

ORDER BELOW EXH. 5
(Delivered on 30th of August, 2018)

01] The plaintiffs have moved this application under Order 39 Rule 1 and 2 of C.P.C.

02] The factual matrix of plaintiffs' case is recapitulated in brief as follows:-

The land Gat no.199 was originally owned by Jyoti Gaikwad. In the year of 1987 there was partition of land Gat no.199 between plaintiff no.2 and his brothers namely Jalindar, Sudam and Hari. The said partition was effected in the revenue record vide mutation entry no.1396. Prior to that the State Government has acquired the western sides land adm. 2H 2R out of Gat no.199 for rehabilitation of project affected persons. The said land is numbered as Gat no.199/A. On 11.05.1988 the State Government allotted the said land Gat no.199/A to Bhanudas Deshmukh and Kalyan Deshmukh. Bhanudas Deshmukh being power of attorney holder of Kalyan came into possession of whole land Gat no.199/A adm. 2H 2R. The name of Bhanudas Deshmukh came to be recorded in the 7/12 extract vide mutation entry no. 1499 in pursuance of said allotment. On 10.09.1989 there was again partition between plaintiff no.2 and his brothers and the same is effected vide mutation entry no.1626. In the said partition, the suit land Gat no.199/B/1 adm. 4H 2R came to be allotted to plaintiff no.2 and the land Gat no. 199/B/3 came to be allotted to the mother of defendant no.5 and 6 namely Tai Gaikwad. In fact though the suit land Gat no.199/A was shown to be allotted to Bhanudas Deshmukh but plaintiffs remained in possession of the same. As the said suit land Gat no.199/A is situated adjacent to the suit land Gat no.199/B/1, it remained into the possession of plaintiffs. As the said suit land Gat no.199/A was inconvenient to Bhanudas Deshmukh for cultivation, he agreed to sale the same to plaintiff no.2 for the consideration of Rs.76,000/- and in pursuance of

said agreement handed over the possession to plaintiff no.2. He has executed agreement to sale and the possession receipts on 15.11.1991 in favour of mother of plaintiff no.2. As the said land requires permission for alienation, they agreed to execute the sale deed after getting permission from the competent authority. In such way, the plaintiffs came into the possession of said suit land Gat no.199/A. As the suit lands Gat no.199/B/1 and 199/B/2 are allotted in the partition to the plaintiffs they are in peaceful possession of the same.

03] Thereafter, Kalyan Deshmukh inspite of having knowledge of said agreement to sale not raised any objection and therefore his rights came to be extinguished. Inspite of that Kalyan Deshmukh in collusion with revenue authority succeeded to get recorded his name in the revenue record of the suit land Gat no.199/A to the extent of land adm. 1H 1R on 08.12.1994 vide mutation entry no.1286. Thereafter, the legal heirs of Kalyan Deshmukh in order to deprive the plaintiffs from their rights applied to defendant no.1 to 3 for the returned of the said land and illegally executed relinquishment deed in favour of defendant no.1 on 04.08.2011. Thereafter, the name of defendant no.3 is illegally recorded in the 7/12 extract of the suit land Gat no.199/A vide mutation entry no.4578. Inspite of that, the plaintiffs remained into the possession of said suit lands. After the death of Bhanudas his legal heirs get recorded their names in the 7/12 extract. Thereafter, they obtained order from defendant no.3 and on the strength of it illegally executed sale deed in favour of defendant no.5 and 6 on 26.02.2013. Thereafter, the defendant no.5 and 6 again get executed correction deed on 07.03.2015. Inspite of said sale deed the defendant no.5 and 6 never came into possession of any portion out of the said suit land Gat no.199/A. The defendant no.5 and 6 thereafter instituted suit R.C.S.no 126/2015 and succeeded to obtain the order of temporary injunction in their favour. Plaintiffs being aggrieved by said order moved an

appeal to the Hon'ble District Court and succeeded to get stayed the said order. The defendant no.5 and 6 have no concern with the suit land. In spite of it, on the strength of sale deed dated 26.02.2013 they are trying to obstruct the possession of plaintiffs over the suit land. Similarly, the defendant no.1 to 4 taking benefit of false revenue record issued notice to plaintiffs to remove encroachment. The defendant no.1 to 4 trying to evict the plaintiffs from the suit lands illegally. It constrained the plaintiffs to institute the present suit and to move the present application seeking the relief of temporary injunction.

