

WITNESS CALLED AND DULY SWORN ON 12.02.2024.**FURTHER CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

16. It is true to suggest that, I have appeared and filed W/S in the suit filed by J.Madhusudan. Advocate for plaintiff confronted the Plaintiff filed in O.S.No.8365/2013. Since the witness admitted, the Plaintiff is marked as **Ex.P.12**. Advocate for plaintiff confronted the W/S filed in O.S.No.8365/2013. Witness admitted that, he has filed that W/S. Since the witness admitted, the W/S is marked as **Ex.P.13**. Witness volunteers I have also filed revised W/S. Witness volunteers I have also filed revised W/S.

17. I have informed regarding the sale agreement at Ex.D.17 to purchaser mentioned in sale deed at Ex.D.18 as settled. The purchaser after verification, they have purchased the property, not on the basis of my information. I do not know whether, even reflection of Ex.D.17 in the E.C., the purchaser in Ex.D.18 purchased the property. It is false to suggest that, myself and Devashri/ Purchaser created the sale deed Ex.D.18 in collusion. It is false to suggest that, consideration shown in Ex.D.18 as it is paid by way of cash are created entry. It is false to suggest that, only with intention to defeat the rights of the purchaser at Ex.D.17, we have created the sale deed at Ex.D.18.

18. Ex.D.19 sale agreement is not in force, it is cancelled since the amount is settled. I have not executed the deed of cancellation since the amount is settled and party has also not claimed. It is false to suggest that, Ex.D.19 created by me with

Praveen Kumar. It is false to suggest that, since the Praveen Kumar is our person, so I have not cancelled the Ex.D.19. Witness volunteers Praveen Kumar is representative of plaintiff. I have not produced the document to shows that, the amount settled to Praveen Kumar as per Ex.D.19. Witness volunteers I have vouchers, I can produce.

19. Ex.D.20 sale deed produced to prove that after the settlement of sale agreement at Ex.D.19, I have sold the property to Devashri. Since the amount is settled, so there was no necessary to take the signature of Praveen Kumar on Ex.D.20.

20. After settlement of Ex.D.16, I have sold the property to Devashri as per Ex.D.21. It is false to suggest that, consideration shown in Ex.D.18, 20 and 21 are created entries. It is false to suggest that, the persons who were purchased under Ex.D.18, 20 and 21 are not bona-fide purchasers.

21. We have received the amount under Ex.D.22. I do not remember whether the Ex.D.22 agreement was acted upon. I do not know how many agreements like Ex.D.22, I have executed in favour of different persons.

Question: Whether all agreements said to have executed by you were loan agreements ?

Answer: No. only the agreement executed in favour of plaintiff and in their syndicate were the loan agreements.

22. I have produced police complaint before this court to shows plaintiff and others were made syndicate. I do not remember whether the Ex.D.22 agreement still subsisting or cancelled. Ex.D.23 is connected with Ex.D.28. After cancellation of agreement at Ex.D.23, we have executed the agreement in favour of Surabhi Chits at 07.06.2010 after settling loan and executing Ex.D.23, canceling Ex.D.28, we have sold the property to Surabhi Chits. I do not remember we have sold the property for lesser price.

Question: Do you have any document to show that the person mentioned in Ex.D.24 related to plaintiff ?

Answer: I have produced Ex.D.24, where G.Praveen Kumar is the witness who is related to plaintiff.

23. Plaintiff has not signed on Ex.D.24, but his syndicate member had signed on Ex.D.24. It is false to suggest that, Ex.D.24 nothing to do with the suit transactions and plaintiff. It is true to suggest that, Ex.D.25 is related to suit transaction, Ex.P.5 and Ex.D.25 are one and same. It is true to suggest that, Ex.D.26 is cancellation of agreement executed after compromise in O.S.No.8662/2023. It is true to suggest that, Ex.D.27 agreement dtd.21.12.2009 is cancelled under Ex.D.26. It is true to suggest that, Ex.D.28 agreement is cancelled under Ex.D.23. It is true to suggest that, Ex.D.30 agreements are cancelled under Ex.D.29.

Question: Advocate for plaintiff confronted the C/C of sale agreement dtd.07.06.2010, this agreement is executed in favour of Vishalakshi after Ex.D.29 in respect of same property ?

Answer: This sale agreement dtd.07.06.2010 executed after settling the loan under Ex.D.30 and canceling the same as per Ex.D.29.

