

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 reimbursed 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.