OS NO: 1453/2024 C/w O.S. 2897/2024
DW.1

The witness is duly sworn on: 15.12.2025.

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.10	SPA dt.03.12.2025.
Ex.D.11	Katha certificate dt.12.03.2024 in the name of defendant No.1
Ex.D.12	Assessment extract for the year 2023-24 in the name of defendant No.1
Ex.D.13	Letter dt.29.11.2022 given by Brijitha Prakash advocate to defendant No.1 and 3 regarding custody of original title documents of schedule property.
Ex.D.14	Office copy of legal notice dt.20.01.2024 by defendant No.3 to defendant No.1.
Ex.D.15	Copy of reply notice dt.29.01.2024 to Ex.D.14.
Ex.D.16	Copy of letter dt.14.03.2024 by defendant No.1 regarding handing over of original title documents.
Ex.D.17	Letter dt.16.02.2024 by defendant No.1 withdrawing the reply notice dt.29.01.2024.
Ex.D.18	Uttar Patra dt.04.05.2024 in the name of defendant No.2.
Ex.D.19	Katha certificate dt.04.05.2024 in the name of defendant No.2.
Ex.D.20	Assessment extract for the year 2024-25

	dt.04.05.2024 in the name of defendant No.2.
Ex.D.21	7 Tax paid receipts collectively marked.
Ex.D.22	Attested copy of sketch (subject to objection).
Ex.D.23	Deccan Herald dt.14.02.2024 page No.2 Paper publication .
Ex.D.24	Times of India dt.14.02.2024 page No.9 Paper publication .

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.

The witness is duly sworn on: 17.12.2025.

CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-

There are 4 share holders in defendant No.3 company. They are my father, mother, wife and myself. All of them are directors. I am not aware that, One. Mrs. P.S. Gurumurthy was lawyer for defendant No.1. It is false to suggest that, Mrs. P.S. Gurumurthy retired from defendant No.1 and appeared for defendant No.2 and 3. I am not aware that, on the date of filing of written statement by defendant No.1 her previous lawyer retired. I have gone through the written statement filed by defendant No.1. It is true to suggest that, defendant No.1 in para No.3(iii) of written statement stated that, she has sold the Suit Schedule property to defendant No.3. It is true to suggest that, there is no reference in the written statement of defendant No.1 regarding other agreements other than agreement of sale dt.07.11.2022. Witness volunteers that, there was revised agreement of sale dt.16.02.2024. It is true to suggest that, agreement dt.16.02.2024 is the new agreement between defendant No.3 and defendant No.1 and apart from this there is no agreement.

It is true to suggest that, Ex.D.14 is the notice issued by defendant No.3 to defendant No.1 asking to execute the sale deed. It is true to suggest that, Ex.D.15 is the reply of defendant No.1 stating that there was no agreement of sale dt.07.11.2022 but that was a nominal agreement for loan purposes.

It is true to suggest that, in Ex.D.15 defendant No.1 stated that, loan transaction was for an amount calculated at Rs.14.5 crores per acre. From the date of Ex.D.15 till 16.02.2024 there was no written communication between defendant No.1 to 3. Between these dates defendant No.1 to 3 were in discussion each other. It is false to suggest that, between these dates myself and my wife defendant No.2 were aware regarding earlier agreement of sale dt.13.03.2023 between Plaintiff and defendant No.1. It is false to suggest that, i and my wife were aware that, defendant No.1 had received Rs.70 crores as advance of sale price from Plaintiff No.1. It is false to suggest that, to deprive the Plaintiff from getting the property me and my wife defendant No.2 offered Rs.81 crores to the defendant No.1. It is false to suggest that, defendant No.1 over come by greed but wanting to protect herself, agreed to withdraw her reply notice subject to new agreement containing new terms. It is true to suggest that, as per new agreement of sale dt.16.02.2024 sale price was increased to Rs.81 crores. It is true to suggest that, under this agreement i paid additional amount of Rs.6 crores. It is true to suggest that, under this new agreement defendant No.1 agreed to execute sale deed in favour of nominee or assignee of defendant No.3. It is true to suggest that, under the new agreement dt.16.02.2024 transaction was to complete within 30 days.

It is true to suggest that, on 13.03.2024 sale deed was executed in favour of defendant No.2. It is true to suggest that, in the said sale deed defendant No.3 was confirming party. There was no any deed of assignment between defendant No.3 and defendant No.2. There was no any written communication between defendant No.3 and defendant No.1 regarding assignment. It is true to suggest that, entire sale consideration for Ex.D.7 sale deed was paid by defendant No.3.

Q: The payment of cheques mentioned in 2.1(iii) to (x) mentioned in Ex.D. 7 sale deed is stopped by defendant No.3.

Ans: I have to check and verify.

(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.

The witness is duly sworn on: 18.12.2025.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-

I have paid TDS in respect of payment mentioned in para No.2.2 of Ex.D.7. I have got original receipt regarding the payment.

Q: Has defendant No.2 reimberced sale consideration amount to defendant No.3 ?

Ans: I have to verify.

I have document to prove that, Rs.54 crores as mentioned in sale deed Ex.D.7 reached to the defendant No.1. Witness volunteers that, vendor / defendant No.1 has acknowledged the payment. It is true to suggest that, as on date of sale deed Ex.D. 7 the amount of Rs.54 crores mentioned in the Ex.D.7 was not credited to the account of defendant No.1. Witness volunteers that, sale deed taken place at about 4.30 P.M, hence on that day amount was not credited. The original title deed standing in the name of defendant No.1 is now with defendant No.3.

Defendant No.2 is director of defendant No.3 company and she is also my wife hence, the original title deeds are in the office of the defendant No.3 company.

Q: Are you holding the title deeds pertaining to the defendant No.2 as custodian ?

Ans: Me and my wife and our family members run the defendant No.3 company hence the documents are kept in the office of defendant No.3 company.

There is no difference between defendant No.3 and our family members as we all family members hold shares in the defendant No.3 company.