04] Pursuant to suit summons issued the defendant no.1 to 4 appeared before the court but failed to file any reply to present application within stipulated period and therefore the application is proceeded further without reply of defendant no.1 to 4.

05] Pursuant to the notice issued the defendant no.5 and 6 appeared before the court and resisted present application by filing reply at exh.33. The defendant no.5 and 6 have admitted the fact that the land Gat no.199 was originally owned by Jyoti Gaikwad and the same is partitioned in the year of 1987 as well as in the year of 1989. But they have denied rest of the contention of plaintiffs in toto. As per their contention in the year of 1989 in partition the land Gat no.199/B/3 came to be allotted to their mother namely Tai. Thereafter in the year of 2011 there is partition of said land in between defendant no.5, 6 and their wives respectively. In the partition the western sides land adm. 2H 1R came to be allotted to the share of wife of defendant no.5 namely Reshma and the eastern sides land adm. 2H 1R came to be allotted to the share of defendant no.5. Similarly, the western sides land adm. 2H 1R out of land Gat no.199/B/4 came to be allotted to the share of defendant no.6 and eastern sides land adm. 2H 1R came to be allotted to the share of wife of defendant no.6 namely Sadhana. As per their contention since

from said partition they are in peaceful possession of their respective portion of said lands. As per their contention the lands of defendant no.5 and 6 are not situated adjacent to the suit land Gat no.199/B/1 and 199/B/2. On this count they specific denied the contention of plaintiffs with regard to causing obstruction to the possession of plaintiffs over the said suit lands.

06] As per their further contention the suit land Gat no.199/A was allotted to Bhanudas Deshmukh and Kalyan Deshmukh. After the death of Bhanudas the names of his legal heirs came to be recorded in the 7/12 extract. After the death of Kalyan, names of his legal heirs also came to be recorded in the 7/12 extract. As per their further contention the legal heirs of Kalyan returned their respective land which is situated towards the eastern side to defendant no.3. As per their further contention the legal heirs of Bhanudas sold their respective land adm. 1H 1R situated towards the western side to them on 26.02.2013 and since from the date of said sale deed they became owner and possessor of said portion out of the land Gat no.199/A. The defendant no.5 and 6 have specifically denied the contention of plaintiffs with regard to his possession over the suit land Gat no.199/A. As per their further contention the present suit merely seeking the relief of injunction is not tenable in the eyes of law. On this count they prayed to reject the application.

07] Heard learned counsel for plaintiffs and defendant no.5 and 6 at considerable length.

08] In view of rival pleadings made from the both sides and submission raised, the following points arise for my determination and I have recorded my findings thereon, for the reasons given below.

POINTS**FINDINGS**

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|----|---|-------------------------|
| 1] | Whether plaintiffs prove that, they have prima-facie case? | ...In The Negative. |
| 2] | Whether plaintiffs prove that, balance of convenience is tilting in their favour ? | ...In The Negative. |
| 3] | Whether plaintiffs prove that, if the temporary injunction is not granted, it will cause irreparable loss to them ? | ...In The Negative. |
| 4] | What order? | ... As per final order. |

-: R E A S O N S :-**AS TO POINTS NO.01 TO 03 :-**

09] The above mentioned points are interlinked and connected to each other and therefore in order to avoid repetition of appreciation of evidence and for sake of brevity, I proceed to discuss and decide them conjunctively. In this suit, it is the contention of plaintiffs that they are in possession of suit land Gat no.199/A in pursuance of agreement to sale dated 15.11.1991. It is their further contention that they are in possession of suit land Gat no.199/B/1 and 199/B/2 as an owner as the said suit lands are allotted to their share in the partition. As per their further contention the defendant no.1 to 6 without having any right or title and possession over the said suit lands attempting to obstruct their peaceful possession over the said suit lands and also trying to encroach over it. Per contra, as per the contention of defendant no.5 and 6 the plaintiffs are in possession of suit land Gat no.199/B/1 and 199/B/2 but their lands are not situated adjacent to said suit lands and therefore there is no question of causing any obstruction or making encroachment by them over said suit lands. With regard to suit land Gat no.199/A it is the contention of defendant no.5 and 6 that they have purchased the eastern sides land adm. 1H 1R out of said land from the legal heirs of

Bhanudas Deshmukh and became the owner and possessor of it. As per their further contention the remaining western sides portion adm. 1H 1R is in possession of defendant no.3. In nutshell, the defendant no.5 and 6 have denied the contention of plaintiffs with regard to possession over the suit land Gat no.199/A. Therefore, while deciding the present application the issue with regard to prima facie possession over the suit land Gat no.199/A needs to be decided considering the evidence adduced from both the parties. As the plaintiffs are claiming their possession over the suit land Gat no.199/A on the basis of agreement to sale and their possession over the suit land Gat no.199/B/1 and 199/B/2 as an owner, the fact of possession over the said suit lands needs to be decided separately.

