

T. S. 18 / 23 (Reg. No. 18 / 23)

Present : Smt. Jyotsna Roy (J.O. Code WB00933)

Order no. 2 Dated 01.02.23

Record is put up at the instance of put up petition filed by plaintiffs on this day.

Plaintiff files one petition praying for ad-interim injunction under Order XXXIX Rule 1, 2 and 3 read with Section 151 CPC.

Ld. Advocate for the plaintiffs submit that let the prayer for the ad-interim injunction be disposed of on this day.

As such ad-interim application is moved by Ld. Advocate of the plaintiff.

Perused the instant application.

The record shows that one written argument for sale was executed voluntarily by defendant in favour of the plaintiff on 14.03.2019. It is also stated by the plaintiff that the defendant is a rayat of said suit plot stated in the schedule below purchased through registered Kowala deed being no. 1336, 1337, 1349 for which he has agreed to sale to plaintiff. It is also stated by the plaintiff that he has paid Rs.5,50,000/- (Rupees Five Lacs and Fifty Thousand Only) to defendant at the time of execution of agreement to sale dated 14.03.2019 in favour of the plaintiff by defendant and after that the plaintiff has been in lawful possession over suit plot stated in the schedule below as part performances under sec. 53A of Transfer of Property Act. Thereafter, on 13.10.2022 the plaintiff has paid Rs.50,000/- to defendant out of total agreed price of Rs.10,00,000/- in presence of witnesses. At present the defendant is intentionally transferring the suit plot to some stranger for higher value in deprivation of plaintiff for which the plaintiff is ready to pay rest amount to defendant for entire 0.9197 acre portion of defendant. It is pertinent to mention here that the plaintiff has already defrayed more than 4,70,000/- towards suit plot stated in the schedule for the development of suit plot. Whatever were done by plaintiff for the development of the suit plot appreciated, permitted, consented by defendant. So, if the defendant in deprivation of the plaintiff makes further sale to some innocent persons same cannot be adequately compensated by way of money or liquidation. So, if the defendant is not compelled for the Specific performance of contract under sec.10 of Specific Relief Act to transfer the suit plot in favour of the plaintiff, the plaintiff shall suffer irreparable loss. There is possibility of multiplicity of proceeding. It is also stated by the plaintiff that he is ready to pay rest Rs.4,00,000/- to the defendant out of total Rs.10,00,000/- agreed price for the execution of registration of sale deed in favour of the plaintiff of suit

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plots. It is also stated by plaintiff that now a days defendant is trying to transfer the suit property to some unknown strangers who do not know pre-existence of this agreement in connection of suit plots by way of sale or mortgage or lease or gift or exchange or by any other effective mode to deprive the plaintiff from owing suit property.

The plaintiff has been able to prove the prima-facie case by producing relevant documents in support of the instant application.

Perused the documents and this court finds it most important to preserve the nature and character of the suit property.

For that it is found expedient that the plaintiff and the defendants should be directed to maintain *status quo* in respect of scheduled suit property till the hearing of the temporary injunction.

Hence, it is,

ORDERED

that the plaintiff and defendant are hereby directed not create any third party interest over the schedule suit property till 15.02.23.

Both the parties to this suit are hereby directed to maintain *status quo* in respect of the schedule suit property.

Issue notice upon defendants to show cause within 15 days from the date of receipt of notice as to why the prayer for temporary injunction shall not be granted as prayed for by plaintiff.

Plaintiff is to comply with the provisions of order 39 rule 3 (a) and (b) CPC within 24 hours failing which the order shall be recalled.

Plaintiff to file requisites forthwith.

Dictated and corrected by me

Civil Judge (Sr. Divn.), Bishnupur.

Civil Judge (Sr. Divn.), Bishnupur

Later,

Photocopies of the documents are compared with the original documents. Let the original documents be handed over to the Ld. Advocate of the plaintiff.

Dictated and corrected by me

Civil Judge (Sr. Divn.), Bishnupur.

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