



WEB COPY



C.S(Comm Div)No.40 of 2022
and O.A.No.125 of 2022

S.SOUNTHAR, J.

On going through the pleadings and arguments advanced by the learned counsel appearing for either side, this Court frames the following issues:

“1)Whether the plaintiff is entitled to specific performance of execution of sale deed in his favour for the properties mentioned in Schedule A and B for sale consideration of Rs.21,30,00,000/- paid by him?

2) Whether the agreement between the plaintiff and defendants is true and valid?

3) Whether the plaintiff was always ready and willing to get the sale deed executed?

4)Whether the payment of Rs.21,30,00,000/- made by the plaintiff to the 1st defendant is loan transaction between the plaintiff and the 1st defendant or in pursuance of alleged oral Sale Agreement projected by the plaintiff?

5)Whether the alleged Sale Agreement dated 23.04.2019, is true and genuine or it is a forged document



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as contended by the defendants?

6) Whether plaintiff is entitled to a relief of specific performance of the alleged oral Sale Agreement, when the alleged terms of the Sale Agreement was not pleaded in the plaint? ”

2. List the matter on 14.03.2023 for filing case management schedule.

08.03.2023

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