

IN THE COURT OF PRL. SENIOR CIVIL JUDGE AT UDUPI

O.S. No.103/2017

Shankar Poojary : Plaintiff

V/s

Sri Krishna Poojary and : Defendants
Others

ISSUES

1. Whether the plaintiff proves that the schedule properties are the Aliyasanthana family properties?
2. Whether the plaintiff proves that 1st defendant collusively and fraudulently entered into registered partition deed dated 12.09.1999 ignoring the interest of the plaintiff sister Janaki and 2nd defendant?
3. Whether the plaintiff proves that 1st defendant taking undue advantage of illiteracy of mother Sheshi Poojarthi and got executed Settlement deed dated 15.11.1999, hence the same is illegal and fraudulent document?
4. Whether the plaintiff proves that on 15.11.1999 1st defendant by exercising fraud, undue influence on illiterate Sheshi Poojarthi purported to have executed sale deed in favor of 26th defendant, which is not binding on the plaintiff ?
5. Whether the plaintiff proves that 1st defendant based on fraudulent Settlement Deed dated 15.11.1999 got executed sale deed dated 17.11.1999, 15.11.2002 and 01.09.2006. Therefore all the sale deeds are not binding on the plaintiff?
6. Whether the plaintiff proves that partition deed dated 12.11.1999 and November 2012 entered into between defendants are not binding on the plaintiff, since the said partition deeds are affected based on disputed partition deed dated 12.09.1999 and based on the said partition

deed defendant NO.5 & 6 sold the property infavour of 30th defendant which is illegal and not binding on the plaintiff?

7. Whether the plaintiff proves that 1st defendant supposed to pay a sum of Rs.90,00,000/- in lieu of his share in the schedule properties?
8. Whether the plaintiff proves that partition deed dated 19.02.2008 executed between defendant NO.22 to 24 is sham and colourable transaction not binding on the plaintiff ?
9. Whether the plaintiff proves that sale deed executed by 1st defendant in favour of 20th defendant in respect of portion of plaint A schedule properties is not valid and binding on the plaintiff ?
10. Whether the sale deed executed dated 13.07.2015 by 5th defendant infavor of 6th defendant and 30th defendant are not valid and binding on the plaintiff since they have been executed on the basis of illegal partition deed dated 12.09.1999?
11. Whether the 1st defendant proves that except last item of the plaint A schedule properties all other properties are originally obtained by chalageni by one Kookra Poojary and after his death all the parties have entered into registered partition deed dated 12.09.1999 including mother of the plaintiff. Thereafter mother of the plaintiff sold some of the properties and also executed registered settlement deed dated 15.11.1999 in favour of 1st defendant, as such, all the alienations made based on the registered partition deed dated 12.11.1999 and settlement deed dated 15.11.1999 is binding on the plaintiff ?
12. Whether the suit is barred by limitation?
13. Whether the 1st defendant proves that in the month of May 2003 plaintiff had executed affidavit wherein he has admitted that he has no right in the schedule properties

and admitted regarding registered partition deed dated 12.11.1999?

14. Whether the plaintiff is entitled for mesne profits?
15. Whether the suit is bad for non joinder of the necessary parties?
16. What order or decree?

Dated, this the 13th day of July 2020.

(Vivekananda S. Pandit)
Prl. Senior Civil Judge & CJM, Udupi