

DATED: 02.08.2024 PW.1 PRESENT AND OATH IS ADMINISTERED.

CROSS EXAMINATION BY ADVOCATE SRI.KBM FOR DEFENDANT:

I have not produced any documents to show that the plaintiff company engaged in the business of Manufacture, distribution and sale of fertilizer, pesticides, Agro-chemicals and such other products. I have not produced any documents to show that we are supplying products fertilizer and Agro-chemicals throughout India. We have appointed dealers to sell our products. We have not entered into any dealership agreement with the dealers. We have not issued any appointment letter to our dealers. We have not issued any appointment letter to the defendant. We impose terms and conditions only in the invoices. Now I have seen the GST invoices produced in the Court marked as Ex.P.2 to Ex.P.18 wherein the terms and conditions have not mentioned. It is true to suggest that the plaint does not contain the money paid by the defendant. We have not entered into any dealership agreement with the defendant. In paragraph No.10 of the plaint we have listed 17 invoices. The said invoices have been marked as Ex.P.2 to Ex.P.18. In the said invoices the name of billed customer is mentioned as Pavithra Agency. Now I have perused

Ex.P.33 upon which the date on which this document was sent is shown as 11.04.2022. One Mr.Srikanth Achanur the representative of the plaintiff signed Ex.P.33. In order to prove the defendant acknowledged the confirmation, we have produced Ex.P.33. Ex.P.33 is consisting of only one page. Confirmation sought and reply given by the defendant is on the same page. It is not true to suggest that the name of plaintiff is not reflecting on Ex.P.33. It is true to suggest that Ex.P.1 is issue on our letter head. We have corrected from the dealer and presented it to the Court. The name of the defendant agency is M/s Pavithra Agency. It is true to suggest that upon Ex.P.33 the seal is indicating- 'Pavithra Agencies'. In Ex.P.38 and Ex.P.39 we addressed letters to Pavithra Agency and the same have been acknowledged by Pavithra Agencies. In Ex.P.33 one Mr.R Muttu may have been signed. It is not true to suggest that the person by name Mr.R Muttu is not working with the defendants. It is true to suggest that Sri.Suresh Kumar is the proprietor of defendant firm. Now I have gone through Ex.P.33, Ex.P.38 and Ex.P.39. It is not true to suggest that the person who signed on Ex.P.33 is not signed on Ex.P.38 and Ex.P.39. It is not true to suggest that in order to create documents we have forged the signatures on Ex.P.33, Ex.P.38 and Ex.P.39.

Normally our company was communicating with Sri.Suresh Kumar, the proprietor of the defendant firm. It is not true to suggest that always the plaintiff company was making correspondence through its letter heads. Ex.P.33 was personally handed over to the employee of the defendant. The seal of plaintiff company is not affixed to Ex.P.33. In all pages of Ex.P.34 the seal and signature of the plaintiff company and its authorized signatory found. It is true to suggest that in Ex.P.34 the transaction dated 01.06.2023 indicating that we have received Rs.1,25,000/- from the defendant. Witness volunteers that the security deposit of Rs.1,25,000/- has been adjusted. We have not shown the said adjustment of Rs.1,25,000/- in the plaint. In the plaint we have not shown on which day the defendant was appointed as a dealer of the plaintiff company. It is true to suggest that Ex.P.34 is the statement pertaining to part of the transaction with the defendant. Witness volunteers that with respect to the 17 invoices marked as Ex.P.2 to Ex.P.18 we have confined our statement. The defendant was making payment by way of cheques, DDs and RTGS. It is true to suggest that we have not produced the GST statements. I am unable to say whether the outstanding dues of each dealer is reflecting on the audit report

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Mr.Prasanna K.P.

or not. Now I have gone through Ex.P.2 to Ex.P.10. These invoices have been raised in 2019 and 2020. I have not produced any email correspondence, letter or notice sent by the plaintiff company to the defendant calling upon him to make payment of the outstanding dues covered under Ex.P.2 to Ex.P.32. In Ex.P.2 to Ex.P.32 invoices the defendant was given with 3 months time to make payments.

(Upon the request of advocate for defendant further cross examination of PW.1 deferred)

(Typed to my dictation in the open Court.)

R O I & A C

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