

**IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE AND JMFC,  
HUNSUR**

**O.S. NO. 50/2021**

Plaintiff : Sri. H.S. Mahashesh Bhat

V/s

Defendant : Sri. Basavegowda & others

**ISSUES**

1. Whether the plaintiff proves that the defendant No. 1 being the absolute owner of the suit schedule property entered into an agreement of sale dated 28.04.2014 agreeing to sell the suit schedule property for the total sale consideration of Rs.27,50,000/- vide registered agreement of sale No. HUN-1-00677/2014-15, Book No. I, CD No. HUND 135 in the office of the Sub-Registrar, Hunsur, by receiving an advance sale consideration of Rs.10,00,000/- i.e., Rs. 5,00,000/- by way of cheque bearing No. 000001 dated 18.05.2006 drawn on HDFC Bank, Whitefield Branch, Bengaluru and Rs. 5,00,000/- by way of cash to the defendants No. 1 and agreeing to execute the registered sale deed by receiving the balance sale consideration of Rs.17,50,000/- at the time of execution of register sale deed?
2. Whether the plaintiff proves that the defendants No. 1 and 2 have cancelled the previous sale agreement dated 28.04.2014 under a registered cancellation of agreement dated 04.08.2014 registered No. HUN-1-04292/2014-15, Book No. I, CD No. HUND143, in the office of the Sub-Registrar, Hunsur?

3. Whether the plaintiff proves that defendants No. 1 and 2 along with defendants No. 3 and 4 with the defendant No. 1 being the father and natural guardian of defendant No. 4 acting on his behalf for discharging existing legal financial obligations and for welfare of the minor son and for education requirements, executed fresh registered agreement to sale in favour of the plaintiff under a registered agreement of sale dated 04.08.2014, registered document No. HUN-1-04299/2014-15, Book No. I, CD No. HUND143, in the office of the Sub-Registrar, Hunsur under which possession of the suit schedule property was handed over to the plaintiff. In terms of the agreement, the defendants No. 1 to 4 agreed to execute the sale deed after furnishing all necessary documents for registration of the schedule property and after intimating the same to the plaintiff and at such time as desired by the plaintiff received an advance sale consideration amount of Rs. 21,00,000/- out of total sale consideration amount of Rs.27,50,000/-, Rs. 21,00,000/- as advance forming part of the entire sale consideration by way of a sum of Rs. 5,00,000/- paid by means of cheque bearing No. 312701, dated 04.08.2014 drawn on Kaveri Gramina Bank, Hospital Kaval Branch and Rs. 16,00,000/- by way of cash to the defendant No. 1, who received it on behalf of the defendants No. 1 to 4 agreeing to receive the balance sale consideration of Rs. 6,50,000/- at the time of execution of register sale deed?
4. Whether the plaintiff further proves that he is always ready and willing to perform his part of the contract?
5. Whether the defendants prove that, suit of the plaintiff is barred by law of limitation?

6. Whether the plaintiff is entitled for the relief of specific performance of the contract as prayed for ?
7. Whether the plaintiff is entitled for the relief of injunction as prayed for?
8. Whether the plaintiff further proves that the mortgage deed dated 12.06.2018 registered as document No. HUN-1-03141-2018-19, Book No. I, CD No. HUND 225 registered in the office of the Sub-Registrar, Hunsur executed by defendant No. 1 in favour of defendant No. 5 is not binding on the plaintiff?
9. Whether the plaintiff is entitled for the relief of declaration to declare that the release deed dated 07.09.2020, registered as document No. HUN-1-04845/2020-21, Book No. I, CD No. HUND-624 and registered in the office of the Sub-Registrar, Hunsur executed by the defendant No. 1 in favour of the defendant No. 4 is not binding on the plaintiff?
10. What order or decree?

Dated 15<sup>th</sup> day of October, 2022.

(Shirin Javeed Ansari)  
Prl. Senior Civil Judge & JMFC  
Hunsur