



**DATED: 17.02.2026 DW.1 PRESENT AND OATH IS ADMINISTERED.**

**CROSS EXAMINATION BY SRI.LMK ADVOCATE FOR PLAINTIFF:**

I hold degree in B.E., Mechanical engineering. It is true that my husband defendant No.1 is an MBA graduate. It is true that defendant No.1 is also known by the name Eshwar Gowda. It is true that Ex.D.1 was issued when we approached the plaintiff on 05.11.2023. It is true that at the time of issuing Ex.D.1 we had not given copies of the documents to the plaintiff and the plaintiff had also not visited the schedule property. The plaintiff had visited the site in January. Witness also says advance amount was paid on 10<sup>th</sup> of January. If it is suggested that after paying the advance we called the plaintiff for site inspection witness says advance was paid after site inspection. I do not remember now whether we had not given any sale deed, khata or other documents of the property at the time of site inspection. It is false to suggest that till the date of measurement I was not aware where the site was and what was its measurement. If it is suggested that at the time of measurement we undertook the measurements all the way from the road witness says as ours was the first site in which construction had commenced we got the measurement from the

from the road itself. The schedule site is not a revenue site but it was a BBMP A Khatha converted site.

2. It is false to suggest that what was the total extent of site available to us was not known till measurements was made. It is false to suggest that for the said reason we undertook the measurement of the entire area. It is true that the plaintiff created WhatsApp group with respect to the construction after we paid the advance. It is true that the said group is called 'CHHPR128'. The witness is shown the printouts of the WhatsApp conversations exchanged between plaintiff and defendant under the said group. Witness admits the same and states that it is not complete as some messages are missing. The same is marked as **Ex.P.20** along with Certificate u/S 63(4) of BSA, 2023 – subject to relevancy. In the said WhatsApp group myself, my husband and engineers from the plaintiff by name Rajesh, Manoj are there. I do not know whether one Mr.Basavaraj from the plaintiff is the member of the said group or not. Said Rajesh is our site engineer. I do not know whether said Rajesh and Manoj are Diploma Civil Engineering and B.E. Civil Engineering holders. It is false to suggest that said Mr.Rajesh was visiting the site 3

times in a day. I use to visit the construction site about 2 to 3 times a day. It is true that our supervisor was also not present at the site from morning till evening.

3. It is false to suggest that one Mr.Basavaraj who is senior to Rajesh and Manoj was to visit the site everyday. It is true that there was another WhatsApp group called as billing group called by name 'PRJ128payment'. Witness further says she was added to that group belatedly. Witness is shown printout of the chats in the group to which witness says she was not aware about it as she was added belatedly in the group. If the conversations in the said group are still available in my phone I can produce it as I have changed my mobile phone. I can produce the WhatsApp chat with respect to the said group available on my husband phone if required. It is true that for the construction JSW FE 550 grade steel is used. I do not know whether the cement used was Birla Super 53 Grade. It is true that on 30.04.2024 sand sample was sent to us by the plaintiff but we have not accepted it. If it is suggested that we had asked for using C Sand instead of M Sand witness says they had opted for premium package which required use of C Sand and further their engineer had told that the M Sand of

inferior quality they had demanded for use of C Sand for which they had paid the additional cost. It is true that after we paid the extra amount they have used C Sand. We have not taken any report with regard to the M Sand being of inferior quality. It is false to suggest that as per the agreement we had agreed for use of M Sand.

4. If it is suggested that the defendant is liable to pay for the price difference in use of C Sand witness says it has been already paid to plaintiff. If it is suggested that as the level of the site was below the road extra foundation was put on the back side witness side they have been paid for the extra foundation also. It is false to suggest that defendant is liable to pay for extra foundation beyond the terms of agreement as we already paid it. I do not remember that extra soil was brought from outside for plinth purposes due shortage of soil. Our site engineer had informed about the extra foundation and extra soil used for which we already paid. It is true that Ex.P.19 shows the present status of the building. It is true that the shed seen in the photo is constructed by the plaintiff. Witness says it is constructed by them for use of their labour and storing materials. It is true that we are now making use of the

same for storing construction materials. It is false to suggest that as per Ex.P.2 defendant is required to pay extra for the shed.

5. If it is suggested that on 07.05.2024 the plaintiff shared the sump plan, witness says after raising the column about 1 month later they have shared the sump plan. If it is suggested that as on 07.05.2024 foundation was not yet completed witness says they had already raised the columns and they had failed to show the sump plan at the time of excavation and told us that they had forgotten about it. Witness also says that after sharing the sump plan it was found to be not in conformity with Vastu and therefore they have now changed it to another place. If it is asked whether there is any conversation regarding the construction to be taken up as per Vastu witness says plaintiff had assured that they would undertake the construction as per Vastu.

**Further Cross Examination:** Deferred to 3.00 p.m.

(Typed to my dictation in the open court.)

