

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION RAMTEK,  
TAHASIL - RAMTEK, DISTRICT- NAGPUR

MHNG130028712025



**Spl.Civil Suit No.118/2025**

**( Lata Janaklal Gajbhiye V. Ravishankar Harinath Pal )**

(Appearance for Plaintiffs Ld. Advocate Shri. M. C. Falekar  
Appearance for defendants Ld. Advocate Shri. S. M. Kushwaha)

**ORDER BELOW EXH.5**

(Passed on this 22<sup>th</sup> day of April, 2026)

This is an application filed by plaintiffs under Order 39 Rule (1) (a & c) of Code of Civil Procedure for restraining the defendants from disposing of suit property or creating third-party rights, in any manner until the decision of the suit.

02. In short, case of the plaintiffs can be summarized as follows-

The plaintiffs have instituted the present suit seeking declaration, cancellation, of sale deed and consequential injunction in respect of agricultural land bearing survey No. 47/2, admeasuring 1.62 Hectares, situated at Mouza Wagholi, Tahsil-Parseoni, District-Nagpur. It is the case of the plaintiffs that, the said property is their ancestral property and they are the lawful owners thereof. Out of the total land, the plaintiffs intended to sell only a portion admeasuring 0.20 Hectares.

03. It is averred that a broker, Ratan Meshram, introduced one person namely Sudhir Ramkrushna Jangam as a prospective purchaser for the said 0.20 Hectares. Negotiations culminated in an agreement whereby the said portion was agreed to be sold for a consideration of Rs. 12,50,000/-.

Part payment of Rs.2,04,000/- was allegedly made by issuing cheques to the plaintiffs. Additionally, a short-term loan of Rs.50,000/- was advanced and subsequently repaid by the plaintiffs.

04. The plaintiffs further contended that by taking undue advantage of their lack of education and understanding, Ratan Meshram obtained their signatures and thumb impressions on blank papers under the pretext of documentation and publication requirements. It is specifically alleged that the contents of the documents were neither disclosed nor read over to them, and they were not permitted to verify the same. Thereafter, on 14/11/2025, broker Ratan contacted plaintiff No.1's husband, and informed that, Sudhir Jangam would arrange for a vehicle to bring the plaintiffs to remain present before the office of the Sub-Registrar at Kamptee for the purpose of registration of an agreement to sale to the extent of 00 H. 20 R. Thereafter all remained present at Sub-Registrar Office and signed the document without reading it.

05. It is further contended that, thereafter, the plaintiffs came to know about the fraudulent transaction when unusually large amounts were credited into certain plaintiffs bank account. Upon inquiry and after obtaining a certified copy of the registered document dated 14/11/2025 from the Sub-Registrar's Office. It was revealed that the defendants had executed a sale deed for the entire land admeasuring 1.62 Hectares, Instead of the agreed 0.20 Hectares.

06. The plaintiffs thereafter approached the concerned authorities, including the police and revenue officials, by lodging complaints and raising objections to mutation proceedings. It is asserted that the defendants have acted with fraudulent intent, misrepresentation, and undue influence, thereby depriving the plaintiffs of their valuable property. The plaintiffs claim that being less educated and vulnerable, they were deceived into executing

documents detrimental to their rights. Therefore, under these circumstances, plaintiffs are constrained to file present application to seek interim protection to their interest in the suit property against the defendants until the disposal of suit.

07. On the other hand, defendants have filed there reply at Exh.17. The defendants have raised a preliminary objection that the suit suffers from non-joinder of necessary and proper parties, inasmuch as the plaintiffs themselves have referred to certain persons, namely Shailesh Gabhhiye, Sudhir Jangam, Ratan Meshram and others, but have failed to implead them in the present proceedings. According to the defendants, in the absence of such parties, effective adjudication is not possible and the suit is liable to be dismissed on this ground alone.

08. It is the specific case of the defendants that they are bona fide purchasers of the suit property, having purchased the same from the recorded owners i.e. the plaintiffs. The plaintiffs had personally attended the office of the Sub-Registrar at Kamptee and executed a registered sale deed dated 14.11.2025 in favour of the defendants for a total consideration of Rs. 29,90,000/-. The said consideration was paid through various cheques issued in favour of the plaintiffs and their family members, as detailed in the sale deed, and the plaintiffs accepted the same without any protest.

