



Md. Ajaj Gulam Mustafa
Vs.
Aminabegum Gulam Mustafa & ano.

ORDER BELOW EXHIBIT NO.05 IN
REG.CIVIL SUIT NO.29/2026

The present application has been filed by the plaintiff under Order 39, Rules 1 and 2 of the Code of Civil Procedure, 1908 against defendant nos. 1, 2, and 5 to 7, seeking a temporary injunction to restrain them from causing any interference, or obstruction to his peaceful possession and enjoyment over the suit property.

Brief Facts of the Plaintiff's Case:

02. Description of the Suit Property: Old Gat No. 63/1, present Gat No. 63, admeasuring 1 Hectare 30 Are, situated at Village-Gokunda, Taluka-Kinwat, District -Nanded, bounded as under:

East: Land of Illiyaz Ghulam Mustafa

West: Land of Khudbuddin and Abdul Kadar (currently the property purchased by Abdul Shabir Abdul Gani out of Gat No. 61)

North: Land of Noorkhan (currently land in possession of Niyaz Khan, Nisar Khan, Najar Khan, and Arshad Khan)

South: Digdi-Mangabodi Road

The aforementioned property is the subject matter of the suit and is hereinafter referred to as the "**suit property**" for the

sake of convenience.

03. The Plaintiff contended that he purchased the suit property from the original owner, Ramesh Vyankana Sirmanwar, vide registered sale deed No. 470 dated 17/03/1993. Since then, the plaintiff has been the absolute owner and in possession of the suit property. Accordingly, the Plaintiff's name has been duly mutated in the Record of Rights of the suit property. The plaintiff resides at Adilabad, State of Telangana, for work purposes; hence, he cultivates and possesses the suit property personally as well as through his labourers.

04. It is further contended by the plaintiff that his father had purchased a property admeasuring 02 Hectares 02 Are out of Gat No. 63/2 in the name of defendant no. 1 from defendant No. 3 (Kalavati Bai) vide registered sale deed no. 1684 dated 10/06/1992. Furthermore, defendant no. 2 purchased a property admeasuring 01 Hectare 30 Are out of Gat No. 63/1 from the original owner, Ramesh Sirmanwar, vide registered sale deed no. 469 dated 17/03/1993. Accordingly, the plaintiff, defendant no. 1, and defendant no. 2 were in possession of their respective purchased properties.

05. The plaintiff further submitted that defendant no. 1 executed a sale deed on 24/04/2024, conveying a portion admeasuring 01 Hectare out of her purchased property to defendant no. 5 by citing incorrect boundaries. Similarly, defendant no. 2 sold his purchased property admeasuring 01 Hectare 30 Are

to defendant no. 4 by showing an incorrect Gat number and faulty boundaries. Consequently, subsequent sale deeds were also executed with incorrect boundaries. All these sale deeds are alleged to be illegal, void ab initio, and not binding upon the suit property of the plaintiff.

06. In these circumstances, the plaintiff was constrained to file the present suit seeking a declaration of his ownership over the suit property, a declaration that the sale deeds executed by defendant nos. 1 and 2 in favour of the other defendants are illegal and non-binding, and a consequential relief of a permanent injunction restraining the defendants from interfering with his possession. By way of the present application, the plaintiff has sought a temporary injunction against defendant nos. 1, 2, and 5 to 7.

Brief case of the Defendants:

07. Defendant Nos. 1 and 5 to 7 resisted the application by filing their reply at exhibit nos. 27, 29 and 31 respectively. They contended that they have legally transferred the properties belonging to their lawful ownership. They claim to be in actual possession of the properties purchased by them, where plotting has been developed and plots have been sold to various buyers. They have also raised an objection regarding the non-joinder of necessary parties to the suit. Defendant nos. 5 to 7 claim to be bona fide purchasers for value without notice and have prayed for the dismissal of the application with costs.

08. Considering the rival contentions between the parties, the following points arise for my determination and I have recorded my findings thereon with reasons as stated below.

<u>SR.</u> <u>NO.</u>	<u>POINTS</u>		<u>FINDINGS</u>
1)	Whether the plaintiff has made out prima-facie case?	...	YES
2)	Whether the balance of convenience is in favour of the plaintiff?	...	YES
3)	Whether irreparable loss would be caused to the plaintiff, if the injunction as prayed is refused?	...	YES
4)	What order?	...	AS PER FINAL ORDER.

