

Com.OS.945/2021

PW.1

Komala S.P.

DATED: 24.03.2025 PW.1 PRESENT AND OATH IS ADMINISTERED.

FURTHER CROSS EXAMINATION BY Sri.A.S.G ADVOCATE FOR DEFENDANT:

I have no document to show that the defendant Smt.Asha is the proprietor of Purple Tree Unisex Saloon. I have no documents to prove that I handed over possession of the saloon to defendant. Witness volunteers that even before 03.08.2018 the defendant was in possession of the saloon and therefore, her possession was came to be continued by the virtue of agreement dated 03.08.2018. It is true to suggest that before execution of agreement dated 03.08.2018 defendant was the Manager of saloon. It is false to suggest that even after execution of agreement dated 03.08.2018 the defendant continued to be the Manager of the saloon. It is not true to suggest that I requested the defendant to run the saloon on the promise that, in the due course I would get the lease deed transferred into her name through the landlord. It is true to suggest that I wrote two letters vide Ex.D.12 and 14 requesting the landlord to transfer the leasehold rights to the defendant. It is true to suggest that Ex.D.16 is the letter written by landlord to me. It is true to suggest that in Ex.D.16 the landlord intimated me that I have violated the terms of the lease by subletting the property and therefore, he would not transfer the leasehold rights

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to the defendant Smt.Asha. I have no knowledge about the fact you suggest that on 25.02.2019 landlord Naga evicted the defendant from the agreement schedule property. I am not aware of the fact you suggest that soon after the landlord Nagar evicted the defendant from the agreement schedule property, he let out the same property to some other person to run the business in the name of Expression Unisex Saloon. It is true to suggest that Purple Tree Unisex Saloon was situated above the More Super Market in R.T.Nagar, Bengaluru. I have not produced any documents to show that the landlord Naga requested the defendant to pay the arrears of rent. It is not true to suggest that I completely shifted burden of paying the arrears of rent on defendant Smt.Asha. I have no document to show that the defendant Smt.Asha was paying the rents to the landlord Naga. Initially I had obtained the Trade License to run Purple Tree Saloon in my name. Since the LLP was not registered I was compelled to get the trade license registered in my name. I am aware that without obtaining trade license one should not run the business. I am aware that if the license is not obtained the BBMP would imposed penalty. It is true to suggest that I have not obtained license in the name of Golden Ratio Health Care LLP. Witness volunteers that since I had obtained the license in my individual name I did not obtained license in the name of LLP. It is true to suggest that

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at the time of entering into agreement dated 03.08.2018 the license issued in my favour of lapsed. It is true to suggest that on 28.02.2018 the license was lapsed. Witness volunteers that at the time of entering into agreement, the defendant undertook to get the license register her name I did not make any attempt to get my license renewed. I am not aware of the fact that to get the trade license, the agreement with the landlord is necessary. I handed over all the receipts pertaining to stock-in trade to the defendant. It is true to suggest that I was not the absolute owner of the agreement schedule premises. It is true to suggest that I had no absolute rights to sell the agreement schedule premises. It is not true to suggest that before entering into agreement dated 03.08.2018 I was required to get the consent of the owner of the schedule premises. It is not true to suggest that in ordered to avoid the liability of Rs.27,00,000/- to the defendant, I have filed the present false suit against the defendant.

(Upon the request of advocate for defendant further cross examination deferred)

(Typed to my dictation in the open Court.)

R O I & A C

**(JITHENDRANATH C.S.)
LXXXVI ACC & SJ, BENGALURU.**

