

**WITNESS CALLED AND DULY SWORN ON 28.06.2023.****FURTHER CROSS EXAMINATION BY SRI.R.P.K., ADVOCATE FOR THE DEFENDANT NO.9:-**

12. Now I see the Ex.P.2, 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.2(b)**. I do not remember on 13.12.2011, the Praveen kumar came to sub register office for registration of Ex.P.1. Ex.P.1 shown to the witness and witness stated that, G.Praveen Kumar not signed in my presence on Ex.P.1. I am not aware of that, in Ex.P.1 under the witness column, G.Praveen Kumar affixed his short signature. I cannot say who's signature is found against the witness column with name G.Praveen Kumar.

13. We are not going to examine plaintiff no.2 in this case as witness, if necessary I will examine. Ex.P.12 I.T.returns and acknowledgment is pertains to plaintiff no.2. I don't have personal knowledge about the contents of Ex.P.12. I have not filed Ex.P.12 I.T.returns on behalf of plaintiff no.2. I have not taken Ex.P.12 printout. Plaintiff no.2 himself given Ex.P.12 to me. It is true to suggest that, page no.6 and 7 of Ex.P.12 are pertains for the year 2012-13. There is no acknowledgment available on record to shows that, having filed I.T.returns for the year 2012-13 by the plaintiff no.2. It is true to suggest that, the page no.6 and 7 in Ex.P.12 are not related to page no.1 of Ex.P.12. It is false to suggest that, Ex.P.12 is created and produced before this court. It is true to suggest that, in Ex.P.12, the person who has signed, not certified as true copy.

14. 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.1 and 2.

15. Ex.P.9 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.1. After 26.01.2014 till filing of the suit I have issued a legal notice to defendant no.9 for offering payment of balance consideration amount and demanding execution and registration of sale deed. I have not produced said legal notice before this court. In the month of February-2014, I have issued legal notice. It is false to suggest that, I never demanded for specific performance of agreement, only I have interested in repayment of money and interest.

16. 2<sup>nd</sup> plaintiff is Commerce Lecturer. Ex.P.7 given by plaintiff no.2 to me. Ambati Phaniraj is my father. Myself and my father staying together. It is true to suggest that, neither myself nor plaintiff no.2 are the authors of Ex.P.7 (on perusal of the Ex.P.7, it contained two certificates, one issued by Gondi Nagaraju and Co., another one issued by M/s.Avinash N., and associates, since these two

documents are separate documents, it is just and proper to mark Ex.P.7 and **Ex.P.7(a)** respectively). It is true to suggest that, neither myself nor plaintiff no.2 are the authors of Ex.P.7(a). It is false to suggest that, Ex.P.7 and Ex.P.7(a) are false documents.

17. Advocate for defendant shown the Sl.no.29 in the list dtd.07.02.2023 receipts and suggested that, these receipts are issued by G.Praveen Kumar and G.Sai Pradeep after receiving payments in respect of Ex.P.1, witness answered as it is false. I do not know these receipts bears the signature of G.Praveen Kumar and G.Sai Pradeep.

18. 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.

19. I am not aware of that schedule properties at Ex.P.1 and 2 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. I do not remember myself and my associate persons entered into agreement of sale dtd.08.02.2010, 04.06.2010, 09.02.2010, 04.06.2010 and sale deed dtd.14.07.2016, 25.03.2013 with defendant no.9. It is false to suggest that, Ex.P.1 and 2 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.19.00lakhs, defendant no.9 repaid the entire amount with interest.

**Advocate for defendant no.10 absent. No representation. Hence, taken as cross-examination nil.**

**Defendant no.1 to 8 placed exparte.**

**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.