

**O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.**

The witness is duly sworn on:16.09.2025.

**CROSS EXAMINATION BY ADVOCATE FOR DEFENDANT No.2
and 3:-**

It is true to suggest that, Ex.P.2 authorization does not authorize me to give evidence in this case. Witness volunteers that, the “word evidence” is not mentioned, but it is implied. It is true to suggest that, Plaintiff No1 trust is closely held among the siblings. It is true to suggest that, the trustees are only siblings and no outsiders.

Q: Are the meetings of Plaintiff No.1 trust and affairs of the trust or private in nature ?

Ans: The meetings of trust are private, but activities of the trust of public.

Q: Can you produce the minutes of meetings of the trust from 01.03.2023 till date?

Ans: If the trust agrees so.

Q: Are you being managing trustee able to produce those documents?

Ans: I am not the managing trustee.

Copy of the registered trust deed dt.02.06.1988 is confronted to the witness which he admits, as per the request of advocate for defendant same is marked as **Ex.D.1**, subject to the objection by advocate for Plaintiff.

It is true to suggest that, objects of the trust are mentioned in the column No.4 of the Ex.D.1. It is true to

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

suggest that, the original trust deed Ex.D.1 was modified under registered modification deed dt.05.03.2003. It is true to suggest that, originally the trust was only restricted to Telugu speaking people in the state of Karnataka, but later it was amended to the students of all linguistic groups.

It is true to suggest that, modification deed dt.05.03.2003 was signed by my parents. Deed of modification is confronted to the witness which he admits, as per the request of advocate for defendant same is marked as **Ex.D.2**, subject to objection by advocate for Plaintiff.

My father D.K. Adhikeshavalu expired on 24.04.2013. Thereafter, my mother being the sole trustee inducted K. Ranganathan as Co-trustee. It is true to suggest that, Initially K. Ranganathan was inducted as trustee for period of 2 years and later the period was extended upto 2020.

My mother Smt. Sathyaprabha expired on 19.11.2020. Thereafter, on 28.12.2020 myself and my sisters inducted as trustees under trust deed as per Ex.P.12. It is true to suggest that, since from the date of formation of the trust as per Ex.D.1 till today the objects of the trust as mentioned in the column No.4 of Ex.D.1 remain same.

The affidavit in lieu of examination in chief is prepared under my instructions. I have gone through the contents of affidavit and put my signature. The suit schedule property was in the name of defendant No.1.

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

It is true to suggest that, defendant No.1 purchased suit schedule property under 2 registered sale deeds dt.29.05.2000 and 30.05.2000. Witness volunteers that, she purchased under the guidance of my father. The said 2 sale deeds are confronted to the witness which he admits, as per the request of advocate for defendant same are marked as **Ex.D.3 and Ex.D.4** respectively.

It is not mention in Ex.D.3 and 4 that, the said property was purchased under the guidance of my father. It is true to suggest that, after purchase of said property mutation was effected in the name of defendant No.1. I cannot say whether defendant No.1 was paying taxes regarding the suit property. It is true to suggest that, property covered under Ex.D.3 and 4 is the suit schedule property in both the suits. Witness answered this question by going through the plaint schedules in both the suits. There is no difference in Survey numbers or measurements of the schedule property in both the plaints. It is true to suggest that, in plaint in O.S. No.1453/2024 there are 2 schedule namely A and B. It is true to suggest that, the schedule of plaint in O.S. No.2897/2024 is the only one schedule.

It is true to suggest that, defendant No.1 got converted suit schedule property from agriculture to non agriculture in the year 2001. It is true to suggest that, later this property

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

came within the limits of BBMP. It is true to suggest that, in the year 2022 Katha of the suit schedule property was standing in the name of defendant No.1.

Copy of registered agreement of sale dt.07.11.2022 was confronted to the witness which he admits, as per the request of advocate for defendant same is marked as **Ex.D.5**. I have not obtained copy of Ex.D.5 registered agreement of sale prior to 13.03.2023.

Q: The agreement Ex.D.5 being a registered agreement the same would have reflected in the Encumbrance certificate, did you obtain any EC of the schedule property after 07.11.2022 till 13.03.2023 ?

Ans: I will have to check.

It is true to suggest that, Ex.D.5 is a registered agreement of sale executed by defendant No.1 in favour of defendant No.3/ Anushka Construction Pvt Ltd. It is true to suggest that, Ex.D.5 document bears the signatures and system generated photographs of defendant No.1.

