

**IN THE COURT OF II ADDITIONAL CIVIL JUDGE AND
J.M.F.C., AT KADUR.**

OS No.138 /2026

Plaintiff : Sri. B. Gangadharappa
V/S
Defendant : Smt. Phathimabi and others

:: ISSUES ::

1. Whether the plaintiff proves that on 17.04.2008, Sri Shek Imam Sab, the husband of Defendant No.1 and father of Defendant No.2, entered into an oral agreement of sale with the plaintiff in respect of the suit schedule property for a total sale consideration of Rs.1,08,000/- and received an advance sale consideration of Rs.70,000/- and delivered possession of the suit schedule property to the plaintiff?
2. Whether the plaintiff further proves that in pursuance of the said oral agreement, a written agreement of sale dated 23.04.2009 was executed by Sri Shek Imam Sab in favour of the plaintiff and that on the said date the plaintiff paid a further sum of Rs.5,000/- towards the sale consideration?
3. Whether the plaintiff proves that he has always been ready and willing to perform his part of the contract?
4. Whether the plaintiff is entitled to the relief of specific performance of the agreement of sale?
5. What Order or Decree?

Dated : 1st Day of August 2026

(THAHAKALEEL K A)
C/c.II Addl. Civil Judge and JMFC
Kadur.