It is true to suggest that, as per Ex.D. 16 defendant No.1 requested the lawyer Brijitha Prakash, DSK Legal to handover the title deeds to the purchaser being M/s. Anushka Construction Pvt. Ltd.,. Witness volunteers that, defendant No.2 is also our family member and director of defendant No.3 company.

It is true to suggest that, as on 14.03.2024 Brijitha Prakash was advocate for defendant No.3. Witness volunteers that, said advocate was custodian of the documents. Title verification was done, prior to entering into agreement of sale dt.07.11.2022. Advocate Brijitha Prakash verified the title documents. Advocate Brijitha Prakash gave title report. I have that title report. I can produce the said title. After the agreement dt.07.11.2022 i did not gave paper publication. Before the agreement i made spot inspection of suit schedule property. There was road access from rear side of the property, but i don't know the direction.

(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.

The witness is duly sworn on: 19.12.2025.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-

Dhrithi Vishwanath to whom Ex.D.17 is addressed is daughter of senior counsel of G.L. Vishwanath. It is true to suggest that, on Ex.D.17 Dhrithi Vishwanath has not put her signature. It is true to suggest that, on Ex.D.17 i have put my signature with rubber stamp. It is true to suggest that, Ex.D.17 was not addressed to me.

Q: What is the reason for signing Ex.D.17 with rubber stamp ?

Ans: It is signed by vendor / defendant No.1 hence i have also signed.

Myself and defendant No.1 were together when this Ex.D.17

was prepared.

It is true to suggest that, Ex.D.14 legal notice is signed by advocate Dhrithi Vishwanath. It is true to suggest that, advocate Dhrithi Vishwanath has filed vakalath for defendant No.1 on 25.03.2024 in O.S. No.1453/2024. After retiring from the vakalath of defendant No.1 advocate Dhrithi Vishwanath filed vakalath for defendant No.2 and 3 on 26.03.2024. I am not aware when advocate Dhrithi Vishwanath retired from the vakalath of defendant No.1. It is true to suggest that, as on 26.03.2024 advocate Dhrithi Vishwanath was representing defendant No.1 to 3.

I am not aware that on 20.07.2024 advocate Dhrithi Vishwanath retired from the vakalath of defendant No.1. Since last 2 years i engaged the services of senior counsel of G.L. Vishwanath and advocate Dhrithi Vishwanath is daughter of senior counsel of G.L. Vishwanath.

Q: How the money paid by defendant No.3 to defendant No.1 on behalf of defendant No.2 is shown in the books of account of defendant No.3 ?

Ans: Defendant No.2 is director of defendant No.3 company and has sufficient advances in the company and it is legitimate transaction reflected in the books of accounts.

This amount is shown as loans and advances to the directors. This amount alleged to be paid reflects in the balance sheet as on 31.03.2024. I can produce the authenticated balance sheet of the defendant No.3 company. On the date of sale deed Ex.D.7 defendant No.3 had an amount of Rs.54 crores in the bank account in Jammu and Kashmir Bank. I can produce the documents to that effect.

It is true to suggest that, suit schedule property is 4 acre 32 guntas + 7 guntas B karab. It is true to suggest that, as per Ex.D.5 both the parties i.e., defendant No.1 and 3 would go to the planning authority about nalas on the property, the extent and location.

Defendant No.1 and 3 appointed Mr. Amith Pujary lysining person to check the location of the nalas and we ascertained 7 guntas to be left towards nala which is not to developable.

Q: Do you have any report from Mr. Amith Pujary lysining person and planning authority regarding location and extent of the nala ?

Ans: I will check.

It is true to suggest that, sale price agreed under Ex.D.7 was for land to the extent of 4 acre 32 guntas + 7 guntas B karab. It is true to suggest that, in Ex.D.5 it is mentioned that, the area of nala would be excluded and sale price proportionately reduced. On the date of Ex.D.5 i was aware about the area of nala as 7 guntas. I was not aware about the location of nala. I found the nala in the village map. I am not aware about the direction of the nala. It is false to suggest that, there is no person by name Mr. Amith Pujary and i have not obtained report from this person or planning authority.

It is true to suggest that, as per legal notice Ex.D.14, it is the duty of defendant No.1 to identify and locate the nala passing through suit schedule property. Defendant No.1 did not locate and intimate me about the nalas. It is true to suggest that, boundaries of the schedule in Ex.D.7 are the boundaries of 4 acre 32 guntas and nala area of 7 guntas.

It is true to suggest that, defendant No.1 had obligation to get access road to the suit schedule property from Whitefield road. It is true to suggest that, towards the south of Suit Schedule property my another property in Sy No.129/1A situated. It is true to suggest that, towards the south of my property in Sy No.129/1A the property of Plaintiff No.1 trust in Sy No.130 situated. It is false to suggest that, both to suit schedule property and my land in Sy No.129/1A the only access to Whitefield main road is through Sy No.130.

I am not aware that defendant No.1 is the trustee of Plaintiff No.1 trust. To the east of suit Schedule property, the property of TATA ELEXSI situated through which i try to get access to Whitefield road. Defendant No.1 did not do anything for getting the access road. Defendant No.3 started communicating TATA ELEXSI and distributor for HP Gas for access road. As on today i have not got any permission for access road. I do not have any written communication with TATA ELEXSI or distributor for HP Gas regarding access road. Witness volunteers that, it is only oral communication. It is false to suggest that, there is no communication between defendant No.3 and TATA ELEXSI and distributor for HP Gas for access road. As on today suit schedule property does not have access road to Whitefield road. Witness volunteers that, there is access road from rear side i.e., northern side. That road is called Sadaramangala road.

It is false to suggest that there is no Sadaramangala road, but it is only village boundary. I do not have any documents to show that there is Sadaramangala road on the rear side of suit schedule property, but i can apply and collect the documents. I did not request the owner of Sy No.130 to provide access road. I am not aware if defendant No.1 requested for access road in Sy No.130.

