

**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

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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.

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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

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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

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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

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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

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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

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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.**

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(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

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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

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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

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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

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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 Kindergarden to 12<sup>th</sup> 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.**

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**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.

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**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

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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

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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.**

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**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.

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**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.

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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

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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.

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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.**

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**The witness is duly sworn on:27.10.2025.**

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

**Q:** Is the Plaintiff No.1 trust different entity from trustees ?

**Ans:** No.

It is true to suggest that, plaintiff No.1 trust is having its own bank account, PAN Card and other documents regarding existence.

Plaintiff No.1 trust has income tax exemption, but i do not know whether it is U/s 80(G) of Income Tax Act. It is true to suggest that, me and my sisters are having separate bank accounts and PAN cards. It is true to suggest that, me and my sisters bank accounts and PAN cards are different from the bank account and PAN card of Plaintiff No.1 trust.

In the Plaintiff No.1 trust meetings the stand taken by defendant No.1 in her written statement and declaratory affidavit Ex.D.8 was discussed. I don't remember the date of discussion. I don't remember the out come of the discussion. I don't remember on what agenda the discussion taken place.

**Q:** There will be written resolution after the discussion.

**Ans:** I will verify.

**Q:** Was the issue of delivery of possession of Suit Schedule property by defendant No.1 in favour of purchaser defendant No.2 under Ex.D.7 sale deed ?

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**Ans:** I don't recollect.

**Q:** Are the discussions taken place resolutions passed and decisions taken in the trust meeting recorded in writing?

**Ans:** Not all the discussion recorded.

**Q:** Do you have the written record regarding these discussion ?

**Ans:** I will verify.

**Q:** Did defendant No.1 participate in any of the meeting of Plaintiff trust ?

**Ans:** I am not able to recollect.

Plaintiff No.1 trust is having Legal Counsel. About 3,000 to 4,000 employees are working under the Plaintiff No.1 trust. It is true to suggest that, copies of the resolution passed by Plaintiff No.1 trust will be submitted to Registrar of Trust. Secretary of the trust is familiar with filing of these compliances and statutory resolution.

**Q:** Did The Legal counsel of Plaintiff No.1 trust verify the legal title of schedule property ?

**Ans:** I will verify.

I don't recollect what are the "Relevant Documents" i have collected as stated in para No.10 of my examination in chief.

**Q:** Did the legal counsel of the Plaintiff trust secure the documents referred in public notice Ex.P.3 from the advocate

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who issued the notice ?

**Ans:** I don't recollect.

Address of defendant No.1 as mentioned in Ex.P.1 and Ex.P.10 are similar and the PIN code shown as Bangalore-560066 are similar. It is true to suggest that, in Ex.D.5 to 7 the PIN code address of defendant No.1 are shown as Bangalore-560001.

In Ex.P.8 track consignment, the delivery location is shown as Whitefield. The same is marked as Ex.P8(a) on request of advocate for defendant.

Along with plaint, Plaintiff has filed two I.A.'s as I.A. No.1 and 2 which are referred at Sl No.4 and 7 of the index of plaint produced. Along with plaint list of documents submitted at running page No.12 and the said list contents 10 documents as document No.1 to 10.

It is true to suggest that, Ex.P.11 is the compliance affidavit. In Ex.P.11 in para No.3 i have stated that i have sent to defendant No.1 copies of "Interim application and list of documents". In Ex.P11 in para No.3 i have not stated which of the two I.A.'s i have sent the copies for which witness stated that, i am not able to recollect.

**Q:** In para No.3 of compliance affidavit Ex.P.11 you have stated that you have sent list of documents, are you referring page No.12 and 13 of the list of documents referred

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along with plaint ?

**Ans:** Whatever i have stated in the compliance affidavit it is there.

**Q:** You have not stated in your compliance affidavit Ex.P11 at para No.3 that along with list of documents (page No.12 and 13) of the plaint, have you also sent copies of the documents at page No.14 to 42 namely document No.1 to 10 ?

