



**IN THE COURT OF PRL. SENIOR CIVIL JUDGE AND
J.M.F.C., AT MADHUGIRI,**

Dated 08th Day of September, 2025

Present :

SRI. VENKATAPPA B. *B.A., L.L.M.,*
Prl. Senior Civil Judge & JMFC,
Madhugiri.

OS.No.517/2024

Plaintiff : C.H. Ramaiah
S/o C.L. Hanumaiah
Aged about 66 years
R/o Chinnavajra Village,
Kasaba Hobli,
Madhugiri Taluk.

(Smt/Sri VPM/BMM., Advocate)
V/S

Defendants : 1) Nagaraj
S/o late Lakshman
Aged about 56 years
R/o Chinnavajra Village,
Kasaba Hobli,
Madhugiri Taluk.
2) Radha T.G.
W/o Naaraju
Aged about 46 years.
3) Kum. Kusuma C.N.
D/o Nagaraju
Aged about 23 years.
4) Master Chandan Gowda C.N.
S/o Nagaraju
Aged about 20 years.



Defendants 2 to 4 are
R/o No.1145, 2nd cross,
1st Block, 1st stage, Nagarabhavi,
Bengaluru – 560072.

- 5) Chennamma
W/o late Chandrashekar
Aged about 53 years
R/o Siddapura Village,
Kasaba Hobli,
Madhugiri Taluk
Tumkur District 572132.

(Smt/Sri. KSV., Adv for D1 to 4)
(Smt/Sri. HVM., Adv for D5)

I.A. No.I

Applicant : C.H.Ramaiah

-V/s-

Opponents : Nagaraj & Others

1	Provision under which the application filed	I.A.No.I Under Order 39 Rule 1 and 2 of CPC seeking temporary injunction
2	Relief sought for	For temporary injunction
3	Date on which the application is filed	18-12-2024
4	Number of the application	One
5	The date on which the objection are filed by different opponents	01-03-2025
6	The date on which orders were passed on the said application	08-09-2025

* * *

**ORDER ON I.A. No.I**

The plaintiff / applicant has filed I.A. No.I under Order 39 Rule 1 and 2 R/w Section 151 of CPC prayed for issue temporary injunction against the defendants restraining them from alienating the suit schedule properties in favour of third parties till disposal of the suit. Hence plaintiff prayed for allow the application.

2. In the accompanying affidavit, the plaintiff has stated that, he has filed this suit against the defendants for relief of specific performance of agreement dated 21-03-2023. The defendant No.1 was in need of money for his family necessities and other expenses, he had offered to sell the suit schedule properties. Accordingly the plaintiff agreed to purchase the same and agreement of sale came to be executed in between himself and defendants on 21-03-2023 under the said agreement the defendant No.1 had agreed to sell the suit schedule properties in favour of plaintiff for total sale consideration amount of Rs.1,05,00,000/- and received Rs.25,00,000/- by way of cash as advance sale consideration and he was agreed that, he shall execute the registered sale deed in his favour by receiving balance sale consideration amount of Rs.80,00,000/- by securing all the documents required for registration. As per the requests of defendants he paid Rs.7,00,000/- through cheque bearing No.921046 dated 11-04-2023 and Rs.8,00,000/- through cheque bearing



No.921049 dated 11-04-2023 in favour of one Muniraju, who is the friend of defendant and in all he paid Rs.40,00,000/- to the defendant as advance sale consideration. He requested several times to the defendant to execute the registered sale deed by receiving balance sale consideration amount but the defendant No.1 has postponing the same on one or other pretext. He was always ready and willing pay the balance sale consideration amount of Rs.65,00,000/- to get the registered sale deed but the defendant No.1 failed to perform his part of contract. Finally on 27-06-2024 he issued the legal notice to defendants calling upon him to execute the registered sale deed. The notice was served on defendants and he received and gave evasive reply by denying the contents of the legal notice and he has not execute the registered sale deed. It shows that, the defendant has not interested to execute the registered sale deed and he intended to making efforts to alienate the suit schedule properties to third parties. If the defendants succeed in alienating the suit schedule properties to third person, he will put up great financial loss and hardship to him, he had made out prima-facie case, balance of convenience lies in his favour. If the order of temporary injunction is not granted he will put to great hardship and injuries, on the other hand, the defendants will not put to any hardship or injury. Hence, the plaintiff prayed for allow the application.



3. After service of summons, the defendant No.1 to 5 appeared before this court through their counsel and filed their written statement and also memo for adopting the written statement of defendants treated as objection to I.A. No.I. Defendant No.5 has filed separate objection to the I.A. No.I.

