

DATED: 17.02.2026 PW.1 PRESENT AND OATH IS ADMINISTERED.

CROSS EXAMINATION BY SRI.STR ADVOCATE FOR DEFENDANT:

I have studied up to 12th standard. I know to read and write English language. Before my father got admitted in the hospital I was into Music production under going a course. It is true that as my father had suffered a stroke he was admitted to the hospital. It is true that my father till his demise was in the hospital. It is true that my father was Diabetic, suffering from hypertension and there was no movements in the right limbs. Before being admitted to Sakra World Rehabilitation Center about 1 month earlier my father had suffered stroke. It is false to suggest that even before suffering stroke my father had health issues for about 1 years. Witness says his father had suffered heart attack about 2 years prior to being admitted at Sakra Hospital. It is false to suggest that since suffering heart attack my father had reduced business activities. If it is suggested that as my father had disability in the limbs he was affixing thumb impression witness says after suffering stroke he was affixing thumb impression. It is false to suggest that about 1 year prior to suffering stroke my father's mental

condition was not proper and he was not able to judge between good and bad.

2. I have gone through the contents of Ex.P.1 and what has been mentioned there in is correct. It is true that except my father, Mr.Shailesh and Mr.Swaroop no other person have signed Ex.D.1. If it is suggested that there is no mention in Ex.D.1 has to the place where it was executed witness says it was at the office of Bahar Enterprises under the letter head of Bahar Enterprises. It is false to suggest that Ex.D.1 has been got executed in the office of Mallikarjuna Chitra Mandira at Shivamogga. It is true that I do not have any personal knowledge of the transactions but it is only on basis of the documents. Witness also says he has also got knowledge from the things told by his father.

3. It is true that the obligation as per clause 6 of Ex.D.1 was required to be performed. Similarly for the next 100 weeks rent payable was Rs.1,20,000/-. It is false to suggest that it has been wrongly pleaded in the plaint that for the 1st 100 weeks it was Rs.1,50,000/- and for the next 100 weeks it is Rs.1,50,000/-. Similarly it is false to suggest that

same is mentioned in para 4 of my affidavit evidence. It is false to suggest that I have no knowledge about the facts of the case and I am only repeating what my deceased father told before the court.

4. It is true that as on the date of Ex.D.1 Rs.10.00 lakhs is transferred through RTGS to the defendant. I do not remember the date, month, year on which Rs.5.00 lakhs by additional security deposit was paid through cash but it was paid through cash. We have not taken any acknowledgement for having paid Rs.5.00 lakhs in cash as it was on mutual understanding. It is false to suggest that I am deposing falsely that we have paid a sum of Rs.5.00 lakhs by cash to the defendant.

5. It is true that we had agreed to pay weekly rent at Rs.1,15,000/- for running the theatre. It is false to suggest that my father had supplied films for 60 weeks. It was for 44 weeks. Witness further says on rental basis it was for 25 weeks and the balance 19 weeks was on sharing basis. There is no document substantiating the same. It is false to suggest that at no point of time defendant had agreed to run on percentage

basis and it was only as per the terms of LOU. It is true that my father started supplying films from 22.11.2019 and stopped from 24.03.2022. It is false to suggest that as per the statements furnished both of us films have been exhibited for 60 weeks.

6. It is true that the signature found on the copies of the invoices dated 18.03.2022 and 11.03.2022 produced as part of unexhibited documents of plaintiff at pages 23, 25 and 27 are my signature. Those documents are also marked in defendant evidence collectively as part of Ex.D.3. It is true that I have signed in the capacity of Authorized Signatory as at that point of time my father was not able to sign. It is false to suggest that as per the LOU it was only on weekly basis and not on sharing basis. It is true that my father sent a legal notice at Ex.P.2. It is true that defendant replied to it under Ex.P.3. I am not aware of exchange of letters along with the reply notice. I do not know about the issuance of the letter at Ex.P.4. The letter at Ex.P.4 has been written by One Mr.Nagaraj the manager at our office. He still works with us. There is no document which stipulates requiring payment of interest at any rate upon delayed payments. It is true that after

settlement of all accounts there would be finalization of amounts to be received and amounts to be paid which would be termed as trade practice.

7. It is false to suggest that from 18.03.2022 because of ill-health no films was supplied by our father and there was no exhibition of any films. It is true that as per the terms of LOU Rs.5,000/- per week was to be refunded from the security deposit. It is true that defendants have repaid Rs.75,000/- at that rate for 15 weeks. Witness further says the said amount was deducted from the cash that was given to the defendant and not from the RTGS amount. It is false to suggest that I am deposing falsely so. It is false to suggest that even after adjusting security deposit amount we are still due to pay the amount as claimed in the counter claim. It is false to suggest that defendant is liable to pay the amount as claimed in the suit. It is false to suggest that though I have no knowledge about the facts of the case I am deposing only on what my father has told before the court. It is false to suggest that we are liable to pay the amount under the counter claim.

Re-examination: Nil.

(Typed to my dictation in the open Court.)

R O I & A C

**(ARJUN S MALLUR)
LXXXV ACC & SJ, BENGALURU.**