Defendant No.3 deposited Rs.4,62,85,120/- between 21.12.2023 and 28.12.2023 towards stamp duty and registration charges as mentioned in para No.5 of Ex.D.14 notice.

As per Ex.D.7 on 21.12.2023 defendant No.2 deposited an amount of Rs.3,93,24,000/- towards stamp duty and other charges. On 14.03.2024 defendant No.2 made payment of Rs.69,61,120/- through E-payment. Power of assignment was available to the purchaser under Ex.D.5 agreement and reaffirmed under supplementary agreement Ex.D.6. As on the date of payment of Rs.4,62,85,120/- i was nominated my wife defendant No.2 for the purpose of sale deed.

Q: When did the board of directors resolved to purchase the suit schedule property in the name of defendant No.2 ?

Ans: I will verify.

For the registration of property katha in the name of vendor is required. I am not aware that, katha of the schedule property was not standing in the name of defendant No.1 in December-2023.

Q: Katha was transferred in the name of defendant No.1 one day prior to sale deed Ex.D.7 ?

Ans: I will verify.

It is true to suggest that, Ex.D.15 is the reply of defendant No.1 to Ex.D.14 notice. It is false to suggest that, in Ex.D.15 defendant No.1 stated that, she never executed agreement of sale but it was loan transaction.

It is true to suggest that, at the time of agreement Ex.D.5 transaction was handled by real estate agent. The said real estate agent signed Ex.D.5 as witness. Witness identified signature of the said witness as per the request of advocate for Plaintiff same is marked as Ex.D5**(c)**. I am not aware about the other witness to Ex.D.5. It is false to suggest that, before Ex.D.5 i did not know defendant No.1. Witness volunteers that, he know her and her husband from 2015 and had breakfast in her house. It is true to suggest that, defendant No.1 is daughter of Aadikeshavalu.

B.M. Kumar witness to Ex.D.5 is not in the court premises today. In November-2022 defendant No.1 gave original title deeds to DSK Legal. Mother deed and other relating documents are in custody of defendant No.3. I have no impediment to produce them. It is false to suggest that, as per reply notice Ex.D.15 defendant No.1 terminated the agreement of sale Ex.D.5 and asked me to come to Sub-Registrar office for cancellation of Ex.D.5. It is false to suggest that, defendant No.1 was ready and willing to return back the Rs.21 crores to me.

Q: You did not send reply to Ex.D.15 ?

Ans: We had cordial relationship defendant No.1, reconciled our differences and came to understanding for revised supplementary agreement in perusance to earlier agreement of sale dt.07.11.2022.

It is true to suggest that, the original title deeds were in ESCROW with DSK Legal. DSK Legal was my lawyer and handling my other property matters. It is true to suggest that, Ex.D.16 do not contain the signature of the addressee Brijitha Prakash. Witness volunteers that, the original letter was handed over to Brijitha Prakash, she confirmed through phone with defendant No.1 and later handed over the original documents to defendant No.3.

Q: How do you know what transpired between Brijitha Prakash and defendant No.1 ?

Ans: I was present when defendant No.1 called Brijitha Prakash hence i know about that.

It is false to suggest that, i was not present with Brijitha Prakash when the alleged conversation take place with defendant No.1 and Brijitha Prakash. This conversation happened at about 4.30 to 5.00 P.M. on 14.03.2024. It was telephonic conversation, i did not go and meet Brijitha Prakash at about 4.30 to 5.00 P.M., on 14.03.2024.

(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.

The witness is duly sworn on:05.01.2026.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-

For preparation of Ex.D.5 sale agreement, lawyer appearing on my behalf was Brijitha Prakash of DSK Legal. I don't know the lawyer for defendant No.1 at the time of preparation of Ex.D.5.

For preparation of Ex.D.6 supplementary sale agreement lawyer appearing on my behalf was Brijitha Prakash of DSK Legal. I don't know the lawyer for defendant No.1 at the time of preparation of Ex.D.6.

For preparation of Ex.D.7 sale deed lawyer appearing on my behalf was Brijitha Prakash of DSK Legal. Document vetted by senior counsel G.L. Vishwanath. I don't know the lawyer for defendant No.1 at the time of preparation of Ex.D.7. At the time of sale deed Ex.D. 7 defendant No.1 was not accompanied with any advocate. Ex.D.5 sale agreement was drafted by advocate Brijitha Prakash. The draft was approved by defendant No.1. I don't have the written acknowledgment regarding approval of the draft sale deed. At the time of registration of Ex.D.5 sale agreement, advocates of either of the parties not accompanied to the Sub-Registrar office. I am not aware that on 07.11.2022 as on the date of Ex.D.5 sale agreement katha of the Suit Schedule property was not standing in name of defendant No.1. I am not aware as to in whose name Khatha of the suit schedule property was standing as on the date of Ex.D.5. I am not aware that as on the date of Ex.D.5 tax of the suit schedule property was not completely paid.

Q: On 12.03.2024 one day before the execution of sale deed khatha of the Suit Schedule property was changed in the name of defendant No.1.

Ans: I will check.

I don't know as to when and who made application for change of khatha of suit schedule property in the name of defendant No.1. It is true that, without Khatha in the name of vendor, sale deed will not be executed. Brijitha Prakash of DSK Legal noticed that there was no khatha in the name of vendor and asked to get the khatha in the name of the vendor. I asked the defendant No.1 to get the khatha in her name. From 07.11.2022 i was asking defendant No.1 to get the khatha. I am not aware since 07.11.2022 there was no khatha in the name of defendant No.1. It is false to suggest that, on my instruction advocate Brijitha Prakash taken steps to get the khatha in the name of defendant No.1. It is true to suggest that, Brijitha Prakash was not the lawyer for defendant No.1. Lawyer Brijitha Prakash and the vendor / defendant No.1 taken steps in registering katha in the name of defendant No.1.