4. The defendant No.1 to 4 have stated that, the plaintiff has failed to perform his part of contract under the agreement to pay the balance sale consideration and to get the sale deed and registered in-spite of several times made by the 1st defendant. He has always ready and willing to perform his part of contract under the sale agreement by receiving the balance sale consideration amount of Rs.95,00,000/- and to execute the sale deed. In view of contact of the plaintiff in issuing the reply notice dated 16-12-2023 calling upon him to return the advance amount with interest to the 1st defendant that, the plaintiff is not willing to perform his part of contract to purchase the suit schedule property by paying the balance consideration of Rs.85,00,000/-. The defendant No.1 has requested several times to plaintiff to get the registered sale deed but the plaintiff has not shown any interest to get execute the regular sale deed. Thereafter, he himself and his wife and children have to sold the suit schedule property in favour of 5th defendant, who is the



adjacent owner of item No.1 of suit schedule property under the registered sale deed dated 30-04-2024 for valuable sale consideration and put her in physical possession in favour of 5th defendant. Now the defendant No.5 is in possession and enjoyment over the suit item No.1 property. The plaintiff himself not interested to get the registered sale deed in his favour. Hence, the defendant No.1 to 4 prayed for dismiss the suit along with I.A. with costs.

5. The defendant No.5 has filed objection to this application. It is stated that, this application is not maintainable either in law or on facts. The plaintiff has not approach to court with clean hands, hence he has not entitle for any relief as sought for. The defendant No.5 has been in exclusive owner and in possession of item No.1 of suit schedule property, for the family necessities and requirement the defendant No.1 to 4 have executed the registered sale deed in her favour. Therefore she being the bonafide agriculturist and she bound to raise agriculture loan for the purpose of better cultivation and improvement of suit item No.1 property. The defendant No.1 to 4 have already sold item No.1 in her favour for valuable sale consideration and put her in possession. No harm or injury will be caused to the plaintiff, if temporary injunction is not granted, on the other hand if the order of temporary injunction is granted the



defendant No.5 would be put to irreparable loss and injury which cannot be compensated in terms of money. Hence the defendant No.5 prayed for dismiss the application with costs.

6. Heard the arguments on both side. Perused the I.A., affidavit, and records placed before the court.

7. The points that arise for my consideration are as under :

- 1) Whether plaintiff has made out prima-facie case ?
- 2) If injunction is granted or refused, to whom inconvenience will be caused ?
- 3) Whether irreparable loss and injury would be caused to plaintiff in case of not granting temporary injunction ?
- 4) What Order ?

8. My findings to the above points is as under :

Point No.1 and 3 : In the Affirmative.

Point No.2 : In the Affirmative.

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

REASONS

9. **Point No.1 to 3** :- For the sake of convenience and to avoid repetition of facts, these points are taken together for common discussion.



10. The plaintiff has filed this suit against the defendants for relief of specific performance of contract. In this case, the plaintiff has filed this application for grant of temporary injunction against the defendants for not to alienate the suit schedule properties in favour of 3rd person till disposal of the suit. According to the plaintiff the defendant No.1 is the absolute owner of suit schedule item No.1 property bearing Sy.No.20/19 measuring 16 guntas and item No.2 Sy.No.20/26 measuring 1 acre 10 guntas. The defendant No.1 was in need of money for his legal necessities and for such other expenses, he agreed to sell the suit schedule item No.1 and 2 property in his favour. Accordingly on 21-03-2023 the defendant No.1 has executed agreement of sale for total sale consideration amount of Rs.1,05,00,000/- and received Rs.25,00,000/- by way of cash and Rs.7,00,000/- and Rs.8,00,000/- through two cheques. In all total advance sale consideration amount of Rs.40,00,000/- and he agreed to execute the registered sale deed by receiving balance consideration amount by providing necessary documents for registration. But the defendant No.1 failed to execute the registered sale deed in his favour as per agreement of sale. Finally, on 30-04-2024 the defendant No.1 to 4 have sold the suit item No.1 property in favour of defendant No.5 to defeat the rights of the plaintiff.



