OS NO: 1453/2024 C/w O.S. 2897/2024
DW.2.

The witness is duly sworn on:13.01.2026.

EXAMINATION-IN-CHIEF BY ADVOCATE FOR DEFENDANT:-

I have filed my affidavit in lieu of examination in chief, which is prepared on my instructions. The contents of the affidavit are true and correct. The affidavit bears my signature.

I have produced the following documents in support of my case, which are marked as follows:-

Ex.D.25	Certified copy of private compliant in PCR No.14186/2024.
Ex.D.26	Certified copy of Sworn statement in PCR No.14186/2024.
Ex.D.27	Certified copy of order sheet in PCR No.14186/2024.

Hence, i pray to dismiss the suit.

CROSS EXAMINATION: Advocate for Plaintiff prays time for 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.

<u>The witness is duly sworn on: 14.01.2026.</u>

<u>CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-</u>

It is true to suggest that, in the year 2022 when i was in need of money to discharge liability, Mr. Avinash Amarlala Managing Director of defendant No.3 approached and offered me to lend money. It is true to suggest that, as a security for said loan he wanted me to mortgage suit schedule property. It is true to suggest that, initially looking to the high rate of interest i did not avail loan from him. It is true to suggest that, i approached the bank for loan and seeing the long process of getting loan from bank i again approached Mr. Avinash Amarlala Managing Director of defendant No.3. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 convinced me to mortgage the suit schedule property. It is true to suggest that, on 07.11.2022 Mr. Avinash Amarlala Managing Director of defendant No.3 got me to sign Ex.D.5 agreement to sell with defendant No.3. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 offered me to lend money. It is true to suggest that, the loan amount of Rs.21 crores is the same amount which is shown in Ex.D.5 agreement to sell as advanced sale consideration. I received amount of Rs.21 crores after Ex.D.5 agreement to sell. Ex.D.5 agreement to sell is executed towards security of the loan of Rs.21 crores and not to sell the suit schedule property. *(Advocate for defendant No.2 and 3 objected for this cross examination stating that, it is not the case of the Plaintiff which he is suggesting the witness.)*

I kept the original title deeds of the suit schedule property with Brijitha Prakash, DSK Legal in ESCROW. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 told me that it is usual practice of financing getting the original documents. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 told that it is usual practice that less than market value will be shown in agreement of sale. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 wanted additional security in the form the gold and jewelry. I gave gold and jewelry worth Rs.11 crores to Mr. Avinash Amarlala Managing Director of defendant No.3 as additional security. Mr. Avinash Amarlala Managing Director of defendant No.3, and defendant No.2 have not seen the Suit Schedule property and not intended to purchase it. I offered to repay the loan to Mr. Avinash Amarlala Managing Director of defendant No.3, but he did not agree. Witness volunteers that, she intended to repay loan availed from Plaintiff No.1 trust also. I wanted the original documents kept in ESCROW, but Mr. Avinash Amarlala Managing Director of defendant No.3 refused to give.

It is true to suggest that, defendant No.3 issued notice as per Ex.D.14. It is true to suggest that, as per my instruction lawyer Jagadhish issued reply notice as per Ex.D.15. It is true to suggest that, Ex.D.15 notice reflects whatever i stated above. After issuance reply notice Ex.D.15 Mr. Avinash Amarlala Managing Director of defendant No.3 approached me and offered higher price and payment of amount of the gold and jewelry amounting to Rs.11 crores and requested me to withdraw Ex.D.15 reply notice. It is true to suggest that, on 16.02.2024 i have executed further loan agreement as per Ex.D.6. Ex.D.6 was fresh agreement to sell. It is true to suggest that, as per Ex.D.6 Mr. Avinash Amarlala Managing Director of defendant No.3 offered me to pay Rs.81 crores.

Q: Why nothing has been mentioned in Ex.D.6 regarding gold and jewelry ?

Ans: Mr. Avinash Amarlala Managing Director of defendant No.3 told, after registration of sale deed he will return the Rs.11 crores.

It is true to suggest that, suit summons, notice on I.A. and TI order received by me on 01.03.2024. After registration of sale deed Ex.D.7 Mr. Avinash Amarlala Managing Director of defendant No.3 did not pay the balance sale consideration. All the 8 cheques for Rs.54 crores, for balance sale consideration dishonored. All 11 cheques of Rs.1 crores each issued towards return of gold and jewelry amount are dishonored. It is true to suggest that, i have to repay loan of Rs.27 crores to the defendant No.3. It is true to suggest that, defendant No.2 and Mr. Avinash Amarlala Managing Director of defendant No.3 cheated me. I have not got any TDS certificate. Witness volunteers that, i have to check with my auditor.

I was not represented by any lawyer as on the date of Ex.D.5 agreement of sale. It was done at the behest of Mr. Avinash Amarlala Managing Director of defendant No.3. Mr. Avinash Amarlala Managing Director of defendant No.3 was represented by Legal Firm by name Vishwanath and Manasa. I was not represented by any lawyer as on the date of Ex.D.6 supplementary agreement. Ex.D.6 was got prepared by Mr. Avinash Amarlala Managing Director of defendant No.3. I do not know who was the lawyer for Mr. Avinash Amarlala Managing Director of defendant No.3 at the time of preparation of Ex.D.6. I did not have any lawyer at the time of execution of sale deed Ex.D.7. It is true to suggest that, A lawyer from Vishwanath and Manasa Firm was representing me at the time of appearance in this suit.

