

DATED: 02.02.2026 PW.1 PRESENT AND OATH IS ADMINISTERED.

CROSS EXAMINATION BY SRI.NB ADVOCATE FOR DEFENDANT:

The plaintiff was registered in November 2016. At the time of registration there were 4 partners in the plaintiff firm. They are Charles Gomes Myself, Taramathi my wife, Sudeer Rao

and his wife Preethi. As on today there are only 2 partners. Charles Gomes and Anitha. On account of resignation of the partners the firm was reconstituted. The resignation of the partners was on account of financial mismanagement. In the firm Preethi and myself were designated partners whereas the other 2 are non designated partners.

2. It is true that prior to the plaintiff firm, the outgoing partners were running earlier firm by name Axis Pharma. It is true that the defendant was a customer of Axis Pharma. It is true that prior to reconstitution of the plaintiff firm the defendant was appointed as a super stockist. The witness is shown a document called super stockist agreement and it is suggested that the said agreement is the super stockist agreement that has been entered into between plaintiff and defendant for which the witness says he has not seen the signed agreement. The said document is marked as **Ex.D.1** for reference. It is true that the said agreement has been signed by both plaintiff and defendant.

3. It is true that in the pharmacy business when the products launched free products are given to doctors and

medical shops. It is true that the free products are given through super stockist / stockist. It is true that for the plaintiff defendant was the only super stockist for entire Karnataka. Witness further says it was not the exclusive stockist. Apart from the defendant there was no other super stockist for the plaintiff. Defendant was super stockist for the plaintiff for about 5 months or above. From 31.01.2017 till about June 2017 the defendant was super stockist. If it is suggested that commercial transactions of the plaintiff commenced from 01.01.2017 witness says it was from 31.01.2017. It is true that as per clause 21 of Ex.D.1 if the sales are less than Rs.15.00 lakhs per month commission payable is 10% and more than Rs.15.00 lakhs it is 8%. It is false to suggest that because I violated the said clause dispute with the other partners arose. It is false to suggest that as credit notes to the defendant was not given as per clause 21 the other partners walked out of the firm.

4. If it is asked whether the defendant has been provided mails with the credit notes for the period he was stockist as per clause 21 of Ex.D.1 witness says he has produced the ledger statement for the entire period. If it is

suggested that the we have not produced the emails for having issued the credit notes till June 2017 to the defendant as per clause 21 witness says he is due from 2022 and therefore all the required invoices have been produced to the court.

5. The orders from the stockist is collected through our medical representative with the stockist. If it is suggested that the orders are collected from the place of the stockist through the medial representative witness says some stockist do send orders directly while others send it through the medial representative. The defendant was giving the orders through our medical representative who is go tot he place of defendant and collect the orders. Goods to the defendant are sent through VRL Logistics. If it is suggested that the goods under the invoices for Rs.6,001/- dated 14.03.2018, Rs.42,507/- dated 30.04.2018 and Rs.1,16,107/- dated 01.04.2020 were never supplied to the defendant and therefore plaintiff is not entitled for the said amount, witness says with respect to Rs.6,0001/- it was a mistake on the part of the plaintiff that has been rectified. With respect to Rs.42,507/- goods have been supplied and with respect to the amount of Rs.1,16,107/- which is the reversal of the credit note. It is false to suggest

that there is no pleadings in the plaint with respect to the above and we falsely claimed the amounts on these invoices.

6. I met the defendant for the purpose of settling the amounts 1st time in 2018 and thereafter whenever I visited Shivamogga I use to see him. I know one Mr.Mohammed Kayum. It is true that in his presence there was 2 meetings with the defendant. It is false to suggest that in those meetings I admitted that defendant does not owe any money but we have to issue credit notes to him. It is false to suggest that the amount claimed in the suit is with respect to the period when defendant was a super stockist. It is false to suggest that the amount claimed in the suit is due from the period of the super stockist as per the agreement at Ex.D.1 and not for the subsequent years.

Re-Examination: Nil.

(Typed to my dictation in the open Court.)

R O I & A C

**(ARJUN S MALLUR)
LXXXV ACC & SJ, BENGALURU.**