

DULY SWORN ON: 09-07-2025

**CROSS-EXAMINATION BY Ms. AJ THE COUNSEL
FOR Defendant - 3:**

If it is suggested to me that the GPA in favor of D3 and 4 executed by D1 and 2 has been cancelled, I say that we have received notice of cancellation and it is a unilateral cancellation and therefore we have initiated arbitration.

2.It is true to suggest that the payment made by D1 in favour of the Plaintiff was through bank account in Karnataka Bank.

3.Apart from the above questions, Learned Counsel for D3 has put two other questions to this witness. Firstly, the suggestion that just like D4, even D3 is not liable to pay any amount to the plaintiff. Another suggestion put is that D4 is liable to pay the suit claim to the plaintiff. Both these questions and suggestions are disallowed because they are in respect of matters in which there is no adverse interest between defendant No. 4 and defendant No. 3.

Cross examination by Ms. DR for plaintiff :-

- 4.It is true to suggest that defendant No. 1 along with its power of attorney holder, i.e. D3 are jointly and severally liable to pay the suit claim to the plaintiff. At this stage witness has stated that he does not understand if the reference is made by rank of the party and to tell the name of the party and after the question is repeated that G R Natraj H U F and Pride and Expert Properties Private Limited are jointly and severally liable to pay the suit claim to the plaintiff, witness says it is only G R Natraj H U F which is liable to pay the suit claim to the plaintiff and not Pride and Expert Properties Private Limited.
- 5.If it is suggested to me that GR, Natraj, HUF, and Pride and Expert Properties Private Limited have not paid invoice amount to the defendant No. 4, I say it is only GR, Natraj, HUF which is liable to pay.
- 6.If it is suggested to me that D3 and D4 jointly

approached the plaintiff for doing the work as per the work orders, I say D3 suggested the name of plaintiff and we agreed. If it is suggested to me that in view of the extensive role of D4 under the tripartite agreement, D4 is also jointly and severally liable to pay the suit claim to the plaintiff. I say our role is only to facilitate the agreement and supervisory role in so far as signing of the cheque and therefore D4 is not liable to pay the suit claim to the plaintiff.

7.If It is suggested to me that the plaintiff has completed the work in consequence whereof D3 has issued completion certificate on behalf of D1, I say to my knowledge plaintiff has not completed the work and therefore we recommended removal of the plaintiff from the work. It is false to suggest that since D4 is joint signatory to the cheque D4 is equally liable to pay the suit claim to the plaintiff. It is false to suggest that since the power of attorney and agreement is not terminated,

D4 is equally liable to pay the suit claim to the plaintiff.

8.It is false to suggest that since as per the ledger account of the plaintiff there is still outstanding amount due and payable to the plaintiff, all the defendants are liable to pay the said sum to the plaintiff. I do not know if it is suggested to me that I have not produced any documents to show that the work of plaintiff is incomplete. Witness volunteers, it is D3 who is concerned with it.

9.I do not know if it is suggested to me that I have not produced any document to show that the incomplete works of BOQ was handed out to Deepak Electricals. If it is suggested to me that D4 has never appointed Deepak Electricals to complete incomplete works of BOQ and therefore, plaintiff had completed all the works of the BOQ, I say it is the responsibility of D3 to appoint subsequent contractor to do the work.It is false to suggest that D4 is jointly and severally liable

to pay the suit claim to the plaintiff.

Re-examination : NIL

**(Computerized to my dictation in the Open Court
as deposed by the Witness)**

R.O.I.& A.C,

(SUDINDRANATH.S.)
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.