

DATED: 20.02.2026 DW.1 PRESENT AND OATH IS ADMINISTERED.

CROSS EXAMINATION BY SRI.MKH ADVOCATE FOR PLAINTIFF:

I am a B.Com Graduate. The defendant is in existence since the time of my grand father. The other partner Mr.Swaroop is my younger brother. Deceased plaintiff Basha was known to me for 20 years. Prior to the LoU we had not undertaken any films screening through said Basha. It may be true that Bahar Enterprises run by deceased Basha is a well known distributor in the Kannada Film Industry. Prior to entering into the LoU we had conversed with Basha over phone, there was no personal meeting. It is false to suggest that we had contacted Mr.Basha for the purpose of screening films in the defendant.

2. It is false to suggest that on 14.11.2019 for the purpose of executing LoU I had come to the office of the Bahar Enterprises at Bengaluru. If it is suggested that prior to entering into LoU we had discussed with regard to the weekly rent and percentage with respect to exhibition of films witness says there was only discussion with regard to weekly rents and no discussion with regard to percentage was taken place. It is

false to suggest that as on the date of LoU and transfer of the I was in Bengaluru. It is false to suggest that I am deposing falsely that deceased Basha had come to Shivamogga to execute the LoU. If it is suggested that there was no impediment to have the LoU executed on the letter head of defendant had deceased Basha come to Shivamogga witness says deceased Basha had brought his letter head on which the LoU is executed. It is false to suggest that as I had come to the office of the plaintiff at Bengaluru the LoU has been executed in the letter head of Bahar Enterprises.

3. It is true that as per the terms of LoU for the 1st 100 weeks the weekly rent was Rs.1,15,000/-, the next 100 weeks the weekly rent was Rs.1,20,000/- and thereafter it could be extended mutually. It is true that under the LoU 1st screening took place from 22.11.2019. It is false to suggest that for the period 22.11.2019 to 20.12.2019 for 5 weeks it has been closed without any billing. Witness says they had sent the DCR (Daily Collection Report). It is false to suggest that for the 1st period till 20.12.2019 on mutual understanding there was no billing and from 27.12.2019 the billing has taken place. It is false to suggest that for the period 22.11.2019 to 20.12.2019 it has

been closed without billing on mutual understanding. It is false to suggest that plaintiff was not due to pay any amount for the 1st 5 weeks.

4. It is false to suggest that the billing commenced only from 27.12.2019. It is true that billing was made as per the DCR sent by us. It is true that we use to deduct the rent, share amount and GST and send the report for the amount payable. It is true that for the period 27.12.2019 to 06.03.2020 weekly rents have been received. It is true that from 13.03.2020 to 12.04.2020 because of lock-down measures there was no screening. If it is suggested that from 25.12.2020 to 26.03.2021 for the period of 11 weeks 6 weeks is billed for weekly rent and the next 5 weeks on percentage witness says they have not agreed for the billing on percentage. It is false to suggest that because of Covid pandemic as required weekly rents could not be achieved myself and deceased Basha over phone had agreed for payment on percentage basis.

5. It is false to suggest that for 29.01.2021, 05.02.2021 and 12.02.2021 no billings have been raised. It is false to suggest that as there was no rent collection for those 3 weeks

bills have not been raised. There is no necessity to issue any notice to the plaintiff with respect to declining weekly collection. If it is suggested that for the period 01.04.2021 to 31.12.2021 for 9 weeks it is on rental basis, for 9 weeks on percentage basis and for 2 weeks there was no billing witness says they do not accept the percentage basis. It is false to suggest that as we had agreed to received on percentage basis billing has been done on percentage basis. It is false to suggest that even though the percentage basis was agreed upon and amount was cleared I am now deposing falsely that we had not agreed for percentage. If it is suggested that for the period 01.01.2022 to 18.03.2022 for 2 weeks it is on rental basis, for 5 weeks on percentage basis and for 4 weeks there was no billing witness says they do not accept the percentage basis.

6. It is false to suggest that meanwhile in response to the discussion with plaintiff the deceased Basha paid a sum of Rs.5.00 lakhs by cash as additional advance/security amount. It is false to suggest that even though I received the amount by cash I am falsely denying it now. It is true that the last film screening with respect to plaintiff is 24.03.2022. If it is suggested that from 27.12.2019 to 24.03.2022 for 56 weeks it

is on rental basis for 28 weeks, percentage basis for 19 weeks and no billing for 9 weeks witness says films is exhibited for 60 weeks for which the plaintiff has to pay on rental basis. It is true that out of the security deposit defendant was required to pay weekly Rs.5,000/-. It is false to suggest that for only 28 weeks at the rate of Rs.5,000/- it would be Rs.1,40,000/-. It is false to suggest that out of the additional security deposit of Rs.5.00 lakhs deducting Rs.1,40,000/- we are liable to pay the plaintiff Rs.3,60,000/-. It is false to suggest that together with initial deposit of Rs.10.00 lakhs we are due to the plaintiff a sum of Rs.13,60,000/-. It is false to suggest that we are also liable to pay sum of Rs.9,62,500/- being the interest at 24% per annum from 18.03.2022 to 12.03.2025. It is false to suggest that as on the date of the suit defendant is liable to pay the suit claim.

7. DCRs were being sent over mail to the plaintiff. It is true that the plaintiff have made the billing as per the DCR. If it is suggested that as on 25.04.2022 the entire account with the plaintiff has been closed and there is no due by the plaintiff witness says the plaintiff is due to pay the amounts due towards the rents. It is false to suggest that we ourselves

stopped the exhibition of films with the plaintiff. It is false to suggest that taking undue advantage of the ill-health of deceased Basha we ourselves stopped exhibiting the films. We have not sent any notice to the plaintiff with respect to stopping of exhibition of films. If it is suggested that we have abruptly stopped screening of films within the period stipulated under the LoU witness says the plaintiff stopped sending films. We have not sent any notice informing the plaintiff about cancelling the LoU for not sending the films. It is false to suggest that by stopping screening of films we have troubled the plaintiff.

8. Prior to filing of the counter claim we have not issued any notice nor we have filed any proceedings with respect to the amount claimed in the counter claim as said Mr.Basha was not keeping in good health. It is false to suggest that only to avoid repayment of the security deposit to the plaintiff we issued a false reply notice and filed a false counter claim. It is false to suggest that till date we have not repaid the security deposit amount to the plaintiff. It is false to suggest that we are only liable to pay to the plaintiff and plaintiff is not liable to pay any amount as claimed in the counter claim.

Re-examination: Nil.

(Typed to my dictation in the open court.)

R O I & A C

**(ARJUN S MALLUR)
LXXXV ACCJ, BENGALURU.**