

Com.OS.570/2021

PW.1

M.S.Sudarshan

DATED: 11.08.2025 PW.1 PRESENT AND OATH IS ADMINISTERED.

FURTHER CROSS EXAMINATION BY Sri.N.G.K ADVOCATE FOR DEFENDANT:

The defendant company has not placed any purchase orders with the plaintiff. We have not issued any proforma invoices to the defendant. It is true to suggest that the plaintiff has not entered into any Rental Agreement with the defendant. We use different models of business with different companies. We have not filed any case of similar kind against any other company.

Question: When was the last payment made by the defendant?

Answer: The defendant has not at all made any payments.

It is true to suggest that on 09.08.2018 the defendant company has paid a payment of Rs.25,00,000/-. Witness volunteers that the old company (Broad Vision Prospectives Company) has made the said payment. It is true to suggest that Ex.P.13 invoices begins from April 2019. It is not true to suggest that the defendant company has made payment of Rs.25,00,000/- against invoices marked as Ex.P.13. It is not true to suggest that despite the defendant has made payment of Rs.25,00,000/- we have once again made a claim for the same invoices in this suit. The said Rs.25,00,000/- payment was made against the

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invoices raised in the year 2018-19 in the name of Broad Vision Prospectives Company. It is true to suggest that Broad Vision Prospectives Company has no pending invoices and no liability.

It is true to suggest that in the year 2019 the defendant company has returned some of the monitor, workstations and computer systems. It is not true to suggest that we have raised the invoices against the systems which have already been returned in the month of September 2019 and onwards. We have not produced any break-up with respect to the systems provided to Broad Vision Prospectives Company because the same is not necessary in this case. I have no idea whether we have produced the documents marked as Ex.P.13 before this court in the NCLT proceedings. It is not true to suggest that we have created Ex.P.13 only for the purpose of the present case. It is not true to suggest that we have not sent invoices marked as Ex.P.13 to the defendant company. It is not true to suggest that earlier Ex.P.13 invoices were raised in the name of Broad Vision Prospectives Company and subsequently we changed into the name of present defendant company. I have gone through Ex.P.13, the same or not computer generated invoices. I do not know whether we have filed certificate u/Sec.65B of the Indian Evidence Act to Ex.P.13. It is true

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to suggest that Ex.P.14 is not the certificate to the invoices marked as Ex.P.13. We have sent Ex.P.13 invoices to the defendant through e-mail and courier. The said email communications are marked as Ex.P.6. We have not produced courier receipt but we have produced courier receipt numbers in Ex.P.4. It is not true to suggest that Ex.P.6 does not contain entire 887 invoices marked as Ex.P.13.

Question: Have you produced any documents to show that the rates have been agreed by the defendant?

Answer: I have produced such documents but I am unable to locate the same in the exhibits.

It is not true to suggest that I have not produced any documents to show that the rates have been agreed by the defendant. It is not true to suggest that although the defendant is not liable to pay the suit claim or any part thereof, we have filed false suit against the defendant and produced false evidence.

Re-examination: Nil.

(Typed to my dictation in the open Court.)

R O I & A C

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