

**WITNESS CALLED AND DULY SWORN ON 18.01.2024.****FURTHER CROSS EXAMINATION BY SRI.B.A.J., FOR THE ADVOCATE FOR THE PLAINTIFF:-**

25. It is true to suggest that, as per Ex.D.29, Kiran Kumar/ plaintiff and Vasantha Kumar executed a sale deed in favour of Pradeep P.Oak and another, in which I am confirming party. I have produced the sale deed as mentioned in para XIII, page no.7 of Ex.D.29, which is marked as Ex.D.31. It is true to suggest that, as per the Ex.D.31, I have received the Rs.2.75crores as sale consideration and executed the sale deed in favour of plaintiff and Vasantha Kumar. Witness volunteers It is not sale consideration, it is loan. There is no reference about Rs.2.75crores as a loan in Ex.D.31.

**Question:** As per terms mentioned in Para no.15, page no.7 of Ex.D.29, you have not cleared the loan of Axis bank ?

**Answer:** I have not cleared the loan, since the amount received was not ment for clearing the loan.

It is true to suggest that, In Page no.7 of Ex.D.31, mentioned as “the vendor herein to clear the existing bank loan and for his business needs and necessities and offered to sell the schedule property-B,C,D,E for total sale consideration of Rs.2.75crores”.

26. It is true to suggest that, In para no.16, page no.7 of Ex.D.29 mentioned as “the confirming party is not in a position to close the loan with international asset reconstruction company, Mumbai (IARC), the vendors as well as the confirming party herein for clearing for various necessities have offered to sell the schedule-

B property, schedule-C property, schedule-D property and schedule-E property for a total sale consideration of Rs.3.75crores”.

27. It is true to suggest that, In para no.18, page no.9 of Ex.D.29 mentioned as “the confirming party have also produced communication of IARC dtd.23.06.2016 to the effect that, on receipt of payment of Rs.2.75crores all claims of IARC would stand satisfy”.

28. It is true to suggest that, out of total sale consideration of Rs.3.75crores, Rs.2.75crores has been given to my loan account with IARC. It is true to suggest that, out of total sale consideration of Rs.3.75crores, Rs.1.00crore has given to Kiran Kumar/ plaintiff and Vasanth Kumar.

29. It is false to suggest that, I have issued a cheque for Rs.1.75crores towards balance in favour of plaintiff and vasantha Kumar.

**Question:** You have not paid Rs.1.75crores to the plaintiff and vasantha Kumar towards balance ?

**Answer:** As per the mutual agreement there was no balance amount of Rs.1.75crores payable to plaintiff and vasantha Kumar no where it is mentioned in Ex.D.29 and 31.

I have not produced the mutual agreement since it was not mentioned in Ex.D.29 and 31.

**Question:** Is it correct, towards the balance of Ex.D.29 and 31, you have issued cheque amount of Rs.1.75crores to vasantha kumar and said vasantha kumar has filed cheque bounce case against

you ?

**Answer:** Yes, cheque bounce case is filed. But, there is no balance payable of Rs.1.75crores as per Ex.D.29 and Ex.D.31. Rs.1.75crores is nothing to do with cheque bounce case.

It is false to suggest that, as per the mutual agreement I have issued a cheque infavour of Vasantha Kumar.

30. Ex.D.30 sale agreement is cancelled since the property has jointly sold as per Ex.D.29. It is false to suggest that, the I am falsely stating as property mentioned in Ex.D.30 sale agreement is cancelled since the property has jointly sold as per Ex.D.29. Ex.D.30 and Ex.D.32 are one and same document.

Ex.P.2 is executed by me in favour of plaintiff.

31. Ex.D.33 cash voucher prepared by our staff Ashwini. Ex.D.33 cash voucher issued towards Kiran/ plaintiff. 'Towards on account' means payment made towards running account of Kiran Kumar. It is false to suggest that, Ex.D.33 is created by me.

**Question:** What prevented you to pay the alleged amount to Kiran Kumar/ plaintiff directly ?

**Answer:** Mr.Kiran Kumar is non-resident of Bangalore and Praveen Kumar is his representative.

**Question:** Whether you have any document to shows that, Praveen is representative of Kiran Kumar/ plaintiff ?

**Answer:** Praveen is witness in all the documents produced before this court.

It is false to suggest that, Praveen is not a representative Kiran

Kumar/ plaintiff.

32. Through Ex.D.34, I have paid amount to Praveen on account of Kiran / plaintiff. I have paid commission to Praveen since he is representative of plaintiff and Broker. It is true to suggest that, Ex.D.34 not contained the signature of the receiver, since as it is adjusted to the new loan. It is false to suggest that, Ex.D.34 is created by me.

33. As per Ex.D.35 I have paid the amount to Sai Pradeep on account of Kiran. Sai Pradeep is brother of Praveen. It is false to suggest that, Ex.D.35, 36 and 37 are created documents by me. Through Ex.D.38 I have paid the amount to Praveen on account of Pulla Naidu and plaintiff. In Ex.D.38 the name of plaintiff is not mentioned. It is false to suggest that, Ex.D.38 and 39 are created by me.

34. It is true to suggest that, in Ex.D.40 mentioned that, the amount paid to Praveen towards miscellaneous expenses. It is true to suggest that, in Ex.D.40, 42 and 43 the name of plaintiff is not mentioned. It is true to suggest that, In Ex.D.43 in the place of receiver's signature, our company seal is there. But, it was struck off. Ex.D.44 is signed by S.Raju, who is representative of plaintiff. In Ex.D.44 in 2<sup>nd</sup> line, mentioned that 'paid to Praveen'. It is false to suggest that, Ex.D.44 is fabricated by me. It is true to suggest that, the Ex.D.45 does not contained the receiver signature. Witness volunteers amount was deposited to Praveen's ICICI bank account,

challan is also enclosed, it is marked as Ex.D.46. It is false to suggest that, Ex.D.45 and 46 are concocted document. It is true to suggest that, Ex.D.45 and 46 does not discloses the name of the plaintiff. Corrections made in Ex.D.47 by our officials and they have counter signed. It is false to suggest that, Ex.D.47 created by me for the purpose of this case.

**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.