

THE PRL. SENIOR CIVIL JUDGE & CJM, RAMANAGARA.

Dated this the 13th day of March 2018

O.S. 495/2012

Plaintiff : Sri. N. Nanjappa

-Vs-

Defendants : Smt. Padhmavathi & others

I S S U E S

1. Does the plaintiff proves that he is the absolute onwer of the suit schedule property?
2. Does the plaintiff further proves that the sale deed dated 30.04.2011 executed by the defendant No.1 to 5 in favour of 6th defendant in respect of suit schedule property is not binding on him?
3. Does the plaintiff further proves that defendants are interfering with his peacefull possession and enjoyment of the suit schedule property?
4. Do the defendant No. 5 and 6 prove that the 1st defendant has executed an agreement of sale dated 10.09.2004 in favour of the 5th defendant and has received the advance sale consideration of Rs. 20,00,000/- on the same date and the balance of Rs. 27,62,000/- on 07.07.2007 as pleaded?
5. Do the defendant No. 5 and 6 further prove that the defendant No.1 to 4 have also executed a GPA dated

07.03.2007 in favour of defendant No.5, the agreement holder to do all acts including the sale in respect of suit schedule property and based upon this GPA the 5th defendant has executed a registered sale deed dated 27.12.2010 in favour of 6th defendant in respect of suit schedule property?

6. Do the defendant No. 5 and 6 further prove that after presentation of sale deed dated 27.12.2010 for registration, but earlier to the date of registration on 30.04.2011, the plaintiff has obtained a forged sale deed dated 01.01.2011 as pleaded?
7. Whether the suit is barred by limitation?
8. Whether the plaintiff is entitled for the relief of declaration and permanent injunction in terms sought?
9. What Order or Decree?

(M ANITHA)
PRL. SENIOR CIVIL JUDGE & CJM,
RAMANAGARA.