

MHAH220013872024



**Common Order Below Exh.No.05, 07 and 32 in R.C.S. No.233/2024**  
[Delivered on: 01.04.2026]

**Tai Dhananjay Dindore & Anr.**  
V/s.  
**Dagadu Machhindra Kharat & Ors.**

The Plaintiffs have filed separate three applications for different reliefs of interim injunction under Order XXXIX, Rule (1) of the Code of Civil Procedure(C.P.C).

**Facts in brief as under :-**

2. This suit is in respect of Grampanchayat property no.475 admeasuring about 20 X 12.5 + 8 X 33 ft = 514 sq. ft. situated within local limit of village Rakshaswadi (Budruk), Tal. Karjat, Dist. Ahmednagar which is bounded as under :

- East - Road and Grampanchayat Property No.14 owned by Sandip Kopnar and Vitthal Kopnar.
- South - Grampanchayat Property No.557 owned by Popat Babu Jadhav.
- West - G.No.358 owned by Gangubai and Anita Kopnar.
- North - Grampanchayat Property No.205/2 owned by Hirabai Appa Mane.

Together withing shed, shops right of way and all things appurtenant thereto. (for the sake of brevity the said property is referred as the suit property).

3. The plaintiffs are claiming Dinkar Bhagwan Kharat was original owner of the suit property. He sold the suit property to plaintiff no.2 for consideration amount Rs.5,15,000/- by way of registered sale deed on 01.02.2023. The physical possession of the suit property was handed over to him on the date of sale deed. As such the plaintiff no.2 acquired ownership and possession of the suit property. Thereafter, he gifted the suit property his wife, plaintiff no.1. The gift deed is duly executed and registered in office of Sub-Registrar on 23.08.2024 in favour of plaintiff no.1.

4. The defendants have no concern with the suit property. However, they have unlawfully started construction over the suit property. The plaintiffs tried to prevent them. However, the defendant no.1 to 9 with muscles power threatened to plaintiffs. There is collusion between the defendant no.1 to 9 and defendant no.10. Defendant no.10 is intending to convey the suit property in favour of defendant no.1 to 9 by way of sham and bogus documents. Further, on 27.08.2004 the plaintiffs met to defendants and requested them to remove the teen sheds erected by them in the suit property. However, they continued their unlawful act. Hence, the plaintiff constrained to file this suit for the relief of declaration of ownership as well as relief of mandatory and perpetual injunction in the suit.

5. The suit would take some time for its final disposal. The plaintiffs have prima facie case and balance of convenience in their favour. If the defendants get success to create their interest in the suit property, it would cause complications relating to disputed issues in the suit. Moreover, trial of the suit will also be protracted. It would cause change in nature of the suit property. Which would lead embarrassment of the trial. Hence, they filed the application for interim injunction at Exh.5 for the relief to restrain the defendant from creating their interest or interest of any third person in the suit property. They also filed separate application at Exh.7 to restrain the defendant from causing obstruction to their peaceful possession over the suit property.

6. During pendency of hearing on the application at Exh.5 and 7. The plaintiff filed separate application at Exh.32. They averred therein that the defendant no.2 in collusion with defendant no.10 started work of construction of the suit property unlawfully. Hence prayed for interim relief to restrain them from continuing their unlawful construction over the suit property.

7. The defendant no.1 to 9 resisted these applications by filing say at Exh.30. They denied the claim of plaintiffs in toto. It is their contention that the description of the suit property is different than the property which plaintiff no.2 purchased. The plaintiffs have deliberately given false description of the suit property with malafide intention to grab the property which is in possession of defendant. In fact Grampanchayat, Rakshawadi Budruk has constructed shops over open space in Gaothan area in year 2015-16 and these shops are

allotted to defendants no.1 to 9 on the basis of resolution no.8 passed in the monthly meeting of Grampanchayat. However, the plaintiffs have deliberately suppressed material facts. The plaintiffs have no concern with the property described in the suit. Hence, they prayed for rejection of the applications.

