



**IN THE COURT OF THE I ADDL CIVIL JUDGE & JMFC,
HOSANAGARA
AT: HOSANAGARA**

Present: Sri. MARUTI R SHINDHE

B.A.LL.B

Prl. Civil Judge & J.M.F.C.,
Hosanagara.

Dated: This the 2nd day of March 2026

O. S. No.72/2024

PLAINTIFF:

Sri.Sadananda
S/o Raghushetty,

(By Sri.DNH., Advocate for plaintiff)

//and//

DEFENDANTS:

Sri.Gururaja
S/o Umesh Kanchugara
and others

(By Sri.VSK., Advocate for defendants)

I.A.No. I/2024

APPLICANT:
plaintiff

: Sri.Sadananda
S/o Raghushetty,

Vs.



OPPONENTS : Sri.Gururaja
Defendants : S/o Umesh Kanchugara
and others

The Provision under which : Order XXXIX Rule 1 and 2
application filed of CPC

Relief sought for : Restraining the defendants from
destroying the stone fence which
is situated around the suit
property.

The date on which : 22.04.2024
application is filed

Number of application : 1

The date on which : objection filed on 19.11.2025
objections are filed by by way memo
opponents

The date on which Orders : 02.03.2026
passed on the application

Order on IA No.I under Order XXXIX
Rule 1 & 2 of CPC

On 22.04.2024 This I.A.No.I filed by the
applicant/plaintiff U/o. XXXIX Rule 1 and 2 of CPC for
restraining the defendants and their henchman, heirs,
agents, supporters, servant, or any persons on their behalf



from destroying the stone fence which is situated around the suit property till disposal of the suit.

2. In the accompanying affidavit the applicant/plaintiff submitted that the plaintiff is an absolute owner and in peaceful possession and enjoyment of the suit schedule property. The plaintiff is unauthorized possession of the suit property and constructed the house. Therefore, the plaintiff has applied to grant the suit property to the Tahasildar. The Thasildar has granted the suit property as per ಅ.ಮ.ಸ.ವಿ.ವ. 190/2001-02 with condition base prize. Accordingly, the plaintiff has paid upset prize of Rs.2,470/- on 27.09.2002 through the challan bearing no.135 to the Government. According, the Government has issued the Hakku prtra bearing no.89/2002-03 dated 27.09.2002.

3. The plaintiff further submitted that the plaintiff is having the Form no.9 and 11A of the suit schedule property and the plaintiff is paying the land revenue to the Grampachayath in respect of the suit property on 14.03.2024 the plaintiff has filed an application to the Grampanchayat seeking permission to construct the new house with paying the concern amount to the



Grampanchayat. The plaintiff desire to construct a new RCC building in the place of old house with huge amount if permission granted. The plaintiff has grown the various kinds of areca plant, coconut and cashew in the suit property. The plaintiff in order to protect the plants erected the stone fence around the suit property.

4. The plaintiff further submitted that except the plaintiff nobody has right, title and in possession over the suit property. The defendants are son and father without having any kind of right, title and interest over the suit property trying to obstruct the peaceful possession of the suit property. On 20.04.2024 the defendants and their supporters trying to remove the western fence and trying to obstruct the peaceful possession and enjoyment of the suit schedule property. Again on 21.04.2024 the defendants trying to remove eastern side of the suit property and trying to illegally trespassing in the suit schedule property same is retained by the plaintiff. Therefore, the plaintiff has filed the complaint before the Hosangara police station against the defendants. But, the police officers washed their hand, stating that it is in civil nature. The plaintiff has made out prima facie case and balance of convenience. If the



application is not allowed the plaintiff will be put to untold hardship and legal injury and whereas if this application is allowed no prejudice will be caused to the defendants. Hence, the present application.

5. Perused the order sheet dated 19.11.2024. It indicates that the defendants has filed memo treating their written statement as an objection to the IA.No.I.

6. The defendants have filed their written statement by denying the averment made in the plaint and containing inter-alia that there is no cause of action arose to institution of the suit. The plaintiff is not in possession and enjoyment of the suit schedule property. The description of the suit schedule property furnish in the plaint is not correct. The plaintiff has not properly valued the suit property. The plaintiff is not approached with clean hands.

7. The defendants further contended that the plaintiff has created the Hakku patra and got the form 9 and 11A sketch of the suit property from the M.Guddekoppa Grampanchayath. The defendants further contended that on 19.04.2024 the third defendant has filed an application before the Thasildar for furnishing documents pertaining to



the suit property (Hakku patra) and other documents. But, the Tahasildar has issued the endorsement on 17.05.2024 stating that said records/ documents not available at their office. Hence, among all these ground prays to dismiss the application.

8. Heard the learned counsel appearing for the plaintiff and learned counsel appearing for the defendants on IA No I. In view of the materials placed before me and rival contention arise by the parties, the following points arisen for my consideration;

POINTS

1. Whether the plaintiff has made out a prima facie case for grant of temporary injunction?
2. Whether the balance of convenience lies in favour of plaintiff?
3. Whether the plaintiff will be put into irreparable loss and injury in the event of refusal of temporary injunction sought?
4. What order?