**Ans:** Whatever i have stated in the para No.3 of the affidavit filed.

**Q:** You have not sent the documents at page No.14 to 42 of the plaint and therefore there is no mention of the same in para No.3 of the compliance affidavit.

**Ans:** I will verify.

**(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**  
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**The witness is duly sworn on:04.11.2025.**

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

**Q:** Did Plaintiff trust inform defendant No.2 or 3 in writing regarding obtaining of injunction order in O.S. No.1453/2024.

**Ans:** I don't remember.

It is true to suggest that, documents such as security bills and electricity bills produced in O.S. No.1453/2024 are all in the name of Chaithanya Properties.

**Q:** I put it to you, none of those documents are in the name of Plaintiff trust or yourself.

**Ans:** I will verify.

**Q:** Was there any meeting of Plaintiff trust in the presence of defendant No.1 regarding sale deed Ex.D.7 ?

**Ans:** There must have been meeting.

**Q:** what is the date of meeting ?

**Ans:** I don't remember the date, i will verify and comeback.

**Q:** What was the decision taken in the meeting ?

**Ans:** Decided to go to court.

It is true to suggest that, the said meeting i am referring was taken place prior to filing of O.S. 1453/2024.

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**Q:** What legal action has Plaintiff trust taken against defendant No.1 for having sold suit schedule property under Ex.D.7 ?

**Ans:** Filing of the suit.

I have not taken any criminal action against defendant No.1.

**Q:** When you came to know about sale agreements Ex.D5 and 6, Did you take any action to cancel the sale agreements ?

**Ans:** I will verify.

**Q:** Did you issue notice to defendant No.2 regarding sale agreements Ex.D5 and 6 ?

**Ans:** I don't remember.

Whatever i have stated in compliance affidavit Ex.P.11 same documents are sent by my advocate in covering letter to the defendant No.1. It is true to suggest that, notice Ex.P.10 is sent to defendant No.1 only and not defendant No.2 and 3.

**Q:** Do you have any material to show that, you have communicated the injunction order to defendant No.2 and 3 ?

**Ans:** I don't remember.

**Q:** Have you communicated the injunction order to defendant No.2 and 3 ?

**Ans:** I don't remember.

**Q:** Did Plaintiff trust communicate defendant No.1

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about its readiness and willingness to purchase suit Schedule property ?

**Ans:** I don't remember.

It is true to suggest that, sale deed Ex.D7 is executed in furtherance of registered sale agreements Ex.D5 and 6.

**Q:** The sale deed Ex.D.7 is executed in furtherance registered sale agreements Ex.D5 and 6 dt.07.11.2022 and 16.02.2024 and therefore Ex.D7 sale deed does not become ipso-facto null and void for alleged violation of injunction order.

**Ans:** Court has to decide.

**Q:** Plaintiff trust does not have any document in writing regarding its alleged possession over the suit schedule property ?

**Ans:** I will verify.

**Q:** Are you aware that defendant No.1 has contended in written statement that, she has not executed agreement of sale as per Ex.P.1 ?

**Ans:** I came to know the same after filing of written statement by defendant No.1.

**Q:** Are you aware that defendant No.1 stated that she has availed loan of Rs.70 crores for personal necessities from Plaintiff trust ?

**Ans:** I came to know the same after filing of written statement and affidavit by defendant No.1.

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It is true to suggest that, defendant No.1 is the eldest among 3 siblings. It is true to suggest that, i have lot of respect and affection towards defendant No.1.

**Q:** The defendant No.1 has conducted herself with honesty and truth with Plaintiff trust in all its dealings.

**Ans:** Hopefully and I believe so.

It is true to suggest that, defendant No.1 never conducted herself untruthfully towards myself and my sister.