The photograph of defendant No.1 identified by the witness is marked as **Ex.D.5(a)** and signatures on each page and signature next to photograph are marked as per Ex.D.5**(b)** collectively.

The witness is shown copy of supplementary registered agreement dt.16.02.2024 between defendant No.1 and defendant No.3 with respect to sale of Suit Schedule

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

property, the witness gone through document and answered as looks like that. Since witness has identified the said document photograph and signatures on request of advocate for defendant same is marked as **Ex.D.6** and system generated photographs of defendant No.1 are marked as **Ex.D.6(a)** and signatures on each page and signature next to photograph are marked as per **Ex.D.6(b)** collectively.

The witness is confronted with copy of registered sale deed dt. 13.03.2024 executed by defendant No.1 in favour of defendant No.2 with defendant No.3 being confirming party which he admits, as per the request of advocate for defendant same is marked as **Ex.D.7**. System generated photographs of defendant No.1 are marked as **Ex.D.7(a)** and signatures on each page and signature next to photograph are marked as per **Ex.D.7(b)** collectively.

It is true to suggest that, this suit O.S. No.1453/2024 is filed on 23.02.2024. It is true to suggest that, as on the date of filing of this suit there were two registered agreement of sale and supplementary agreement of sale as per Ex.D5 and 6.

Q: Did you obtain copies of Ex.D.5 and 6 from the office of sub registrar before filing this suit?

Ans: I have to check back.

Q: If you had obtained copies of encumbrance certificate before filing this suit, you would have know

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

regarding the existence of two registered agreements of sale?

Ans: I have to see whether i have seen those documents or not.

Q: Is it your evidence that, you verified about the previous agreements and then paid Rs.70 crores to defendant No.1 or you did not know about the prior agreements but paid Rs.70 crores to defendant No.1?

Ans: I have to verify.

Q: Did the Plaintiff No.1 trust conduct any due delinquency before 13.03.2023 in parting money to defendant No.1?

Ans: Defendant No.1 is my sister, she is trustee and family member. Hence, i believed her representation and went further ahead.

It is very obvious that, defendant No.1 did not disclose about prior registered agreements dt.07.11.2022 as per Ex.D.5 and another agreement supplementary agreement dt.16.02.2024 as per Ex.D.6.

Q: Did you take any action against defendant No.1/ your sister for not disclosing the previous registered sale agreements?

Ans: I have come to court.

Witness identified the declaratory affidavit of defendant No.1 dt.08.04.2024 bearing signature and photograph of defendant No.1 same is marked as per **Ex.D.8** on request of

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

advocate for defendant.

I have seen Ex.P.3 public notice when it was published in Deccan Herald daily news paper dt.14.02.2024. Ex.P.3 notice the defendant No.1 has executed sale agreement to sell the schedule property inviting public to file objections for proposed sale.

Q: Did you file objections to the Ex.P.3 notice stating i have interest in the Suit Schedule property?

Ans: I have to verify and check.

I don't remember whether i wrote to defendant No.1 about Ex.P.3 notice and the agreements mentioned therein.

Q: Did you enquire in writing from the advocate mentioned in the Ex.P.3 notice on whose behalf and which client the notice was issued?

Ans: I don't remember.

Q: As on date of Ex.P.3 notice or soon thereafter did you apply for encumbrance certificate to check what is the agreement of sale executed by defendant No.1 in favour of third party?

Ans: I don't remember.

Q: Did you obtain legal opinion about the suit schedule property?

Ans: I have to check.

Q: Did you obtain legal opinion in writing about the marketable title of the suit schedule property before the date

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

of Ex.P.1?

Ans: At that point of time, i did not obtain legal opinion since i believed in defendant No.1.

Q: Does Ex.P.1 mention anything regarding delivery of possession. If so point out relevant page and para?

Ans: Page No.8, schedule A and B shows delivery of possession. Witness volunteers that, prior to Ex.P.1 i was put in possession. In the year 2001 i was put in possession, i don't know exact date.

Q: Is there any documents evidencing so called delivery of possession from defendant No.1 to you?

Ans: I don't remember.

Q: How did and when did the Plaintiff No.1 trust came in possession of the Suit Schedule property?

Ans: After the sale agreement Ex.P.1, Plaintiff No.1 came in possession.

Q: What is the document to evidence so called delivery of possession to the Plaintiff No.1 trust.

Ans: Description of schedule A and B in Ex.P1 in page No.8.

As it is 2.00 P.M. for launch hour. Hence, cross examination is deferred to 3.00 P.M.

