

WITNESS CALLED AND DULY SWORN ON 20.07.2023.**CROSS EXAMINATION BY SRI.R.P.K., ADVOCATE FOR THE DEFENDANT NO.9:-**

1. I am Chartered accountant. From 1998 I am working as Chartered accountant. I am practicing as Chartered accountant in Ananthapuram. Before entering into agreement I have not gone through the original documents of the suit property. When I was entered the agreement 80 to 85% of construction was completed. Father of one Mr.Praveen Kumar introduced the defendant no.9 to me.

2. I don't remember whether I have seen the General Power of Attorney executed by the other defendants in favour of defendant no.9. After filing of this suit I have verified the General Power of Attorney which is on record. I have verified the court records, I do not filed the General Power of Attorney executed by the other defendant in favour of defendant no.9. I am not aware of that, there is no General Power of Attorney executed by the other defendants in the name of defendant no.9 to appear on their behalf and defend the case before this court.

3. **Question:** Advocate for defendant shown the certified copy of agreement of sale, this agreement executed between you and defendant no.9 for purchase of one flat on 04.06.2010 ?

Answer: I don't remember.

Question: Except the agreements filed in Com.O.S.1442/2014 and Com.O.S.1443/2014, have you entered into any other agreement

with defendant no.9 ?

Answer: I don't remember, I cannot recollect as of now.

Question: Advocate for defendant shown the photograph and signature on C/C of agreement of sale dtd.04.06.2010, it is your photograph and signature ?

Answer: I cannot ascertain, I don't know whether the signature is mine.

Question: Is it, on 04.06.2010 you have entered into agreement of sale with defendant no.9 for purchase apartment bearing no.2A at property no.85/1, Gandhi Bazar, Basavanagudi, Bengaluru ?

Answer: I don't remember.

Question: On 04.06.2010, have you paid Rs.1,25,00,000/- to the defendant no.9 by agreeing to purchase apartment ?

Answer: I cannot recollect as on now.

4. I do not know who is G.Sai Pradeep. I know the Pulla Naidu. It is false to suggest that, I have also collected Special Power of Attorney in respect of property agreement dtd.04.06.2010 in favour of Pulla Naidu. I know T.Vasantha Kumar.

Question: On 25.03.2013, you and T.Vasantha Kumar has jointly purchased the property from the defendant no.9 through registered sale deed ?

Answer: I cannot recollect.

5. I don't remember how many properties were properties purchased and sold by me till this day. I can produce the I.T.

records for period of 01.04.2010 to 31.03.2022.

Question: Advocate for the defendant shown the C/C of the sale deed dtd.14.07.2016, have you sold one property along with the signature of 9th defendant to Pradeep oak on 14.07.2016 through this sale deed ?

Answer: I cannot recollect.

Question: All the above referred transactions are pertains to apartment bearing no.2 and 2A, Gandhi Bazar, Basavanagudi, Bengaluru ?

Answer: I cannot recollect.

It is false to suggest that, since I have done money lending transaction in respect to the above said documents, so I am avoiding to answer the questions. I do not remember on 09.02.2010, I have entered into agreement of sale with defendant no.9 in respect of ground floor in apartment no.31 and 31/1 situated at Bull temple road, Basavanagudi, Bengaluru.

6. I know the M.S.Manjunatha from Dharmavaram. I know G.Praveen Kumar. It is false to suggest that, on 09.02.2010, I have taken a Power of Attorney in respect of above said property in favour of Pulla Naidu executed by defendant no.9. I do not remember how many times I have visited the Sub-registrar office along with defendant no.9. I know Kotra Mallikarjuna of Dharmavaram. It is false to suggest that, I have collected Rs.60.00lakhs and interest from defendant no.9 on 04.06.2010 and cancelled the sale

agreement on 04.06.2010. It is false to suggest that, on my request Pulla Naidu and defendant no.9 executed deed of revocation of power of attorney.

7. **Question:** Did you verify whether you have entered into agreement with defendant no.9 on 04.06.2010 by paying Rs.1,25,00,000/- along with J.Madhusudan Tadipathri ?