Since the witness admitted the document, At this stage the counsel for defendant raised the objection by stating that, this is photocopy, it cannot be marked. Since the witness admitted the document, it is marked as **Ex.P.14**.

24. The sale consideration amount mentioned in Ex.P.14 is Rs.1,20,00,000/-, In Ex.D.30 sale consideration amount mentioned is Rs.1,20,36,000/-. The difference is only the Rs.36,000/-. It is true to suggest that, I have agreed to sell the property less than Rs.36,000/- from Ex.D.30 sale consideration amount.

25. It is true to suggest that, as per Ex.D.31, Kiran Kumar/ plaintiff and Vasantha Kumar executed a sale deed in favour of Pradeep P.Oak and another, in which I am confirming party. I have produced the sale deed as mentioned in para XIII, page no.7 of Ex.D.31, which is marked as Ex.D.33. It is true to suggest that, as per the Ex.D.33, I have received the Rs.2.75crores as sale consideration and executed the sale deed in favour of plaintiff and Vasantha Kumar. Witness volunteers It is not sale consideration, it is loan. There is no reference about Rs.2.75crores as a loan in Ex.D.33.

Question: As per terms mentioned in Para no.15, page no.7 of Ex.D.31, you have not cleared the loan of Axis bank ?

Answer: I have not cleared the loan, since the amount received was not ment for clearing the loan.

It is true to suggest that, In Page no.7 of Ex.D.33, mentioned as “the vendor herein to clear the existing bank loan and for his business needs and necessities and offered to sell the schedule property-B,C,D,E for total sale consideration of Rs.2.75crores”.

26. It is true to suggest that, In para no.16, page no.7 of Ex.D.31 mentioned as “the confirming party is not in a position to close the loan with international asset reconstruction company, Mumbai (IARC), the vendors as well as the confirming party herein for clearing for various necessities have offered to sell the schedule-B property, schedule-C property, schedule-D property and schedule-E property for a total sale consideration of Rs.3.75crores”.

27. It is true to suggest that, In para no.18, page no.9 of Ex.D.31 mentioned as “the confirming party have also produced communication of IARC dtd.23.06.2016 to the effect that, on receipt of payment of Rs.2.75crores all claims of IARC would stand satisfy”.

28. It is true to suggest that, out of total sale consideration of Rs.3.75crores, Rs.2.75crores has been given to my loan account with IARC. It is true to suggest that, out of total sale consideration of Rs.3.75crores, Rs.1.00crore has given to Kiran Kumar/ plaintiff and Vasanth Kumar.

29. It is false to suggest that, I have issued a cheque for Rs.1.75crores towards balance in favour of plaintiff and vasantha Kumar.

Question: You have not paid Rs.1.75crores to the plaintiff and

vasantha Kumar towards balance ?

Answer: As per the mutual agreement there was no balance amount of Rs.1.75crores payable to plaintiff and vasantha Kumar no where it is mentioned in Ex.D.31 and 33.

I have not produced the mutual agreement since it was not mentioned in Ex.D.31 and 33.

Question: Is it correct, towards the balance of Ex.D.31 and 33, you have issued cheque amount of Rs.1.75crores to vasantha kumar and said vasantha kumar has filed cheque bounce case against you ?

Answer: Yes, cheque bounce case is filed. But, there is no balance payable of Rs.1.75crores as per Ex.D.31 and Ex.D.33. Rs.1.75crores is nothing to do with cheque bounce case.

It is false to suggest that, as per the mutual agreement I have issued a cheque infavour of Vasantha Kumar.

30. Ex.D.32 sale agreement is cancelled since the property has jointly sold as per Ex.D.31. It is false to suggest that, the I am falsely stating as property mentioned in Ex.D.32 sale agreement is cancelled since the property has jointly sold as per Ex.D.31. Ex.D.32 and Ex.D.34 are one and same document.

Ex.P.6 is executed by me in favour of plaintiff.

31. Ex.D.35 cash voucher prepared by our staff Ashwini. Ex.D.35 cash voucher issued towards Kiran/ plaintiff. 'Towards on account' means payment made towards running account of Kiran Kumar. It is false to suggest that, Ex.D.35 is created by me.

Question: What prevented you to pay the alleged amount to Kiran Kumar/ plaintiff directly ?

Answer: Mr.Kiran Kumar is non-resident of Bangalore and Praveen Kumar is his representative.