It is false to suggest that, after execution of sale deed Ex.D.7 when defendant No.2 was put in possession of the Suit Schedule property i am asserting my possession and therefore defendant No.2 filed suit in O.S. No.2897/2024.

**Q:** Do you know, after sale deed Ex.D.7 the khatha, extract and taxes are being paid in respect of suit schedule property by defendant No.2 ?

**Ans:** I will verify and comeback.

**Q:** From the date of sale deed, have you verified in whose name khatha of the suit schedule property standing and who is paying taxes ?

**Ans:** I don't remember.

**Q:** If you had verify in the records of BBMP you found that khatha of the suit schedule property standing in the name of defendant No.2 and she is paying the taxes ?

**Ans:** I don't remember, hence i cannot clarify.

**Q:** on 21.04.2024 i tried to interfere with peaceful

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possession of enjoyment of defendant No.2 over the Suit Schedule property hence, she filed O.S. No.2897/2024 for permanent injunction ?

**Ans:** I am not able to clarify.

**Q:** Plaintiff in O.S. 2897/2024 filed the suit only after she filed application for impleadment in O.S. No.1453/2024.

**Ans:** I am not able to recollect.

**Q:** Plaintiff in O.S. NO.2897/2024 in para No.17 of the plaint has disclosed about pendency of O.S. No.1453/2024 and requested to post her case with the said suit and there was no suppression of facts.

**Ans:** Whatever she has stated is there.

**Q:** Plaintiff trust is not entitled for specific performance of Ex.P.1 sale agreement.

**Ans:** Court has to decide.

I know Senior counsel M.S. Shyamasundar who represented me in other matters.

**RE-EXAMINATION: NIL**

(Typed to my dictation in open court).

R.O.I &A.C.,

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

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**As per the order on I.A. No.11 dated 11.11.2025 witness recalled.**

**The witness is duly sworn on:14.11.2025.**

**CROSS EXAMINATION:- by M.S. Shyamsundar Senior counsel for advocate for defendant No.1.**

I personally instructed my lawyer to prepare my affidavit in lieu of examination in chief. I don't know that, contents of para No.2 to 7 of the plaint do not find place in the affidavit in lieu of examination in chief. It is true to suggest that, para No.2 to 7 of the plaint speak about details and existence of Plaintiff No.1 trust. It is false to suggest that, i intensionally avoided to bring those details in my examination in chief affidavit. I was involved in the business of trust when my father was alive and managing the business of trust. In the year 2020 or 2021 i was inducted as a trustee of Plaintiff No.1 trust. I have the document regarding my inductment as trustee of Plaintiff No.1 trust. I have no hesitation to produce the said document. It is true to suggest that, defendant No.1, my sister also duly inducted as trustee of Plaintiff No.1 trust. Plaintiff No.2 inducted as trustee of Plaintiff No.1 trust at the same time when i was inducted.

As per Ex.P.12, Plaintiff No.2 is the managing trustee of the Plaintiff No.1 trust. There is no term regarding tenure of Plaintiff No.2 as managing trustee. All the meetings of

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Plaintiff No.1 are conducted fairly and by following the procedure. Managing trustee / Plaintiff No.2 use to call to meetings of Plaintiff No.1 trust. Meeting notices are sent to defendant No.1. It is true to suggest that, all the major decisions of the trust use to be taken in the trust meetings. It is true to suggest that, acquisition and sale of properties by the trust and major financial disbursement by the trust are considered as major decisions. It is true to suggest that, Plaintiff No.1 trust is having huge to lands / immovable properties. It is false to suggest that, major portions of lands owned by Plaintiff No.1 trust are vacant. Plaintiff No.1 trust owns around 140 acre of land.

**Q:** Whether the trust properties of extent mentioned by you are completely consumed and occupied ?

**Ans:** I cannot answer.

I have documents to show that, there was trust meetings, notices and resolution which recorded the need of trust to acquire land for the purpose of putting of hostel. I can produce those documents. It is false to suggest that, there was no trust meeting which recorded need for trust acquiring more lands for the purpose of hostel. Around in the year 2000 i came to know regarding owning of suit schedule property by defendant No.1. It is false to suggest that, all along defendant No.1 exclusively owned and enjoyed suit schedule property.