9. My answers 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 final order
for the following

REASONS

10. **Point No.1 to 3:** These points are taken together for the common discussion and to avoid the repetition of the facts. The learned counsel appearing for the plaintiff argued that, the Thasildar has granted the suit schedule property to the plaintiff on 27.09.2002 in respect of the suit schedule property. The plaintiff is in peaceful possession and enjoyment of the suit schedule property from the date of grant. The plaintiff has received the 9 and 11 A Form from the local Grampanchayat. The plaintiff's name entered in the kata of the suit schedule property. The plaintiff is paying the land revenue to the Government . The defendants without having right, title and interest over the suit schedule property trying obstruct peaceful possession and enjoyment of the suit schedule property. The plaintiff has made out prima facie case to go for trial the balance of



convenience lies in the favour of the plaintiff . Among all these grounds prays to allow the application.

11. Per contrary the learned counsel appearing for the defendants argued that the plaintiff is not approached with clean hands. The Thasildar, Hosagnara has not granted Hakku prtra to the plaintiff in respect of the suit schedule property. The third defendant has filed an application to the Hosanagara Tahasildar seeking furnish the documents pertaining to the suit schedule property. But, the Tahasildar has issued the endorsement stating that the documents not available in the office. So, it create doubts regarding genius of the Hakku patra. In the Hosanagar Taluk there a skam of creating forged Hakku patra. Therefore, the plaintiff is not entitled the equitable relief of temporary injunction. Among all these grounds prays to dismiss the application.

12. This court gone through the record of the case. The plaintiff has filed the relief of permanent injunction against the defendants in respect of the suit schedule property.



13. This court gone through the documents placed by the plaintiff. Perused the xerox copy of the Hakku patra dated 27.09.2002 which reflects that the Hosanagar Tahsildar has granted the Hakku patra to the plaintiff in respect of the suit schedule property. Perused the demand extract of the suit property in the year 2023-24 issued by the Grmapanchayth M.Guddekoppa which reflects that the suit schedule property standing in the name of the plaintiff. Perused the land revenue receipt dated 01.07.2023. It indicates that the plaintiff has paid to the Government. Perused the construction permission certificate. It reveals that M.Guddekoppa Grampanchayat has granted the permission to the construction the house in the suit schedule property with the terms and condition. Perused the E-kata of the suit schedule property. It reveals that the suit schedule property is standing in the name of the plaintiff.

14. This court gone through the document placed by the defendants. Perused the endorsement dated 17.05.2024 issued by the Tahsildar. It indicates that the documents pertaining to the suit schedule property is not available in the office. Perused the application dated 21.05.2024 which



reflects that the third defendant has filed an application to the M.Guddekoppa Grampanchayat for cancel the construction permission issued to the plaintiff for construction of the house in survey no.168 of Kalase village.

15. Perused the application dated 20.07.2024 which reflects that the third defendant has filed an application to the M.Guddekoppa Grampanchayat seeking the document to furnish pertaining to the suit schedule property of the plaintiff. Perused the endorsement dated 29.07.2024 issued by the Grampanchayath, M.Guddekoppa to the third defendant. It further indicates that the third defendant has asked the information under Right to Information Act to the Grampanchayath, M.Guddekoppa for furnishing the grant certificate issued to the plaintiff in respect of the suit schedule property and regulation copy dated 28.02.2024 and meeting in respect of E-kata. But, the Grampanchayath, M.Guddekoppa has rejected the same.

16. The learned counsel appearing for the defendants argued that the grant certificate in respect of the suit schedule property is created by the plaintiff and grant certificate is not issued to the plaintiff.



17. This court gone through the xerox copy of the grant certificate issued to the plaintiff on 27.09.2002 it bears the seal and signature of the Thasildar Hosanganga. Accordingly, the document produced by the defendants the endorsement dated 17.05.2024 issued by the Tahsildar indicates that no records fund in their office in respect of unauthorized cultivation in the survey no.168 of Kolluru.

18. It is well settled law that while adjudication of order of temporary injunction mini trail cannot be hold. In this case, whether the grant certificate issued by the Tasildar in favour of the plaintiff in respect of the suit schedule property is genuine or not is required full pledged trail. Hence, the argument of the learned counsel appearing for the defendants does not hold any water at this stage.

19. The documents produced by the plaintiff establish that the plaintiff has made out case to go for trail. If the temporary injunction not granted by this court to the plaintiff the irreparable loss would be cause to the plaintiff rather than the defendants and the balance of convenience lies in the favour of the plaintiff. The plaintiff has full filled the ingredients of the order of temporary injunction and



other conditions. Hence, the plaintiff is entitled equitable relief from this Court. Hence, in the light of above discussion this court answered in the points No.1 to 3 are answered in the Affirmative.

20. **Point No.4:** For above said reasons of point No.1 to 3, following:

ORDER

The IA-I filed U/o XXXIX Rule 1 and 2 of CPC is here by allowed with cost.

The defendants are here by restraining temporary from destroying the stone fence which is situated around the suit property till disposal of the suit.

(Dictated to the Stenographer directly on computer, typed by her, revised by me and then pronounced in the open court, on this 2nd day of March 2026)

C/c Addl. Civil Judge & JMFC,
Hosanagara.

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