

Witness present and duly sworn on 21.10.2024.

Further Cross Examination of Sri. MRS Advocate for Plaintiff :-

Ex.P12 sale deed executed by my brother with my consent to the name of plaintiff. Ex.P12 sale deed executed by my brother Sri. Manohar Nichani to the plaintiff over his 1/6 th share right in the A schedule property. It is true Ex.P13 sale deed executed by my brother Sri. Lakshman Nichani to the plaintiff over his 1/6th share right in the A schedule property. It is true Ex.P13 sale deed executed by my brother Sri. Lakshman V Nichani to the plaintiff with my consent. Sri. Nandalal V. Nichani is my brother. Sri. Nandalal V. Nichani have been executed Ex.P14 sale deed to the plaintiff over his 1/6th share in the A schedule property. Sri. Nandalal V. Nichani have been executed the Ex.P14 sale deed to Plaintiff with my consent. It is true only after known the contents of Ex.P12 to Ex.P14 sale deed that I have been put my signature as consenting witness. I know the contents of para No.8 which described under Ex.P12 to 14 sale deed. It is not correct to suggested as per para No.8 which described at Ex.P12 to 14

sale deed that I have undertake with the Plaintiff to sell my 1/6th share property to the plaintiff only. It is not correct to suggested that I have been undertake to seel my 1/6th share in the A schedule property, the Plaintiff have been purchased the property in A schedule belonging to my other 4 brothers. It is not correct to suggested though that I have undertake to sell the 1/6th share in the A schedule property to the Plaintiff that I am now deposing falsely at before the court in this regard. The plaintiff have purchased the A schedule property from my brother by investing Rs.63,75,000/- to each of my brother as sale consideration. It is true including me and my brother each have equal share in the A schedule property at the rate of 1/6th share. It is not correct to suggested, that I have been agreed with the plaintiff to sell my 1/6th share in the A schedule property to a tone of Rs.63,75,000/- as sale consideration. It is true defendant No.2 and 3 are my sons. It is not correct to suggested, myself is an absolute owner of 1/6th undivided share in the A schedule property and not by defendant No.2 and 3. Since defendant No.2 and 3 are my

sons, defendant No.2 and 3 have also the right in the A schedule property. That I have no peace of evidence to show defendant No.2 and 3 have also the right and ownership in A schedule property at the rate of 1/6th share. The suit at Ex.D1 in OS No.4970/2006 filed by me and my sons. Ex.D1 suit in OS No.4970/2006 filed by me and my sons in against to plaintiff of this suit. As to prepare the draft in OS No.4970/2006 that I have given the instruction to my Counsel. Wherein the suit in OS No.4970/2006 that I have produced some of the documents at before the court in favour of me. In against the plaintiff of this suit that I have lodged the complaint at before the police before I launched the suit in OS No.4970/2006. It is not correct to suggested neither the Plaintiff nor his agent never attempt to interfere with my possession of suit schedule property. It is not correct to suggested, the charge made in against the plaintiff at para No.8 of my evidence affidavit are all false. It is not correct to suggested, just to make an harassment to the Plaintiff of this suit that I have been filed a suit in OS No.4970/2006 as per at Ex.D1. It is not correct to

suggested, that I bound to executed the sale deed upon my 1/6th undivided share at in the A schedule property to the Plaintiff for valuable consideration of Rs.63,75,000/. It is not correct to suggested, just to make demand for high cost than Rs.63,75,000/, that I have denied to executed the sale deed in favour of the plaintiff upon my 1/6th undivided share in the A schedule property.

Re-examination: Nil.

(Typed to my dictation in open Court)

R.O.I. & A.C.

(R. Onkarappa)
V ACC & SJ, Bengaluru.