

**IN THE COURT OF SENIOR CIVIL JUDGE
AT: KADUR**

O.S.No.201/2023

Plaintiff : Sri. T. Narayanaswamy.

V/s

Defendants : Sri. T.G. Madamma & another.

ISSUES

1. Whether plaintiff proves that the defendants have executed sale agreement dated 08.06.2012 and rectification deed dated 20.06.2012 agreeing to sell the suit schedule property for a total sale consideration of ₹1,50,00,000/- (One Crore Fifty Lakhs) and have received advance consideration of a sum of ₹6,50,000/- on different dates ?
2. Whether defendants prove that they have borrowed a sum of ₹5,00,000/- from the plaintiff and towards security they have executed alleged sale agreement in question ?
3. Whether the time is essence of contract?
4. Whether the plaintiff proves his readiness and willingness to perform his part or contract?

5. Whether the plaintiff is entitled for the relief of specific performance of contract?

6. Whether the plaintiff is entitled for alternative relief by way of refund of earnest money together with 21% interest per annum?

7. What order or decree?

(Issues framed and pronounced in the open court on 04.06.2026)

Sd/-
(IRFAN)
Senior Civil Judge ,
Kadur.