HC-KAR

NC: 2026:KHC:23015
MFA No. 8344 of 2025

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 25TH DAY OF APRIL, 2026**

**BEFORE**

**THE HON'BLE MRS. JUSTICE K.S. HEMALEKHA**

**MISCELLANEOUS FIRST APPEAL NO.8344 OF 2025 (CPC)**

**BETWEEN:**

C. VENKATACHALAPATHI
S/O LATE CHINNAPPA,
AGED ABOUT 55 YEARS,
R/AT NO.288/1, 3RD MAIN,
OMBR LAYOUT,
CHIKKABANASAVADI,
BENGALURU-560043.

...APPELLANT

(BY SRI Y.R. SADASIVA REDDY, SENIOR COUNSEL FOR
SRI RAHUL S. REDDY, ADVOCATE)

**AND:**

1. K.S.R. RAMANATHAN
S/O K.S. RAMALINGAM,
AGED ABOUT 54 YEARS,
R/AT NO.37/18, KESARIMANGALAM,
BHAVANI TALUK, ERODE DISTRICT,
TAMIL NADU.

2. G. SUKUMAR
S/O G. GOVINDARAJAN,
AGED ABOUT 49 YEARS,
R/AT NO.66, U.R.NAGAR EXTN.,
CHENNAI-600101.

3. GANAGAIAH
S/O KADIRAPPA,
AGED ABOUT 73 YEARS,

4. NARAYANASWAMY
S/O GANAGAIAH

Digitally signed by
MAHALAKSHMI B M
Location: HIGH
COURT OF
KARNATAKA

AGED ABOUT 50 YEARS,

5. NAGARAJU
S/O GANAGAIAH,
AGED ABOUT 48 YEARS,

6. MANJUNATHA
S/O GANAGAIAH,
AGED ABOUT 46 YEARS,

7. NARASIMHA MURTHY
S/O GANAGAIAH,
AGED ABOUIT 44 YEARS,

8. MUNIRAJU
S/O GANAGAIAH,
AGED ABOUT 40 YEARS,

RESPONDENT NOS.3 TO 8 ARE
R/AT MEESIGANAHALLI VILLAGE,
JALA HOBLI, BANGALORE NORTH TALUK,
BANGALORE.

9. DR. K. JAYACHANDRA
S/O VENKATARAMANA RAJU,
AGED ABOUT 48 YEARS,
R/AT 615, 2ND A CROSS, 2ND BLOCK,
KALYAN NAGAR, BENGALURU.

…RESPONDENTS

(BY SRI YESHU MISHRA, ADVOCATE FOR R-1 & R-2;
V/O. DATED 09.01.2026, NOTICE TO R-3 TO R-9 IS D/W)

THIS MFA IS FILED UNDER ORDER 43 RULE 1(r) OF THE CPC AGAINST THE ORDER DATED 27.10.2025 PASSED ON I.A.NO.1 IN O.S.NO.53/2024 ON THE FILE OF THE III ADDITIONAL SENIOR CIVIL JUDGE AND J.M.F.C., DEVANHALLI, ALLOWING I.A.NO.1 FILED UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF CPC.

THIS APPEAL COMING ON FOR DICTATION OF JUDGMENT, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MRS. JUSTICE K.S. HEMALEKHA

**ORAL JUDGMENT**

This Miscellaneous First Appeal is directed against the order dated 27.10.2025 passed on I.A No. 1 in OS No. 53/2024 on the file of the III Additional Senior Civil Judge and JMFC, Devanahali, whereby the application filed by the plaintiffs under Order XXXIX Rule 1 and 2 read with Section 151 CPC has been allowed, restraining the defendants from alienating or creating third party interest over the suit 'B' schedule property pending disposal of the suit.

**BRIEF FACTS**

2. The plaintiffs instituted suit for specific performance based on a registered agreement of sale dated 10.08.2011 said to have been executed by defendant No. 7, who was the GPA holder of defendants 1 to 6, the owners of the suit schedule property. The total sale consideration according to the plaintiffs was

₹.75,00,000/- and out of which, ₹.65,00,000/- is stated to have been paid as advance. It is the case of the plaintiffs that they were always ready and willing to perform their part of the contract. Further it is stated that defendant No. 7 has failed to execute the sale deed as agreed. Subsequently, the GPA and joint development agreement came to be cancelled and the defendants have executed a sale deed and a confirmation deed in favour of defendant No. 8. Alleging such transactions are illegal and not binding on them, the plaintiffs have filed the present suit along with the application for temporary injunction.