8. The defendant no.10 by filing say at Exh.36 averred that Grampanchayat, Rakshaswadi has given shops to defendant no.1 to 9 as per resolution no.8 passed in the monthly meeting of Grampanchayat held on 24.09.2024 for the period of 11 month.

9. Heard Ld. Adv. Shri. J. S. Anbhule for plaintiffs and Ld. Adv. Shri. B. P. Kshirsagar for defendants.

10. After going through pleadings and documents, following points arise for my determination, I recorded my findings there on along with reasons therefor as under ;

Sr. No.	POINTS	FINDINGS
1.	Whether the plaintiffs have proved prima-facie case in their favour ?	No.
2.	Whether balance of convenience is in favour of granting temporary injunction ?	No.
3.	Whether irreparable loss would be caused to plaintiffs if the relief of temporary injunction is withheld ?	No.
4.	What order ?	As per final order.

**REASONS**

11. The plaintiffs have produced following documents-
- i) copies of the Extract of Form No. 8 for Gram Panchayat Property No.475, 14, 15, 557, and 205/2 situated at Rakshaswadi Budruk (Exh.3/1 to 3/4 and 3/6),
  - ii) copy of the 7/12 Extract for Gat No.358 situated at Rakshaswadi Budruk, Tal. Karjat, Dist. Ahmednagar (Exh.3/5),
  - iii) copy of the document registered with the Sub-Registrar, Karjat, bearing Registration No. 4109/2024 (Exh.3/7),
  - iv) Tax and Fee Receipts copies of Receipt Nos.46 and 43 pertaining to the payment of House Tax and associated fees (Exh.3/8),
  - v) copy of the document registered with the Sub-Registrar, Karjat, bearing Registration No.547/2023 (Exh.3/9),
  - vi) copy of the Extract of Form No. 8 for Gram Panchayat Property No. 99 (Exh.39/1),
  - vii) copy of the letter issued by the Gram Panchayat Office, Rakshaswadi Budruk (Exh.39/2),
  - viii) photo copy of F.I.R. in CR. No.590/2025 (Exh.39/3),

- ix) Tax and Fee Receipts copies of Receipt Nos.74 pertaining to the payment of House Tax and associated fees (Exh.41/1),
- x) copy of acknowledgment receipt of the application submitted by the plaintiff to the Gram Panchayat, Rakshaswadi Budruk dated 08.09.2024 (Exh.41/2),
- xi) copy of the application submitted by the plaintiff to the Office of the Superintendent of Police, Ahmednagar dated 11.07.2024 (Exh.41/3),
- xii) copies of the Extract of Form No. 8 for property no.531 for the period 2001 to 2005, property no.480 for the period 2006 to 2010, property no.475 for the period 2016 to 2021, property no.475 for the period 2021 to 2024 and property no.475 for the period 2024 to 2029 (Exh.47/1 to 47/5 respectively).

12. The defendants have produced following documents-

- i) receipt issued in the name of the father of defendant no.5 (Exh.43/1),
- ii) House Tax Receipt issued in the name of defendant no.2, 8 (Exh.43/2, 43/6),
- iii) Receipt issued in the name of defendant no.3, 4, 7, 9 (Exh.43/3, 43/4, 43/5, 43/7),
- iv) copy of agreement of defendant No.1 to 9 dated 25.07.2024

(Exh.43/8 to 43/16),

- v) copy of Resolution No. 8 passed in the monthly meeting of Grampanchayat Rakshaswadi dated 24.09.2024 (Exh.43/17)
- vi) copy of Resolution No. 9 passed in the monthly meeting of Grampanchayat Rakshaswadi dated 24.09.2024 (Exh.43/18)