10] Therefore, to start with the suit land Gat no.199/A, it is pertinent to note here that as per the contention of plaintiffs since from inception as the said land is actually owned by their ancestor, they are in possession of it. As per their further contention thereafter in pursuance of agreement to sale dated 15.11.1991 their possession is confirmed and since from the said period they are in continuous peaceful possession of said suit land. Therefore, as per their further contention as they are in possession of suit land in pursuance of said agreement to sale dated 15.11.1991, the defendant no.1 to 6 cannot obstruct them. With regard to said contention of plaintiffs it is the counter submission on the behalf of defendant no.5 and 6 that the said plaintiffs are not in possession of suit land Gat no.199/A. In fact, as per the contention of said defendants as the plaintiffs are claiming to protect their possession over the suit land Gat no.199/A on the basis of said so called agreement to sale, the present suit only seeking the relief of simplicitory injunction instead of seeking the relief of specific performance of contract is not tenable in the eyes of law. As per their further contention the plaintiffs have alternate efficacious remedy to seek the relief of specific performance of contract and therefore as

per Section 41(h) of Specific Relief Act the plaintiff is not entitled for the relief of mere injunction and therefore the present suit is not tenable in the eyes of law.

11] Therefore, considering the submissions raised on the behalf of defendant no.5 and 6 it is firstly necessary to decide whether the present suit in the present form only seeking the relief of simplicitory injunction without seeking the relief of specific performance of contract is tenable in the eyes of law or not. In the present suit, it appears that the plaintiffs claiming to protect their possession which alleged to be obtained on the basis of agreement to sale dated 15.11.1991. It appears that the plaintiffs have only sought the relief of simplicitor injunction and has not sought the relief of specific performance of contract. In the present suit, it is an admitted fact that in the year of 1994 Kalyan Deshmukh get recorded his name in the 7/12 extract to the extent of 1H 1R land. It is also an admitted fact that thereafter the legal heirs of Kalyan Deshmukh relinquished their right in favour of defendant no.1 and the defendant no.1 get returned the said portion of land from them. It is also an admitted fact that the legal heirs of Bhanudas Deshmukh also sold the land adm. 1H 1R i.e. remaining land to defendant no.5 and 6 in the year of 2013. Therefore, considering the said factual scenario there is always breach of contract by the Bhanudas Deshmukh and his legal heirs. Therefore, there is always cause of action to seek the relief of specific performance of contract to the plaintiffs.

12] Now the question remains whether the present suit without seeking the relief of specific performance of contract when having cause of action, is tenable in the eyes of law or not. To answer said question it is necessary to refer the ratio laid down by Hon'ble High Court of Bombay in the case of “**Mathurabai Kadu Koli Vs. Rupchand Tanaji Koli**” [1999(3)

ALL MR 409]. In the said case the Hon'ble High court has specifically laid down that, “it is settled position that the suit for simplicitor to protect possession on the basis of principles laid down under Section 53A of the Transfer of Property Act without claiming the relief of specific performance of contract or agreement is not tenable in the law and naturally, therefore, the court is not supposed to passed any interim relief in favour of plaintiff in such a suit.” Therefore, considering the said ratio laid down by Hon'ble High Court of Bombay, it is now crystal clear that the suit seeking the relief of simplicitory injunction to protect the possession on the basis of principle laid down under Section 53(A) of Transfer of Property Act, is not tenable in the eyes of law.

