

WITNESS RECALLED AND DULY SWORN ON 13-08-2018**CROSS EXAMINATION BY SRI. K.L.C. ADVOCATE FOR
CLAIMANT NO.3:**

From 1983 to 2013, I have served as an employee in claimant No. 7-B.D.& B.R.D.C.C. Bank. I do not know that the SPA marked at Ex.P.1 executed in my favour by the claimant No. 7 has been terminated from the date of my retirement from claimant No. 7 bank. After my retirement, claimant No. 7 has not executed another power of attorney or authority letter empowering me to depose on behalf of claimant No. 7.

Since 20 years, I am acquainted with claimant No. 3-L. Lingaiah. It is true that since April 1992, claimant No. 3-L. Lingaiah was serving as a President of claimant No. 8-Pramod Gruha Nirmana Sahakara Sangha Niyamitha. On 11-01-1992, claimant No. 8 has availed Rs.1,00,00,000/- loan from claimant No. 7. Without looking into records, I cannot say as to on which dates this Rs.1,00,00,000/- loan is being disbursed in favour of claimant No. 8. Such documents are in the possession of claimant No. 7 bank. The claimant No. 8 did execute loan agreement, hypothecation agreement, cash credit receipt, guarantee agreement in favour of claimant

No.7 bank. The claimant No. 7 has taken steps to recover loan from claimant No. 8 on the basis of these documents. I do not know exactly as to whether claimant No. 7 has filed Execution Petition to recover amount mentioned in Ex.P.2. I do not know as to how much amount mentioned in Ex.P.2 has been recovered. Claimant No. 7 may produce details about the properties given by the claimant No. 8 under the aforesaid hypothecation deed and guarantee agreement. Without looking into the contents of hypothecation deed and guarantee agreement, I cannot say as to which of the properties are offered as guarantee and hypothecated by the claimant No. 7 with the claimant No. 8 for the loan. It is true that prior to 03-02-1992, the claimant No. 8 did give the aforesaid documents like hypothecation deed and guarantee agreement and cash receipt to the claimant No. 7. The properties mentioned in Ex.P.4 and Ex.P.5 have been purchased in the name of claimant No. 3-L. Lingaiah. The claimants No. 1, 2 and 4 to 6 have sold the properties mentioned in Ex.P.4 and Ex.P.5 in favour of claimant No. 3-L. Lingaiah. It is true that the properties under Ex.P.4 and Ex.P.5 have been purchased for consideration amount mentioned in the said documents. It is true that the khata of

the properties mentioned in Ex.P.4 and Ex.P.5, has been mutated and recorded in the name of claimant No. 3-L. Lingaiah. It is true that the properties purchased under Ex.P.4 and Ex.P.5 are bearing Sy. No. 51 of Pantarapalya Village. It is true that the property measuring 02 acres 24 guntas in Sy. No. 51 of Pantarapalya Village has been purchased under Ex.P.4 and Ex.P.5. I do not know the total extent of land compromised in Sy. No. 51 of Pantarapalya Village. I do not know as to how much extent of land, claimants No. 1, 2 and 4 to 6 were having in Sy. No. 51 of Pantarapalya Village. It is true that the property under Ex.P.4 and Ex.P.5 are being purchased on 13-03-1996. It is true that claimant No. 3-L. Lingaiah has not hypothecated or mortgaged the properties mentioned in Ex.P.4 and Ex.P.5 in favour of claimant No. 7. No loan transactions has taken place in individual capacity of claimant No. 3-L. Lingaiah and claimant No. 8. I cannot say as to whether claimant No. 3-L. Lingaiah did pay Rs.50,00,000/- mentioned in Ex.P.10 to the claimant No. 7 bank in his individual capacity or in his capacity as a President of claimant No. 8. I do not know as to whether claimants No. 1, 2, and 4 to 6 have entered into an agreement with claimant No. 7 bank. I do not know

personally as to whether the claimant No. 3-L. Lingaiah during his tenure as a President of claimant No. 8 out of the funds of the claimant No. 8-Society, fraudulently has purchased 02 acres 24 guntas land in Sy. No. 51 of Pantarapalya Village in his personal name. I do not know as to whether the claimant No. 8-society did give fund or money to claimants No. 1, 2 and 4 to 6 to purchase land in Sy. No. 51 of Pantarapalya Village. I do not know that the recovery of Rs.43,65,260/- with interest as claimed by the claimant No. 8-society against claimant No. 3-L. Lingaiah in Ex.P.6 and Ex.P.8 has not been proved. It is false that at the instance of claimant No. 7, the case mentioned in Ex.P.6 and Ex.P.8 is being filed against claimant No. 3-L. Lingaiah. It is false that claimant No. 7 and 8 in collusion have filed false case against claimant No. 3-L. Lingaiah mentioned in Ex.P.6 and Ex.P. 8 to knock off personal or individual properties of claimant No. 3-L. Lingaiah.

I do not know that the properties mentioned in Ex.P.4 and Ex.P.5 are acquired by the respondent No. 1. I do not know that after issuance of preliminary notification u/sec. 28(1) of Karnataka Industrial Areas Development Act , 1966,

and final notification u/sec. 28(4) of the said Act mentioned in this reference to acquire the property in Sy. No. 51 of Pantarapalya Village, either Joint Registrar of Co-operative Society or any other authorities have no power to pass any order with regard to acquired property except the courts empowered under the Land Acquisition Act. I do not know that order mentioned in Ex.P.9 is not valid and not binding on claimant No. 3-L. Lingaiah. I have not personally witnessed and seen the joint memo alleged to have been filed in the order mentioned in Ex.P.9. Witness volunteers that he was not personally present when joint memo mentioned in Ex.P.9 presented in the court. I do not know the name of the official of claimant No. 7 bank who was present while filing the joint memo before the court mentioned in Ex.P.9. I do not know as to whether any officials of claimant No. 7 bank have signed on the joint memo mentioned in Ex.P.9. I have not made efforts to know as to which of the official did sign joint memo mentioned in Ex.P.9. I do not know as to whether and what nature agreement was entered between claimants No. 7 and 8 with regard to the amount mentioned in Ex.P.9. I do not know about the agreement entered between claimant No. 3-L. Lingaiah and the claimants No. 7 and 8 accordingly the

alleged GPA dated 28-01-2008 executed by the claimant No.3-L. Lingaiah mentioned in the Ex.P.9. I have not seen such alleged GPA dated 28-01-2008 executed by the claimant No.3-L. Lingaiah in favour of either claimant No. 7 or claimant No.8. I have not seen the memo referred in Ex.P.9. It is true that on 30-07-2007, the claimant No. 7 has engaged the Counsel on its behalf in this case. I do not know the contents of the documents marked as Exhibits through PW-2. It is false that I am deposing false before the court.

RE-EXAMINATION: NIL

(Typed as per my dictation in the Open Court)

R.O.I & A.C.

(I. F. BIDARI)

**II ADDL. CITY CIVIL & SESSIONS JUDGE
AND SPL. JUDGE, BANGALORE CITY.**