Question: Whether you have any document to shows that, Praveen is representative of Kiran Kumar/ plaintiff ?

Answer: Praveen is witness in all the documents produced before this court.

It is false to suggest that, Praveen is not a representative Kiran Kumar/ plaintiff.

32. Through Ex.D.36, I have paid amount to Praveen on account of Kiran / plaintiff. I have paid commission to Praveen since he is representative of plaintiff and Broker. It is true to suggest that, Ex.D.36 not contained the signature of the receiver, since as it is adjusted to the new loan. It is false to suggest that, Ex.D.36 is created by me.

33. As per Ex.D.37 I have paid the amount to Sai Pradeep on account of Kiran. Sai Pradeep is brother of Praveen. It is false to suggest that, Ex.D.37, 38 and 39 are created documents by me. Through Ex.D.40 I have paid the amount to Praveen on account of Pulla Naidu and plaintiff. In Ex.D.40 the name of plaintiff is not mentioned. It is false to suggest that, Ex.D.40 and 41 are created by me.

34. It is true to suggest that, in Ex.D.42 mentioned that, the amount paid to Praveen towards miscellaneous expenses. It is true to suggest that, in Ex.D.42, 44 and 41 the name of plaintiff is not

mentioned. It is true to suggest that, In Ex.D.45 in the place of receiver's signature, our company seal is there. But, it was struck off. Ex.D.46 is signed by S.Raju, who is representative of plaintiff. In Ex.D.46 in 2nd line, mentioned that 'paid to Praveen'. It is false to suggest that, Ex.D.46 is fabricated by me. It is true to suggest that, the Ex.D.47 does not contained the receiver signature. Witness volunteers amount was deposited to Praveen's ICICI bank account, challan is also enclosed, it is marked as Ex.D.48. It is false to suggest that, Ex.D.47 and 48 are concocted document. It is true to suggest that, Ex.D.47 and 48 does not discloses the name of the plaintiff. Corrections made in Ex.D.49 by our officials and they have counter signed. It is false to suggest that, Ex.D.49 created by me for the purpose of this case.

35. Under Ex.D.50, I have paid amount to Praveen. It is true to suggest that, Ex.D.50 does not reflect the name of the plaintiff. It is false to suggest that, Ex.D.50 created by me for the purpose of this case. It is true to suggest that, Ex.D.51 does not reflect the name of the plaintiff. It is true to suggest that, in Ex.D.51 mentioned that, the amount paid to Nagababu's account. Witness volunteers he is also the plaintiff's group member. It is true to suggest that, Ex.D.51 does not contained the signature of any body. Witness volunteers since the amount deposited in Praveen's account as per Ex.D.52. It is false to suggest that, Ex.D.51 and Ex.D.52 are created by me for the purpose of this case.

36. It is true to suggest that, Ex.D.53 does not contained the signature of any body. Witness volunteers since the amount

deposited in Praveen's account as per Ex.D.54. It is false to suggest that, Ex.D.53 and Ex.D.54 are created by me for the purpose of this case. Ex.D.55 cash voucher received in favour of Sai Pradeep, who is brother of Praveen. It is false to suggest that, Ex.D.55 is created by me for the purpose of this case. It is true to suggest that, Ex.D.55 does not reflect the name of the plaintiff. Witness volunteers Ex.D.55 paid to group member of the plaintiff. It is false to suggest that, Ex.D.56, Ex.D.57, Ex.D.58, Ex.D.59 are created by me for the purpose of this case.

37. Ex.D.60 issued in favour of Kiran. It is true to suggest that, Ex.D.60 does not reflect the signature of any body. Witness volunteers it written in the voucher itself as voucher not signed, paid by V.R. (V.Raghavendra)/ me. Ex.D.60 voucher written by my employee – Ashwini. It is false to suggest that, Ex.D.60 is created by me for the purpose of this case.

Question: Whether obtaining the counter signature is it necessary after making the payments ?

Answer: The plaintiff has not signed after collecting the cash.

It is false to suggest that, no amount paid under Ex.P.60 and it is created for the purpose of this case. Ex.D.61 executed by me for the purpose of presenting the document for Registration of properties.

Question: Whether the property scheduled in the Ex.D.61 is related to suit schedule or not ?

Answer: It is not related to suit schedule. But it related to Praveen at Ex.D.19.

Ex.D.61 is not acted upon. Witness volunteers as the amount is returned and settled.

