

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

O.S. No. 38/2022

Plaintiff : Smt. N.K. Lakshmi

V/s

Defendant : Sri. H.L.Abdulla & another

I S S U E S

1. Whether the plaintiff proves that the defendants entered into an agreement of sale dated 07.02.2015 agreeing to purchase the suit schedule property for total sale consideration of Rs.42,00,000/-(Rupees Forty Two Lakhs only) by receiving advance sale consideration of Rs.40,80,000/- (Rupees Forty Lakhs Eighty Thousand only) agreeing to execute the registered sale deed in favour of the plaintiff by receiving the balance Sale consideration of Rs.1,20,000(Rupees One Lakh Twenty Thousand only) within three months from the date of agreement of sale?
2. Whether the plaintiff proves that she is ever ready and willing to perform her part of contract?
3. Whether the defendants prove that they have signed the blank stamp papers towards the security of the loan amount of Rs. 10,00,000/- received by them from the husband of the plaintiff and thereby the plaintiff has created false agreement of sale?
4. Whether the defendants further prove that they have executed agreement of sale towards the security of loan amount of Rs. 10,00,000/- received by them from the husband of the plaintiff?

5. Whether the defendants further prove that they have paid regular interest amount to the husband of the plaintiff towards the loan amount of Rs.10,00,000/-?
6. Whether the defendants prove that they have made payment to the husband of the plaintiff as narrated in para No. 21 of the written statement?
7. Whether the plaintiff is entitled for the relief of specific performance of contract as prayed for?
8. What order or decree?

Dated 16th day of September, 2022.

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