

KARN020000302022



Presented on : 07-01-2022  
Registered on : 10-01-2022  
Decided on : 07-04-2022  
Duration : - -

**IN THE COURT OF**  
**PRL. SENIOR CIVIL JUDGE & CJM.,**  
**AT RAMANAGARA.**

**:PRESENT:**

**Presided Over by Smt.Anupama Lakshmi.B., B.A., LL.B.,  
Addl. Senior Civil Judge & JMFC.  
Ramanagara.**

**O.S. No.15/2022**

**DATED : THIS THE 07<sup>th</sup> DAY OF APRIL 2022**

**Plaintiff** : Sri.G.Krishnamurthy

**-V/s-**

**Defendants** : Smt.Gowramma and Others  
\* \* \* \*

**I.A.I**

**Applicant** : Sri.G.Krishnamurthy - - (Plaintiff)

**-V/s-**

**Opponents** : Smt.Gowramma and Others - - (Defendants)

**Orders on I.A.I filed Under Order XXXIX Rules 1 and 2 of C.P.C.,**

The applicant/plaintiff has filed the present application for temporary injunction restraining the opponents/defendants from alienating the suit schedule property in favour of the 3<sup>rd</sup> parties till disposal of the suit.

2. The applicant/plaintiff has sworn to an affidavit annexed to the application and submitted that, the defendant No.1 is the absolute owner of the suit schedule property and she entered into an agreement to sell with the plaintiff, on 07-04-2014 by receiving 50% of the sale consideration amount. Thereafter, the plaintiff approached the defendants No.1 to 11 to get the sale deed executed in

his favour. But, the defendants No.1 and 2 have entered into an agreement to sell with the defendants No.12 and 13 for a consideration amount of Rs.35,00,000/-. That the plaintiff has approached the defendants No.1 to 11 after execution of sale agreement but the said defendants postponed execution of the sale deed for one or other reasons.

That the plaintiff could not send legal notice to the defendants because the defendants No.1 and 2 have already executed another sale agreement by suppressing the agreement executed in favour of the plaintiff. There is every likelihood of defendants No.1 and 2 executing the sale deed in favour of the defendants No.12 and 13. If the sale deed is executed it will lead to multiplicity of proceedings causing irreparable injury to the plaintiff. Hence, the application.

3. The opponents/defendants No.1 to 11 filed statement of objections through their counsel by denying the case of the plaintiff. According to the said defendants,

the sale agreement is barred by law of limitation. That the defendants No.5 and 12 are minors but necessary application for appointing a guardian for the said defendants is not filed. That the suit is barred by limitation. Hence, the plaintiff cannot be granted the relief claimed by the him. Moreover, the signatures found in the sale agreement are not the signatures of the family members of the defendants as the defendants have not signed the created sale agreement. Therefore, the defendants No.1 to 11 prayed for rejection of the application with costs.

The opponents/defendants No.12 and 13 filed statement of objections. According to the said defendants the alleged sale agreement dated:07-04-2014 is not registered sale agreement and sufficient stamp duty is not paid. Therefore, the document is liable to be impounded. That the suit is barred by limitation. Therefore, the defendants No.12 and 13 by denying the case of the plaintiff prayed for dismissal of the application with exemplary costs.

4. Heard.

5. The following points arise for my determination:

- (1) *Whether the plaintiff has made out a prima-facie case?*
- (2) *Whether the balance of convenience lies in favour of the plaintiff?*
- (3) *Whether the plaintiff would suffer irreparable loss and injury if temporary injunction is not granted in his favour?*
- (4) *What order?*

6. My findings on the above points are as under:

**Point No.1 :** *In the Negative*

**Point No.2 :** *In the Negative*

**Point No.3 :** *In the Negative*

**Point No.4 :** *As per final order for the following:*

### **REASONS**

7. **Points No.1 to 3:** These points are inter connected with one another, therefore to avoid repetition and for the sake of convenience they are taken up together for consideration.

8. The present suit is for the relief of specific performance of sale agreement dated:07-04-2015. As per the agreement, the opponents have agreed to sell the suit schedule property to the applicant for Rs.95,00,000/-. As per the document, the applicant had paid Rs.45,00,000/- and the remaining Rs.50,00,000/- ought to have been paid at the time of registration of sale deed with in 11 months from the date of sale agreement. But, according to the applicant the opponents No.1 to 11 have executed the registered sale agreement in respect of suit schedule property in favour of the opponents No.12 and 13. Therefore, if the sale deed is executed in favour of opponents No.12 and 13 it will cause injury to the applicant. Hence, the applicant has sought for

the relief of temporary injunction against the opponents.

9. The applicant has produced sale agreement dated:07-04-2014. A perusal of the sale agreement shows that, the said agreement has been executed on stamp paper of the value of Rs.500/- i.e., the document is an insufficiently stamped document. It is law that, an insufficiently stamped document cannot be looked into for any purpose and no relief should be granted on the basis of such document. Therefore, this Court is of the view that, the applicant has not made out a prima-facie case in his favour and balance of convenience does not lie in his favour and he will not suffer hardship if temporary injunction is refused. Therefore, I answer **Points No.1 to 3 in the Negative.**

10. **Point No.4** : Based on findings in Points No.1 to 3, this Court proceeds to pass the following:

**ORDER**

IA-I filed by the  
applicant/plaintiff under Order  
XXXIX Rules 1 and 2 of CPC is  
rejected.

*(Dictated to the Stenographer and computerized by him, corrected, signed and then pronounced by me in the Open Court on this the 07<sup>th</sup> day of April 2022.)*

Dictated on : 06/07-04-2022  
Transcribed on : 06/07-04-2022  
Checked on : 07-04-2022  
Signed on : 07-04-2022

**(Smt.Anupama Lakshmi.B)**  
**Prl. Senior Civil Judge & CJM.,**  
**Ramanagara.**

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