

AD-7-8  
Ct No.16  
07.05.2026  
(SSS)

FMAT 141 of 2026  
with  
CAN 1 of 2026

Mr. N. Rama Rao and Anr.  
Vs.  
Sri Goutam Bag and Anr.

with  
FMAT 142 of 2026  
with  
CAN 1 of 2026

Mr. N. Rama Rao and Anr.  
Vs.  
Smt. Sarobala Bag and Ors.

Mr. Debjit Mukherjee,  
Mr. Kaustav Bhattacharya,  
Ms. Priyanka Jana,  
Ms. Shruti Agarwal, Adv.  
.....For the appellants in both matters.

1. Both the present appeals have been preferred against similar orders whereby ad-interim injunction was refused to the plaintiffs/appellants in a suit for specific performance of an agreement. The primary two grounds on which such refusal occurred were that the agreement was merely a notarized document and not a registered one and that there were certain alleged discrepancies in the deed inasmuch as, in the agreement, the circumference of the suit property was filled with pencil mark and respective columns of the money

receipt as described immediately thereunder appeared to have been left blank and even the witness clause to such money receipt has been left blank.

2. However, inasmuch as registration is concerned, by operation of the proviso to Section 49 of the Registration Act, in a suit for specific performance, in order for the Court to accept a document as evidence in support of the agreement, the same is not mandatorily required to be registered. The said proposition has also been reiterated in *Muruganandam vs. Muniyandi (Died) through Lrs.*, reported at 2025 SCC OnLine SC 1067, cited by the appellants.

3. Inasmuch as the other grounds are concerned, we find that a strong *prima facie* case for injunction has been made out on the basis of the averments made in the injunction application in both the suits, insofar as the signatures of the vendors, who were the recipients of the consideration amount, do appear in the money receipt and in the last page of the agreement for sale itself, where the signatures of both the vendors as well as the purchasers/appellants find place. It is immaterial at this stage whether certain incorporations were made with pencil or pen.

4. Since a *prima facie* strong case has been made out by producing the concerned agreement and the money receipt, the Court is of the *prima facie* opinion that a strong ground for grant of injunction is established.

5. Accordingly, both the appeals will be heard on the above grounds as well as the other grounds taken in the memoranda of appeal.

6. The respondents and their men and agents shall remain restrained from transferring, alienating and/or creating any third party interest in respect of the subject property during pendency of CAN 1 of 2026.

7. The appellants shall serve copies of the memoranda of appeal as well as CAN 1 of 2026 in both the appeals on the respondents, indicating that both the applications shall be listed together for hearing in the monthly list of June, 2026, when affidavit(s) of service to that effect shall be filed by the appellants.

(Sabyasachi Bhattacharyya, J.)

(Biswaroop Chowdhury, J.)