

DATED: 04.08.2025 DW.1 PRESENT AND OATH IS ADMINISTERED.

CROSS EXAMINATION BY Sri.M.K.N ADVOCATE FOR PLAINTIFF:

At the time of entering into Lease Deed I was also present in the spot but I have not signed upon the Lease Deed. I am aware of the facts pleaded in the plaint. We have not received any legal notice dated 07.02.2022 from the plaintiff. I have gone through the documents produced by the plaintiff. Lease Deed expired in the year 2021. It is true to suggest that from 01.05.2018 to 30.04.2021, as per the lease deed, the agreed rate of rent was Rs.3,56,798/- per month. Now I have gone through Ex.D.2. As per the concession given by the late Sri.Shailendra Kumar we have paid 50% rents for the months of April and May 2020. We have paid rents for the months of June, July and August 2020. It is true to suggest that Sri.Shailendra Kumar died in the month of October 2020. It may be true that after the death of Sri.Shailendra Kumar the plaintiffs herein have constituted a partnership through Partnership Deed dated 11.11.2020. It is true to suggest that the plaintiffs have addressed a letter dated 02.07.2021 calling upon the defendant to pay rents in the name of firm. Witness

identified the said letter which is already marked as Ex.P.9. It is true to suggest that after receipt of the said letter we are paying the rents to the name of said firm. We have paid the rents through bank accounts and also by way of cash. The defendant company is an Income Tax Assessee.

Question: How much of rents have been paid from 03.04.2021 to 31.10.2022 and what was the mode of payment?

Answer: Without checking the statement of account I cannot answer this question.

It is true to suggest that whenever the defendant paid rents the plaintiff was issuing receipts. Witness volunteers that on some occasions although we have paid rents the plaintiff has not issued receipts. It is true to suggest that Ex.D.3 is one such receipt. It is not true to suggest that subsequent to Ex.D.3 the plaintiff has not issued any receipt since we have not paid any rents. We had no impediment to enter into a fresh Agreement after expiry of Ex.P.1. It is true to suggest that the plaintiff No.1 issued a letter as per Ex.D.1 calling upon the defendant to come forward to enter into a fresh Lease Deed. After receipt of Ex.D.1 we made attempts to enter into a fresh lease deed. We have tender draft lease deed to the plaintiffs. It

Com.O.S.487/2024

DW.1

D.V.Harish

is not true to suggest that we have not made any attempt to enter into a fresh lease agreement with the plaintiff.

Cross examination adjourned to 3:00 P.M.

(Typed to my dictation in the open court.)

R O I & A C

**(JITHENDRANATH C.S.)
LXXXVI ACC & SJ, BENGALURU.**

Witness called at 3:00 p.m. and duly sworn on 04.08.2025.

Further cross-examination by Advocate Sri.M.K.N for Defendant:

We have not produced any document to show that we have paid rents subsequent to October 2022. Approximately we have paid monthly rents of Rs.3 to 4 lakhs per month.

We have not produced any document to show that we have paid Rs.1,40,00,000/- to deceased Sri.Shailendra. Smt.Pushpa the wife of Sri.Shailendra was aware of the fact that we have paid Rs.1,40,00,000/- to deceased Sri.Shailendra.

Question: Have you got any impediment to mention in Ex.D.2. with respect to payment of Rs.1,40,00,000/- made to the deceased Sri.Shailendra.

Answer: Since Ex.D.2 is pertaining to the issue of rent and

therefore, we had no occasion to mention the said fact in Ex.D.2.

I am not aware of the fact that the plaintiff has retained the carbon copies of rent receipts. One Smt.Saritha S.D is our employee. Some receipts have been shown to the witness. The witness having gone through carbon copies of the receipts, these are the rent receipts. The said receipts have been marked as **Ex.P.11 to Ex.P.40**. We have shown the rents paid to the plaintiff in our Income Tax Returns. It is true to suggest that the plaintiff has issued a notice dated 20.12.2023 as per Ex.P.4. It is true to suggest that we have paid rents of Rs.3,21,117/- per month excluding GST. It is not true to suggest that since October 2022 we have not paid rent to the plaintiff. It is not true to suggest that we have not paid Rs.1,40,00,000/- to deceased Sri.Shailendra. About November or December of 2021 we started renovating the suit property. I can produce the draft lease deed to the court. It is not true to suggest that we never prepared draft lease deed and we never handed it over to the plaintiffs. We have not obtained any written concern from the plaintiffs before started renovation work but we orally got their consent. It is true to suggest that

Com.O.S.487/2024

DW.1

D.V.Harish

for the improvement of our business we have made renovation works. It is not true to suggest that without the consent of the plaintiffs we renovated the suit property. It is not true to suggest that we are in unauthorized occupation of the suit property. It is not true to suggest that after receipt of notice dated 20.12.2023 we have not paid rents or any part thereof. It is not true to suggest that we have caused damages to the plaintiff and therefore, we are liable to pay damages at the rate of Rs.5,00,000/- per month.

Re-examination: Nil.

(Typed to my dictation in the open court.)

R O I & A C

**(JITHENDRANATH C.S.)
LXXXVI ACC & SJ, BENGALURU.**