

**IN THE COURT OF THE CIVIL JUDGE KARWAR.**

**AT: KARWAR.**

**ORIGINAL SUIT NO: 1/2015**

PLAINTIFF: Sri. Maruti Sairu Naik,  
Age: 68 years, Occ: Rtd., Divisional Engineer,  
R/o. D.R. Belurkar Road, Kajubag,  
Post: Karwar.

V/s

DEFENDANTS: 1. Sri. Mohan S/o. Vithal Belurkar and another

**ISSUES**

1. Whether the plaintiff proves that, Sri. Subray Ram Beluarkar executed an agreement to sell dated 11.04.1984 and received Rs. 28,000/- on self and as a G.P.A. holder of defendants as advance received from the plaintiff and also executed an another agreement and received some of Rs. 50,000/- dated 01.11.1987 in support of the earlier agreement by issuing receipt and also showing balance of Rs. 30,000/- dated 13.05.1993 towards the suit schedule property?
2. Whether the plaintiff further proves that, the said Subray Ram Belurkar is also executed a WILL pertaining to the suit schedule property in favour of the plaintiff ?
3. Whether the plaintiff proves that, he is in possession and enjoyment of the suit schedule property from 11.4.1984?
4. The suit is barred by limitation?
5. Whether the defendants prove that, the suit is bad for non joinder and necessary parties?
6. Whether the plaintiff proves that, his agreements are enforceable as per the provisions of Sec. 61 of Karnataka Land Reforms Act?
7. Whether the plaintiff entitled for the relief claimed?
8. What order or decree?

Place: Karwar.  
Dated: 08.06.2015

**(Devendra Pandit)**  
Prl. Civil Judge, Karwar.

