



THE DECREE/ JUDGMENT PASSED BY ANY APPELLATE CIVIL COURT IN THE FIRST APPEAL WHICH COURT IS SUBORDINATE TO HIGH COURT CAN BE CHALLENGED BY WAY OF A SECOND APPEAL BEFORE THE HIGH COURT IF THE CASE INVOLVES A SUBSTANTIAL QUESTION OF LAW (SECTION 100 OF THE CODE OF CIVIL PROCEDURE, 1908)

IN THE HIGH COURT OF JUDICATURE AT _____
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. _____ OF _____
IN
FIRST APPEAL NO. _____ OF _____
IN
SPECIAL SUIT NO. _____ OF _____
DISTRICT: _____

_____))
Age: about ____ years))
residing at: _____))
_____))
_____))
_____))
_____) ... Appellant

V/s.

_____))
Age : about ____ years))
residing at : _____))
_____))
_____))
_____) ... Respondent

Claim for Court Fees and Jurisdiction is valued at Rs. _____/- and therefore, Court

Fees of Rs. _____/- is paid
as it was paid in the Lower Court;

Being aggrieved by the said Order, Judgment and Decree dated _____ [**the First Impugned Judgment**] passed in First Appeal No. ____ of ____ by the Hon'ble District Court, _____, _____ [**the First Appellate Court**]; from the Order, Judgment and Decree dated _____ [**the Second Impugned Judgment**] passed in Special Civil Suit No: _____ of _____ by the Hon'ble Joint Civil Judge, Senior Division _____ [**the Trial Court**], the Appellant begs to prefer the present Second Appeal, on the following substantial questions of law and also questions, directly and substantially affecting the rights of the Appellant-Defendant herein; as also issues that have not been determined by the First Appellate Court and/or the Trial Court and issues wrongly determined by both the lower courts on substantial questions of law hereinafter raised by the Appellant, which are made in the alternative and without prejudice to each other -

1. Whether an agreement for sale of property, to enter into a final agreement and which final agreement is contingent on the compliance of conditions agreed upon, is a concluded agreement for sale of property between the parties thereto and enforceable at law?
2. Whether the Respondent-Plaintiff, on refusing to accept the title of the Appellant-Defendant as the absolute owner of the suit property, has disabled himself from specifically enforcing the said Memorandum of Understanding dated _____ [*the said MOU*]?

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