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**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE
AND J.M.F.C., BHATKAL.**

Dated this the 7th Day of April, 2026

PRESENT

Smt. DEEPA ARALAGUNDI, B.Com. LL.B.,

**Principal Civil Judge and
JMFC, Bhatkal.**

O.S.27/2026

Plaintiff :

Sri. Siddique Irshad Mohiddin
S/o Iqbal Siddique,
Aged about 52 years,
R/o: Sim House, Bunder Road,
5th Cross, Bhatkal, Uttara Kannada District.

Represented through his GPA Holder
Sri. Syed Mohammed Amjad
S/o Syed Mohammed Hashim,
Aged about 51 years,
R/o: #70, Syed manzil, Siddique street,
Bhatkal, Uttara Kannada District

V/s

Defendant :

Sri.Mohiddin Jilani,
S/o Mohammed Juffri Shabandri,
Aged about 68 years,
R/o: Syedani masion, Ummer street,
3rd cross, Jali village, Bhatkal,
Uttara Kannada district.

I.A.No.III

Plaintiff : Sri. Siddique Irshad Mohiddin

V/s

Defendant : Sri.Mohiddin Jilani

ORDER ON I.A.NO.III

I.A.No.III is filed of behalf of the Applicant/ Plaintiff under Order 39 Rule 1 and 2 of the Code of Civil Procedure, seeking relief of grant an ad-interim order of temporary injunction against defendant, restraining defendant, their men, agent, anybody claiming under them from alienating the scheduled property till disposal of suit of suit in the interest of justice.

2. In the affidavit accompanying application, it is stated by the GPA holder of plaintiff stated that, the defendant was the earlier absolute owner of the property bearing Sy.No 89B5, hissa 5/1, extent 00-10-09, Paiki 00-03-00, assessed at Rs.0.05. Boundaries i.e., in East: Hissa No. 8, West: Hissa No. 9A, South: Hissa No. 3, North Hissa No. 7 situated at Venkatapura Village, Bhatkal Taluk, District: Uttara Kannada, herein after referred as suit schedule property. On 28 June 2021, Defendant have executed an irrevocable G.P.A (dated: 25/06/2021 mentioned in

irrevocable GPA) infavour of plaintiff in respect of suit schedule property. The said irrevocable G.P.A is registered on 28 June 2021, at the office of sub at Bhatkal and numbered as BTL-4-00026-2021-22 after payment of prescribed stamp duty as per Karnataka Stamp Act 1957. The G.P.A numbered BTL-4-00026-2021-22 dated 25/06/2021 registered on 28/06/2021 executed by Defendant infavour of plaintiff registered at sub- registrar, office Bhatkal is irrevocable G.P.A, as such this G.P.A is deemed as sale deed executed by Defendant infavour of plaintiff. The plaintiff has paid sale consideration amount of Rs.6,10,000/- to Defendant through Axis Bank cheque, Branch Bhatkal, bearing No.013134 dated 22-06-2021, as such Defendant executed this registered irrevocable G.P.A treating this G.P.A as a sale deed. Which confers plaintiff Title and right and interest on scheduled property, at the time of executing said irrevocable registered GPA Defendant Handed over vacant possession of scheduled property to plaintiff and after that plaintiff by investing his hard earned money developed the scheduled property.

3. Further submitted that, the Defendant stating in locality that he is going to sell the scheduled property, plaintiff has got no title, right or interest in scheduled

property and plaintiff got no title, interest or right over scheduled property through said irrevocable GPA and he is disputing the title of plaintiff over scheduled property. Said fact came to the knowledge of plaintiff through locality people and his GPA holder on 15th day of February 2026. On 17th February 2026 plaintiff through his GPA Holder requested Defendant not to sell property for which Defendant straight away denied for the same and he told he will sell scheduled property and he will vacate the plaintiff from scheduled property hence this suit. The GPA numbered BTL-400026-2021-22 dated 25/06/2021 infavour of plaintiff registered at sub- registrar, office Bhatkal, the transaction taken place, and residential address of plaintiff and Defendants are situated at Tq: Bhatkal and scheduled property situated within jurisdiction Hence this court has got jurisdiction to adjudicate this suit. Defendant is preparing to sell scheduled property, hence this application. If the Defendant is not restrained by an order of this court Plaintiff will be put to irreparable loss and hardship, which cannot be adequately compensated in terms of money. The balance of convenience lies entirely in favour of the Plaintiff, and he has a strong prima facie case. Hence for these amongst the other grounds they prayed to allow the said application.