13] Now turning to the case in our hand, it is pertinent to note here that the plaintiffs claiming to protect their possession on the basis of agreement to sale dated 15.11.1991. They are claiming to protect their possession against defendant no.1 to 6. Now it is firstly necessary to see whether the plaintiffs are claiming to protect their possession under Section 53A of Transfer of Property Act. To do so, it is necessary that the relief of injunction must be sought against the transferor or any person claiming under him. In the present suit, as per the contention of plaintiffs Bhanudas Deshmukh was the owner of suit land Gat no.199/A and he has executed agreement to sale in his favour. On perusal of record it transpires that the legal heirs of Bhanudas has sold the half portion of the land to defendant no.5 and 6. It also transpires that the half portion was originally allotted to Kalyan Deshmukh and later on legal heirs of Kalyan Deshmukh returned the said portion of the land to defendant no.3. Therefore, the said factual scenario is sufficient to show that initially the land come to be allotted to Bhanudas and Kalyan and as per the contention of plaintiffs from the Kalyan the half portion returned back to defendant no.3 and the half portion is purchased by

defendant no.5 and 6 from Bhanudas. Therefore, the said facts are sufficient to show that the defendant no.1 to 6 though are not transferor but they are the persons claiming through the transferor. Therefore, when the plaintiffs are seeking the relief of injunction on the basis of agreement to sale and against the persons claiming through transferor, I have no hesitation to hold that the plaintiffs are claiming to protect their possession as per the principles laid down under Section 53A of Transfer of Property Act. Therefore, now considering the ratio laid down by Hon'ble High Court of Bombay in the case of 'Mathurabai Koli' as referred supra I have no hesitation to hold that as the plaintiffs are only seeking the relief of simplicitory injunction without seeking the relief of specific performance of contract, the present suit is not tenable in the eyes of law. Therefore, relying on the ratio laid down by Hon'ble High Court of Bombay in the case of 'Mathurabai Koli' as referred supra, I have no hesitation to hold that the present suit is not tenable as the relief of specific performance of contract is not sought and as equally efficacious remedy is available to the plaintiffs. Therefore, as the suit is not tenable in the eyes of law I have no hesitation to hold that the plaintiffs have no prima facie case.

14] In spite of that turning to the fact of possession, it is pertinent to note here that as per the contentions of plaintiffs since from the inception as the suit land Gat no.199/A is of their ancestors, they are in possession of it. As per their further contention thereafter Bhanudas executed agreement to sale in their favour and then again came into possession of said suit land. On perusal of record it transpires that the plaintiffs have filed the 7/12 extract of suit land Gat no.199/A of the year 1990-91. On perusal of said 7/12 extract it transpires that nowhere the name of plaintiffs are recorded as a possessor in it. Per contra, it shows that Bhanudas Deshmukh is in possession of it. Therefore, the said 7/12 extract is sufficient to falsify the contention of plaintiffs that since from inception they are in possession of suit land and Bhanudas Deshmukh

never came into possession inspite of allotment of said land to him. Now it is necessary to see whether the plaintiffs came into possession of suit land after execution of agreement to sale by Bhanudas in his favour. The plaintiffs have filed the copy of agreement to sale dated 15.11.1991 on the record. On perusal of said document it transpires that Bhanudas has executed it in favour of Vithabai Gaikwad who is the mother of plaintiff no.2. On perusal of said document it clearly transpires that Bhanudas agreed to sale the said land to her. But not handed over the possession of suit land and agreed to handover on the date of execution of sale deed. Therefore, there is nothing in the said document to show that on 15.11.1991 the plaintiffs came into possession of suit land. As per the contention of plaintiffs the Bhanudas has executed a separate possession receipt in their favour and in pursuance of said possession receipt they came into possession of said suit land. The plaintiffs have filed the copy of said possession receipt on record. I have gone through the said document. The said document is unregistered document. Now the question arises that when the recitals of the registered agreement to sale clearly shows that they agreed to handover the possession on the date of execution of sale deed then the recitals of said unregistered possession receipt can be relied upon or not.

15] With this regard it is pertinent to note here that firstly the veracity of said unregistered possession receipt needs to be checked. On perusal of both these document it clearly transpires that the said recitals of handing over the possession on the date of agreement to sale is totally contradictory to the recitals of registered agreement to sale. It also appears that the handwriting of possession receipt and of said agreement to sale are totally different. It also transpires that both these documents are written by different bond writer. Now in natural course the question arises that when both these documents are executed by same parties at the same time then why they not get written it by

same bond writer. The said fact compels me to doubt the veracity of said possession receipt. Therefore, while dealing with both the said documents I have no hesitation to hold that the registered agreement to sale has more weightage than the said unregistered possession receipt and when the terms with regard to handing over the possession are contradictory to each other then the recitals of registered agreement to sale will prevail. Therefore, I have no hesitation to hold that the said possession receipt which is unregistered is not sufficient to contradict the recitals of registered agreement to sale which clearly shows that the possession is not handed from the date of execution of said agreement to sale.

