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**IN THE COURT OF PRL. CIVIL JUDGE & JMFC., AT
BHADRAVATHI.**

Present: **Sri. RAVI KUMARA. V.** BA.L.,L.L.B.,
Prl. Civil Judge & JMFC.,
Bhadravathi.

DATED THIS THE 2nd DAY OF MARCH-2026.

O.S.No.368/2025

Plaintiff : Sri.S.Veeresh

V/s

Defendants : Sri.Nagesh S.V. & another

I.A.No.I

Applicant : Sri.S.Veeresh S/o late Vishwanath
S.V., 52 years, R/o Siddapura Village,
Kasaba Hobli, Chitradurga.

(Rept. by Sri.S.Ravikumar, Adv.)

V/s

Opponents : 1. Sri. Nagesh S.V. S/o late
Vishwanath S.V. 50 years,

2. Sri. Suresh S.V. S/o late Vishwanath
S.V. 48 years,

Both are R/o Siddapura Village,
Kasaba Hobli, Chitradurga.

(D1 Rept. by Sri.T.G.Sreekantaiah, Adv.)
(D2-Exparte)

Provision Under which the application Is filed	Order 39 Rule 1 and 2 R/w Sec. 151 of CPC
Relief sought for	Temporary injunction
Date of application	17.07.2025
Number of application	I.A.No.I
Date of objection	10.11.2025
Order date	02.03.2026

ORDER ON I.A.NO.I

The plaintiff filed this IA under Order 39 Rule 1 and 2 R/w Sec. 151 of CPC., praying to restrain the defendants from mutating his name in the revenue records of the suit property by virtue of the registered relinquishment deed.

2. In the affidavit accompanying to the IA, the plaintiff has stated that, himself and the defendants are the own brothers and children of late Vishwanath S.V. That after their marriage, both

parties to this suit are residing separately. But, they holds all the family properties jointly. There is no partition took place between them till date. That, the suit property originally inherited by the plaintiff and the defendants through their mother S.V.Shanthamma, who died on 14.11.2011. The revenue records of the same stands in their joint names.

2.1. The plaintiff alleged that, when he demanded for his share in the suit property, the defendant No.1 had called upon him to Sub-Registrar Office, Bhadravathi on 27.03.2025, not let him to read the contents of the document and get registered a relinquishment deed hurriedly. The said relinquishment deed was originally prepared on 10.01.2025 and the defendant No.1 intentionally not disclosed the contents of the said document to the plaintiff and hurriedly get its registered by taking signature of him in the office of Sub-Registrar. Thus, the plaintiff claims that, the said registered instrument is a fraudulent document created by the defendant. That, on the basis of the said document, the defendant applied for change of khatha before the revenue authorities, for which the plaintiff has also filed his objection and now the said dispute pending. Thus, the

plaintiff prays to restrain the defendants from not to mutate his name in the revenue records of the suit property by virtue of the disputed relinquishment deed, till pending disposal of the suit. Accordingly, he prays to allow this IA.

3. In response to the summons, the defendant No.1 appeared through his counsel and filed his written statement along with memo by praying to treat the written statement contentions as his objections to the present IA. Where as the defendant No.2 heard exparte.

4. In his written statement, the defendant No.1 admitted the relationship between the parties. He also admitted the origin of the suit property. But, he denied the rest of the plaint allegations and contending that, the plaintiff filed this false suit by suppressing true facts. He further contending that, the frame of the suit itself is bad and hence, the suit is not maintainable. That, the plaintiff is an educated person and he is very well aware about the contents and the due existence of registered relinquishment deed and he executed the said document on his own volition before the office of the Sub-Registrar, Bhadravathi. That, the Sub-Registrar,

Bhadravathi has also read over the contents of the document to both parties of it and hence, there is no fraud played upon by the defendant. That, the plaintiff has submitted his objection before the revenue authorities and objecting for change of mutation entries by virtue of the relinquishment deed on the ground of no partition of other family properties and he never objected the legality and correctness of registered relinquishment deed.

