

IN THE COURT OF CIVIL JUDGE (JUNIOR DIVISION), KARNAL

Presided over by Ms. Alpna Singh

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|---------------------|---------------------|
| CNR No.             | HRKR-02-000206-2026 |
| CIS No.             | CS-150-2026         |
| Date of Application | 21.01.2026          |
| Date of Order       | 07.07.2026          |

Vishal @ Joni s/o Sh.Ghanshyam r/o Village Sambhli, District Karnal.....Applicant/Plaintiff

Versus

- 1. Hariom s/o Sh.Sat Pal;
- 2. Gourav s/o Sh.Tara Chand;
- 3. Aman s/o Sh.Tara Chand;
- 4. Rakesh s/o Sh.Ant Ram;
- 5. Tara Chand s/o Sh.Ant Ram;
- 6. Ishwar Dyal s/o Sh.DharamPal; and
- 7. Om Prakash s/o Jai Kumar

All residents of Village Sambhli, District Karnal.....Respondents/Defendants

Application seeking Interim Injunction under Order XXXIX, Rules 1 and 2  
Read with Section 151 of The Code of Civil Procedure, 1908

Present: Sh.Sandeep Verma, learned counsel for the Applicant/Plaintiff  
Sh.A.K. Sahni, learned counsel for the Respondent/Defendant

ORDER

This order shall dispose of an application dated 21.01.2026 filed by the Applicant/Plaintiff under Order XXXIX, Rules 1 and 2 read with Section 151 of The Code of Civil Procedure, 1908 (hereinafter referred to as CPC, 1908 for the sake of brevity) seeking grant of temporary injunction restraining the Respondents/ Defendants from interfering with the actual, physical, and peaceful possession of the Plaintiff from the suit property (as detailed in Paragraph No. 2 of the Plaint), from illegally or forcibly dispossessing him therefrom, and from causing any interference whatsoever in the ongoing construction work being carried out by the Plaintiff over

Alpna Singh  
Civil Judge (Jr. Div.), Karnal  
Dated 07.07.2026

the land/Gadda Khad comprised in Khewat No. 493, Khatoni No. 726, Rect. No. 111, Khasra No. 17/7 (2-0); Khewat No. 760, Khatoni No. 1178, Rect. No. 111, Khasra No. 17/4 (0-2); and Khewat No. 749, Khatoni No. 1157, Rect. No. 111, Killa No. 17/3 (0-2), situated in Village Sambhli, District Karnal (hereinafter referred to as the suit property).

**Submissions on behalf of the Plaintiff:**

2. The learned counsel for the Applicant/Plaintiff submitted that the Plaintiff along with the other co-sharers was recorded as joint owner of certain agricultural land and Gadda Khad/Bara. The co-sharers entered into a mutual settlement amongst themselves whereby two parcels of the said land comprised in Khasra No. 17/4 and Khasra No. 17/3 came into the exclusive share and possession of the Plaintiff. It was further submitted that the Plaintiff had also purchased the third parcel of land comprised in Khasra No. 17/7 from Mohan Singh and his family members vide Agreement to Sell dated 26.08.2025, thereby making the Plaintiff owner in possession of the entire land measuring 0K-6M. It was submitted that a demarcation conducted on 04.12.2025, in the presence of both parties, confirmed that the Defendants have no right, title, or concern with the said land. It was submitted that upon the Plaintiff commencing residential construction over the said land in December 2025, the Defendants, acting in collusion with each other and being habitual land-grabbers, attempted to forcibly interfere with and obstruct the construction, and threatened to dispossess the Plaintiff. This necessitated police intervention. It was further submitted that despite a request made through a village panchayat, the Defendants refused to desist and continued to threaten the Plaintiff that they will forcibly dispossess the Plaintiff therefrom. It was, accordingly, urged that the Plaintiff has a strong prima facie case, and that the balance of convenience also lies in his favour, and it was prayed that an ad-interim injunction be granted restraining the Defendants from interfering with the Plaintiff's possession and construction over the suit property.

