

The witness is duly sworn on: 05.06.2026.

CROSS EXAMINATION BY ADVOCATE FOR DEFENDANT:-

I purchased the suit schedule property in year 2011. There are 6 flats in the building. Suit Schedule property is consisting of 855 sq.ft., with covered car parking totally 1035 sq.ft. It is true to suggest that, defendant was inducted as a tenant on 15.09.2017. Till today defendant is paying rent regularly except 1 month. Defendant is paying the amount through online. It is false to suggest that, one month rent was paid through cash. In the year 2017 monthly rent was Rs.17,850/- + maintenance charges. Initially defendant was paying maintenance charge directly to the maintenance team. It is false to suggest that, on 20.04.2024 i insisted defendant to pay the rent including maintenance charges. Witness volunteers that, after Covid-19 from 15.01.2021 management decided to collect maintenance the charges from the owner of the flats. It is true to suggest that, from 20.04.2024 defendant is depositing the rent amount of Rs.19,500/- per month including maintenance. Witness volunteers that, defendant himself decided the rent and pay. It is true to suggest that, initially rent was decided mutually. It is true to suggest that, there was no any written agreement between me and defendant. Witness volunteers that, i insisted for written agreement but defendant went on postponing. I have not issued notice to the defendant to execute written agreement. It

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is false to suggest that, i denied to execute written agreement to the defendant.

(At this stage, The advocate for defendant 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: 12.06.2026.

FURTHER CROSS EXAMINATION BY ADVOCATE FOR DEFENDANT:-

I have not sent to draft agreement to defendant through post for getting signature. I have no any document to show that, i made attempt to get the agreement signed. It is false to suggest that, i have not made any attempt to get the agreement hence i have not produced any documents. From January-2021 till today defendant is paying lessor rent. Defendant paid Rs.19,500/- rent including maintenance for the month of May-2026. Defendant paid rent of Rs.16,000/- from January-2021. It is false to suggest that, during Covid-19 i told the defendant to pay lessor rent. There is no document to show that defendant agreed for increase of rent at the rate of 5% every year. Witness volunteers that, it was oral agreement. I have not issued any notice to the defendant for increase of 5% of rent. It is true to suggest that, on 16.07.2025 i issued notice first time to pay the arrears and enhancement of rent. It is true to suggest that, from 16.07.2025 to 01.09.2025 i have issued notice, eviction notice and 3 reminders totally 5 notices.

Q: What is impediment for issuing notice from 2017 till 16.07.2025 ?

Ans: Defendant was threatening.

I went to police station, but not filed compliant. I wanted to settle the dispute amicably hence, i did not issue notice till

16.07.2025. It is false to suggest that, there was no any threat from defendant hence, i did not file compliant before police. It is true to suggest that, from the year 2017 i am receiving rent regularly. Witness volunteers that, defendant was varying the rent. Defendant was directly crediting the rent to my account hence i had no option to refuse the rent. I have not returned the rent amount to the defendant. It is false to suggest that, schedule property was not in tenable condition hence i did not entered into written agreement and there was no condition of enhancement of 5% every year.

There is owners association in the apartment. There are only 6 flats hence, it is informal association. I have not produced any document to show that i am paying Rs.1,900/- per month towards maintenance. We use to pay salary of security person through online. I have not produced document regarding salary of security person. It is false to suggest that, there is no any security person in our apartment hence i have not produced document. Since 2017 i have visited schedule property more than 20 times. I have not spent any amount towards the repair of schedule premises. It is false to suggest that, defendant has spent Rs.2,50,00/- towards removal of drainage blockage, repair of tails and hardware items.

I have not produced any document to show that in that area property equal to schedule premises fetches rent of

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Rs.35,000/- per month. It is false to suggest that, schedule property will not fetch rent of more than Rs.15,000/- per month as it is not in tenable condition. It is false to suggest that, i insisted defendant to continue in the schedule premises as nobody will come to the schedule property as tenant. It is false to suggest that, in the absence of oral or written rent agreement i have filed false suit and wrongly claiming the damages.

RE-EXAMINATION: NIL

(Typed to my dictation in open court).

R.O.I &A.C.,

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