



**IN THE COURT OF THE PRL. CIVIL JUDGE & J.M.F.C.,
AT MAGADI.**

-:Present:-

Sri.Shrinivasa.K.R B.A.L.,LL.M.,
Prl. Civil Judge & JMFC.,
Magadi.

Dated this the 13th day of March, 2026

OS.No.246/2023

PLAINTIFF : Sri.Mudalagiriappa S/o Late Muniyappa.

:Vs:

DEFENDANTS : Smt.Sunandamma W/o Late
Siddaiah and others.

I.A. No.I and II

**APPLICANT/
PLAINTIFF :**

Sri.Mudalagiriappa,
S/o Late Muniyappa.
Aged about 68 years,
Residing at
Narayanapura Village,
Thippasandra Hobli,
Magadi Taluk,
Ramanagara District.

(By Sri.A.S.S., Advocate)

**OPPONENTS/
DEFENDANTS:**

1. Smt.Sunandamma,
W/o Late Siddaiah
Aged about 60 years,



2. Sri.Srinivasu,
S/o late Siddaiah,
Aged about 35 years,

Both are residing at
Narayanapura Village,
Thippasandra Hobli,
Magadi Taluk,
Ramanagara District.

3. Smt.Siddagangamma,
W/o Ravi,
D/o Late Siddaiah,
Aged about 32 years,
R/at Bhandahalli Hatti
Village, Gubbi Taluk,
Tumkuru District.

**(D3 by Sri.S.G.U., Advocate)
(D1 and 2 placed exparte)**

**ORDER ON IA.NO.I and II FILED U/O. 39 RULE 1 AND 2
OF CPC**

The plaintiff has filed application U/O.39 Rule 1 & 2 CPC, with a prayer to restrain the defendants or their agents, servants, henchman's or anyone claiming or acting through them, from alienating and creating third party encumbrance of the suit schedule property and from interfering with peaceful possession and enjoyment of the suit schedule property.



The suit schedule property is land bearing Sy.No.45/1 measuring to an extent of 0-22^{1/2} guntas situated at Narayanapura Village, Thippasandara Hobli, Magadi Taluk, Ramanagara District bounded as follows;

East by : Land of Muniyappa and others,

West by : Land of Dasappa,

North by: Land of Sanjeevaiah,

South by: Land of defendants.

2. The application is supported with an affidavit sworn to by the plaintiff stating that, the husband of defendant No.1 and father of defendant No.2 and 3 by name Siddaiah. The said Siddaiah agreed to sell the suit schedule property in favour of plaintiff for his family legal necessities and benefits for a total consideration amount of Rs.6,750/- and accordingly on 15.04.1991 he executed agreement of sale and the said Siddaiah received advance amount of Rs.4,000/- through cash in the presence of witnesses and delivered the possession of suit schedule property and agreed to execute



registered sale deed in favour of plaintiff by receiving balance sale consideration of Rs.2,750/-. Since the date of execution of sale agreement, the plaintiff is in possession and enjoyment of suit schedule property.

Further contended that, the plaintiff requested the father of defendant No.2 and 3 to execute sale deed in his favour by receiving balance sale consideration amount of Rs.2,750/- but, the father of defendant No.2 and 3 postponed the same for on or other reasons. The said Siddaiah died leaving behind the defendants as his legal heirs and after the death of Siddaiah, plaintiff requested the defendants to execute registered sale deed in his favour but, the defendants postponed the same for one or other reasons. Hence, on 29.04.2023 the plaintiff issued legal notice to the defendants demanding them to execute sale deed in favour of plaintiff by receiving balance sale consideration amount of Rs.2,750/- and the defendants not received said notice. The plaintiffs always ready and willing to perform his part of contract but,



the defendants are not diligent in performing the terms of contract. If the suit schedule property is alienated, plaintiff will be put in to great hardship and the defendants are trying to interfere the possession of plaintiff. Hence, prays to allow the application.

3. Even though service of summons defendant No.1 and 2 not appeared before the court and defendant No.1 and 2 placed exparte. Defendant No.3 appeared through her counsel but, not filed objection on application.

4. Heard arguments by the plaintiff counsel.

5. Upon hearing arguments and materials placed on record, following points that arise for my consideration:

P O I N T S

1. Whether the plaintiff has made out a prima-facie case ?
2. Whether balance of convenience lies in favour of plaintiff ?



3. Whether irreparable injury and hardship would cause to the plaintiff, if temporary injunction is not granted ?
4. What order ?
6. My answer to the above points are as under.

Point No. 1 to 3 : In the **Affirmative**.