4.2. That, the revenue authorities are duty bound to make the mutation orders based on the registered instrument and such power of them given under law cannot be taken away by the orders of the Court. Since the plaintiff has executed the relinquishment deed voluntarily and with free consent, he has no right to plead contrary to the same. But, with a dishonest intention to cause hardship to the defendant No.1 and to blackmail him, the plaintiff filed this false suit in collusion with the revenue authorities. The defendants also alleged the court fee paid by the plaintiff and further contending that, the suit is bad for non-joinder of concerned officials of registering authorities. He further contending that, there is no prima facie case or balance of convenience lies in favour of the plaintiff

and no hardship will cause to him in the event of temporary injunction is not granted. On the other hand, he contending that, the defendants will put to great hardship. Accordingly, they pray to dismiss the suit as well as the IA.

5. In view of the rival contentions of both the parties, the following points are arise for my consideration;

- 1. Whether plaintiff establishes that, there exists a prima facie case in his favour ?**
- 2. Whether plaintiff establishes that, the balance of convenience also exists in his favour?**
- 3. Whether the plaintiff will be put to irreparable loss and injury if temporary injunction order is not granted ?**
- 4. What order?**

6. I have heard the learned counsel for the plaintiff. The learned counsel for the defendant No.1 has filed his written arguments. Carefully perused the same.

7. Carefully perused the entire materials available before this court.

8. My answers to the above points are as follows:

Point No.1 : **In the Negative**

Point No.2 : **In the Negative**

Point No.3 : **In the Negative**

Point No.4 : **As per final order,**
for the following;

REASONS

9. **Point No.1 to 3** : These points are inter connected to each other and are based on common set of facts. Hence, they are taken together for my common consideration in order to avoid the repetition of facts and for the purpose of brevity.

10. Three ingredients that are to be considered while granting or rejecting the application for temporary injunction order are that:

(1) Prima facie case

(2) Balance of convenience

(3) The party who will be put to irreparable loss and injury in the event of non granting of temporary injunction.

11. The Prima facie case means, a case of plaintiff is such that it needs adjudication on merits and that there is a triable issue. Plaintiff's case should not be such that it is liable to be rejected

summarily. However, prima facie case does not mean cent percent case. Suffice to satisfy the case about the existence of the triable issue.

12. The balance of convenience means a comparative hardship or inconvenience i.e. likely to be caused from withholding the order of temporary injunction or by granting it. In other words, if it is the plaintiff who will be put to greater inconvenience if temporary injunction is not granted, then the balance of convenience lies in her favour. If the greater inconvenience is caused to the defendant on granting such injunction, then the balance of convenience lies in favour of the defendant.

13. Admittedly, the parties to this suit are own brothers. The plaintiff filed this suit seeking the relief of partition of his 1/3rd share in the suit property, its separate possession, for permanent injunction to restrain the defendants No.1 and 2 from alienating the suit property to third party, for mesne profits and cancellation of registered relinquishment deed dated 27.03.2025. As already said, the plaintiff claiming that, the above said registered relinquishment deed has come into existence by playing fraud upon him by the defendant No.1. By citing such fraud, the plaintiff, under the present

IA, seeks to restrain the defendant No.1 from mutating his name in the revenue records by virtue of registered relinquishment deed.

14. The plaintiff has also produced copy of the registered instrument. The contents of the same would indicate that, the said document was prepared on 10.01.2025 and it was registered before the Sub-Registrar, Bhadravathi on 10.01.2025. The contents of the said document would further goes to show that, the plaintiff and defendant No.1 are the parties to the said document and they have executed the said document upon their own volition. It is further depicted that, the plaintiff with his free consent has agreed to relinquish his right over the suit property in favour of defendant No.1. It is further depicted that, as per the request of the defendant No.1 and the advise of the elders of the family, the plaintiff has agreed to relinquish his right over the suit property in favour of the defendant No.1. It is further seen that, the revenue records of the suit property currently stands in the joint names of both defendant No.1 and the plaintiff. A careful perusal of the contents of the registered instrument dated 27.03.2025, it appears that, the plaintiff has voluntarily executed the said document in favour of defendant No.1. Since the said document is admittedly registered instrument, the

Court shall presume that, the said document is duly executed under the mandates of law.