Answer: I did not verified the document after my cross-examination in Com.O.S.1443/2014, since I din't find time.

It is false to suggest that, I have formed syndicate along with Sudhakar A.V., B.Veeranjaney Reddy, Kotramallikarjuna, Pulla Naidu, G.Praveen Kumar, J.Suresh Kumar, Madhusudhan, T.Vasanth Kumar, Rangadevarajulu, Siruguppa Krishna Prasad, Nagababu, Smt.P.Umadevi and Bhaskar Reddy and doing money lending business. It is false to suggest that, myself and above said persons, while advancing the loan used to take agreement of sale. I have not not holding money lending license. I do not know above said persons are holding money lending license.

8. I do not know that G.Praveen Kumar and G.Sai Pradeep are brothers.

Question: Advocate for the defendant no.9, confronted the agreement of sale dtd.13.12.2011 and suggested, it contained your photographs and signature ?

Answer: Signature and photographs are not clear, so I cannot identify.

Question: Have you know Kotramallikarjuna. mentioned in sale

agreement dtd.08.02.2010 ?

Answer: I know the Kotramallikarjuna, but I do not know the same person name is mentioned in sale agreement dtd.08.02.2010.

Question: Advocate for the defendant no.9, confronted the agreement of sale dtd.08.02.2010 and suggested, it contained the photograph of the Kotramallikarjuna whom you know ?

Answer: Photographs are not clear, so I cannot identify.

Question: Advocate for the defendant no.9, confronted the agreement of sale dtd.08.02.2010 and suggested, it contained the signature of the Kotramallikarjuna whom you know ?

Answer: I cannot ascertain.

Question: Advocate for defendant no.9 confronted the sale agreement dtd.08.02.2010, 04.06.2010, 09.02.2010, 04.06.2010 and sale deed dtd.14.07.2016, 25.03.2013 and suggested that, these sale agreements and sale deed executed between defendant no.9, you and your associate persons ?

Answer: They are not my associates. It is false.

9. Ex.P.7, I.T. returns was filed on 23.02.2013.

Question: When the Ex.P.7 I.T. return was filed, U.D.I. number was not prevailing ?

Answer: Yes. U.D.I. number is given only to the statement attached to the returns, not to the I.T. returns. I have brought my statement from the auditor before filing to this court.

It is true to suggest that, the Ex.P.7 does not contained the date on which the chartered accountant has signed. It is true to suggest that, On Ex.P.7, there is no certification of chartered accountant that the Ex.P.7 is true copy of the same which was filed before the I.T. department. It is true to suggest that, sundry creditors details is not available in Ex.P.7. It is false to suggest that, to avoid the truth, intentionally I have removed the details of sundry creditors and produced Ex.P.7 before this court. I am not able to recollect who are the sundry creditors and creditors mentioned in Ex.P.7.

It is false to suggest that, in Ex.P.7, Capital and liability statement, in properties and assets column, I have inserted two entries of Rs.14.00lakhs each, under the name ADV Sampoorna V.V.Puram and Rs.28.00lakhs sundry creditors and creditors as per details for the purpose of this suit.

Question: Rs.28.00lakhs shown under the sundry creditors and creditors transaction is it cash transaction or account transfer ?

Answer: It is neither in cash nor through account. The sundry creditors of Rs.28.00lakhs is an adjustment entry from my wife account.

In Ex.P.7, under property and asset statement I have show Rs.14.00lakhs each, ADV Sampoorna is paid by cash only. It is false to suggest that, in previous year balance sheet of Ex.P.7, I does not shown availability of cash of Rs.28.00lakhs me.

10. It is true to suggest that, the Ex.P.10 does not contained the date on which the chartered accountant has signed. It is true to suggest that, On Ex.P.10, there is no certification of chartered accountant that the Ex.P.10 is true copy of the same which was filed before the I.T. department. It is true to suggest that, Ex.P.10 I.T. returns filed after filing of this suit. It is true to suggest that, I am not the author of the Ex.P.10. It is false to suggest that, the entries of statement of affairs of Ex.P.10 are concocted entries. In Ex.P.10 the U.D.I. number written by the person from the chartered accountant office. It is true to suggest that, Ex.P.7 and 8 purported to be signed by two different chartered accountants. It is true to suggest that, Ex.P.8 also filed after filing of this suit.