**Submissions on behalf of the Defendants:**

3. Per contra, the learned counsel for the Respondents/Defendants vehemently opposed the present application and raised both preliminary as well as substantive objections thereto. By way of preliminary objections, it was submitted that the Applicant/Plaintiff has not approached

this Court with clean hands; that he has suppressed true and material facts from the Court; and that the present suit, as also the present application, is not maintainable in its present form.

4. On merits, it was submitted that the Baras No. 17/1 to 17/7, each measuring 0K-2M, had been carved out during consolidation proceedings and allotted to various residents of the village; that the Bara comprised in Khasra No. 17/3 was allotted to Mansa Ram; that the Bara comprised in Khasra No. 17/4 was allotted in the name of Ramesh Kumar and presently stands in the name of Vijay Kumar; and that the Bara comprised in Khasra No. 17/7 was allotted to Chirag. It was submitted that towards the eastern side of these Baras runs a street where these Baras open, whereas towards the western/backside lies Bara No. 18/1 which opens towards the Phirni and which is owned by the Defendants. It was further submitted that the site plan placed on record by the shows opening of the Baras in question towards the Phirni side which is contrary to the true position. It was emphasised that the Plaintiff has failed to show that he or his family members are recorded as owners in possession of the said Baras in the revenue record. It was further submitted that the Plaintiff's claim rests merely upon an agreement to sell dated 26.08.2025 which, being a mere agreement, does not confer any right, title, or interest in immovable property upon him. The remaining averments made in the application were denied in their entirety and in simpliciter. In view of the aforesaid facts and circumstances, it was prayed that the present application may kindly be dismissed, in the interest of justice.

5. Heard the submissions of all the parties and perused the entire record meticulously.

#### **LEGAL PRINCIPLES:**

6. Although the principles governing grant of temporary injunction under Order XXXIX Rules 1 and 2 read with Section 151 CPC, 1908 are well-established and do not require any reformulation. However, this Court, before proceeding to decide the instant application on its merits, deems it imperative to first discuss and reiterate the relevant legal framework governing the same for it is only by examining the instant application through the prism of the settled legal principles that a just, proper, and legally sound adjudication of the present application can be arrived at. The Honourable Supreme Court in ***Dalpat Kumar vs. Prahlad Singh*** AIR 1993 SC 276 observed that: “...It is settled law that the grant of injunction is a discretionary relief. The exercise thereof is subject to the Court satisfying that:

**Alpna Singh**  
**Civil Judge (Jr. Div.), Karnal**  
**Dated 07.07.2026**

1. *There is a serious disputed question to be tried in the suit and that an act, on the facts before the Court, there is a probability of his being entitled to the relief asked for by the plaintiff/defendant;*
2. *The Court's interference is necessary to protect the party from the species of injury. In other words, irreparable injury or damage would ensue before the legal right would be established at trial; and*
3. *That the comparative hardship or mischief or inconvenience which is likely to occur from withholding the injunction will be greater than that would be likely to arise from granting it."*

In subsequent paragraph, the Honourable Apex Court further observed:

*"...The phrases "prima facie case", "balance of convenience" and "irreparable loss" are not rhetoric phrases for incantation, but words of width and elasticity, to meet my read situations presented by man's ingenuity in given facts and circumstances, but always is hedged with sound exercise of judicial discretion to meet the ends of justice..."*

7. Thus, the first and foremost requirement for grant of temporary injunction is that the applicant must make out a prima facie case in support of the right claimed by him. This means that the court must be satisfied that there is a bonafide dispute raised by the applicant, that there is a strong case for trial which needs investigation and a decision on merits, and that on the facts before the court there is a probability of the applicant being entitled to the relief claimed by him. Also, it is equally well-settled that the existence of prima facie case alone does not entitle the applicant for a temporary injunction. The applicant must further satisfy the court about the second condition by showing that he will suffer irreparable injury if the injunction as prayed is not granted, and that there is no other remedy open to him by which he can protect himself from the consequences of apprehended injury. The expression irreparable injury, however, does not mean that there should be no possibility of repairing the injury. An injury will be regarded as irreparable where there exists no certain pecuniary standard for measuring damages. The third condition for granting interim injunction is that the balance of convenience must be in favour of the applicant. In other words, the court must be satisfied that the comparative mischief, hardship or inconvenience which is likely to be caused to the applicant by refusing the injunction will be greater than that which is likely to be caused to the opposite party by granting it. Further, it is well settled that the power to grant a temporary injunction is discretionary in nature. The use of