16] Moreover, it is also necessary to appreciate the other evidence adduced by plaintiffs to prove their possession over the suit land Gat no.199/A. The plaintiffs have produced the application moved to commissioner for seeking permission to sale. They have also relied on 7/12 extracts of the suit land Gat no.199/A and also the orders passed by defendant no.1 for getting the land returned from the legal heirs of Kalyan Deshmukh, the possession receipt etc. In my considered opinion, the said documents are not sufficient to show the possession of plaintiffs over the suit land. Per contra, the entries in the 7/12 extract clearly shows that the plaintiffs are not in possession of suit land. Per contra, the suit land is owned and possessed by defendant no.3 and defendant no.5 as well as defendant no.6. There is nothing on the record to rebut the presumption of correctness attached to said revenue entry. The learned counsel for the plaintiffs tried to submit that the possession receipt executed by legal heirs of Kalyan Deshmukh in favour of defendant no.1 as well as sale deed executed in favour of defendant no.5 and 6 are sufficient to show that the defendant no.5 and 6 are not in possession of any portion out of the said land. As per his submission the four-boundaries of said possession receipt and sale deed not tallies with each other and therefore it is

sufficient to falsify the contention of defendants that the defendant no.1 get back the land and defendant no.5 and 6 on the strength of sale deed came into possession of any portion of suit land. With this regard it is pertinent to note here that the four-boundaries mentioned in the possession receipt and relinquishment deed executed by legal heirs of Kalyan Deshmukh not tallies and though the four-boundaries of sale deed are later on corrected by defendant no.5 and 6 but the said facts are the defects in the defence. It cannot be ignored that the case of plaintiffs must stand on its own legs and the plaintiffs cannot take the benefit of lacunas of defendants. Only because the four-boundaries of said documents in favour of defendants are not tallies with each other it does not mean that the plaintiffs are in possession of said suit land and for the said reason I found no substance in the submissions raised on the behalf of the plaintiffs.

17] To prove the fact of possession the plaintiffs they further invited my attention to the notice issued by police station and the Circle Inspector asking them to remove the encroachment from the land Gat no.199/A. As per the contention of plaintiffs the said notice is also sufficient to show the possession of plaintiffs over the suit land Gat no.199/A. With this regard it is pertinent to note here that the plaintiffs are claiming their possession on the basis of agreement to sale and not as an encroacher. The plaintiffs might have encroached over the portion of land owned by government out of Gat no.199/A but it doesn't mean that the plaintiffs are in possession of whole land Gat no.199/A. Therefore, the said notice is not sufficient to prove the possession of plaintiffs over the whole land Gat no.199/A. For the said reason also I found no substance in the submission raised on the behalf of the plaintiffs.

18] With regard to fact of possession it is also pertinent to note here that as per the contention of plaintiffs Bhanudas Deshmukh has handed over the possession of suit land Gat no.199/A to them. As per their contention they have paid the consideration but only the agreement to sale get executed in the name of mother of plaintiff no.2. In spite of that the plaintiffs are in possession of said suit lands. There is nothing on the record to show that the mother of plaintiff no.2 is the nominal party in the said agreement and actually the agreement is executed on the behalf of present plaintiffs or the plaintiff no.2. Therefore, if for sake of moment it is presumed that Bhanudas has handed over the possession by said agreement then it goes to the mother of plaintiff no.2 and after her death her all legal heirs needs to come into possession of said suit land. In such situation also the plaintiffs failed to prove their exclusive possession over the suit land and for the said reason also I have no hesitation to hold that the plaintiffs failed to prove their possession over the suit land Gat no.199/A.

19] It cannot be ignored that the plaintiffs with regard to suit land Gat no.199/A trying to seek the protection under Section 53A of Transfer of Property Act. I already have discussed and decided that mere relief of injunction cannot be sought. In spite of that if Section 53A of Transfer of Property Act is perused then it appears that to seek the protection under said provision there are certain ingredient which needs to be satisfied. One of it is that there must be contract to transfer. It cannot be ignored that the said contract to transfer must be valid contract between the parties. On perusal of record it transpires that the suit land Gat no.199/A was allotted to Bhanudas Deshmukh and Kalyan Deshmukh. They were joint owner of it. There is nothing on the record to show that the right and title of Kalyan Deshmukh was extinguished in the year of 1991. Only because the name of Bhanudas is recorded in the 7/12 extract it doesn't mean that the right and title of Kalyan is

