

IN THE COURT OF SENIOR CIVIL JUDGE & J.M.F.C.,
HARIHARA.

O.S.No. 41/2019

PLAINTIFF/s: T.V.Sreenivasa
V/s.
DEFENDANT/S: Basavarajappa B. and another

I S S U E S

1. Whether plaintiff prove that, defendants agreed to sell suit schedule property in favour of plaintiff for sale consideration of Rs.6,50,000/-?
2. Whether plaintiff further prove that, the defendants executed an agreement of sale in respect of suit schedule property on 02/01/2019 for having received advance consideration amount of Rs.4,50,000/- out of total sale consideration ?
3. Whether plaintiff further prove that, he is/was ever ready and willing to performing part of contract as per terms of an agreement of sale, on the other hand the defendants are not ready to perform their part of contract as per terms of an agreement of sale ?
4. Whether the plaintiff is entitled for alternative relief of refund of earnest money of Rs.6,50,000/- from the defendant No.1 with interest at the rate of 24% per annum from date of execution till its actual realization?
5. Whether plaintiff is entitled for the relief as prayed for?
6. What order or decree?

Place: Harihara.
Dated: 10/03/2023

Sd/-
SENIOR CIVIL JUDGE & JMFC.,
Harihara.