the word “may” under Order XXXIX, Rule 1 CPC, 1908 clearly indicates that even if the circumstances enumerated therein are found to exist, the court is not bound to grant injunction in every case. The court will grant injunction in cases only where such an injunction is essential and *ex debito justitiae*. If the plaintiff in his dealings with the person against whom the relief is sought has acted in an unfair or inequitable manner he would not be entitled to the injunction.

**Analysis and findings:**

8. Having thus outlined the legal principles, this Court now proceeds to examine whether the facts and circumstances of the present case call for exercise of discretion in favour of the Applicant/Plaintiff, and whether the triple test governing the grant of temporary injunction under Order XXXIX Rules 1 and 2 CPC, 1908, namely, the existence of a prima facie case, the balance of convenience, and the likelihood of irreparable loss or injury stands satisfied or not. At the very outset, it is pertinent to note that the Jamabandi for the year 2020-21 reveals that as regards **Khasra No. 17/3**, the name of the Plaintiff appears in the Column No. 4 (i.e., the column of ownership) along with several other co-sharers and not as the exclusive owner thereof. Further, as per the said Jamabandi, all the co-sharers are in fact shown to be in joint possession of the said parcel. However, the Plaintiff claims to be in exclusive possession thereof on the strength of a settlement/compromise arrived at between the co-sharers. But no such document in support thereof has been placed on record by the Plaintiff. Therefore, the claim of exclusive possession, as alleged by the Applicant/Plaintiff, remains unsubstantiated at this stage. What is further significant is that the other co-sharers, in whose favour the land stands jointly recorded and who are stated to have effected the alleged settlement in favour of the Applicant/Plaintiff, have not been arrayed as parties to the present suit at all. And in these circumstances, to extend the protection of an injunction in support of construction being raised by the Applicant/Plaintiff over land jointly owned by persons who are not even before this Court would not be appropriate or permissible in the eyes of law.

9. This brings the Court to **Khasra No. 17/4**. The Plaintiff claims to have been in exclusive possession of the same on the strength of a compromise/settlement between the co-sharers. As already noted above, the said compromise/settlement has not been placed on record by the Plaintiff. Further, the name of the Plaintiff does not appear either in the column of ownership or in the column of cultivation/possession at all. And this renders him a complete

stranger to the revenue record qua this parcel of land. Therefore, in these circumstances, it is highly unclear as to how the other co-sharers could have allotted exclusive possession of a parcel of land to a person whose name is absent from the revenue record concerning it. Next, it is well settled that a party seeking the discretionary and equitable relief of temporary injunction is required to demonstrate, at the very least, a prima facie right, title, or possessory interest in the property in question, and where the party's own documentary evidence is completely silent as to his connection with the property, no prima facie case can be said to exist in his favour qua this parcel.

10. Next, as regards **Khasra No. 17/7**, the Plaintiff claims to have purchased the same from Sh.Mohan Singh vide Agreement to Sell dated 26.08.2025. At the very outset, it may be noted that the said agreement to sell has not, in fact, been placed on record. And therefore, the claim of purchase remains unsubstantiated at this stage. Secondly, and in any event, it is well settled in law that an agreement to sell, by itself, does not create, convey, or transfer any right, title, or interest in immovable property in favour of the vendee. It merely creates a right in personam to obtain a duly registered sale deed, and does not clothe the agreement-holder with ownership rights. Thirdly, even assuming for the sake of argument that the said agreement to sell was in fact executed and given effect to, it may be noted that while the name of Sh.Mohan Singh does appear in the ownership column of the revenue record, he is not shown therein as the sole and exclusive owner of the said Khasra Number, but merely as one among several co-sharers. In these circumstances, Mohan Singh could, at best, have agreed to transfer only his own undivided share and not any specific parcel of land carved out therefrom, much less the particular portion which the Plaintiff now claims exclusively for the purpose of raising construction thereon.