From the year 2020-21 Brijitha Prakash has been the lawyer for defendant No.3 company. My wife defendant No.2 has filed O.S. No.2897/2024. Vishwanath and Manasa Legal firm appeared for Plaintiff in O.S. No. 2897/2024. It is true to suggest that, Suhas, Gurumurthy and Drithi are the advocates in Vishwanath and Manasa Legal firm. From 2021 Vishwanath and Manasa Legal firm is representing defendant No.2 and 3.

After reply notice Ex.D.15 myself and defendant No.1 had negotiations and there was no lawyer with us. I don't remember the exact date on which myself and defendant No.1 arrived at settlement. My lawyers Brijitha Prakash supervised by senior counsel G.L. Vishwanath and Mr. Jagadheesh for defendant No.1 advised us regarding documentation of the settlement. It is true to suggest that, Ex.D.17 letter is not addressed to Sri. Jagadheesh advocate for defendant No.1 and it also do not contain the signature of Jagadheesh to show that he received the said letter. I have not received any letter from Jagadheesh advocate withdrawing Ex.D.15 reply notice. Witness volunteers that, vendor has writen letter as per Ex.D.17. It is false to suggest that, i have obtained the signature of defendant No.1 on blank paper and then created Ex.D.17. There is no signature of advocate Drithi Vishwanath on Ex.D.17. Witness volunteers that, she is the addressee of the letter, hence her signature is not necessary. I received the letter Ex.D.17 from defendant No.1 and gave it to advocate Drithi Vishwanath. Immediately after registration Ex.D.6. Ex.D.17 letter is given. It is false to suggest that, Ex.D.17 was created for the purpose of this case. It is true to suggest that, advocate Drithi Vishwanath came in contact with defendant No.1 merely because of this transaction. Senior counsel G.L. Vishwanath introduced advocate Drithi Vishwanath to defendant No.1 as he knew defendant No.1. I don't know when she was introduced to defendant No.1.

I sent Ex.D.14 notice to defendant No.1 on the advise of my lawyer Sri. G.L. Vishwanath. I can recognize the case papers on seeing. It is true to suggest that, in suit i.e., O.S. 1453/2024 advocates Manasa B Rao, P.S. Gurumurthy, B.R. Ravindra, V.C. Raju and Drithi Vishwanath appeared for defendant No.1. Ex.D. 8 is the declaratory affidavit filed by defendant No.1. It is true to suggest that, Mr. Suhas advocate in the office of Vishwanath and Manasa identified the defendant No.1. The said signature of advocate Suhas is marked on the request of the advocate for Plaintiff as Ex.D.8**(a).** It is true to suggest that, the said Ex.D.8 affidavit is notarized by P.S. Gurumurthy advocate and notary in the office of Vishwanath and Manasa. It is true to suggest that, i introduced defendant No.1 to senior counsel G.L. Vishwanath and i was the link.

Witness identified the E-mail printout furnished along with memo of retirement as per order dt.20.07.2024. As per the request of counsel for Plaintiff same is marked as **Ex.P.22.** It is true to suggest that, on 26.03.2024 Vishwanath and Manasa Legal firm filed vakalath for defendant No.2 and 3 along with impleading application. It is true to suggest that, on the same day i.e., on 26.03.2024 Vishwanath and Manasa Legal firm filed vakalath for defendant No.1 also.

It is true to suggest that, I.A. No.3 was filed by defendant No.1 in O.S.No. 2897/2024 to implead herself as defendant in that suit. It is true to suggest that, this impleading application was filed after the registration of sale deed Ex.D.7. It is false to suggest that, in the affidavit supporting I.A. No.3 in O.S. No.2897/2024 defendant No.1 alleged that i have induced and forced her to execute the sale deed Ex.D.7.

It is true to suggest that, para No.4.6 of Ex.D.5 contains the clause regarding reduction of price to the extent of nala. The nala is to the extent of 7 to 8 guntas. The final price shown in the sale deed is after deducting the extent of nala. The original title deeds deposited with DSK Legal is now in my custody. Witness volunteers that, as on the date of sale deed documents are handed over.

Q: The District Registrar Shivaji nagar by communication dt.05.03.2024 addressed to Sub-Registrar of Indiranagar, Varthur, Bidarahalli, Banasavadi and Mahadevapura prohibited registration of any document regarding suit schedule property.

Ans: I am unaware about it.

It is true to suggest that, agreement of sale Ex.D.5 registered in the office of Sub-Registrar, Indiranagar, Bengaluru. It is true to suggest that, sale deed Ex.D.7 registered in the office of Sub-Registrar, Shivaji Nagar, Bengaluru. It is false to suggest that, me and my agents knew about the communication dt.05.03.2024 and found amenable Sub-Registrar and got the sale deed registered. I have not verified the suit register of City Civil Court and Mayo Hall Court before 13.03.2024.

I have not got copies of arrangements referred in clause 2(iv) of Ex.D.5. Witness volunteers that, it was on trust. I am unaware that, no arrangement was made by defendant No.1 as mentioned in clause 2(iv) of Ex.D.5. I did not seek extension of time in writing. Witness volunteers that, i orally sought and it was extended. It is false to suggest that, i orally sought extension of time and it was extended. Defendant No.1 did not demand return of original documents after 1 year. Brijitha Prakash did not seek my instruction to return of documents after 1 year. Witness volunteers that, i was constantly interacting with defendant No.1. Defendant No.1 was never hostile towards me and there was cordial relationship.

Q: How has your wife treated this transaction in her books of account?

Ans: Shown as purchase of property.

It is true to suggest that, my wife defendant No.2 has shown as she has purchased the property. Defendant No.1 was aware that, her lawyer Driti Vishwanath was also my lawyer. It is false to suggest that, advocate Driti Vishwanath was aware about injunction order passed in this suit. It is false to suggest that, i was aware about order of injunction before execution of sale deed.

(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.

