

KATK510016072025



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

PRESENT: SMT. SUJATHA A.B.
B.A.L, LL.B.
PRI. Civil Judge & JMFC,
KUNIGAL

DATED: THIS 13th DAY OF AUGUST 2s025

ORIGINAL SUIT No.445/2025

BETWEEN:

Plaintiff-

Sri. Siddaiah

(By Sri.GN., Advocate)

AND:

Defendants-

Sri.Garuda Rangaiah and others

(By Sri.YRH., Advocate)



I.	Provision under which the application is filed	Under Order 94(c) and (e) r/w 151 of CPC
II.	Relief sought for	To grant an ad-interim order of temporary injunction order against plaintiff
III.	The date on which the application is filed	07.07.2025
IV.	Number of the application	II
V.	The date on which the objections are filed by	19-07-2025
VI.	The date on which the order were passed on the said application	13.08.2025

RANKS OF THE PARTIES IN IA No.II

Applicant-

Garuda Rangaiah(defendant No.1)

Vs.

Opponent-

Siddaiah (plaintiff)

**ORDERS ON I.A.No.II**

IA.No.II is filed by the applicant/defendant No.1 under sec. 94 (c) and (e) r/w 151 of CPC, to an ad-interim order of temporary injunction restraining the plaintiff from putting up any construction of whatsoever nature on the alleged suit schedule property till the disposal of the suit.

2. In the affidavit filed in support of the I.A. the defendant contended that the plaintiff filed suit for the relief of permanent injunction and the plaintiff put up illegal foundation by encroaching his property and also the Government road on guise of ex parte injunction knowing about the said fact he trying to resist the plaintiff from putting up



any construction over the suit schedule property. But they causing life threat to the defendant with dire consequences stating that they are having an order of injunction and go ahead with digging foundation. Again defendant contented that there is clear dispute between the plaintiff and defendants and same is triable issue and enquiry requires to decide whether the plaint schedule is existence or not.

3. Defendant further contended that if the plaintiff and his agents succeeded in the attempt to put up construction on the alleged suit schedule property, the area is proposed for marking for foundation made by the plaintiff cover his property



and also Government road and clear overlapping same. If the plaintiff succeeded in completing his proposed construction it will leads to multiplicity of proceedings and the said circumstances also cause greater irreparable loss and damage injustice to him. So till disposal of the suit the suit schedule property requires to be maintained intact and it is also only after adjudication of the rights of the parties particularly the claim of the plaintiff in present suit with respect to claim of description of the property given overlap his property and said issue is to be decided and until then interim order by way of directing the plaintiff to not to put up



any construction till disposal of the same. Among these grounds he prayed to allow the application.

4. On the other hand the plaintiff filed his objections and claimed that he is the absolute owner of the suit schedule property and his name came to be mutated in the concerned Grama panchayath and E-katha has also issued in his name. Plaintiff stated that suit schedule property is originally oldest red terrace house, he has constructed the said house in the year 1994 by obtaining valid license by the concern Bilidevalaya Gramapanchayath, now the said house is damaged from the heavy rain and the plaintiff demolished



the said old house and intended to construct the new house.

5. The plaintiff alleged that the defendants are the utter stranger and they have no right, title, interest over the said property but they are causing the interference with his possession and now he has stocked the materials to construct the residential house by performing the pooja and digging foundation in the suit schedule property. At that time defendants came near the suit schedule property and made quarrel with him. Further plaintiff contended that suit schedule property originally belongs to the Government and comes under old Sy.No.9 and new Sy.No.30 having the



total extent measuring 7 acres 9 guntas situated at Boralinganapalya Village, the District collector was ordered to grant said land to the houseless people in D.Dis.A.L.R.27/40-41 an order dated 21.03.1941. According to him, 2 acres allotted to the muslim community as per order D.Dis.C3.4439/52-53 dated 12.12.1954 and remaining 2 acres 37.08 guntas land was allotted for scheduled people. Thereafter, houseless schedule caste people were constructed the residential houses in the above 2 acre 37.08 guntas land without any grant certificates or any basic records.



6. It is contended by the plaintiff that later the Bilidevalaya Grama panchayath authorities are verified the possession and mutated the khatha as per possession is concerned. The plaintiff and defendants are comes under SC community, the plaintiff and defendants family members are also constructed residential house in the above said land granted by the government to the schedule caste community people without any grant certificate. The plaintiff is constructed a residential house to the extent of east-west:20 feet, north-south:13 feet in the portion of the suit schedule property before 1996. Thereafter the plaintiff moves the application before Bilidevalaya Grama



panchayathi and requested to give some extent of property adjacent to his house. In this regard the Bilidevalaya Grama panchayath authorities pass the resolution before all the panchayath members on 17.10.1996 and as per the resolution panchayath authorities are give consent to give some further extent to the plaintiff, adjacent to the plaintiff house.

7. The plaintiff contended that after resolution dated 17.10.1996 dispute arose between plaintiff and one Kadaranarasimhaiah in respect of suit schedule property. The said dispute ended with compromise before Bilidevalaya Grama panchayath president and members. As per the compromise



held between plaintiff and Kadaranasimhaiah, they are jointly executed a one consent agreement dated 31.03.1997 to the panchayath officers. As per the consent agreement the Grama Panchayath authorities mutated the katha in the name of plaintiff to the extent of east-west:23 feet, north-south:19 feet and give valid license to construction of the residential house in the suit schedule property and give confirmation letter to connect electric facilities to the plaintiff house on 28.02.1999. Then the plaintiff is in peaceful possession and enjoyment over the suit schedule property as absolute owner till today. The concern Grama panchayath officers mutated E-katha in the



name of plaintiff in respect of suit schedule property as contemplated under the panchayath raj act. The plaintiff is paying the tax to the concern grama panchayath authorities regularly.

