

Witness called and duly sworn on 06.12.2022.

Cross-examination by Sri.A.S.G Advocate for Defendant :

It is true that I am representing Mohammed Ali through the GPA and filed the present suit. Ex.P.15 is executed at Chattisgarh. I was not present at the time of signing the GPA-Ex.P.15 before the notary at Chattisgarh. I do not know whether my presence is necessary before the notary for the execution of the GPA-Ex.P.15 at Chattisgarh and as such Ex.P.15 is not valid document. It is true that as per Ex.P.15 the jurisdiction of the court is mentioned as Salem Court. It is true that Ex.P.15 does not bear my signature on the column above the 'accepted by attorney'. It is true that I have entered into indenture of lease deed dated 25.09.2017 with S.Naga. Now the witness is confronted with the copy of the indenture of lease deed dated 25.09.2017 and the same is admitted and marked as Ex.D.1. It is true that indenture of lease deed dated 25.09.2017 is registered before the office of the sub-registrar Gandhinagar.

Q: As per Ex.D.1 you did not have the power to sublet the premises as shown in the said deed?

A: I have not sublet the lease premises.

It is true that I have entered into limited liability partnership with the plaintiff Mohammad Ali on 07.11.2017. Now the witness is

confronted with the copy of the Limited Liability Partnership with plaintiff dated 07.11.2017 and the same is admitted and marked as Ex.D.2. It is true that I have entered into Limited Liability Partnership with the plaintiff for the purpose of the establishment of Golden Ratio Health Care LLP. It is true that the said Golden Ratio Health Care LLP is registered before the Government of India corporate affairs. The said document is confronted and the witness admits and marked as Ex.D.3. It is true that after the incorporation of Golden Ratio Health Care LLP, the plaintiff and myself have established Purple Tree Unisex Saloon. It is true that we have obtained licence from BBMP for running the Purple Tree Unisex Saloon. The licence is confronted and the witness admits and marked as Ex.D.4. It is true that the licence is period valid from 22.11.2017 to 28.02.2018. It is true that Ex.D.4 is subject to renewal on or before 28.02.2018. It is true that the licence subsequent to 28.02.2018 is not renewed. It is true that defendant Asha joined our Purple Tree Unisex Saloon as a Manager and was looking after day to day affairs. It is false to suggest that in order to make the Purple Tree Unisex Saloon as a trendy, we i.e., plaintiff and myself as Komala.S. have requested the amount from the defendant. It is true that I have entered into sale receipt dated 24.02.2018 with

Chethan Kumar i.e., husband of Asha. It is true that the sale receipt discloses that I have agreed to sell the aforesaid Saloon to the defendant for Rs.68,00,000/- and already received of Rs.27,00,000/-.

It is true that I have entered into another sale receipt dated 23.02.2018 for selling the aforesaid Saloon for Rs.56,00,000/- instead of Rs.68,00,000/- as noted in Ex.P.18. Now the witness confronted with the sale receipt dated 23.02.2018 and the witness admits and the same is marked as Ex.D.5. Witness volunteers she is not in custody of Ex.D.5. It is true that I have stated the plaint that initially I have agreed to sell the Saloon for Rs.68,00,000/- and thereafter there was a negotiation and entered into an another agreement for the sale of Rs.56,00,000/-. It is true that Ex.D.5 was entered into prior to Ex.P.18. It is false to suggest that plaintiff and the defendant have agreed for the sale consideration to sell the Saloon for Rs.56,00,000/- only.

Q: When you have agreed to sell the Saloon for Rs.56,00,000/- then why was there was another negotiation for Rs.68,00,000/-?

A: The defendant informed that they need the investor and wanted to prays funds from bank and other investors and as such the sale receipt at Ex.P.18 mentions the amount of Rs.68,00,000/-.

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It is false to suggest that I had intention to show to the other buyers that the Saloon is worth Rs.68,00,000/- and on account of the same I have got another receipt with the defendant for Rs.68,00,000/- and I have undertaken to repay the amount of Rs.27,00,000/- to the defendant.

(For further cross examination deferred on request)

(Typed to my dictation in the open court)

R.O.I. & A.C.

**[Nerale Veerabhadraiah Bhavani]
LXXXVI ADDL. CITY CIVIL JUDGE
BENGALURU CITY.**