

**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: 25th Day of APRIL 2026

ORIGINAL SUIT NO. 756/2025

Plaintiff :- Smt. Bhagyamma.K
W/o Govindegowda
Aged about 40 years
R/at Honnaganahatti village,
Tavarekere Hobli,
Bangalore south Taluk

(By Advocate: Sri. G.N)

--V/s--

Defendants :- Smt. Channamma H
W/o Narayana N
aged about 46 years
R/at No. 45, 4th cross,
1st main road,
Sunkadakatte,
Srigandada kaval, Bangalore-91

(By Advocate: Sri. M.C)

ORDER ON I.A.NO.1

The applicant/plaintiff has 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 defendants, her agents, servants, follower, henchmen, supporters, power of attorney holder family members or anybody claiming through her from alienating the suit schedule property in any manner during the pendency of the suit.

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2. In the accompanying affidavit to the I.A. No.1, the plaintiff it is states that, the defendant is the owner of the suit schedule property and she is need of money for her family legal necessities she has approached the plaintiff to purchased the suit schedule property. The plaintiff agreed to e purchase the suit schedule property, the sale consideration of sum of Rs.13,50,000/-. On 19.07.2024 the defendant has executed on registered agreement of sale in favour of plaintiff in respect of suit schedule property by receiving advance amount of Rs.4,00,000/- out of sale consideration from the plaintiff in the presence of the witness and execute the absolute sale deed in favour of plaintiff by obtained necessary documents within 4 months by receiving the balance consideration.

3. It it further stated that, the plaintiff is always ready and willing to perform is part of contract, but the defendant is not ready to full fill her part of contract by receiving balance consideration amount. In this regard the plaintiff was issued legal notice on 01.09.2025 to the defendant demand the

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defendant to execute the absolute sale deed by receiving balance sale consideration. The said notice was duly served defendant, instead of comply the same, the defendant got issued untenable reply dated 18.09.2025. It is further stated that, the defendant is making arrangements to create further encumbrance over the suit schedule property. Hence, this I.A.

4. After service of suit summons, the defendant has appeared through her counsel and filed the detailed written statement and resisted the suit of the plaintiff. The defendant has filed memo adopting the written statement averments as objection to this I.A. The defendant in his written statement he has totally denied the plaintiff case and interalia contended that, she has admitted that, she is the owner of the suit schedule property and interalia contended that, the defendant never agree to shall the suit schedule property to the plaintiff as alleged in the plaint. The husband of the this defendant is need of money, he has approached one Sri Muniraju for a loan of Rs.3,00,000/-. For the security of loan the husband of the plaintiff has handed the original documents to the Muniraju. Subsequently the Muniraju told that he do not have that much

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use amount in his hand, accordingly he arranged loan from the plaintiff. At that time the plaintiff has obtained the signature of the defendant to the blank stamp papers. The defendant and husband of pay the loan amount of Rs. 3,00,000/- to the plaintiff. After re payment of the said loan amount the said Muniraju colluded with the plaintiff and created the alleged agreement of sale only with intention to knock of the suit schedule property, and file this false suit. for all these grounds the defendant prays for to dismiss the I.A. filed by the plaintiff with cost.

5. Heard the arguments of both sides.

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

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7. My answer to the above points are as under :

Point No.1 : In the Negative,

Point No.2 : In the Negative,

Point No.3 : In the Negative,

Point No.4 : As per the Order,

for the following:

REASONS

8. **POINT NO.1 TO 3:** As these points are interconnected and interlinked with each other, these points are taken up together for common discussion to avoid repetition of facts. I have already narrated in brief what is the case of the plaintiff is and what is the defense of the defendants is. According to plaintiff, the defendant has executed the register agreement of sale dated 19.07.2024 in favour of plaintiff in respect of suit schedule property by receiving the advance of Rs.4,00,000/- out of sale consideration. The defendant has agreed to executed the absolute sale deed by obtained necessary documents within 4 months by receiving balance consideration amount. The plaintiff is always ready and willing to perform is part of contract, but the defendant has not execute the absolute sale deed in terms of

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agreement of sale. The defendant suppressing the agreement to alienate or create the third party interest over the suit schedule property.

