants are the absolute owners in possession of the suit schedule property and having legal right over it. The defendants have agreed to sell the suit schedule property to the plaintiff for total sale consideration amount of Rs.4,21,875/- for their family legal financial necessities. Accordingly the plaintiff has also agreed to purchase the same for the said amount. In pursuance of which, on 01-09-2023 the defendants have executed an unregistered agreement for sale in favour of plaintiff by receiving an advance sale consideration amount



of Rs.1,85,000/- from the plaintiff. Further the defendants assured and agreed to execute the registered sale deed after completion of survey and phodi and by producing all relevant documents in respect of sold property. The plaintiff 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 18-03-2025 the plaintiff has issued a legal notice to the defendants calling upon them to execute the register sale deed as per agreement by receiving balance sale consideration amount. Even though 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.

7. On the other hand, the reasons best known to the defendants, they have not appeared before the court despite service of summons.

8. I have gone through the pleadings and documents available on records, the plaintiff in support of his contention has produced Photostat copy of unregistered



sale agreement dated 01-09-2023, office copy of legal notice dated 18-03-2025 issued to the defendants, Postal receipts dated 18-03-2025, postal acknowledgment cards and RTC pertaining to the suit schedule property. The documents produced by the plaintiff establish prima-facie case in favour of the plaintiff at this stage to grant temporary injunction. The genuineness of the documents cannot be seen at this stage, that can be seen at the time of trial. If defendants alienated the suit schedule 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. 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 Nos.1 to 3 in Affirmative.

9. 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 Section 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 **24th day of April 2026.**)*

Sd/-

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