

PW.2.

The witness is duly sworn on: 28.11.2025.

EXAMINATION-IN-CHIEF BY ADVOCATE FOR PLAINTIFF:-

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.

(At this stage, the advocate for Plaintiff prays time for further chief 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.**

PW.2.

The witness is duly sworn on:29.11.2025.

FURTHER EXAMINATION-IN-CHIEF BY ADVOCATE FOR PLAINTIFF:-

I have produced following documents in support of my case, which are marked as under.

Ex.P.14	Minutes of meeting dt.11.03.2023.
Ex.P.15	Minutes of meeting dt.13.03.2023.
Ex.P.16	Letter dt.13.03.2023 issued by trust to the Chief Manager, Bank of India.
Ex.P.17	Minutes of meeting dt.17.06.2023.
Ex.P.18	Minutes of meeting dt.22.12.2023.
Ex.P.19	Balance confirmation certificate dt.21.11.2025.

(At this stage, the advocate for Plaintiff prays time for further chief 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.**

PW.2.

The witness is duly sworn on:01.12.2025.

FURTHER EXAMINATION-IN-CHIEF BY ADVOCATE FOR PLAINTIFF:-

I have produced following document in support of my case, which is marked as under.

Ex.P.20	Certified copy of grant memorandum dt.30.09.2003.
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Hence, i pray to decree the suit.

CROSS EXAMINATION:- Advocate for defendant No.1 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.**

PW.2.

The witness is duly sworn on: 02.12.2025.**CROSS EXAMINATION by M.S. Shyamsundar Senior counsel for advocate for defendant No.1.**

I am aware about the evidence given by my brother as PW.1. It is true to suggest that, i being managing trustee of the Plaintiff No.1 trust, call for meetings. It is true to suggest that, defendant No.1 is also trustee of the Plaintiff No.1 trust. It is true to suggest that, all the trustees will be given notices of the trust meetings well in advance. Ex.P.14 is extract of minutes of meeting dt.11.03.2023. Minutes of meeting dt.11.03.2023 is not signed by defendant No.1. Myself and D.A. Srinivasa / PW.1 signed Minutes of meetings. It is true to suggest that, i had no impediment to produce the original minutes of meetings and resolution signed by me and D.A. Srinivasa / PW.1. It is false to suggest that, Ex.P14 is fabricated for the purpose of overcoming the cross examination contents of PW.1. I do not know if statement made in the resolution Ex.P14 "Smt. D.A. Thejeshwari abstained from the above resolution since she being interested party" do not form part of pleadings. Notice regarding Ex.P15 was issued to defendant No.1.

Q: Have you produced the copy of the meeting notice ?

Ans: I will verify.

It is true to suggest that, Ex.P15 is not signed by defendant No.1. Market value of the suit schedule property in the year 2023 was about 80 crores. I cannot recall particular account number from which payment of 70 crores was made through current account. I will have to verify if payment of Rs.70 crore was made through current account.

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Q: Whether can you specify accounts shown under Ex.P7 are current accounts ?

Ans: I will verify.

I cannot say whether Ex.P5 is current account. I disagree that, there was any payment to D.A. Srinivasa / PW.1 from trust account. It is true to suggest that, there are lot of closely held companies, firms, propitiatory concerns and individual entities who are the renders and service renders to Plaintiff No.1 trust and its institutions and various payments are made to them from the trust accounts. It is true to suggest that, defendant No.1 never gave 12.5 meters access road to the suit schedule property as averred in Ex.P.1. Except the possession certificate the photo copy which is already produced, i have no other documents to produce in this case.

It is true to suggest that, Ex.P.17 is the extract of the original. Notice on Ex.P.17 was issued to defendant No.1. I will verify whether i have produced copy of notice meeting dt.17.06.2023. It is true to suggest that, defendant No.1 has not signed Ex.P17 minutes of meeting. I have sent notice to defendant No.1 based on Ex.P17 minutes of meeting. I have to verify, if i have produced that copy of the notice. Defendant No.1 has not complied the notice.

It is true to suggest that, defendant No.1 has not signed Ex.P18 minutes of meeting. I have sent notice to defendant No.1 based on Ex.P18 minutes of meeting. I have to verify, if i have produced that copy of the notice. Defendant No.1 has not complied the notice.

