

KABC170017232023



Witness present and duly sworn on 22.04.2025.

Further cross examination by Sri.LA for plaintiff:-

13. If it is suggested that whether invoices have been raised for the period March 2020 to March 2021 I say invoices have been raised as per the terms of the Waiver. If it is suggested that no rentals were required to be paid for the waiver period I say if it was zero rental were have not raised any invoices if it is 50% rental we have raised invoices for 50% likewise as per the terms of waiver. Documents are given to the plaintiff for the percentage of waiver given. I have produced those documents to the court also. I cannot say without checking the documents what was the percentage given. It is true that during waiver period the plaintiff was provided with Revenue sharing model. I need to check the records if the Revenue sharing model was applicable for June 2020 to December 2020. During the waiver period the Revenue sharing model as well as rental model were applicable based on month to month. As far as plaintiff is concerned both rental as well as Revenue share model were applicable based on month to month in the waiver period.

14. It is false to suggest that defendant has not raised any invoices against the plaintiff with regard to Revenue sharing model. It is false to suggest that defendant has not produced the said document either to the plaintiff or to the court. The amounts raised under Ex.P10 are true and correct. If it is suggested that in Ex.P13 we have again raised same amounts what was raised under Ex.P10 witness says these documents were before finalizing full and final settlement. It is false to suggest that till raising of Ex.P13 we have not adjusted the payments received till that date as reflected in Ex.P11 dated 20.12.2020 and Ex.P17 dated 18.01.2021. It is false to suggest that we have not given adjusted full and final statement to the plaintiff. It is false to suggest that for the periods 03.11.2020, 03.12.2020 and 04.01.2021 we have raised demand for full rental amounts contrary to Ex.P10. I do not remember now whether Revenue sharing was at 18% on the revenue generated for the month.

15. It is false to suggest that as per Ex.P1 there was no prior notice period for termination. It is true that during the Covid period there was no footfall as the Mall was shutdown and it was only on online modes. I do not remember whether there is any revenue generated statements with regard to the revenue generated by the

plaintiff for the revenue sharing period June to December 2020. If it is suggested that whether any document is given to the plaintiff with regard to waiver of rentals I say whatever the applicability period is that has been communicated to the plaintiff and it has been accepted by the plaintiff.

16. I do not know whether the mails showing repeated reminders being sent to the plaintiff is produced to the court or not. It is true that during the subsistence of Covid period the plaintiff had informed us that on account of less footfall he is not been able to run the restaurant. It is false to suggest that for the said reason plaintiff wanted to terminate. It is false to suggest that as alternate arrangement by bringing a Franchisee was also made.

17. The witness is shown the mail dated 22.10.2020 annexed with a statement as full and final settlement. The witness says it is not the full and final statement as they after issuing the said mail they have again reopened the restaurant. It is false to suggest that the defendant had issued multiple statements imposing arbitrary charges and false claims and therefore no settlement could have taken place.

18. It is true that generally in a commercial transaction no payment would be made if no invoice is raised. I do not know whether the plaintiff apart from main initial investment had to incur running expenses at Rs.2,25,000/- per month. We have not produced the revenue statement of POS to the court. It is false to suggest that without providing the POS statement we have raised the revenue sharing statement based on the revenue generated in January 2021. we did not receive any acceptance from the plaintiff with regard to the proposal made for settlement as mentioned in para 10 of my affidavit evidence. It is false to suggest that the restaurant could not be run to the full extent because of Covid and not because of plaintiff's inability.

19. It is false to suggest that whenever the plaintiff wanted exit the defendant was penalizing the plaintiff with higher cost. It is false to suggest that no document is given to the plaintiff with respect to the amount of Rs.1,47,537/- as mentioned in the amended Written statement. It is false to suggest that Ex.D12 and D13 have been fabricated by the defendant for the purpose of this suit. It is false to suggest that I have stated that the plaintiff was removing its Articles from March 2021. I do not know from when the plaintiff started removing its Articles. It is true that under the mail dated 18.08.2022

the plaintiff had requested permission of the defendant to remove its Articles. Witness further says the mail was not replied but orally it was agreed and the plaintiff removed its Articles. The printout of said email is marked as **Ex.P21**.

20. If it is suggested that there is no averment in the evidence regarding plaintiff orally permitted to remove its Articles I say I have produced the documents regarding plaintiff removing its Articles. The plaintiff has not issued any confirmation for having removed its Articles. It is false to suggest that one Shreelakshmi is not the authorized person to sign for the plaintiff and her signature on Ex.D12 and D13 has been fabricated. I do not know whether Shreelakshmi was present at the time of removal of Articles. It is false to suggest that as defendant gave multiple final statement of accounts with arbitrary charges and double billing no settlement took place. It is false to suggest that I am deposing falsely before the court.

Re-examination: Nil.

(Typed to my dictation in the open court)

R.O.I & A.C.,

**C/c LXXXIV ADDL. City Civil & Sessions Judge,
(CCH-85) Commercial Court, Bengaluru**