3. Learned Senior Counsel Sri Y.R.Sadasiva Reddy appearing for the appellant would contend that the order of the Trial Court is contrary to the settled principles governing granting of temporary injunction. It is submitted that the suit is based on an agreement dated 10.08.2011 whereas the suit has been filed only in the year 2024, after an inordinate delay of about 13 years and therefore the claim is *prima facie* barred by limitation. It is further

contended that the plaintiffs have not paid the balance consideration within the stipulated period and therefore cannot be said to be ready and willing to perform their part of the contract. It is also contended that the GPA and the joint development agreement have been validly cancelled and therefore the property has been conveyed under a registered sale deed in favour of defendant No. 8 who is in possession and has developed the property. The Trial Court has failed to consider the effect of the subsequent registered transaction. It is therefore submitted that the alleged injury is compensable in terms of money and therefore no irreparable injury is made out. Hence, it is contended that the order passed by the Trial Court is liable to be set aside.

4. *Per contra*, the learned counsel appearing for the respondent Nos.1 and 2-plaintiffs would support the impugned order and contend that the plaintiffs have established a *prima facie* case by producing a registered sale deed, sale agreement and by demonstrating payment

of substantial portion of the sale consideration. It is submitted that the plaintiffs have always been ready and willing to perform their part of contract and delay, if any, is attributable to the conduct of the defendants. It is further contended that, the subsequent transactions in favour of defendant No. 8 are not binding on the plaintiffs and are intended to defeat their rights. It is submitted that if injunction is not granted, the defendants may alienate the property and cause third party rights, thereby rendering the suit infructuous. Hence, it is contended that the Trial Court has rightly exercised its discretion.

5. This Court has carefully considered the rival submission and perused the material on record. The point that arises for consideration is,

*whether the impugned order passed by the Trial Court warrants any interference?*

6. The Trial Court upon consideration of the material on record has held that the plaintiffs have made out a *prima facie* case on basis of a registered agreement and payment of substantial consideration. It was further held that the balance of convenience lies in favour of the plaintiffs and that they would suffer irreparable injury if injunction is not granted. Accordingly, the application has been allowed restraining the defendants from alienating or creating any third party interest over the suit property. At the outset, it is to be noted that the present appeal arises against an order granting temporary injunction and the scope of interference is limited to examining whether the discretion exercised by the Trial Court is in accordance with the settled principle. On re-appreciation of the material on record it is evident that though the plaintiffs rely upon a registered sale agreement and claim that they have paid substantial portion of the consideration, there is an inordinate delay of about 13 years in instituting the suit. This aspect, though ultimately to be decided at trial is

a relevant consideration even at interlocutory stage, which has not been properly examined by the Trial Court. Further, as per the terms of the agreement, the plaintiffs were required to pay the balance consideration within a stipulated period. Admittedly, the same has not been complied with. Whether the plaintiffs are ready or willing to perform their part of contract is a crucial factor affecting the existence of a *prima facie* case, which has not been adequately addressed. It is also not in dispute that the subsequent registered transaction has taken place in favour of defendant No. 8, who claims possession and development of the property. The Trial Court has not weighed the effect of these transactions while considering the balance of convenience. Insofar as irreparable injury is concerned, the claim of the plaintiffs is based on a quantified monetary transaction. Therefore, alleged injury is to a large extent compensable in terms of money. The finding of the Trial Court on this aspect is therefore not in strict consonance with the settled principles. However, at

the same time, it cannot be ignored that the plaintiffs rely upon a registered agreement and claim to have paid a substantial portion of the sale consideration. In such circumstances, completely vacating the protection granted by the Trial Court may result in multiplicity of proceedings and complications. Therefore balancing equities between the parties, this Court is of the view that the ends of justice would be met by modifying the order of injunction into an order of *status quo.* Accordingly, the point framed for consideration is answered and this Court pass the following :

**ORDER**

(i) The Miscellaneous First Appeal is ***allowed in part.***

(ii) The order dated 27.10.2025 passed on I.A No. 1 in OS No. 53/2024 by the III Additional Senior Civil Judge and JMFC, Devanahali is ***modified.***

(iii) The parties are directed to maintain *status quo* with regard to nature, possession and enjoyment of the suit 'B' schedule property.

(iv) It is made clear that neither party shall create any third party interest over the suit schedule property during the pendency of the suit.

(v) All the observations made herein are only for the purpose of deciding the interlocutory application and shall not influence the merits of the suit.

**Sd/-**

**JUSTICE K.S. HEMALEKHA**

CKL
List No.: 1 Sl No.: 34