It is not correct to suggest that, there is no prayer regarding access road to the suit schedule property. It is false to suggest that, Ex.P1, 14,

PW.2.

15, 17 and 18 are all fabricated. It is false to suggest that, 70 crores amount transferred from Plaintiff No.1 trust to defendant No.1 was towards general lending with condition of returning. It is false to suggest that, defendant No.1 volunteered to return the said amount and i have refused. There is never been misunderstanding or squabble with Sri. K.M. Srinivasa Murthy (husband of defendant No.1) and D.A. Srinivasa. It is true to suggest that, Sri. K.M. Srinivasa Murthy (husband of defendant No.1) has always been emotional and institutional supporter to the Plaintiffs. It is false to suggest that, this suit has been filed to denigrate and scandalize the trusteeship of defendant No.1 in Plaintiff No.1 trust. It is true to suggest that, affidavit evidence of PW.1 and mine are similar. It is false to suggest that, me and my brother / PW.1 have fabricated the documents and filed this suit. I do not have lands surrounding the suit schedule property in my own name. Witness volunteers that, trust has. It is true to suggest that, Plaintiff No.1 trust has number of lands unused around suit schedule property. It is true to suggest that, me, PW.1 and defendant No.1 are the guardians properties of Plaintiff No.1 trust.

CROSS EXAMINATION: Advocate for defendant No.2 and 3 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.**

PW.2.

The witness is duly sworn on: 03.12.2025.**CROSS EXAMINATION by advocate for defendant No.2 and 3.**

I am aware about the facts of this case as well as the defence taken by my sister defendant No.1 and her declaratory affidavit. I have not gone through the cross examination of PW.1. I am aware about the documents marked through PW.1. I was present in the court hall at the time of cross examination of PW.1 by advocate for defendant No.2 and 3. witness volunteers that, on only one day i was present. It is false to suggest that, i was recording the court proceedings at the time of cross examination of PW.1. It is true to suggest that, my mobile phone was taken to custody by the court officials and by warning it was returned. I have gone through evidence given by my brother / PW.1 in this case.

Documents Ex.D.5, 6 and 7 contain the photographs and signature of my sister defendant No.1. I am not aware whether Ex.D5 registered agreement of sale dt.07.11.2022 is executed by my sister defendant No.1 in favour of defendant No.3 with respect to the Suit Schedule property.

Q: Are you aware about the registered supplementary agreement of sale dt.16.02.2024 executed by your sister defendant No.1 in favour of defendant No.3 with respect to the Suit Schedule property ?

Ans: I will verify and comeback.

I am aware about the registered sale deed executed by my sister defendant No.1 in favour of defendant No.2 on 13.03.2024 as per Ex.D.7 with respect to the Suit Schedule property. I am aware about the public notice Ex.P.3 dt.14.02.2024. As per Ex.P.3 it is notified to the public

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that my sister defendant No.1 is going to sell the suit schedule property to unnamed client. After seeing the Ex.P.3 Plaintiff No.1 trust did not write to the defendant No.1 enquiring as to whom she proposes to sell the Suit Schedule property.

Plaintiff No.1 trust having its Legal Department. Plaintiff No.1 trust having lawyers to advise its day to day affairs. After the date of Ex.P.3 Plaintiff No.1 trust instructed the lawyer's to apply for Encumbrance certificate about the suit schedule property. I am not aware if encumbrance certificate disclose about the registered agreements of sale executed by defendant No.1 in favour defendant No.3 in respect of Suit Schedule property. After seeing Ex.P.3 public notice Plaintiff No.1 trust did not enquire from the advocates who issued Ex.P3 as to on whose behalf they issued notice. I am not aware if the Plaintiff No.1 trust write to the advocates who issued Ex.P3 notice, objecting the proposed transaction.

