

WITNESS CALLED AND DULY SWORN ON 12.12.2023.**FURTHER CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

12. Ex.D.9 executed by me for the purpose of presenting the sale deed before Sub-Registrar. I do not know whether as per Ex.D.9 acted upon. I have produced Ex.D.9 to shows that Pulla Naidu is also member of Syndicate. In Ex.D.9 there is no mention that, Pulla Naidu is member of Syndicate. It is false to suggest that, Ex.D.9 produced with intention to mislead the court.

13. Along with Ex.D.12, 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.12, '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.11 and 12 are related to one property. I do not remember as per the Ex.D.11, original SPA at Ex.D.12 is in my custody. It is true to suggest that, in Ex.D.11, it is mentioned that the original SPA is handed over to me. I have produced the document connected with SPA at Ex.D.12. Ex.D.3 - SPA executed by me in favour of Praveen Kumar. Ex.D.3 - 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.14 are syndicate members. Plaintiff's were not signed on Ex.D.14.

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

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

Ex.D.14 – 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.14 sale agreement created by me and Umadevi. It is false to suggest that, Ex.D.14 is produced only with intention to confuse the issue before this court.

15. Ex.D.15 sale agreement still in force. It is true to suggest that, O.S.No.8365/2013 is pending pertaining to Ex.D.15 agreement.

Question: In spite of sale agreement at Ex.D.15, you have created the sale deed at Ex.D.16 ?

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

Ex.D.15 and 16 related to same property. In Ex.D.16, I have not mentioned after settlement of amount towards Ex.D.15, executed this document.

Question: Till today Ex.D.15 not cancelled ?

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

Question: Whether you have taken signature of J.Madhusudan on Ex.D.16 ?

Answer: Ex.D.16 was executed after settlement of Ex.D.15 amount. Hence, J.Madhusudan signature was not taken.

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.14**. 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.15**. 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.15 to purchaser mentioned in sale deed at Ex.D.16 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.15 in the E.C., the purchaser in Ex.D.16 purchased the property. It is false to suggest that, myself and Devashri/ Purchaser created the sale deed Ex.D.16 in collusion. It is false to suggest that, consideration shown in Ex.D.16 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.15, we have created the sale deed at Ex.D.16.

18. Ex.D.17 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.17 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.17. 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.17. Witness volunteers I have vouchers, I can produce.

19. Ex.D.18 sale deed produced to prove that after the settlement of sale agreement at Ex.D.17, 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.18.

20. After settlement of Ex.D.14, I have sold the property to Devashri as per Ex.D.19. It is false to suggest that, consideration shown in Ex.D.16, 18 and 19 are created entries. It is false to suggest that, the persons who were purchased under Ex.D.16, 18 and 19 are not bona-fide purchasers.

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.