



**IN THE COURT OF THE ADDITIONAL SENIOR CIVIL
JUDGE AND J.M.F.C., AT MAGADI.**

Present: Sri. Shivakumar R., B.A.L., LL.B.,
Additional Senior Civil Judge & JMFC, Magadi.

Dated: 14th Day of August 2025
ORIGINAL SUIT NO. 208/2021

Plaintiffs

- :-**
1. Smt. Rangamma,
D/o. Late. Channappa,
Aged about 33 years,
 2. Smt. Yashodhamma,
D/o. Late. Channappa,
Aged about 37 years,
 3. Smt. Rathnamma,
D/o. Late. Channappa,
Aged about 39 years,
 4. Sri. Suresh,
S/o. Late. Channappa,
Aged about 43 years,
 5. Smt. Lakshmi,
D/o. Late. Channappa,
Aged about 35 years,
 6. Sri. Venkatesh,
S/o. Late. Channappa,
Aged about 41 years,

All are R/at:



Dasappanapalya Village,
Kudur Hobli, Magadi Taluk,
Ramanagara District.

(By **Sri. H.S.P.** Advocate)

--V/s--

Defendant

- :-
1. Sri. Syed Ajaz Ahmad,
S/o. Late. Syed Ismayil,
Aged about 52 years,
 2. Smt. Abida Kathun,
W/o. Late. Syed Ismayil,
Since dead by her L.Rs., are
already on record as defendant No1 & 3
 3. Sri. Syed Iqbal Ahmed,
S/o. Late. Syed Ismayil,
Aged about 48 years,
 4. Smt. Thajunnisa,
W/o. Late. Syed Sanaulla,
Since dead by her L.Rs., are
already on record as
defendant No.5 to 7.
 5. Sri. Syed Ibrahim @ Maqbul,
S/o. Late. Syed Sanaulla,
Aged about 52 years,
 6. Sri. Syed Liyakathulla,



S/o. Late. Syed Sanauulla,
Aged about 49 years,

7. Sri. Syed Azgar Ula,
S/o. Late. Syed Sanauulla,
Aged about 50 years,

All are R/at: Halepete,
Kudur Town, Kudur Village,
Kudur Hobli, Magadi Taluk,
Ramanagara District.

(D1, 3, 5 to 7 by **Sri. M.V.S.** Advocate)
(D2 & 4 are **dead**)

PARTIES TO I.A.NO.1

Applicant : Smt. Gangamma & Ors.,

Vs.

Opponents : Sri. Syed Ajaz Ahmad & Ors.,

ORDER ON I.A.NO.1

The applicants/plaintiffs have filed this interlocutory application under Order XXXIX Rule 1 and 2 r/w Section 151 of CPC for the relief of temporary injunction restraining the defendant No.7, his agents, servants or anybody claiming through him from not to alienate/create any third party



encumbrance over the suit schedule property in any manner, during the pendency of suit by dispensing the suit as the matter of urgent in nature in the above case in the interest of justice and equity.

2. The I.A., supported with the accompanying affidavit of the plaintiff No.5. It is stated in the affidavit that, the plaintiffs have filed the above suit against the defendants for the relief to set-aside the decree dated: 15.04.2021 passed in O.S.No.23/2018 on the file of this Court is null and void and also consequential relief of permanent injunction and other reliefs with respect to suit schedule property. The mother of the plaintiff by name Smt. Gangaramma was the absolute owner in possession and enjoyment of the suit schedule property for having acquired under the agreement of sale dated 19.01.2012 from her previous vendor and from the date of agreement of sale, she was in possession and enjoyment of the suit schedule property as an absolute owner thereof.



