

S.A.No.947 of 2015

K.RAVICHANDRABAABU,J.

Following are the substantial questions of law involved in this case for entertaining this appeal and for further consideration.

a)Whether the finding of the courts below in coming to the conclusion that the plaintiff is ready and willing to perform his part of the contract without any proof to that effect is legally sustainable?

b) Whether the courts below failed to properly consider the pleadings of the defendant with regard to the defense raised by the defendant that the plaintiff was not ready and willing to perform his part of the contract and whether the finding of the courts below is perverse?

c)Whether the courts below are right in coming to the conclusion that to disprove that the suit agreement for sale had been executed in lieu of the loan transaction, no oral evidence can be let in and that the same cannot be considered by the courts below and whether at all such a finding is not perverse?

d) Whether the courts below failed to consider that the plaintiff is not entitled to specific performance, when the plaintiff had not done any act within the period specified under the agreement and whether such a finding of the courts below that plaintiff being rich money lender, presumption under law can be construed to be ready and willing can be sustained?

Admit.

17.10.2016

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K.RAVICHANDRABAABU,J.

Vri

S.A.No.947 of 2015

17.10.2016

M.P No.1 of 2015
in
S.A.No.947 of 2015

K.RAVICHANDRABAABU.,J.

There will be an order of interim stay subject to a condition that the appellant shall deposit a sum of Rs.1,50,000/- (Rupees One lakh fifty thousand only) to the credit of S.A.No.947 of 2015 on the file of this court within a period of three weeks.

Notice.

17.10.2016

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Note:Issue copy by today.

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