11. Further, the Plaintiff has also placed reliance upon a demarcation report dated 04.12.2025 said to have been conducted by the Naib Tehsildar, Nissing. In this regard, it may be noted that firstly the authenticity and correctness of the said report is seriously disputed by the Defendants, who have in turn placed on record their own demarcation report reflecting an altogether different state of affairs at the spot. Therefore, at this threshold stage, this Court is confronted with two conflicting and mutually contradictory demarcation reports, whose authenticity and evidentiary value can only be tested and adjudicated upon at the stage of trial when the parties lead evidence in support of their respective versions, and not at the preliminary

stage of grant of an ad-interim injunction. Secondly, it must be borne in mind that a demarcation report merely identifies and mark boundaries on the ground with reference to the existing revenue record and cannot travel beyond or seek to improve the title reflected in that very revenue record itself. Consequently, even if the demarcation report relied upon by the Plaintiff were to be accepted at face value, the same, in no circumstance, can be said to advance or support the case set up by the Plaintiff, particularly when the underlying revenue record itself does not establish his exclusive title or possession over the land in question.

12. Therefore, considering the facts and circumstances so far in this matter and presently on record, this court is of the considered opinion that the Applicant/ Plaintiff has failed to satisfy the three cardinal principles for grant of temporary injunction. Consequently, the pendulum of judicial discretion shifts away from and against the plaintiff. In other words, the instant application lacks merit and is liable to be rejected. ***Accordingly, the present application under Order XXXIX, Rules 1&2 r.w. Section 151 of CPC, 1908 is hereby dismissed.***

13. To ensure absolute clarity and avoid any ambiguity, this Court, in adjudicating the present application, expressly declares that its findings and observations are solely limited to the purpose of determining the present application and are not intended to, nor shall they be misconstrued as a definitive pronouncement or reflection on the substantive merits of the underlying case.

Pronounced in open court on 07.07.2026.

Alpna Singh  
Civil Judge (Jr. Div.), Karnal  
UID No. HR0724

Note: All pages of this order have been directly dictated, checked and signed by me.

Alpna Singh  
Civil Judge (Jr. Div.), Karnal  
UID No. HR0724

Anjali  
Stenographer Gr.II

*I attest to the accuracy and authenticity of this document*

Alpna Singh  
Civil Judge (Jr. Div.), Karnal  
Dated 07.07.2026

Present: Sh.Sandeep Verma, learned counsel for the Applicant/Plaintiff  
Sh.A.K. Sahni, learned counsel for the Respondent/Defendant

Arguments heard on application under Order XXXIX, Rules 1 and 2 CPC. Vide my separate order of even date, *the present application under Order XXXIX, Rules 1&2 r.w. Section 151 of CPC, 1908 is disposed of being dismissed.* At this stage, learned counsel for plaintiff appeared and suffered a statement to the effect that he wants to withdraw the application under Order 26 Rule 9 CPC on technical ground. He further requested for permission to file afresh. Heard. Keeping in view the statement so suffered, the application under Order 26 Rule 9 CPC is hereby dismissed as withdrawn. Plaintiff is at liberty to file afresh as per rules. Now to come up on **20.08.2026** for filing replication if any otherwise for framing of issues.

Date of Order: 07.07.2026

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Civil Judge (Jr. Div.), Karnal  
UID No. HR0724

Anjali  
Stenographer Gr.II

*I attest to the accuracy and authenticity of this document*

Alpna Singh  
Civil Judge (Jr. Div.), Karnal  
Dated 07.07.2026