

**WITNESS CALLED AND DULY SWORN ON 06.02.2024.****CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

1. I am the developer. Now I see the Ex.P.1, it is Joint Development Agreement for developing A-schedule property. It is true to suggest that, the Ex.P.2 is Supplementary Joint Development Agreement executed by defendant no.1 to 8 in favour of me. As per Ex.P.2, General Power of Attorney also executed in my favour by defendant no.1 to 8.

2. As per Ex.P.2, in respect of S-5A (Suit Schedule-C Property) I have executed Agreement of sale in favour of plaintiff. Witness volunteers the said Agreement of sale executed against loan taken by us. Ex.P.5 is a Agreement of Sale executed by me in favour of the plaintiff in respect of Suit Schedule-C Property. It is true to suggest that, in Ex.P.5 Agreement of Sale I have stated that, I am the General Power of Attorney holder of defendant no.1 to 8. I have no impediment to produce the said General Power of Attorney before this court.

**Question:** You have stated in Agreement at Ex.P.5 that, for the purpose of repayment of loan in Sir.M.Vishveshwarayya Co-operative Bank ?

**Answer:** It is general statement, but the amount is not utilized for repayment.

The statement contained in para no.2 of page no.6 at Ex.P.5 is correct. Witness volunteers the amount is not utilized for repayment. Advocate for plaintiff confronted C/C of the initial W/S filed in this case. Witness answered as I cannot ascertain the signature found

on said W/S. I do not remember who has given instruction to prepare the W/S dtd.26.10.2018.

3. The purchasers of C-schedule property were aware of that, has been executed Agreement of Sale in respect of C-schedule property in favour of plaintiff of this case. I have not informed to the purchasers about the Agreement of sale. Witness volunteers since it was loan transaction. It is true to suggest that, the plaintiff had filed application for impleading the purchasers as a party in this suit and the said application came to be dismissed. It is true to suggest that, after the dismissal of the said application, the purchases have not taken any action against me. Witness volunteers as they were aware of that it was loan transaction. I had informed to the purchasers that, the Sale Agreement executed in favour of plaintiff pertains to loan transaction. I do not know in Ex.P.5 no where mentioned that, this document executed only for the purpose of loan transaction or security. It is true to suggest that, inspite of knowing filing of this case, the purchasers of the C-schedule property were not taken any action against me. Witness volunteers as they were aware of that it was loan transaction. Purchasers of the C-schedule property are the bona-fide purchasers.

4. It is false to suggest that, the defendant no.1 to 8 executed General Power of Attorney in my favour to file a suit or defend the suit also. It is false to suggest that, if I have produced the said General Power of Attorney, it would cause inconvenience to me, so I have not produced.

5. It is true to suggest that, Ex.D.3 FIR registered after filing this suit. I do not know the said complaint was dismissed on 30.05.2014. At the time of filing the complaint as per Ex.D.3, I was aware of the age and address of the plaintiff. Witness volunteers since I was filed complaint in hurry, I could not provided the above information. It is true to suggest that, I have filed complaint against the 14 persons and in the said complaint I have not mentioned, age, father's name and address of the said 14 persons in the complaint. Witness volunteers since I was filed complaint in hurry, I could not provided the above information. It is true to suggest that, in Ex.D.3 complaint, I have stated the occupation of the A-6 as Broker. I have not produced the e-mail dtd.26.04.2014 alleged to be sent by Accused before this court.

6. I cannot produce the document to show that Nationalized Bank's stopped the funding in the year 2007-08. It is false to suggest that, I have stated in page no.6 of complaint at Ex.D.3 as "but our bad-luck due to severe economic recession, we were not able to mobilize funds to pay neither full interest nor principle amount. We have paid substantial amount towards interest and the principle amount is still outstanding".

7. It is true to suggest that, there is no reference about the A.V.Sudhakar, in the documents produced as complaint at Ex.D.3. It is true to suggest that, I have not mentioned about the suit agreement in the complaint at Ex.D.3. I have produced the documents along with complaint at Ex.D.3, out of that documents, Special Power of Attorney in which the name of Pulla Naidu is mentioned.

8. I have not mentioned in the complaint that Nagababu is representing Umadevi W/O Nagababu. I have given Special Power of Attorney to Bhaskar Reddy and said Special Power of Attorney produced along with complaint at Ex.D.3. In the complaint at Ex.D.3, I have mentioned that the amount lend to the Accused no.1 to 14 and also stated the amounts which was granted to them and adding the said amount it comes to Rs.5,75,00,000/-. I have not mentioned specifically Rs.5,75,00,000/- in the complaint at Ex.D.3. It is false to suggest that, Complaint which is attached to the FIR at Ex.D.3 is manipulated document. It is false to suggest that, the complaint which is produced before the court is different from original complaint filed before the Police Station. It is false to suggest that, the Ex.D.3 complaint is filed only with intention to escape from liability.