-: REASONS :-

09. In order to support their respective claim and defence both the parties have placed reliance on various documentary evidence. The reference of said documents will be made in my discussion at the relevant place. Heard Ld. Advocates for both the parties at sufficient length.

AS TO POINT NOS.1 to 3 :-

10. Before adverting to the merits of the application, it is necessary to note the admitted facts between the parties. It is not disputed that survey no. 63, situated at Village Gokunda, Taluka-Kinwat, District Nanded, originally belonged to the ownership of Ramesh Sirmanwar. Out of the said land, he sold the eastern

portion admeasuring 02 Hectares 02 Are to defendant no. 3, Kalavati Bai. Thereafter, defendant no. 3 (Kalavati Bai) sold the said purchased property to defendant no. 1, Aminabegum. This portion was sub-divided and designated as survey no. 63/2.

11. Similarly, the original owner, Ramesh Sirmanwar, sold a portion admeasuring 01 Hectare 30 Are out of survey no. 63/1, located to the west of Aminabegum's land, to defendant no. 2. Further, the land admeasuring 01 Hectare 30 Are situated to the west of defendant no. 2's land was sold to the plaintiff. In this manner, the original survey no. 63 was sub-divided into three parts- the easternmost portion belonged to defendant no. 1, the portion adjacent to its west belonged to defendant no. 2, and the portion to the extreme west belonged to the plaintiff. There is no dispute between the parties regarding this sequence of sale and sub-division.

12. The specific contention of the plaintiff is that defendant nos. 1 and 2 have executed sale deeds in favour of defendant nos. 4 to 7 by inserting incorrect boundaries. He contended that these sale deeds are illegal, and on the strength of these documents, the defendants are creating obstruction to the plaintiff's possession over the suit property. In such a situation, it is pertinent to note the boundaries mentioned in the original sale deeds of defendant nos. 1 and 2, and compare them with the boundaries mentioned in the subsequent sale deeds executed by them in favour of defendant nos. 4 to 7.

13. The boundaries of the property purchased by defendant no. 3 (Kalavati Bai) from the original owner Ramesh Sirmanwar in the year 1981 are as follows:

East: Field of Kishtanna and Narsimulu

West: Part of Survey No. 63

North: Part of Survey No. 63

South: Pandhan (Cart-track)

Thereafter, Kalavati Bai executed a sale deed for the very same property in favour of defendant no. 1 in the year 1992, with the following boundaries:

East: Lands of Mukundrao, Narsimulu, Ramlu and Kishtanna

West: Land of Mohammed Khudbuddin

North: Field of Noorkhan

South: Gokunda-Digdi-Mangabodi Road

Subsequently, when defendant no. 1 sold an area of 01 Hectare out of the said property to defendant No. 5 (Abdul Fazal) in the year 2024, the boundaries were described as under:

East: Remaining land out of the same survey/Gat Number

West: Survey No. 61

North: Remaining agricultural land

South: Road leading to Digdi-Mangabodi

14. Perusal of the boundaries mentioned in the aforementioned sale deeds reveals that Kalavati Bai, instead of

conveying the property with the exact boundaries she had acquired from the original owner, altered them when selling to defendant no. 1 (Aminabegum). In the western boundary, instead of showing the remaining portion of survey No.63, the land of Mohammed Khudbuddin (the holder of survey No. 61) was erroneously shown. Similarly, when Aminabegum sold the land to defendant no. 5 in the year 2024, she ought to have shown the remaining land of survey no. 63 (i.e., the land of defendant no. 2) on the western boundary, but instead, she showed survey no. 61. This clearly indicates that while defendant no. 1 was required to possess and further alienate the property within the exact boundaries acquired from Kalavati Bai, she alienated it by wrongly altering the western boundary. On the basis of such incorrect boundaries in the sale deed, it cannot be held that actual possession of the suit property was delivered to defendant no. 5.

15. Moving further, the boundaries in the sale deed of the property purchased by defendant no. 2 from the original owner, Shri Ramesh Sirmanwar, are as follows:

East: Property of Amina Begum (defendant no. 1)

West: Property of Ajaj Ghulam Mustafa (Plaintiff)

North: Property of Noorkhan

South: Road leading from Dagdi to Mangabodi

Thereafter, defendant no. 2 (Iliyaz) sold his purchased property to defendant no. 4 (Noor Mohammed Haji Ibrahim) in the year 2008, wherein the boundaries were recorded as:

East: Field of Kerba Tukaram

West: Field of Noor Mohammed Ghulam Mohammed

North: Field of Noorkhan

South: Field of plaintiff Iiyaz

16. At this juncture, it is to be noted that when defendant no. 2 originally purchased the land, his eastern boundary showed the property of defendant No. 1. Therefore, at the time of subsequent sale, he was bound to show the property of defendant no. 1 on the east; however, the field of Kerba Tukaram was shown instead. Similarly, while he was required to show the plaintiff's property on the western boundary, the field of Noor Mohammed Ghulam Mohammed was shown. This unequivocally establishes that defendant no. 2 did not sell the property to defendant no. 4 within the boundaries he originally purchased, but materially altered the boundaries.