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

REASONS

7. **POINT No.1**:- Law relating to grant or refusal to grant temporary injunction has been culled out by the **Hon'ble Supreme Court of India in AIR 1999 SUPREME COURT 3105 (Colgate Palmolive (India) Ltd., Vs. Hindustan Lever Ltd.)** it is held as under:

“Civil P.C. (5 of 1908), O. 39,R.1:

Certain specific considerations to be noted in the matter of grant of interlocutory injunction, the basic being non-expression of opinion as to the merits of the matter by the Court, since



the issue of grant of injunction usually, is at the earliest possible stage so far as the time frame is concerned. The other considerations which ought to weigh with the court hearing the application or petition for the grant of injunctions are as below:- (i) Extent of damages being an adequate remedy; (ii) Protect the plaintiff's interest for violation of his rights though, however, having regard to the injury that may be suffered by the defendants by reason therefor; (iii) The Court while dealing with the matter ought not to ignore the factum of strength of one party's case being stronger than the others; (iv) No fixed rules or notions ought to be had in the matter of grant of injunction but on the facts and circumstances of each case-the relief being kept flexible; (v) The issue is to be looked from the point of view as to whether on refusal of the injunction the plaintiff would suffer irreparable loss and injury keeping in view the strength



of the parties case; (vi) Balance of convenience or inconvenience ought to be considered as an important requirement even if there is a serious question or prima facie case in support of the grant; (vii) Whether the grant or refusal of injunction will adversely affect the interest of general public which can or cannot be compensated otherwise.”

8. Keeping in mind the well settled legal principles regarding granting or refusal for granting Temporary Injunction enunciated in the above cited decision, let me advert to consider the case of the parties. The plaintiff has filed present suit for the relief of specific performance of contract.

9. The plaintiff counsel contended that, the husband of defendant No.1 and father of defendant No.2 and 3 by name Siddaiah agreed to sale the suit schedule property for consideration of amount of Rs.6,750/- and accordingly executed agreement of sale dated 15.04.1991 in favour of



plaintiff by receiving advance amount of Rs.4,000/- and agreed to execute registered sale deed in favour of plaintiff by receiving balance sale consideration amount. The plaintiff requested the father of defendant No.2 and 3 by name Siddaiah to execute registered sale deed in his favour but, the said Siddaiah not come forward to execute registered sale deed in favour of plaintiff and said Siddaiah died leaving behind defendants and after the death of Siddaiah, plaintiff requested the defendants to execute registered sale deed in his favour but, the defendants not come forward to execute sale deed and accordingly plaintiff issued legal notice to the defendants. The plaintiff established prima-facie and balance of convenience in his favour. Hence, prays to allow the application.

10. I have carefully gone through the records, the plaintiff filed copy of sale agreement dated 15.04.1991, RTC extract, legal notice dated 29.04.2023. On perusal of agreement of sale dated 15.04.1991 at this juncture it reveals that, the Siddaiah who is the husband of defendant No.1 and father of



defendant No.2 and 3 agreed to sell the suit schedule property in favour of plaintiff for a total consideration of Rs.6,750/- and said Siddaiah received an advance amount of Rs.4,000/- and also delivered the possession of suit schedule property on the same date. In the present case the defendants not filed objections as well as written statement on their behalf. On perusal of documentary proof placed by plaintiff in proof of his contention, no doubt the plaintiff at this juncture has established prima-facie case by placing prima-facie materials. Under the circumstances, I am of the opinion that the plaintiff has made out prima-facie case in his favour. Accordingly, I answer point No.1 in the **Affirmative.**

11. **POINT No.2 and 3:-** These points are taken up together for discussion for the sake of convenience. The person who approaches the court for equitable remedy of temporary injunction, besides making out strong prima-facie and must necessarily show that balance of convenience lies in favour and shall also satisfy that, irreparable loss and hardship



would be caused to him/her, which can not be compensated in terms of money. Therefore, it is incumbent upon the plaintiff to show that the balance of convenience lies in their favour.

12. In considering the question of balance of convenience the court has to consider to whom more hardship or inconvenience would be caused. In the present case, the documents available on record shows that, the plaintiff established prima-facie in his favour. If temporary injunction is not granted, the defendants may alienate the suit schedule property to the third person. If the suit schedule property is alienated, it may lead multiple proceedings and it will cause the further proceedings of the suit. Hence, as discussed supra plaintiff has established prima-facie and balance of convenience lies in his favour. Accordingly, I answer points 2 and 3 in the **Affirmative**.

13. **POINT No.4:** In view of my findings to points No.1 to 3, I am of the considered opinion that, plaintiff has made out prima-facie case. Besides this the plaintiff has established



that balance of convenience lies in his favour and irreparable injury would be caused to him, if an order of temporary injunction is denied. Therefore, the plaintiff is certainly entitled for the relief of temporary injunction. Accordingly, I proceed to pass the following :

ORDER

I.A. No.I and II filed by the plaintiff under Order XXXIX Rule 1 & 2 R/w Section 151 of CPC is hereby allowed.

Consequently hereby restrained the defendants, their agents and any person claiming through them from alienating and creating charge over the suit schedule property in any manner till disposal of the suit.

Consequently, the opponents/defendants, their agents or



any person claiming under them are hereby restrained by way of temporary injunction from interfering the suit schedule property, until the final disposal of the suit.

No order as to cost.

(Directly dictated to Stenographer directly in the computer, typed by her, then corrected and pronounced by me in the open Court on this the **13th day of March, 2026.**)

**Prl. Civil Judge & J.M.F.C.,
Magadi.**