

**IN THE COURT OF THE ADDITIONAL SENIOR CIVIL JUDGE AND JMFC,  
KARWAR, UTTARA KANNADA**

**O.S. NO.24/2024**

**Dated this the 4<sup>th</sup> day of September, 2024**

**Plaintiff** : Sri. Sadanand Shamba Manjrekar

- Vs -

**Defendants** : Smt. Riya Leanora Dias and Others

**ISSUES**

1. Whether the Plaintiff proves that Defendants have executed an Agreement to Sell dated 12-06-2023 in his favour agreeing to sell the suit schedule properties for total sale consideration of Rs.15,00,000/- and received Rs.2,00,000/- towards part sale consideration?
2. Whether the Defendants prove that the Plaintiff has obtained their signatures on Agreement to Sell by misleading the facts as contended?
3. Whether the Defendants prove that they have duly cancelled the Agreement to Sell dated 12-06-2023 as contended?
4. Whether the Plaintiff proves that he is the owner of the suit schedule properties by virtue of the Agreement to Sell dated 12-06-2023?
5. Whether the Plaintiff proves that he has been ever ready and willing to perform his part of the contract?
6. Whether the suit is properly valued and the Court fee paid is sufficient?
7. Whether the Plaintiff is entitled to the reliefs sought for?
8. What Decree or Order?

**Sd/-**

**Addl. Senior Civil Judge & JMFC,  
Karwar, U.K.**