

**IN THE COURT OF THE PRINCIPAL SENIOR  
CIVIL JUDGE AND J.M.F.C. HUNSUR.**

**O.S. 48/2018**

Plaintiff: S.B. Puttasetty                      V/s              Defendant: Huchegowda

**I S S U E S**

- 1) Whether the plaintiff proves that the defendant had executed an agreement of sale dated 25.09.2014, agreeing to sell the suit schedule property in his favour for Rs.5,00,000/- and had received Rs.3,25,000/- as an advance amount on the very same day by agreeing to execute the registered sale deed within 90 days from the date of agreement by furnishing documents?
- 2) Whether the plaintiff further proves that the defendant had received Rs.1,20,000/- and Rs.25,000/- on 12.12.2014 and 02.04.2015 respectively towards the balance sale consideration amount to meet his urgent family necessity and to bear the alienation expenses?
- 3) Whether the defendant proves that the plaintiff has created the sale agreement to gain wrongfully as averred in para 12 of the written statement?
- 4) Whether the plaintiff proves that he is ever ready and willing to perform his part of the contract?

5) Whether the plaintiff is entitle for the reliefs claimed?

6) What order or decree?

Dated this, the 26<sup>th</sup> day of March 2019.

**(G. DEEPA)**  
Prl.Senior Civil Judge & J.M.F.C.,  
Hunsur.