

**Witness present and duly sworn on 25.10.2025.**

**Further cross examination by Sri.HPL advocate for the D.Hr:-**

12. It is true to suggest that under Ex.P.53 JDA, the possession of the schedule property was delivered to me on the date of JDA itself. It is true to suggest that entire control of said property was handed over to me for the purpose of development. It is true to suggest that as per Ex.P.53 JDA clause 8(4) I was bound to complete the construction work within 24 months, which was extendable for further period of 6 months in the event of force majeure. Witness volunteers that the construction was delayed due to pendency of cases with regard to land disputes. I had sought extension of time to D.Hrs in writing for aforesaid reasons. Witness volunteers that subsequently consent deed was also executed in that regard. It is true to suggest that it was further agreed between parties that in the event I failed to complete the construction within stipulated time, the parties are at

liberty to approach Arbitration. It is true to suggest that in Ex.P.11 consent deed it is not incorporated about extension of time beyond 30 months.

13. I have not obtained any consent from D.Hrs/Landlords for entrusting construction work of the project to AMR constructions. It is false to say that I appear in Arbitration case No.72/2021 after issuance of notice by way of paper publication. Witness volunteers that I appeared in said case after knowing about it at the site. It is true to suggest that said Arbitration case was settled between myself and decree holders. It is true to suggest that my address shown in cause title of Ex.P.17 Arbitration case and cause title of this case are similar. It is true to suggest that as per Compromise Petition in Arbitration case, I agreed to complete construction work on or before 26.06.2022. Witness volunteers that construction was already completed at that time and in order to close the case we compromised the matter. It is

true to suggest that there was no impediment to mention in Ex.P.17 Compromise Petition with regard to completion of construction work. Witness volunteers that it did not come to my notice.

14. It is false to say that as per said agreement if I failed to complete the construction work before 26.06.2022, I will forgo the right accrued to me under Ex.P.53 JDA. Witness volunteers that building construction work was completed. It is false to say that on the date of Ex.P.17 compromise agreement, the building construction was not completed. It is true to suggest that in order to ascertain completion of construction of building, we need to obtain completion certificate from concerned Engineer. I have not produced such completion certificate before Arbitration case and this case. It is false to suggest that I have violated the terms and conditions of Ex.P.17 compromise petition dated 13.12.2021. It is false to say that for the said

reason I have not right over suit schedule property after 26.06.2022. It is true to suggest that after 13.12.2021 I have not intimated D.Hr with regard to change of my address from address mentioned in Arbitration compromise petition. I do not know if as per Ex.P.1 appeal memo right of LR's of T.Narayana Reddy in OS No.58/1992 was extinguished. I am aware about OS No.999/2024 filed by one Devaraju against decree holders. It is true to suggest that in said case the plaintiff had demanded 50 blocks allot-able to D.Hr No.2 D.Venkatesh. It is true to suggest that said suit was not filed against me. Witness volunteers that they had disputed our land. It is true to suggest that there was no injunction against me in said suit restraining from leasing any property to D.Hr No.2.

15. It is true to suggest that we have filed OS No.489/2022 as per Ex.P.30. It is true to suggest that in said suit decree holders are not party. It is true to

suggest that on 12.11.2024, D.Hr No.2 had issued legal notice to me as per Ex.P.33. It is true to suggest that said notice bears my address as No.25, ITI colony, HSR Layout, Bengaluru - 68. It is true to suggest that same address is mentioned in respect of my name and my office. It is true to suggest that I have not intimated in writing about change of my said address to landlords/D.Hrs. It is true to suggest that said notice was issued intimating bounce of cheque of Rs.25 lakhs. It is false to suggest that after dishonor of above cheque due to closure of account D.Hr themselves found out my address mentioned in Ex.P.33 out of fear of loosing money.

16. It is true to suggest that except Ex.P.41 photo, Ex.P.42 to 48 photos do not bear dates. I have not produced CD or PEN drive to show dates of remaining photos. It is false to suggest that I have edited date of Ex.P.41 photo. It is false to suggest that after alleged

violation of Ex.P.17 compromise petition terms, D.Hr No.2 himself has completed the construction of building shown in Ex.P.41 to P.48. It is false to suggest that D.Hr No.2 incurred nearly Rs.3.5 to Rs.4 crores for completion of skeleton building raised by us. My native place is Ittaganahally. It is true to suggest that after cancellation of JDA and GPA executed in my name, I have filed WP No.594/2025. It is true to suggest that D.Hr No.2 appeared in said case and produced annexure R.1 to R.14 documents. It is true to suggest that D.Hr No.2 had filed revocation deed of GPA dated 08.06.2018 in said case. I do not know if in that regard the notice was issued to me on 12.06.2018 and said notice was also published in newspaper. Witness volunteers that they have not raised said point in Arbitration case. I do not know if decree holders had got published their intention to cancel JDA in Hosa Diganta Newspaper dated 17.05.2024. I do not know if notice of this case was also published by decree holders in Indian Express newspaper dated 01.10.2024.

It is true to suggest that old address of Vintage Shelters was No.14, 1<sup>st</sup> floor, 14<sup>th</sup> Main, HSR V Sector, opposite Agara Lake, Bengaluru -34. I have vacated said address in the year 2009 itself. It is true to suggest that I am being land developer will be oftenly seeing the correspondence from parties. I do not know if there is a practice of intimating the parties about change of our address. Witness volunteers that I have not issued any such intimation to any of our parties or to jurisdictional Post Master. It is true to suggest that D.Hr No.2 has filed his objections and documents in WP No.594/2025. I have understood about such objections filed by D.Hr No.2 through my lawyer. I came to know about this case at the time of a quarrel took place near our Apartment and when FIR was filed in respect of said quarrel. I myself had filed FIR in said matter against D.Hr No.2 and others. I have produced copy of said FIR in this case. (No such FIR is produced by witness).

**(At this stage, further cross examination of witness is deferred as heavy matters are posted today)**

(Typed to my dictation in the open court)

R.O.I & A.C.,

**(ANAND T. CHAVAN)**  
**LXXXIV Addl. City Civil & Sessions Judge,**  
**(CCH-85) Commercial Court, Bengaluru**