

Special C.S. No.1328/2022
Dnyaneshwar Vs. Bhaskar and others

Order below Exh.5

Read the application, supported with an affidavit and the documents filed alongwith the suit. Heard the learned counsel for the plaintiff. The plaintiff filed the suit for the specific performance of the contract on the basis of agreements of sale executed by defendant No.1 and one late Gangubai Mogal Khairnar @ Pagare the predecessor of defendant Nos.2.1 to 2.6 with regard to agricultural land of block No.106 of village Jalkhed in Dindori taluka. It is the case of the plaintiff that, in violation of the said agreements of sale, these defendants agreed to sell 93R land of the suit block to defendant No.3, and in pursuance thereof the defendants may likely to complete the sale transaction causing serious prejudice to the plaintiff. It be noted that, the plaintiff filed the suit for the specific performance of the contract after the delay of more than 11 years on the basis of the aforesaid agreement of sale of July, 2011. Under such circumstances, it would not be just to pass any exparte ad-interim restraint order against the defendants without hearing them. The provision of section 52 of the Transfer of Property Act would definitely come in the aid of the plaintiff until the decision of Exh.5 on merit, and he would not suffer in case of alienation of the suit land. Said alienation would be subject to the decision of the suit. In view of this, issue show cause notice to the defendants as to why injunction as prayed shall not be granted

against them. E.P. or S.B. is allowed as per the choice of the plaintiff. R/o.31.10.2022.

Date : 19.10.2022.

(M. M. Gadiya)
5th Joint Civil Judge Senior Division,
Nashik.