



**WITNESS RECALLED AND DULY SWORN ON 04-07-2018**

**CROSS EXAMINATION FOR CLAIMANT NO. 3:** Sri. RN Adv., Ld. Counsel for the claimant No. 3 and claimant No.3 called out absent, hence, cross examination on behalf of claimant No. 3 taken as Nil.

**CROSS EXAMINATION FOR RESPONDENT:** At request of RR Adv., for PVC Adv., deferred.

(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.

**WITNESS RECALLED AND DULY SWORN ON 10-08-2018**

**CROSS EXAMINATION BY SRI. R.R. ADVOCATE ON BEHALF OF SRI. P.V.C. FOR RESPONDENT:**

Pramod House Building Co-operative Society, Bengaluru, has availed loan from the claimant No. 7-BD&BRDCC Bank to purchase the acquired land bearing Sy. No. 51 of Pantarapalya Village. It is true that thereafter

the claimant No. 7 granting loan to purchase land in Sy. No. 51 of Pantarapalya Village, the said land in Sy. No. 51 of Pantarapalya Village is being purchased in the name of claimant No. 3-L. Lingaiah. The claimant No. 7 has taken a civil action against the claimant No. 3-L. Lingaiah with regard to purchasing acquired land Sy. No. 51 of Pantarapalya Village in his name. The claimant No. 7 has not initiated criminal action against the claimant No. 3-L. Lingaiah. I do not know that claimant No. 3-Lingaiah has filed Writ Petition against the order dated 30-10-2015 in Appeal No. 573/2012 passed by the KAT, Bengaluru, and same is pending adjudication in Hon'ble High Court of Karnataka at Bengaluru. It is false that claimant No. 7 without proper verification of the documents did grant loan to purchase acquired land in Sy. No. 51 of Pantarapalya Village.

**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.

**AS PER ORDER ON IA NO.3 DATED 13-08-2018, WITNESS  
RECALLED AND DULY SWORN ON 22-09-2018**

**CROSS EXAMINATION BY SRI. K.L.C. ADVOCATE FOR  
CLAIMANT NO. 3:**

Since June 1992, I am working as Senior Assistant, Planning and Development Section in the office of claimant No. 7. The original of Ex.P.8 was being filed through Sri. Nazir Ahamed, Managing Director of claimant No. 7. Thereafter filing Ex.P.8, the claimant No. 7 was impleaded as a party in dispute No. 53/1997-98 before the Joint Registrar of Co-operative Society, Bengaluru. The claimant No. 7 was represented through its Counsel in the said proceedings. Claimant No. 7 official have signed for the compromise filed as mentioned in Ex.P.9. The Managing Director of claimant No. 7 did sign on compromise, but I am not remembering the exact name of the official so signed on compromise. I have not personally seen the compromise filed in the proceedings mentioned in Ex.P.9. So far, claimant No. 7 has not obtained certified copy of such compromise petition. I have not personally seen the agreement entered between claimant No.7, claimant No. 3 and claimant No. 8, mentioned in Ex.P.9. Claimant No. 3 has not executed Power of Attorney in favour of claimant No. 7. It is false that claimant No. 3 has not

executed an agreement, memorandum of understanding and Power of Attorney as I stated in my chief examination. Claimant No. 7 has not produced documents with regard to disbursing Rs.1,00,00,000/- loan amount in favour of claimant No. 8. I have not seen the sale deeds of the properties mentioned in my affidavit filed in lieu of my chief examination to show that claimant No. 8 has purchased the said properties out of the loan amount withdrawn from the claimant No. 7. Ex.P.4 and Ex.P.5 are in the name of claimant No. 3. There is no mention in Ex.P.4 and Ex.P.5 that out of the availed loan from claimant No. 7, the claimant No. 3 has purchased the properties mentioned therein. It is true that in two certified copies of receipts dated 17-03-1996 and 21-03-1996, which are in the same page, out of the certified copies of 25 receipts together marked as Ex.P.12 are subsequent to the dates of purchase of the properties under Ex.P.4 and Ex.P.5, same are marked as Ex.P.25(a) and Ex.P.25(b). The originals of Ex.P.25 receipts marked at Ex.P.12, are not in the possession of claimant No. 7. It is false that we have created copies of the 25 receipts marked at Ex.P.12 to suit our defence in this case. It is true that the order passed in dispute No. JRB/MD/7/2009 is being set aside in KAT Appeal No. 573/2012.

**(Further cross examination deferred at request of Sri. KLC Advocate).**

*(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.