**O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.**

(Typed to my dictation in open court).

R.O.I &A.C.,

**(B.P DEVAMANE)
I ADDL. CIVIL AND SESSION JUDGE,
BANGALORE.**

The witness is duly sworn on:19.09.2025.

**FURTHER CROSS EXAMINATION BY ADVOCATE FOR
DEFENDANT No.2 and 3:-**

My relationship with my sister defendant No.1 has always been cordial and it is continuing. Defendant No.1 used to visit my house and I used to visit her house. My children and children of defendant No.1 are in cordial terms.

I have gone through that, written statement filed by my sister defendant No.1 in this matter. It is false to suggest that, the money available with the trust can be used by the trustees. Witness volunteers that, the money cannot be used by the trustees for personal use. There are no instances that, trustees have availed loan from Plaintiff No.1 trust and have repaid the same. Vydehi Medical College and Hospital is

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

run by Plaintiff No.1 trust is trust having 30 acres of land. In addition Plaintiff No.1 trust having 5 acres of land. Out of this 30 acres of land of Vydehi Medical College and Hospital about 20 acres land is having construction.

It is true to suggest that, my sister / defendant No.1 has written in para No.3(x) of written statement that, Vydehi Hospital is doing illegal insider trading in the pharmacy business and software business. I am aware about the contention of defendant No.1 in para No.8 in written statement regarding not offering to sell the Suit Schedule property at any point of time to the Plaintiff No.1 trust. I am aware about the contention of para No.3(ix) of written statement of defendant No.1 that, Plaintiff No.1 trust hatched plan of blackmailing and harassing the defendant No.1. I am aware about the contention of written statement of defendant No.1 regarding para No.10 stating that, she has not executed any agreement of sale and money was taken for personal and business purpose without interest. It is true to suggest that, objects of the trust are not buying and selling of the properties.

It is true to suggest that, there is a sketch annexed to the sale deed Ex.D.7. Witness volunteers that, that is a false sketch. It is true to suggest that, suit schedule property bearing Sy No.129/1C does not have road access. It is true to suggest that, as per the minutes of meeting of trust the

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

defendant No.1 was undertaken to provide road access to the suit schedule property. Defendant No.1 did not provide road access to the suit schedule property. It is true to suggest that, towards the west of suit schedule property there is land in Sy No.128 and thereafter to the west of that there is land in Sy No.127. It is false to suggest that, land in Sy No.127 is having road access.

It is true to suggest that, defendant No.3 Anushka construction has purchased land in Sy No.128/1 and Sy No.127. It is true to suggest that, towards the south of the suit schedule property land in Sy No.129/1A is situated. To the East of Sy No.129/1A there is land in Sy No.129/1B. Witness volunteers that, i don't know as to whether it is Sy No.129/B3 as suggest. It is true to suggest that, Sy No.129/1A and 129/B3 are also purchased by defendant No.3. Witness volunteers that, defendant No.3 my have sold it micro labs Ltd. It is false to suggest that, lands adjoining to the suit schedule property on the west, south and south-east are belonging to defendant No.3.

It is true to suggest that, in the sale deed Ex.D.7 there is recital in para No.4 that, defendant No.1 delivered the possession of suit schedule property to defendant No.2. It is true to suggest that, in para No.5 of the sale deed Ex.D.7 it is mentioned that original title documents are handed over to the defendant No.2. The defendant No.1 has not

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

mentioned in any documents executed in favour of Plaintiff No.1 trust regarding delivery of possession of the suit schedule property as mentioned in para No.4 of Ex.D.7.

Q: what are the “relevant documents” mentioned in para No.10 of My affidavit in lieu of examination in chief, did you obtain the registered sale agreement dt.07.11.2022 and supplementary sale agreement dt.16.02.2024?

Ans: I have to verify.

It is true to suggest that, I secured registered sale agreements dt.07.11.2022 and supplementary sale agreement dt.16.02.2024 as on date of filing of suit. Witness volunteers that, i am not able get the exact dates of agreements. It is true to suggest that, in para No.17 of plaint i have stated one of the causes of action to file this suit as on 21.02.2024, when defendant No.1 attempted to trespass over the suit schedule property. It is true to suggest that, on 21.02.2024 defendant No.1 was the absolute owner of the suit schedule property and as on that date she had not sold the suit schedule property. It is true to suggest that, as on 21.02.2024 question of trespass by defendant No.1 on suit schedule property does not arise since she was the owner of the suit schedule property.

