



MHST060016202025

ISSUES (S)

- 1) Whether the plaintiff proves that Defendant No. 1 executed the Agreement to Sell dated 28.12.2020 in his favour ?
- 2) Whether the plaintiff proves that he paid a sum of Rs. 1,30,000/- to Defendant No. 1 as consideration for the suit property ?
- 3) Whether the plaintiff proves that he has always been ready and willing to perform his part of the contract?
- 4) Whether the plaintiff proves that Defendant No. 1 illegally executed the Power of Attorney (कुलमुखत्यार पत्र) in favour of Defendant No. 2 ?
- 5) Whether the plaintiff is entitled to the relief of specific performance of the contract, as prayed for?
- 6) Whether the plaintiff is entitled to the relief of perpetual injunction, as prayed for?
- 7) Whether the plaintiff is entitled to a declaration that the Power of Attorney allegedly executed by Defendant No. 1 in favour of Defendant No. 2 is illegal, null and void, as prayed for?
- 8) Whether the plaintiff is, in the alternative, entitled to recover a sum of Rs. 1,30,000/- together with interest at the rate of 15% per annum, as prayed for?
- 9) Whether the defendants are entitled to compensatory costs, as prayed for?
- 10) What order or decree ?

Date : 09.06.2026

(Waman D. Jadhav)
Civil Judge Junior Division,
Dahiwadi.