

**WITNESS CALLED AND DULY SWORN ON 06.01.2024.****FURTHER CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

21. We have received the amount under Ex.D.20. I do not remember whether the Ex.D.20 agreement was acted upon. I do not know how many agreements like Ex.D.20, 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.20 agreement still subsisting or cancelled. Ex.D.21 is connected with Ex.D.26. After cancellation of agreement at Ex.D.21, we have executed the agreement in favour of Surabhi Chits at 07.06.2010 after settling loan and executing Ex.D.21, canceling Ex.D.26, 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.22 related to plaintiff ?

**Answer:** I have produced Ex.D.22, where G.Praveen Kumar is the witness who is related to plaintiff.

23. Plaintiff has not signed on Ex.D.22, but his syndicate member had signed on Ex.D.22. It is false to suggest that, Ex.D.22 nothing to do with the suit transactions and plaintiff. It is true to suggest that, Ex.D.23 is related to suit transaction, Ex.P.1 and Ex.D.23 are one and same. It is true to suggest that, Ex.D.24 is cancellation of agreement executed after compromise in O.S.No.8662/2023. It is true to suggest that, Ex.D.25 agreement dtd.21.12.2009 is cancelled under Ex.D.24. It is true to suggest that, Ex.D.26 agreement is cancelled under Ex.D.21. It is true to suggest that, Ex.D.28 agreements are cancelled under Ex.D.27.

**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.27 in respect of same property ?

**Answer:** This sale agreement dtd.07.06.2010 executed after settling the loan under Ex.D.28 and canceling the same as per Ex.D.27.

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.16**.

24. The sale consideration amount mentioned in Ex.P.16 is Rs.1,20,00,000/-, In Ex.D.28 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.28 sale consideration amount.

**FURTHER CROSS EXAMINATION: DEFERRED AT THE  
REQUEST OF ADVOCATE FOR PLAINTIFF.**

(Typed to my dictation in open court.)

R.O.I & A.C.,

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