The witness is duly sworn on:06.01.2026.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR PLAINTIFF:-

I am not aware that O.S. No.2897/2024 filed by my wife through advocate B.K. Narendra Babu. It is true to suggest that, my wife/ defendant No.2 filed WP No.17972/2024 seeking police protection to enforce injunction order dt.23.04.2024 passed in O.S. No.2897/2024. It is true to suggest that, B.K. Narendra Babu was the advocate representing my wife in WP No.17972/2024. It is true to suggest that, Plaintiff No.1 and 2 in O.S. No.1453/2024, filed WP No.13079/2024 challenging the order dt.23.04.2024 passed in O.S. No.2897/2024. It is true to suggest that, in WP No.13079/2024 Manasa Rao represented my wife defendant No.2. It is true to suggest that, in WP No.13079/2024 there was reference to O.S. No.1453/2024 and injunction granted in that suit. It is true to suggest that, in WP No.13079/2024 Hon'ble High Court of Karnataka directed both the parties to maintain Status-Quo in respect of suit schedule property. It is true to suggest that, my wife defendant No.2 filed WP No.17972/2024 seeking police protection for enforcement of the order dt.23.04.2024. I am not aware that, in WP No.17972/2024 the order of Status-Quo was suppressed. It is false to suggest that, defendant No.2 suppressed order dt.23.04.2024 in WP No.13079/2024 in WP No.17972/2024.

Witness identified certified copy of the Petition in WP No.17972/2024 the same is marked as **Ex.P.23** on request of advocate for Plaintiff. It is true to suggest that, after filing objections to WP No.17972/2024 by respondents, my wife defendant No.2 withdrew the said WP.

It is true to suggest that, on 25.03.2024 advocate Vishwanath and Manasa filed vakalath for defendant No.1 and the same counsels filed vakalath for defendant No.2 and 3 who were then impleading applicants. It is false to suggest that, defendant No.1 in her affidavit in impleading application in O.S. No.2897/2024 stated that i promised her to give Rs.11 crores on security of her jewelry. I am not aware that defendant No.1 D.A. Thejeshwari in her affidavit supporting the impleading application stated that i issued 11 cheques totaling Rs.11 crores against pledge of her jewelry and those cheques dishonored. My wife defendant No.2 also not aware about the said allegations in the said affidavit. Witness volunteers that, these are baseless allegations. It is false to suggest that, myself and my wife defendant No.2 controlled the conduct of the defence by the 1st defendant / D.A. Thejeshwari. It is false to suggest that, myself and my wife tried to take possession of the suit schedule property which was not in possession of defendant No.2 or 3.

I have not produced any documents to show that cheques referred in Ex.D.7 sale deed were honored and credited to the account of defendant No.1. I have not produced document to show that defendant No.2 reimbursed money paid by defendant No.3 to defendant No1 as sale consideration. I have not produced the title report prepared by advocate Brijith Prakash in respect of suit schedule property. I have not produced authenticated balance sheet of defendant No.3 as on 31.03.2024. I have not produced the document to show that defendant No.3 had Rs.54 crores in the account in Jammu and Kashmir Bank. I have not produced the document to show that there is Sadaramangala road behind the suit schedule property. I have not produced Board Resolution of defendant No.3 company to purchase suit schedule property in the name of defendant No.2. I have not produced the mother deed and related documents of the suit schedule property. It is false to suggest that, defendant No.2 and 3 had knowledge of temporary injunction in this suit on 02.03.2024.

RE-EXAMINATION: The declaratory affidavit Ex.D.8 was produced by defendant No.1 herself and her presence is noted in the order sheet dt.08.04.2024 and defendant No.1 signed the order sheet to that effect.

(Typed to my dictation in open court).

R.O.I &A.C.,

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

Counsel for defendant No.1 and counsel for defendant No.2 and 3 submitted that, WP No.1759/2026 and WP No.937/2026 Hon'ble High Court of Karnataka permitted the defendant No.1 to cross examine DW1.

The witness is duly sworn on: 17.02.2026.

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

It is true to suggest that, i am deposing before the court based on the power of attorney to defendant No.2. There is no power of attorney executed in my favour by defendant No.3. I do not know which of the two suits filed first in the order of time.

Q: At the time of institution of O.S.No.2897/2024 you never sign pleadings and documents ?

Ans: I am not aware.

Q: In Ex.D.10 defendant No.2 has not mentioned that she is giving power of attorney to her husband.

Ans: My name mentioned, but it is not mentioned as her husband.

It is true to suggest that, in my evidence affidavit i have stated that i am deposing on behalf of my wife Ekta Kukreja. In 3 to 4 companies i am shareholder and director. When witness asked to answer precisely about number of companies he state that, he has to check that.

Smt. Ekta Kukreja is Director and Shareholder in all the companies wherever i am Director and Shareholder. It is true to suggest that, all those companies are closely held by my family. It is true to suggest that, in all those companies my father and mother are also Directors and Shareholders. It is true to suggest that, all my companies do business of hundreds of crores of rupees.

Q: In all your companies every business decision is taken in terms of Board Resolution as requirement of law.

Ans: Not all decisions are followed by Board Resolution.

Our company business activities are aided by charted accountant and not by company secretory as it is not a public limited company. It is false to suggest that, every decision and action of the company should be followed by Board Resolution in terms of company Act. It is false to suggest that, there is no Board Resolution from defendant No.3 authorizing me to represent. I am not aware that, i have not produced Board Resolution from defendant No.3. I have got marked documents consciously. I am not aware that, at the time of impleading defendant No.2 and 3 if there was Board Resolution of defendant No.3. Defendant No.2 purchased the suit schedule property with confirming party of defendant No.3. I have to check if sale consideration amount regarding alleged sale deed is paid by defendant No.2.

