

**IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE
AND JMFC, AT ANEKAL.**

O.S. No. 465 / 2021

Plaintiff/s : Shri. M. Munikrishnappa & another

V/s

Defendant/s : Dr. Narasimhappa G.V. & another

I S S U E S

1. Whether the plaintiffs prove that the defendant No.1 being the absolute owner of the suit schedule property executed the sale agreement dated 03.09.2011 agreeing to sell the same for valuable sale consideration of Rs.13,80,000/- by receiving part sale consideration of Rs.5,00,000/- from the plaintiffs ?
2. Whether the plaintiffs prove that with consent of the plaintiff No.1, the defendant No.1 has executed the registered sale agreement dated 16.01.2013 and registered GPA in favour of the plaintiff No.2 agreeing to sell the suit schedule property for enhanced sale consideration of Rs.15,80,000/- by receiving entire sale consideration from the plaintiffs ?
3. Whether the defendant No.1 proves that the alleged transaction is loan transaction and not out and out sale transaction?
4. Whether the defendant No.1 proves that he has repaid Rs.15,00,000/- to the plaintiff No.1 in view of settlement arrived between them as contended in para No.29 of the written statement?

5. Whether the defendant No.2 proves that he is bonafide purchaser of the suit schedule property for valid sale consideration without notice of the claim of the plaintiffs over the suit schedule property ?
6. Whether the plaintiffs prove that they are ever ready and willing to perform their part of the contract ?
7. Whether the defendants prove that the suit is barred by limitation ?
8. Whether the defendants prove that the suit is bad for non-joinder of necessary parties ?
9. Whether the plaintiffs are entitle to the relief sought for ?
10. What order of decree ?

Dated this the 20th day of August, 2025.

(Sri. Krishna Raj K)
Prl. Senior Civil Judge & JMFC.,
Anekal.