

DULY SWORN ON: 17-09-2025**CROSS-EXAMINATION BY Sri. VNH THE COUNSEL FOR Plaintiff :**

28. It is false to suggest that I made a false statement in my previous date of cross examination. It is false to suggest that the clarification given by me at paragraph 27 of my previous cross-examination is false. It is false to suggest that I have played a fraud on this court by earlier claiming that I have not made the statement as recorded in paragraph 26 of my cross-examination.

29. My email ID is velan@elenageosystems.com. JSK@elenageosystems.com is not my email id. It is false to suggest that though said email id belongs to me, I am making a false statement. If it is suggested to me that the email dated 10/10/2021 which is now shown to me was received by me at velan@elenageosystems.com from email ID of D3, I say I cannot confirm the same. Since witness has not admitted the said email ID, the document cannot be marked. It is false to suggest that I am making a false statement only to avoid getting the document marked. If I am asked whether after last date of cross-examination, I have tried to verify whether said email ID was

received in my email ID inbox, I say since the copy of the document was not furnished to me, I have been unable to verify.

30. It is false to suggest that the OFCD agreement was drafted by Ms. Swapna Guttapalli on the basis of instructions of D3. If it is suggested to me that as per OFCD agreement, plaintiff No. 2 invested Rs. 1 crore in D1 company in the name of plaintiff No. 1, I say it is plaintiff No. 1 who has given loan of Rs. 1 crore to D1, although under the OFCD agreement she had to give total loan of Rs. 3 crores. The said payment of Rs 1 crore was completed by February 2022. It is false to suggest that immediately after getting the said payment of Rs. 1 crore, myself and D 3 have taken remuneration of Rs. 40 lakhs out of the said amount. Witness volunteers that we have paid all the employees of the company out of the company funds and company funds includes the said amount of Rs. 1 crore.

31. If it is suggested to me that the OFCD agreement does not contain a clause stating that said amount can be utilized for paying the remuneration of directors, I say it contains a clause that the said money can be utilized for business of the company. According to me, paying the remuneration to the directors is part of the business of the company. Witness volunteers,

remuneration was not only paid to the directors, but all the employees of the company. It is false to suggest that I have committed breach of the OFCD agreement by paying the remuneration out of the said money.

32. I can produce the bank statement of D1 company to show that apart from the above amount of Rs 1 crore paid under the OFCD agreement, there was other funds with the company to make the payments. It is false to suggest that at the time of making the above payment, the D1 company was in dire financial straits. I cannot tell what was the capital of D1 company at the time of investment under OFCD agreement.

33. It is false to suggest that plaintiff No. 2 was appointed as director as per the share purchase agreement.

34. Question, whether share purchase agreement contains a clause that plaintiff No. 2 can be a personal guarantor for a loan taken in the name of D1 company? (Question disallowed because it is regarding content of document which is already marked in evidence and therefore, it is a matter for argument and not for cross examination.)

35. It is true to suggest that one of the reasons for removal of plaintiff No. 2 as director was his failure to give personal

guarantee for loan to be taken by D1 company. Witness volunteers, it was not for a loan to be taken but for availing cash credit facility from the bank. It is false to suggest that because of the breach of the OFCD agreement made by me, by siphoning of the money invested by plaintiff No. 1, plaintiff No. 2 refused to give personal guarantee. Witness volunteers, the real reason why plaintiff No. 2 refused to sign as personal guarantee was because he asked for commission of Rs. 20 lakhs for the investment of Rs. 1 crore brought in by him from plaintiff No. 1 as he had taken such a commission on earlier occasions and since the said commission was refused, he refused to sign as personal guarantee. It is false to suggest that I have deposed falsely in this regard.

36. It is false to suggest that plaintiff No. 2 was removed as director because he was questioning about the misconduct of myself and D3. If it is suggested to me that notice was given to plaintiff No. 2 to step down as director which was not there in the agenda I say, the extraordinary general body meeting was held only for the said purpose.

37. Question, I suggest to you that without issuing the proper notice, you removed plaintiff No. 2 as director of company. (This

question is disallowed because it is outside the scope of the present suit and it is a matter to be agitated before the NCLT).

38. It is false to suggest that myself in collusion with D3 to 5 had issued a special notice to plaintiff No. 2 which was one sided. It is false to suggest that myself and D3 were aware that plaintiff No. 2 could not be removed as director as long as the share purchase agreement is in force. Witness volunteers, plaintiff No. 2 can be removed as director because he did not bring in the full investment into D1 company as assured by him. If I am asked whether this reason was given at the time of his termination, I say it was one of the reasons given. It is false to suggest that though plaintiff No. 2 did not commit any breach of the share purchase agreement, he was wrongly removed as director. The share purchase agreement with plaintiff No. 2 was terminated. Witness volunteers after he was removed as director it was terminated. I do not know whether the termination of the share purchase agreement was intimated to plaintiff No. 2. Again, witness says it was intimated, but I do not know in what manner it was intimated.

39. It is false to suggest that I had portrayed a wrong picture and misrepresented before the shareholders on 8/10/2022 that

the court has permitted removal of plaintiff No. 2 as director. It is false to suggest that myself and D1 company have not issued a copy of the AGM minutes dated 8-10-2022 to plaintiff No. 2. Witness volunteers a copy of the same has been furnished to all the shareholders including plaintiff No. 2. If it is suggested to me that I have also not shared the video recording of the said AGM with plaintiff No. 2, I say to the best of my knowledge, it is not necessary to share the same unless it is asked for and since plaintiff No. 2 has not asked for the same, I have not shared it. It is false to suggest that plaintiff No. 2 had asked for the video recording and in spite of the same, I have not shared the same with him. It is false to suggest that I obtained a special notice from D4 and D5 by playing fraud and illegally.

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.