Witness confronted to the sketch annexed to Ex.D.7 sale deed wherein she identified suit Sy No.129/1C. Land in Sy No.130 lies on either side of the road. The land shown as darkest portion in the sketch is allotted to Plaintiff No.1 trust under Ex.P.20. The said darkest portion in the sketch is marked as **(a), (b), (c) and (d)** for the purpose of identification. The property shown as Sy No.129/1C is the suit schedule property. The suit schedule property in Sy No.129/1C is marked as **(e), (f), (g), (h) and (je)** for the purpose of identification. I am not aware that Sy No.129/1A and 129/B3 which is situated to the north of portion marked as **(a), (b), (c) and (d)** belong to Goyal Family. I am not further aware that Goyal Family sold these properties to

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defendant No.3. I am not aware who is the owner of the land in Sy No.129/B1 which is situated on south east of the suit schedule property. I am not aware who owns land Sy No.128 which is to the West of the Suit Schedule property. Similarly i am not aware who owns lands Sy No.127 which lies to the West of the Sy No.128. I am not aware that, Sy No.127 and southern half portion of Sy No.128 are purchased by defendant No.3. I am not aware that defendant No.3 has purchased all surrounding lands to suit schedule property.

It is true to suggest that, Ex.P.14 does not bear signatures of any of the trustees of Plaintiff No.1 trust. It is true to suggest that, Ex.P14 indicates after the meeting dt.18.11.2022 next meeting held on 11.03.2023 and nothing in between. It is true to suggest that, the conditions in Ex.P.14 meeting are incorporated into Ex.P15 meeting. Ex.P.15 contains the signatures of the trustees present in the meeting, but Ex.P.14 do not contains any signatures of the trustees. The sentence found in Ex.P14 “and Smt. D.A. Thejeshwari agreed to the proposal” is not found in Ex.P.15. I am aware of the stand taken by defendant No.1 in her written statement, that she never agreed to sell the suit schedule property to Plaintiff No.1 trust. This stand taken by defendant No.1 is never discussed in any of the trust meetings. I am also aware the stand taken by defendant No.1 in her written statement that she has already entered into registered agreement of sale regarding sale of Suit Schedule property dt.07.11.2022 and therefore question of selling the Suit Schedule property to Plaintiff No.1 trust do not arise. This stand taken by defendant No.1 is never discussed in any of the trust meetings.

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It is true to suggest that, the Suit Schedule property does not have road access. In Ex.P.14 it is mentioned that the road access shall be provided within 3 months by defendant No.1 or else she will refund the money with interest at 15% p.a. It is true to suggest that, providing access road was the pre-condition for the Plaintiff No.1 trust to purchase of Suit Schedule property. It is true to suggest that, the condition of providing road access is not mentioned in Ex.P.15. It is true to suggest that, Ex.P.17 and 18 do not contain signatures of the trustees present in the meetings. It is true to suggest that, under Ex.P.18 the time for providing road access was extended till 23.04.2024. It is true to suggest that, before that date i.e., on 13.03.2024 defendant No.2 purchased the suit schedule property under Ex.D.7 sale deed. Looking to Ex.P.14, 15, 17 and 18 it do not indicate presence of defendant No.1 in trust meetings.

Q: Looking at the stand taken by defendant No.1 in her written statement coupled with her absence appearing in Ex.P.14, 15, 17 and 18 it would appear that you and your brother / PW.1 concocted Ex.P.1 in order to the knock of the suit schedule property from defendant No.1.

Ans: False.

Q: What is the due diligence conducted by Plaintiff No.1 trust regarding the legal and marketable title of defendant No.1 prior to 13.03.2023 ?

Ans: Plaintiff No.1 trust obtained encumbrance certificate in 2021.

Q: Did Plaintiff No.1 trust obtain encumbrance certificate regarding Suit Schedule property before payment of Rs.70 crores ?

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Ans: No, it was only obtained in 2021.

Plaintiff No.1 trust is public trust, having the objects mentioned in para No.1 of my affidavit in lieu of examination in chief. Before paying Rs.70 crores Plaintiff No.1 trust obtained legal opinion in respect of Suit Schedule property. The said legal opinion is not produced before the court. It is true to suggest that, the said legal opinion is not mentioned in my affidavit in lieu of examination in chief. It is true to suggest that, PW.1 has also not mentioned about said legal opinion in his evidence. It is false to suggest that, since there is no legal opinion obtained hence I have not produced in this case. The said legal opinion refers to the Encumbrance certificate of the year 2021. It is true to suggest that, no Encumbrance certificate regarding suit schedule property is obtained in the 2023.

(At this stage, The advocate for defendant No.2 and 3 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.