It is true to suggest that, Ex.D.10 power of attorney is drafted on a stamp paper purchased on 01.12.2025. I am not aware the name of the advocate who has identified the executant of Ex.D.10. The lawyer signed Ex.D.10 identifying the executant in my presence. The signature of the lawyer is marked as Ex.D.**10(a)** on request of counsel for defendant No.1. I do not remember the place where the lawyer signed Ex.D.10. Ex.D.10 is executed in the presence of notary public, but i do not remember the exact place. I have read Ex.D.10 before producing in the court. I am not aware if i signed vakalath based on Ex.D.10. I am aware that, after Ex.D.10 there were two WP's filed in the Hon'ble High Court of Karnataka and defendant No.2 and 3 were representing. I am not aware if i signed vakalath Nama in those writ petitions. Ex.D.10 is given regarding these two suits.

I have not read the plaint and written statement of defendant No.1 in O.S. No.1453/2024. I have not read the exhibits marked by Plaintiffs side in O.S. No.1453/2024. I have not read the deposition of PW.1 in O.S. No.1453/2024. I have not read the deposition of DW.2 in O.S. No.1453/2024. I have not read the exhibits got marked by DW.2.

I do not remember whether i have read the plaint in O.S. No.2897/2024.

Q: Have you read the written statement filed by the defendants in O.S. No.2897/2024 ?

Ans: Yes.

Ekta Kukreja and Anushka Constructions are the defendants in O.S. No.2897/2024. I am aware about the impleading application filed in O.S. No.2897/2024. Ekta Kukreja and Anushka Constructions filed impleading application in O.S. 2897/2024. I am not aware about the title flow of suit schedule property. Defendant No.2 is also not aware about the title flow of suit schedule property. I do not know the boundaries of suit schedule property. Witness volunteers that, i can say by going through the sale deed. I need to check what is the principle document on which O.S. No.1453/2024 is filed. I need to check the principle document on basis of which the defendant No.2 and 3 have taken defence in O.S. No.1453/2024. Defendant No.2 does not know the principle document on which defendant No.2 and 3 have taken defence in O.S. No.1453/2024. I am the Director of defendant No.3 who know all these aspects.

The trustees of Plaintiff No.1 trust are 1) D.A Srinivasa, 2) D.A. Thejeshwari and 3) D.A. Kalpaja.

I do not remember on which side of suit schedule property there is access road. Defendant No.2 has visited the suit schedule property only once. I am aware about the case filed by defendant No.1 against defendant No.2, 3 and others U/s 138 of NI Act. I am not aware about the cognizance taken by court in that case. I am not aware that, if i received summons and appeared in that case. It is true to suggest that, i have sent several whats-app messages to defendant No.1. It is true to suggest that, defendant No.1 has also responded to the messages with respect to the suit schedule property. I cannot produce those messages. I do not remember every paragraphs of my evidence affidavit. I do not remember the date on which my evidence affidavit was prepared. I have given instruction to prepare my evidence affidavit. Defendant No.2 has not given instruction to me to prepare the evidence affidavit.

O.S. No.2897/2024 was filed when our possession was disturbed by the persons of Plaintiff No.1 trust. I do not remember the names of individuals who disturbed our possession.

(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.

The witness is duly sworn on: 19.02.2026.

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

I was present personally at the time of registration of Ex.D.5 and 6 agreements. It is true to suggest that, i represented defendant No.3 in the capacity of the director at the time of registration of Ex.D.5. I am not aware that, if there was Board Resolution to represent at the time of registration of Ex.D.5. I had not taken any witnesses at the time of registration of Ex.D.5. I don't remember if i had taken witnesses at the time of registration of Ex.D.6. I know the witnesses of Ex.D.6. The 2 witnesses of Ex.D.6, one was from my side and another was from seller side i.e., defendant No.1. B.M. Kumar was witness from my side.

It is true to suggest that, i am in the business of money lending. Witness volunteers that, selectively i use to lend money. It is false to suggest that, i always use to take security while lending money. In certain cases i have taken security while lending money. It is true to suggest that, such security includes lands, cheque and promissory notes. It is false to suggest that, defendant No.1 expressed that she was in financial need. I paid Rs.21 crores less TDS to defendant No.1 under Ex.D.5. I have no hesitation to produce financial statements of defendant No.3 company for the financial year 2021-22, 2022-23 and 2023-24. I will produce those documents if called for. I have given the credit of TDS. It is true to suggest that, Ex.D.5 was drafted through my legal team as per my instructions. It is false to suggest that, Ex.D.5 was executed as a security for the loan lent by me. Originals of Ex.D.5 and 6 are not produced in the court. I know witness No.1 of Ex.D.5 by name Kumar B.M. Title verification report as per the conditions in Ex.D.5 has been taken, but it is not produced in this case. I am not aware if my lawyers called for any details or raised any quarries from the seller i.e., defendant No.1. I had communication from lawyers to go ahead to purchase the property. It is false to suggest that, these above two answers are false, because it was a mere loan security document. It is false to suggest that, as stated in Ex.D.5 there was never physical survey of the property and there was no report to that effect. I have not produced document to show that physical survey was conducted. It is false to suggest that, the clause in the sale agreement pertaining to obtaining khatha and payment of property tax was not acted upon. I have produced documents regarding obtaining of khatha and payment of betterment charges. Witness volunteers that, i am not aware about that betterment charges. Two days prior to the sale deed payment of tax and katha was complied. It is true to suggest that, pursuant to Ex.D.5 katha and payment of tax was not done, but it was done after Ex.D.6.

It is true to suggest that, as per Ex.D.5 access road from Whitefield road was not complied by the defendant No.1. It is true to suggest that, i never called upon defendant No.1 through notice to comply the said condition. It is false to suggest that, i never called upon defendant No.1 to comply with the condition pertaining to nala in the suit schedule property. I have not issued notice to defendant No.1 pertaining to clause-3 of Ex.D.5.