15. The plaintiff claims that, the above said registered instrument came to be executed by him hurriedly and the defendant has not disclosed the contents of the said document and, hence, he claims that, the same is a fraudulent document. However, at this stage of the suit, there is absolutely nothing available on record to believe the said allegations. Since there is a legal presumption that, a registered document is valid and executed by following due process of law, mere statement of the plaintiff cannot be accepted without any strong evidence. Admittedly, the plaintiff is a literate adult. When two literate adults are the parties to the disputed instrument, mere statement of the plaintiff alleging fraud itself is not a ground to suspect the legality of the said document. Hence, this Court can not hold a mini trial to ascertain the trueness of the said allegation. Under the said circumstances, there is absolutely no prima facie case made out by the plaintiff for grant of temporary injunction as sought for.

16. It is the duty of the plaintiff to show that, non-granting of temporary injunction order will be put him to great hardship and the balance of convenience lies in his favour. Admittedly, the plaintiff intending to restrain the defendants from mutating his name in the revenue records of the suit property by virtue of registered relinquishment deed. It is not under dispute that, there is already a dispute before the Tahasildar, Bhadravathi for change of mutation entries by virtue of said document. The plaintiff has got his right put forth before the revenue authorities to deny the mutation in favour of the defendant No.1. If at all, the concerned authority mutates the name of the defendant No.1, the said fact would itself not take away the right and title of the plaintiff over the suit property. It is true that, there is a risk of defendant creating third party right or sell the suit property if the revenue records mutated into his name. However, the said fact alone will not a ground to grant the relief of temporary injunction as sought by the plaintiff as the concerned revenue authorities are duty bound under the law to change the revenue records as per the registered instrument. Hence, it cannot be said that, the balance of convenience and irreparable loss is entirely favours the plaintiff.

17. The material available at this stage of the suit will not prima facie supports the allegations of the plaintiff regarding the fraud of the defendant No.1 in execution of relinquishment deed. In the absence of such prima facie case in favour of the plaintiff, no balance of convenience said to be laying in favour of the plaintiff. Hence, the relief of temporary injunction as sought by him cannot be granted in his favour. Hence, **Point No.1 to 3** are answered in the **Negative**.

18. **Point No.4**: As already discussed by this Court, the plaintiff has not made out a prima facie case regarding the alleged fraud of defendant No.1 and creation of registered relinquishment deed by him in respect of the suit property. However, there is no dispute between the parties that, the suit property is inherited by them through their mother. Hence, it can be gathered that, both parties to the suit are having equal right over the suit property. Since the suit of the plaintiff is for the relief of partition and separate possession, it is the duty of the Court to see that, the suit property will be protected until disposal of the suit. As already pointed out by this Court, if the defendant succeeds in mutating his name in the

revenue records of the suit property by virtue of the registered relinquishment deed, there are all possibilities of him alienating the suit property or creating third party rights over it based on the revenue entries. In such event, there are all possibilities of subject matter of the suit being disposed of. Primary object of Order 39 Rule 1 and 2 of CPC is to preserve the suit property until the rights of the parties are adjudicated. Therefore, it is the duty of the Court to preserve the suit property until disposal of the suit by exercising its inherent power. Therefore, though the plaintiff is not entitle to the relief of temporary injunction order as sought in the present IA, there should be an order of status quo to preserve the suit property until disposal of the suit and to prevent the suit from becoming infructuous.

19. Accordingly, I proceed to pass the following;

ORDER

I.A. No.I filed by the plaintiff under
Order 39 Rule 1 and 2 R/w Sec. 151 of CPC
is hereby dismissed.

However, the parties are directed to maintain status quo in respect of the suit property as on this day.

Consequently, defendant No.1 is restrained from creating any third party right or alienating the suit property in any manner until final disposal of the suit.

It is made it clear that, if any mutation entry made in the revenue records in favour of the defendant No.1 by virtue of the registered relinquishment deed, shall be subject to final outcome of this suit.

No order as to cost.

(Dictated to the Stenographer, translated, computerized by her, corrected and then pronounced by me in open court this 2nd day of March-2026)

(Ravi Kumara V.)
Prl. Civil Judge & JMFC.,
Bhadravathi.