Question: Whether Ex.D.61 signed by Kiran or Praveen ?

Answer: No. Ex.D.61 is executed for Ex.D.19 of Praveen.

Ex.D.61 is accompanied with Ex.D.19. I have not executed Ex.D.61 to execute Ex.D.19.

Question: Do you know the contents of Ex.D.61 ?

Answer: As of now No, unless I go through the document.

Since Ex.D.61 relates to Ex.D.19 of Praveen, So I have produced before this court.

Question: Without knowing the contents of Ex.D.61, have you produced it before this court ?

Answer: I knew the contents when it was filed.

38. Ex.D.62 executed in favour of Bhaskar Reddy, who is member of Plaintiff's syndicate. It is true to suggest that, property scheduled in Ex.D.62 nothing to do with Suit Schedule Property. Ex.D.62 accompanied with Ex.D.16 – sale agreement. It is true to suggest that, Ex.D.62 not contained the signature of plaintiff, but it contained the signature of plaintiff's syndicate.

39. It is true to suggest that, property scheduled in Ex.D.63 nothing to do with Suit Schedule Property. Witness volunteers but it relates to Ex.D.17. Ex.D.63 accompanied with Ex.D.17. It is true to suggest that, Ex.D.63 not contained the signature of plaintiff, but it contained the signature of plaintiff's partner J.Madhusudana.

40. It is false to suggest that, documents produced by me having no nexus me with the plaintiff. I took the money as per para no.10 of my affidavit evidence for my business purpose. I took the money in the name of firm and as well as my individual capacity. I do not remember how much amount I have received in the name of firm and individual capacity. I have produced the Ex.D.30, Ex.D.32 shows that, I have took amount in my individual capacity.

41. My education qualification is B.Com, C.A.(inter).

Question: Whether if you received any amount for the purpose of business, can it be returned in cash ?

Answer: It is returned in cash since I have received in cash.

I have shown this transaction in my I.T. I can produced my I.T. returns before this court.

42. I have availed loan of Rs.5.96crores towards cost of construction for 10 projects as mentioned in para no.10 of my evidence affidavit.

Question: Apart from Rs.5.96crores, have you take any other loan ?

Answer: I need to verify the documents.

I do not remember what was the cost of construction of 10 projects as mentioned in para no.10 of my evidence affidavit.

Question: Is it the Agreements were registered according to the government fixed price on that day ?

Answer: The agreements were registered according to the government price or higher.

43. I have shown all the transactions mentioned in para no.10 of my evidence affidavit in my I.T.returns and repayments also I have shown in I.T.returns. I do not have any impediment to produce the I.T.returns before this court. I have not produced any documents to shows that, the real transaction between me and plaintiff is loan transaction. It is false to suggest that, plaintiff's are not money Lenders, all the agreements produced before this court by the plaintiff are genuine documents.

44. It is true to suggest that, the defendant no.1 to 8 have given power of attorney and JDA to defendant no.9/ me for selling my share of the property. It is true to suggest that, on the basis of power of attorney and JDA executed by defendant no.1 to 8, I have executed sale agreement at Ex.P.5 in favour of plaintiff. Witness volunteers it is a loan transaction.

45. I have produced the documents to shows that, I have sold the property for lesser than market value. It is false to suggest that, alleged sale is nothing to do with suit property.

Question: Have you produced the document to shows that, you have paid Rs.37.00lakhs to the plaintiff/ Kiran ?

Answer: I have produced the vouchers signed by the representative Praveen mentioning the name of the plaintiff.

It is false to suggest that, those vouchers are created by me for the purpose of this case. It is false to suggest that, payments to different persons is a created story. It is false to suggest that, I have not returned/paid any amount to the plaintiff under this agreement. It is false to suggest that, in order to escape from execution of sale

deed, I have created the stories.

46. I am not aware of that, Ex.D.3 – FIR closed by filing B-report on 10.03.2016 by the Police on the ground that, I have not produced any particulars about the person who I have lodged the complaint. At the time of filing the complaint, I was aware of the name of the father of plaintiff. It is false to suggest that, I have filed false complaint after filing of this case. It is false to suggest that, plaintiff had entered into the agreement of sale in his individual capacity, not as a alleged syndicate.

