

**INTERIM ORDERS IMPORTANCE, BASIS FOR GRANTING OR
REJECTING INTERIM ORDERS AND IMPORTANCE OF REASONED
ORDER**

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INTRODUCTION

According to the dictionary meaning, "interim" means "for the time being", "in the meantime", "meanwhile", "temporary", "provisional", "not final", "intervening". The word "interim" when used as a noun means "intervening" and when used as an adjective, it means "temporary" or "provisional". Thus, interim or interlocutory orders are those orders passed by a court during the pendency of a suit or proceeding which do not determine finally the substantive rights and liabilities of the parties in respect of the subject-matter of the suit or proceeding.

"Interlocutory" means, not that which decides the cause, but that which only settles some intervening matter relating to the cause, a decree or judgment given provisionally during the course of a legal action.

After a suit is instituted by the plaintiff and before it is finally disposed of, the court may make interlocutory orders as may appear to be just and convenient. They are made in order to assist the parties to the suit in the prosecution of their case or for the purpose of protection of the subject-matter of the suit.

Interim orders are necessary to deal with and protect rights of the parties in the interval between the commencement of the proceedings and final adjudication. They enable the court to grant such relief or to pass such order as may be necessary, just or equitable. They also prevent any abuse of process during the pendency of proceedings. Hence, interim or interlocutory proceedings play a crucial role in the conduct of litigation between parties.

While its issuance relies on the discretionary powers of the court, it must be grounded in legal principles rather than granted arbitrarily. As observed by the Honourable Supreme Court in **Bharat Coking Coal Ltd. v. Chandrama Hard Coke Mfg. Co., (2006) 4 CHN 468** an interim order is always passed by a court on a prima facie appraisal of the facts and circumstances of a particular case, and therefore cannot be regarded as a precedent for future cases. Each interim order is sui generis, dependent upon the unique factual matrix and the stage of proceedings at which it is sought.

Difference between interim and interlocutory orders

Interim orders and interlocutory orders serve distinct legal functions during the pendency of a suit. The fundamental difference lies in their impact on the substantive rights of the parties: an interim order temporarily adjudicates or protects a specific right or property until final disposal, whereas an interlocutory order is strictly procedural, issued to manage the progression of the case itself without touching upon the core dispute.

An interim order acts as a protective measure to maintain the status quo and ensure that the final judgment is not rendered infructuous by the actions of either party during the trial. Common examples include temporary injunctions to halt an eviction, orders for the attachment of property before judgment etc.... These directives temporarily halt or compel specific actions regarding the subject matter of the litigation and remain in effect either for a specified period or until the final decree is pronounced.

In contrast, an interlocutory orders dealing purely with administration of the trial. These orders regulate the procedural flow of the court which include routine directives such as granting adjournments, issuing summons to witnesses, ordering the discovery of documents, or allowing the amendment of pleadings. They do not determine any substantive rights, liabilities, or claims of the parties in relation to the main controversy, serving only to facilitate the adjudication process.

1. IMPORTANCE OF INTERIM ORDERS

An interim order is a temporary order passed by a court while a case is still going on. Its main purpose is to keep things as they are until the court decides the case finally. This prevents either party from selling, destroying, wasting, or hiding the disputed property or rights and making the final judgment useless.

Civil cases take a long time. During this period, a person may suffer harm that money cannot fully repair later. Interim orders help prevent such harm. For example, in a trademark case, the court can temporarily stop the defendant from using the infringing mark so that the plaintiff's goodwill and market share are not further damaged.

But interim orders are not only for the plaintiff. They can also protect the defendant, but the court must balance the harm to both sides. Interim orders like attachment before judgment or appointment of a receiver help ensure that the defendant's assets remain available if the plaintiff wins.

Interim orders also regulate the parties' rights and duties temporarily. They may decide who has possession, how property should be secured, or how documents should be inspected. This keeps the case fair and orderly and stops one side from taking unfair advantage through self-help.

In one line An interim order is a temporary court order that protects the disputed subject matter, prevents irreparable harm, balances the interests of

both parties, and ensures that the final decision of the court does not become useless.

2. BASIS FOR GRANTING INTERIM RELIEF

Courts do not grant interim orders arbitrarily; instead, they must satisfy a series of stringent statutory conditions. Judicial practice has developed a mature set of review criteria, commonly known as the "triple test":

First, Prima Facie Case: The applicant must demonstrate that their claim has a reasonable likelihood of success on the merits that is, there exists a "serious question to be tried." This is the threshold requirement for initiating interim relief. As held in **Martin Burn Ltd. v. R.N. Banerjee, AIR 1958 SC 79**, a prima facie case does not mean a case proved to the hilt but a case which can be said to be established if the evidence which is led in support of the same were believed.

Second, Irreparable Injury: The applicant must show that, if interim relief is not granted, they will suffer serious harm that cannot be adequately compensated by monetary damages. "Irreparable injury" does not mean that there must be no physical possibility of repairing the injury, but means only that the injury must be a material one, namely one that cannot be adequately compensated by way of damages (**Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719**).

Third, Balance of Convenience: The court must weigh the consequences of granting versus not granting interim relief to both parties, and determine which side's potential harm is more significant. This criterion requires the court to carefully compare and balance the interests of both sides.

In Mandati Ranganna v. T. Ramachandra :AIR 2008 SC 2291,

it is held that while considering an application for grant of injunction, the Court will not only take into consideration the basic elements in relation thereto, viz., existence of a prima facie case, balance of convenience and irreparable injury. It must also take into consideration the conduct of the parties. Grant of injunction is an equitable relief. A person, who had kept quiet for a long time and allowed another to deal with the properties exclusively, ordinarily would not be entitled to an order of injunction. The court will not interfere only because the property is a very valuable one. The court, dealing with such matters, must make all endeavours to protect the interest of the parties.

3. BASIS FOR REJECTION OF INTERIM RELIEF

An interim relief is an equitable remedy, courts will decline to grant it even where a prima facie case exists under the following circumstances:

1. Failure to Satisfy the Triple Test i.e., prima facie case, balance of convenience, irreparable injury fails, the application is dismissed.

2. The party seeking equity must come with clean hands. Misrepresentation, concealment of material facts, or fraudulent conduct results in an outright refusal.
3. Unexplained delay in approaching the court, or passive acquiescence while the other party altered their position, defeats the claim of urgency.
4. Relief is routinely denied if restraining an act disrupts critical public infrastructure, tax and revenue recovery, ongoing statutory tender processes, or public administration, unless gross illegality is evident on the face of the record.
6. Where the law provides an equally effective and accessible alternative forum or remedy, interlocutory injunctions are generally refused.