Question: Chartered accountant has not mentioned date in Ex.P.8 and also not certified it as true copy ?

Answer: It is dated it, but not certified as true copy.

It is false to suggest that, the entries in Ex.P.8 under properties and assets, two entries of Rs.14.00lakhs each are concocted entries. It is true to suggest that, Ex.P.8 does not contained the details of unsecured loan. It is false to suggest that, I have intentionally avoided to filing the details of unsecured loan in Ex.P.8.

11. My wife is not having any trade license. My wife is owner of multi-stored building at Ananthapuram. It is true to suggest that, Ex.P.9 is not dated and also not certified it as true copy. It is true to suggest that, sundry creditors and creditors details are not enclosed with Ex.P.9. It is false to suggest that, there are no sundry creditors

and creditors in respect of my wife, the entries Rs.29.00lakh in respect there off, entries Rs.14.0lakhs and Rs.15.00lakhs under properties and assets are concocted entries.

12. Now I see the Ex.P.6, it contained the signature of G.Praveen Kumar, I can identify his signature. Witness identified the signature, hence the signature is marked as **Ex.P.6(a)**. We are not going to examine plaintiff no.2 in this case as witness, if necessary I will examine. Plaintiff no.2 is resident of India. The plaintiff no.2 paid the amount to defendant no.9 through cash. I don't remember, I have entered into several agreements with defendant no.9. I have verified the documents filed before this court before deposing today. I am not able to recollect, whether I have paid any amount either prior or after Ex.P.5 and 6.

13. Ex.P.8 contained my PAN number. I am not holding money lending license. It is false to suggest that, myself and others frequently lend the money to defendant no.9. It is false to suggest that, G.Praveen Kumar and G.Sai Pradeep are acted as my agents in relation to money lending business. It is false to suggest that, I have collected repayment of money for several time in respect of Ex.P.5. It is false to suggest that, I never demanded for specific performance of agreement, only I have interested in repayment of money and interest.

14. Ambati Phaniraj is my father. Myself and my father staying together. Advocate for defendant shown the Sl.no.29 in the list dtd.29.02.2012 and 14.04.2012 receipts and suggested that,

these receipts are issued by G.Praveen Kumar and G.Sai Pradeep after receiving payments in respect of Ex.P.5, witness answered as it is false. I do not know these receipts bears the signature of G.Praveen Kumar and G.Sai Pradeep.

15. I have purchased commercial apartment in Bangalore and sold it. As on today I have not owned any commercial apartment in Bangalore. After 26.01.2014 defendant no.9 never met me for settlement. I am not aware of that defendant no.9 filed complaint against me and FIR is registered on 30.04.2014 at Jayanagar P.S. for demanding exorbitant money and interest.

Question: Is it you have purchased an commercial apartment from defendant no.9 and sold it ?

Answer: Yes.

I don't remember when I have sold the commercial apartment, defendant no.9 also signed on sale deed.

16. I am not aware of that schedule properties at Ex.P.5 and 6 were given as security to bank by defendant no.9. It is false to suggest that, I have entered into numerous agreements of sale with defendant no.9 for half of the market value, later I have collected back the amount with interest. It is false to suggest that, I have later cancelled those agreements. It is false to suggest that, Ex.P.5 and 6 executed only for purpose of repayment of loan, so I never expressed my readiness and willingness for purchase of the schedule property. It is false to suggest that, except Rs.6.00lakhs, defendant no.9 repaid the entire amount with interest.

**FURTHER CROSS EXAMINATION: DEFERRED AT THE
REQUEST OF ADVOCATE FOR DEFENDANT NO.9.**

(Typed to my dictation in open court.)

R.O.I & A.C.,

(SUMANGALA S. BASAVANNOUR)
LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.