



OA.Nos.537 & 538 of 2021 in
CS.No.265 of 2021

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ABDUL QUDDHOSE, J

The suit has been filed for specific performance of agreement of sale dated 08.08.2019.

2. Under the agreement of sale, the total sale consideration payable by the plaintiffs is Rs.6,00,00,000/-, out of which, the plaintiffs have paid Rs.1,68,52,000/-. According to the plaintiffs, they have always been ready and willing to perform their part of the contract under the aforementioned sale agreement. It is their case that the defendants 1 & 2 failed to execute a sale deed in terms of agreement of sale on receipt of the balance sale consideration. In such circumstances, they have filed a suit CS.No.265 of 2021 seeking for specific performance of the agreement of sale dated 08.08.2019.

3. Prior to initiation of suit, a legal notice dated 05.05.2020 has also sent by the plaintiffs' counsel to the defendants which has been duly acknowledged on 09.05.2020. The plaintiffs have filed the bank statement of the first plaintiff to prove that they have paid the advance amount of Rs.1,68,52,000/- to the defendants which have been filed as plaint document Nos.1 to 3.



OA.Nos.537 & 538 of 2021 in
CS.No.265 of 2021

4. The plaintiffs have also filed a notice dated 02.08.2019 received from the third defendant which is the financial institution which had lent money to the defendants 1 and 2 under a mortgage intimating the plaintiffs about the outstanding amount due and payable to the third defendant. The legal notice dated 05.05.2020 sent by the plaintiffs' counsel as well as acknowledgement cards have also been filed as plaint documents.

5. By order dated 09.09.2021 passed in OA.No.537 of 2021 in CS.No.265 of 2021, this court, after considering the documents as well as the pleadings, came to the conclusion that the applicants/plaintiffs have made out a prima facie case and balance of convenience is in their favour and granted interim injunction as prayed for in O.A.No.537 of 2021 in CS.No.265 of 2021 and ordered notice to the respondents returnable by 24.09.2021. Thereafter, the interim order granted by this Court was extended on 24.09.2021 and on 29.10.2021, the interim injunction granted was extended until further orders by this Court.

6. Till date, the respondents have not filed any counter affidavit in both the applications namely A.Nos.537 & 538 of 2021, despite the interim injunction granted in favour of the applicants as early as on 09.09.2021.



OA.Nos.537 & 538 of 2021 in
CS.No.265 of 2021

7. This court after perusing the affidavit filed in support of O.A.No.537 of 2021 is of the considered view that a prima facie case has been made out by the applicants/plaintiffs and balance of convenience is also in their favour and if the interim injunction as prayed for is not granted by this Court, the applicants/plaintiffs may be put to irreparable loss as it will result in multiplicity of proceedings.

8. Accordingly interim injunction granted by this Court on 09.09.2021 in O.A.No.537 of 2021 in CS.No.265 of 2021 is made absolute and O.A.No.537 of 2021 in CS.No.265 of 2021 is allowed as prayed for.

9. Since interim injunction has been granted in O.A.No.537 of 2021 in CS.No.265 of 2021, no further orders need to be passed in the connected application namely O.A.No.538 of 2021 in CS.No.265 of 2021 and accordingly, O.A.No.538 of 2021 in CS.No.265 of 2021 is closed.

10. Post the suit for filing of written statement on 06.01.2022.

07.12.2021

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OA.Nos.537 & 538 of 2021 in
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CS.No.265 of 2021

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