

**IN THE COURT OF THE CIVIL JUDGE & JMFC HALIYAL.**  
**AT: HALIYAL**

**ORIGINAL SUIT NO.61/2022**

**PLAINTIFF:** Sri. Mohan S/o Ningappa Belgaonkar.

-Vs-

**DEFENDANTS:** Smt. Sujata W/o Prakash Kalyankar and others.

**I S S U E S**

1. Whether the plaintiff proves that, the defendants No.1 to 4 have executed an irrevocable GPA-cum-Agreement of Sale dated 22.11.2014 which was registered on 17.01.2015 and thereby agreed to sell the suit schedule property for a consideration amount of Rs.1,26,000/- ?
2. Whether the plaintiff proves that, he has already paid entire consideration amount of Rs.1,26,000/- to the defendants No.1 to 4 as pleaded in the plaint?
3. Whether the plaintiff proves that, he has always been ready and willing to perform his part of contract?
4. Whether the defendants No.1 to 4 prove that, they have executed GPA dated 22.11.2014 which was registered on 17.01.2015 in favour of the plaintiff only for limited purpose i.e., to look after and to manage the suit schedule property?
5. Whether the plaintiff proves that, he is in possession and enjoyment of the suit schedule property as on the date of filing of the suit?
6. Whether the plaintiff proves the alleged interference of defendants to the possession of the suit property?

7. Whether the plaintiff proves that, he is entitled for the relief of Specific Performance of Contract as sought for?
8. Whether the plaintiff proves that, he is entitled for the relief of permanent injunction?
9. What order or decree ?

(Issues framed, pronounced in Open Court on this the 17<sup>th</sup> Day of February, 2024)

Place: Haliyal.

Dated: 17-02-2024.

**Civil Judge & JMFC.,  
Haliyal.**