17. Thereafter, defendant no. 4 (Noor Mohammed) sold the said property to defendant no. 7 (Gajanan Narlawar) in the year 2010. The boundaries in that sale deed are described as follows:

East: Field of Uttam Kendre

West: Field of Dagdelwar

North: Field of Isakhan Sardarkhan

South: Field of Amina Begum

18. A perusal of these boundaries reveals that defendant no. 4 again altered the boundaries of the property he acquired from

defendant no. 2 while conveying it to defendant no. 7. Crucially, they have completely omitted the plaintiff's property from all sides of the boundaries. It is necessary to mention that defendant nos. 1 and 2 were legally bound to transfer the properties to defendant nos. 4 to 7 strictly within the boundaries they had originally acquired from the original owner. Instead, they and subsequent purchasers (defendant nos. 4 to 7) repeatedly modified the boundaries from time to time during successive sales. A most important fact to be noted that the plaintiff has not sold his property (the suit property) to anyone till date. He has not given his consent to any of the sale deeds executed by the defendants. Therefore, the ownership of the plaintiff over the suit property is prima-facie established through his title deed and the revenue record.

19. It cannot be said that the defendants acquired lawful possession over the suit property on the strength of sale deeds executed with periodically manipulated boundaries. Though defendant nos. 5 and 6 claim to have laid out plots and sold them, it appears that such plotting was done without obtaining any valid statutory permissions or non-agricultural (NA) sanctions. The layout produced on record is approved merely by the Gram Panchayat. There is absolute absence of evidence on record to show whether the Gram Panchayat, while granting such permission, verified the compliance necessary for converting land to non-agricultural use. There is also no evidence to show whether any physical survey or measurement by the Land Records Department

was conducted before approving the layout. Thus, a prima-facie conclusion can safely be drawn that the defendants, by inserting incorrect boundaries in their title deeds, are causing interference and obstruction to the plaintiff's lawful possession over the suit property.

20. The plaintiff has successfully established a prima facie case regarding his title and actual possession over the suit property. He has also demonstrated that the defendants have executed successive sale deeds by projecting incorrect boundaries. Thus, the plaintiff has proved a prima-facie case in his favour. As noted above, the plaintiff has neither alienated his land nor consented to the sale deeds executed by the defendants. The acts of the defendants appear to be prima-facie illegal. Consequently, the balance of convenience heavily tilts in favour of the plaintiff. Under these circumstances, if the temporary injunction is refused, the plaintiff will suffer irreparable injury and loss which cannot be compensated in terms of money. Conversely, since the actions of the defendants are prima-facie unlawful, no prejudice or injury will be caused to them if the application is allowed. Hence, I answered point nos. 1 to 3 in the affirmative.

AS TO POINT NO.4:-

21. Thus, in view of the detailed findings in aforesaid points, the plaintiff has established a prima-facie case, the balance of convenience is in his favour, and he has proved that he will suffer irreparable loss if the temporary injunction is rejected. Therefore,

the application of the plaintiff deserves to be allowed. Hence, in answer to point No.4, I proceed to pass the following order.

:-O R D E R:-

01)	The application for a temporary injunction (Exh. No.05) is hereby allowed.
02)	Defendant nos. 1, 2, and 5 to 7, or anyone acting on their behalf, are hereby restrained by way of a temporary injunction from causing obstruction or interference to the peaceful possession and enjoyment of the plaintiff over the suit property until the final disposal of the suit.
03)	Cost of this application be cost in cause.

(Dictated and pronounced in open court)

(P. M. Mane)

Date:- 18/07/2026.
Kinwat.

Civil Judge, Jr. Division,
Kinwat.

Certificate

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

Name of the Stenographer : S.M.Chitmalwar
Court Name : Court of C.J.J.D., Kinwat
Date : 18/07/2026
Order signed by
the Presiding Officer on : 18/07/2026
Order uploaded on : 18/07/2026

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