



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 13TH DAY OF JANUARY, 2026

BEFORE

THE HON'BLE MS. JUSTICE JYOTI M

MISCELLANEOUS FIRST APPEAL NO. 8795 OF 2025 (CPC)

BETWEEN:

SRI M.RANGA RAO
S/O LATE M.RAMIAH,
AGED ABOUT 67 YEARS,
OCC: LAND LORD AND
TRANSPORT BUSINESS,
PRESENTLY R/AT MARUTHI NAGAR,
NALLORE ROAD,
CHIKKAMAGALURU-577101.

...APPELLANT

(BY SRI. VEERABHADRAIAH M., ADVOCATE)

AND:

1. M/S SRI VENTURES LAND DEVELOPERS INDIA LIMITED
A COMPANY REGISTERED UNDER
THE COMPANY ACT 1956
HAVING REGISTERED OFFICE AT
NO. 82/1, 1ST FLOOR, DR. RAJKUMAR ROAD,
PRAKASHNAGAR, RAJAJINAGAR,
BENGALURU - 560010.
REPRESENTED BY ITS DIRECTOR/MANAGER
(AUTHORISED REPRESENTATIVE)
2. SRI. N.VENKATESH
S/O NARAYANA IYENGAR,
AGED ABOUT 60 YEARS,
THE DIRECTOR,
M/S. SRI VENTURES LAND
DEVELOPERS INDIA LTD,





A COMPANY REGISTERED UNDER
THE COMPANIES ACT 1956,
HAVING REGISTERED OFFICE AT
NO. 82/1, 1ST FLOOR, DR. RAJKUMAR ROAD,
PRAKASHNAGAR, RAJAJINAGAR,
BENGALURU - 560010.

3. SMT. AMRUTHA VENKATESH
W/O N.VENKATESH
AGED ABOUT 55 YEARS,
THE DIRECTOR,
M/S SRI VENTURES LAND
DEVELOPERS INDIA LTD,
A COMPANY REGISTERED UNDER
THE COMPANIES ACT 1956,
HAVING REGISTERED OFFICE AT
NO. 82/1, 1ST FLOOR, DR. RAJKUMAR ROAD,
PRAKASHNAGAR, RAJAJINAGAR,
BENGALURU-560010.

ALSO, AT
THE PARTIES AT SL.NO.2 AND 3
ARE RESIDING AT NO. 115,
3RD MAIN ROAD, BASAVESHWARANAGAR,
BENGALURU-560079.

4. SRI. V.VASUKISHAYANA
S/O N.VENKATACHAR,
AGED ABOUT 48 YEARS,
THE DIRECTOR,
THEN MANAGER OF
M/S SRI VENTURES LAND
DEVELOPERS INDIA LTD,
HAVING REGISTERED OFFICE AT
NO. 82/1, 1ST FLOOR, DR. RAJKUMAR ROAD,
PRAKASHNAGAR, RAJAJINAGAR,
BENGALURU 560010.

ALSO, AT
NO. 57, POST OFFICE ROAD,



J.P.NAGAR POST, YELACHENAHALLI,
BENGALURU-560 078.

5. SRI. M.J.CHANDRASHEKARA SETTY,
S/O M.L.JAGANNATH SETTY,
AGED ABOUT 59 YEARS,
PRESENTLY R/A B.H.ROAD, KADUR,
CHIKKAMANGALURU DISTRICT - 577548
6. SRI. M.R.SHANKAR
S/O M.L.RAMACHANDRA SETTY,
AGED ABOUT 45 YEARS,
PRESENTLY R/A B.H.ROAD, KADUR,
CHIKKAMANGALURU DISTRICT- 577548.
7. SRI. M.B.SHASHI
S/O M.L.BALAKRISHNA SETTY,
AGED ABOUT 50 YEARS,
PRESENTLY R/A K.M.ROAD, KADUR,
CHIKKAMANGALURU DISTRICT- 577548.
8. SRI. M.B.SATHISH KUMAR
S/O M.L.BALAKRISHNA SETTY,
AGED ABOUT 53 YEARS,
PRESENTLY R/A K.M ROAD, KADUR,
CHIKKAMANGALURU DISTRICT- 577548.

...RESPONDENTS

(BY SRI. B.ROOPESHA, ADVOCATE FOR R1 TO R4;
VIDE ORDER DATED 07.01.2026, NOTICE TO R5 TO R8)

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER
ORDER 43 RULE 1(r) OF THE CODE OF CIVIL PROCEDURE,
1908.

THIS MISCELLANEOUS FIRST APPEAL HAVING BEEN
HEARD AND RESERVED FOR ORDERS ON 07.01.2026, THIS
DAY, AN JUDGMENT IS PRONOUNCED AS UNDER:



ORAL/CAV JUDGMENT

Sri. M. Veerabhadraiah, counsel for the appellant and Sri. Roopesha, counsel for respondents 1 to 4, appeared in person.

