

**R.C.S. No.778/2024**  
**Vandana Vs. Tukaram & Ors.**  
**CNR No.MHSO170022042024**

**ORDER BELOW EXH – 5**  
**(Passed on 5<sup>th</sup> May, 2026)**

This is the application filed by plaintiff under Order XXXIX Rule 1 and 2 for temporary injunction. The aforesaid suit contains Land admeasuring about 60 R area out of Gut No.42/2 having four boundaries- to the East- Land of Jagannath Shrihari Kale, to the South- Land of Chetan Yele, to the West- Land bearing Sunita Kale and to the North- land of Vitthal Vishwanath Kale situated at village Choubhepimpri, Tq, Madha, Dist. Solapur (in short the **Suit Property**).

2. It is the contention of the plaintiff that she has instituted present suit for permanent injunction. Plaintiff is owner and possessor of the suit property. She has purchased the suit property from Santosh Mane and Shivaji Mane by virtue of registered sale deed dated 13/10/2023. Accordingly, her name is mutated in the revenue record vide Mutation Entry No.4827. Since then she is in possession of the suit property. The defendants have no concern over the suit property. However, on 01/09/2024 when plaintiff went to the suit property to remove the Udid crop, at that time, the defendants abused and threatened plaintiff stating that 'not to come in their land as said land belongs to them.' Hence the cause of action arose. Hence she instituted present suit. Now she by way of this application she prayed to grant temporary injunction in her favour.

3. The defendants have filed their say at Exh.15 and resisted the application stating that the suit property belongs to defendant No.1. He is owner and possessor of the suit property. Shivaji Pandhari Mane and Santosh Pandhari Mane are money lenders and they are doing Money Lending Business without having valid license. They used to give loans on interest to needy people and used to get executed sale deeds towards security purpose. The defendant No.1

was in need of amount of Rs.2,00,000/- towards medical expenses of his wife and marriage of his daughter. Hence, he requested his friends for handloan. Thereafter, he decided to take money from Money Lenders. Thereafter, defendant No.1 on 14/08/2019 get loan of amount of Rs.2,00,000/- with interest @ 5% per annum from Shivaji Pandhari Mane and Santosh Pandhari Mane and executed sale deed No.4086/2019 in favour of them. Accordingly, their name were mutated in the revenue record vide Mutation Entry No.4016. Though, it is mentioned in the sale deed that, the possession is handed over to Shivaji Pandhari Mane and Santosh Pandhari Mane, defendant No.1 has never parted with possession of the suit property. Hence, the defendant No.1 is in possession of the suit property. He has also paid the interest amount of Rs.1,20,000/- of the period of 12 months in cash. Thereafter, he has paid total amount of Rs.3,00,000/- including principle amount and interest for the period of 34 months on dated 27/02/2023 to Shivaji and Santosh by transferring said amount by way of RTGS on the bank account of Balraj Krushana Shendage, son-in-law of Shivaji and Santosh. The defendant No.1 has also paid the remaining amount of Rs.2,60,000/- to Shivaji and Santosh through Phone-pe. Thus, the defendant No.1 has paid the entire loan amount with interest. However, Shivaji and Santosh avoided to reconvey the sale deed in his favour. Hence, defendant No.1 has initiated the proceeding before Deputy Registrar of Solapur District under Money Lending Act. The Assistant Registrar, Madha has prepared inquiry report. The plaintiff is well aware of the said facts. Still she has got executed sale deed in her favour. As defendant No.1 has never parted with his possession, plaintiff never get the possession of the suit property. She is tried to get the possession by threatening defendant No.1. Hence they prayed to reject the application.

4. Heard Shri. S. S. Bhosale and Shri. K. R. Shaikh, learned advocates for plaintiff and defendants respectively. Perused documents filed by rival parties in support of their respective contentions. Considering material on record following points arise for my determination. Findings there-on are recorded for

the reasons stated hereunder ;

<b>POINTS</b>	<b>FINDINGS</b>
1. Whether there is a prima-facie case in favour of plaintiffs ?	Yes.
2. Whether balance of convenience tilts in favour of plaintiffs ?	Yes.
3. Whether irreparable loss will be caused to plaintiffs, if relief sought is not granted ?	Yes.
4. What order ?	Application is allowed

### **REASONS**

5. As the points No. 1 to 3 are very interconnected and interrelated, the reasons for the same are discussed conjointly. In order to substantiate respective contentions, both parties have relied upon certain documents. It will be considered in a later part of discussion, if found relevant and necessary.