4. IMPORTANCE OF REASONED ORDER

Every interim order shall be a reasoned order a cryptic order shall not be delivered because If a judge simply writes “Application allowed” or “Stay granted” without giving reasons, the losing party cannot properly file an appeal/review. In order to appeal, the losing party must prove to a higher court why the judge made a legal mistake. Without a reasoned order, the higher court has no idea what facts the judge believed, which law he applied, or how he used his discretion. A cryptic order effectively kills the right to appeal, because the party cannot challenge a decision which they do not understand.

Every judicial, administrative, or quasi-judicial order must be supported by clear reasoning, because reason is the soul of an order, and an unreasoned order is essentially dead. Every judicial order should contain sound reasons. If valid reasons are not found in any order, such order becomes erroneous. Recording of reasons in support of a decision on a disputed claim ensures that the decision is not a result of caprice, whim or fancy but was arrived at after considering the relevant law and that the decision was just. An order without reasons deprives the parties of the right to know the basis of the adjudication, fundamentally violating procedural justice.

The affected party has a fundamental right to know "Why the interim order was passed and under what grounds it was disposed. A reasoned order will show the reasons, but the cryptic order doesn't show the reasons of the interim order. Writing reasons forces the judge to slow down, think logically, and connect the specific facts of the case to the specific law. It acts as a self-check and ensure accountability. Even though interim orders are labelled "temporary," they often decide the entire fate of the case in reality.

If a court gives a cryptic order stopping a government tender, the project is delayed for years. If a court cryptically restrains a company from selling a product, the company goes bankrupt before the final trial even starts. Because the practical impact is so huge, the judge must treat it with the same

seriousness as a final judgment and justify why they are inflicting that harm right now, rather than waiting for the full trial.

When the judge writes detailed reasons, it clarifies exactly what was provisionally decided and what was left open for the final trial. This prevents confusion later. A cryptic order leaves the trial court guessing about what preliminary findings were made, which can lead to contradictory rulings down the line. Cryptic orders, are often seen as a sign of laziness, over-work, or an attempt to avoid responsibility. The legal profession demands respect, and that respect comes from clear, logical, and transparent writing.

In a nutshell A cryptic order treats the litigant like a subject who must blindly obey. A reasoned order treats the litigant like a citizen who has the right to understand, question, and challenge the court's decision. That is why every procedural law and constitutional guideline mandates that even temporary orders must contain clear, logical reasons.

Under Order 39, Rule 3 of the Civil Procedure Code, when a court grants an interim injunction ex parte (without notice to the opposite party), it must record the reasons for its opinion that "the object of granting the injunction would be defeated by delay." Recording reasons is not a matter of form but is mandatory. Non-compliance may lead to the vacation of the order.

Safeguard for Judicial Review

Courts have clearly held that interim orders are subject to judicial review; without stated reasons, the process of judicial review itself would be severely hampered. Refusing to grant an interim order without assigning reasons is equivalent to an arbitrary and capricious order, violating the fundamental principles of natural justice. A failure to record reasons implies an arbitrary action or a non-application of mind

Requirement of Transparency and Accountability

Every judicial order must be supported by reasons. Providing reasons ensures the transparency and fairness of judicial proceedings and is a core element of the protection afforded by natural justice. Courts must ensure both parties have adequate opportunity to present their arguments when granting or refusing interim relief.

In **Kranti Associates (P) Ltd. v. Masood Ahmed Khan, (2010) 9 SCC 496**, the Honourable Supreme Court observed:

"Reasons introduce clarity in an order. On plainest consideration of justice, the High Court ought to have set forth its reasons, howsoever brief, in its order indicative of an application of its mind, all the more when its order is amenable to further avenue of challenge. The absence of reasons has rendered the High Court's judgment not sustainable."

**in Secretary and Curator, Victoria Memorial vs. Howrah Ganatantrik
Nagarik Samiti and others 2010 (3) SCC 732**

Honorable supreme court highlighted the importance of reasoned order in following term:

para 32: Reason is the heart beat of every conclusion. It introduces clarity in an order and without the same, it becomes lifeless. Reasons substitutes subjectivity by objectivity. Absence of reasons renders the order in defensible/un sustainable particularly when the order is subject to further challenge before a higher forum.

The Honorable Supreme court in the case of Assistant commissioner commercial tax department works contract and leasing kota vs. Shukla and brothers (2010) 4 SCC 785

para 27. by practice adopted in all courts and by virtue judge made law that concept of reasoned judgment has become an indispensable part of basic rule of law and, in fact, is a mandatory requirement of the procedural law. Clarity of the thoughts leads to clarity of vision and proper reasoning is the foundation of the justice and fair decession. Failure to give reasons amounts to denial of justice. Reasons are the real live links to the administration of justice

**In Jitesh kumar vs. Devamitra by Honourable Karnataka High Court
decided on 20-07-2016**

para 10. in catena of cases, decided by this court as well as the Honourable supreme court, the judicial officers have been reminded that, they must pass a reasoned order, there by revealing the factors which are in their minds for allowing, or disallowing the application.

**Smt. Rajanibai Ravindra deshmun and others vs. Vasanth athmaram
keshavwarthar Irs and others Honorable Bombay High court
decided on 11-3-2025**

para no. 8 observed that failure to give reasons amounts to denial of justice and assigning reasons is basic rule of law and it is a mandatory requirement of procedural law.

Effective Exercise of Appellate Rights

An order without reasons makes it difficult for the aggrieved party to effectively exercise their right of appeal, as the appellate court lacks a sufficient basis for review.

Important points for Recording Reasons

1. Clarity and Transparency: Reasons introduce clarity and enable parties to understand the basis of the decision.

2.Application of Mind: Reasons demonstrate that the judicial officer has applied his mind to relevant considerations.

3.Appellate Scrutiny: Reasons facilitate effective appellate or supervisory scrutiny.

4.Prevention of Arbitrariness: Reasons act as a safeguard against arbitrary exercise of judicial power.

5.Fairness and Natural Justice: The affected party can know why the decision has gone against him.

6.Objectivity: Reasons substitute subjectivity by objectivity.

5. DURATION AND CONTINUANCE OF INTERIM ORDERS

General Principle

The duration, scope, and continuance of an interim order may be limited by the court at the time of granting it. Generally, courts may restrict the duration of an interim order by:

Limiting it to a specific date, Limiting it to the date of the next hearing, Limiting it until the fulfilment of specified conditions.

Special Rules for Ex Parte Interim Orders

Interim orders granted ex parte should have a limited duration and may be converted into a formal interim order after giving all parties an opportunity to be heard.

