

DATED: 11.03.2025 DW.1 PRESENT AND OATH IS ADMINISTERED.

FURTHER CROSS EXAMINATION BY SRI.LA ADVOCATE FOR PLAINTIFF:

9. I have received the legal notice with respect to termination of the engagement. It is true that in the interim I have issued several full and final statements. It is true that those statement of accounts differed from each other. Witness further says it was subject to waivers. It is true that the waivers were applicable only for the period March 2020 to March 2021. It is false to suggest that I kept on asking for payments for the period including the waiver.

10. It is true that my business Mall adheres to all safety and security measures of both visitors and business operators in the Mall. With regard to what was the foot fall during the period March 2020 to March 2021 I need to verify the records

as it was the Covid period. It is true that as a part of safety and security measures the Mall is equipped with CCTV cameras at all the required installations. It is false to suggest that entry and exist for the business operators was also equipped with CCTV cameras. With respect to entry of the goods whatever goods that has been brought into Vegacity Mall there were security points at the entry point of the service lifts. I do not have knowledge about how many exist points are there in the Mall. I have been working in the said Mall for last 7 years. I need to check with the operations departments regarding the safety and security measures adopted with respect to exit of goods and vehicles from the Mall.

11. It is true that business operations started from the date when the Mall provided its own billing software to the business operators. I do not remember the date now when the plaintiff first provided the billing software and POS (Point of Sale). If it is suggested that without the billing software and POS operators could not commence business I say it is true as per the policy but on account of Covid period there were some relaxation for which I need to verify from the office. It is true that the billing software was provided only with the intension of

tracking the business generation. Witness further says it was only for the operators in the food court.

12. As per the Government directions the entire Mall was shut for public and business operations during the Covid period. It is true that due to Covid as the foot fall was completely zero the business operations of the plaintiff was also nil. Revenue sharing was applicable only during the Covid period during which the rent was waived on the basis of brand to brand cases. I have not visited the plaintiff unit in the Mall. If it is suggested that the POS unit will be provided with the software only when the unit is fully ready for operations as per Mall policy I say it is true but in exceptional cases such as Covid relaxations were done. I do not know whether the plaintiff has spent more than Rs.15.00 lakhs for the interiors of their unit.

Further Cross Examination: adjourned at request.

(Typed to my dictation in the open court.)

R O I & A C

**(ARJUN S MALLUR)
LXXXV ACCJ, BENGALURU.**