9. It is true to suggest that, O.S.8662/2013 is filed against me and same was compromised as per Ex.D.4 and 6. Witness volunteers I have repaid the loan amount and compromised. It is true to suggest that, in compromise petition at Ex.D.4, there is no reference of loan.

**Question:** Are you stated in Ex.D.8, as it is loan transaction ?

**Answer:** I have not stated. But, I have stated that transaction is wholly different and the plaintiff has suppressed the true facts.

I have not stated in Ex.D.8 what are the true facts suppressed by the plaintiff. It is true to suggest that, in Ex.D.4, in para no.3 it is mentioned that, as per my request plaintiff is received back the amount under the agreement. It is true to suggest that, Ex.D.8 -

W/S filed on 09.12.2014. I have not stated in W/S at Ex.D.8 regarding the FIR and complaint at Ex.D.3.

10. It is true to suggest that, Ex.D.10 – Special Power of Attorney executed by me in favour of Pulla Naidu. Original Special Power of Attorney – Ex.D.10 is in the custody of Pulla Naidu. It is true to suggest that, Ex.D.10 – Special Power of Attorney executed only for the purpose of registering schedule-A to schedule-E property. The said Ex.D.10 – Special Power of Attorney is now not in force and it was cancelled after settling the amount. I do not remember when the Ex.D.10 – Special Power of Attorney was cancelled.

11. It is true to suggest that, Ex.D.12 is deed of revocation of Special Power of Attorney executed in favour of Pulla Naidu. Contents of Ex.D.12 is correct. It is true to suggest that, in Ex.D.12 it is mentioned that, original Power of Attorney dtd.09.02.2010 returned to me. It is true to suggest that, I have not produced the original Power of Attorney dtd.09.02.2010 and original of Ex.D.12 before this court.

12. Ex.D.11 executed by me for the purpose of presenting the sale deed before Sub-Registrar. I do not know whether as per Ex.D.11 acted upon. I have produced Ex.D.11 to shows that Pulla Naidu is also member of Syndicate. In Ex.D.11 there is no mention that, Pulla Naidu is member of Syndicate. It is false to suggest that, Ex.D.11 produced with intention to mislead the court.

13. Along with Ex.D.14, I have given registered sale agreement to SPA holder and not given sale deed. It is true to suggest that, as per para no.4 of Ex.D.14, 'I have authorize the SPA holder to present the sale deed before the Sub-Registrar and execute the same'. I do not remember that, the original SPA is at who's custody. It is true to suggest that, Ex.D.13 and 14 are related to one property. I do not remember as per the Ex.D.13, original SPA at Ex.D.14 is in my custody. It is true to suggest that, in Ex.D.13, it is mentioned that the original SPA is handed over to me. I have produced the document connected with SPA at Ex.D.14. Ex.D.15 - SPA executed by me in favour of Praveen Kumar. Ex.D.15 - SPA was cancelled. I am not aware of that, whether SPA cancellation document produced before this court.

14. The purchaser mentioned in the sale agreement at Ex.D.16 are syndicate members. Plaintiff's were not signed on Ex.D.16.

**Question:** Have you produced any documents to shows that, plaintiff's and Umadevi were the members of the Syndicate ?

**Answer:** All the documents produced by me shows that, plaintiff's and Umadevi are the members of the Syndicate.

Ex.D.16 – sale agreement is not in force, since it was already settled. I do not remember whether the said sale agreement was cancelled. It is false to suggest that, Ex.D.16 sale agreement created by me and Umadevi. It is false to suggest that, Ex.D.16 is produced only with intention to confuse the issue before this court.

15. Ex.D.17 sale agreement still in force. It is true to suggest

that, O.S.No.8365/2013 is pending pertaining to Ex.D.17 agreement.

**Question:** Inspite of sale agreement at Ex.D.17, you have created the sale deed at Ex.D.18 ?

**Answer:** The sale deed is executed after the settlement, amount payable to Mr.J.Madhusudan.

Ex.D.17 and 18 related to same property. In Ex.D.18, I have not mentioned after settlement of amount towards Ex.D.17, executed this document.

**Question:** Till today Ex.D.17 not cancelled ?

**Answer:** After settlement J.Madhusudan not come for cancellation.

**Question:** Whether you have taken signature of J.Madhusudan on Ex.D.18 ?

**Answer:** Ex.D.18 was executed after settlement of Ex.D.17 amount. Hence, J.Madhusudan signature was not taken.

**FURTHER CROSS EXAMINATION: DEFERRED AT THE REQUEST OF ADVOCATE FOR PLAINTIFF.**

(Typed to my dictation in open court.)

R.O.I & A.C.,

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