Order 39, Rule 3A of the Civil Procedure Code provides that after granting an injunction ex parte, the court shall endeavor to dispose of the application within 30 days; if unable to do so, it shall record reasons for the inability. If the court fails to dispose of the application within the stipulated period, the original ex parte interim order shall automatically lapse, but this does not preclude the court from re-granting the interim order after hearing both parties.

The Position After Allahabad High Court Bar Assn.

The Honorable Supreme Court in **Allahabad High Court Bar Assn. v. State of U.P., (2024) 6 SCC 267** has clarified that a reasoned stay order, if not specified to be time bound, would remain in operation till the decision of the main matter or until and unless an application is moved for its vacation and a speaking order is passed either extending, modifying, varying, or vacating the same.

Automatic Vacation Under Article 226(3)

Article 226(3) of the Constitution provides for automatic vacation of interim orders in certain circumstances where an interim order is obtained without

notice and without giving the affected party an opportunity of being heard. The High Court is required to dispose of the vacation application within two weeks, and if not disposed of within that period, the interim order automatically stands vacated.

6. REVIVAL OF INTERIM ORDERS UPON RESTORATION OF SUIT

General Rule: Ancillary Interim Orders Revive with Restoration

When a suit dismissed for default is restored, all interlocutory matters shall stand revived, unless the order of restoration provides otherwise. The position of the courts is that upon restoration of the suit, the parties shall be placed in the position they occupied at the time the court dismissed the suit for default. Consequently, interim orders passed prior to the dismissal should revive upon the setting aside of the dismissal and restoration of the suit.

Nature of Ancillary Orders

Orders of stay pending final disposal of the suit are ancillary orders, whose purpose is to aid the final decree in the main suit. Therefore, when a suit dismissed for default is restored by court order, all ancillary orders passed in that suit shall stand revived, unless other factors in the record or the dismissal order indicate a contrary intention.

Judicial Precedents

1. *Vareed Jacob v. Sosamma Geevarghese*, (2004) 6 SCC 378

18. In the case of *Saranatha Ayyangar v. Muthiah Moopanar* [AIR 1934 Mad 49 : ILR 57 Mad 308] it has been held that on restoration of the suit dismissed for de-fault all interlocutory matters shall stand restored, unless the order of restoration says to the contrary. That as a matter of general rule on restoration of the suit dismissed for default, all interlocutory orders shall stand revived unless during the interregnum between the dismissal of the suit and restoration, there is any alienation in favour of a third party. **Similar**

2. Honourable Madras High Court (Full Bench) in *Tavvala Veeraswami v. Pulim Ramanna*, AIR 1935 Mad 365: An order of attachment before judgment automatically revives on restoration of a suit.

3. Honourable Andhra Pradesh High Court in *Nandipati Rami Reddi v. Nandipati Padma Reddy*, AIR 1978 AP 30: All interlocutory orders and their operation during the period between dismissal and restoration shall stand revived.

4. Honourable Patna High Court in *Bankim Chandra v. Chandi Prasad*, AIR 1956 Pat 271: Orders of stay pending disposal of the suit are ancillary orders and revive upon restoration of the suit.

Exceptions

1. Court Explicitly Vacates Ancillary Order: If the court explicitly vacates the ancillary order while dismissing the suit, the restoration of the suit will not revive such ancillary order.

2. Third-Party Rights in the Intervening Period: If, during the period between dismissal and restoration of the suit, dispositions in favor of third parties have occurred, the revival of ancillary orders may be affected.

3. Special Rule for Attachment before Judgment: Under Order 38, Rule 9 of the Civil Procedure Code, an attachment before judgment must be lifted upon dismissal of the suit and therefore does not revive automatically.

Majority and Minority Opinions

In **Vareed Jacob v. Sosamma Geevarghese (2004) 6 SCC 378**:

(a) Majority Opinion (V.N. Khare, C.J. and S.H. Kapadia, J.): If a suit is dismissed for default without mentioning the previously passed ancillary orders, the interim orders should revive upon restoration of the suit.

(b) Minority Opinion (S.B. Sinha, J., dissenting): Held that "the court cannot say that despite the sale (effected during the period between dismissal and restoration of the suit) being valid, the attachment order should revive. Such a conclusion resulting from judge-made law may be illogical."

7. STATUTORY FOUNDATION FOR INTERIM ORDERS

Interim orders in civil proceedings are mainly found in the Code of Civil Procedure, 1908 (CPC).

Here is a quick overview of the interim orders available under the CPC:

- 1.Payment in Court — Order 24.
- 2.Security for Costs — Order 25.
- 3.Commissions — Order 26.
- 4.Arrest before Judgment — Order 38.
- 5.Attachment before Judgment — Order 38.
- 6.Temporary Injunctions — Order 39.
- 7.Interlocutory Orders — Order 39.
- 8.Receiver — Order 40.

Let us now discuss each of these in detail.

(i) PAYMENT IN COURT: ORDER 24

What is Payment In Court?

Just as a plaintiff can abandon his suit, a defendant in a suit for debt or damages can deposit money in court at any stage of the suit. This deposit represents what the defendant considers to be full satisfaction of the plaintiff's claim.

Key Rules:

- 1.The deposited amount shall be paid to the plaintiff on his application, unless the court directs otherwise.
- 2.The deposit must be unconditional.
- 3.No interest shall be allowed to the plaintiff on the sum deposited by the defendant.
- 4.If the amount is deposited at the stage of final arguments only to save payment of interest, the application can be rejected.

What happens next?

- 1.If the plaintiff accepts the sum as full satisfaction: The court shall record his statement and pronounce judgment accordingly.
- 2.If the plaintiff accepts it as partial satisfaction: He is entitled to continue the suit for the balance amount. However, if it is ultimately found that the deposit was in full satisfaction of the plaintiff's claim, the plaintiff shall pay all costs incurred after such deposit.

Why is it interim in nature?

The deposit is a temporary, conditional step taken while the suit is active. It does not finally decide who wins the case, but addresses the financial aspect of the claim during the ongoing trial.

(ii) SECURITY FOR COSTS: ORDER 25

Applicability

Rule 1 of Order 25 provides for taking security for the costs of the suit. The court may, at any stage of the suit, order the plaintiff to give security for the payment of the defendant's costs.

1. This is at the discretion of the court.
2. The court can exercise this power on an application by the defendant or suo motu (on its own motion).

When is the court bound to make such an order?

In the following circumstances, the court shall make such an order:

1. Where the plaintiff resides outside India, or where there are two or more plaintiffs and all of them reside outside India; and
2. Where the sole plaintiff or none of the plaintiffs has sufficient immovable property within India (other than the suit property).

Rule 10 of Order 41 provides for taking security for costs of appeal.

Object

The object of this rule is to protect the defendant in certain cases where, if the defendant succeeds, he may have difficulty in realising his costs from the plaintiff.