47. I have produced document to shows that, I have sold 08 properties out of 10. I do not remember whether I have mentioned in the complaint that, out of 10 properties, I have sold 08 properties under pressure and settled the amount. It is false to suggest that, I am taking an advantage by producing the documents which are not related to Suit Schedule Property. It is false to suggest that, G.Praveen and G.Sai Pradeep are no way connected to plaintiff and they are connected to me. It is false to suggest that, since G.Sai Pradeep is belongs to me, so I have not included his name in FIR at Ex.D.3.

48. It is false to suggest that, The allegations made in para no.29 of my evidence affidavit are false. It is false to suggest that, the allegations made in para no.30 of my evidence affidavit are base less. I have informed regarding the sale of Suit Schedule Property to the plaintiff. I do not remember when I have informed to the plaintiff. I have not taken permission from plaintiff regarding

alienation of the property, but only I have informed.

49. The purchases are not insisted me for cancellation of suit agreement. Witness volunteers since the purchaser were aware of that, it was loan transaction. I informed the purchaser as it was loan transaction. It is false to suggest that, purchaser and me colluded with each other and created the sale deed. It is false to suggest that, purchasers are not bona-fide purchasers. It is false to suggest that, the allegations made in para no.35 of my evidence affidavit are false. It is false to suggest that, since I had executed the agreement of sale, so I am liable to execute the sale deed by receiving the balance sale consideration amount. It is false to suggest that, though the plaintiff was ready and performing their part of contract, intentionally postponed and executed the sale deed in favour of 3rd parties. It is false to suggest that, since the purchasers are not bona-fide purchases, I am liable to execute the sale deed in respect of Suit Schedule Property in favour of the plaintiff by receiving balance sale consideration amount. I am not aware of that, even today the E.C. of Suit Schedule Property is in my name.

50. Ex.D.22 – Sale agreement executed in favour of Umadevi is settled and may be it was cancelled. Advocate for plaintiff confronted the online copy of sale deed, witness admitted that, he has executed the sale deed in favour of Umadevi. Since the witness admitted the documents, it is marked as **Ex.P.15**. I do not know said Umadevi sold the property mentioned in Ex.P.15 and Ex.D.22 to others. Advocate for plaintiff confronted the C/C of agreement of sale, It is true to suggest that, I have executed the agreement of

sale in favour of Umadevi and another in respect of portion of A-schedule property. Since the witness admitted the document, it is marked as **Ex.P.16**. It is false to suggest that, I have purposely not produced Ex.P.16 before this court.

51. Advocate for plaintiff confronted the cancellation of agreement of sale in respect of Ex.P.16. It is true that, agreement was cancelled. Witness volunteers since loan amount taken under Ex.P.16 was settled. Since the witness admitted the document, it is marked as **Ex.P.17**. Advocate for plaintiff confronted the sale deed, this sale deed executed in favour of Umadevi after cancellation of Ex.P.16, in respect of same property. Since the witness admitted the document, it is marked as **Ex.P.18**. Witness volunteers it is different transaction.

52. It is false to suggest that, the transaction between me and Umadevi is only the sale transaction, not alleged loan transaction. It is false to suggest that, Umadevi is also my companion. It is false to suggest that, Praveen Kumar, Veeranjaneya Reddy, Sai Pradeep, Bhaskar Reddy, Nagababu, Umadevi were all our companions, so they have not filed any case against me. It is false to suggest that, I have produced the agreement of sale pertaining to our companion and misleading the court. It is false to suggest that, Sudhakar A.V., B.Veeranjaneya Reddy, Kotramallikarjuna, Pulla Naidu, G.Praveen Kumar, J.Suresh Kumar, Madhusudana, T.Vasantha Kumar, Raghavendra Rajulu, Siriguppa Krishnaprasad, Nagababu, Smt.P.Umadevi and Bhaskar Reddy were not syndicate of plaintiff. It is false to suggest that, since G.Praveen is my companion, so we

have not cancelled the agreement. Witness volunteers amount under the sale agreement was settled. I have not produced the document to shows that, agreement amount was settled, but I can produce payment vouchers.

53. It is true to suggest that, Smt.Umadevi P., had also not taken any action pertaining to 'Kumarapark property'. Witness volunteers because the amount under the sale agreement was settled. I have not produced the document to shows that, agreement amount was settled, but I can produce payment vouchers. It is true to suggest that, J.Madhusudana has filed suit against me pertaining to 'Kumarapark property'. In that case I am contesting.

54. It is false to suggest that, to escape from executing the sale deed in favour of plaintiff, I have produced the false document and misleading the court.

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.