

DATED: 25.01.2023 DW1 PRESENT AND
OATH IS ADMINISTERED.

CROSS EXAMINATION BY TSR ADVOCATE
FOR PLAINTIFF:

Defendant No.1 is my wife. My wife is unable to move around.

Question:- What is the personal inconvenience to your wife to depose before the Court?

Question is irrelevant, as General Power of Attorney holder has come on record after allowing the I.A.

Question:- Defendant No.1 has purposely has not come to before this Court fearing that the truth would come out?

Question is irrelevant, as General Power of Attorney holder has come on record after allowing the I.A.

Suit schedule property is a portion of old Survey No.13 and New Survey No.14/2 of Chikkasandra village. It is true that towards the East-West it is 30 feet, North-South is 68 feet. Witness volunteers that towards the western

side it is 69 feet. It is true that Old Survey No.13 and New Survey No.14/2 property belong to Vijendra Raju. I purchased the schedule property from Defendant No.3. Defendant No.3 had got the schedule property from the son of Vijendra Raju who is Arun Kumar (Defendant No.5). Defendant No.5 had got the schedule property through Gift deed from his brother. Defendant No.4 got the suit schedule property from his father Vijendra Raju. I do not remember how Defendant No.4 got the schedule property in his name from his father. I have enquired my wife how Defendant No.4 got the property from his father in order to convey the same to Defendant No.5. I have to check whether I have any documents to show how Defendant No.4 got the suit schedule property from his father. Vijendra Raju died on 28.03.1994. I do not know whether P. Murthy had given power of attorney in favour of GurupadeGowda S/o Uddanaiah as to suit schedule property. I do not know the General Power of Attorney holder GurupadeGowda whether I had sold the suit schedule property to the Plaintiff on 02.11.1995. It is false to suggest that on the basis of the Sale deed

executed by General Power of Attorney holder Gurupade Gowda, Plaintiff is in possession of the suit schedule property. I do not know prior to the ownership and possession of the Plaintiff whether P. Murthy was having the ownership and possession of suit schedule property. My wife had verified as to the possession and ownership of the schedule property at the time of purchase on 15.03.2016. I do not know the contents of the Encumbrance Certificate now produced before me. I have done my Diploma. I know to read and write in Kannada and English language. The document now shown to me is the Encumbrance Certificate – Ex.P.4, it is pertaining to the period from 01.04.1984 to 31.03.2004. It is stated in the said Encumbrance Certificate that P. Murthy had sold the schedule property in favour of the Plaintiff. Now I see Ex.P.1 Prior to purchasing of suit schedule property my wife had enquired as to the ownership and title and possession of the suit schedule property. Witness volunteers that at the time of his purchase Defendant No.3 was in possession of the property. I had got checked the Encumbrance Certificate pertaining to the period of my purchase, it

reflected the name of Defendant No.3 as to suit schedule property. I do not know whether I have produced only Form No.15 Encumbrance Certificate and not Form No.16.

Question:- If you had verified the Encumbrance Certificate pertaining to the year 1994 to 1996 you would have not purchased the suit schedule property?

Answer:- As the documents pertaining to the schedule property were valid, I purchased the suit schedule property.

At the time of my purchase I saw the Sale deed in the name of Defendant No.3, Gift deed in the name of Defendant No.5, Encumbrance Certificate, Consent letter of 5 children of Vijendra Raju and electricity bill. Ex.P.26 (Ex.D.27) is the Sale deed executed by Defendant No.3 in favour of Defendant No.1. The above documents stated to have been handed over to me have been reflected in Ex.P.26 (Ex.D.27). Later Witness volunteers that the above said documents said to have been handed over to him at the time of purchase were not reflected in Ex.P.26

(Ex.D.27). It is false to suggest that at the time of the purchase of suit schedule property we had not verified as to the ownership of Defendant No.3. It is recited in Ex.P.26 (Ex.D.27) in page No.2 that the schedule property originally belongs to V. Anil Kumar had acquired the title on the same in terms of WILL dated 14.12.1992 executed by his father A.V Raju @ A Vijendra Raju. I had secured the above said Will from my vendor Defendant No.3. I do not know whether the said Will was registered or not. I can produce the said Will before this Court within a span of one month as the original documents pertaining to the schedule property have been pledged with the Bank for the loan.

Further Cross Examination : Adjourned.

(Typed to my dictation in the open court.)

R O I & A C

(SUNITHA S G)
C/C III ACCJ, BANGALORE