It is a discretionary power that can be exercised only in exceptional circumstances, where it is shown that the exercise of power is necessary for the reasonable protection of the defendant's interests.

It was decided in **Armugam Chettiar Vs. KRS Sevugan Chettiar AIR 1950 Mad 779**.

Important Points:

1. An order for security of costs may be passed by the court either suo motu or on the application of the defendant.
2. The order must be a reasoned one.
3. The provisions apply even to a minor plaintiff.

Why is it interim in nature?

This is a procedural safeguard applied during the pendency of the litigation to protect the defendant against frivolous or untraceable claims. It operates entirely as an interim requirement before the final adjudication.

(iii) COMMISSIONS: ORDER 26

Sections 75 to 78 deal with the powers of the court to issue commissions and detailed provisions have been made in Order 26 of the Code. The power of the court to issue commission is discretionary and can be exercised by the court for doing full and complete justice between the parties.

It can be exercised by the court either on an application by a party to the suit or of its own motion (suo motu)

Section 75 enacts that a court may issue a commission for any of the following purposes:

- (i) to examine witnesses sec 76 – 78 order 26 rule 1-8
- (ii) to make local investigation; Rule 9 and 10
- (iii) to adjust accounts; Rule 11 and 12
- (iv) to make partition; Rule 13 and 14
- (v) to hold investigation; Rule 10-A
- (vi) to sell property Rule 10-C
- (vii) to perform ministerial act. Rule 10-B

(iv) ARREST BEFORE JUDGMENT: ORDER 38 RULES 1-4

Nature and scope

Generally, a creditor having a claim against his debtor has first to obtain a decree against him and then execute the said decree by having him arrested or his property attached in execution under the provisions of Order 21. Under special circumstances, however, the creditor can move for the arrest of the debtor or for the attachment of his property even before the judgment.

Object

The object underlying these provisions is to enable the plaintiff to realise the amount of decree if one is eventually passed in his favour and to prevent any attempt on the part of the defendant to defeat the execution of such decree passed against him.

Where arrest before judgment not allowed?

An order for arrest of a defendant before judgment cannot be obtained in any suit for land or immovable property specified in clauses (a) to (d) of Section 16 of the Code. Arrest before judgment also cannot be allowed to convert unsecured debt into a secured debt or to ensure easy execution of decree, **it was decided in *Raman Tech and process Engg company vs. Solanki Traders* (2008) 2 SCC 302.**

Appeal

An order passed under Rule 2, 3 or 6 of Order 38 is appealable under order 43 Rule 1.

Revision

An order of arrest made under Rule 1 of Order 38 can be said to be a "case decided" under Section 115 of the Code and is revisable (*Selvarathinam Vs. Rajasekaram nair* AIR 2001 Kerala 1)

(V) ATTACHMENT BEFORE JUDGMENT: ORDER 38 RULES 5-13

Nature and scope

Like arrest before judgment, in certain circumstances, an attachment before judgment may be ordered by the court. Rules 5-13 of Order 38 deal with attachment before judgment.

Object

The primary object of attachment before judgment is to prevent any attempt on the part of the defendant to defeat the realisation of the decree that may be passed against him. It thus prevents any attempt on the part of the defendant to defeat realisation of the decree passed in favour of the plaintiff.

In Sardar Govindrao v. Devi Sahais (1982) 1 scc 237, the Honorable Supreme Court observed:

"Attachment before judgment is levied where the court on an application of the plaintiff is satisfied that the defendant, with intent to obstruct or delay the execution of any decree that may be passed against him, (a) is about to dispose of the whole or any part of his property, or (b) is about to remove the whole or any part of his property from the local limits of the jurisdiction of the court. The sole object behind the order levying attachment before judgment is to give an assurance to the plaintiff that his decree if made would be satisfied. It is a sort of a guarantee against the decree becoming infructuous for want of property available from which the plaintiff can satisfy the decree.

Conditional attachment Rule 5 (3)

The court has ample power to direct conditional attachment. No prior notice is necessary in such cases. It is, however, open to the defendant and his right to show cause against attachment has not been affected. Final order of attachment should be passed only after affording an opportunity of hearing to the defendant, *it was decided in Sardar Govindarao Mahadik Vs. Devi Sahai AIR 1982 SC 989*

Conditional order of attachment, however is not by itself attachment. Unless the property is actually attached in accordance with the procedure prescribed by the Code, the order is ineffective and no attachment can be made of property *Mahadev Vasudev Vs. Janak singh AIR 1954 Bom 251.*

Mode of attachment: Rule 7

Rule 7 enacts that attachment shall be made in the manner provided for attachment of property in execution of a decree.

Exemption from attachment: Rule 12

The court cannot order attachment or production of any agricultural produce in possession of an agriculturist

Rights of third party: Rule 10

An attachment before judgment does not affect the rights of persons, existing prior to the attachment, if they are not parties to the suit *decided in Vannarakkal Kallalathil vs. Chandramath Balakrishnan (1990) 3 SCC 291*

Adjudication of claims: Rule 8

Rule 8 provides that any claim preferred to the property, attached before judgment, shall be adjudicated upon in the manner provided for adjudication of claims to property attached in execution of a decree for the payment of money.

Reattachment in execution: Rules 11-11-A

Where the property is under attachment, and a decree is subsequently passed in favour of the plaintiff, it is not necessary to apply for fresh attachment of the property in execution.

(vi) TEMPORARY INJUNCTIONS: ORDER 39 RULES 1-5**General**

Every court is constituted for the purpose of administering justice among parties and, therefore, must be deemed to possess all such powers as may be necessary to do full and complete justice to the parties before it.

Meaning

An injunction is a judicial process 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 a 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).

Stay and injunction

There is difference between stay and injunction. "Stay" means stoppage, arrest or suspension of judicial proceeding, while "injunction" means restraining or preventing a person from commencing or continuing action. Order of stay is addressed to court while order of injunction is issued to party. Injunction becomes effective as soon as it is issued whereas stay operates only when it is communicated to the court to which it is issued.

It is well-settled principle of law that interim order can always be granted in the 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.

Object

The primary purpose of granting interim relief is the preservation of property in dispute till legal rights and conflicting claims of the parties before the court are adjudicated. In other words, the object of making an order regarding interim relief is to evolve a workable formula to the extent called for by the demands of the situation, keeping in mind the pros and cons of the matter and striking a delicate balance between two conflicting interests, i.e., injury and prejudice, likely to be caused to the plaintiff if the relief is refused; and injury and prejudice likely to be caused to the defendant if the relief is granted. The court

in the exercise of sound judicial discretion can grant or refuse to grant interim relief.

The underlying object of granting temporary injunction is to maintain and preserve status quo at the time of institution of the proceedings and to prevent any change in it until the final determination of the suit.