After dishonor of the all 19 cheques i tried to contact Mr. Avinash Amarlala Managing Director of defendant No.3 and defendant No.2. they told that, *ಸಾಕ್ಷಿಯು ನಾನು ವಾದಿ ನಂ.1 ಟ್ರಸ್ಟ್ ನ 70 ಕೋಟಿ ಸಾಲ ಮರುಪಾವತಿಸಬೇಕಾಗಿದೆ ಅದಕ್ಕೆ ನನಗೆ ಹಣ ಕೊಡಿ ಎಂದು ಕೇಳಿದೆನು, ಅದಕ್ಕೆ ಅವರು ದಾವಾ ಆಸ್ತಿಯ ಸ್ವಾಧೀನವನ್ನು ನಮಗೆ ಕೊಟ್ಟರೇ ಎಲ್ಲಾ ಹಣ ಕೊಡುತ್ತೇವೆ ಎಂದು ಹೇಳಿದರು.* It is true to suggest that, i never gave possession of the Suit Schedule property to defendant No.2 or defendant No.3. The original title documents of the Suit Schedule property are with DSK Legal in ESCROW. I never told the DSK Legal to hand over the original title documents to defendant No.2 or defendant No.3. My lawyer not issued any letter withdrawing Ex.D.15 reply notice. I also not given any letter withdrawing Ex.D.15 reply notice.

I have appointed office of Mr. Shyamsundhar senior advocate to get the sale deed canceled for non payment of sale consideration. Statement made in affidavit supporting the I.A. No.3 U/o 1 Rule 10(2) of CPC filed in O.S. No.2897/2024 are true and correct. I do not know the name of lawyer who identified me in Ex.D.8 affidavit. I do not know the name of the notary who notarized Ex.D.8 affidavit. I went to the office of the advocate Brijitha Prakash and gave title documents of the suit schedule property. Mr. Avinash Amarlala Managing Director of defendant No.3 was looking after the legal and documentation of these transaction. He did not find anything wrong in title documents.

It is true to suggest that, khatha of the suit Schedule property was transferred in my name on 12.03.2024. It is true to suggest that, on 07.11.2022 and 16.02.2024 khatha of the Suit Schedule property was not standing in my name. It is true to suggest that, after the khatha on 12.03.2024 i paid upto date taxes. Defendant No.3 did not conduct survey of suit schedule property. I had not made any arrangement towards access road to the suit schedule property from Whitefield road with neighboring owners. The statement regarding access road made in the Ex.D.5 agreement is incorrect. I told Mr. Avinash Amarlala Managing Director of defendant No.3 that i have not made any arrangement with neighbors regarding access road to the suit schedule property. Prior to Ex.D.14 no notice was issued calling upon me to transfer khatha, pay taxes and obtain access road. It is true to suggest that, Mr. Avinash Amarlala Managing Director of defendant No.3 was doing everything regarding property transaction and this case.

It is true to suggest that, as per Ex.P.22 i sent an E-mail to Mr. Avinash Amarlala Managing Director of defendant No.3 to get NOC from Vishwanath and Manasa Law Firm. It is true to suggest that, after said E-mail memo of retirement on my behalf was filed. Thereafter, i appointed lawyer from the office of Mr. Shyamsundhar senior counsel. Ex.D.17 is not the letter issued by me. Ex.D.16 is not the letter issued by me.

(At this stage, The advocate for Plaintiff 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.

<u>The witness is duly sworn on: 19.01.2026.</u>

<u>FURTHER CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-</u>

After executing the sale deed dt.13.03.2024 as per Ex.D.7 i have not informed the Plaintiff No.1 trust regarding the execution of sale deed in respect of suit schedule property. Out of Rs.27 crores received from defendant No.3 i have not paid any amount to the Plaintiff No.1 trust.

Q: When did you present the cheques given by defendant No.3 towards balance sale consideration ?

Ans: I don't remember the date.

Q: Have you informed defendant No.3 about this suit after receipt of suit summons in this suit ?

Ans: Yes.

Q: Why you did not disclose about agreement of sale Ex.D.5 dt.07.11.2022 in Ex.P.1 dt.13.03.2023 ?

Ans: Ex.D.5 was loan transaction.

Q: Why you did not have the own lawyer at the time of Ex.D.6 supplementary agreement ?

Ans: I thought, i would not get cheated.

It is true to suggest that, as on the date of Ex.D.5 my relationship with Mr. Avinash Amarlala Managing Director of defendant No.3 was cordial. It is true to suggest that, from 07.11.2022 upto issuance of Ex.D. 14 legal notice i had cordial relationship with Mr. Avinash Amarlala Managing Director of defendant No.3. It is true to suggest that, after receiving Ex.D.14 notice i lost trust in Mr.

Avinash Amarlala Managing Director of defendant No.3. I am not aware that whether Mr. Avinash Amarlala Managing Director of defendant No.3 was aware about the injunction order passed in this case before Ex.D.7 sale deed. It is true to suggest that, Ex.D. 7 declaratory affidavit is prepared in the office of Vishwanath and Manasa Legal Firm. I do not have list of jewelry given to Mr. Avinash Amarlala Managing Director of defendant No.3. I have not received any sale consideration in respect of suit schedule property from Mr. Avinash Amarlala Managing Director of defendant No.3. It is true to suggest that, the amount of Rs.27 crores received by me from defendant No.3 was only loan and in respect of same documents were kept in ESCROW. It is false to suggest that, Ex.P.1 agreement of sale dt.13.03.2023 was for the sale of suit schedule property.

CROSS-EXAMINATION: Advocate for defendant No.2 and 3 submitted that entire cross examination by Plaintiffs is against defendant No.2 and 3. Hence, prays time for cross examination of DW.2, 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.