

KAUK910002282026



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

Dated this 05th day of August, 2026.

**Present : Sri. Harishkumar. M., B.Com. LL.B.
Civil Judge and JMFC, Siddapur.**

ORIGINAL SUIT NO. 23/2026

PLAINT CAUSE TITLE

PLAINTIFF:

Smt. Swati
D/o Dattatreya Hegde,
Age : 26 years,
Occ: Agriculturist and Student.
R/o No.12, Hosmane,
Kyadagi,
Siddapur Taluk,
Uttara Kannada District,
Adhar No. 4553 0803 8252
(By Sri. M.G.H., Adv.,)

V/s.

DEFENDANT:

Sri. Dattatreya Timmappa Hegde,
Aged about 56 years,
Occ: Agriculturist,
R/o. Hosamane,
Kyadagi,
Siddapur Taluk,
Uttara Kannada District,
Adhar No. 5277 8755 4906.
(By Sri. J.G.H., Advocate)



I. A. NO. 1 CAUSE TITLE.

APPLICANT/PLAINTIFF:

Smt. Swati
D/o Dattatreya Hegde,
Age : 26 years,
Occ: Agriculturist and Student.
R/o No.12, Hosmane,
Kyadagi,
Siddapur Taluk,
Uttara Kannada District,
Adhar No. 4553 0803 8252

- Versus -

OPPONENT/DEFENDANT

Sri. Dattatreya Timmappa Hegde,
Aged about 56 years,
Occ: Agriculturist,
R/o. Hosamane,
Kyadagi,
Siddapur Taluk,
Uttara Kannada District,
Adhar No. 5277 8755 4906.

1	Provision under which the application is filed	Under Order XXXIX Rule 1 and 2 R/w Section 151 of CPC
2	Relief sought for	Seeking to direct the defendant, not to sell the suit schedule property and not to create any charges over the suit schedule property.
3	The date on which the application is filed	23.03.2026
4	Number of the application	01



5	The date on which the objections are filed by different opponents	Written Statement filed on 24.06.2026
6	The date on which the orders were passed on the said application	05.08.2024.

ORDER ON INTERLOCUTORY APPLICATION No.1 UNDER ORDER XXXIX RULE 1 AND 2 R/W SECTION 151 OF CODE OF CIVIL PROCEDURE FILED BY THE PLAINTIFF.

1. The Plaintiff has filed application under Order XXXIX Rule 1 and 2 R/w Section 151 of Civil Procedure Code as per I.A. No. 1, seeking to restraining defendant from alienating the suit schedule property in any manner till the disposal of the suit.
2. The plaintiff herein filed this suit for the relief of partition and separate possession and such other reliefs against the defendant.
3. The description of the suit schedule property is as hereunder:

Land bearing Sy. No. 255 measuring 01-03-00, situated at Kodkani Hobli, Kyadagi Village, Siddapur Taluk, bounded on:**

**East : Sy.No.248,
West : Remaining Portion of Sy.No.255,
North : PWD Road,
South : Sy.No.269.**



4. On the other hand, the defendant herein appeared before the court through his counsel and he has filed written statement, but he has not filed objections to IA No.1.
5. The learned counsel for plaintiff and defendant have addressed their respective arguments on IA No. 1 and this court perused materials available on record.
6. This Court has framed the following points for consideration:
 1. **Whether Plaintiff has made out prima-facie case for grant of temporary injunction in her favour?**
 2. **Does the balance of convenience lies?**
 3. **Whether the Plaintiff would suffer irreparable loss or injury, if temporary injunction is refused?**
 4. **What order?**
7. Findings of this Court on these points are as follows:

Point Nos.1 to 3	:	In the Affirmative,
Point No. 4	:	As per final order for the following:

REASONS

8. **Point No.1:-** It is a matter of record that the plaintiff herein filed this suit for the relief of partition and separate possession and such other reliefs against the defendant.
9. The plaint averments in the nut shell is that, the plaintiff is the daughter of the defendant. The suit schedule property is



the ancestral joint family property and it originally belongs to the plaintiff's grandfather by name deceased Sri. Timmappa Hegde, the suit property came in the name of the defendant by virtue of a partition deed dated 21.08.2000. the plaintiff having equal right over the suit schedule property.

10. The plaintiff further averred that, some of the joint family properties, i.e., bearing Sy.No.227**, measuring 01-08-00, Sy.No.229** measuring 00-21-00 and Sy.No.54 measuring 04-00-00 of Kyadagi village, Siddapur Taluk were illegally sold out by the defendant to strangers without legal necessity and without consent of the plaintiff, those sales are not binding on the plaintiff's share. It has come to the knowledge of the plaintiff recently. The remaining suit schedule property is still joint and undivided and the plaintiff is in joint possession thereof.
11. The plaintiff herein further averred that, the defendant herein intending to sell the suit schedule property to the third parties. Hence, the plaintiff herein requested the defendant to effect partition and separate possession of her share over the suit schedule property. But, the defendant herein refused to do the same. Hence, the plaintiff herein instituted this suit.