**AS TO POINT NO.1 TO 3:**

13. In the instant matter the plaintiffs are claiming they are owner of the suit property. They are seeking interim prohibitory relief firstly to restrain the defendants from creating any interest in the suit property, secondly to restrain the defendants from causing obstruction to their possession and enjoyment of the suit property and thirdly to restrain the defendant no.2 and 10 from raising any construction over the suit property. Whereas, the defendants are denying plaintiffs' possession over the suit property. It is their defence that the plaintiffs have mentioned incorrect four boundaries of Grampanchayat property no.475 with intent to grab the property allotted to defendant no.1 to 9 from defendant no.10. In such circumstances in order to establish prima facie case in their favour the plaintiffs have to establish the property purchased by the plaintiff no.2 is located within four boundaries described in the suit and the defendants are committing unlawful act causing damage to the suit property.

14. The Ld. advocate for the plaintiffs submit that the plaintiff no.1 is wife of plaintiff no.2. Before filing of the suit the

plaintiff no.2 transferred the suit property by way of registered gift deed on 23.08.2024. The copy of said gift deed is produced on record. Before said gift of property the plaintiff no.2 has purchased the suit property from its erstwhile owner Dinkar Kharat on 01.02.2023 for valuable consideration. The entry of said transaction is taken in the record of the Grampanchayat. Still the said entry is intact. Further, the plaintiffs' produced the extract of the suit property showing the name of Dinkar Kharat was entered in Grampanchayat record. In such circumstances the defendant no.1 who is official of Grampanchayat Rakshaswadi cannot deny plaintiffs' right over the suit property. He is fully aware about it and location of the suit property. However, in order to deprive plaintiffs' their right over the suit property the defendants are in collusion with each other, trying erect permanent structure over the portion of the suit property. The plaintiffs produced certificate given by Grampanchayat dated 28.10.2025. It shows the defendant no.2 is constructing shop without obtaining permission of the Grampanchayat also.

15. Further, he submits the defendants are falsely claiming the Grampanchayat allotted them shops. There is no material on record to show over which property the said shops are constructed. The officials of Grampanchayat are aiding to defendant no.1 to 9. The defendant no.10 is intending to transfer the suit property in favour of the defendant no.1 to 9 by way of false documents. Therefore, as per his submissions. Plaintiffs have established prima facie case in their favour. The plaintiffs are lawful owner of the suit property in such circumstances if relief of temporary injunction

refused to them, it would cause them greater hardship than which would be caused to defendants, if relief of temporary injunctions granted against them.

16. The Ld. advocate for defendants submits that the plaintiffs have not produced any material to establish identity of the suit property. The defendant no.10 has specifically stated the Grampanchayat has allotted shops to defendant no.1 to 9 on agreement for 11 months. The defendants produced copy of said resolution passed in meeting of Grampanchayat. Further, the name of plaintiff no.2 is entered in Grampanchayat record. The property of said description is not in existence in the Gaothan area. Therefore, as per his submission without identity of the subject matter of the suit the plaintiff are not entitled for any relief in the suit. Hence, he prayed for rejection of these applications.

17. Perused the record considered the submissions made from both sides.

18. I would like to mention that the relief of injunction is equitable relief. In order to get interim injunction plaintiffs have to establish following essential factors:

- i. The plaintiff must establish a prima facie case. He is not required to make out a clear title but he must establish that there is a substantial question to be investigated and that matters should be preserved in status quo until the injunction is finally disposed of.

- ii. An irreparable injuries would result if the injunction were refused and that there is no other remedy open to the applicant by which he could protect himself from the consequences of the apprehended injury.
- iii. The conduct of the plaintiff has not been blameworthy.
- iv. The balance of convenience requires that the injunction should be granted.

19. It is pertinent to note that injunction is a judicial process by which party is required to do or to refrain from doing any particular act. It is in nature of preventive relief to a litigant to prevent future possible injury. Decision whether or not to grant an injunction has to be taken at time when existence of legal right asserted by plaintiff and its alleged violation are both contested and remain uncertain till they are established at trial on evidence. The relief by way of interlocutory injunction is granted to mitigate injustice to plaintiff during period before that uncertainty could be resolved. The aim and object of interlocutory injunction is to protect plaintiff against injury by violation of his right for which he cannot be adequately compensated in damages in recovery if uncertainty were to be resolved at trial.