09. The defendants further contend that the entire transaction was carried out transparently and after due verification. The plaintiffs were accompanied by their Advocate, who had read and explained the contents of the sale deed prior to its execution. The document was drafted by an Advocate engaged by the plaintiffs themselves, and the same was executed only after full understanding and consent. The cheques issued towards consideration were duly encashed by the plaintiffs, thereby confirming receipt of the entire sale consideration.

10. It is also asserted that the defendants are in lawful possession of the suit property and are cultivating the same. The sale transaction pertains to land admeasuring 1.62 H.R. and was effected voluntarily, without any coercion, fraud or misrepresentation. Prior to execution of the sale deed, a public notice was issued by the defendants, inviting objections, if any; however, neither the plaintiffs nor any third party raised any objection to the proposed transaction.

11. The defendants have further emphasized that the sale deed was drafted in Marathi, a language known to the plaintiffs, and that both the plaintiffs and their Advocate had read and understood its contents before execution. Having accepted the consideration and executed the registered document, the plaintiffs are now estopped from challenging the transaction. In the absence of any subsisting cause of action, the suit as well as application for temporary injunction is not maintainable and is liable to be rejected.

12. Heard learned advocate of plaintiffs and defendants. I have perused documents filed on record.

13. Considering the nature of controversy, the following points arise for determination of the application and I have recorded my findings thereon with reasons as follows :-

Sr. No.	<u>POINTS</u>	<u>FINDINGS</u>
1.	Whether there is a prima facie case in favour of plaintiffs ?	In the negative
2.	Whether there is balance of convenience in favour of plaintiffs ?	In the negative
3.	Whether plaintiffs would suffer irreparable loss, if interim relief is refused ?	In the negative.

4.	What order ?	Application is rejected.
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### REASONS

#### AS TO POINT NO. 1 TO 3 :-

14. All points are interconnected to each other, therefore, they are required to be taken up together. In order to seek interim injunction, plaintiff must show that he has prima facie case and balance of convenience in his favour. In addition to this, plaintiff must further show what hardship would be caused to him if injunction is not granted.

15. Before considering prayer of plaintiff, the settled position of law on this point, needs to be mentioned herein. The cardinal principles for grant of temporary injunction are spelt out by the Hon'ble Apex Court in landmark judgment of Dalpat Kumar vs. Pralhad Singh [(1992) 1 SCC 719], wherein it has held that-

*“It is settled law that the grant of injunction is a discretionary relief. The exercise thereof is subject to the court satisfying that (1) there is a serious disputed question to be tried in the suit and that an act, on the facts before the court, there is probability of his being entitled to the relief asked for by the plaintiff/defendant; (2) the court's interference is necessary to protect the party from the species of injury. In other words, irreparable injury or damage would ensue before the legal right would be established at trial; and (3) that the comparative hardship or mischief or inconvenience which is likely to occur from withholding the injunction will be greater than that would be likely to arise from granting it”.*

16. It is pertinent to note here that the party is not entitled to an order of injunction as a matter of right. The Hon'ble Apex Court in the case of Shiv Kumar Chadha Etc. Etc. vs. Municipal Corporation of Delhi [1993

SCC (3) 161] reiterated the said dictum and held that;

*“It has been pointed out repeatedly that a party is not entitled to an order of injunction as a matter of right or course. Grant of injunction is within the discretion of the Court and such discretion is to be exercised in favour of the plaintiff only if it is proved to the satisfaction of the Court that unless the defendant is restrained by an order of injunction, an irreparable loss or damage will be caused to the plaintiff during the pendency of the suit”.*

17. In the backdrop of the aforesaid settled legal position, it becomes imperative to examine the respective pleadings and rival contentions advanced on behalf of both sides with due care, caution, and circumspection.

18. It is the specific case of the plaintiffs that the defendants have fraudulently procured the execution of a sale deed, though the transaction was allegedly confined only to an agreement to sell to the extent of 20 R. Per contra, it is the defence of the defendants that the sale deed was voluntarily executed by the plaintiffs for valid and lawful consideration.

19. Before adverting to the rival submissions, it is necessary to note that it is a settled proposition of law that a registered sale deed carries with it a presumption of validity and genuineness. Registration is not a mere procedural formality, but a solemn act which lends sanctity and authenticity to the document. It is equally well settled that the burden to rebut such presumption squarely lies upon the person who challenges the registered instrument.