6. It is pertinent to note that, the execution of Sale Deed No.5717/2023 by Shivaji and Santosh in favour of plaintiff is admitted fact by both the parties. The nature of transaction is in dispute by the plaintiff and defendants. In the instant application both parties are claiming their possession over the suit property. Therefore prima facie finding on the lawful and settled possession over the suit property needs to be seen. Hence, evidence in that regard needs to be seen.

7. On perusal of the Sale Deed No.5717/2023, it is prima-facie seen that, it is in relation to the suit property and is duly and properly executed by the Shivaji and Santosh in favour of plaintiff. It is registered document. Again, the recitals of the Sale Deed No.5717/ 2023 specifically shows that, the suit property was sold for the consideration of Rs.2,70,000/- and possession is handover at the

time of execution of sale deed. The extract of Mutation Entry No.4827 shows that entry of the name of plaintiff was taken on 16/10/2023 vide the registered Sale Deed No.5717/ 2023 dated 13/10/2023. The 7/12 extract of the land Gut No.42/2 for the period of 2023 to 2025 shows that plaintiff is cultivating the suit property. Thus, the entries in the record of rights shows the consistent and continue entries of suit property of Gut No.42/2 in the name of plaintiff. There is nothing on record which will indicate that said revenue entries were challenged by the defendant No.1 till filing of the application. Thus, prima facie it is seen that suit property is in possession of plaintiff.

8. The defendant No.1 has contended that, the he has executed sale deed towards the security of loan amount of Rs.2,00,000/-. However, he has not produced copy of said sale deed on record. The execution of sale deed and recital in respect of handing over possession in the said sale deed is admitted by defendant No.1 in his written statement. Moreover, the execution of sale deed by Shivaji and Santosh in favour of plaintiff is admitted by defendant No.1. The defendant No.1 has produced copy of proceeding No.57/24 initiated before Deputy Registrar of Solapur District under Money Lending Act. As the matter is under the adjudication before the concern authority, it would not be just and proper to comment on it. However not a single document has been filed on record by defendant No.1 to show, that he is in lawful and settled possession over the suit property.

9. Therefore, I have no hesitation to rely upon the prima facie proof of registered sale deed and consistent revenue entries in that regard filed on record and there by conclude that plaintiff is in peaceful and settled possession over the suit property .

10. In view of the discussion supra, it prima-facie appears that the plaintiff has lawful possession over the suit property. As already discussed, plaintiff has established prima face case of his possession over suit land.

Therefore there is need of safeguarding his possession. Under such circumstances, no inconvenience will not be caused to defendants than to plaintiff. Therefore, the balance of convenience tilt in favour of plaintiff and as per O.39 R.1 and R.2 of the Code of Civil Procedure, 1908, granting of order of temporary injunction is warranted. So also, if defendants were not restrained from obstructing the boundaries, then irreparable loss will be caused to plaintiff. Thus, I answer point No.1 to 3 are in affirmative and record my finding as “Yes”.

11. As I have answered the point No. 1 to 3 in affirmative, I am inclined to allow the application for temporary injunction. parties to bear their own cost of present application. Hence, I proceed to pass the following order ;

**Order**

- i) Application for temporary injunction is partly allowed.
- ii) The defendants are hereby restrained from causing obstruction to the peaceful possession of the plaintiff on the suit property
- iii) Parties to bear their own cost of present application.

Date - 05/05/2026

**( V. C. Kshirsagar )**  
2<sup>nd</sup> Jt. C. J. J. D., Madha

**CERTIFICATE**

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

Name of Stenographer	:	N. B. Kamurti
Court Name	:	Smt. V.C. Kshirsagar 2 <sup>nd</sup> Jt.CJJD & JMFC, Madha
Date of Order/Judgment	:	05/05/2026
Order/judgment signed by presiding officer on	:	05/05/2026
Order/judgment uploaded on	:	05/05/2026