It is true to suggest that in case of failure in repayment of loan i use to initiate action against the securities of the debtors. It is false to suggest that, defendant No.1 did not execute sale deed in pursuance of Ex.D.5 sale agreement. I was present when original title documents of the suit schedule property were deposited with advocate Brijitha Prakash. I do not remember what are those original documents. It is true to suggest that, the date of Ex.D.13 is dt.29.11.2022, but the date with alleged signature of defendant No.1 is dt.30.11.2022. Witness volunteers that, defendant No.1 came on next day. Original documents were given to advocate Brijitha Prakash on 30.11.2022. I am aware about the clause-6 of Ex.D.13. It is true to suggest that, defendant No.1 did not execute sale deed within 12 months from the date of Ex.D.5. It is true to suggest that, the names of lawyers are printed on the bottom of front page of Ex.D.14. It is true to suggest that, P.S. Gurumurthy whose name is seen on Ex.D.14 is the notary pubic who attested Ex.D.10 Special Power of Attorney and Ex.D.8 declaratory affidavit. It is true to suggest that, the lawyer who identified the executant of Ex.D.8 and Ex.D.10 is the same.

I am not aware the stand taken by defendant No.1 in the cheque bounce case. It is true to suggest that, supplementary agreement Ex.D.6 is executed by defendant No.1 after legal notice Ex.D.14. I am aware the stand taken by defendant No.1 in reply notice Ex.D.15. It is true to suggest that, payments mentioned at Sl No.3 to 10 of clause-2.1 of the sale deed Ex.D.7 have not been cleared. I am not aware that, these cheques are dishonored. It is true to suggest that, till today there is no payment cleared in respect of cheques Sl No.3 to 10 of clause-2.1 of the sale deed Ex.D.7. It is true to suggest that, these cheques at Sl No.3 to 10 of clause-2.1 of the sale deed Ex.D.7 are of same dates. It is true to suggest that, these cheques at Sl No.3 to 10 of clause-2.1 of the sale deed Ex.D.7 were handed over to defendant No.1 at the Sub-Registrar office. It is true to suggest that, i had informed defendant No.1 that sale consideration cheques will be handed over in the Sub-Registrar office. It is true to suggest that, if i had not handed over the said cheques towards sale consideration, defendant No.1 would not have signed the sale deed Ex.D.7. It is true to suggest that, Ex.D.16 letter was made and kept ready by me in order to take original title documents to my custody. It is true to suggest that, on presentation of Ex.D.16 letter by me to Brijitha Prakash she handed over the original title documents. I have not produced the original documents before the court.

It is false to suggest that, Ex.D.17 letter was given by defendant No.1 on my instructions. I do not remember the date for transfer of katha Ex.D.18. The application was made by me. I am not aware as to whether authorities issued notice to defendant No.1 before changing the katha. It is false to suggest that, i fraudulently represented BBMP and obtained katha. I am not aware that there are proceedings for cancellation of katha. There is adjustment of sale consideration from defendant No.3 to defendant No.2. It is false to suggest that, it is not reflected in any of financial statements.

As on today suit schedule property is the individual property of defendant No.2. It is false to suggest that, till today suit schedule property is the property of defendant No.1. It is true to suggest that, tax paid receipt Ex.D.21 is in the name of defendant No.3. It is true to suggest that, as per Ex.D.21 name of defendant No.3 in shown in the owners column for the year 2018-19 till 2024-25. I can identify the suit schedule property in Ex.D.22. Suit schedule property is not a land locked property. I am seeing Ex.D.25 for the first time. It is true to suggest that, before filing Ex.D.25 complaint a notice was sent to me. We have replied the said notice. It is true to suggest that, under the said legal notice aspects pertaining to sale consideration are narrated. It is true to suggest that, said legal notice contains the details of first and second sets of cheques.

It is false to suggest that, Ex.D.8 declaratory affidavit was never consciously given by defendant No.1 in my favour. It is false to suggest that, i fraudulently prevail upon her to give

Ex.D.8 declaratory affidavit. It is false to suggest that, defendant No.1 never parted with possession of suit schedule property. It is true to suggest that, defendant No.1 has not satisfied with sale consideration amount though it has been stated in para No.2.5 of the written statement dt.20.11.2024. It is true to suggest that, in my evidence affidavit i have not stated that entire sale consideration amount is not paid and reasons for non payment.

It is false to suggest that, Ex.D.5 is a loan transaction document. It is false to suggest that, defendant No.1 has fledged gold jewelry of more than Rs.15 crores with me. It is false to suggest that, i was to return the gold fledged by defendant No.1 after the sale deed. It is false to suggest that, i used that gold hence did not return. It is false to suggest that, because of non returning of the gold i issued cheques for additional amount of Rs.11 crores. It is true to suggest that, said cheques for Rs.11 crores dishonored. Witness volunteers that, these cheques were given as security cheques.

(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.

The witness is duly sworn on: 20.02.2026.

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

I am not aware about the Miscellaneous Petition regarding alleged violation of injunction order. It is true to suggest that, i am participating in the Miscellaneous Petition. There is no written communication with defendant No.1 from my side regarding reasons for dishonor of cheques. After dishonor of cheques there is no written communication from my side that we will pay the sale consideration amount. It is true to suggest that, in my evidence i have stated that i have paid the sale consideration amount. There is written communication from defendant No.2 asserting the payment of Rs.21 crores towards sale consideration amount. Witness volunteers that, it is mentioned in the legal notice. It is true to suggest that, defendant No.1 denied the same in her reply notice. There was no written assertion from our side asserting the payment of Rs.21 crores towards sale consideration. It is false to suggest that, as per the compliant U/s 138 of NI Act Ex.D.25, defendant No.1 stated that, she had put the property for sale and i approached her to purchase the property. It is false to suggest that, defendant No.1 was reluctant to sell the property to me by knowing my business conduct.

It is false to suggest that, because my intens persuasion and assurance that i would pay the sale consideration properly she agreed to sell the property to me. It is false to suggest that, since i have also assured making good of Rs.11 crores towards the value of gold, she agreed to sell the property to me. It is true to suggest that, supplementary agreement Ex.D.6 made on 16.02.2024.

Q: According to you what was the difference of sale consideration you agreed to pay ?

Ans: Rs.9 crores.

Q: What was the basis / parameter for increase of sale consideration ?

