

  
**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT  
JODHPUR**

S.B. Civil Misc. Appeal No. 1033/2026

M/s. Ridhi Sidhi Builders, 846. Gyan Nagar, Hiran Magri, Sector No. 4. Udaipur Through Partner Phoolchand S/o Shri Jeetmal Pokharna, Aged About 62 Years, 846, Gyan Nagar, Hiran Magri, Sector No.4, Udaipur.

----Appellant

Versus

Jitendra Purabiya S/o Shri Hukmichand Dangi, Resident Of Outside Ranawat Poultry, Shri Sanwaliya Service Center.sector-4, Udaipur.

----Respondent

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| For Appellant(s)  | : | Mr. Narendra Thanvi with Mr. Mahendra Thanvi |  |
| For Respondent(s) | : | Mr. Jhamak Nagda                             |  |

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**HON'BLE MR. JUSTICE MUKESH RAJPUROHIT**

**Order**

**13/03/2026**

1. The appellant-plaintiff has preferred instant civil misc. appeal challenging the order dated 12.01.2026 passed by the Additional District Judge No. 1, Udaipur in Civil Misc. Case No.181/2021 (*M/s Ridhi Sidhi Builders vs. Jitendra Purabiya*) whereby, application under Order XXXIX Rule 1 & 2 read with Section 151 of the Code of Civil Procedure, 1908 filed by the appellant, has been rejected.
2. The facts in short are that appellant-plaintiff firm, *Riddhi Siddhi Builders*, filed a suit for specific performance of agreement dated 09.08.2010 and injunction. Along with suit, an application for temporary injunction has been filed stating that land belonging to the khatedars was acquired by the State in 2006 and subsequently developed by RIICO. The original khatedars opted to

receive developed plots in lieu of compensation. It was submitted that the defendant, claiming to have prior agreements with the khatedars, induced the plaintiff to execute an agreement dated 09.08.2010, pursuant to which part consideration was paid. As per agreement, the defendant undertook to either transfer equivalent land or refund the amount in case the transaction failed. However, upon commencement of allotment in 2018, the defendant failed to perform his obligations and was allegedly attempting to alienate his land to evade liability. The defendant, in reply, contended that the suit was false and the agreement was void. It was submitted that the land being Scheduled Tribe land was not transferable, and the claim was barred by limitation. In rejoinder, the plaintiff submitted that as the land had already been acquired by the State, the restrictions relating to Scheduled Tribe land were inapplicable. It was further submitted that the agreement pertained to developed plots and was valid and enforceable. The trial court, after hearing the parties, has passed the order 12.01.2026 rejecting the temporary injunction application. Hence, this appeal.

3. Heard learned counsel for the parties.

4. Learned counsel for the appellant submits that the respondent had induced the appellant to execute agreement and had received substantial consideration. The appellant acted in good faith on the basis of documents produced by the respondent. However, the trial court overlooked the respondent's admitted share in alternate land, which could safeguard the appellant's claim, and wrongly declined to grant protection. It is further

contended that the respondent's admitted share could be utilized to satisfy the decree, and therefore, its transfer ought to have been restrained. It is also urged that if any fraud is involved, the respondent cannot be permitted to take advantage of the same.

5. It is contended that a strong prima facie case existed in favour of the appellant, as neither the execution of the agreement nor the receipt of payment was specifically denied by the respondent. Despite this, the trial court has ignored such material aspects and rejected the application on untenable grounds.

6. It is submitted that in the absence of an injunction, the respondent may alienate the property, thereby rendering the suit infructuous and causing irreparable loss to the appellant. It is contended that the trial court misconstrued the documentary evidence and failed to consider the material on record indicating need to preserve the property pending adjudication.

7. Lastly, it is contended that the trial court has failed to properly evaluate essential ingredients of prima facie case, balance of convenience and irreparable injury. Therefore, impugned order suffers from serious illegality and deserves to be set aside, with the injunction application being allowed.

8. Learned counsel for the respondent, on the other hand, has supported the impugned order and submitted that the trial court, after due consideration of the material on record, has rightly rejected the application for temporary injunction. It is argued that the appellant seeks injunction in respect of joint khatedari land, as referred to in Para 9 of the application, without producing any evidence of partition. In absence of such evidence, no injunction

can be granted over an undivided share. It is further contended that the appellant has not established any prima facie right over the property, and the trial court has correctly held that the respondent neither owned the land nor acquired any rights from the original khatedars. Therefore, it is prayed that the appeal may be dismissed.

9. I have carefully considered the submissions of learned counsel for both parties and perused the material on record, including the impugned order.

10. A perusal of the record, it is evident that the trial court has analyzed documents produced by both sides and recorded that there is no prima facie material to indicate that the respondent acquired any right, title or interest in the land from the original khatedars. From the documents relied upon by the appellant, it reveals that alleged agreements were either incomplete or not executed in accordance with law.

11. The trial court also noted that the appellant himself has alleged fraud and misrepresentation by the respondent. In such circumstances, the foundation of the claimed agreement is doubtful, and no prima facie case for grant of injunction arises.

12. Regarding the contention on the respondent's share in alternate land, it is observed that the land in question is joint khatedari land, and no evidence of partition has been produced. Therefore, no injunction could have been granted over such undivided property.

13. In these circumstances, this Court finds no perversity, illegality, or material irregularity in the trial court's findings. The

impugned order reflects a proper application of mind to the facts and settled principles regarding temporary injunctions.

14. In view of the above, the appeal is devoid of merit and is accordingly dismissed. The order dated 12.01.2026 of the learned trial court is affirmed.

15. Stay application as well as all other pending application(s), if any, shall also stand disposed of.

16. It is clarified that the observations made in this order are limited to the adjudication of the present appeal and shall not affect the merits of the pending suit before the trial court.

**(MUKESH RAJPUROHIT),J**

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