It is in the nature of protective relief granted in favour of a party to prevent future possible injury. The need for such protection, however, has to be judged against the corresponding need of the defendant to be protected against injury resulting from exercising his own legal rights. The court must weigh one need against another and determine where the balance of convenience lies and may pass an appropriate order in exercise of its discretionary power.

Types

Injunctions are of various types; they are:

(i) temporary (ii) permanent. Perpetual or permanent injunction restrains a party forever from doing the specified act and can be granted only on merits at the conclusion of the trial after hearing both the parties to the suit.

It is governed by Sections 38 to 42 of the Specific Relief Act, 1963. Temporary or interim injunction, on the other hand, restrains a party temporarily from doing the specified act and can be granted only until the disposal of the suit or until the further orders of the court. It is regulated by the

provisions of Order 39 of the Code of Civil Procedure, 1908 and may be granted at any stage of the suit.

Injunctions are **(i)** preventive, prohibitive or restrictive, i.e. when they prevent, prohibit or restrain someone from doing something; or **(ii)** mandatory, i.e. when they compel, command or order some person to do something. Again, an injunction may be **(i)** ad interim; or **(ii)** interim. Ad-interim injunction is granted without finally deciding an application for injunction and operates till the disposal of the application. Interim injunction is normally granted while finally deciding main application and operates till the disposal of the suit.

Duration

Temporary injunction granted by the court pendente-lite (till the disposal of the suit) comes to an end when the suit is finally decided. If the suit is dismissed, injunction is vacated. But even if the suit is decreed, temporary injunction comes to an end. If the suit is for permanent injunction, temporary injunction granted by the court is made perpetual or permanent as a part of decree passed by the court.

Interim relief for limited period: Effect

Where a court grants interim injunction or relief for a limited period, it comes to an end on the expiry of that period. Normally, in such cases, the plaintiff or his advocate requests the court for extension or continuation of such relief. But in absence of specific order, it expires.

Chirag Aashiana Pvt. Ltd.A-4 vs Smt. Santosh And Another on 20 November, 2025

Temporary injunctions are such as to continue until a specified time, or until the further orders of the court and they may be granted any stage of a suit. They are regulated by the Code of Civil Procedure i.e. Section 94 of C.P.C. and Order XXXIX of C.P.C. Admittedly, preliminary, interim or interlocutory injunction operates pendente lite i.e. during pendency of the suit, appeal or proceedings or for a specified period. It does not conclude the right and liabilities of the parties finally, and are regulated by the provisions of Order XXXIX of C.P.C. Section 36 of the Specific Relief Act, 1963, envisages grant of preventive relief by way of temporary injunctions by a Court at its discretion. Sub-section (1) of Section 37 of that Act provides that such temporary injunctions may continue until a specified time or until further orders of the Court and may be granted at any stage of the suit, as regulated by the Code

Who may apply?

It is not the plaintiff alone who can apply for an interim injunction. A defendant may also make an application for grant of an injunction against the plaintiff.

Against whom injunction may be issued to

An injunction may be issued only against a party and not against a stranger or a third party *decided in Marwari Sabha Vs. Kanhaya Lal, AIR 1973 ALL 298*

It also cannot be issued against a court or judicial officer *decided in Kalia v. Fram Sabha Manas, AIR 1973 P& H 479*

Normally, injunction can be granted against persons within the jurisdiction of the court concerned *Modi Entertainment network v. W.S.G. Cricket Pte. Ltd. AIR 2003 Sc 1177*

Grounds: Rule 1

Temporary injunction may be granted by a court in the following cases:

- (a) where any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit, or wrong. fully sold in execution of a decree; or
- (b) where a defendant threatens, or intends to remove or dispose of his property with a view to defrauding his creditors; or
- (c) where a defendant threatens to dispossess the plaintiff or other-wise cause injury to the plaintiff in relation to any property in dispute in the suit; or
- (d) where a defendant is about to commit a breach of contract, or other injury of any kind; or
- (e) where a court is of the opinion that the interest of justice so requires.

Principles

The power to grant a temporary injunction is at the discretion of the court. This discretion, however, should be exercised reasonably, judiciously and on sound legal principles. Injunction should not be lightly granted as it adversely affects the other side. The grant of injunction is in the nature of equitable relief, and the court has undoubtedly power. to impose such terms and conditions as it thinks fit. Such conditions, however, must be reasonable so as not to make it impossible for the party to comply with the same and thereby virtually denying the relief which he would otherwise be ordinarily entitled to.

Generally, before granting the injunction, the court must be satisfied about the following factors: **Dalpat Kumar Vs. Prahalad Singh AIR 1993 SC 276, Best seller retail Vs. Aditya birla, (2012) 6 SCC 792**

- (i) Whether the plaintiff has a prima facie case?
- (ii) Whether the plaintiff would suffer irreparable injury if his prayer for temporary injunction is not granted?
- (iii) Whether the balance of (in)convenience is in favour of the plaintiff?

The above three rules are described as "three pillars" on which foundation of every order of injunction rests. It is also known as "triple test" for grant of interim injunction. All these three elements are of extreme importance.

Discretion of court

Power to grant injunction is extraordinary in nature and it can be exercised cautiously and with circumspection. A party is not entitled to this relief as a matter of right or course. Grant of injunction being equitable remedy, it is in the discretion of the court and such discretion must be exercised in favour of the plaintiff only if the court is satisfied that, unless the defendant is restrained by an order of injunction, irreparable loss or damage will be caused to the plaintiff. The Court grants such relief *ex debito justitiae*, i.e., to meet the ends of justice

It is a matter of common knowledge that on many occasions even because persons in whose favour such orders are passed are interested public interest suffers in view of such interim orders of injunction, in perpetuating the contraventions made by them by delaying the final disposal of such applications. The court should be always willing to extend its hand to protect a citizen who is being wronged or is being deprived of property without any authority of law or without following procedures which are fundamental and vital in nature. But at the same time, judicial proceedings cannot be used to protect or to perpetuate a wrong committed by a person who approaches the court.

In Dalpat Kumar v. Prahlad Singh AIR 1993 SC 276 the Honourable Supreme Court stated,

"The court while granting or refusing to grant injunction should exercise sound judicial discretion to find the amount of substantial mischief or injury which is likely to be caused to the parties, if the injunction is refused, and compare it with that which is likely to be caused to the other side if the injunction is granted. If on weighing competing possibilities or probabilities of likelihood of injury and if the court considers that, pending the suit, the subject-matter should be maintained in status quo, an injunction would be issued.

Thus the court has to exercise its sound judicial discretion in granting or refusing the relief of ad interim injunction pending the suit.

