



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

Dated this the 12th day of March 2026

:: PRESENT::

**KIRAN S.P., B.B.M., LL.B.,
Prl. Civil Judge & JMFC., Gubbi.**

O.S. No.217/2025

Plaintiff :- Sri. Nagarathna H.S.

-V/s-

Defendants :- Smt. Kavitha G.

CAUSE TITLE ON IA No.I

Applicant :- Sri. Nagarathna H.S.

(By Sri. C.R.B., advocate)

-V/s-

Respondents :- Smt. Kavitha G.

(By Sri. S.R., advocate)

**ORDER ON IA No.1 FILED BY THE PLAINTIFF UNDER ORDER
39 RULE 1 AND 2 of CPC:**

The plaintiff has filed IA No.1 U/O 39 Rule 1 and 2 of CPC, seeking temporary injunction, restraining the defendant from cancelling the registered General Power of Attorney dated:12.01.2024 executed by the defendant



infavour of the plaintiff with respect to the suit schedule property till disposal of suit.

02. In the accompanying affidavit, it is stated that the plaintiff has filed the above suit for perpetual and mandatory injunction against the defendant. In order to open a Retail Outlet of Petroleum Products in her land , the plaintiff has approached the Nayara Energy Ltd. Bangalore to give NOC for same. As the said company had asked the plaintiff to obtain some more land attached to the land belong to the plaintiff, the plaintiff has approached the defendant to lease her land which is situated towards the east of the plaintiff's land. After negotiations the defendant had agreed to lease her land to plaintiff. As the said land of the defendant was an agricultural land the defendant had asked the plaintiff to get convert the said land for Commercial purpose by obtaining permission from the authorities. In that regard the defendant has executed a registered General Power of Attorney with respect to the suit schedule property in her favour to take all steps for obtaining Revenue and Survey documents and permission for the conversion of the suit schedule property from the authorities. On the basis of the said registered General Power of Attorney, the plaintiff has taken steps and at last the plaintiff has obtained permission from the Deputy Commissioner



Tumkauru for conversion of the suit schedule property for Commercial purpose. There afterwards the plaintiff wanted to approach the M.H. Patna Grama Panchayath to get the E-Katha for the suit schedule property. After executing the above said General Power of Attorney in her favour, negotiations took place between the plaintiff and the defendant with respect to fixation of monthly rent and advance amount to be paid by the plaintiff to lease the suit schedule property in favour of plaintiff. As per the oral agreement the plaintiff and the defendant before the witnesses the defendant had agreed to let out the schedule property on a monthly rent of Rs.10,000/- and advance amount of Rs. 1,50,0000 and for the period of twenty five years. Then the plaintiff paid the advance amount to the defendant through a Bank Cheque and the same was honored in favour of the defendant. Plaintiff has also spent Rs. 10,00,000/- for leveling the suit schedule property to make it fit for constructing of Petrol Bunk on the same. When the plaintiff preparing herself to approach the M.H.Patna Grama Panchayath to get the E-khata for the suit schedule property for her utter surprise she has received a legal notice sent by the defendant through her counsel and notifying that she is going to cancel the registered sale agreement executed in favour of the plaintiff and also directed the plaintiff not to take further



steps based on the power given by her under the above said General Power of Attorney. The said act of the defendant has caused great trouble to the plaintiff and also caused unnecessary tension to the plaintiff in starting the Retail out let. In spite of the requests and demands of plaintiff, the defendant had not agreed to execute the lease agreement in favour of plaintiff to obtain the permission from the Petroleum Company to start the Retail out let. It is just and necessary to allow the present application to restrain the defendant from unilaterally canceling the General Power of Attorney issued in favour of plaintiff to avoid the multiplicity of proceedings. No prejudice or hardship would be caused to the other side if the accompanying application is allowed or otherwise the plaintiff would be put to great loss and trouble which could not be compensated in any manner. On these grounds she prays to allow the application.

03. This application is resisted by the defendant by filing memo to adopt her written statement as objections to IA No. 1. It is the contention of the defendant that the defendant and her children by name Dakshayani and Tharun. S.L., are the co-owners of the suit schedule property and it is ancestral and joint family property of themselves, the said property is the ancestral property



of the husband of the defendant, the defendant has no exclusive right over the suit schedule property. The plaintiff alone executed the Regd. General Power of attorney in favour of the plaintiff on 12.01.2024 without consent and knowledge of her children. As per the said GPA, the plaintiff has not at all acted as lawful attorney holder and she has acting against the terms of the said GPA. On the other hand, the defendant and her children are having capacity to get conversion of land into non-agricultural purpose. When the defendant herself has no exclusive right to execute any GPA and other documents with respect to suit schedule property, behind the back of the knowledge and without concern of the co-owners i.e., her children is not valid document and it is void document and the same will not given any power to the plaintiff to proceed on the basis of GPA. Further, there is no oral agreement between the plaintiff and defendant at any point of time and there is no monetary transaction between them. The suit schedule property belongs to defendant and her children the same is in joint possession and enjoyment over them and are having joint share right over the suit property. Even though there was some discussion between the plaintiff and defendant and executing the regd. GPA in favour of the plaintiff is not genuine document and it is void document and the same is not acted upon. Hence,