20. The plaintiffs have produced copies of extract of Grampanchayat Property No.475. On perusal of these extracts it shows prima facie Dinkar Kharat was owner of the said property.

Thereafter, 01.02.2023 he transferred the said property in favour of the plaintiff no.2 by way of registered sale deed. The said sale deed does not contain the four boundaries of the property transferred by said document. It shows prima facie it was constructed property. Thereafter, the plaintiff no.2 transferred it in favour of plaintiff no.1 by way of gift. Subsequently, in the document of said gift the four boundaries of property are included. Plaintiffs have produced copy of application given by plaintiff no.2 to the Superintendent of Police on 11.07.2024. By way of said application the plaintiff no.2 made complaint against defendant no.1 to 9. He averred that the defendants have demolished his house and constructed there shops illegally. The said application also does not contain the date on which his house was demolished and shops were constructed there. From the contents of said application prima facie show the plaintiff no.2 was not in physical possession of the property which he purchased at least the date on which he has given application on 11.07.2024 to police. Thereafter, he executed gift deed of the property in favour of the plaintiff no.2. In the said document there is recital about delivery of physical possession of the property transferred by said gift deed. On perusal of record it does not show that either of the defendant has any right in the Grampanchayat property no.475. Therefore, prima facie it shows the plaintiff no.2 acquired ownership of the property transferred in his favour by Dinkar Kharat.

21. In order to establish location of the property the plaintiffs produced copies of extract of properties mentioned in the four boundaries of the suit property. However, itself is not sufficient to

hold that the said properties are adjoining to the suit property. In view of above discussion it shows that prima facie it shows the plaintiff no.2 acquired ownership of Grampanchayat property no.475 situated within Gaothan of village Rakshaswadi (Budurk). However, from the contents of application dated 11.07.2024 given by plaintiff no.2 to the police. It shows prima facie status of property was changed by construction of shops before filing of the suit.

22. Further, there is no material on record to show that the defendant no.10 is trying to create any vested right in favour of defendant no.1 to 9 relating to the property shown in the name of plaintiff no.2 in Grampanchayat record. Therefore, I hold that the plaintiffs failed to establish prima facie case in their favour. Hence, in answer to point no.1 I recorded my finding in the negative.

23. The plaintiffs failed to establish prima facie case in their favour. At this moment prima facie the plaintiffs are not in physical possession of the suit property. In such circumstances refusal of interim injunction would not cause inconvenience and irreparable loss to the plaintiffs. Hence, in answer to point no.2 and 3 also recorded my finding in the negative.

**AS TO POINT NO.4 :-**

24. In view of finding as to point No.1 to 3 in the negative it is clear that, the discretionary reliefs of interim prohibitory injunction cannot be granted in favour of plaintiffs. In such circumstances, the application for interim injunction at Exh.5, 7 and 32 are also deserves to be rejected. Hence, I passed the following order-

**ORDER**

1. These applications for interim injunction (Exh.5, 7 and 32) are hereby rejected.
2. Costs in main cause.

Karjat

Date :- 01.04.2026.

(S.N. Thapekar)

Jt. Civil Judge Junior Division,  
Karjat

**CERTIFICATE FOR UPLOADING TO CIS**

I affirm that the contents of this P.D.F File are same word to word, as per the original.

Name of the Court : **Shri. S. N. Thapekar**  
Jt. Civil Judge, Junior Division,  
Karjat,  
Tal.Karjat, Dist.Ahmednagar.

Name of the Stenographer : **Vaibhav G. Ghogare**  
Stenographer (Grade-III)

Date of order/Judgment : 01/04/2026