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The witness is duly sworn on: 06.12.2025.**FURTHER CROSS EXAMINATION by advocate for defendant No.2 and 3.**

Plaintiff no.1 trust did not examine the original title deeds in respect of the Suit Schedule property before payment of Rs.70 crores on 13.03.2023 as defendant no.1 is our family member. I am not aware that original title deeds were held in escrow with DSK Legal, Advocates who issued public notice as per Ex.P.3. It is true to suggest that if plaintiff trust had applied for EC it would have come to know regarding the prior registered agreements as per Ex.D.5 and Ex.D.6. It is true to suggest that it was impossible for the defendant no.2 and 3 to have known about Ex.P.1 agreement since it was unregistered. It is true to suggest that Ex.P.3 notice was issued on behalf of defendant no.2 and 3. Witness volunteers that, now I am aware about who issued Ex.P.3. When Ex.P.3 was confronted to defendant no.1, she told that she do not know about said public notice. There was no impediment for the legal team of Plaintiff no.1 trust to write DSK Legal Advocates who issued Ex.P.3 enquiring on whose behalf they issued the said public notice.

Before filing of this suit, Plaintiff trust did not inform either defendant no.2 or 3 in writing informing that the Plaintiff trust is having an agreement of sale with defendant no.1. Plaintiff trust did not inform to defendant no.2 or 3 about filing of the suit or the injunction order in this case. Witness volunteers that, Plaintiff trust did not feel it is necessary to inform them. It is true to suggest that if Plaintiff trust had informed the defendant no.2 and 3 about the suit and injunction order they would have refrained from buying the Suit Schedule property. Plaintiff trust did not take the public notice informing of the injunction order passed in this suit, to put the public on notice, about the litigation and injunction order. I do not know, that defendant no.2 and 3 purchased the Suit Schedule property bonafide

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believing that there is no litigation or injunction order about the said property.

Plaintiff trust is not in the business of purchase and sale of the properties.

It is true to suggest that the property in Sy. No.130 of Hoodi village measuring 01 acre 10 guntas allotted under Ex.P.21 and P.22 is remained vacant till date. This 01 acre 10 guntas of land is the land marked as a,b,c,d in the map annexed to Ex.D.7. Land opposite to a,b,c,d portion and lying to the south of the road in Sy. No.130 also belongs to the Plaintiff's family. The distance between a,b,c,d land and Suit Schedule property is about 200 meters. There is feasibility report that Suit Schedule property and Sy. No.130 belonging to Plaintiff trust are feasible for development and what kind of development. Feasibility report was obtained in the year 2020. Witness volunteers that, even in the year 2013 during the lifetime of her father it was being considered. In Sy. No.130 Plaintiff trust was proposing to construct accommodation and hostel block. For the said purpose Plaintiff trust prepared plans. It is true to suggest that Sy. No.130 is having road access.

I am not aware if it is stated by defendant no.1 in her written statement in para-13 that she had not obtained electricity connection to Suit Schedule property. Defendant no.1 had not applied for the electricity connection to the Suit Schedule property.

It is true to suggest that Ex.D.9 is in the name of Chaitanya properties and not in the name of Plaintiff trust. It is true to suggest that in Ex.D.9 there is no mention regarding Suit Schedule property. It is true to suggest that in Ex.D.9 it is mentioned as "Shantiniketan". It is true to suggest that Shantiniketan is a large mixed used (Resn of either of taking the land with road access with in the period specified or eidential and Commercial) jointly developed by my late father and Prestige Constructions. It is true to suggest

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that Shantiniketan lies towards the west of Suit Schedule property as could be seen from the sketch annexed to Ex.D.7 sale deed.

It is true to suggest that in the written statement of defendant no.1 at para-11, 13, 15, and 26 she has mentioned that she already entered into registered sale agreement with defendant No.3 on 07.11.2022 and therefore she did not and could not have entered into sale agreement with Plaintiff trust. It is true to suggest that at para-10 of the written statement of defendant no.1 she has mentioned that she had taken hand loan of Rs.70 crores from Plaintiff trust for personal and business purposes. Defendant no.1 did not offer to return the said amount at any point of time. It is true to suggest that Plaintiff trust had given time to defendant no.1 till 23.04.2024 but suit filed in Feb-2024 prior to that Plaintiff trust not issued notice of readiness and willingness to defendant no.1. It is true to suggest that as per Ex.P.14 Plaintiff trust had the option of either of taking the land with road access within the period specified or else to receive refund of the money with interest. Plaintiff trust had not issued notice to the defendant no.1 exercising its option to get the refund of money as per Ex.P.14.

It is true to suggest that Ex.P.4 and P.5 are the bank statements for one day i.e., on 13.3.2023 issued by Bank of India and Ex.P.6 is the bank statement for one day i.e., on 29.4.2023 issued by Axis bank.

It is true to suggest that as on date, Suit Schedule property is not having road access. I am not aware that after the sale deed Ex.D.7, defendant no.3 has purchased land surrounding the Suit Schedule property so as to secure road access to the Suit Schedule property. It is true to suggest that Plaintiff trust is having 100s of acres of land. It is true to suggest that in Vydehi Institute of Medical Science lot of land is vacant. I am the chairperson of Vydehi Institute of Medical Science. Witness volunteers that, there are several other institutions in the campus of Vydehi Institute of Medical

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Q: The defendant no.2 is a lady who has invested her money in purchasing the Schedule property. Later on adjoining lands have also been purchased by her company to provide road access to the Suit Schedule property. considering that the trust has large resources and vacant land which is undeveloped, as an equitable measure would it be feasible for the Plaintiff trust to receive back the amount paid to defendant no.1 with interest, so as to give up its claim over to the land.

Ans: No, witness volunteers that, i will discuss in the trust meeting and revert back.

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.