

ISSUES

- 1) Whether the plaintiff proves that the defendant agreed to sell the suit property to him for a consideration of Rs.9,23,000/- and after accepting Rs.2,30,000/- as an earnest money, has executed an agreement of sell in favour of the plaintiff on 31-05-2024 ?
- 2) Whether the plaintiff proves that he was and is ready and willing to perform his part of agreement ?
- 3) Whether the plaintiff proves that the defendant has refused/declined to execute registered sale deed in favour of the plaintiff ?
- 4) Whether the defendant proves that their signature was obtained under influence or inducement ?
- 5) Whether the defendant proves that the suit agreement is not enforceable in law ?
- 6) Whether the plaintiff proves that he is entitled to specific performance of the contract ?
- 7) Whether the plaintiff is entitled to get the relief as prayed for ?
- 8) What order and decree ?

Date : 04/02/2026
Halvad

(Nimisha Gangarambhai Surati)
Principal Senior Civil Judge, Halvad.
(GJ-00711)