

DATED: 21.06.2025 PW.1 PRESENT AND OATH IS ADMINISTERED.

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

15. It is incorrect to suggest that after expiry of Ex.P.1 Agreement, my mother was in-claimed extend the lease for further period. I do not wish to answer your question that how many of the properties belongs to my family are kept vacant and occupied by the tenants. I wish to start business of my own in one of the properties belongs to my family. It is not true to suggest that in the year 2021 my mother had no enough funds to repay the security deposit to the defendant and therefore, my mother allowed to be continued the defendant in the suit property. I have sufficient documentary proof to show that we had sufficient funds in the year 2021 to refund security deposit to the defendant but I have not produced any such documents to the court. It is true to suggest that my mother is looking after day to day affairs of the business more particularly with respect to the property involved in the present case. It is true to suggest that immediately after expiry of Ex.P.1 Agreement we have not issued any notice to the defendant calling upon them to collect security deposit from us. I am not sure that whether any notice of eviction was issued to the defendant in between 02.09.2021 and 19.12.2023. I have sufficient documentary evidence to

show that the defendant is the chronic defaulter in paying the rents. I have not produced all those letters to the court. It is not true to suggest that for the first time in the plaint I have raised a plea that the defendant is the chronic defaulter. It is true to suggest that when the defendant was renovating the suit property during 2021-2022 we have not made any attempt to stop the same. In between 2006 and 2021 we have not issued any legal notice to the defendant calling upon them to pay the arrears of rent or we have not initiated any proceedings to recover the rents or for eviction of defendant from suit property. My father had written several letters to the defendants to pay the arrears of rent. I have not produced all those letters to the court. It is true to suggest that after expiry of Ex.P.1 no time duration was stipulated within which the new Lease Agreement had to be entered into between the parties. I was not aware of the fact that the defendant was making substantial investments in the suit property. I had no occasion to inform the defendant that lease would not be extended despite such investments are made. The attention of the witness drawn towards Ex.D.1. After issuance of Ex.D.1 we have not made any discussion with the defendant for formalizing the lease extension by way of entering into new Lease Agreement. Before issuance of quite notice we have not addressed any letter to the defendant

conveying that lease would not be extended. We have not offered any compensation to the defendant for eviction from the suit property. It is not true to suggest that we have awaited until the defendant renovated the suit property with an intention to demand twice the rent amount. It is not true to suggest that since the defendant did not agreed to pay twice the rent amount I deliberately issued termination notice. A copy of rent receipt show to the witness, he admits that my mother has issued this rent receipt. Advocate for defendant submits that the defendant is not the custodian of original document, the original thereof is with the plaintiff's. Witness submits that the original rent receipt would be issued to the tenant and the plaintiff is not the custodian of the original document. We have retained carbon copy of rent receipts. Since, the witness admitted the contents of rent receipt the same is marked as **Ex.D.3**. It is not true to suggest that despite the defendant has been paying rents regularly, in ordered to enrich unjustly we have filed the present suit. It is not true to suggest that as per Ex.P.1 the defendant has right to continue to stay in the suit property for the another period of 15 years. It is not true to suggest that unlawfully we have issued termination notice.

RE-EXAMINATION: NIL.

(Typed to my dictation in the open Court.)

COM.O.S.487/2024
PW.1
SRI.VIKYATH.S.LATCHMAIAH
R O I & A C

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