



Order passed below Exh. 15 in R.C.S.No.48/2022

This application is made by plaintiffs for maintaining status-quo by the defendants in respect of suit properties block No. 189 and 495 situated at village Vetawade, Tal-Panhala, Dist-Kolhapur. It is contended that, the defendants have executed agreement to sell in respect of suit property block No. 189. By virtue of said agreement to sell possibility of execution of sale deed cannot be ruled out. The defendants can illegally obtain possession of the area on which the plaintiffs have their possession. Ultimately, it is prayed that the defendants be directed to maintain status-quo in respect of suit properties mentioned in para No. 1-A and Aa.

02. Defendants No. 1 and 2 appeared through their advocate and filed say at Exh.16. Defendant No. 3 remained absent despite service of summons and notice(Exh. 10 and 11). Defendants No. 1 and 2 strongly objected to the contentions made by the plaintiff in present application. They have specifically asserted that description of suit property and boundaries thereof are wrongly mentioned in the plaint. Defendant No.1 executed agreement to sell in favour of defendant No.2 and as per description of property mentioned in agreement, defendant No.1 has possession over said area. In fact, at southern side Shripati Rama Patil having possession. However, the plaintiffs mentioned wrong boundaries. Even, defendant No.1 still not handed over

possession to defendant No.2. The plaintiffs have no concerned with area of defendant No.1 over which he is having possession. The plaintiffs have no preferential right to purchase the suit property. The application is vague. If, status-quo order is passed, defendant No.1 will not be able to enjoy property in his possession and would put to irreparable loss. On these grounds defendants No. 1 and 2 prayed for rejection of application.

03. Heard both sides. Perused relevant documents on record. It is mentioned in plaint that partition of the suit properties is not effected yet. The plaintiffs are also claiming that they are having preferential right to purchase suit property block No. 189. The agreement to sell dated 13-09-2021 shows that suit property block No. 189 is agreed to sale by defendant No.1 in favour of defendant No.2 and 3. The plaintiff also claiming that he is co-sharer in the suit properties. In such circumstances to protect the suit properties and avoid multiplicity of proceedings, it is necessary to direct both the parties to maintain status-quo in respect of both the suit properties. Hence, following order

Order

Both parties are directed to maintain status-quo in respect of suit properties block No. 189 and 495 situated village Vetawade, Tal-Panhala, till next date.

Date: 11-05-2022.

(V.V.Khulape)
Judicial Magistrate, F.C.,
Kale-Kherivade