9. In order to substantiate the case of the plaintiff, at this stage has produced the documents i.e., The copy of the un-registered sale deed dated 19.07.2024, The copy of the demand register extract, The copy of the legal notice dated 01.09.2025, Postal receipt, article tracking issued by the postal department and the copy of the reply notice dated 18.09.2025.

10. The defendant in his written statement he has totally denied the plaintiff case and interalia contended that, she has admitted that, she is the owner of the suit schedule property and interalia contended that, the defendant never agree to shall the suit schedule property to the plaintiff as alleged in the plaint. The husband of the this defendant is need of money, he has approached one Sri Muniraju for a loan of Rs.3,00,000/-. For the security of loan the husband of the plaintiff has handed the original documents to the Muniraju. Subsequently the Muniraju told that he do not have that much use amount in his hand, accordingly he arranged loan from the plaintiff. At that

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time the plaintiff has obtained the signature of the defendant to the blank stamp papers. The defendant and husband of pay the loan amount of Rs. 3,00,000/- to the plaintiff. After re payment of the said loan amount the said Muniraju colluded with the plaintiff and created the alleged agreement of sale only with intention to knock of the suit schedule property, and file this false suit.

11. In order to substantiate the case of the defendant at this stage she has not produced any documents.

11. At this stage, without going through the merits of the case and conducting mini trail, 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 pleadings of both the parties and documents produced by both the parties and also other materials placed on record. In order to show the prima-facie case, the plaintiff has produced the original copy of the unregistered agreement of sale dated 19.07.2024. On perusal of the same, it appears that the said documents was written in a stamp paper of Rs.15/-. It clearly goes to show that the said

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document is insufficiently stamped. It is to be noted that section 24 of the karnataka stamp act, 1957, renders instruments that are not duly stamped inadmissible in evidence for any purpose, nor can they be registered or acted upon by public officers, it mandates that such documents cannot be admitted unless the proper stamp duty and a penalty (up to 10 times the deficiency) are paid. At this stage the rights of the parties cannot be adjudicated, It needs full fledged trial.

12. Looking in to the pleadings and documents produced by the both parties, at this stage the place that the plaintiffs have not made out the Prima-facie case. The plaintiff has not made out a prima-facie case for grant of injunction and once that the admitted circumstances, question of this Court having to advert to the other aspects would not arise which is what has been held by the Hon'ble Apex Court in **Kashi Math Samsthan Vs. Shrimad Thirtha Swamy**, reported in **(2010) 1 SC 689**, wherein it has been held as under;

“It is well settled that, in order to obtained an order of injunction, the party who seeks for grant of injunction has to prove that, he has made out a

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prima-facie case to go for trial, the balance of convenience is also in his favour and he will suffer irreparable loss and injury if injunction is not granted. But, it is equally well settled that when a party fails to prove prima-facie case to go for trial, question of considering the balance of convenience or irreparable loss and injury to the party concerned would not be material at all, that is to say, if that party fails to prove prima-facie case to go for trial, it is not open to the court to grant injunction in his favour. Even if, he has made out a balance of convenience being in his favour and would suffer irreparable loss and injury, if no injunction order is granted. Therefore, keeping these principles in mind, let us now see whether the appellant has been able to prove prima-facie case to get on order of injunction during the pendency of the two appeal in the High Court.”

In the light of the aforesaid discussion, I answer Point No.1 to 3 in the Negative.

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

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ORDER

I.A.No.1 filed by the plaintiff/applicant under Order XXXIX Rule 1 and 2 r/w Section 151 of CPC is hereby rejected.

No order as to cost.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in the open Court, on this the day of **25th day of April, 2026.**)

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