

**IN THE COURT OF THE SENIOR CIVIL JUDGE
AT CHANNARAYANAPATNA**

O.S.No.57/2015

Petitioner : Smt. Geetha

-V/s-

Defendant : Sri. H.R.Madhusudhan

ISSUES

- 1. Whether the plaintiff proves that the defendant after canceling the earlier agreement dated 10.12.2012 has entered into a fresh agreement of sale dated 20.03.2015 with her by agreeing to sell the suit schedule property for total consideration of Rs. 7,50,000/- and has received earnest money of Rs.1,00,000/- along with the earnest money of Rs.5,00,000/- paid under the earlier agreement, in all has received earnest money of Rs. 6,00,000/- as contended in the plaint?*
- 2. Whether the plaintiff proves that she was and is ever ready and willing to perform her part of contract?*
- 3. Whether the defendant proves that the alleged sale agreement is a fraudulently created document as contended in para 8 of his written statement?*
- 4. Whether the plaintiff is entitled for the relief specific performance of contract as sought for?*
- 5. What order or Decree ?*

Date: 04.01.2022

Senior Civil Judge & JMFC.,
Channarayapatna.