

**ORDER BELOW EXH.5 IN R.C.S.NO.161/2019.**

Perused application, affidavit, documents filed by the plaintiffs and record. Heard learned advocate V.G.Babar on behalf of plaintiff. It is claimed that the defendant has entered into an agreement to sale for sale of suit property for consideration on Rs.2,00,000/- out of which Rs.1,50,000/- has been paid to the defendant. It was accordingly reduced into writing and the same was notarized after execution. It was agreed that on payment of remaining amount of Rs.50,000/-, the sale-deed would be executed. However, according to plaintiff, now the defendant is selling it to some other persons. Accordingly, present application is moved.

2. Defendant appeared but failed to file say to present application. Hence, application is proceeded without say of defendant.

3. Perused the application. Heard Ld. Counsel for plaintiff. Considering the controversy between the parties, following points arose for my determination and I am submitting my reasons to them as under:-

S.N.	Points	Findings
1	Whether plaintiff has <i>prima-facie</i> case?	Yes
2	Whether balance of convenience lies in favour of plaintiff?	Yes

3	Whether irreparable loss will be caused to plaintiff, if injunction refused?	Yes
4	What order?	Application is allowed

: REASONS :

As to Point Nos.1 to 3 :-

4. It is contention of plaintiff that, defendant is trying to sell the suit property. In that regard, document styled as “agreement to sale” executed between the parties, dated 06.10.2018 for value of Rs.1,50,000/- is filed by plaintiff at Exh.3/2, shows that, plaintiff has paid Rs.1,00,000/- and further agreed to pay remaining amount at the time of execution of the sale deed. As per contention of plaintiff, he is ready to pay remaining amount but, defendant is avoiding to execute the sale deed. Thus, defendant failed to execute sale deed in favour of plaintiff within stipulated period of 45 days. Therefore, plaintiff issued notice to defendant through advocate on 20.02.2019, but defendant has not given reply to said notice.

5. Defendant failed to file his say to this application, hence it is clear that prima-facie case is in favour of plaintiff. If, as per the contention of plaintiff, defendant sells the suit property to another person then, irreparable loss will be caused to the plaintiff.

6. As I state earlier, plaintiff has prima-facie case. The balance of convenience lies in favour of plaintiff. If injunction not

given in favour of plaintiff and if defendant ruthlessly create any interest in the suit property, as apprehended by plaintiff, then it would cause great loss to the plaintiff. Hence, I am answering all the three ingredients for grant of equitable relief, in the affirmative and in view of point No.4, I proceed to pass the following order:-

**: ORDER :**

1. Application is allowed.
2. Defendant, his agents, servants, legal heirs or anybody on his behalf are hereby temporarily restrained till final decision of this suit from creating any kind of third party interest in respect of the suit property.
3. Costs in cause.

**Sangli.**

**Date : 02.01.2020**

**(N.B.Ghatage)**

**3<sup>rd</sup> Jt. Civil Judge, Junior Division,**

**Sangli**

**C E R T I F I C A T E**

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

Name of the Stenographer : U.P. Patil (Grade-III)

Court Name : 3<sup>rd</sup> Jt. C.J.J.D. & J.M.F.C., Sangli

Date of judgment/order : 02.01.2020

Judgment/Order signed by the

Presiding Officer on : 02.01.2020

Judgment/Order uploaded on : 03.01.2020