4. The Defendant has appeared through his counsel and filed objection to the I.A., and submitted that the present suit and consequently the application for interim injunction are not maintainable before this Court for want of pecuniary jurisdiction. As stated in detail in the Written Statement filed by the Defendant, the suit schedule property is valued by the Plaintiff himself at Rs.6,10,000/- (Rupees Six Lakh Ten Thousand only), which exceeds the pecuniary jurisdiction of this Court. The plaint is therefore liable to be returned under Order VII Rule 10 read with Section 15 of the Code of Civil Procedure, 1908 (hereinafter "CPC"). It is specifically mentioned in the said GPA that Plaintiff agreed to purchase the Scheduled Property for a total sale consideration of Rs. 6,10,000/- (Rupees Six Lakh Ten Thousand Only), and that the said amount was purportedly stated to have been paid by way of cheque bearing No. 013134 dated 22-06-2021 drawn on Axis Bank, Branch Bhatkal. However, it is emphatically stated that the said cheque was NEVER ENCASHED and the said amount of Rs. 6,10,000/- was NEVER ACTUALLY RECEIVED by Defendant. No actual consideration was paid by plaintiff at any point of time. The recital of payment in the GPA does not reflect the actual truth and is not supported by any bank transaction, encashment

record, or acknowledgment of receipt of funds by Defendant. Since the very plaint is liable to be returned, no interim order, including an Injunction, can be granted by this Court in a suit which is beyond its jurisdictional competence. An order of interim injunction passed by a Court without jurisdiction is a nullity. It is well-settled that when the court has no jurisdiction over the subject matter, the question of granting interim reliefs does not arise. Before entertaining the interim Injunction application, this Court may first decide the preliminary objection as to jurisdiction, and return the plaint accordingly. Granting an Interim injunction in such circumstances would cause grave prejudice and injustice to the Defendant. The foundational requirement for granting an interim injunction is that the applicant must establish a prima facie case in his favour. The Plaintiff has singularly failed to demonstrate any prima facie case in law or on facts. The entire claim of the Plaintiff rests upon the General Power of Attorney (GPA) dated 25/06/2021, registered on 28/06/2021 bearing No. BTL-4-00026-2021-22. The Plaintiff contends that the said GPA amounts to a "deemed sale deed" and that he has thereby acquired title, right and interest over the suit schedule property. This contention is wholly

contrary to the settled law of the land and is untenable.

5. Further, contended that, the Hon'ble Supreme Court of India, in its landmark Three-Judge Bench judgment in: Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana & Anr., (2012) 1 SCC 656 has categorically and unequivocally held that:

"Immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of 'GPA sales' or 'SA/GPA/Will transfers' do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conferring any title upon the transferee."

The Supreme Court has further held in Suraj Lamp (supra) that a Power of Attorney whether revocable or irrevocable is only an instrument of agency. It does not, by itself, create, transfer, extinguish or affect any right, title or interest in immovable property. The attorney holder steps into the shoes of the principal but does not acquire independent title or ownership.