The same considerations apply to the defendant seeking vacation of interim relief. **In Gujarat Bottling Co. Ltd. v. Coca Cola Co (1995) 5 SCC 545** facts in the above case is that the defendant committed a breach of agreement by transferring shares of the plaintiff to a third party without obtaining consent or even without informing the plaintiff. The plaintiff, therefore, terminated the agreement and obtained interim injunction against the defendant restraining him from entering into an agreement with the third party. The defendant applied for vacating the interim injunction.

Rejecting the prayer, the Honourable Supreme Court observed:

"Under Order 39 of the Code of Civil Procedure, jurisdiction of the Court to interfere with an order of interlocutory or temporary injunction is purely equitable and, therefore, the Court, on being approached, will, apart from

other considerations, also look to the conduct of the party invoking the jurisdiction of the Court, and may refuse to interfere unless his conduct was free from blame. Since the relief is wholly equitable in nature, the party invoking the jurisdiction of the court has to show that he himself was not at fault and that he himself was not responsible for bringing about the state of things complained of and that he was not unfair or inequitable in his dealings with the party against whom he was seeking relief. His conduct should be fair and honest.

These considerations will arise not only in respect of the person who seeks an order of injunction under Order 39 Rule 1 or Rule 2 of the Code of Civil Procedure, but also in respect of the party approaching the Court for vacating the ad interim or temporary injunction order already granted in the pending suit or proceedings."

Injunction which may be granted

In accordance with the above principles, interim injunction of maintaining status quo, against transfer of property, disposal of goods, making construction, effecting recovery of dues, attachment of property, appointment of receiver or commission, against prosecution, etc., can be granted by a court.

Injunction which may not be granted

Since the power can be exercised judicially and in the public interest, no interim injunction causing administrative inconvenience or resulting in public mischief should be granted. Thus, ordinarily no injunction should be granted against recovery of tax or octroi, enforcement of contractual rights and liabilities, transfer or suspension of employees, delaying election process, interfering with inquiry or investigation, etc.

Section 41 in The Specific Relief Act, 1963

- (a) to restrain any person from prosecuting a judicial proceeding pending at the institution of the suit in which the injunction is sought, unless such restraint is necessary to prevent a multiplicity of proceedings;
- (b) to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the injunction is sought;
- (c) to restrain any person from applying to any legislative body;
- (d) to restrain any person from instituting or prosecuting any proceeding in a criminal matter;
- (e) to prevent the breach of a contract the performance of which would not be specifically enforced;
- (f) to prevent, on the ground of nuisance, an act of which it is not reasonably clear that it will be a nuisance;
- (g) to prevent a continuing breach in which the plaintiff has acquiesced;

- (h) when equally efficacious relief can certainly be obtained by any other usual mode of proceeding except in case of breach of trust;
- (i) when the conduct of the plaintiff or his agents has been such as to disentitle him to the assistance of the court;
- (j) when the plaintiff has no personal interest in the matter.

Inherent power to grant injunction

Rule 1 of Order 39, no doubt, enumerates circumstances in which a court may grant interim injunction. It, however, nowhere provides that no temporary injunction can be granted by the court unless the case falls within the said provision. Hence, where the case is not covered by Order 39, interim injunction can be granted by the court in exercise of inherent powers under Section 151 of the Code

Non-compliance with interim order

An order passed by a competent court interim or final has to be obeyed without any reservation. If the party against whom such order is passed feels that it is not according to law, he can take appropriate steps to get it vacated modified or set aside. He, however, cannot refuse to obey such order. Intentional disobedience of the direction of the court would constitute contempt of court.

If a person has not obeyed the order of the court, the court may also refuse to hear him on merits it ***was decided in Prestige lights ltd. vs. SBI (2007) 8 SCC 449.***

(vii) INTERLOCUTORY ORDERS: ORDER 39 RULES 6-10

Rules 6 to 10 of Order 39 provide for making certain interlocutory orders.

The court has power to order sale of perishable property in certain circumstances under rule 6. It can also order for detention, preservation or inspection of any property which is the subject-matter of such suit.

For that purpose it can authorise any person to enter upon or into any land or building in the possession of any party for taking, samples or making observations or trying experiments under Rule 7. However, before making such orders the court shall give notice to the opposite party except where it appears that the object of making such orders would be defeated by the delay under Rule 8.

Where the suit land is liable to payment of revenue to government and the party in possession of such land neglects to pay revenue, any other party to the suit claiming an interest in such land may, on payment of the revenue, be put in immediate possession of the property. The court may award in the

decree the amount so paid with interest thereon against the defaulter under rule 9.

Where a party to a suit admits that he holds money as a trustee for another party, the court may order him to deposit such amount in court under rule 10.

(viii) RECEIVER: ORDER 40

Meaning

The term "receiver" is not defined in the Code of Civil Procedure. Stated simply, a receiver is one who receives money of another and renders account. A Receiver is an impartial person appointed by the court to collect and receive, pending the proceedings, the rents, issues and profits of land, or personal estate, which it does not seem reasonable to the court that either party should collect or receive, or for enabling the same to be distributed among the persons entitled" In other words, he is an independent person between the parties to a cause, appointed by the court to receive and preserve the property or fund in litigation pendente lite, when it does not seem reasonable to the court that either party should hold it.

Object

The primary object of appointment of receiver is to protect, preserve and manage the property during the pendency of the litigation. A receiver is an officer and is an extended arm and hand of the court, a part of court machinery

by which the rights of the parties are protected. The purpose of appointment of receiver is to preserve the suit property and safeguard interests of both the parties to the suit decided in ***P. Lakshmi Reddy Vs. L. Lakshmi Reddy, AIR 1957 SC 314***

Discretion of court

Appointment of receiver is in the discretion of the court. But the mode of appointment of receiver is recognised as one of the harshest remedies for the protection and enforcement of rights of the parties and its interests of justice require such power to be exercised.

Appointment: Rule 1(a)

Where it appears to the court to be just and convenient, it may appoint a receiver. The principles followed by the Chancery Courts in England for the appointment of receivers are adopted by Indian courts also. Courts in India have very wide jurisdiction to appoint as well as to remove a receiver in the exercise of their discretion.

The discretion, however, is not absolute, arbitrary and unregulated. It is a sound and judicial discretion and must be exercised cautiously, judicially and after taking into account all the circumstances of the case for the purpose of serving the ends of justice and protecting the rights of all the parties interested in the controversy.

