

**Witness called and duly sworn on 06.02.2023.**

**Further Cross-examination by Sri. N.G.K., Advocate for Defendant :**

**Q:-** Can you say where was the meeting held in pursuance to Ex.P.6(a)?

**A:-** In defendant's office.

I went all alone to the said meeting. Mr. Sriram, Mr. Roshan and Mr. Kalyan had attended the meeting on behalf of the defendant. The defendant had called for the meeting and I have attended the meeting as per the intimation of the M.D. of the defendant i.e., Mr. Sriram. In the said meeting, there was discussion in regard to the discount, the defendant starting a new company and raising of invoice.

**Q:-** Did there was any settlement arrived in regard to the discount?

**A:-** I have stated if the earlier payments are made or cleared then the discount can be looked into.

It is true that defendant Mr. Sriram had requested for discount for the previous bills. Witness volunteers he had demanded to clear the previous bill to the defendant and then the discount will be looked into later. Prior to the meeting in pursuance of Ex.P.6(a), there was no discussion in regard to the discount between us. After the meeting dated 04.02.2019, there was no other meeting held in regard to discount. It is true that there was meeting held on 12.09.2019. Witness volunteers the said meeting was held with

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Mr. Roshan and the said meeting was in respect of system return not discount. It is false to suggest that there was a meeting held on 25.07.2019 between myself and defendant No.2 Mr. Sriram. It is false to suggest that there was a settlement in the meeting dated 25.07.2019. Witness volunteers when there is no meeting on 25.07.2019, the question of settlement does not arise. It is true that the defendant had issued the cheque for Rs.25,00,000/- to me. Witness volunteers the cheque of Rs.25,00,000/- issued is towards the new company payment and the defendant had kept the old payment of Broadvision Prospective Private Limited. I do not remember the date of issuance of the cheque of Rs.25,00,000/-. It is true that the defendant had subsequently made payment of Rs.25,00,000/-. Witness volunteers the amount of Rs.25,00,000/- belongs to Broadvision Prospective Private Limited and the defendant informed to keep the cheque of Rs.25,00,000/- and to be presented on intimation with regard to the sufficient balance. It is false to suggest that the defendant had intimated to destroy the cheque of Rs.25,00,000/- as the defendant has already made payment of Rs.25,00,000/- to me. It is false to suggest that I have presented the cheque of Rs.25,00,000/- against the instruction of the defendant. I do not remember the return endorsement of the cheque of Rs.25,00,000/-. Witness volunteers the cheque was bounced. I have not informed in regard to the dishonor of cheque. I have not issued any notice for dishonor of cheque. Witness volunteers that he had issued notice for claiming the outstanding amount of Rs.85,80,290/-.

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Smt.Gowri Sriram had not participated in any of the meetings. It is true that the defendant No.2 and 3 have not given any undertaking that they will clear the dues in their personal capacity. I have made defendant No.2 and 3 as a parties to the proceedings as they are the board of director of defendant No.1.

(Further Cross examination deferred at 2.45 P.M. )

**(Typed to my dictation in the open court)**

**R.O.I. & A.C.**

**[Nerale Veerabhadraiah Bhavani]**  
**LXXXVI ADDL. CITY CIVIL JUDGE**  
**BENGALURU CITY.**

**Witness recalled and duly sworn on 06.02.2023.**

**Further Cross-examination by Sri. N.G.K., Advocate for Defendant :**

It is false to suggest that there was a meeting held of 25.07.2019 between myself and the representative of the defendant. I have continued to raise invoices to the defendant pursuant to the meeting held on 04.02.2019 with old rates. It is false to suggest that subsequent to raising of invoice after 04.02.2019, the defendant has raised concern in regard to the invoices raised and sought for discount.

**Q:-** Have you not received any e-mail from the defendant in regard to the discount subsequent to 04.02.2019?

**A:-** I have received the e-mail. Witness volunteers he had informed that the discount will be considered after the payment of old dues.

It is false to suggest that the rates mentioned invoices are disputed by the defendant.

**Q:-** Have you produced the invoices before the court?

**A:-** I have produced the invoices before the court. Witness volunteers the invoices were not marked but excel sheet pertaining to the details of the invoice is marked.

The entries made in the excel sheet is prepared by me. Witness volunteers he has forwarded the excel sheet to the defendant. I have produced the e-mail correspondence for having forwarded the excel sheet to the defendant. The defendant has not responded to forwarded e-mail correspondence to me. It is true that I have issued notice to the defendant prior to the filing of the case before the NCLT.

**Q:-** Do you know the content of notice?

**A:-** I do not remember the exact content. Witness volunteer he had asked for the payment of the amount.

I have produced to the said notice before the court. Now the witness again says he is not produced. It is true that the matter

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before the NCLT was disposed of as both the parties have agreed for the settlement. It is false to suggest that the matter before the NCLT was disposed of as my claim will not stand since there was a pre existing dispute. It is false to suggest that I have not produce any document on the agreed rate to fix in the invoice. I have produced e-mail communication to show the agreed rates. It is false to suggest that the defendant never agreed to the rates as mentioned in the invoice. Witness volunteers the defendant had received the system in pursuant in the E-mail communication and it indicates that the defendant had agreed to the rates mentioned in the invoice and the defendant was in the custody of the system.

After the disposal of the case before the NCLT, I have issued the notice to the defendant and called upon for a settlement.

I have claimed the amount on the basis of invoice raised against the defendant. It is false to suggest that the defendant is not liable to pay the suit claim as the defendant disputes the invoices raised. It is false to suggest that I have not provided the assistance or the service required by the defendant and not entitled for the suit claim. It is false to suggest that my self and the defendant never agreed for the rates mentioned invoices and inspite of it I have raised the disputed invoice and as such the defendant is not liable to pay the suit claim.

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I do not know whether I have produced certificate to prove the electronic means of communication. Witness volunteers his advocate is aware of that.

**RE-EXAMINATION : NIL**

**(Typed to my dictation in the open court)**

**R.O.I. & A.C.**

**[Nerale Veerabhadraiah Bhavani]**  
**LXXXVI ADDL. CITY CIVIL JUDGE**  
**BENGALURU CITY.**