

**IN THE COURT OF THE CIVIL JUDGE & JMFC., AT
PERIYAPATNA
Q.S.No.67/2016**

Plaintiff

:: Smt.Vareeja

-Vs-

Defendant

:: Somaiah and others

ISSUES

1. Whether the plaintiff proves that, the defendants have agreed to sell the suit schedule property for Rs.4,50,000/- as per the sale agreement dated 3.05.2012?
2. Whether the plaintiff proves that the defendant has received advance amount of Rs.3,25,000/- by executing the sale agreement and agreed to execute the registered sale deed by receiving balance consideration amount of Rs.1,25,000/- within 1 year from that date.
3. Whether the plaintiff has been ever ready and willing to perform her part of contract?
4. Whether the defendant Nos.1 to 6 sold the schedule property in favour of defendant No.6 under the sale deed dated 30.03.2015 to defraud her?
5. Whether the defendant No.7 proves that he is the bonafide purchaser of the schedule property?
6. Whether the defendant No.7 proves that the suit is barred by law of limitation?



7. Whether the plaintiff is entitle for the relief of a specif performance of contract and vacant possession as sought for?
8. Whether the plaintiff is entitle for the relief of a declaration t declare the sale deed dated 30.03.2015 as void?
9. What order or decree?

Dated this the 5th day of January 2018.


(JAI SHANKAR.J)
CIVIL JUDGE & JMFC.,
Periyapatna