Principles

The following principles must be borne in mind before a receiver is appointed by a court

- (i) The appointment of a receiver is a discretionary power of the court.
- (ii) It is a protective relief. The object is preservation of the property in dispute pending a judicial determination of the rights of the parties to it.
- (iii) A receiver should not be appointed unless the plaintiff *prima facie* proves that he has very excellent chance of succeeding in the suit.
- (iv) It is one of the harshest remedies which the law provides for the enforcement of rights, and therefore, should not be lightly resorted to. Since it deprives the opposite party possession of property before a final judgment is pronounced, it should only be granted for the prevention of a manifest wrong or injury. A court will never appoint a receiver merely on the ground that it will do no harm.
- (v) Generally, an order appointing a receiver will not be made where it has the effect of depriving the defendant of a *de facto* possession, since that might cause irreparable loss to him. But if the property is shown to be *in medio*, that is to say, in enjoyment of no one, it will be in the common interest of all the parties to appoint a receiver.
- (vi) The court should look at the conduct of the party who makes an application for appointment of a receiver. He must come with clean hands and should not

have disentitled himself to this equitable relief by laches, delay or acquiescence.

IMPORTANT RULINGS

1. Bharat Coking Coal Ltd. v. Chandrama Hard Coke Mfg. Co.

Gist: An interim order is passed on a prima facie appraisal of facts and circumstances and cannot be regarded as a precedent.

2. Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719

Gist: For interim injunction, the well-established requirements are prima facie case, irreparable injury and balance of convenience; existence of a prima facie case alone does not justify injunction.

3. Kranti Associates (P) Ltd. v. Masood Ahmed Khan, (2010) 9 SCC 496

Gist: Recording of reasons is an essential safeguard against arbitrary exercise of judicial power and shows objective examination of relevant considerations.

4. Allahabad High Court Bar Assn. v. State of U.P., (2024) 6 SCC 267

Gist: A reasoned stay order, if not specified to be time-bound, remains in operation till decision of the main matter or until an application for vacation is moved and a speaking order is passed.

5. Vareed Jacob v. Sosamma Geevarghese, (2004) 6 SCC 378

Gist: Whether restoration of a suit revives ancillary orders depends on the terms of dismissal and restoration. If dismissal is for default without reference to ancillary orders, interim orders revive on restoration; if dismissal specifically vacates ancillary orders, restoration will not revive them.

6. Shivaraya v. Sharnappa [AIR 1968 Mys 283 : (1967) 1 Mys LJ 414]

Gist: Restoration of a suit revives ancillary orders depending on the terms of dismissal and restoration; if dismissal for default is without reference to earlier ancillary orders, interim orders revive on restoration.

7. Saranatha Ayyangar v. Muthiah Moopanar [AIR 1934 Mad 49 : ILR 57 Mad 308]

Gist: On restoration of a suit dismissed for default, all interlocutory matters stand restored unless the restoration order says otherwise, subject to any alienation in favour of a third party during the interregnum.

8. Bankim Chandra v. Chandi Prasad [AIR 1956 Pat 271 : 1956 BLJR 454]

Gist: Stay orders pending disposal of suit are ancillary orders meant to supplement the ultimate decision; when the suit dismissed for default is restored, all ancillary orders revive unless there is a contrary factor or order.

9. Nandipati Rami Reddi v. Nandipati Padma Reddy [AIR 1978 AP 30 : (1977) 2 APLJ 64]

Gist: When the suit is restored, all interlocutory orders and their operation during the period between dismissal for default and restoration stand revived; plaintiff is restored to the position occupied when the suit was dismissed, unless the court expressly or impliedly excludes operation of interlocutory orders.

10. Morgan Stanley Mutual Fund v. Kartick Das [(1994) 4 SCC 225]

Gist: Consumer Courts do not have power to issue injunction under the Consumer Protection Act; jurisdiction to issue injunction, appoint receiver or order attachment before judgment depends on the scheme of the statute and powers conferred.

11. Tavvala Veeraswami v. Pulim Ramanna [AIR 1935 Mad 365 : ILR 58 Mad 721 (FB)]

Gist: Full Bench of Madras High Court held that even an order of attachment before judgment would automatically revive on restoration of a suit; all ancillary orders should be restored on the suit's restoration.

12. Martin Burn Ltd. v. R.N. Banerjee, AIR 1958 SC 79

Gist: A prima facie case does not mean a case proved to the hilt; it is sufficient if the evidence led, if believed, makes the conclusion possible. It need not be the only possible conclusion.

13. Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719

Gist: Balance of convenience must be in favour of granting temporary injunction; the court should compare substantial mischief or injury likely if injunction is refused with that likely if injunction is granted. Also, “irreparable injury” means material injury that cannot be adequately compensated by damages.

14. Satyam Infoway Ltd. v. Sifynet Solution, (2004) 6 SCC 145

Gist: Cited in connection with “balance of convenience.”

15. Gujarat Bottling Co. Ltd. v. Coca Cola Co., AIR 1995 SC 2375

Gist: The considerations for grant of interim relief also apply to the defendant seeking vacation of interim relief.

16. American Cyanamid Co. v. Ethicon Ltd., [1975] 2 WLR 316 (HL); [1975] AC 396; [1975] 1 All ER 504; (1975) 1 WLR 316; 1975 UKHL 1

Pernod Ricard India Private Limited v. Karanveer Singh Chhabra, 2025 SCC OnLine SC 1701

Transmission Corporation of A.P. v. Lanco Kondapalli Power (P) Ltd., (2006) 1 SCC 540

Mandali Ranganna v. T. Ramachandra, (2008) 11 SCC 1

Gist: At interlocutory stage, it is not necessary to be satisfied that the applicant is likely to obtain permanent injunction at trial. Primary considerations are protection pending final determination, serious question to be tried, adequacy of damages and balance of convenience; principles apply equally in patent cases.

17. Colgate Palmolive (India) Ltd. v. Hindustan Lever Ltd., (1999) 7 SCC 1

Gist: Interlocutory injunction considerations include non-expression of opinion on merits, adequacy of damages, protection of plaintiff’s interest, strength of each party’s case, flexibility, irreparable loss, balance of convenience and public interest.

18. **Zenit Mataplast (P) Ltd. v. State of Maharashtra, (2009) 10 SCC 388**

Gist: Discusses exercise of power relating to interim/interlocutory orders, injunction and status quo.

19. **Ambalal Sarabhai Enterprise Ltd. v. KS I., (2020) 5 SCC 410**

Gist: Considered the cardinal principles for grant of temporary injunction.

20. **Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719**

Gist: Satisfaction that there is a prima facie case by itself is not sufficient to grant injunction.

21. **Best Sellers Retail (India) (P) Ltd. v. Aditya Birla Nuvo Ltd. (2012) 6 SCC 792**

Gist: Well-settled principles relating to temporary injunction were kept in mind.

