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Witness is recalled and duly sworn on 11.09.2023.

Cross-Examination by Adv. for accused :

I have given the complaint against the Accused for 2 reasons i.e., Accused has not returned the loan amount and he told me to invest to run the coffee shop and he took the money and not allowed me to run the shop, therefore I have filed this complaint. I have not produced any agreement copy to show that the interior work will be done for Rs. 6 Lakhs, witness volunteers that it was a oral agreement. There is no any document to show that the said expenditure of the interior should be beared equally. I not produced any separate document to show that I have paid Rs. 3,95,955/- to Accused for interior decoration, but the same is mentioned in the partnership deed. It is false to suggest that, I had not given the above said money to the Accused for interior decoration. Accused is an architect, he takes construction contracts also. I do not know whether he does the interior works. I do not know whether Accused is having shop as Central Kitchen at Indiranagar.

There was no any agreement for the interior decoration work which should be completed within 15 days. On 09.10.2014 he started interior decoration. But he did not complete the interior decoration. In the mean time we opened the shop. It is false to suggest that, I had taken the franchisee

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from the Accused to start the Kumbakonam Traditional Coffee Shop. Witness volunteers that we started under partnership. The measurement of shop premises is 450 x 500 sq ft. It is false to suggest that, along with interior work, I also allotted flooring and construction work to Accused. It is false to suggest that, I have agreed to Accused to do the interior flooring work and construction work for Rs. 13,34,519/-. It is true to suggest that, myself and Accused have entered into partnership deed in respect of Kumbakonam Traditional Coffee Shop. It may be true that in partnership deed we mentioned that in the shop we should sell the foods in Kumbakonam style. It is false to suggest that, on 28.11.2014 Accused started work in the premises and finished the same in 10.02.2015. It is false to suggest that, I have filed the suit against the Accused for the recovery of money in respect of the present partnership deed. Witness volunteers that the said suit is for different transaction. It is true to suggest that, I have also led the chief examination and cross-examination in the said case. Witness was shown the chief examination affidavit along with cross-examination in OS No. 6571/2017, the same is marked as Ex.D1. Witness identified the chief examination of the Accused in OS No. 6591/2017, same is marked as Ex.D2. Witness was shown the certified copy of the voucher, after seeing the said document witness deposes that the said document is in respect of the transaction b/w my daughter and Accused and not with me and Accused. Witness

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after perusing all the vouchers, deposes that the said documents are fabricated. It is true to suggest that, the said documents are marked in Civil Court.

I know Accused since 2013. It is false to suggest that, I know the Accused since 10 years at the time of giving complaint. It is false to suggest that, as there were many transactions between myself and Accused therefore many times I have visited abroad. Witness volunteers that only one time I went to abroad for expanding the coffee shop. My husband is a fitness trainer. It is true to suggest that, on 18.11.2016 Accused has issued notice to me. Witness volunteers that the said notice contains false information. It is false to suggest that, after receiving the said notice, I agreed to Accused to repay the amount as claimed in the notice and postponed the same for two months. It is false to suggest that, inorder to over come from the liabilities, I have filed false complaint against the Accused. I opened the Kumbakonam Traditional Coffee Shop on 22.02.2015. It is true to suggest that, the lease agreement to run the shop was made in my name. Witness volunteers that as the Accused was not able to pay money and told me to get the agreement in my name. There was no any agreement for the above said terms. We run the coffee shop for a period of 4 months. But we actually surrender the coffee shop on 15.04.2016. It is false to suggest

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that, we run the shop for 1 ½ years. Witness volunteers we run the said shop for 1 year 2 months.

It is false to suggest that, during said period the Accused has sent the food items from the Central Kitchen to the Kumbakonam Traditional Coffee Shop worth of Rs. 5 lakhs. It is true to suggest that, I was running the said shop, but Accused was also partner. It is true to suggest that, we have not obtained the licensee for BBMP to run the said shop. Witness volunteers that I had filled the license form and put signature of myself and witnesses and then I sent the same to Accused but he did not sign the said document. The police have not seized the interior materials from my shop but I have made the valuation of the said materials. I have not issued any notice to Accused while making the valuation of the said materials, but I have orally informed him. It is false to suggest that, in the absence of Accused we have created the said valuation report. It is false to suggest that, CW3 to 5 are my employees. We have not opened the joint account because I had taken the bank opening account form, I filled all the information, sent to the Accused. But he did not returned the same after signing the said form.

It is false to suggest that, the shop was running successfully, as I had not obtained the license therefore BBMP official closed the shop. I have not produced the books

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of account of our partnership firm to the court. After compliant police have conducted the spot panchanama at my office. My office is at Domblur. It is true to suggest that, the coffee is situated at shop no. 24, Vivekananda Road, Old Madras Road. It is true to suggest that, at the shop there was no any mahazar or any panchanama. It is true to suggest that, I have taken the lease amount back from the owner, as I have paid the same. Before surrendering the lease, I have intimated the same to Accused and he had replied the same through mail. It is false to suggest that, after surrendering the lease I have sold all the materials from the shop for higher price. Witness volunteers that the Accused told me to keep the same in his shed.

It is true to suggest that, I have paid Rs. 10 lakhs two times to the Accused. Witness volunteers that she has given Rs. 25,000/-. It is true to suggest that, we have made an agreement for the first payment of Rs. 10 lakhs with Accused on 04.08.2014. For the second time, there was no loan agreement, but Accused has issued pronote and I had returned the same to Accused as he repaid the said amount. It is false to suggest that, the total expenditure toward the Kumbakonam Traditional Coffee Shop is Rs.13,34,519/- and food supplied by the Accused through our shop is Rs. 5 lakhs. It is false to suggest that, for the above said transaction myself and my daughter have paid Rs. 10 lakhs to Accused. It

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is false to suggest that, I am due of Rs. 8,34,519/- to the Accused. It is false to suggest that, due to misunderstanding with Accused I have filed this false case against Accused. It is false to suggest that, though Accused have not committed any offense, out of vengeance I have filed false complaint against Accused. It is false to suggest that, as I know the Accused I got done many transactions through Accused.

Re-Examination : Nil

(Typed to my dictation in open Court).

R O I & A C

I ACMM, Bengaluru.