

ORDER BELOW EXH. 1
IN
Spl.C.S.No.513 of 2023
(Sunil Luniya Vs. Baliram Chinchkar)

Today, the matter is kept for arguments with the due consent of both parties. The defendant shall advance arguments specifically on points C, D, and E mentioned in paragraph No. 4 of the Development Agreement dated 10.01.2016, which pertain to the issuance of payment and the consequence of failure to make such payment, namely, forfeiture/loss of 1 R land by the concerned party. Further, Sub-clause 'D' refers to the names of various other persons appearing in Block No. 199, and the defence of non-joinder of necessary parties has been raised in the Written Statement. These points seem contrary in one way in admission and in other way mentioned in written statement. So it requires arguments on these points. The defendant shall also address arguments regarding the alleged amount of Rs.5,00,000/- received from the plaintiff by way of deposit on 16.01.2016 and Rs.10,00,000/- received pursuant to the agreement dated 10.11.2019. Arguments on the aforesaid points are essential for proper adjudication and elucidation of the controversy involved between the parties. The defendant is directed to advance arguments on the said points on the next date.

Place : Karmala
Date : 28.05.2026

(S.M.Ghuge)
Civil Judge, Senior Division,
Karmala, Dist.Solapur