

Order below Exh.26 In R.C.S. No.556 of 2025

Passed on this 29th day of October, 2025)

Gunderao & Other. Vrs. Prashant & Ors.

CNR NO.MHLA060026872025

This is an application filed by the plaintiffs to issue direction to maintain status quo or for issuing temporary injunction refraining the defendants or anybody on behalf of them from causing damage to the pipeline of the plaintiffs passing through the land situated at village Thodga in gat No.21 which is owned by joint family of defendants No.1 and 2.

02. Before going into the merits of this application, it is pertinent to note here brief history of the proceeding of this suit. Before this application was presented, the plaintiffs had prayed for ad-interim temporary injunction against all the defendants vide application at Exh.5. However, in view of the reasons mentioned in order dated 26.08.2005 below Exh.5 ad-interim injunction was not granted in favour of the plaintiffs but the notices were issued to all the defendants. In pursuance to that notices, defendants No.1 to 3 appeared. Adjournment is granted to them to file written statement and say below Exh.5. Summons and notices were issued to defendants No.4 and 5 which returned unserved on the ground that they do not reside on the given address. Defendants No.4 and 5 are the directors of Sai Datta Green Energy Private Limited. The summons and notice were issued on the addresses of defendants No.4 and 5 as mentioned in the lease deed between them and defendants No.1, 2. The previous date in the suit was on 09.10.2025 on

which adjournment was granted to defendants No.1 to 3 for filing written statement and say to application at Exh.5 the next fixed date on 30.10.2025. On last date i.e. 28.10.2025 the suit was taken on board and the plaintiff moved the present application. Notices of the present application were issued to all the defendants. Ld. Advocate for defendants No.1 to 3 appeared and filed say below this application but notices of defendants No.4 and 5 returned unserved on the same ground i.e. they do not reside on the given address. However, considering the urgency to pass the order on this application, I proceed to pass the order without service of notice to defendants No.4 and 5. If any order is not passed on this application today, there is possibility that the purpose of the suit would be defeated.

03. The plaintiffs are claiming injunction refraining all the defendants from causing damage to their pipeline passing through the land of defendants No. 1 and 2 in gat No.21 of village Thodga on the basis of the consent deed filed below list of documents Exh.4/8. As per the plaintiffs, defendants No.1 and 2 being the members of joint family had given consent to pass the pipeline of the plaintiffs through their land in gat No.21. So, the pipeline of the plaintiffs passing through the land of defendants No.1 and 2 easementary right of the plaintiffs over the land of the defendants. Defendants No.4 and 5 in pursuance to lease deed in their favour dated 06.08.2025 are digging land in gat No.21 and damaging pipeline of the plaintiffs. Therefore, defendants No.4 and 5 who are the lease holders of gat No.21 cannot breach the terms of consent deed

between the plaintiffs and defendants No.1 and 2. Hence, the plaintiffs requested to grant status quo or temporary injunction as aforesaid against them.

04. Defendants No.1 to 3 have not filed W.S. or say to application at Exh.5. They contended this application on the ground that the suit is hit by Section 20 A of the Specific Relief Act. Defendants No.4 and 5 are the directors of the company which is engaged in energy generation. Therefore, the project they are engaged in is infrastructural project. They want to file application to reject the plaint vide Order 7 Rule 11 of the C.P.C. Defendants No.4 and 5 are the necessary parties. They have not appeared. Summons could not be served to them. Therefore, it is not proper to pass any order behind back of defendants No.4 and 5. Regular fixed date is 30.10.2025. So it is not proper to pass any order before that date.

05. As stated above, admittedly notice and summons are not served on defendants No.4 and 5 but the summons and notice were issued on the same address which is provided in the lease deed by defendants No.4 and 5 between themselves and defendants No.1 and 2. Hence, the attempt to serve the notice on them is correctly made. In such a situation and considering the urgency, the Court can pass the order of injunction as per Order 39 Rule 3 of the C.P.C. because if no order is passed, the object of granting injunction would be defeated by delay.

06. The photographs submitted by the plaintiffs show that their pipeline is in danger of being damaged. In these days

irrigation to crop is essential. So also, if the pipeline is damaged, it may cause huge economic losses to the plaintiffs.

07. Defendant No.1 is a party to the consent deed who has given consent to the plaintiffs to pass pipeline of the plaintiff through his land. Therefore, prima facie the contract which is created between the plaintiffs and defendant No.1 by way of consent deed is binding on the lease between defendants No.1 and 2 and the concerned company of which defendants No.4 and 5 are the directors. Defendant No.1 cannot go beyond the contract with the plaintiff. Therefore, defendants No.4 and 5 are bound by the consent given by defendant No.1 to the pipeline of the plaintiffs as per the consent deed.

08. Sai Datta Green Energy is a private limited company. Thus, whether the project undertaken by the company of defendants No.4 and 5 is an infrastructural project or not cannot be decided at this stage and on the basis of the documents submitted by the plaintiffs because the plaintiffs are the third party.

09. As aforesaid, defendant No.1 is a party to the consent deed and he is a lessor, defendants No.4 and 5 are the lease holders. The project undertaken by the company of defendants No.4 and 5 is damaging pipeline of the plaintiffs passing through the land of defendant No.1. In the circumstances, in order to save the property i.e. the pipeline of the plaintiffs passing from the land of defendant No.1 from threat of being damaged, it is necessary to grant status quo and

to direct all the parties to keep the position of the pipeline as on today till the further order. Defendant No.2 is not a party to the consent deed, the land adm.4 H. 31 R independently stands in the name of the defendant No.2 on the 7/12 extract of gat No.21. Hence, it is not proper to pass any order in respect land of defendant No.2. In result, the application deserves to be partly allowed. Hence, I pass the following order;

ORDER

1. The application is partly allowed in respect of land in the name of defendant No.1 in gat No.21.
2. The plaintiffs and defendant No.1, 4 and 5 to maintain status quo in in respect of the pipeline of the plaintiffs passing through the land in gat No.21 in the name of defendant No.1 till further order.
3. The status quo shall mean the position of the pipeline shall be kept as it is as on today.
4. The plaintiffs to comply order 39 Rule 3 (a) of the C.P.C. immediately and report the compliance to the Court.

Place: Ahmedpur.

(Swanandi D. Wadgaonkar)

Date:- 29.10.2025.

Jt. Civil Judge, J.D., Ahmedpur.