**R O I & A C**

**(ARJUN S MALLUR)**  
**LXXXV ACCJ, BENGALURU.**

**DATED: 17.02.2026 AT 3.00 P.M. DW.1 PRESENT AND OATH IS ADMINISTERED.**

**FURTHER CROSS EXAMINATION BY SRI.LMK ADVOCATE FOR PLAINTIFF:**

6. It is true that while entering into the agreement we had instructed the plaintiff to undertake construction as per plan appended to the agreement. Witness further says subsequently it came to know that the plan was not as per Vastu and they had instructed the plaintiff to correct the plan as per Vastu but plaintiff has refused to do that. The same was informed over phone to the plaintiff to which there are no documents. It is false to suggest that plaintiff never refused to undertake the construction as per Vastu. If it is suggested that as per the plan to the agreement a single bedroom has to come up at the Devamoole witness says there is a plan for constructing single bedroom but she does not know whether it was in Devamoole or not. Witness further says as per the plan to the agreement a bathroom was shown to be constructed at Devamoole which they had requested to change it but the plaintiff has not changed it. It is false to suggest that as per the plan no toilet has been shown at Devamoole and we had not requested the plaintiff to change the same. It is true that we have signed the plan but it was at the time of executing the

agreement. If it is suggested that as we were told that sump should not be put up at Devamoole and it was suggested to put the sump at the car parking area, witness says in the Devamoole area they had already raised the column and their engineer suggested for putting up sump at a different place which was conveyed to the plaintiff.

7. It is true that sump is constructed in the car parking area which is as per 2<sup>nd</sup> option given. We have made extra payments with regard to SSM and extra soil for the plinth. It is false to suggest that we have not undertaken extra payments towards SSM and extra soil for the plinth and we have not paid the differential amount for C sand. If it is suggested that we have not paid for the sump charges witness says as part of the agreement it comes under the works to be undertaken by the plaintiff. We have undertaken the payments stage wise as per the excel chart shared by the plaintiff with us through WhatsApp. It is true that payment schedule as been mentioned in the agreement. At the time of termination of agreement there was construction up to lintel level in the ground floor. If it is suggested that PCC flooring and column concrete and ground floor block work was undertaken I say

block work up to lintel level in the ground floor was done. It is true that as on 20.06.2024 PCC flooring was done. Likewise on 21.06.2024 columns has been raised. It is true that as on 06.07.2024 ground level block work was done.

8. If it is suggested that the amounts towards PCC flooring, column concrete and block work have not been paid witness says as the plaintiff was already paid a sum of Rs.13.00 lakhs in excess and further that there was defect in the quality of constructions we felt that the payments need not be made. It is false to suggest that till SSM work the total expenditure would come to Rs.13.00 lakhs. If it is asked whether plinth damage is what i.e., reflected in the photo shared on 05.06.2024 I say there are more photographs to that and there was a large cavity in the construction as seen in page 59 of Ex.D.3. If it is suggested that the hole has been rectified by filling it up on the same day witness says when they called to complain none from the plaintiff received the calls and thereafter during the night ours without informing them the plaintiff have filled it out. It is true that we have acknowledged the plaintiff on the same day for having rectified.

9. The structural defect as mentioned in para 11 of my affidavit evidence relates to honey combs in the concrete, exposing of steel and defects in the columns. I cannot say what damages to sump level refer to as stated in the same para. It is false to suggest that honey combs were in the plinth and not in the columns. It is false to suggest that I am deposing falsely that there were defects in the columns. It is false to suggest that the valuation report submitted by the valuer is not that of a certified valuer. The amount of Rs.3.00 lakhs includes the expenses incurred for rectifying the defects in the wall, strengthening of the columns which included moulding by using extra steel and other expenses including labours. With respect to the expenses incurred for rectification and labour we have documents with regard to purchase of the materials which if required I can produce to the court. It is false to suggest that I am deposing falsely with regard to rectification being done. It is false to suggest that as per the plan mentioned with the agreement the house has been constructed in the same manner. It is false to suggest that we have constructed the house as per the plan given by the plaintiff. It is false to suggest that none from the plaintiff had come to the schedule site after termination.

10. It is false to suggest that as the plaintiff raised the bills on us we have filed a false injunction suit against them. It is false to suggest that we are required to make payment towards architect designing as they have not shared any designs with us. If it is suggested that the plaintiff through WhatsApp structural plan, foundation details, plinth beam layout and details of architectural plan was shared with us witness says excavation drawing, floor plan and sump plan was shared with us. If it is suggested that we had sought for use of MR blocks witness says the plaintiff had brought samples of other blocks which were not to the required quality and therefore we asked them to use MR blocks. It is true that subsequently Mavyah blocks have been used. I do not know whether the plaintiff had used ISI standard materials only. If it is suggested that qualified engineers have undertaken the construction witness says she is not aware of it but no engineer visited at the time of construction and unskilled labours were employed for construction work. It is false to suggest that merely because the plaintiff raised the bill we have terminated the agreement. When the plaintiff shared the elevation cost we terminated the agreement saying it to be at a higher cost.

11. It is false to suggest that as we have prematurely terminated the agreement we are liable to pay 10% of the total project cost. It is false to suggest that under the agreement we have agreed to pay interest at 18% per annum in case of not making the payments under invoices within 3 days. It is false to suggest that after raising the basic construction we can undertake the further construction on our own and listening to the neighbour side people we have terminated the agreement. It is false to suggest that to avoid payment of the suit claim I am deposing falsely before the court.

**Re-Examination:** Nil.

(Typed to my dictation in the open court.)

**R O I & A C**

**(ARJUN S MALLUR)  
LXXXV ACCJ, BENGALURU.**