

**DATED: 06.06.2025 PW.1 PRESENT AND OATH IS ADMINISTERED.**

**FURTHER CROSS EXAMINATION BY Sri.B.G. ADVOCATE FOR DEFENDANT:**

**Question:** Who is the Managing Partner of the plaintiff firm?

**Answer:** All the three are having equal shares but my mother is the signing authority.

13. Most of the letter correspondences with the defendant have been made by mother after my father passed away. It is not true to suggest that I never dealt with the defendants with respect to lease agreement. I never dealt with the defendants through letters. Witness volunteers that on many occasions I communicated with the orally. My mother has good health. It is true to suggest that as per Ex.D.1 as on 02.09.2021 the issue was with the respect to renewal of Lease Agreement and payment of arrears of rent. It is true to suggest that as on 02.09.2021 we never indented to terminate the agreement but if the arrears of rent are paid we were intending to continue the tenancy. It is not true to suggest that the defendants could not pay the rents only during Covid pandemic. Even before 2020 I was aware of the transactions which were taken place between my father and defendants. Before 2020 my father had returned some letters to the defendants for they not paying rents. My father has not taken any legal action against the defendants for

not paying the rents before 2020. The defendants have cleared off all the dues which they were liable before 2020. Despite the defendants were not paying the rents regularly my father was allowed them to continue with the possession. In the meantime the defendants were also transferring the rents periodically but irregularly. My father had good relationship with the defendants. It is not true to suggest that due to my intervention the relationship between my mother and defendants was went down. It is not true to suggest that the defendants have been paying rents regularly except in one or two occasions. After institution of the suit, the defendants have paid about Rs.30,00,000/- towards the arrears of rent. Prior to addressing Ex.D.1 I visited the business place of the defendants thereafter I have not visited. It is not true to suggest that on 08.04.2024 myself and my agents interfere with the possession of the defendants over the suit property. It is not true to suggest that on that day myself and my agents caused damage to the door of the suit property. After my father passed away we issued Ex.P.9 calling upon the defendants to pay the rents to the account of newly constituted Partnership Firm. The attention of the witness drawn towards the paragraph No.4 of the plaint and asked the question that the defendants had cleared off the rents for the period of March 2021 to January 2022 by the time

suit was filed. Witness answers that without going through the accounts he cannot answer the question. On 07.02.2022 we have issued a notice terminating the tenancy but I do not know whether the notice served upon the defendants or not. I have not produced any postal acknowledgment for having served notice dated 07.02.2022.

14. During Covid-19 lock-down period we have given 10% discount to the defendants but I cannot specify to which months the discount was given. I can identify the signature of the my father. Now I have shown document. My father is the author of this letter and he signed upon the said letter. Learned counsel for the plaintiff submits that the same letter is a photocopy and I cannot be marked. Since, the witness admitted the letter and the signature of my father, subject to the objections of learned counsel, photocopy of letter marked as Ex.D.2 and signature of the father of the witness is marked as Ex.D.2(a). I have personal knowledge of the contents of Ex.D.2. The original of Ex.D.2 is with me. It is not true to suggest that though my father had granted 50% discount during Covid-19 pandemic, in ordered to harass the defendant I have reduce the same to 10% discount. Witness volunteers that during first lock-down my father had given the defendants 50% discount and during 2<sup>nd</sup> lock-down I given 10% discount to the

defendants. My father died on 29.10.2020. I am looking after all the assets and properties of my father and I am also doing furniture selling business. We have let out about 6 properties on rental basis. I am not ready to disclose the cumulative rents of all those properties. It is true to suggest that as per clause 6 of the Lease Agreement the lessee can make necessary alterations in the suit property. It is true to suggest that there is no need to take prior for permission from the lessor to do such alterations. After expiry of the Lease Agreement we have not issued any notice calling upon the defendants to collect security deposit from us. It is true to suggest that I have not made any attempt to refund the security deposit. Keeping in view of the prevailing rent of the properties situated abutting to the suit property, I have claimed damages at the rate of Rs.5,00,000/- per month from December 2023. In Ex.P.10 it is mentioned that the security deposit has been paid through cheque but the particulars of the cheque has not been mentioned. It is not true to suggest that the said Rs.30,00,000/- was received by my father by way of cash. At the time of my father is death he left behind his liabilities of loan of Rs.70 to 80 lakhs. It is not true to suggest that at the time of expiry of the Lease Agreement we had no enough funds to refund the security deposit of Rs.30,00,000/-. We have

documentary proof to show that we had enough funds to refund the security deposit. I was in 3<sup>rd</sup> standard when the lease agreement was entered into. I was not aware of the contents of lease agreement when it was entered into. I have no documents to show that I was present when the agreement was entered into between my father and defendants. It is true to suggest that from January 2024 the defendants became illegal occupants and prior to that the tenancy was legal and valid. The defendants were paying the rents but they were irregular in paying the rents. After issuance of Ex.D.1 my mother never met the defendants and there is no talks between them. It is not true to suggest that in the year 2006 my father has obtained a loan of Rs.1,40,00,000/- from the defendants for the purpose of development of the property. The defendants are maintaining the suit property on their own expenses. Since I have no knowledge I never attended to stop the renovation and other developments made in the suit property. The defendants have been paying rents through bank account. We have been issuing rent receipts to the defendants. We have preserved the copies of rent receipts. From 2020 until filing of the suit the defendants have made certain payments towards rent for which we have issued receipts. I can produce those rent receipts to the court. It is not true to suggest that my father and my

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mother were inconsistent in issuing the receipts even after receiving the rents. It is not true to suggest that the security deposit of Rs.30,00,000/- have been received by way of cash to avoid Income Tax. It is not true to suggest that my father and mother have received rents by way of cash on many occasions. Before institution of the suit we initiated Pre-Institution Mediation before DLSA. Before DLSA the defendants were appeared but not come forward to settle the disputes.

(Upon the request of advocate for defendant further cross examination deferred)

(Typed to my dictation in the open Court.)

**R O I & A C**

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