12. The plaintiff is also filed Interlocutory Application No. 1 filed under Order XXXIX Rule 1 and 2 read with Section 151 of Civil Procedure Code, and it is supported by the affidavit of plaintiff. The plaintiff has reiterated the facts mentioned in the plaint and if the application is not allowed the plaintiff would be put to great loss and hardship and hence she prays to allow the IA No. 1.
13. On the other hand, the defendant has filed written statement and he has admitted the relationship with the plaintiff and description of the suit schedule property and further contended that, the defendant has struggled very hard to develop the suit schedule property and he has raised huge loans for construction of residential house, cattle shed and other necessary building and the said loan were taken for the necessity of the family. Hence, the plaintiff is also liable to pay the half of the debt amount. On these grounds, the defendant is prays to decree the suit and directed to pay the debt of her share.
14. In the instant case the plaintiff herein produced copies of MR and RTC extracts in support of her case. On the other hand the defendant has produced the letter regarding debts of defendant in support of his defence.
15. At this stage it is pertinent to note that, to grant or not to grant the interim injunction has to be taken, a time when



the existence of the legal right assailed by the plaintiff and its alleged violation are both contested and uncertain and remain uncertain till they are established at the trial on evidence. Relief by way of interim injunction is granted to mitigate the risk of injustice to the plaintiff during the period before the uncertainty could be resolved. The object of interim injunction is to protect 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. The need for such protection has, however, to be weighted against the corresponding need of the defendant to be protected against injury resulting from preventing him exercising legal right for which he could not adequately be compensated.

16. The primary purpose of granting interim relief is the preservation of the property in dispute till legal rights and conflicting claims of the parties before the court are adjudicated.
17. In the instant case the documents submitted by the plaintiff shows that, the name of father of plaintiff is appearing in the RTC extracts, further the name of father of the plaintiff has been mutated as per partition in between his brothers and accordingly his name was entered in the RTC extract.



18. It is to be noted that the defendant herein admitted the relationship with the plaintiff and he has admitted the description of the suit schedule property and further contended that, the defendant has struggled very hard to develop the suit schedule property and he has raised huge loans for construction of residential house, cattle shed and other necessary building and the said loan were taken for the necessity of the family. Hence, the plaintiff is also liable to pay the half of the debt amount. In order to suffice his contentions, the defendant has produced the letters issued by the Sahakari Sangha regarding pending loans of the defendant.
19. In the present case the main issue is that, the defendant herein raised loans for the benefit of the joint family and the plaintiff is having share over the suit schedule property and she is liable to clear the debts of joint family. In order to adjudicate the same, the detail to be conducted by this Court.
20. At this stage it is to be noted that the plaintiff herein claiming temporary injunction against the defendant seeking to restrain him from alienating the suit schedule property, but the defendant is not resisted the IA No.1. At this initial stage the above facts in issue cannot be ascertained, the suit needs detail trial, till then it is necessary to grant temporary



injunction against the defendant to secure the suit schedule property from the alienation. Under such circumstances, this Court is of the opinion that, the power of the court has to be exercised judicially. It is the duty of the Court to protect the rights of both the parties. Based on the above observation this Court is of the opinion that, the plaintiff has made out grounds to grant TI and hence this Court answers this point in the affirmative.

21. **Point No. 2 and 3:** The second condition for granting interim injunction is that the balance of convenience must be in favour of the applicant. In other words, the court must be satisfied that the comparative mischief, hardship or inconvenience which is likely to be caused to the applicant by refusing the injunction will be greater than that which is likely to be caused to the opposite party by granting it.
22. The existence of the prima facie case alone does not entitle the applicant for a temporary injunction. The applicant must further satisfy the court about the third condition by showing that he will suffer irreparable injury if the injunction as prayed is not granted and that there is no other remedy open to him by which he can protect himself from the consequences of apprehended injury.



23. In order to ascertain the balance of convenience and irreparable loss and injury, this Court has carefully perused the materials on record. Based on the materials available on record and based on the observations made in point No. 1, this Court is of the opinion that if the temporary injunction not is granted, no hardship will be caused to the defendant and it is necessary to secure the suit schedule property from alienation and it is the duty of the Court to protect the rights of both parties, with these observations this court answers Point No. 2 and 3 in the affirmative.
24. **Point No. 4 :** For the aforesaid discussions as mentioned in the point No. 1 to 3, this Court proceed to pass the following order :

ORDER

Interlocutory Application No. 1 filed by the plaintiff under Order XXXIX Rule 1 and 2 read with Section 151 of Code of Civil Procedure is hereby allowed.

Accordingly the defendant or anybody else on his behalf are hereby restrained from alienating the suit schedule property in favour of anybody in any manner till the disposal of the suit.

The contentions raised by both parties are kept open to consider in main case. The



observation made by this court in the present order will not come in the way of the parties in proving their respective case and defence on merits.

Considering the facts and circumstances of the case parties shall bear their own cost.

(Dictated to the Stenographer directly on the computer, corrected by me, signed and then pronounced in the open Court on this the 05th day of August, 2026).

**05.08.2026
Civil Judge & JMFC
Siddapur.**