



**DATED: 30.01.2026 PW.1 PRESENT AND OATH IS ADMINISTERED.**

**CROSS EXAMINATION BY SRI.BSN ADVOCATE FOR DEFENDANT:**

I am working with the plaintiff since 2023. I am aware of the transactions involved in this case. We have not produced any document with regard to registration of the plaintiff but we have given the GST number allotted to the plaintiff. The GST particulars are not furnished to the court. If it is suggested that Cherrish Happy Home, Smruthi Gowda Infrastructure and Sur Mount Enterprises are all sister concerns under the same umbrella. Witness says Cherrish Happy Home is the logo where as Smruthi Gowda Infrastructure and Sur Mount Enterprises are different companies but there is one director by name Guruprasad Gowda who is a director in both the companies.

2. It is true that in the discussions there would be finalization of the rates at which the charges would be levied. The document now shown to me is the first discussion sheet prepared at the time of entering into the discussions with the defendant with regard to the estimation. The said document is

marked as **Ex.D.1**. We have not produced the printout of the email correspondence with the defendant. The printouts of the emails now shown to me are the email correspondences that has taken place between plaintiff and defendant. As the witness has admitted the same they are collectively marked as **Ex.D.2** (page 50 to 57 of counter claim documents). The legal notice at Ex.P.11 has been issued to our instructions.

3. After termination of agreement with the defendant I have personally visited the project site. I have visited the same probably on 26.07.2024. We have not informed the defendant about the site inspection as it was done after termination of the agreement. I am aware of the transactions that have taken place from the date of agreement till its termination with the defendant. If it is suggested that as per the Ex.D.1 the defendants had visited the plaintiff's office on 05.11.2023 I say they might have visited but I am aware only from the date of execution of the agreement. I have produced the ledger statement which discloses the amounts that has been paid by the defendant. The payments made by the defendant are reflected in the ledger statement, I do not remember the 1<sup>st</sup> date of the payment.

4. I do not know whether from the date of Ex.D.1 it was agreed to start the work within 1 or 2 months. There was no issues with regard to the title of the property or towards taking up constructions from the side of the defendant. I do not know the exact date of commencement of civil works but it was during the 1<sup>st</sup> or 2<sup>nd</sup> week of April 2024. It is true that the soil test did not result in any defects and therefore we started the work. It is true that we were receiving the stage wise reports. If it is suggested that the defects in the construction was being communicated by the defendant, witness says as it was initial construction there was no defects. It is true that representatives of both plaintiff and defendant were present during the time of construction at the site. It is false to suggest that plaintiff was not giving proper communications to the defendant at the time of undertaking the constructions. Witness further says the construction was on stage wise and as on completion of every stage required drawings were furnished to the defendant. At the time of agreement plan was furnished, at the time of foundation structural foundation and column drawings were furnished, during plinth stage relevant drawings were shared and on request 3 elevations with 3 revisions have

been undertaken. Witness also says all theses were communication through WhatsApp to the defendant. It is false to suggest that no such communications have been made with the defendant.

5. If it is asked whether ESBEE Valuers have a tie-up with the plaintiff witness says they are third party valuers. The valuation report at Ex.P.10 is the first report given by them to the plaintiff. It is true that the construction was at the same stage as i.e., depicted in the photograph appended to the valuation report. It is true that the printout of the photographs now shown described as document No.11 of the counter claim document are the photographs pertaining to the construction on the property. Those photographs are collectively marked as **Ex.D.3** (pages 57 to 63 of document No.11 of counter claim). They pertain to the initially construction till the date of termination. It is false to suggest that the supervisor of the defendant had brought to our notice the defects in the construction which we failed to rectify. If it is suggested that during the initial constructions honey comb and curing defects were not rectified witness says honey comb is not a defect but it is a bleeding of the concrete which was strengthen by use of

additional concrete after removal of centring and same was communicated to the client as well as the site engineer Mr.Tippeswamy. The said communication is through phone and WhatsApp. Witness also says they have acknowledged the method of rectification. The document with regard to acknowledgment of the rectification by the defendant can be produced if required.

6. It is false to suggest that because of the defects in constructions, poor quality and defendant not being satisfied with the kind of construction they terminated the agreement. It is false to suggest that we have not executed the work as entrusted during the discussions. Witness says work was conducted as per the approved drawings during the agreement. It is false to suggest that the total value of the construction till its termination is only from Rs.5.00 lakhs to 8.00 lakhs. It is false to suggest that though the value of the work done is only up to to Rs.8.00 lakhs we have received excess amount of Rs.5.00 lakhs and further the defendant has incurred additional expenses of Rs.3.00 lakhs for curing the defects. If it is suggested that there is no mention in the construction agreement regarding payment of architectural expenses as

claimed in the suit, I say the termination clause contains payment of valuation expenses. Witness further says where the construction is completed they do not charge for architectural expenses.

7. It is false to suggest that even though the defendants have paid in excess of the total value of the construction till the date of termination we have made a false claim against the defendants. It is false to suggest that we had not communicated with the defendants and were not responding to the calls made by the defendants with respect to the defects in the construction.

**Further Cross Examination:** Deferred at request.

(Typed to my dictation in the open Court.)

**R O I & A C**

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