2. For convenience's the parties shall be referred to as per their status and ranking before the Trial Court.

3. The plaintiff filed a suit seeking the relief of specific performance on the following averments.

4. It is stated that Defendant Nos.5 to 8, being the owners of the Schedule A property, entered into a registered Joint Development Agreement on 20.05.2013, with a subsequent supplementary agreement dated 05.11.2015 with the first defendant - company represented by its Director and executed a registered GPA dated 05.11.2015 in favour of the first defendant - company to facilitate them to carry out the development work without any problem. In terms of the registered JDA, the first defendant - company shall get 36% share in the developed area in the Schedule 'A' property.

5. The records maintained by the statutory authority under the respective statute show that defendant No.1 is a



company registered under the provisions of the Companies Act, 1956. Defendant Nos.2, 3 and 4 are the Directors of the first defendant - company.

6. The first defendant - company represented by its Director based on the JDA and supplementary agreement, entered into an agreement of sale dated 26.12.2015 with the plaintiff to sell the Suit Schedule 'B' property out of their 36% share in the developed area in Suit Schedule 'A' property for a valuable sale consideration amount of Rs.24,03,480/- and received first part sale consideration amount of Rs.4,95,758/- from the plaintiff through the mode mentioned therein. The plaintiff, having agreed to purchase the suit Schedule 'B' property, became a party to the agreement of sale. The registered agreement of sale dated December 26, 2015, stipulates certain terms and conditions that are binding on both parties.

7. Upon the exchange of notices between the plaintiff and the defendant No.1, and when the defendant No.1 refused to execute the registered sale deed on technical grounds, the plaintiff was left with no alternative in the preliminary stage.



Hence, he filed suit for specific performance before the Commercial Court, Chikamangaluru, in Commercial O.S.No.60 of 2023. The Commercial Court, in its order dated 11.07.2023, returned the plaint directing the plaintiff to represent the same before the jurisdictional Civil Court. It is stated that along with the plaint, applications in I.A.Nos.1 and 2 under Order XXXIX Rule 1 and 2, read with Section 151 of CPC, was filed for the grant of temporary injunction against defendants 1 to 4.

8. Thereafter, the plaintiff represented the plaint before the Senior Civil Judge and JMFC at Kadur in O.S.No.143 of 2023. On service of notice to defendants 1 to 8, they appeared and filed their written statement. However, defendant Nos.5 to 8 did not contest I.A.Nos.1 and 2. But defendant Nos.1 to 4 adopted averments of the written statement as objections to I.A.Nos.1 and 2 and contested the applications. The Trial Court, in its order dated 28.08.2025, dismissed the applications. Under these circumstances, the appellant has filed the above appeal on several grounds as set out in the Memorandum of Appeal.



9. Counsel for the respective parties urged several contentions. Counsel for the appellants placed reliance on the following decisions.

1. DALPAT KUMAR AND ANOTHER VS PRALHAD SINGH AND OTHERS (1992) 1 SCC 719.
2. S. BRAMHANAND AND OTHERS VS K.R. MUTHUGOPAL (DEAD) AND OTHERS (2005) 12 SCC 764.
3. PANCHANAN DHARA AND OTHERS VS MONMATHA NATH MAITY (DEAD) THROUGH LR'S AND OTHERS (2006) 5 SCC 340.
4. ZENT MATPLAST PRIVATE LIMITED VS STATE OF MAHARASTRA AND OTHERS (2009) 10 SCC 388.
5. MAKERS DEVELOPMENT SERVICES PRIVATE LIMITED VS M. VISVESVARAYA INDUSTRIAL RESEARCH AND DEVELOPMENT CENTRE (2012) 1 SCC 735.
6. MARIA MARGARIDA SEQUEIRA FERNANDES AND OTHER VS ERASMO JAC DE SEQUEIRA (DEAD) THROUGH LRS. (2012) 5 SCC 370
7. PRASAR BHARATI VS BOARD OF CONTROL FOR CRICKET IN INDIA AND OTHERS (2015) 6 SCC 614.



10. Heard the arguments and perused the papers with care.

11. Is the Trial Court justified in rejecting the applications?

Before addressing this point directly, we should first briefly review the basics of a temporary injunction.

An injunction is a judicial proceeding whereby a party is required to do, or to refrain from doing, any particular act. It is a remedy in the form of an order of the Court addressed to the particular person that either prohibits him from doing or continuing to do a particular act (prohibitory injunction), or orders him to carry out a certain act (mandatory injunction).

Injunctions are of two kinds:

- (i) Temporary and
- (ii) Permanent.