20. While considering the contention of the plaintiffs that the sale deed has been fraudulently executed by the defendants, it is pertinent to note that the plaintiffs have produced a xerox copy of the sale deed on

record. A perusal thereof indicates that it is a registered document and, therefore, carries a presumption of genuineness and due execution unless the contrary is established. In other words, the grievance raised by the plaintiffs appears to be a matter requiring trial and cannot be adjudicated in the absence of cogent evidence at this stage.

21. It is further contended by the plaintiffs that the document in question was intended to be an agreement to sell, but the defendants, by playing fraud, got a sale deed executed. While appreciating this contention, it is to be noted that the plaintiffs have failed to place on record any xerox copy of the alleged agreement to sell which could demonstrate that such an agreement existed prior to the execution of the sale deed and that the agreement alone was intended to be registered. In the absence of such foundational document, the contention of the plaintiffs lacks substantiation and, in any event, raises a triable issue which cannot be conclusively determined without evidence at this stage.

22. It is also material to note that the impugned sale deed is executed in Marathi language and that the plaintiffs, except plaintiff No.4, have affixed their signatures thereto. This circumstance prima facie indicates that plaintiff Nos.1 to 3 are literate and capable of reading and understanding the contents of the document. In such a scenario, the allegation that the defendants misrepresented the nature of the document appears, at this juncture, to be inherently improbable.

23. Significantly, the plaintiffs have not produced the affidavit of the broker, namely Ratan Meshram, who is stated to have acted as an intermediary in the transaction between the parties, so as to substantiate the assertion that the transaction was confined only to 20 R and that merely an agreement to sell was intended. The plaintiffs have also failed to place on record the affidavit of Advocate Sashank Wanjari, who allegedly drafted the

sale deed, to establish that the document was intended to be an agreement to sell or that the sale deed was to be executed only to a limited extent of 20 R. This omission further weakens the plaintiffs' case at this stage.

24. It is pertinent to note that both the attesting witnesses to the sale deed, namely Kailash Khandar and Ashok Yadav, have filed their affidavits on record categorically stating that the sale deed was duly executed by the plaintiffs after accepting the earnest amount and that, prior to signing, the contents of the document were read over and explained to them by Advocate Wanjari. Thereafter, the parties affixed their signatures to the sale deed. This material clearly indicates that the contention of the plaintiffs regarding fraudulent execution of the sale deed is not prima facie believable in the absence of substantive evidence.

25. Lastly, it is material to note that, the plaintiffs have failed to plead as to how defendants came to be concerned with suit transaction particularly, when the agreement to sale was supposed to be executed in favour of person namely Sudhir Jangam. There is complete absence of material pleadings explaining the nexus between the defendants and Sudhir Jangam. Furthermore, the plaintiffs have not offered any explanation whatsoever, as to why sale-deed was not ultimately executed in favour of Sudhir in whose favour agreement to sale or oral transaction had been effected. This omission goes to the root of matter particularly, affect the case of the plaintiffs on the point of fraud. In order to plead a case of fraud, the plaintiffs are supposed to explain each and every situation so as to show that how fraud was played by the defendants.

26. In view of the foregoing discussion, it is evident that the contentions raised by the plaintiffs essentially involve disputed questions of fact which require adjudication upon full-fledged trial. The plaintiffs have failed to produce any substantive material to prima facie establish that fraud

was played upon them by the defendants in the execution of the sale deed pertaining to the suit property. Consequently, I find that the plaintiffs have failed to establish a prima facie case and that the balance of convenience does not tilt in their favour. It is also apparent that if interim relief is refused, no irreparable loss or injury would be caused to the plaintiffs. On the contrary, the plaintiffs are adequately protected under Section 52 of the Transfer of Property Act. However, if interim relief is granted, the defendants are likely to suffer irreparable loss which cannot be compensated in monetary terms. Hence, all the points are answered in favour of the defendants.

**AS TO POINT NO. 4 :**

27. In view of the findings recorded on Point Nos. 1 to 3, the present application does not merit acceptance and deserves to be rejected. Accordingly, I proceed to pass the following order.

**ORDER**

- 1] The application is hereby rejected.
- 2] The order of status-quo stands vacated.
- 3] Costs in cause.

Nagpur.  
Dated : 22/04/2026.

(S. M. Sarode)  
Civil Judge Senior Division,  
Ramtek.

**CERTIFICATE**

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

Name of Stenographer : R. J. Khobragade, Stenographer (Grade II)