

**IN THE COURT OF THE CIVIL JUDGE & JMFC,  
SAKALESH PURA**

Dated : 2<sup>nd</sup> Day of June 2022

**O.S.No. 102/2021**

1. D.S. Sharath Kumar & Others,

**...Plaintiff.**

**V/s.**

1. D.B. Vijayakumar,

**.....Defendant.**

**:-I S S U E S :-**

1. Whether plaintiffs prove that, the defendant had executed agreement of sale deed dated 08/06/2018 in favour of plaintiffs' father deceased D.P. Sridhar Gowda agreeing to sell suit land for total sale consideration of Rs. 2,50,000/- and plaintiff's father had paid entire earnest money of Rs. 1,00,000/- as alleged?
2. Whether plaintiff proves that, defendant has committed breach of agreement of sale deed as alleged?
3. Whether plaintiffs being legal heirs of deceased Sridhar Gowda prove that they are ever ready and willing to perform their remaining part of contract?
4. Whether plaintiff is entitled to the relief of specific performance of contract as prayed for?
5. Whether plaintiff is entitled for alternative relief of refund of earnest money ?

6. What order or decree?

**(SUDEER)**  
**Civil Judge & JMFC**  
**Sakaleshpura.**