3. It is further stated that, the plaintiffs being daughters and sons of above said Gangarangamma and the said Gangarangamma was constrained to file a suit in OS No.132/2012 on the file of Principal Civil Judge (Jr. Dvn.) and JMFC., at Magadi for the enforcement of agreement of sale dated 19-1-2012 and the same was decreed in terms of compromise against the defendants in OS No.132/2012. The above said Gangarangamma also filed Ex.No.33/2013 for execution of the decree in OS No.132/2012 and the same is pending before the principal Civil judge junior division and JMFC at Magadi. Since there was no partition in the family of the mother of the plaintiff Smt. Gangarangamma and except the plaintiffs, there are no other legal heirs or successors to the above mentioned Gangarangamma and as such the plaintiffs and their mother Gangarangamma were continued in possession and enjoyment of the suit schedule property and the above said Gangarangamma was died on 11.01.2020 by leaving behind the plaintiffs as her legal heirs. Even after



the death of the mother of the plaintiff Smt.Gangaramma, the plaintiffs are continued in possession and enjoyment of the suit schedule property and they are brought on record in Ex No. 33/2013 as legal heirs of decree holder.

4. It is further stated that, when such being the true facts of the case, the defendants are totally strangers and unconcerned to the suit schedule property and they have no right, title, interest or what so ever in respect of the suit schedule property and they themselves colluded together and filed false case by 1st defendant in OS No.23/2018 on the file of this Court and with the collusion of the defendants they have obtained collusive compromise decree in the above suit, by including the suit schedule property in item no.4 of OS.No.23/2018 on the file of this court. The plaintiffs are not parties to the alleged collusive decree and the defendants have not derived any right & title under the collusive decree. The suit schedule property was allotted in favour of defendant



No.6 in OS.No.23/2018. The defendant No.7 has not acquired any right, title or possession under the virtue of the alleged collusive decree effected in OS.No.23/2018 on the file of this Court. The plaintiffs are not aware of the collusive decree and very recently the plaintiff came to know the facts and obtained the copy of the decree on 15.04.2021.

5. It is further stated that, though the defendant No.1 to 7 obtained the collusive decree in respect of the suit schedule property in OS No.23/2018, they have not acquired any right or title in respect of the suit schedule property and the plaintiffs are continued in possession and enjoyment of the suit schedule property ever since from the date of agreement of sale referred to above. Now the defendant No.7 is making hasty arrangement to get the Khatha of the suit schedule property and thereby he is trying to alienate the suit schedule property in favour of third person. If the defendant No.7 is allowed to alienate the suit schedule property the



plaintiffs will be put in to wrongful loss and great injustice which cannot be compensated by any means. The defendants may tried to oust the plaintiffs under the virtue of the collusive decree. The plaintiffs are not parties to the collusive decree obtained in OS.No.23/2018 is not binding on the rights of the plaintiffs and the same is not in accordance with law and the same is liable to be canceled. The plaintiffs have made out a prima-facie case against the defendant No.7. The balance of convenience is lies in favor of the plaintiffs if an order of temporary injunction may granted as prayed in the application, no hardship would be caused to anybody on the other hand if not, the plaintiffs will be put to great hardship and injury, which cannot be compensated by any means. Hence, this I.A.

6. After service of suit summons, the defendant No.7 has appeared through his counsel and filed the detailed statement of objections to this I.A. The defendant No.7 in his



statement of objections have totally denied the plaintiffs' case and interalia contended that, the land bearing Sy.No.63/8 situated at Kudur village, Kudur Hobli, Magadi Taluk, Ramanagara District totally measuring to an extent of 0.29 guntas previously belongs to Kazi Zaleel Sab and his sons namely 1. Syed Nazeer, 2. Syed Abdul Kadar, 3. Syed Samiulla and 4. Syed Athaulla. The said persons being the absolute owners of the suit schedule property, have sold the same in favour of Syed Sanaulla Sab S/o Ibrahim Sab under the registered sale deed dated 26-8-1977, in pursuance of the registered sale deed, the vendor of the Syed Sanaulla have delivered and put the defendant No.5's father in possession and enjoyment of the suit schedule property. Accordingly, the said Syed Sanaulla the father of the defendant No.5 became the absolute owner of the entire property and he has been in possession and enjoyment of the same as an absolute owner and in pursuance of the registered sale deed, the revenue records have been changed in the name of defendant No.5's



father name. That the defendants are the family members after the death of father of the defendant No.5, the first defendant in this case has filed OS.No.23/2018 on the file of the Senior Civil Judge at Magadi for seeking partition. That, at the intervention of the Panchayathdars and well wishers and their relatives have got settled the matter. Accordingly, filed a compromise petition and in view of the compromise petition, this court decreed the suit legally. The suit schedule property is an ancestral property of this defendant as stated above. After the said decree the Khatha and Pahani changed in the name of the defendant No.1, 5 and 7 and they are in peaceful possession and enjoyment of the same as an absolute owners.

