



**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: 6th Day of July 2026
ORIGINAL SUIT NO.935/2025

Plaintiff :- Sri. N. Pradeep

(By Sri. T.S.R. Advocate)

--V/s--

Defendants :- Smt. Akkamma & Anr.,

(By Sri. M.H.V. Advocate)

PARTIES TO I.A.NO.1

Applicant : Sri. N. Pradeep

Vs.

Opponents : Smt. Akkamma (D1)

ORDER ON I.A.NO.2

The applicant/plaintiff has filed this interlocutory application under Order XXXIX Rule 1 and 2 of C.P.C., for the relief of temporary injunction restraining the defendant No.1



from alienating the suit schedule property 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 plaintiff has filed this suit against the Defendants for the relief of specific performance of the agreement of sale dated 06.03.2024, one executed by the Defendants in his favour in respect of the schedule property. The Defendants after executing the agreement of sale in his favour, they subsequent to the legal notice dated 06.10.2025 have become stab burb, precisely, they declined to execute the sale deed in his favour, on the ground that he did not have the sale deed executed from them within the agreed period months from the date of Agreement of Sale.

3. It is further stated that, in order to have the sale deed executed, 11E sketch and Phod sketch in respect of schedule property was utmost essential, as per the terms of



the agreement of sale they have agreed to provide the same within six months, that though they have agreed to provide said two documents within six months from the date of Agreement to this day, they have not arranged the same, in order to have the sale deed executed. Thereby, they have committed default in not making available the required documents. The Defendants with an intention to defeat his right acquired under the agreement of sale dated: 06.03.2024, now they are trying to alienate the schedule property in favour of third parties. In fact, they are taking prospective purchasers near the schedule property to give instruction for them to sell the suit schedule property, fortunately, on 11.12.2025 at 4.00 p.m. The plaintiff was at the spot, when he was at the spot, that the Defendant No.2 had come along with few prospective purchasers near the property, they upon seeing him went back, which rather goes to show that the intention of the Defendants to sell away the property in favour



of third parties. Be that as it may, the interim injunction one sought by him is ordered to be granted, then no injustice or hardship would be caused to the case of the other side. In order to maintain status quo among parties, the interim injunction one sought by him is utmost essential. Hence, this I.A.

4. In pursuance of the suit summons, the defendant No.1 has appeared through her counsel and filed the detailed written statement and resisted the suit of the plaintiff. The defendant No.1 has filed the memo adopting the written statement averments as objection to I.A.No.1 by resisting the plaint averments and interalia contended that, the defendants are the absolute owners of the suit schedule property and is in possession and enjoyment of the same.

5. It is further contended that, the defendants have entered into an agreement to sell with respect to the suit schedule property dated 06-03-2024. The defendants have



been approaching the plaintiff to get the regular registration deed by paying the balance sale consideration, but the plaintiff never showed any interest during the course of the period mentioned in the agreement.

6. It is further contended that, as the defendants were very badly in financial crisis they were always ready to execute the registered sale deed by receiving the balance consideration from the plaintiff. In fact the defendants when along with the village Panchayathdars approached the plaintiff requested to get the sale deed done, but the plaintiff was not diligent, in other words he himself expressed that the defendants may forfeit the advance amount and they are entitled to deal with the third party if, they are so in very bad financial conditions. Even the village Panchayathdars also advised and that the defendants will forfeit the advance amount if, the plaintiff would not comply the agreement to



sell for which the plaintiff accepted the same and he has no any objection to that also.

7. It is further contended that, soon after the discussion and conclusion held between the plaintiff and defendants in the presence of the village Panchayathdars, the defendants proceeded to sell the same to a third party without any alternative to meet their very much needed legal necessities and domestic expense purposes.

8. It is further contended that, all the said facts are very well within the knowledge of the plaintiff and he never objected the same. But, with an ill intention to harass the defendants and to project himself as diligent, caused the false notice dated 6-10-2025. The defendants have given the reply and clearly stated the facts in the reply notice that as the plaintiff was failed to perform his part of contract, they had every right to continue to sell the same to the third party. Accordingly the defendants have entered in to a registered



agreement to sell with respect to the suit schedule property under document No.MGD-1-02404-2025-06 dated 27/06/2025 registered in the office of the Sub-Registrar, Ramanagara (Magadi).

