

IN THE COURT OF THE SENIOR CIVIL JUDGES AND JMFC
AT KUDLIGI

O.S. No. 46/2015.

Katera Hanumanthappa

.....Plaintiff

V/s.

T. Valibasha @ Chotavali and Aothers.

.....Defendants

ISSUES

1. Whether the plaintiff proves that the defendant No. 1 has entered into agreement of sale with claim on 8-9-2005 agreeing sell the suit property for a total price amount of Rs. 2,00,000/- and paid Rs. 51,000/- on that day as earnest money and agreed to execute the register sale deed.
2. Whether the plaintiff further proves that, he is paid Rs. 1,00,000/- in terms of cash on or about October-2005 and defendant No. 1 assured claim that he will pass proper receipt on the agreement of sale itself, but, he postponed his promise under the one or other pretext ?

3. Whether the plaintiff further proves that, the defendant NO. 1 Conversanted and agreed orally to under over the possession of the suit property to the plaintiff and he actually placed the possession of the suit property with the plaintiff from October-2005 and since they he is in lawful possession of the suit property?
4. Whether plaintiff further proves that, on 27-5-2015. The defendant encroached in the Shed Constructed in the suit property and robbed the belongings in the Shed and he has been caused loss to an extent of Rs. 4,00,000/-?
5. Whether the defendants proves that, they have borrowed a loan of Rs. 50,000/- on 8-9-2005 from the plaintiff and have given signed blank promissory note to the plaintiff?
6. Whether the defendants proves that, they have discharged the above said loans to the plaintiff with interest @ Rs. 10/- per 100 per month, in the month of September 2006 and the plaintiff agreed to return the signed blank promissory note, after it is traced out?
7. Whether the defendants proves that, the plaintiff has created the suit document?

8. Whether the defendants proves that, the schedule shown in the agreement is incorrect and the said property is not situated in Sy. No. 562-A?
9. Whether the plaintiff proves that, he is always ready and willing to perform his post of Contract?
10. Whether the defendants proves that, the suit is barred by limitation?
11. Whether the plaintiff is entitled for the relief of specific performance of Contract?
12. Whether the plaintiff is entitled to claim damages of Rs. 4,00,000/- with interest @ 18% p.a.?
13. Whether the defendant No. 5 proves that the plaintiff paid the insufficient court fee?
14. Whether the plaintiff is entitled for the relief sought for?
15. What Order or Decree?

Place : Kudligi
Date : 31-03-2016

Senior Civil Judge
and JMFC, Kudligi.