22. **Uniply Industries Ltd. v. Unicorn Plywood Pvt. Ltd. , (2001) 5 SCC 95**

Gist: At the stage of grant of temporary injunction, a strong prima facie case is to be established.

23. **S.M. Dyechem Ltd. v. Cadbury (India) Ltd., (2000) 5 SCC 573**

Gist: In trademark cases, courts customarily go into prima facie case for grant or refusal of temporary injunction.

24. **Mahendra And Mahendra Paper Mills Ltd vs Mahindra And Mahindra Ltd (2002) 2 SCC 147**

Gist: Principles for grant of temporary injunction were discussed.

25. **Mahadeo Savlaram Shelke And Ors. vs Puna Municipal Corporation And Anr(1995) 3 SCC 33**

Gist: The purpose of temporary injunction is to maintain the status quo.

26. **Neon Laboratories Ltd. v. Medical Technologies Ltd, (2016) 2 SCC 672**

Gist: Temporary injunction in trademark/intellectual property matters.

27. Deshmukh And Co. (Publishers) Pvt. Ltd. vs Avinash Vishnu Khandekar And 2005 SCC OnLine Bom 566

Gist: Principles for granting or refusing temporary injunction were considered.

28. Makers Development Services (P) Ltd's case, (2012) 1 SCC 735

Gist: Three basic principles a court must consider while granting injunction.

29. Raghuveer Agencies Pvt. Ltd. v. Santosh, 2017 SCC OnLine Bom 52

Gist: Principles governing grant of temporary injunction are now well settled.

30. Mohd. Mehtab Khan and Ors. Vs Khushnuma Ibrahim and Ors, (2013) 9 SCC 221

Gist: Grant of mandatory interim relief.

31. Tek Singh v. Shashi Verma, (2019) 16 SCC 678

Gist: Cited in connection with grant of mandatory interim relief.

32. Sunil Kumar v. Ram Parkash, (1988) 2 SCC 77

Gist: When one cannot move the court to grant relief by injunction restraining the karta from alienating.

33. Mr.Agnelo Filomeno Caetano Jose Menezes v Mr. Franscisco Rosario Menezes and Anr. Bombay high court Mar 21 2014

Gist: Temporary injunction is discretionary relief.

34. M/S Gujarat Pottling Co.Ltd. & Ors vs The Coca Cola Co. & Ors (1995) 5 SCC 545

Gist: The court is not bound to grant an injunction in every case.

35. Ram Prakash Agarwal v. Gopi Krishan, (2013) 11 SCC 296

Gist: While hearing an application for grant of temporary injunction, the right of the court to exercise its inherent power is discussed.

36. Sumer Builders (P) Ltd. v. Narendra Gora, (2016) 2 SCC 582

Gist: The obtaining factual matrix has to be appreciated on the basis of enunciated principles; grant of temporary injunction is discretionary relief to be exercised on well-settled principles.

37. Chairman, Sangli Salary Earners Co-Operative Societies, Sangli v. Sameer Fulchand Shaha, 2012 SCC OnLine Bom 1007

Gist: Grant of temporary injunction is discretionary relief which discretion has to be exercised on well-settled principles.

38. Shiva Velaydam v. Mumbai Agricultural Produce Market Committee & Anr. SCC OnLine Bom 3655

Gist: The Apex Court summarized principles of law regulating grant of injunction; those principles were considered.

39. Shiv Kumar Chadha v. Municipal Corporation of Delhi, (1993) 3 SCC 161

Gist: Order 39 Rule 3 — grant of ex parte injunction and discretion of court.

40. Manohar Lal Chopra v. Seth Hari Lal, AIR 1962 SC 527

Gist: Courts also have inherent power to issue temporary injunctions in circumstances not covered under Order 39 CPC.

41. Jang Singh v. Brij Lal, AIR 1966 SC 1631

Gist: Explains the maxim *actus curiae neminem gravabit* — an act of the court shall prejudice no man.

42. Lakhian Chunder Sen v. Modhu Sudan Sen, 1907 SCC OnLine Cal 173 : (1907-08) 12 CWN 326

Gist: Quotes Lord Eldon in *Pulteney v. Warren* that courts should relieve parties against injustice occasioned by their own acts or oversights.

43. Pulteney v. Warren, (1801) 6 Ves. 73 : 31 ER 944

Gist: Principle that courts of justice ought to act to relieve parties against injustice occasioned by their own acts or oversights.

44. East India Co. v. John Campion, (1837) 11 Bli NS PC 158 : 6 ER 291

Gist: Approved the principle in *Pulteney v. Warren*.

45. Alexander Rodger v. The Comptoir D'escompte de Paris, (1869-71) LR 3 PC 465

Gist: One of the first and highest duties of all courts is to take care that the act of the court does no injury to any suitor; “act of the court” includes primary court, intermediate court and court of appeal.

46. Pradip Kumar Saha v. Rajesh Rajak, 2018 SCC OnLine Cal 3056

Gist: An ad interim injunction repeatedly extended but not clearly continued in a subsequent order; applying *actus curiae neminem gravabit*, a judicial or procedural omission should not prejudice a diligent litigant. The Court modified the trial court’s order and directed reimposition of injunction from the original date until disposal of pending injunction applications.

47. Breen v. Amalgamated Engg. Union [(1971) 2 QB 175 : (1971) 2 WLR 742 : (1971) 1 All ER 1148]

Gist: Giving of reasons is one of the fundamentals of good administration.

48. Alexander Machinery (Dudley) Ltd. v. Crabtree [(1974) 1 ICR 120 : 1974 IRLR 56]

Gist: Failure to give reasons amounts to denial of justice; reasons are live links between the mind of the decision-taker and the controversy and the decision or conclusion arrived at.

49. Shanti Prasad Agarwalla v. Union of India, 1991 Supp (2) SCC 296

Gist: Even in an administrative order, there should be reasons; administrative authorities deciding rights of parties must accord fair and proper hearing and give sufficiently clear and explicit reasons on relevant material factors objectively considered.

50. Oriental Bank of Commerce v. R.K. Uppal, (2011) 8 SCC 695 : (2011) 2 SCC (L&S) 418 : 2011 SCC OnLine SC 1083

Gist: The appellate authority must record reasons in support of its order to indicate application of mind to the grounds raised; brief reasons indicating due application of mind may suffice, and the order of affirmance need not be elaborate or extensive.

CONCLUSION

Interim orders occupy a significant place in the administration of justice as they are intended to preserve the subject matter of proceedings, prevent irreparable prejudice, and balance competing interests pending final adjudication. The grant or refusal of such relief must rest upon well-recognized judicial principles and a careful assessment of the facts and circumstances of each case. proper interim orders are not merely procedural formalities but substantive safeguards that ensure the integrity of the judicial process and the protection of rights pending final adjudication.