11. On the other hand, the defendant No.1 to 4 admitted the execution of agreement of sale in favour of plaintiff but they stated that, the defendant No.1 has requested the plaintiff to get execute the registered sale deed as per agreement of sale. But the plaintiff has not shown any interest to get registered sale deed in respect of suit item No.1 property. Out of their family urgent necessities and requirements the defendant No.1 along with his wife and children have sold the suit item No.1 property in favour of defendant No.5 through registered sale deed dated 30-04-2024 for valuable sale consideration. In support of his case, the plaintiff has produced the copy of agreement of sale, it shows that on 21-03-2023 the defendant No.1 has executed agreement of sale in respect of suit item No.1 property for valuable sale consideration amount of Rs.1,05,00,000/- and receiving balance sale consideration. The plaintiff has produced the RTC extracts pertaining to suit item No.1 and 2 properties, it shows that, the suit schedule item No.1 and 2 properties are standing in the name of defendant No.1. The plaintiff has produced copy of legal notice, it shows that, the plaintiff has requested to defendant to execute the registered sale deed in his favour as per agreement of sale. The plaintiff has produced the copy of reply notice, it shows that, the defendants has issued reply



notice to the plaintiff. The plaintiff has produced xerox copy of sale deed dated 30-04-2024. It shows that, during the existence of agreement of sale in between plaintiff and defendant No.1 in respect of suit item No.1 property, the defendant No.1 and his wife and childrens i.e., defendant No.2 to 4 have sold the suit item No.1 property in favour of defendant No.5 through registered sale deed dated 30-04-2024.

12. On the other hand the defendants have also produced the copy of loan sanction letter. It shows that, the defendant No.2 has availed housing loan on suit item No.1 property. The defendant has produced copy of reply notice, postal acknowledgment and copy of legal notice. It shows that, the defendant have also issued the reply notice to the plaintiff. On perusal of the contents of the affidavit and objection of the defendants and documents produced by both the parties, it shows that, there is no dispute regarding execution of agreement of sale in between plaintiff and defendants. The defendant No.1 is absolute owner of the suit schedule property and also the defendant No.1 to 4 have sold the suit item No.1 property in favour of defendant No.5. It further shows that, during the existence of earlier agreement of sale dated 21-03-2023 in between plaintiff and defendant



No.1, the defendants No.1 to 4 have executed the registered sale deed dated 30-04-2024 in favour of defendant No.5. It shows that, the defendants No.1 to 4 have intentionally sold the suit item No.1 property in favour of defendant No.5 to defeat the rights of the plaintiff over the suit item No.1 property. If the defendant No.1 to 5 succeeded by alienating the suit schedule property to the third parties, the purpose of suit will be defeated.

13. In order to protect the properties by avoiding multiplicity of proceedings it is necessary keep the subject matter of the properties intact. At this juncture it would be appropriate to refer the decision reported in ***ILR 2004 Karnataka page 4076 in between Fakirasab versus Syedusab and others***, it is held that;

“(B) CPC 1908-O-39 R.1 & 2-OBJECT OF – While considering an application for grant of temporary injunction, the right and need of respective parties should be considered and the 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 uncompensatable loss. The object is to keep the property in status quo so that if would be available to the plaintiff if he ultimately succeeds in the suit.”



14. In one more decision reported in **ILR 2007 Karnataka page 1214** in between **Smt T.K. Gowramma versus C.K. Raviprasanna**, it is held that;

“CPC, 1908-O. 39 R. 1 & 2-TEMPORARY INJUNCTION UNDER-GRANT OF-HELD, The relief by way of interlocutory injunction is granted to mitigate the risk of injustice to the plaintiff during the period before which that uncertainty could be resolved-The object of interlocutory injunction is to protect the plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial.”

15. In the instant case, as I already observed the apprehension of the plaintiff is that defendants are trying to alienate the suit schedule property with intention to defeat the right of the plaintiff and in that event it will cause hardship to the plaintiff and that may results in the multiplicity of proceedings. Therefore it is just and necessary to preserve the suit schedule properties grant of injunction against the defendants not to alienate the suit schedule properties till disposal of the case. At this stage, the plaintiff has made out prima-facie case, balance of convenience lies in his favour. Irreparable loss or injury caused to the plaintiff, If temporary injunction is not granted, if T.I. is granted no



hardship will caused to other side. For these reasons, I answer point No.1 to 3 in 'Affirmative'.

16. **Point No.4** : For the above said reasons, I proceed to pass the following :

ORDER

I.A. No.I under Order 39 Rule 1 and 2 of C.P.C. filed by plaintiff is hereby allowed.

Defendant No.1 to 5 are hereby temporarily restrained by the order of T.I. from alienating the suit schedule properties in any mode or manner till disposal of the suit.

Parties to bear their own costs.

(Dictated to the stenographer, the same revised, corrected by me and then pronounced in open court on this **08th day of September 2025**)

Sd/-
(Venkatappa B.)
Prl. Senior Civil Judge & JMFC,
Madhugiri.