

ORDER BELOW AT EXH. 5

1. Read an application. Perused the record. Heard the learned counsel for the plaintiff Advocate Smt. Tawar.

The learned counsel for the plaintiff submitted that the plaintiff is the tenant of defendant by way of agreement dated 01.07.2017. It is the submission of the plaintiff that the defendant handed over the possession of agricultural land i.e. Kh.No.136 of village Chehadi to the plaintiff as per the agreement dated 01.07.2017. According to the plaintiff, the effect of agreement dated 01.07.2017 is upto 31.06.2020. However, the defendant issued letter to the plaintiff on 15.01.2018 and terminated the tenancy and directed to vacate the suit premises. The defendant can also dispossess the possession of the plaintiff without following due process of law. Therefore, the plaintiff submitted to grant ad interim injunction against the defendant.

As per the case of the plaintiff, defendant is the lawful owner of the suit property. Plaintiff is the tenant of the defendant. The entire case of the plaintiff is depended upon the agreement dated. 01.07.2017 which is executed in between the plaintiff and the defendant. Therefore, it is also necessary to hear the defendant to decide this application. *Adi ulterm partem* is the rule of law. No ad interim injunction can be granted in favour of the plaintiff without hearing the defendant. I am of the opinion that the plaintiff is not entitled for ad interim injunction. Hence,

issue show cause notice to non-applicant/defendant as to why the temporary injunction should not be granted in favour of the plaintiff. Issue notice to defendant returnable on 23.02.2018. The Special Bailiff be provided to the plaintiff to serve the summons to the defendant if the plaintiff is required.

Mouda.
Dt.15.02.2018

(D. D. Fulzele)
Civil Judge, Jr.Dn.
Mouda