

**Witness is recalled as per order of Hon'ble High Court of Karnataka in WP No.26232/2025 on IA Nos.22 and 23 and duly sworn on 05.12.2025.**

**Further cross examination by Sri.HSD advocate for defendant No.1:-**

19. I do not know whether we have received any amount from defendant No.1 with regard to suit loan

prior to 25.05.2015. Witness volunteers, he has to check COP records to ascertain it. Witness is confronted with certified copy of memo dated 04.02.2020 and he admits that as per said memo, plaintiff received first payment from defendant No.1 on said date. The said memo is marked as **Ex.D33** as per request of counsel for defendant No.1. I do not remember whether defendant No.1 has written any letter to plaintiff that he is in due of any amount to plaintiff. I do not know if, defendant No.1 has not written any such letter to plaintiff. It is true to suggest that if, defendant No.1 had written any such letter to plaintiff, such original letter will be available in the office of plaintiff. I do not know if, whatever payment was made by defendant No.1 to plaintiff was without prejudice contentions and rights of defendant No.1 as per Ex.D33 memo. I do not know if, whatever was stated in said memo was applicable to future payments also.

20. I had met Ramaraju. I cannot recall whether Ramaraju has signed any documents with regard to suit transactions. It is true that Ramaraju was Karta of defendant No.4. It is false to suggest that there was no privity of contract between plaintiff and defendant No.4. It is true to suggest that as per para 7 of the plaint, plaintiff has admitted that defendant No.1 was not owner

of suit schedule properties. It is true to suggest that defendant No.4 is not a party to Ex.P3 Deed of Mortgage. I am not aware if, as on the date of Ex.P3, the property was already mortgaged to SBI. I am claiming right against defendant No.4 HUF as suit schedule properties belong to them. I am not aware as to where, when and how and from which person defendant No.4 is liable to pay suit liability to plaintiff. I do not know if, defendant No.4 did not get any benefit from suit transactions and there was no legal necessity for defendant No.4 to become liable to suit transactions.

21. We have purchased first page of Ex.P3 stamp paper for the purpose of executing Deed of Mortgage. I do not know why date was not mentioned on Ex.P3. The contents of 2<sup>nd</sup> page of Ex.P3 that "in March 2014" said Mortgage Deed was executed is correct. Witness again states that it was printed in the month of March 2014 and it was executed in the month of April 2014. It is false to suggest that Ex.P3 was not at all executed by defendant No.1.

22. I know Srinivasa Raju. It is false to suggest that said Srinivasa Raju has not signed Ex.P3. Apart from me, there were multiple people at the time of signing of Ex.P3 by Srinivasa Raju. I do not remember their names.

It is not correct to state that though, I cannot recall their names, I know as to who else were present at that time. Witness volunteers, since it was 11 years back, I cannot recall it. As Srinivasa Raju assured to get signatures of witnesses on Ex.P3 on the date of its registration, we did not obtain signatures of any witnesses on it. We were consulting an advocate at the time of drafting Ex.P3. It is true to suggest that our advocate had informed us about stamp duty payable on Ex.P3 and we were aware of it. As per advise of our advocate, we purchased the stamp paper of Rs.200/- only. It is false to suggest that no advocate has advised us to purchase stamp paper of Rs.200/- for Ex.P3. I cannot remember the name of said advocate. I am not aware whether we were advised that a Mortgage Deed has no value, unless it is attested by two witnesses. It is false to suggest that the entire Ex.P3 document is prepared by us after the debt became time barred to over come the limitation. It is false to suggest that after knowing that the normal period of limitation for loan is three years, in order to over come said period of limitation, we prepared Ex.P3 knowing fully well that limitation for Mortgage Deed is 12 years. It is false to suggest that we purchased an anti dated stamp paper for said purpose. It is false to suggest that since anti dated stamp paper of higher value was not available, we

purchased anti dated stamp paper of Rs.200/- only.

23. I do not remember if, in Company Petition No.161/2016 plaintiff has received amount of Rs.50,00,000/-, Rs.25,00,000/- and Rs.25,00,000/- by way of three DDs. It is true to suggest that one case is pending against defendant No.1 for winding up, which is filed by G.K. Ispat company. I do not remember if, said winding up petition is also signed by me. Now, I see Ex.D26 and it contains my signature as a Director of G.K. Ispat Pvt. Ltd. I am not Director in plaintiff company. I am Director in G.K. Ispat Pvt. Ltd. only. I am giving evidence in this case as Manager of plaintiff company. It is false to suggest that I am not the Manager of plaintiff company. I am not aware if, substantial amount has been received by G.K. Ispat from plaintiff in Company Petition No.160/2016. It is false to suggest that I have represented that G.K. Ispat and plaintiff company are sister concerns. It is false to suggest that when defendant No.1 came forward to pay some money to plaintiff, I requested defendant No.1 to pay said money to G.K. Ispat. It is false to suggest that on my request, defendant No.1 paid Rs.1,20,00,000/- to G.K. Ispat, which was payable to plaintiff company.

24. I do not remember if defendant No.1 has paid Rs.24,00,000/- to G.K. Ispat by way of cheque No.22778 dated 03.05.2018.

I do not remember if defendant No.1 has paid Rs.20,00,000/- to G.K. Ispat by way of RTGS dated 25.07.2022.