I have studied BBA. I am working as Director and Managing Director in about 20 companies. Those companies are located in Bangalore and all over the country. My father

O.S. No.1453/2024 c/w

O.S. No.2897/2024

PW.1.

was chairmen of TTD. I am not associated with public institution like my father.

Plaintiff No.1 trust manages Vydehi Medical College and Hospital, Dental college, Nursing college, Law college, Engineering college, MBA programme and schools from Kindargarden to 12th standard.

(At this stage, The advocate for defendant No.2 and 3 prays time for further cross examination, Accordingly, it is deferred.)

(Typed to my dictation in open court).

R.O.I &A.C.,

(B.P DEVAMANE)

**I ADDL. CIVIL AND SESSION JUDGE,
BANGALORE.**

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

The witness is duly sworn on:13.10.2025.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR DEFENDANT No.2 and 3:-

Till today i have not verified whether i have obtained Certified copies of Ex.D.5 and Ex.D7 agreements and Encumbrance certificate at the time of filing of this suit. I have not verified as to whether i have filed objection to public notice Ex.P.3. I don't remember as to whether Plaintiff trust obtained legal opinion about marketable title of defendant No.1 to the suit schedule property as on date of Ex.P.1. I have not checked, whether i enquired from author of Ex.P.3 public notice, as to on whose behalf she issued the said notice. I don't aware whether Plaintiff trust conducted any due diligence about the marketable title of defendant No.1 regarding suit schedule property prior to date of Ex.P.1. witness volunteers that, i will verify and get back, witness further states that, i don't remember.

Q: Had the Plaintiff trust conducted any due diligence with respect to schedule property on the date of Ex.P.1, the Plaintiff could have realize that, Ex.D.5 registered agreement dt.07.11.2022 was standing in the name of defendant No.2.

Ans: There must have been, but i don't remember the dates.

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

Q: Since, defendant No.1 had already executed a registered sale agreement as per Ex.D.5 on 07.11.2022 in favour defendant No.3, there could be no valid sale agreement as per Ex.P.1.

Ans: I don't remember.

Q: In view of earlier registered sale agreement as per Ex.D.5, there could not have been any subsequent agreement in favour of Plaintiff.

Ans: My sale agreement is valid.

Q: Have you obtained Encumbrance certificate prior to Ex.P.1?

Ans: I don't remember.

Q: In view of earlier registered sale agreement as per Ex.D.5, Ex.P.1 agreement stands cancelled and unenforceable.

Ans: Not true.

I am not aware as to whether defendant No.1 handed over title deed of the schedule property to Smt. Brijitha Prakash, DSK Legal as ESCROW to hold the said document. I am not aware as to whether defendant No.1 addressed a letter to Smt. Brijitha Prakash, DSK Legal on 14.03.2024 to release the said original title deed to the purchaser / defendant No.2.

I am not aware as to whether Smt. Brijitha Prakash, DSK Legal stood as ESCROW for the transaction between the

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

parties. It is true to suggest that, Smt. Brijitha Prakash, DSK Legal issued Ex.P.3 public notice. Witness answered this question after seeing Ex.P.3. It is true to suggest that, in Ex.P.3 only the name of defendant No.1/ seller is mentioned and there is no mention about the name of purchaser who is purchasing the property.

Q: After Ex.P.3 did you address any letter to Smt. Brijitha Prakash, DSK Legal enquiring on whose behalf she notice issued ?

Ans: I discussed with my sister defendant No.1 and not addressed to any letter to Smt. Brijitha Prakash, DSK Legal.

Q: What did you enquire with your sister / defendant No.1?

Ans: She put the notice Ex.P.3 as part of due diligence.

Q: Did the Plaintiff issue any public notice prior to the date of Ex.P.1?

Ans: I will check back.

Q: There is no public notice or any other due diligence by the Plaintiff prior to Ex.P.1, had it been otherwise, you would have produced the same.

Ans: I do not agree.

Q: Did you inform either defendant No.2 or defendant No.3 about the filing of the present suit and interim order?

Ans: I will check back.

Q: Except filing compliance affidavit you have not

**O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.**

inform defendant No.2 or 3 about the interim order.

Ans: I will check back.

(At this stage, The advocate for defendant No.2 and 3 prays time for further cross examination, Accordingly, it is deferred.)

(Typed to my dictation in open court).

R.O.I &A.C.,

**(B.P DEVAMANE)
I ADDL. CIVIL AND SESSION JUDGE,
BANGALORE.**

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

The witness is duly sworn on:16.10.2025.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR DEFENDANT No.2 and 3:-

It is true to suggest that, prior to Ex.D.7 sale deed, khatha of the suit schedule property, Khatha Extract were standing in the name of defendant No.1. I have to verify whether the defendant No.1 was paying taxes or not.