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My father was instrumental in facilitating in acquiring suit schedule property by defendant No.1. I have no hesitation to produce the minutes book of Plaintiff No.1 trust. Prior to Ex.P.1 sale agreement Plaintiff No.1 trust resolved to acquire suit schedule property. I don't remember the date of Ex.P.1 sale agreement. Defendant No.1 was present in the trust meeting in which it was resolved to acquire suit schedule property.

**Q:** Did defendant No.1 sign the resolution of the trust ?

**Ans:** I will verify.

It is true to suggest that, all the trust documents including the minutes book and deliberations are in my custody and they are accessible to me. It is not correct to suggest that, there was never a trust meeting discussing the acquisition of suit schedule property from defendant No.1. It is not necessary to be signed all the decisions of the Plaintiff No.1 trust by all the trustees. It is true to suggest that, myself D.A. Srinivas have no personal individual interest in present suit.

**Q:** Likewise whether Plaintiff No.2 has got personal or individual interest in Suit Schedule property ?

**Ans:** I cannot answer on behalf of Plaintiff No.2.

Plaintiff No.2 is the managing trustee of Plaintiff No.1 trust, hence she is joined as Plaintiff No.2. The managing trustee and trustees have to prosecute the causes on behalf of trust.

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There was trust meeting and resolution before filing this suit. The said meeting was notified to defendant No.1. I am not able to recollect the date of such meeting. I have the resolution and minutes of the said meeting. Defendant No.1 was not notified and she was not present in the said meeting.

We had many such meetings and Ex.P.2 is one of the resolution. It is false to suggest that, in Ex.P.2 it is not recorded to the effect that, the trust decided to file suit against defendant No.1. It is true to suggest that, all the meeting resolutions and minutes are circulated and supplied to all the trustees. Copy of Ex.P.2 is circulated and supplied to defendant No.1. I can place the proof of it if called.

**(At this stage, The advocate for defendant No.1 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  
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**The witness is duly sworn on:20.11.2025.**

**FURTHER CROSS EXAMINATION:- by M.S. Shyamsundar**  
**Senior counsel for advocate for defendant No.1.**

I have not secured documents which i have stated in my earlier cross examination in page No.33. I do not recollect whether i have produced minutes of meeting stated in para No.7 of the plaint. I do not remember whether defendant No.1 was present in the meeting dt.11.03.2023. I do not remember if defendant No.1 was notified of the trust meeting dt.11.03.2023. The meetings of Plaintiff No.1 trust were called by managing trustee i.e., Plaintiff No.2. I cannot tell what is expansion of trust activities as mentioned in para No.7 of the plaint.

**Q:** What all are the documents of the schedule properties belonging to the defendant No.1 were secured and checked by the Plaintiffs before making this resolution dt.11.03.2023 ?

**Ans:** Sale deed under which defendant No.1 purchased the schedule property and statutory documents.

I have checked the encumbrances of the schedule property for previous 15 years. It is true to suggest that, usually i consult my lawyer before acquiring immovable property. I have taken legal opinion of my lawyer regarding suit schedule property.

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**Q:** Have you produced the legal opinion and scrutiny report ?

**Ans:** I will verify.

I have not produced the title documents, Encumbrance certificates or scrutiny report of the schedule property. One. Mr. Dasharath is the auditor of the Plaintiff No.1 trust.

**Q:** Have you taken feasibility report from the auditor to purchase the Suit Schedule property out of trust funds ?

**Ans:** I will verify.

I do not remember what was the amount available with Plaintiff No.1 trust to acquire schedule property as on 11.03.2023.