Ans: Defendant No.1 became greedy and demanded more money.

It is false to suggest that, due to my fraudulent intension i failed to clear the sale consideration amount. It is false to suggest that, i paid additional Rs.6 crores to defendant No.1 under the supplementary agreement Ex.D.6 to infuse faith in her. I do not remember if myself and my wife went to the Sub-Registrar office in advance. It is true to suggest that, stamp duty was paid in advance, because i wanted to complete the registration as i had frequent talks with defendant No.1. It is true to suggest that, reason for dishonor cheques was, payment stopped. It is true to suggest that, reason for dishonor of other 11 cheques for Rs.11 crores is account closed. Witness volunteers that, those were security cheques. I have not communicated this reason to defendant No.1 through written communication. I do not know the date of nomination of defendant No.2 on behalf of defendant No.3 as stated in the para No.8 of my examination in chief. I am not aware if i have produced any document in this case regarding the said nomination. I am not aware about the date of defendant No.2 put in possession of suit schedule property by defendant No.1. It is true to suggest that, defendant No.2 had visited the suit schedule property only once i.e., prior to the registration of the sale deed. I have valued the property as converted land for the purpose of stamp duty. Myself or defendant No.2 not seen the conversion order. It is false to suggest that, conversion order was lapsed long ago.

I got the katha changed in the name of defendant No.2 but defendant No.2 not came to be BBMP office. As on the date of alleged disturbance of my possession myself or defendant No.2 were not present in the suit schedule property. Husband of defendant No.1 never came to the suit schedule property. I know PW.1 and 2 in this case proceedings. I did not know PW.1 and 2 personally before this 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.

The witness is duly sworn on:04.06.2026.

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

The suit schedule property situated in Mahadevapura ward. I have paid property tax from 01.04.2024 and prior to that defendant No.1 has paid the tax. I have seen the tax paid receipts regarding tax paid by defendant No.1. I do not remember the amount of tax paid by defendant No.1. I do not remember the amount of tax paid by me. Defendant No.1 paid tax in respect of residential converted property. For the same property i have paid the tax. I did not know that defendant No.1's siblings and Plaintiff No.1 trust claiming the suit schedule property.

Q: The Plaintiffs in the suit are claiming that they are in possession and enjoyment of suit schedule property.

Ans: False.

I am not aware that suit schedule property is situated within the precincts of Vydehi Institutes. I am not aware that to access the suit schedule property one has to pass through various other properties of Vydehi Institutes. I do not know the details and background of late D.A. Aadhikeshavalu's family. Defendant No.2 has not put up any construction over the suit schedule property in proof of her possession. After the purchase defendant No.2 has not visited the suit schedule property. I assertively state that, suit schedule property belongs to defendant No.2. I have visited the suit schedule property 3 times. First time on the date of first agreement of sale. Second time on the date of second agreement of sale. Third time on the next day of sale deed. I went to the suit schedule property through road. I am not aware if the road terminates till the suit schedule property. Third time i went to the suit schedule property in the capacity of owner. It is not correct to suggest that, after the sale deed, personally i was not aware about the state of the suit schedule property unless someone told me. It is false to suggest that, then and till today defendant No.1 is in possession of the Suit Schedule property.

Q: How do you know that defendant No.1 is not in possession of the suit schedule property ?

Ans: I visited the suit schedule property recently.

I am not aware about the exact date on which our possession was disturbed as stated in para No.13 of my evidence affidavit. I don't know the details of the persons who disturbed our possession. The attempt to dispossess us means asking my security guards to leave the premises. I do not remember the details and names of my security guards. I did not have impediment to collect the details of the security guards and include in the plaint. I do not remember the individual, from Plaintiff to whom i questioned as stated in my evidence affidavit. I am not aware if defendant No.2 knows the person to whom she questioned as stated in para No.13 of my evidence affidavit.

Q: Were yourself and defendant No.2 questioned the strangers as stated in para No.13 of my evidence affidavit ?

Ans: Defendant No.2 did not visit the suit schedule property.

The strangers at the spot claim that they are the owners of the Suit Schedule property, which i call as imaginary rights. I have not seen those people before. It is not D.A. Srinivasa and Plaintiff No.2. I do not remember what exactly those people said about the rights they got from defendant No.1. All these things happened between 10.30 a.m. to 11.00 a.m. I do not remember the time on that day about receipt of information regarding interference. I went to the spot with few of my people. My driver Ram Singh, Mukesh Menda and Venkata Reddy accumped me. I have no hesitation to furnish details of these persons.

On that day i personally met defendant No.1 at around 4.30 p.m. to 5.00 p.m. at her house. I do not recall the date of the meeting with defendant No.1. I went alone to the house of defendant No.1 to know the reason as to why the Plaintiff No.1 trust people are interfering. I questioned her that, whether she has executed any agreement of sale in favour of Plaintiff No.1 trust. The persons at the spot did not tell anything about the said agreement. By the time i went to the house of defendant No.1 i had no information about the sale agreement as stated in para No.13 of my evidence affidavit. By the time i went to the house of defendant No.1 my lawyer told about O.S. No.1453/2024. I am not aware that what are the details shared by my advocate about the case by then. Defendant No.1 alone met me in her house. Around 45 mints i discussed with defendant No.1. Defendant No.1 told that she has taken loan from Plaintiff No.1 trust. Defendant No.1 did not say anything about the agreement of sale. I told her that Plaintiff's people are not allowing me to the suit schedule property and creating nuisance. She agreed to resolve immediately, but she did not resolve. I did not issue notice to defendant No.1 for failure to resolve. I did not issue any notice to Plaintiffs. I did not file any complaint before any authority. The said interference continued constantly. I visited the site after 3rd week of March-2024, but i do not remember how many times. Every time i went, there was interference. I never filed complaint before the authorities. Another 2-3 times i met defendant No.1 along with my father. I am not aware that all these above answers are not captured in my plaint in O.S. No.2897/2024.

(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.