

IN THE COURT OF SENIOR CIVIL JUDGE AND
JMFC., KHANAPUR.

O.S. No. 32/2016

**Shri Ajmal -Ahmed S/o Mohammad Hanif,
Nandgadi.**

.... Plaintiffs

Versus

**Shri Peter Anthon-Shaver D'Souza,
and others.**

.... Defendants

I s s u e s

1. Whether the Plaintiff proves that the Defendants had executed Agreement of Sale on 25/02/2016 in favour of Plaintiff before local panchas and in furtherance to the execution of Agreement of Sale had received a sum of ₹. 15,00,000/-(Fifteen Lakh only) as earnest consideration from Plaintiff and had agreed to execute Sale Deed in respect of the suit properties and getting the property

in his surveyed to say completing the revenue modalities?

2. Whether the Plaintiff further proves that he is ever ready and willing to perform his part of contract at all reasonable times without any flaws from his side?

3. Whether the defendant No.1 proves that he along with his sister Miss Gracy D'Souza are joint owners of entire property TPC No. 1274/1-2 and there is no division in this properties his till date ?

4. Whether the defendants prove that plaintiff by playing fraud and misrepresentation on defendants in the guise and grab of development agreement with an intention of grabbing the property for some meager amount has come up with a forged and created document alleging prior payment of

₹.15,00,000/- made by him towards
advance consideration amount ?

5. Whether the Plaintiff is entitled for the relief
of Specific Performance of contract by way of
direction, directing the Defendant to execute
Sale Deed in his favour failing which to
execute Sale Deed through due process of
law?

6. To what relieves parties are entitled ?

7. If so, what order or decree?

DT: 08-03-2017

**(K.Vidya)
Senior Civil Judge & JMFC,
Khanapur**