



**IN THE COURT OF THE SENIOR CIVIL JUDGE &
J.M.F.C., KANAKAPURA**

**PRESENT : Sri. K.A.Nagesha, B.A.L, LL.B,
Senior Civil Judge & JMFC, Kanakapura.**

**Dated : This 10th day of February, 2026
O.S. No. 137/2019**

PLAINTIFFS

1. Smt. Bhavya,
W/o Late Ramesha,
Aged about 32 years.

2. Master. Akash,
S/o Late Ramesh,
Aged about 19 years.

3. Master Yashvanth,
S/o Late Ramesh,
Aged about 14 years.

Since plaintiff No.3 is minor,
represented by his mother and
natural guardian, plaintiff No.1
Bhavya.

(Sri. Devuraj Jadav, Adv.)

Vs.

DEFENDANTS

1. Sri. Savandaiah,
S/o Late Veerabhadregowda,
Aged about 60 years.

2. Smt. Sarojamma,
W/o Savandaiah,
Aged about 55 years.



3. Sri. Nagesh,
S/o Savandaiah,
Aged about 35 years.

All are R/o Shivanahalli village & Post,
Kasaba Hobli, Kanakapura Taluk,
Ramanagara District.

(D-2 & 3 by Sri. Sathish. M. V, Adv)
(D-1 Exparte)

i.	Provision under which the application is filed	U/o XXXIX Rules 1 and 2 R/w Section 151 of CPC
ii.	Relief sought for	Temporary injunction
iii.	The date on which the application is filed	24/03/2025
iv.	Number of the application	IA No.IV
v.	The date on which the objections are filed by different opponents	D-2 & 3 -19/04/2025
vi.	The date on which the order was passed on the said application	10/02/2026

ORDER ON IA No.IV

Plaintiffs have filed this application U/o XXXIX Rules 1 & 2 R/w Section 151 of CPC praying to pass an order of temporary injunction restraining the defendants from alienating the suit schedule property till the disposal of the suit.

2. In the affidavit accompanying the application, plaintiff No.1 states that defendant No.1 is



the owner of the suit schedule property and same is the ancestral property of the defendants and they are in lawful possession and enjoyment. Defendants have offered to sell the suit schedule property in favour of the husband of the plaintiff No.1 by name Ramesha for Rs.6,10,000/-. Accordingly, on 01/12/2014 defendants have executed registered agreement of sale in favour of Ramesha by receiving advance amount of Rs.6,00,000/-. Defendants had agreed to receive the balance amount of Rs.10,000/- and to execute the sale deed within 2 years after collecting the documents necessary for registration. Husband of the plaintiff had expired leaving behind the plaintiff No.1 as his widow and plaintiffs No.2 and 3 as his children. Deceased Ramesha was always ready and willing to perform his part of contract. After his death, plaintiff No.1 had approached the defendants to execute the sale deed by receiving the balance amount but they postponed the execution of the sale deed on one or the other reasons. Hence, plaintiffs have issued legal notice dated 27/10/2017 calling upon the defendants to execute the sale deed by receiving the balance amount. In spite of service of notice, defendants have failed to perform their part of contract, hence this suit. Now, defendants are



trying to alienate the suit schedule property, hence prayed to allow the IA No.IV.

3. Defendants No.2 and 3 have filed written statement and memo to treat the same as objection to the IA No.IV. In the written statement, they have contended that deceased Ramesha is a money lender. As defendants were in need of money, they requested Ramesha to pay Rs.6,00,000/- during December-2014. Taking advantage of the urgency, Ramesha insisted the defendants to give a blank cheque and to execute an agreement with respect to suit schedule property as security. Defendants were paying interest on the said sum of Rs.6,00,000/- at the rate of 5% per month. Accordingly, defendants have repaid the entire amount on 13/12/2015 and requested Ramesha to cancel the agreement of sale. On 26/01/2016, Ramesha died leaving behind the plaintiffs as his LR's. Now, they have filed this false suit to knock of the suit schedule property. As the defendants have paid the entire amount, question of executing the sale deed in favour of the plaintiffs does not arise. After filing of the suit, plaintiff No.1 came near the suit schedule property during the first week of January-2023. After enquiry,



these defendants came to know about filing of the suit and convened Panchayath. Panchayathdars have advised the plaintiff No.1 and the defendants to settle the matter. Accordingly, matter was settled for Rs.2,00,000/- as final settlement. As per the settlement, defendant No.3 had paid Rs.2,00,000/- to the plaintiff No.1 through cheque No. 1099613 dated 10/01/2023 drawn on Tamilnadu Merchant Bank, Kanakapura. Hence, plaintiff No.1 had assured to withdraw the case but she did not withdraw the same. Again, defendant No.3 had personally approached the plaintiff No.1 and requested her to withdraw the case but she did not come forward to do so. Thereafter, they have filed the written statement. As there is delay of more than 2 years in filing the suit, alleged readiness and willingness of the plaintiffs is false. When there is no valid contract, suit is not maintainable and question of granting the order of temporary injunction does not arise, hence prayed to reject the application. Defendant No.1 is placed exparte.