in this behalf, the defendant has issued legal notice to the plaintiff by expressing the real fact and the capacity of the defendant and her children and going to cancel the GPA. The said GPA is not irrevocable GPA and the executor has got every right to cancel the said GPA, when there is violation of terms and the document itself is void document. The defendant and her children have already taken steps before the competent authorities for conversion of the land into non-agricultural purpose and they have got own capacity to proceed with the work as the plaintiff never acted as lawful attorney holder and hence, after issuance of the legal notice, the plaintiff has come up with the above suit with false averments with an intention to get wrongful gain. Further, the GPA is not the proper document to transact with respect to rent, advance and other monitory transactions, the plaintiff has suppressed the real and material facts before this Hon'ble court and the plaintiff has not come to the court with clean hand. The plaintiff has no locus-standi to approach this Hon'ble court for the prayers sought for in the plaint on the void document with respect to suit schedule property and hence the suit is liable to be dismissed in limine. The plaintiff has not made the children of the defendant as necessary parties, as they are the joint and co-owners of the suit schedule property and hence the suit is not maintainable



for the relief of perpetual and mandatory injunction. On these grounds she prays to reject the application.

04. Heard both sides.

05. Points that would arise for final determination of this application are as follows;

Point No.1: Whether the Plaintiff has made out prima-facie case for grant of temporary Injunction as sought in IA No.1?

Point No.2: Whether the balance of convenience lies in favour of the Plaintiff?

Point No.3: Whether the Plaintiff will be put to irreparable loss and hardship, if IA No. 1 is not allowed?

Point No.4 : What Order?

06. The findings on the above points are as follows;

Point No.1: In the Affirmative

Point No.2: In the Affirmative

Point No.3: In the Affirmative



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

REASONS

07. **Point no 1:** The plaintiff has filed the present suit against the defendant for the relief of permanent injunction restraining the defendant from cancelling the registered General Power of Attorney dated 12.01.2024 issued by her infavour of the plaintiff unilaterally and for mandatory injunction directing the defendant to execute the registered lease agreement with respect to the suit schedule property in favour of the plaintiff as per the registered General Power of Attorney dated 12.01.2024 and oral lease agreement entered into between the plaintiff and defendant.

08. It is not in dispute that the defendant has executed registered General Power of Attorney dated 12.01.2024 infavour of the plaintiff. Material available on record reveals that the plaintiff has obtained NOC from the various department in order to start the petroleum business by virtue of the said GPA. Now the defendant contended that it is not an irrevocable GPA and it is cancelled at any point of time. It is required to be adjudicated that whether said GPA is irrevocable or revocable by full pledged trial and it is required to be



adjudicated that the plaintiff is entitled for the relief sought.

09. The main object of the provision of order 39 rules 1 and 2 is to preserve the property as it is till the rights of all the parties to the suit are adjudicated in the final trial. While considering an application for grant of temporary injunction, the right and need of respective parties should be considered and the suit schedule property should also be protected and preserved so that if ultimately, the plaintiff who is the initiator of the suit; succeeds in the suit, he would not be put to irreparable and uncompensated loss. At this stage what the court is required to consider is whether the plaintiff has made out prima facie case to proceed with suit or not. The object is to keep the property in status quo that it would be available to the plaintiff if he ultimately succeeds in the suit. It is necessary to adjudicate after full pledged trial that whether the plaintiff is entitled for relief as claimed for or not? At this stage, what is required to consider whether the plaintiff has made out prima facie case to proceed with the case. By considering the facts and circumstances of the case, the plaintiff has made out prima facie case. Accordingly point No. 1 is answered in the **Affirmative**.



10. **Point No.2 & 3:** These two points are interlinked each other. Hence they are taken together for common discussion in order to avoid repetition of facts and circumstances. The plaintiff has established prima facie case to proceed with the case. It is the apprehension of the plaintiff that the defendant is making attempts to cancel the GPA. It is necessary to consider whether the plaintiff has got the relief as sought for. In such circumstances, if the GPA is cancelled, much inconvenience will be caused to the plaintiff in this case and it may leads to multiplicity of proceedings. By considering the facts and circumstances of the case, the plaintiff has established that balance of convenience lies in his favour and he will be put to much hardship and loss, if the temporary injunction is not granted. Accordingly point No.2 and 3 are answered in the **Affirmative**.

11. **Point No.4:** For the foregoing reasons, this court proceeds to pass the following;

ORDER

IA No.1 filed by the plaintiff
U/O 39 Rule 1 and 2 of CPC is
hereby by allowed.



The defendant is hereby restrained from cancelling the registered General Power of Attorney dated 12.01.2024 executed by her infavour of the plaintiff with respect to the suit schedule property in any manner till disposal of suit.

No order as to costs.

(Dictated to the stenographer, transcribed by her, corrected and then pronounced in the open Court on this the 12th day of March 2026)

**Sd/-
(KIRAN S.P.)
Prl. Civil Judge & JMFC,
Gubbi.**