

Witness called and duly sworn on 02.01.2023.

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

It is true that I have stated in the complaint dated 04.10.2018 at Ex.D.7 that as per the agreement dated 03.08.2018 if Smt.Asha is not able to pay the remaining money of Rs.29,00,000/- then they will be right full owners of 51% takes in the Saloon and the said Saloon will be managed by independent manager appointed with the consent of all the three partners in the Golden Ratio Health Care LLP.

Q: Have you taken any steps for the appointment of the independent manager?

A: No. Witness volunteers that after the cheque bounce the defendant wanted the entire stake of the Saloon.

Q: Why did you gave the complaint at Ex.D.7?

A: I was prevented from entering into the Saloon. Witness further volunteers that she is only asking to act in terms of the agreement and on account of the same she has approached the police. Witness further says that the defendant (husband and wife) had threatened her and the main reason to lodged the complaint.

It is true that I have not stated any where in the complaint except Ex.D.7 that the defendant has threatened me. It is true that I

have approached the police in my individual capacity for directing the defendant Smt.Asha for the appointment of the independent manager to run the Saloon, to repair the furniture and if the same is not possible then the Saloon may be sold to third party as per Ex.D.7.

Q: Did anybody forced you to withdraw the complaint at Ex.D.7?

A: Nobody. Witness volunteers she has not withdrawn the complaint.

Q: Can you say who has forced you to get the matter settled before the police as per Ex.D.8?

A: Smt.Asha and her people and the police officials.

I do not remember the name of the police officials. Witness volunteers there was a lady sub-inspector.

Q: Can you summon the police officials to give evidence before the Court that they have pressurized you to settle the matter?

A: They were many police officials. I do not remember their names and as such I cannot summon them.

It is true that I have intimated to the defendant in regard to the termination notice issued by the landlord Naga and thereafter I have informed the defendant to pay the arrears of rent to the landlord Naga and in case the defendant does not pay the arrears to act in

terms of the termination notice. I do not know whether the Saloon business was closed on account of non payment of arrears of rent.

Q: Both myself as well as the defendant have not challenge the termination notice?

A: Yes.

Q: On account of non challenging the termination notice, the business of the Saloon is closed?

A: Might be closed. Witness further volunteers that the defendant may be running the Saloon in the different name.

I do not have any document to show that the defendant is running the Saloon in the different name. Witness volunteers that she has not visited the Saloon after the lodging of the complaint at Ex.D.7 and the defendant is saying the Saloon is closed.

Q: If the defendant pays the amount of Rs.29,00,000/-, are you ready to hand over the Saloon?

A: The defendant is in possession of the Saloon.

Q: Do you have any document to show that the defendant is running the Saloon in the subject matter of the premises?

A: The defendant herself admitted that she is running the Saloon. Witness volunteers that she has given all the documents such as

cancellation of licence to the defendant, details of the equipment to raise the loan and the defendant is in possession of the Saloon.

Q: Have you produced any document to show that the landlord Naga had permitted the defendant to occupy the premises of the Saloon?

A: I am selling my business and why would I need the permission of the landlord Naga to sell the business. Witness volunteers that she has not taken the advance amount from the landlord Naga and the landlord Naga is aware that the defendant will take over the Saloon business.

Q: Do you know that the landlord Naga had issued the termination notice by stating that you have sub-lease the premises?

A: Yes. Witness volunteers that landlord Naga was aware that the Saloon business was sold and the defendant will run the Saloon business.

Q: Do you have any written documents to show that the landlord Naga had a knowledge about the selling of Saloon business to the defendant and the defendant taking over the Saloon business from the plaintiff?

Com.OS.945/2021

PW.1

Komala S.P.

A: Landlord Naga had called for a negotiation. Except for calling for the negotiation, there is no document. I do not remember the date of negotiation.

It is true that the defendant had joined the Saloon as a Manager. I do not remember the exact salary paid to the defendant. It may be around rupees 25 to 30 thousand per month. I have made payments through cheque as well as cash. I have paid the salary to the defendant till the husband of the defendant approached for purchasing of the Saloon. I have not produced any document to show that I have paid the salary to the defendant. Witness volunteers she can produce the document to that effect. It is false to suggest that I am deposing falsely and filed a false case. It is false to suggest that I am liable to pay Rs.29,00,000/- to the defendant along with interest.

Re-examination: Nil.

(Typed to my dictation in the open court)

R.O.I. & A.C.

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