6. Further contended that, in view of the law laid down by the Supreme Court in Suraj Lamp (supra), the Plaintiff does not possess any legal title or enforceable right over the suit schedule property. In the absence of a registered deed of conveyance/sale deed, no transfer of title has taken place in favour of the Plaintiff. The Plaintiff therefore has no prima facie case. The Plaintiff's reliance on the GPA as a "deemed sale deed" has been specifically negated by the Supreme Court. Such arrangements, however described in the document, do not confer title. The Plaintiff's claim is thus not supported by any legal right recognized in law, and a prima facie case which is the sine qua non for the grant of an injunction is wholly absent. Even assuming without admitting that the Plaintiff has a prima facie case (which is denied), the balance of convenience does not favour the Plaintiff. The three essential conditions for the grant of an interim injunction prima facie case, balance of convenience, and irreparable injury are all absent in the present case. The Defendant is the absolute, lawful and recorded owner of the suit schedule property. He has never parted with his title by any registered deed of conveyance. He continues to be in possession and enjoyment of the said property. Granting an injunction in favour of the Plaintiff would amount to restraining

the true owner of the property from exercising his lawful rights over his own property, which would cause grave and irreparable harm and injustice to the Defendant. The balance of convenience squarely tilts in favour of the Defendant, who is the original owner of the property, and strongly against the Plaintiff, who at best is a claimant under an unenforceable GPA arrangement which has been deprecated by the Supreme Court. The Plaintiff has failed to demonstrate any irreparable injury that would be caused to him if the interim injunction is not granted. The Plaintiff is not the title holder of the suit schedule property. He has no legal right, title or interest in the said property as recognised under the Transfer of Property Act, 1882 or any other applicable law. Since the Plaintiff's alleged right arises only from an unenforceable GPA, any injury, if at all, is compensable in terms of money. No case of irreparable injury which is a mandatory requirement for grant of an interim injunction - has been made out by the Plaintiff. On the other hand, restraining the Defendant from dealing with his own property would cause irreparable harm and injury to the Defendant, who is the rightful and lawful owner and who may need to deal with the property for his legitimate and bonafide purposes.

7. Further contended that, the Plaintiff has approached this Court with unclean hands and has suppressed material facts. The Plaintiff has deliberately concealed the fact that:

a) The GPA, upon which the entire suit and the application are founded, cannot in law confer any title in immovable property as held by the Supreme Court in Suraj Lamp (supra);

b) The suit is valued at Rs.6,10,000/- which exceeds the pecuniary jurisdiction of this Court;

c) The GPA was obtained by misrepresentation, fraud and undue influence exerted on the Defendant, an aged man of 68 years;

d) The Defendant has at no point surrendered possession of the suit schedule property to the Plaintiff or his GPA holder.

8. Further contended that, A party who approaches the Court suppressing material facts is not entitled to any equitable relief. The interim injunction application, being based on suppression and misrepresentation. The present suit is filed by Sri. Siddique Irshad Mohiddin through his GPA Holder Mr. Syed Mohammed Amjad. It is submitted that the very GPA executed by the original Plaintiff in favour of Syed Mohammed Amjad is itself a contested document, and

when the root title of the principal (Siddique Irshad Mohiddin) over the suit schedule property is disputed and legally untenable, the GPA Holder can have no better or superior right than the principal. A person who himself has no title cannot pass title to another. The law is well settled that the attorney holder can only do what the principal himself can lawfully do. Since Siddique Irshad Mohiddin has no legal title to the suit property (not having received a registered conveyance deed from the Defendant), his GPA Holder Syed Mohammed Amjad equally cannot prosecute or maintain the present suit or seek any injunction on his behalf. The Defendant submits that the Hon'ble Supreme Court and various High Courts have consistently held that the following three conditions must cumulatively be satisfied for grant of an interim injunction: (i) Prima facie case in favour of the applicant; (ii) Balance of convenience in favour of the applicant; and (iii) Irreparable injury if injunction is not granted. The Plaintiff has failed to satisfy even a single limb of the triple test. All three conditions are absent in the present case. Hence prays to dismiss the I.A.

