



CNR: KAHC010525692026

NC: 2026:KHC:51789
WP No. 24087 of 2026

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 21ST DAY OF SEPTEMBER, 2026
BEFORE**

**THE HON'BLE MR. JUSTICE K. V. ARAVIND
WRIT PETITION NO.24087 OF 2026 (GM-CPC)**

BETWEEN:

SRI. N. SRINIVAS,
S/O LATE NARAYANAPPA,
AGED ABOUT 52 YEARS,
R/AT NO. 1213/4,
SRI LAKSHMINIVASA NILAYA,
WARD NO.1. NEAR KSRTC DEPOT.
VAPASANDRA, CHIKKABALLAPURA CITY,
CHIKKABALLAPURA DISTRICT - 562 101.

...PETITIONER

(BY SRI.CHOKKAREDDY, ADVOCATE)

AND:

SMT. MONIKA S,
D/O N. SRINIVAS,
AGED ABOUT 28 YEARS,
R/AT SRI LAKSHMINIVASA NILAYA,
WARD NO.1. NEAR KSRTC DEPOT.
VAPASANDRA, CHIKKABALLAPURA CITY,
CHIKKABALLAPURA DISTRICT - 562 101.

...RESPONDENT

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASHING ANNEXURE-A ORDER DATED:16.12.2025 ALLOWED IA NO. 1 IN OS NO.657/2025 PASSED BY II ADDL. SENIOR CIVIL JUDGE AND JMFC AT CHIKKABALLAPURA AND QUASHING ANNEXURE-B ORDER DATED:30.06.2026 MA NO.7/2026 PASSED BY THE III ADDL. DISTRICT AND SESSIONS JUDGE AT CHIKKABALLAPURA BY CONFORMING THE ORDER OF THE TRIAL COURT AND ETC.,



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THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE K. V. ARAVIND

ORAL ORDER

This petition is filed by defendant No.1 in O.S.No.657/2025, impugning the order dated 16.12.2025 passed on I.A.No.1 by the II Additional Senior Civil Judge and JMFC, Chikkaballapura, whereby the trial Court restrained the petitioner from alienating the suit schedule property till the disposal of the suit.

2. Learned counsel for the petitioner submits that the property in question is the self-acquired property of the petitioner, having been purchased within one year of the birth of the plaintiff. It is submitted that the allegation that the plaintiff had secured a loan of Rs.8,00,000/- towards contribution for construction of the house on the schedule property is without any basis.

2.1 It is further submitted that the petitioner had an independent source of income to undertake the construction and, in the absence of any evidence to establish that the



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plaintiff had contributed towards the construction of the house on the schedule property, both the Courts below committed an error in holding that the suit schedule property is the joint family property of the plaintiff and the defendants.

3. Considered the submissions made by the learned counsel for the petitioner and perused the impugned order.

4. The plaintiff has filed the suit for partition, seeking a share in the suit schedule property. In support of the claim, prima facie material has been placed on record to indicate that the plaintiff had contributed towards the construction of the house. Whether the suit schedule property is the self-acquired property of the petitioner or otherwise is a matter to be adjudicated at the trial.

5. Pending adjudication of the rights of the parties, the nature of the suit property is required to be preserved. If third-party rights are permitted to be created during the pendency of the suit, it may result in multiplicity of proceedings and prejudice the rights and interests of the parties. In that view of the matter, both the Courts below, having prima facie found



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that the plaintiff has made out a case for grant of an injunction, have rightly restrained the petitioner from alienating the suit schedule property till disposal of the suit. No ground is made out for interference.

6. Learned counsel for the petitioner submits that the First Appellate Court has exceeded its jurisdiction in restraining the petitioner from renewing the pre-existing leases. It is to be noticed that no such restriction was imposed by the trial Court in its order dated 16.12.2025. The imposition of such an additional condition would prejudice the interests of the petitioner. However, it is clarified that the petitioner shall be at liberty to extend the pre-existing leases on the same terms and conditions as are in force as on the date except to enhance lease/rent.

7. Accordingly, the writ petition is ***dismissed***.

**Sd/-
(K. V. ARAVIND)
JUDGE**