The funds to purchase the suit schedule property was readily available with Plaintiff No.1 trust as on 11.03.2023.

**Q:** How much more liquidity was available with Plaintiff No.1 trust as on 11.03.2023 ?

**Ans:** I object this question as it is irrelevant.

The trust was budgeted for the financial year by the time of resolution.

**Q:** Did the budget of the trust for the financial year 2022-23 provide for the payment of sale consideration to defendant No.1 in respect of suit schedule property ?

**Ans:** The budget provided.

**Q:** Can you produce the budget copy for the financial year 2022-23 ?

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**Ans:** I cannot produce.

**Q:** Did you know that suit schedule property is land without access ?

**Ans:** According to me it is not a landlocked property.

Schedule A and B are contiguous properties. Suit schedule properties are converted properties.

**Q:** Did you know at the time Plaintiff No.1 decided to purchase the property conversion status was continuing or not ?

**Ans:** I will verify.

I cannot say how many landlords are surrounding the Suit Schedule property. It is true to suggest that, i visit suit schedule property more often than defendant No.1. It is true to suggest that, in Ex.P.1 there is condition that, sale would be materialized only upon defendant No.1 getting the access land from the other landlords.

**Q:** Do you know the name and details of the landlords from whom defendant No.1 was to acquire access land for the Suit Schedule property ?

**Ans:** I cannot say now.

It was decided to acquire Eastern and Southern side. I cannot say who are the owners of the land on Eastern and Southern side.

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**Q:** To whom remaining portion Sy No.129/1C in the schedule- A belongs to ?

**Ans:** I will verify.

Property bearing Sy No.128 on the southern side of schedule A property belongs to me.

Land bearing Sy No.128/1A and 128/1B located on the western side schedule A property belongs to me.

Land bearing Sy No.129/1A located on the southern side schedule B property also belongs to me.

It is true to suggest that, the lands which are located after the Sadaramangala village boundary on the northern side of schedule A property and on the eastern and northern side of schedule B property belongs to me. It is true to suggest that, all the lands adjoining schedule A and B properties belongs to me.

I never told defendant No.1 that i am going to sell my properties around the suit schedule properties to her. Defendant No.1 never asked me to sell my properties to her.

**Q:** I put it to you that, if ever access land was to be purchased for the suit schedule property it could have only from out of properties owned by you.

**Ans:** False.

**Q:** Then, from whose properties the access land to the Suit Schedule property was to be acquired ?

**Ans:** From me and others.

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**Q:** Was at any time the so called sale agreement Ex.P.1 was intended to be changed or amended ?

**Ans:** I don't remember.

Ex.P.1 sale agreement never amended.

**Q:** Was there any date fixed for the performance of the sale agreement ?

**Ans:** I will verify.

I do not remember within how many months the sale agreement was to be performed. Several times i have called defendant No.1 to execute the sale deed in terms of Ex.P.1. These calls were on behalf of Plaintiff No.1 trust as well as personally.

**(At this stage, The advocate for defendant No.1 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:24.11.2025.**

**FURTHER CROSS EXAMINATION:- by M.S. Shyamsundar  
Senior counsel for advocate for defendant No.1.**

I have not brought any documents which were asked in the previous cross examination. I have also agreed to sell my properties to the Plaintiff No. 1 trust. I cannot tell about those properties.

Q) Was there any agreement between you and Plaintiff No. 1 trust regarding sale of your properties?

Ans: I cannot answer this question.

Q) Did you ever agreed to sell your properties or portion of it to defendant No.1?

Ans: I cannot answer this question.

The timeline for defendant No. 1 to provide road access to the Suit Schedule property expired on completion of three months from the date of agreement. Witness volunteers that it was further extended. I am not able to remember the exact date on which the time was extended. I do not remember the date of the Board Resolution regarding extension of time. It was a notified board meeting resolution. I do not remember

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as to whether defendant No. 1 attended the said board meeting.

