

WITNESS CALLED AND DULY SWORN ON 03.08.2023.**FURTHER CROSS EXAMINATION BY SRI.R.P.K., ADVOCATE FOR THE DEFENDANT NO.9:-**

17. 2nd Plaintiff is not my business partner, but he is my distant relative. If necessity arises, I will examine 2nd plaintiff as witness in this case. Plaintiff no.2 is doing Groceries business. Plaintiff no.2 is aware of this proceeding. Presently the Plaintiff no.2 is an Income Tax Assessee. From 2016-17 Plaintiff no.2 is an Income Tax Assessee. It is false to suggest that, the Income Tax returns of the Plaintiff no.2 do not reflect the suit transaction. I have no impediment to produce the I.T. returns of the Plaintiff no.2.

18. I have given oral evidence in Com.O.S.1443/2014. Advocate for defendant confronted the certified copy of entire deposition i.e. chief-examination affidavit and cross-examination shown to the witness. Witness admitted. Since witness admitted the entire deposition of PW-1 in Com.O.S.1443/2014 is marked as **Ex.D.2**. It is true to suggest that, before filing this suit, neither myself nor Plaintiff no.2 issued a notice by offering balance consideration amount and demanding for specific performance of suit agreement.

19. It is false to suggest that, because the suit transaction is money lending in reality, so we did not issue such notice against the defendant. Witness volunteers because of urgency, we have not issued notice. It is false to suggest that, Praveen Kumar collected Rs.2,00,000/- on our behalf from the defendant no.9 and same was deposited in my account. The advocate for defendant confronted

the document, witness denied. A/c no.020405500065, ICICI bank does not belongs to me or Plaintiff no.2.

Question: Advocate for defendant confronted the C/C of Ex.D.45 to 58 marked in Com.O.S.1443/2014 and is it, either Praveen Kumar or Saipradeep collected the amount under the above Ex.D.45 to 58 on our behalf towards the payment of amounts mentioned in suit agreement ?

Answer: It is false.

20. It is false to suggest that, except the Rs.5,00,000/- defendant no.9 has returned amount paid under suit agreement. It is false to suggest that, only for the purpose of securing the repayment, suit agreement was executed.

RE-EXAMINATION: NIL.

(Typed to my dictation in open court.)

R.O.I & A.C.,

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