

WITNESS CALLED AND DULY SWORN ON 18.03.2026.**CROSS EXAMINATION BY SRI.K.R.B., ADVOCATE FOR THE PLAINTIFF:-**

1. I know the contents of the plaint and prayer sought by the plaintiff. It is true to suggest that, there was a lease deed between plaintiff and Defendant in property at Ponamalle marked as Ex.P.1. Under the Ex.P.1 the period of lease was fixed for 09 years. It is true to suggest that, the refundable security deposit is fixed for Rs.9,00,000/- and monthly Rent was fixed for Rs.1,50,000/- per month. It is true to suggest that, on the date of execution of Ex.P.1, I have received Rs.4,50,000/- out of Rs.9,00,000/-. It is true to suggest that, I agreed to receive remaining 50% of advance amount at the time of delivering the possession of the property.

2. It is true to suggest that, there was a minor works were pending after execution of lease deed, the premises should be handed over on 60th day of execution of lease deed after completing the work. I didn't completed work within 60 days from the date of execution of Ex.P.1. I didn't got loan from the bank due to COVID-19 period, hence I could not complete the work within stipulated period. It is true to suggest that, I have requested the plaintiff to pay the additional amount which was agreed to treat as Advanced Rent. The plaintiff has paid Rs.39,00,000/- and said amount is an Advanced Rent. On 24.11.2021 I have received above said amount from the plaintiff.

3. I received only 70% amount from the plaintiff as I

requested 100%. I have requested the plaintiff for nearly Rs.55,00,000/- through e-mail. I have not produced the e-mail extract and I forgotten the date of e-mail. It is false to suggest that, whatever the amount I requested as a additional advanced Rent and that was paid by the plaintiff and I never sent the e-mail for requesting Rs.55,00,000/-.

4. Before receiving the advanced Rent from the Plaintiff, I have started the work. I have arranged for the money from outside and completed the work during the year 2023. I informed to the plaintiff for completion of work through whatsapp communication and e-mail. Again witness says that, she has not informed to the plaintiff for completion of work and to get the possession of the premises. It is false to suggest that, the plaintiff is always ready to take possession of the premises after completion of the work, but I am not ready to handover the possession after completion of work.

5. I have started Hotel business in the premises on March-2023. I informed the plaintiff for starting my own business during the pendency of the lease agreement. I have communicated to the plaintiff with e-mail and whatsapp. I have produced e-mail and whatsapp communications before the court. It is false to suggest that, I have never intimated and produced any documents and also violated the agreement marked as Ex.P.1. It is false to suggest that, the plaintiff has demanded for refund the advance security deposit and future rent paid to the Defendant with interest.

6. It is true to suggest that, I have received the notice from

the counsel for Plaintiff for recovery of advance security deposit amount and advance Rent paid by the plaintiff along with interest. It is false to suggest that, after receipt of legal notice I have requested the plaintiff to arrange the refund of advance security deposit amount and advance Rent to the plaintiff.

7. It is false to suggest that, I entered MOU with plaintiff for seeking extra time to arrange the amount for refund of security deposit and additional advance rent payment. Smt.Anandi forced me to sign the MOU executed on dtd.17.07.2023 marked as Ex.P.5. It is false to suggest that, I know the contents of the agreement before signing Ex.P.5. It is false to suggest that, after going through the contents of the agreement, without any force I have signed the agreement.

8. I was not aware about the contents of MOU mentioned as I suppose to pay Rs.4,50,000/- as security advance amount and Rs.39,00,000/- as rent advanced amount with interest @18% p.a. from the date of receipt of the amount within 02 months from execution of the Ex.P.5. I have not read the Ex.P.5 for conditions mentioned as if I am failed to pay the amount within 02 months, I am liable to pay Rs.87,00,000/- with interest @2% per month after the lapse of agreed period of 02 months.

9. I received the legal notice from Plaintiff. I have not paid the amount demanded as per legal notice. It is false to suggest that, I am liable to pay an amount of Rs.87,00,000/- with interest @2% per month to the plaintiff. It is false to suggest that, deliberately I

am avoiding payment to the plaintiff to cheat them.

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.