

WITNESS CALLED AND DULY SWORN ON 30.10.2023.**CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

1. I am the developer. Now I see the Ex.P.3, it is Joint Development Agreement for developing A-schedule property. It is true to suggest that, the Ex.P.4 is Supplementary Joint Development Agreement executed by defendant no.1 to 8 in favour of me. As per Ex.P.4, General Power of Attorney also executed in my favour by defendant no.1 to 8.

2. As per Ex.P.4, in respect of G-5 (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.1 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.1 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.1 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.1 is correct. Witness volunteers the amount is not utilized for repayment. Advocate for plaintiff confronted C/C of the initial W/S filed in

Com.O.S.1442/2014. 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.1 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 purchases 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.1 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.1, 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.1 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.1 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".

FURTHER CROSS EXAMINATION: DEFERRED.

(Typed to my dictation in open court.)

R.O.I & A.C.,

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