7. It is further contended that, the suit schedule property is not belongs to the alleged vendor of the plaintiffs' mother and the alleged vendor of the plaintiffs' mother had no right, title, interest or possession or whatsoever over the suit



schedule property and she had no any manner of right to execute the alleged agreement of sale in favour of the plaintiffs' mother and under the alleged agreement of sale, the plaintiffs' mother or the plaintiffs have not derived or acquired any manner of right, title, interest or whatsoever over the suit schedule property. That the plaintiffs' mother and her vendor have no right to enter in to an alleged agreement of sale with respect to suit schedule property which absolutely belongs to these defendants. That the plaintiffs, their mother and alleged vendor have colluded together and managed and created the alleged agreement and on the basis of alleged agreement, they have colluded each other and filed a suit in OS.No.132/2012 and they obtained collusive decree and on the basis of the same, they have filed a Execution No.33/2013 and that these defendants are not parties to the alleged agreement. The OS.No.132/2012 or Ex.No.33/2013, that the plaintiffs and alleged vendor beyond back of these defendants with an intention to knock off the valuable property of these



defendants have played the fraud and the decree obtained by the plaintiffs in OS.No.132/2012 is not binding on these defendants. The suit schedule property belongs to these defendants and they have obtained the legal decree and the same cannot be questioned by the third party i.e., plaintiffs who have no any manner of right, title, interest or possession over the suit schedule property. The defendant No.2 and 3 are dead and the suit against the dead persons is not maintainable. The plaintiffs have not made out a prima-facie case and the balance of convenience is not lies in favour of the plaintiffs.

8. It is further contended that, there is no bonafide reasons to allow the application and the plaintiffs have sworn a false contents affidavit in support of their application only with an intention to drag the proceedings and harass this defendant. The application is barred by limitation and the plaintiffs filed this application only to drag the proceedings



and kill the precious time of this court. There is no ground to allow the application. Under these circumstances if this court dismissed the application with exemplary cost, no hardship or injury will be caused to the plaintiffs, on the other hand if the application is allowed this defendant will be put to great hardship and injury will be caused to them which cannot be compensated by any means. Hence, the defendant No.7 prays to dismiss the above I.A.

9. Upon hearing arguments and on perusal of materials placed on record, the following points that would arise for my consideration are as under:

- 1) Whether the plaintiffs have made out a prima-facie case?
- 2) Whether the balance of convenience lies in favour of the plaintiffs?
- 3) Whether the plaintiffs will be put to irreparable loss and injury, if the temporary injunction is not granted as prayed in the I.A.?
- 4) What order?



10. My answer to the above points are 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 Order,

for the following:

REASONS

11. **POINT NO.1 TO 3:** These points are inter related with each other. Hence, these points are taken up together for common discussion in order to avoid repetition of facts and findings. I have already narrated in brief what is the case of the plaintiffs is and what is defense of the defendant No.7 is. According to plaintiffs, the mother of the plaintiffs namely Gangarangamma was the absolute owner and was in peaceful possession and enjoyment of the suit schedule property by virtue of the sale agreement dated: 19.01.2012 from her vendors. In terms of the said agreement, the vendors of the Gangarangamma have not executed the sale deed, hence the said Gangarangamma has filed the original suit before the



Prl. Civil Judge & JMFC., at Magadi, the same was numbered as O.S.No.132/2012, the said suit was compromised. Thereafter, the vendors of the said Gangarangamma have not executed the sale deed, hence she has filed execution petition, the same was numbered as Ex.33/2013 before the Prl. Civil Judge & JMFC., at Magadi. The same is pending for adjudication. When such being the case, the defendants are totally strangers and they have colluded with each other and filed the O.S.No.23/2018 before this Court and obtained the decree by way of compromise, the said fact not aware of the plaintiffs. Recently, the plaintiffs have obtained the certified copies of the same and after obtaining the certified copy of the same, they came to know the same. On the strength of the compromise decree, the defendant No.7 is trying to alienate the suit schedule property to the third parties in order to deprive the rights of the plaintiffs.



