

**IN THE COURT OF THE ADL. CIVIL JUDGE & JMFC,
CHANNAPATNA**

PRESENT: Smt. Usharani B.N.,
B.A. LL.B., L.L.M.,
Addl. Civil Judge &
JMFC., Channapatna.

Dated 1st July of 2022

O.S.No.228/2018

PLAINTIFF: Sri. Siddegowda

V/s

DEFENDANT : Sri. Shivaswamy & Others

ISSUES

- 1) Whether the plaintiff proves that the defendant No.1 & 2 have executed the alleged registered agreement of sale on 20-06-2007 agreeing to sell the suit schedule properties to the plaintiff for total sale consideration of Rs.1,15,000/-?
- 2) Whether the plaintiff proves that he has paid total sale consideration of Rs.1,15,000/-to the defendant No.1 & 2 on the dated said agreement of sale and for which the defendant No.1 & 2 handed over the vacant possession of the suit schedule properties to the plaintiff?
- 3) Whether the plaintiff proves that he has always been ready and willing to perform his part of contract?
- 4) Whether the defendant No.10 proves that she is the bonafide purchaser of the suit schedule properties

from the defendant No.1, 3 to 9 under registered sale deed dated 04.07.2018 for a valuable consideration without the notice of the said alleged agreement of sale and is in possession of the same?

- 5) Whether the defendant No.3, 4, 8, 9 and 10 proves that the alleged sale agreement dated 20.06.2007 is concocted and fabricated one for the purpose of this case by the plaintiff colluded with defendant No.1 and 2?
- 6) Whether the defendant No.1 proves that the alleged agreement is concocted and fabricated document created by the plaintiff by misusing the blank stamp paper which was in his custody with respect to loan transaction taken between himself and the plaintiff?
- 7) Whether the plaintiff proves that the time is not essence of the contract?
- 8) Whether the plaintiff is entitled for the relief of specific performance as sought for?
- 9) What order or decree?

Addl. Civil Judge &
JMFC, Channapatna.