

**ISSUES**

- 1 Whether it is proved that defendants were competent and empowered to execute the disputed agreement of sale in favour of the plaintiff ?
- 2 Whether it is proved that the defendants have executed the disputed agreement of sale dtd. 07.09.2012 in favour of the plaintiff and thereby agreed to sell the suit property in his favour by accepting earnest money of Rs. 3,00,000/- ?
- 3 Whether the suit is bad for want of necessary description and map of the suit property ?
- 4 Whether it is proved that the defendants have committed breach of agreement and declined to execute necessary sale deed in favour of the plaintiff despite his request ?
- 5 Whether the plaintiff was and is ready and willing to perform his part of contract ?
- 6 Whether the suit is filed within the prescribed period of limitation ?
- 7 Whether the relief of specific performance of contract can be granted in favour of the plaintiff ?
- 8 Whether the relief of specific performance can be granted to the plaintiff considering provisions of Maharashtra Prevention of Fragmentation and Consolidation of Holding Act, 1947 and Maharashtra Resettlement of Project displaced persons Act ?
- 9 Whether the plaintiff is entitled for the refund of earnest money ? If yes, at what rate of interest ?
- 10 Whether the plaintiff is entitled for the relief of perpetual injunction as prayed in paragraph No. 13(e) and (e) ?
- 11 What order and decree ?

Sd/-

Date : 08.11.2021

( G. V. Deshpande )

Civil Judge Senior Division,  
Gadhinglaj