A permanent injunction restrains a party forever from doing the specified act and can be granted only on the merits at the conclusion of the trial after hearing both parties to the suit. On the other hand, a temporary or interim injunction



restrains a party temporarily from doing the specified act and can be granted only until the disposal of the suit or until further orders of the Court. It is regulated by the provisions of Order XXXIX of the Code of Civil Procedure, 1908 and may be granted at any stage of the suit.

Before granting the temporary injunction, the following considerations are required to be satisfied:

- (i) There is a prima facie case in favour of the plaintiff and against the defendant.
- (ii) That irreparable injury is likely to be caused to the plaintiff which cannot be compensated for in terms of money.
- (iii) That the balance of convenience lies in favour of the plaintiff and against the defendant.
- (iv) The conduct of the plaintiff should be fair and honest.

12. Acknowledging the background, the factual data present the following picture.



13. The plaintiff initiated the present suit in 2023, seeking the specific performance of a contract dated December 26, 2015. Defendant Nos.1 to 4 contend that time was the essence of the contract and specifically assert that they did not breach any of its terms. Furthermore, the Defendants maintain that they lawfully forfeited the advance sale consideration amount. They had issued a notice on September 27, 2022. Finally, they contend that the principles of limitation bar the Plaintiff's claim.

14. The plaintiff has filed two separate Interlocutory Applications (IAs) under Order XXXIX Rules 1 & 2 read with Section 151 of the CPC, seeking temporary injunctions to restrain defendant Nos.1 to 4 from altering the nature or putting up construction on the suit schedule 'B' property, and further to restrain them from alienating, encumbering, or creating any third-party interest in the said property pending the final disposal of the suit. Notably, defendant Nos.1 to 4 advanced a unified position, adopting the same contentions (as contended in the written statement) as their objections to the applications. The Trial Court rejected the applications by taking



note of the *prima facie* case and the balance of convenience. To be precise, the Trial Court, after evaluating the *prima facie* evidence and the balance of convenience, denied the applications. I concur; the refusal was both just and proper.

15. The plaintiff instituted the present suit in 2023, seeking, *inter alia*, the specific performance and enforcement of the contract dated December 26, 2015. Simultaneously, the plaintiff moves two applications seeking an order of temporary injunction to preserve the subject matter of the suit during the pendency of the proceedings.

16. For an injunction to be granted, the plaintiff must typically demonstrate a *prima facie* case, the balance of convenience in his favour, and the likelihood of suffering irreparable injury if the injunction is not granted. An eight-year delay makes it difficult to prove the urgency of "irreparable injury". The plaintiff failed to exercise his right for almost eight years, thereby unduly prejudicing the defendants 1 to 4. The plaintiff, by keeping quiet for eight years, is barred by the doctrine of laches from seeking an immediate injunction. The inordinate and unreasonable delay has caused



circumstances to change significantly over time, and a party seeking urgent, immediate equitable relief (such as an injunction) must approach the court within a reasonable time. His long period of acquiescence invalidates his current claim for immediate relief.

17. It is a well-settled principle of law that interim relief can always be granted in aid of and as ancillary to the main relief available to the party on final determination of his rights in a suit or any other proceeding. Therefore, a Court undoubtedly possesses the power to grant interim relief during the pendency of the suit. Temporary injunctions are thus injunctions issued during the pendency of proceedings.

18. The Trial Court rightly found that the plaintiff failed to establish a *prima facie* case for the grant of a temporary injunction, as the material on record did not demonstrate sufficient grounds for immediate intervention, nor was the balance of convenience established in the Plaintiff's favour.

19. It is noted that the issue of limitation is a substantial question requiring full consideration and cannot be



conclusively decided at the interlocutory stage. Nevertheless, the Court's decision to deny the injunction was well-founded, as the plaintiff did not satisfy the foundational requirements for temporary relief, particularly failing to make out a *prima facie* case that warranted such an equitable intervention.

20. The power to grant or refuse a temporary injunction rests on the sound exercise of discretion by the Court, which must be based on established principles, including a *prima facie* case, balance of convenience, and irreparable injury. The grant or refusal of a temporary injunction is a matter of judicial discretion, and the Trial Court has exercised this discretion judiciously and on sound legal principles, establishing a strong *prima facie* case and balancing the conveniences; therefore, the order cannot be set aside as it's not arbitrary or capricious. The Trial Court arrived at a just conclusion, which warrants no interference from this Court.

21. Counsel for the appellant placed reliance on several decisions, but I do not think the law is in doubt. Each decision turns on its own facts. The present case is also tested in the light of the decisions referred to *supra*.



The appeal is dismissed.

Because of the dismissal of the appeal, all pending interlocutory applications are disposed of.

SD/-
(JYOTI M)
JUDGE

SS
List No.: 1 Sl No.: 2