I do not remember if defendant No.1 has paid Rs.20,00,000/- to G.K. Ispat by way of RTGS dated 25.08.2022.

I do not remember if defendant No.1 has paid Rs.50,00,000/- to G.K. Ispat by way of RTGS dated 23.09.2022.

I do not remember if defendant No.1 has paid Rs.50,00,000/- to G.K. Ispat by way of RTGS dated 16.11.2022.

I do not remember if defendant No.1 has paid Rs.50,00,000/- to G.K. Ispat by way of RTGS dated 05.01.2023.

25. There is a Board Resolution of plaintiff to take suit schedule property into a Mortgage Deed. There is no specific Board Resolution of plaintiff for purchasing stamp paper for said Deed. It is false to suggest that there is no

resolution of plaintiff to create Mortgage of suit schedule properties. It is false to suggest that Ex.P3 is created document for the purpose of this case and it is not a genuine document. I am not aware whether there is any Board Resolution of defendant No.1 to create said Mortgage. I am Director in two companies. I am aware about powers of Director of a company. A Director of company has right to create Mortgage without Board Resolution. It is false to suggest that even if, Srinivasa Raju has signed Ex.P3, he had no such authority to sign it without a Board Resolution of defendant No.1.

26. I do not know why plaintiff being Mortgagee purchased stamp paper for Ex.P3. It is false to suggest that the seals of defendant No.1 company seen in Ex.P3 are not put by Srinivasa Raju and we ourselves have put said seals by creating it. It is true to suggest that as per Clause No.5(iv), rate of interest was 12%. Witness volunteers, it is for other charges mentioned in said clause. According to me, Clause No.5(iv) shall be read in totality and same would apply to concerned. The 12% interest provided in Clause No.9 of Ex.P3 should also be read in totality.

27. It is true to suggest that plaintiff is not a party to Ex.P6 and P9 documents. We have applied interest of

24% p.a. compounded annually to get result of calculation as per Ex.P5. It is false to suggest that there was no agreement to pay any interest. I cannot remember whether there is any other documents other than Ex.P3 to show that interest was payable. We have claimed compounded interest as per agreed terms. It is written in Ex.P3 Mortgage Deed. I do not remember which computer was used to generate Ex.P5 document. I do not remember whether I am in control of computer or not. As per Ex.P7 certificate, we had used HP laptop to generate said document. I do not know who is using said laptop now. I do not remember who printed said document. I do not know if, I am not in-charge and I was not in control of said laptop. Witness states at that time, I was in-charge of it earlier.

28. I was aware about liability of defendant No.4 as on the date of Ex.P8 notice. As per advise of my advocate, we did not send notice to defendant No.4 on said date. It is false to suggest that we had no authority to pay deficit stamp duty and penalty on Ex.P3 after lapse of one year from the date of its execution. It is false to suggest that as we have not signed Ex.P3, plaintiff is not a party to said Deed.

29. The plaintiff company is an income tax Assessee. We pay income tax on our income. I do not know if, we pay income tax on our entitlement also. I do not know if, we pay income tax on the amount of interest we get. I do not know whether we have paid income tax on the basis of amount claimed in this suit. I do not remember if, plaintiff has not paid income tax on the amount claimed in this suit. It is false to suggest that we have not paid any income tax on interest, since there was no agreement between parties to pay the interest. It is false to suggest that we have suppressed income tax records of plaintiff because such records of plaintiff would show that interest was not payable. I have to check with our company to say whether I can produce income tax records of plaintiff. I do not know if, our plaintiff company will not agree for production of such records as same would lead to injurious result to plaintiff company.

30. It is true to suggest that defendant No.1 has not given any originals or certified copies of title documents of schedule properties to plaintiff. Srinivasa Raju on behalf of defendant No.1 company had agreed to obtain signatures from all concerned persons as per para 14 of my chief affidavit. It is false to suggest that Srinivasa Raju has not given any such assurance. I do not

know what the word "more perfectly" in para No.14 of my affidavit denotes. I cannot recall who were other persons who need to sign and assure title as per said paragraph. I do not mean that Ex.P3 Mortgage Deed is invalid and improper by virtue of para 14 of my chief examination affidavit. It is false to suggest that plaintiff is not entitled to enter and inspect the schedule properties as per said paragraph. It is false to suggest that there was no agreement as to not to alienate the properties as per said paragraph. It is false to suggest that defendant No.1 has made all its transactions correctly and plaintiff has no right to challenge its transactions, including the transactions entered with defendant Nos.2, 3, 5 and 6. I do not know if, as per para 20 of my affidavit, the Mortgage Deed was compulsory registerable document. It is false to suggest that defendant Nos.1 and 4 had never told that they would register Ex.P3 Mortgage Deed. It is false to suggest that plaintiff is not entitled for any money and the present suit is liable to be dismissed. It is false to suggest that the amount of Rs.9,00,00,000/- deposited by defendant No.1 as security in this case is refundable to said defendant.

**Re-examination:-** Nil.

(Typed to my dictation in the open court)

R.O.I & A.C.,

**(ANAND T. CHAVAN)**  
**LXXXIV Addl. City Civil & Sessions Judge,**  
**(CCH-85) Commercial Court, Bengaluru**