

Com.O.S. 109/2022**PW-2****Witness called and duly sworn on 1.8.2026.****CROSS EXAMINATION BY THE ADVOCATE Smt G.V.P
FOR DEFENDANT :**

It is true that suit is filed based on the agreement no.139/2010 dt. 23.7.2010. The said agreement is for work between Harding Circle to Bannimantap via Sayyajirao Road. I may not say the exact distance between Harding Circle to Bannimanta. It is true that according to DPR the length of road is 5.15 k.m. I have done the work approximately 1.7 to 1.75 k.m on both sides. It is false to say that I have done work only up to 1.4 k.m. I do not agree that I did not execute the work from Clock Tower to Dhanvantri Road where K.R.Market touches. I have undertaken to execute another 5 works along with disputed work for defendant.

I participated in the pre tender meeting with defendant. I have not sought in writing a clarification, questions at defendant in respect of instant contract. I have not raised the objections and concerns before submitting the tender at defendant before pre bid meeting, witness volunteers that all the objections and concerns arose during the execution of the project. The trees were not causing obstructions, but the roots of the trees in the underground caused obstructions.

It is true that the utility services i.e. electricity, telephone and water connections are the underground and top also. It is false to say that the work should be done by piece by pieces. It is false to say that I need not raise objections by piece by piece for not handing over entire project site.

It is true that now I see the document stating that on 10.8.2010 defendant handed over entire project site to the representative of plaintiff and it is signed by the representative of the plaintiff by name Amith Nayar. It is true that mobilization advance of Rs. 8 lakhs received, witness volunteers that mobilization amount is given against bank guarantee by the plaintiff. ExP44 is for reference but not good for constructions.

It is false to say that I did not start work even after 3-4 months over after signing the contract. It is false to say that the work was suspended in October, 2010 during Dasara period. It is false to say that I did not start work till February, 2011.

I have raised objections for not handing over the entire project site. ExP11 dt. 8.3.2011 suggest's that escalation costs claimed and irreparable losses also. It is true that providing strong water drain, ducts for utility services like cable after completion of these works, ornamental barricade

and lamp pole are to be installed, witness volunteers that manufacturing of lamp pole, barricading stones and tiles have to be done simultaneously.

I have raised the objections regarding delaying for not handing over the entire site in one stretch and delaying in approving the designs for barricading stones, electric poles and pre cost chequered cement tiles, but I have not filed case or dispute. It is false to say that I have intentionally delayed the work with an intention to seeking escalation cost.

Contract does not contain the escalation cost, witness volunteers that it does not contain the such cost but after 12 months it can be claimed. It is false that such condition does not appear in the contract.

The witness admit the tender document. (Copy of said document produced by the plaintiff with the plaint but not marked yet. The counsel for plaintiff and defendant have disputed the said tender document.) Since the witness admits the tender document, tender document is marked as Ex.P84.

It is true that Rs.4,375/- is negotiated price for barricading with stone railings as per the tender. It is false to say that Rs.33,500 is the revised price for the same.

Exp53 dt. 4.1.2012 suggest that the plaintiff agreed to fixing the stone barricading at the rate of Rs.33,500/- for running meter, witness volunteers that it is part rate. It is not true that the part rate is not mentioned in the document, witness volunteers that the reading of document in entirety gives the meaning of part rate. It is false to say that the same false thing and falsely deposed.

It is not true that I agreed to work cement chequered tiles at the rate of Rs.1585.54 per sq. mt. It is true that Ex.P55 is plaintiff's document issued during the correspondence.

It is true that I claimed Rs.67,810/- per running meter for providing granite stones. It is true that there is no agreement that Rs.67,810/- per running meter for providing granite stones, but there is proceeding of defendant that Rs.49,000/- is basic price + 10% contractor's profit + 10% overhead charges + taxes + transportation charges. It is false to say that there is no concluded agreement between plaintiff and defendant about above said quoted prices.

Exp66 is the supplemental agreement dt. 27.5.2013, witness volunteers that it is not plaintiff document. It is not true that I suspended the work till Ex.P66 dt. 27.5.2013 is executed.

It is true that I claimed Rs.2,57,255/- per electric pole.
It is true that there is no agreement for pricing the electric pole.

Counsel for plaintiff prays time for further cross examination, on request bound over.

(Typed to my dictation in the open court)

R. O. I. & A. C.,

(Mohan Badagandi)
II Addl. District & Sessions Judge
Mysuru.