

**WITNESS CALLED AND DULY SWORN ON 11.06.2026.****CROSS EXAMINATION BY SRI.J.B.R., ADVOCATE FOR THE DEFENDANT:-**

1. Owner of the suit schedule premises is Kalavathi Prasad, she is my wife. It is false to suggest that, the plaintiff does not have any impediment to appear before the court in person. Lease agreement was executed on 27.11.2014. The lease was executed for the period of 03 years. I have produced copy of the lease agreement before the court. It is false to suggest that, I have not produced lease agreement before the court. We have not renewed the lease agreement in writing. The Defendant was agreed in the lease agreement to pay the enhanced Rent @5% p.a.

2. It is false to suggest that, the Defendant have sent the message through phone for vacating the suit premises in the month of November-2023. I have not adjusted the advance amount of Rs.3,00,000/- towards the arrears of Rent / damages. It is true to suggest that, the Defendant was paid the Rent to my wife's account. Witness volunteers the full Rent amount / enhanced Rent amount was not deposited.

3. I have not produced any documents to substantiate the enhanced rate of monthly Rent @5% p.a. in existing Rent for Rs.1,595/- and Rs.1,675/-. I do not have any documents to show the damages for Rs.3,49,421/- except lease deed. It is false to suggest that, the Defendant was sent the message to the plaintiff for adjusting the advance amount of Rs.3,00,000/- to the future Rent

for the period of November-2023 to March-2024. It is false to suggest that, the Defendant was sent the message to the plaintiff on 11.03.2024 for inviting the plaintiff for opening of new office and intimated for vacating the premises. It is false to suggest that, there was marriage ceremony of my daughter in the month of March-2024. It is false to suggest that, I have replied to the message to Defendant for inviting to their new office and I conveyed thanks to the Defendant.

4. It is false to suggest that, the Defendant was vacated the suit premises on 31.03.2024. It is false to suggest that, I have instructed to the Defendant to handover the Key of the premises in neighboring shop. It is false to suggest that, I have sent message to the Defendant that, the furniture's of the premises to be handed over in original condition as it is at the time of given to the lease.

5. It is false to suggest that, the Defendant was sent the message to me to repair any damages caused to the furniture or schedule premises in deposited amount and remaining deposited amount to be return to Defendant. I do not know that, Defendant was shifted from our premises to the Sheshadripuram premises. I do not have any documents to show that, Defendant was not vacated the Suit Schedule Property. Witness volunteers Defendant is still in suit premises.

6. My wife is income tax assessee and she is filing IT returns every year. We have not shown the receivables in the IT returns. We do not have any personal dispute between plaintiff and

Defendant. I have not issued notice to the plaintiff for 03 years for claiming the arrears of enhanced Rent. We have not renewed lease agreement in the year 2016. Now lease deed showing to me was not executed by plaintiff.

7. The plaintiff has not issued receipt to the Defendant for payment of Rent. It is false to suggest that, in the absence of lease deed plaintiff cannot claim arrears of Rent, damages, maintenance charges and eviction. It is false to suggest that, the Defendant has informed to the plaintiff for arrears of Rent of Rs.1,43,370/- to be adjusted in advance amount and I am liable to return an amount of Rs.1,53,530/-. It is false to suggest that, the Defendant was requested through whatsapp and orally to the plaintiff to return the balance amount, however, to avoid the repayment of balance amount I have filed this false suit.

8. It is false to suggest that, at the time of issuing legal notice there was no tenant and landlord relationship between the plaintiff and Defendant. I do not know the document which is showing to me is GST registration certificate showing the Defendant is carrying the business in different premises. It is false to suggest that, I have stated in my affidavit that, we have in possession of the schedule property.

**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.