9. Under the circumstances, following points arises for my consideration:-

POINTS

- 1) Whether the plaintiff has made out prima-facie case to allow the I.A.?
- 2) Whether the Plaintiff has got balance of convenience in his favour?
- 3) Whether the plaintiff would suffer irreparable injury if the prayer for interim injunction is not allowed?
- 4) What order?

10. Heard from both side advocates and Perused the case materials placed on record.

11. After careful scrutiny of material available on the file, the findings to the above points are as follows:

12. My answer to the above points is as under;

Point No.1 : In the Negative

Point No.2 : Does not survive for consideration

Point No.3 : Does not survive for consideration

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

REASONS

13. POINT NO.1 :- In order to consider the application under Order XXXIX Rule 1 & 2, the Court should satisfy three ingredients namely, prima-facie case, balance of convenience and irreparable injury to the plaintiff if injunction is not granted. The existence of a prima-facie goes in the matter of granting

injunction is really the harbinger or the all clear sign to go ahead in investigating other aspects of the question governing the grant or refusal of injunction. If there was no prima-facie case at all or the case put forward was so weak and tainted having very little prospect of being accepted by the Court. Further questions of balance of convenience and irreparable loss need not be considered since the plaintiff would fail at the very first stile itself. But if there was a prima-facie case then other consideration governing the grant of injunction would come into play and will also have to be evaluated before granting or refusing the injunction. In other words the existence of a prima-facie case or even a very strong prima-facie case does not permit leap-forgoing by the plaintiff directly to an injunction without crossing the other hurdles in between. Even granting that the plaintiff has an invincible prima-facie case, he will not be entitled exhibits justice, to the grant of an injunction, unmindful of other consequences. If the consequences of granting an injunction are detrimental in nature then an injunction will not be granted even though the plaintiff might have an unbeatable prima-facie case. In this case, the plaintiff has filed suit against the defendant for the relief of declaration, declaring that the plaintiff has derived valid right, title and interest

on the basis of registered irrevocable G.P.A. dated: 25-06-2021 registered on 28-06-2021 executed by defendant in favour of plaintiff at Sub-Registrar office at Bhatkal numbered as BTL-4-00026-2021-22. In this regard, I have gone through the documents produced by the plaintiff. That the plaintiff had filed this suit against the defendant stating that, the defendant has executed registered GPA dated: 28-06-2021 in favour of plaintiff before Sub-Registrar office Bhatkal by receiving sale consideration amount of Rs.6,10,000/- through Axis bank cheque bearing No.013134 dated: 22-06-2021. But it is contention of the defendant that, the suit of the plaintiff is not maintainable before this court for want of pecuniary jurisdiction. Further the defendant submits that, the cheque bearing No.013134 dated: 22-06-2021 mentioned in the above said GPA was never encashed or received any amount from the plaintiff by the defendant as stated in the above said GPA. But to disprove the contention of the defendant, the plaintiff till today not produced any single document to show that, the alleged cheque No.013134 dated: 22-06-2021 mentioned in the above said GPA was encashed by the defendant. Hence, at this stage, on going through with the document produced by the plaintiff, I can not come to the conclusion about the right of the parties over the suit schedule property. In

order to issue injunction order against the defendant, the plaintiff should have demonstrate before the court with materials that, he has raised a serious issue which needs to be enquired. But the above discussion makes it clear that, there is no issue involved in this suit. Hence, he is not entitled for interim injunction. Accordingly, I record my findings to the above point in the Negative.

14. POINT NO.2 AND 3: When prima-facie case itself is not made out it is not necessary to discuss the remaining two points. Hence, these two points do not survive for consideration.

15. POINT NO.4: In the result, I proceed to pass the following:

ORDER

I.A. No.III filed by the plaintiff U/o.39 rule 1 and 2 of C.P.C., is hereby rejected.

I direct the parties to bear their own costs.

(Dictated to the stenographer on computer, corrected, signed and pronounced by me in the open court on this the 7th Day of April, 2026.)

Sd/-
(Smt. Deepa Aralagundi)
Prl. Civil Judge and
JMFC, Bhatkal.