

Spl.C.S. NO. 264/2015

(Sahyadri Starch & Industries Pvt. Ltd.

V/s.

Ramnath Shankar Shinde & Ors. 19)

Exh. No.

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ISSUES

- 1] Does plaintiff prove that defendant No.1 voluntarily executed agreement on 21/03/2015 and agreed to sell the suit property for the consideration of Rs. 1,85,00,000/-?
- 2] Does defendant No.1 prove that the plaintiff by pressurizing him compelled to sign on agreement dated 21/03/2015 ?
- 3] Does plaintiff prove that defendant No.1 by voluntarily executing agreement dated 15/06/2015 extended period of performance of agreement for six months ?
- 4] Does defendant No.1 prove that he had informed about pendency of suit bearing No.402/1990 at the time of agreements dated 21/03/2015 and 15/06/2015 ?
- 5] Does defendant No.1 prove that he had refunded consideration amount of Rs.51,000/- to the plaintiff and cancelled the agreement dated 21/11/2015 ?
- 6] Does plaintiff prove that it was always ready and willing to perform it's part of contract ?
- 7] Whether transaction between the plaintiff and defendant No.1 hit by principal of lis-pendens ?
- 8] Is plaintiff entitled for the relief of specific performance of contract ?

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9] Is plaintiff entitled to get alternative relief of refund of earnest amount along-with interest ? If yes, what would be the rate of interest ?

10] What order and decree ?

Date : 14/10/2024

(R. P. Kulkarni)
Jt. Civil Judge (Sr. Division),
Sangli.