

WITNESS CALLED AND DULY SWORN ON 02.07.2025.**CROSS EXAMINATION BY SRI. M.V.R., ADVOCATE FOR THE DEFENDANT:-**

1. I am the partner of Plaintiff. I don't remember about production of partnership deed before the Court. Lease Deed was registered at Chennai. The said Lease Deed was registered on 28.07.2021. I have not appeared on the date of registration of Lease Deed.

2. The Defendant was approached me many times before and after the registration of Lease Deed. So many times I have discussed with Defendant, so I am unable to recollect the date of 1st meet with the Defendant.

3. I don't remember the date of execution of Deed of Declaration. On 23.11.2021, I have paid Rs.39,00,000/- to the Defendant. The Defendant requested advance to Rental, on the basis of request I paid the above said amount. For completing the project, both have agreed to pay Interest at 18% per month. On 17.07.2023 we have executed MOU. The Defendant was requested me for NOC for applying Bank loan, but I didn't remember the date of request. I need to check whether I have issued NOC in favour of Defendant. It is false to suggest that, all the transactions was did in Tamilnadu.

4. I need to check the name of signatory who was appeared on behalf of me to execute Ex.P.1 (Court is rejected this question as Defendant admitted Ex.P.1). I need to check that our

person were forcefully obtained 06 blank cheques from Defendant. I don't remember that, one Mr.Yasin Ahmed received cheques form Defendant. I need to check all 06 cheques are in my possession. It is false to suggest that, I have already collected Rs.39,00,000/- from Defendant before 15.11.2023.

5. It is false to suggest that, Defendant is only due for Rs.4,50,000/-. It is false to suggest that, I have created Ex.P.5 and Deed of Declaration. It is false to suggest that, I cannot claim 18% interest per month. Witness volunteers that, both parties have agreed, hence, I am claiming 18% Interest per month. It is false to suggest that, I have taken the possession of the Lease Deed property on the date of execution of the Lease. It is false to suggest that, on the basis of the Rent, I have paid Advance of Rs.39,00,000/-. It is false to suggest that, on the basis of the return of Rs.39,00,000/- and possession over the Lease property, we have refused to return 06 blank cheques to Defendant.

RE-EXAMINATION : NIL

(Typed to my dictation in open court.)

R.O.I & A.C.,

sd/-

(VIDYADHAR SHIRAHATTI)
LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.