8. Plaintiff stated that he has perfected his title and possession and he cannot be disturbed by defendants or anybody otherwise and he is in peaceful possession and enjoyment of the suit schedule property without any obstruction till today since from 30-35 years. The defendants are not having any sort of right over the suit schedule property of the plaintiff. He further contended that he has filed IA No.1 for the temporary injunction and after considering the documents produced by



him, court issued an exparte TI order against the defendants. Thereafter the plaintiff started the construction work in the suit schedule property but defendants came near the suit schedule property with the police force trying to obstruct the said work but at the same time the defendants are come up with the false application to stop the construction work and to harass the plaintiff. The plaintiff stated that he is residing in the rented house and he is stocking materials for construction, if the TI is grated in favour of defendant, he will be put to irreparable loss and injury and prayed to reject the application.



9. Heard arguments from both sides. Perused the materials available on record.

10. The points that would arise for my consideration are:-

(1) Whether the defendant has made out a prima facie case to grant temporary injunction as sought?

(2) Is the balance of convenience lies in favour of defendant?

(3) Whether the defendant will be put to irreparable loss and injury in the event of refusal of temporary injunction sought?

(4) What order?

11. My 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 orders
For the following:

REASONS

12. Point No.1:- Admittedly the plaintiff has filed this suit for the relief of permanent injunction and in the said suit the plaintiff has maintained I.A to grant temporary injunction and said application was considered by this court and granted exparte temporary injunction in favour of plaintiff. After service of summons the defendants have appeared through their counsel and they filed present application to restrain the plaintiff from putting up any construction in alleged suit schedule property. According to defendants the construction



undertaken by the plaintiff is overlapping and plaintiff has encroached the property belongs to defendant as well as the government.

13. So to demonstrate his version, the defendant has produced notice issued by the Gramapanchayath Bilidevalaya village to the plaintiff on 04.07.2025 and in the same it was intimated that in VPC No.4/2025, the executing officer intimated that till disposal of O.S.No.445&446/2025 the plaintiff was instructed to not to proceed with his construction. Again defendants have also produced another letter issued by the Gramapanchayath to the Kunigal police requesting the police to instruct the present



plaintiff from not to put up any construction on 02.07.2025. Again defendants have also produced another letter dated 05.02.2025 which show that PDO has written the said letter to the police and in the same it was informed that the plaintiff without having license by encroaching road trying to put up construction and hence instruct the plaintiff for not to putting up further construction.

14. So at this time plaintiff has also produced order passed in VPC No.4/2024-25 which was filed by the present defendant against the PDO and the present plaintiff and in the same the said order was granted from putting up construction in plaintiff property katha bearing No.117/387. The



defendant further produced building license dated 24.05.1993 which was issued in favour of father of the plaintiff and same is for the extent shown as 23X13 feet. At the same time, the plaintiff has not produced any document to show how he has acquired the property from his father. Though the plaintiff has produced demand register and tax assessment list in the same measurement of the property for the year 2014-15 but in same dimension shown as 23X19, which is standing in the name of plaintiff and he has also produced license issued in his favour dated 09.01.2002 and on perusal of the same it was issued for running of shop not in respect of house property. Again



plaintiff has also produced E-katha in respect of property bearing NO.117/387 and on perusal of measurement of said property along with demand register extract i.e., 23X19 which was not matches with suit measurement.

15. On the other hand, the defendant alleged that the plaintiff has encroached the road and illegally constructing building and he has also produced paper publication by arguing that the plaintiff and others have encroached the road towards Ambedkar Bhavan and undertaken illegal construction. Further the plaintiff has not produced any document for obtaining permission in the form of license to construct building to the extent of suit



schedule property as contended by them. Thus on perusal of documents available on record the plaintiff has not placed document to show that he has acquired the suit schedule property and within the boundaries of the same he is constructing the building. Hence considering all the above the defendants have made out grounds to allow this application. Hence I answer point No.1 in the **Affirmative.**

16. Point No.2 and 3 :- Since these points are involves common facts so in order to avoid the repetition of facts, I combined these two points together for my discussion.



So on perusal of entire documents it appears that there is an existence of boundary dispute and in that situation if the plaintiff is proceeded with his construction certainly the defendants will get hardship if same is compared with the plaintiff. Moreover as per the contention of plaintiff had 13 feet towards North-South and later same was extended to 19ft, after same was granted by one Kadaranarasinhaiah in favor of plaintiff as per agreement entered between them dated 31.03.1997. So at this time whether said act of Kadaranarasimhaiah is sustainable or not is a thing of full fledged trial and more importantly on looking out the present state of affairs when said



suit property is shown to be surrounded by road and panchayath building towards Eastern side of schedule then it is necessary to give order by making sure that he hasn't encroached anything in said vicinity other than what he supposed to get. Therefore under said situation if sought relief given in favor of defendant, then plaintiff will not subjected to hardship and inconvenience and on contrary if same is rejected much hardship would be caused to the defendant. **Hence I answer Points No.2 and 3 are in the Affirmative.**

17. Point No.4:- In view of the reasons assigned above, I proceed to pass the following;

**ORDER**

The I.A.No.II filed by the defendants under Section 94(c) and (E) r/w 151 of C.P.C. is hereby allowed.

By way of granting temporary injunction in favour of the defendant, against the plaintiff is hereby temporarily restrained from putting up any construction of whatsoever nature on the alleged suit schedule property till the disposal of the suit.

No orders as to costs.

(Dictated to the Stenographer on computer, typed by her, corrected by me and then pronounced in the open Court on this the **13th day of August, 2025.**)

Sd/-
(SMT. SUJATHA A.B.)
Prl. Civil Judge & JMFC,
KUNIGAL.