

**WITNESS CALLED AND DULY SWORN ON 01.02.2024.****FURTHER CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

35. Under Ex.D.48, I have paid amount to Praveen. It is true to suggest that, Ex.D.48 does not reflect the name of the plaintiff. It is false to suggest that, Ex.D.48 created by me for the purpose of this case. It is true to suggest that, Ex.D.49 does not reflect the name of the plaintiff. It is true to suggest that, in Ex.D.49 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.49 does not contained the signature of any body. Witness volunteers since the amount deposited in Praveen's account as per Ex.D.50. It is false to suggest that, Ex.D.49 and Ex.D.50 are created by me for the purpose of this case.

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

37. Ex.D.58 issued in favour of Kiran. It is true to suggest that, Ex.D.58 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.58 voucher written by my employee – Ashwini. It is false to suggest that, Ex.D.58 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.58 and it is created for the purpose of this case. Ex.D.59 executed by me for the purpose of presenting the document for Registration of properties.

**Question:** Whether the property scheduled in the Ex.D.59 is related to suit schedule or not ?

**Answer:** It is not related to suit schedule. But it related to Praveen at Ex.D.17.

Ex.D.59 is not acted upon. Witness volunteers as the amount is returned and settled.

**Question:** Whether Ex.D.59 signed by Kiran or Praveen ?

**Answer:** No. Ex.D.59 is executed for Ex.D.17 of Praveen.

Ex.D.59 is accompanied with Ex.D.17. I have not executed Ex.D.59 to execute Ex.D.17.

**Question:** Do you know the contents of Ex.D.59 ?

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

Since Ex.D.59 relates to Ex.D.17 of Praveen, So I have produced before this court.

**Question:** Without knowing the contents of Ex.D.59, have you produced it before this court ?

**Answer:** I knew the contents when it was filed.

38. Ex.D.60 executed in favour of Bhaskar Reddy, who is member of Plaintiff's syndicate. It is true to suggest that, property scheduled in Ex.D.60 nothing to do with Suit Schedule Property. Ex.D.60 accompanied with Ex.D.14 – sale agreement. It is true to suggest that, Ex.D.60 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.61 nothing to do with Suit Schedule Property. Witness volunteers but it relates to Ex.D.15. Ex.D.61 accompanied with Ex.D.15. It is true to suggest that, Ex.D.61 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.28, Ex.D.30 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.1 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.P.1 – 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.1.

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 3<sup>rd</sup> 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.

**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.