

Witness present and duly sworn on 24.03.2026.

Cross examination by Sri.HMB advocate for the defendants:-

3. I know Abdul Rahem Shingati. I do not know relationship between Abdul Rahem Shingati and Noor

Zahan. I do not know Bibi Rabia Mohamed Sukri Shingati. It is false to suggest that an Agreement of Guarantee was executed between plaintiffs and defendants on 10.03.1973. It is false to suggest that as per said agreement, suit schedule property was a vacant place. Rajamma was my mother in law. A.Narasimhaiah was my father in law.

4. (Witness is confronted with an unregistered Lease Agreement dated 01.08.2004 and she admits that said agreement bears signature of her mother in law Rajamma. However since the said unregistered document is executed for lease of 25 years, same is not marked and same is taken on record for hearing on admissibility). Said document bears signature of both plaintiffs.

5. Plaintiff No.1 is my brother in law. 2nd plaintiff is my husband. Defendant No.1 is our tenant. Defendant No.2 is wife of defendant No.1. Witness is confronted with no objection certificate bearing signatures of plaintiff Nos.1 and 2 and she admits that signatures on said document belong to both plaintiffs. Said document is marked as **Ex.D1** as per request of counsel for defendants. Plaintiffs have not given any information to me with regard to Ex.D1 document. I have not inquired about previous agreements executed prior to 2018 at the

time of obtaining SPA of plaintiffs. It is true to suggest that property mentioned in suit schedule and in Ex.D1 are one and the same.

6. I know defendant No.1 since 2010 and I know defendant No.2 from 2018 when they came to register Lease agreement. I am not party or witness to Lease agreement of 2018. I can identify signature of defendant No.1. Witness identifies signature of defendant No.1 on Ex.D1. Said signature of defendant No.1 identified by witness is marked as **Ex.D1(a)** as per request of defendants' counsel.

7. I have understood the averments of written statement of defendants. Witness is confronted with a registered Lease agreement dated 25.04.2018 executed between plaintiffs and defendants, she admits the same. The said document is marked as **Ex.D2** as per request of counsel for defendants. It is false to suggest that nothing has been mentioned with regard to Ex.D2 in plaint.

8. I am aware about reasons for appointing me as PA holder in this case. Defendants have sublet the suit schedule property to one Mustak Mohammed. Said Mustak Mohammed is still in possession of suit schedule property. He has not issued any notice to Mustak

Mohammed nor impleaded him in this suit as a party.
Ex.D2 lease deed pertains to site No.55 of Majestic circle.

(At this stage, further cross examination of witness is deferred in view of posting other heavy matters before this court.)

(Typed to my dictation in the open court)

R.O.I & A.C.,

(ANAND T. CHAVAN)
LXXXIV Addl. City Civil & Sessions Judge,
(CCH-85) Commercial Court, Bengaluru