


MHSO200023252026 	<u>R.C.S. NO. 39/2026</u>
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ORDER BELOW EXH. NO. 19

This application is filed by the plaintiff for issuance of direction for maintaining status-quo against defendant No. 6 till filing of say or final disposal of application below Exh. 5.

2. The plaintiff argued that, suit property has not been partitioned by metes and bounds. Despite that, the defendant No. 6 claims to have purchase specific portion of the suit property and commenced construction over that specific portion despite lack of partition of suit properties. The defendant No. 6 is an attempt to illegally demarcate said portion by putting iron compound and raising construction within that area. It is further alleged that, defendant No. 6 had employed bouncers to forcibly prevent the plaintiff from entering the suit property.

3. Perused the record. It appears that, caveat was filed by defendant No. 6. Accordingly, summons and notice of injunction application were served upon the Ld. Adv. Shri. Suryawanshi representing the caveator. Further, the plaintiff has produced tracking report for speed post sent to defendant's registered office in Gujarat notifying about the delivery of summons to the defendant No. 6.

4. Ld. Advocate for the caveator is present today and admits

receipt of summons. However, he submits that, he has not been able to establish contact with the defendant company. The plaintiff apprehends that the defendant No. 6 will alter the nature of the property and hence prays for the order of status-quo.

5. Record reveals that, plaintiff has filed present suit for perpetual injunction. It is the contention of the plaintiff that, the suit property was obtained by the plaintiff in view of the partition as per the compromise pursis in R.C.S. No. 392/2020. The suit property was held by the plaintiff in common with other co-sharers. There is no formal partition between the parties. Despite that, defendant Nos. 1 to 3 being legal heirs of one of deceased co-sharer sold their undivided share by way of sale-deed to defendant No. 4, who further sold his share to defendant No. 5, who later on sold his share to defendant No. 6. However, despite that, the sale-deed between defendant Nos. 5 and 6 has unilateral mentioned area of 1H 60R in the sale-deed. Furthermore, defendant No. 6 despite any partition by metes and bounds of the undivided property of the co-sharers has unilaterally demarcated a specific portion of a suit property and commenced construction of a project. The plaintiff has filed on record along with Exh. 8 photographs of suit property. It shows that, certain material used for construction and allied projects has been placed on a land.

6. Upon perusal of record it appears that, the share of the suit property which was purchased by the defendant No. 6 was initially sold by one of the co-sharer as his undivided share which was later on transferred multiple times and was purchased by defendant No. 6. It is well established U/Sec. 44 of the Transfer of Property Act that the purchaser of a undivided share in a joint property does not acquire a

right to exclusive possession of any specific portion until a formal partition take place. In such scenario, the defendant No. 6 who appears to be a purchaser of an undivided share, cannot unilaterally change the nature of the suit property through construction without effecting a formal partition. Moreover, the photographs filed along with Exh. 8 shows presence of private security personal, construction material placed over the suit property. In such situation, if construction is allowed to be continued then it may cause irreparable injury to the rights of other co-sharer. Furthermore, the Ld. Advocate of the defendant No. 6 who filed the caveat was served with the summons and notice, yet the defendant No. 6 has not yet appeared to justify the construction in the specific portion. In such situation, considering the apprehension raised by the plaintiff and the material placed on record, without going into the merits of the case it appears that, allowing further construction in the suit property will certainly change the nature of the suit property and will lead to multiplicity of the litigation. In such situation, in the interest of justice it will be just and lawful to preserve the subject matter of the suit property in its physical condition to prevent further complexity in the proceeding. Hence, I pass the following order ;

ORDER

1. Both parties are directed to maintain status-quo as to the nature, possession and construction over the suit property until next date.
2. Both parties to note.

Date :- 03/02/2026

(S. S. Salunkhe)
2nd Jt. Civil Judge J.D.,
Sangola.

CERTIFICATE

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

Name of Stenographer	: V. A. Dange
Court	: 2 nd Jt. Civil Judge J. D., Sangola
Date	: 03/02/2026
Order signed by the P. O.	: 03/02/2026
Order Uploaded on	: 03/02/2026