12. In order to substantiate the case of the plaintiffs at this stage the plaintiffs have produced the certified copy of Order Sheet in O.S.No. 132/2012, certified copy of the Plaint in O.S.No.132/2012, certified copy verifying affidavit in O.S.No.132/2012, certified copy of I.A., (compromise I.A.,) U/O.23 R.3 in O.S.No.132/2012, certified copy of the Decree in O.S.No.132/2012, certified copy of the Order Sheets in O.S.No.23/2018, certified copy of the Amended Plaint in O.S.No.23/2018, certified copy of the verifying affidavit in O.S.No. 23/2018, certified copy of the Compromise Decree in O.S.No.23/2018.

13. On the other hand, the defendant No.7 contended that, the vendor of the plaintiffs' mother has no right over the suit schedule property. Hence, the mother of the plaintiffs has not derived or acquired any manner of right, title, interest or whatsoever over the suit schedule property. Hence, the plaintiffs are not entitled for the relief sought in the plaint.



14. To substantiate the case of the defendant No.7, at this stage the defendant No.7 has produced the xerox copy of the registered sale Deed 26.08.1977, RTC Extracts, certified copy of the Plaint, Compromise Petition and Decree and also Order Sheet in O.S.No.23/2018.

15. At this stage, without going through the merits of the case and conducting mini trial, the court is considering the aspect of prima-facie. At this stage, this court makes very clear that this court is looking towards prima-facie case and not for the prima-facie title. I have carefully perused the contention of the both the parties and documents produced by the both parties and also other materials placed on record. In order to show the prima-facie case, the plaintiffs have produced the certified copy of the order sheet, plaint, compromise petition and decree in O.S.No.132/2017. On perusal of the same, it appears that, the mother of the plaintiffs has filed the suit against the defendants for the



relief of specific performance of contract in O.S.No.132/2017 before the Civil Judge (Jr. Dvn.) at Magadi, the same was ended by way of compromise. Accordingly, decree was also drawn. As per the plaintiffs, the Execution Petition is pending in respect of the suit schedule property. On the other hand, the defendant No.7 contended that, the vendor of the plaintiffs' mother has no right over the suit schedule property. Hence, the mother of the plaintiffs did not acquire any right over the suit schedule property. At this stage, the rights of parties cannot be adjudicated, it needs full fledged trial.

16. Admittedly, it is a suit for declaration and injunction in respect of suit schedule property. At this stage the rights of the parties cannot be adjudicated, it needs full fledged trial. In order to avoid multiplicity of proceedings and also to keep suit schedule properties intact till disposal of the suit. Hence, it is just and necessary to pass an order of



temporary injunction restraining the defendant No.7 from alienating the suit schedule property to any body in any manner till disposal of this suit. Looking into the pleadings and documents adduced by both the parties, at this stage it appears that, the plaintiffs have made out the prima-facie case and balance of convenience is also lies in favour of the plaintiffs. If this I.A., is not allowed, the plaintiffs will be put to great hardship and injury. On the other hand, if this I.A., is allowed, there is no harm caused to the other side. For considering all these reasons the Point No.1 to 3 in the Affirmative.

17. **POINT NO.4:** In the light of the above discussion on Point No.1 to 3, I proceed the following :

ORDER

I.A.No.I filed by the plaintiffs/applicants under Order XXXIX Rule 1 and 2 r/w. Sec.151 of CPC is hereby allowed.

Consequently, the defendant No.7 is hereby temporarily restrained from alienating

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the suit schedule property to anybody in any manner till disposal of this suit.

No order as to cost.

(Dictated to the Typist directly on computer, typed by her, corrected by me and then pronounced in the open Court, on this the day of **14th day of August, 2025.**)

**(SHIVAKUMAR R.,)
ADDITIONAL SENIOR CIVIL JUDGE &
J.M.F.C., MAGADI.**