extinguished. As per the contention of plaintiffs, Kalyan has executed power of attorney in favor of Bhanudas to the extent of allotment of land and to the extent of possession. It is sufficient to show that the said power of attorney does not give any power to Bhanudas to transfer or to execute any document with regard to transfer of the land owned by Kalyan. Moreover, the plaintiffs have also not filed the copy of said power of attorney on the record. In nutshell, there is nothing on the record to show that Bhanudas has right to execute agreement to sale of the land owned by Kalyan. Therefore, to the extent of share of Kalyan the said agreement to sale is invalid or illegal as there is nothing to show that the Bhanudas was competent to enter into the contract on the behalf of the Kalyan. Therefore, it is sufficient to show that the said agreement to sale to the extent of land of Kalyan is not valid and therefore, on the strength of said illegal and invalid contract the protection under Section 53A of Transfer of Property Act cannot be given.

20] The one of the ingredient to seek the protection under Section 53A of Transfer of Property Act is that the transferee must have performed or willing to perform his part of contract. Therefore, to seek protection under Section 53A of Transfer of Property Act the plaintiffs must have to prove that they have performed and willing to perform their part of contract. There is no single recital in the plaint that the plaintiffs are ready and willing to perform their part of contract. Per contra, it appears that inspite of breach of said alleged contract the plaintiffs remained silent and kept mum. It is sufficient to show that the said plaintiffs are not willing to perform their part of contract. Hence, for the said reason also the plaintiffs are not entitled for the relief of temporary injunction as prayed.

21] With regard to present suit to the extent of suit land Gat no.199/A it is also pertinent to note here that admittedly the said agreement to sale is

executed in the favour of Vithabai. There is nothing on the record to show that Vithabai was the nominal party and said agreement is actually executed on the behalf of plaintiff no.2. Therefore, from the record it transpires that the said agreement to sale is executed in favour of Vithabai then after her death her all legal heirs needs to seek further relief on the basis of said agreement. At least they are necessary parties in the present suit. It cannot be ignored that the plaintiffs have not impleaded the other legal heirs of Vithabai as a party in the present suit and for the said reason also it is not tenable in the eyes of law. Therefore, it is also sufficient to show that the plaintiffs have no prima facie case.

22] Now turning to the suit land Gat no.199/B/1 and 199/B/2. It is pertinent to note here that the defendant no.5 and 6 are not denying the possession of plaintiffs over the said land. It is the contention of plaintiffs that the defendants are trying to encroach over the said land. It is pertinent to note here that considering the pleadings of plaintiffs it clearly transpires that actually dispute is only with regard to suit land Gat no.199/A. There appears no apprehension with regard to suit land Gat no.199/B/1 and 199/B/2 to the plaintiffs. There prima facie seems no substance in the contention of plaintiffs that the defendant no.5 and 6 are trying to encroach over it. At this juncture there is nothing on the record to prove that the defendant no.5 and 6 attempted to obstruct the possession of plaintiffs or attempted to encroached over it at any time. Therefore, for the said reason though the plaintiffs appears to be in possession of suit land Gat no. 199/B/1 and 199/B/2 but there is nothing to prove the apprehension of breach of any obligation or invasion over their right by defendant no.5 and 6. For the said reason with regard to said suit lands I have no hesitation to hold that the plaintiffs failed to prove that they have any prima facie case. Hence, in view of above discussion I have no hesitation to hold that as the suit for simplicitory injunction is not tenable in the eyes of

law without seeking the relief of specific performance of contract, the plaintiffs failed to prove that they have prima facie case. Consequently, they also failed to prove that the balance of convenience is tilting in their favour and if the present application is not allowed it will cause any irreparable loss to them. Hence, for the said reason I answer point no.1 to 3 **in the negative.**

AS TO POINT NO.4 :-

23] As I have already held that the plaintiffs have miserably failed to prove and satisfy the basic ingredients which are necessary to pass the order of temporary injunction in their favour, the said application is liable to be rejected. Hence, I proceed to pass following order:-

O R D E R

- 1] The application exh.5 is rejected.
- 2] No order as to cost.

Date : 30/08/2018.

(Rahul A. Shinde)
Jt. Civil Judge Senior Division,
Pandharpur

CERTIFICATE

I affirm that, the contents of this PDF file order are same word to word, as per the original order.

Name of Stenographer : A.K. Vibhute

*Court : Jt. Civil Judge Senior Division
Pandharpur*

Date : 30.08.2018

*Order signed by the : 30.08.2018
Presiding Officer on*

Order uploaded on : 04.09.2018