Q: Whether you have verified as to after Ex.D.7 sale deed, in whose name katha is standing in respect of schedule property and who is paying the taxes.

Ans: I don't remember.

Q: Whether have you applied to the corporation to verify in whose name the khatha is standing regarding suit schedule property?

Ans: I will verify.

Copies of Katha certificate, Uttara Patra and Katha Extract are confronted to the witness for which he submits, since they are xerox copies he cannot look into them.

Q: These documents are standing in the name of defendant No.2, as a Director of defendant No.3.

Ans: I will verify and get back.

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

Q: Is it your evidence that from the date of filing of suit till today, for the last one and half years you are unaware in whose name revenue records are standing in BBMP records?

Ans: I will verify and get back.

Q: Witness confronted with para No.2, 4 and 5 in Ex.D.7 regarding payment of consideration amount, delivery of possession and handing over of original title documents to the purchaser.

Ans: Whatever is mentioned in documents, it is there.

It is true to suggest that, in page No.2 of Ex.D.7 there is reference regarding deposit of stamp duty of Rs.3,93,24,000/- in the State Government Treasury. It is true to suggest that, in para-G of page No.4 of Ex.D7 there is reference to the registered agreement of sale dt.07.11.2022 and dt.16.02.2024 (Ex.D5 and Ex.D6).

Q: What are the “Relevant documents” secured by you as referred in para No.10 (page No.4) of examination in chief?

Ans: I will verify and get back.

Q: Did you obtain the copies of registered sale agreements Ex.D5 and Ex.D6 ?

Ans: Whatever documents i have secured produced in the court.

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

Defendant No.1 told me that, before selling the suit schedule property she issued public notice as per Ex.P.3. I did not ask my sister defendant No.1 in whose favour she was selling the suit schedule property.

Q: Did you ask your sister/ defendant No.1 as to whether she was executed any agreement of sale as referred in Ex.P.3 ?

Ans: I did not remember.

It is true to suggest that, Ex.P.3 notice it has been issued by the advocate on behalf of client who had entered into sale agreement with defendant No.1.

I did not ask my sister/ defendant No.1 to cancel the sale agreement and give the suit schedule property to Plaintiff trust.

Q: Are you aware of the written statement dt.29.07.2024 filed by your sister / defendant No.1 and declaratory affidavit ?

Ans: Whatever written in written statement and declaratory affidavit Ex.D.8 is correct.

Q: The defendant No.1 in her written statement and declaratory affidavit has said at various places that, unregistered sale agreement relied by the Plaintiff is fabricated and made with intention to grab the plaint

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

schedule property : that, amount of Rs.70 crores was taken only as hand loan for personal and business purpose which she will repay without interest since she is also a trustee. Was this stand of defendant No.1 discussed in any trust meetings of the Plaintiff trust ?

Ans: I will verify.

Q: Similarly defendant N.1 in her written statement has stated that, having already executed registered sale agreement dt.07.11.2022 in favour of defendant No.3, question of executing any sale agreement in favour of Plaintiff trust could not arise. Similarly she has also contended that, possession of schedule property was not handed over to Plaintiff trust and that possession was only delivered to defendant No.2 under the registered sale deed Ex.D.7, were these issues discussed in any trust meetings ?

Ans: I will verify.

Q: In para No.9 of the plaint you have stated that subsequent to sale agreement possession of schedule property was delivered to Plaintiff trust. Do you have any registered documents by defendant No.1 regarding alleged delivery of possession ?

Ans: I will verify and get back.

O.S. No.1453/2024 c/w
O.S. No.2897/2024
PW.1.

Along with my written statement in O.S. No.2897/2024 i have produced documents dt.05.08.2024 at Sl No.1 to 14 and page No.16 to 151. Among those documents page No.96 i have produced tax invoice to show that, i have engaged security agency in the Suit Schedule property. The said document is marked on request of advocate for defendant as **Ex.D.9**. This Ex.D.9 is not in the name of Plaintiff trust, but in the name of Chaithanya Property.

(At this stage, The advocate for defendant No.2 and 3 prays time for further cross examination, Accordingly, it is deferred.)

(Typed to my dictation in open court).

R.O.I &A.C.,

(B.P DEVAMANE)
I ADDL. CIVIL AND SESSION JUDGE,
BANGALORE.