



**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: 16th Day of February 2026
ORIGINAL SUIT NO.872/2025

Plaintiff

:- Mrs. Malini Nandakumar,
W/o. Nanda Kumar,
Aged about 53 years,
R/at: No.E – 12, Omkar House ,
Near by Maramma Temple,
Danalakshmi Layout,
Kodigehalli, Bengaluru North Taluk,
Bengaluru – 560 092.

(By Sri. K.N. Advocate)

--V/s--

Defendant

:- Mr. Renuka Prasad,
S/o. S. G. Shivanna,
Aged about 55 years,
R/at: Muganahalli,
Banavadi Post, Solur Hobli,

KARN410012332025



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O.S.No.872/2025(Or.)

Magadi Taluk,
Ramanagara District,
Ramanagara – 562 127.

(By Sri. N.K. Advocate)

PARTIES TO I.A.NO.1

Applicant : Mrs. Malini Nandakumar,

Vs.

Opponent : Mr. Renuka Prasad,

ORDER ON I.A.NO.1

The applicant/plaintiff has filed this interlocutory application under Order XXXIX Rule 1 and 2 r/w. Sec.151 of C.P.C., for the relief of temporary injunction restraining the defendant, his agents, his attorney holder or anybody acting on behalf of him from not to alienate or encumber in favour of any third parties in any manner till disposal of this suit.

2. The I.A., supported with the accompanying affidavit of the plaintiff. It is stated in the affidavit that, the defendant

KARN410012332025



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is the owner and in peaceful possession and enjoyment of the suit schedule property. The defendant had intended to alienate the suit schedule property to meet their legal necessity and to purchase the other properties. The plaintiff agreed to purchase the same. Accordingly, the sale consideration was fixed for a sum of Rs.29,20,000/-. The defendant has executed the registered agreement of sale dated: 26.11.2024 in favour of plaintiff in respect of suit schedule property by receiving an advance amount of Rs.29 lakhs as pleaded in the plaint from the plaintiff in the presence of witnesses and further the defendant has agreed to execute the sale deed by receiving balance sale consideration of Rs.20,000/-. The time is fixed for the performance of contract for a period of 9 months. The plaintiff is always ready and willing his part of contract, but the defendant has not performed his part of the contract as per the terms and conditions of the contract. In this regard, the plaintiff got issued legal notice to the defendant on 23.10.2025 through



speed post, the said notice was duly served to the defendant. In spite of service of notice, the defendant neither replied nor complied the same. The plaintiff learnt that, the defendant is trying to alienate the suit schedule property to the third party in order to deprive the rights of the plaintiff. Hence, this I.A.

3. In pursuance of the suit summons, the defendant has appeared through his counsel and filed the detailed written statement and resisted the suit of the plaintiff. The defendant has filed the memo adopting the written statement averments as objection to I.A.No.1. The defendant in his written statement he has admitted his title and possession over the suit schedule property and denied the rest of the plaint pleadings and interalia contended that, during the month of November 2024, the defendant is badly need of money for his legal necessities i.e., for educational expenses of his daughter, as such the defendant approached the plaintiff for immediate hand loan of Rs.29,00,000/-, since the



plaintiff is doing the money lending business without having any license had agreed to lend the hand loan of Rs.29,00,000/- and demanded the defendant to pay the monthly interest at the rate of 2.5% per month, during that time the defendant badly need of money for his legal necessities i.e., for educational expenses of his daughter has agreed to pay the said interest. During that time the plaintiff further demanded the defendant to execute the nominal sale agreement in respect of the suit schedule property and further he orally agreed that after clearance of the loan amount, he will cancel the said nominal sale agreement. Accordingly by believing the words of the plaintiff the defendant executed the nominal Agreement of Sale presented dated: 22-11-2024.

4. It is further contended that, later the defendant is regularly paying the interest to the said loan amount through bank transfer i.e., on 6-3-2025 and 16-7-2025 and by way of



cash and even to this day also the defendant is ready to repay the said hand loan amount to the plaintiff. Further the defendant also utilized the said hand loan amount to get admit her daughter to medical course and he paid the college fee on 28-11-2024 by way of RTGS. The suit schedule property is valued about more than Rs.70 lakhs, hence only with an intention to harass the defendant and to knock off the valuable suit schedule property the plaintiff got issued the untenable notice dated 23-10-2025 to the defendant, after receiving the said legal notice, the defendant shocked and surprised and enquired the plaintiff, during that time the plaintiff disclosed that he simply given the notice as the validity of the sale agreement was completed and he told the defendant not to issue any reply as he was not initiate any legal proceedings against the defendant and he directed the defendant to pay the interest, hence the defendant did not issue any reply to the said notice. Now by suppressing the above true material facts and to knock off the valuable suit



schedule property the plaintiff got filed the above false suit. Even to this day the defendant is ready to repay the loan amount. For all these grounds, the defendant prays to reject the above application.

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

6. 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

7. **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. On perusal of the materials placed on record, the plaintiff has filed this suit against the defendant for the relief of specific performance of contract dated: 22.11.2024 in respect of suit schedule property. In the instant I.A., the plaintiff has sought for interim relief/temporary injunction restraining the defendant from alienating or encumbering the suit schedule property in any manner till disposal of the suit. I have already narrated 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 registered agreement of sale dated: 22.11.2024 by receiving the advance amount as



stated in the plaint. The plaintiff is always ready and willing to perform her part of the contract. But, the defendant has not executed the absolute sale deed in terms of the contract.

8. In order substantiate the case of the plaintiff, at this stage, the plaintiff has produced the RTC extracts, Mutation Register Extracts, the copy of the registered Agreement of Sale dated: 22.11.2024, copy of Legal Notice, Postal Receipts and Settled Reply issued by the Postal Department.

9. On the other hand, the defendant has contended that, he has executed the nominal registered agreement of sale dated: 22.11.2024 in favour of plaintiff for the security of loan transaction.

10. In order substantiate the case of the defendant, at this stage, the defendant has produced the Bank Statement.

11. 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 pleadings 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 registered agreement of Sale dated: 22.11.2024. On perusal of the same, at this stage it appears that, the defendant has executed the sale agreement in favour of plaintiff in respect of suit schedule property. The plaintiff has produced the RTC Extract for the year 2025-26. On perusal of the same, it appears that, the khata of the suit schedule property is stands in the name of defendant. It is very relevant to note that, the defendant has not disputed his title in respect of suit schedule property in his written statement.

12. Admittedly, it is a suit for specific performance of contract against the defendant 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 property intact till disposal of the suit. Hence, it is just and necessary to pass an order of temporary injunction restraining the defendant from alienating or encumbering 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 plaintiff has made out the prima-facie case and balance of convenience is also lies in favour of the plaintiff. If this I.A., is not allowed, the plaintiff will be put to great hardship and injury. On the other hand, if this I.A., is allowed, there is no harm cause to the other side. For considering all these reasons the Point No.1 to 3 is answered in the Affirmative.

13. **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 plaintiff/applicant under Order XXXIX Rule 1 and 2 r/w. Sec.151 of CPC is hereby allowed.

Consequently, the defendant is hereby temporarily restrained from alienating or encumbering the suit schedule property to the third parties 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 **16th day of February, 2026.**)

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