9. It is further contended that, though the plaintiff was not ready and willing to purchase the same, has given accordance to the defendants they are entitled to sell the same to the third party even before the village Panchayathdars when the defendants approached to the plaintiff in this regard, deliberately caused the false notice to create an imaginary cause of action after the lapse of more than a period of one year i.e, beyond the limitation period. The suit of the plaintiff liable to be dismissed on the ground of the limitation as he has approached for the relief after the expiry of the limitation period.

10. It is further contended that, as per the agreement the plaintiff did not co-operate the defendants at any point of



time within the agreed period to get the 11E sketch required for registration of sale deed, though the podi of the survey number was done on 11-06-2024 and when the plaintiff himself accepted his failure to perform his part of contract and given the consent that he has no interest in getting the the question of registered sale deed, approaching the court for the relief sought in the plaint will not survive at all. Therefore the plaintiff has no any locus standee to file the suit for the specific performance of the contract as he has already committed the breach of the contract of obligation on his part.

11. It is further contended that, the plaintiff suppressed all the true facts misleading the court and taking the undue advantage of the illiteracy and innocence of the defendants plotted the notice and the suit which is not permitted under law. Moreover the present market value of the suit schedule property is comparatively very higher than prevailed at the time of the agreement. As of now it is more



than Rs.8/- lakh per gunta. The plaintiff filing this suit eyeing on the market value to get enriched himself illegally. Hence the suit is vexatious and not maintainable and liable to be dismissed. For all these grounds, the defendant No.1 prays to reject the above application.

12. 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?

13. 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

14. **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 defendants for the relief of specific performance of contract dated: 06.03.2024 in respect of suit schedule property. In the instant I.A., the plaintiff has sought for interim relief/temporary injunction restraining the defendant No.1 from alienating 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 defendant No.1 is. According to plaintiff, the defendant has executed the unregistered



agreement of sale dated: 06.03.2024 by receiving an advance as stated in the plaint and further defendants have agreed to execute the absolute sale deed within 6 months by receiving balance sale consideration. The plaintiff is always ready and willing to perform her part of the contract. But, the defendants have not executed the absolute sale deed in terms of the contract. Now the defendant No.1 is trying to alienate the suit schedule property by suppressing the agreement in question, in order to defeat the rights of the plaintiff over the suit schedule property.

15. At this stage to substantiate the case of the plaintiff, the plaintiff has produced copy of the Agreement of Sale Deed dated: 06.03.2024, Office copy of the Legal Notice dated: 06.10.2025, copy of the Postal Receipt, copy of the Postal Acknowledgment, copy of the RTC extract.

16. On the other hand, the defendant No.1 in his written statement he has admitted that, the defendants have



executed the Agreement of Sale dated: 06.03.2024 in favour of plaintiff in respect of suit schedule property, but the defendant No.1 interalia contended that, the plaintiff was not ready and willing to purchase the suit schedule property, has given accordance to the defendants they are entitled to sell the same to the third party even before the Village Panchayathdars when the defendants approached to the plaintiff in this regard, deliberately caused the false notice to create an imaginary cause of action after the lapse of more than a period of one year i.e., beyond the limitation period. The suit of the plaintiff liable to be dismissed on the ground of the limitation as he has approached for the relief after the expiry of the limitation period.

17. At this stage the defendant No.1 has not produced any iota of documents to substantiate his defense.

18. 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 the plaintiff 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: 06.03.2024. On perusal of the same, at this stage it appears that, the defendants have 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 suit schedule property stands in the name of defendant No.1. It is very relevant to note that, the defendant No.1 has not disputed his title in respect of suit schedule property in his written statement.

19. Admittedly, it is a suit for specific performance of contract against the defendants 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 No.1 from alienating the suit schedule property to any body in any manner till disposal of this suit.

20. Looking into the pleadings and documents adduced by the plaintiff, 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.



21. **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 of CPC is hereby allowed.

Consequently, the defendant No.1 is hereby temporarily restrained from alienating the suit schedule property 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 **6th day of July, 2026.**)

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