4. Heard the learned counsel appearing for the plaintiffs and the defendants No.2 and 3. Perused the IA No.IV, affidavit, written statement and the records.



5. Under the circumstances, following points arises for consideration;

POINTS

1. *Whether the plaintiffs have made out prima-facie case?*
2. *Whether the balance of convenience is in favour of the plaintiffs?*
3. *Whether the plaintiffs would suffer irreparable injury if the prayer for interim injunction as prayed for in I.A No.IV is disallowed?*
4. *What order?*

6. Under the circumstances, the points framed for consideration are answered as under;

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

7. **POINT No.1:-** Plaintiffs have filed this suit for the relief of specific performance of agreement of sale dated 01/12/2014 directing the defendants to execute



registered sale deed by receiving the balance amount of Rs.10,000/-.

8. According to the plaintiffs, defendants have executed registered agreement of sale dated 01/12/2014 agreeing to sell the suit schedule property in favour of their predecessor Ramesha with respect to the suit schedule property for Rs.6,10,000/-. They had agreed to execute the sale deed within 2 years by obtaining 11E sketch and fixing Haddubasthu. It is alleged that, defendants did not come forward to execute the sale deed by receiving the balance amount even though Ramesha was ready and willing to perform his part of contract. Later, Ramesha expired and the plaintiffs being his LR's have called upon the defendants to execute the sale deed but they did not come forward.

9. Plaintiffs have produced the documents such as registered agreement of sale dated 01/12/2014, RTC of the suit schedule property, copy of the legal notice, postal receipt, postal acknowledgment, unserved postal article etc.



10. Perusal of the documents produced by the plaintiffs, prima-facie shows that there is agreement of sale executed by the defendants in favour of the deceased Ramesha. Now, Ramesha is no more and plaintiffs being his LR's have filed this suit. Prior to filing of this suit, notice was issued to the defendants calling upon them to receive the balance amount of Rs.10,000/- and to execute the sale deed. Said notice is duly served on the defendant No.2 but no reply notice was issued. Notice issued to the other defendants has returned unserved with endorsement '*party not in station*'. If really, the transaction in question is a loan transaction, defendant No.2 ought to have issued reply notice.

11. In so far as the contention of the defendants that they had borrowed loan of Rs.6,00,000/- from Ramesha and have repaid the same is concerned, absolutely no materials are placed on record. Necessary particulars are also not mentioned. Even with respect to payment of Rs.2,00,000/- through cheque No.1099613 dated 10/01/2023 as per the alleged decision of the Panchayathdars is concerned also, no materials are produced by them.



12. As observed above, plaintiffs have relied upon the registered instrument having recitals as agreement of sale. In these circumstances, this Court is of the opinion that plaintiffs have made out prima-facie case for trial and hence the point No.1 is answered in the Affirmative.

13. **POINTS No.2 & 3:-** Having regard to the nature of the suit, it is necessary to prevent creation of third party interest over the suit schedule property. If the defendants succeed in alienating the suit schedule property during the pendency of the suit, it will create third party interest and same is likely to cause hardship to the plaintiffs and also leads to multiplicity of proceedings. Though, defendants have contended regarding delay in filing of the suit, same is a question to be adjudicated after recording evidence of the parties. Hence, for the above reasons it is held that balance of convenience lies in favour of the plaintiffs and they will be put to irreparable loss and injury in the event of rejecting the IA No.IV. Accordingly, points No.2 and 3 are answered in the Affirmative.



14. **POINT No.4:-** In view of answering the points No.1 to 3 in the Affirmative, IA No.IV filed by the plaintiffs is to be allowed. Hence, I proceed to pass the following;

ORDER

IA No.IV filed by the plaintiffs U/o XXXIX Rules 1 & 2 R/w Section 151 of CPC is hereby allowed.

By way of order of temporary injunction, defendants are hereby restrained from alienating the suit schedule property till the disposal of the suit.

Parties are directed to bear their own costs.

(Dictated to the Stenographer directly, computerized by her, corrected, print out taken, signed by me and then pronounced in the open court on this 10th day of February, 2026)

(K.A.Nagesha)
Sr. Civil Judge & JMFC,
Kanakapura.