

RE-CASTED ISSUES
(As per order dated 20.07.2026 passed below Exh.1 and 22).

- I) Does the plaintiff prove that, the agreement of contract to sale the land executed between themselves and Late Suryabhan Balu Navale vide oral agreement dated 15.03.1989 and written agreement dated 05.09.2011 is valid, legal and enforceable in law ?
- II) Does the plaintiff prove that, the agreement of contract to sale the land executed between themselves and Late Suryabhan Balu Navale is binding upon the legal heirs of deceased Suryabhan i.e. defendant No.1 to 5, after his death?
- III) Does the plaintiff prove that, the deceased defendant and his legal heirs have committed the breach of contract by making necessary efforts for obtaining prior permission from defendant No.6 for sale of the Class-II land which was agreed to be sold to plaintiff i.e. ‘suit property’ i.e. Gat No.545/1 admeasuring 3H:20R of village Maldad, Tal.Sangamner ?
- IV) Does the plaintiff prove that, they are in possession of ‘suit property’ since 15.03.1989 and their possession over the said land is obstructed by defendants ?
- V) Does the plaintiff prove that, he is ready and willing and was always ready and willing to perform his part of contract as alleged ?
- VI) Is the suit barred by law of limitation ?
- VII) Is the suit tenable as per provisions of law ?
- VIII) Is the suit bad for non-joinder of necessary parties ?

- IX) Does the plaintiff prove that, he is entitled for grant of relief of specific performance of contract against defendant No.1 to 5 as prayed ?
- X) Does the plaintiff prove that, he is entitled for grant of mandatory relief against the defendant No.6 as prayed ?
- XI) Does the plaintiff prove that, he is entitled for grant of relief of perpetual injunction as prayed ?
- XII) What Order and decree ?

Place : Sangamner

Date : 20/07/2026.

(B. N. Arbad)

Jt. Civil Judge Senior Division,
Sangamner, Dist.Ahmednagar.