Q) Have you produced the meeting notice, minutes of the meeting and the board resolution of the said extension of time granted to defendant No.1?

Ans: Not produced.

Q) Did defendant No. 1 ever asked for any extension of time?

Ans: Yes, there is communication.

I have not produced that communication. I do not remember whether I have issued notice to defendant No. 1 calling upon her to perform the sale agreement before the extension of time.

I cannot say the funds available in the account of Plaintiff No. 1 trust by March 2023. I cannot say the funds available in the account of Plaintiff No. 1 trust by June and July 2023.

Q) Did the Plaintiff No. 1 trust declared in the balance sheet of 2023-2024 regarding the plans to acquire capital asset?

Ans: It is declared as advance sale consideration towards sale agreement.

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I do not remember if there is any audit objections during the scrutiny of assessment with regard to payment of Rs.70 Crores to defendant No. 1.

Q) There is no audited proof of this payment or the tax returns placed before the court in this respect.

Ans: I will verify.

The guideline value of the surrounding properties is around Rs.2000/- per square feet.

Q) What is the actual market value?

Ans: There is no such thing as market value, witness volunteers that depends on client to client.

I do not remember on what basis stamp duty of Rs.20,000/- was paid on Ex.P.1. I cannot readily say what is the sale consideration shown in the sale deed Ex.D.7 in favour of defendant No. 2 and 3. I cannot readily say that Rs.70 Crores whether was transferred to defendant No. 1 in single transfer or multiple transfers. Witness volunteers that he has produced bank statement.

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In Ex.P.4, on 13-03-2023 by way of two transfers amount of Rs.70 Crores is transferred. Ex.P.4 statement pertains to Bank of India account of Plaintiff No. 1 trust. The same is also seen in Ex.P.5. It is true to suggest that Ex.P. 4 and Ex.P.5 starts from 13-03-2023 and end on the same day i.e., on 13-03-2023. It is true to suggest that Ex.P.4 and 5 statements are not the complete statements except for the day i.e., 13-03-2023. Witness volunteers that these statements are pertaining to payment made to defendant No. 1. It is false to suggest that the transfer of Rs.70 Crores to defendant No. 1 was not on account of advance sale consideration. It is false to suggest that Ex.P.1 sale agreement was never intended neither disclosed to the defendant No. 1. It is false to suggest that Ex.P.1 sale agreement is illegally designed by me in association with Plaintiff No.2.

Q) Has defendant No. 1 signed the balance sheet and the returns in agreement of Rs.70 Crores towards advance sale consideration, because she is also a trustee of Plaintiff No. 1 trust?

Ans: I will verify.

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Q) Defendant no. 1 never signed financial statements or the returns of Plaintiff no. 1 trust admitting the Rs.70 Crores paid to her as advance sale consideration.

Ans: I will verify.

I cannot say if there was any payment or transfers from Plaintiff No. 1 trust to myself (Srinivas Dalawai). I cannot say if there was any payment or transfers from Plaintiff No. 1 trust to Plaintiff No. 2 individually.

Q) There have been numerous transfers of funds from Plaintiff No. 1 trust to individually to me and Plaintiff No. 2.

Ans: I cannot answer this question.

There is trusteeship and management disputes in the Plaintiff no. 1 trust amongst the defendant no. 1 on one side and me/D. A. Srinivas and Plaintiff No. 2/Kalpaja on the other side. Advocate for Plaintiff objected this question as irrelevant. (The trust is alleged purchaser of the Suit Schedule property, hence, this question is treated as relevant).

Ans: The only dispute is regarding the payment of Rs.70 Crores and no other disputes.

It is true to suggest that defendant No. 1 has filed another suit with respect to Plaintiff No. 1 trust management

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**PW.1.**

against me and Plaintiff No. 2 Kalpaja. The said case is filed by defendant No. 1 subsequent to the present suit.

**(At this stage, The advocate for defendant No.1 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.**