

Witness present and duly sworn on 12.02.2026.

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

3. I was working as Senior Account Officer in Accountants Generals Office. I retired about 13 years back. It is true to suggest that suit schedule property is under Joint ownership of myself and plaintiff. It is true to suggest that in unregistered lease deed purpose of lease is also mentioned as for running Montessori school. It is true to suggest that before execution of lease deed dated 23.02.2025, in said premises a school was run for specially abled children. Witness volunteers that it was not school but it was Day care centre, which was in existence about 12 years back. Said Day Care Centre was running in between March 2012 to 2020 under the name Snehadara Foundations.

4. It is false to suggest that in the year 2022 we had let out such premises to an office. Witness volunteers, it was not let out for office and it was let out for an organization by name D.K. Talkies for making a documentary for residential and non residential purpose. Witness further volunteers said tenant had occupied suit premises for one and half year. I do not know, if local people has raised objections with regard to parking and disturbance, when suit premises was used by Snehadara Foundations for specially abled children. I do not know, if at that time our neighbors had complained in that regard before police and concerned MLA. It is false to suggest that as I did not attend the grievance of said tenant, they vacated suit premises voluntarily without any option. Witness volunteers, they vacated because of Covid pandemic.

5. It is true to suggest that at the time of letting out property to defendants, we have not provided any furnitures and fixtures. It is false to suggest that as per lease agreement and understanding, defendants undertook interior work and painting to entire building. Witness volunteers, there was no such understanding and myself had got it painted before letting it to defendants. I do not know, if defendants have incurred expenses of

Rs.8,86,500/- for the purpose of painting, interiors and other works. Witness volunteers, they have not taken our permission. It is false to suggest that such works took place during my inspection itself. Witness volunteers, they were not allowing anybody inside the building.

6. I do not know, if as per lease deed the school of defendants was supposed to commence on 02.04.2025. I do not know, if after interiors works of defendants, one Padmaraju and other neighbors complained against defendants for running the Montessori before MLA by name Ramamurthy. It is false to suggest that defendants immediately called me before suit schedule property. I know that one Padmaraju is residing in neighborhood of suit property, but I do not know him personally. It is false to suggest that said Padmaraju and 15 other persons have filed complaint against defendants from running the above Montessori before concerned BEO, police station and BBMP. It is false to suggest that defendants have furnished copies of said complaints to me.

7. It is true to suggest that Arjun Gupta is husband of defendant No.2. It is false to suggest that said Arjun Gupta approached me and requested to resolve the aforesaid issue since the pamphlets of the

school were already distributed to the public. It is false to suggest that on 02.04.2025 when defendants attempted to open the school, the local people protested and did not allow to open said school. It is false to suggest that on 19.05.2025, defendant No.2 and her husband approached me with an intention to handover back the possession of schedule property to us with request to refund the security deposit and the expenses incurred by them for interior works.

8. It is true to suggest that defendants have paid rent and maintenance charges of schedule property for the period between 12.03.2025 to 31.03.2025. It is false to suggest that on 21.05.2025, defendants even issued a notice to us expressing their intention to vacate the schedule property since the neighbors are not allowing them to run the school. I have not issued any reply to notice of defendants dated 21.05.2025. It is false to suggest that subsequently, we were served with Pre Mediation notice of PIM instituted by defendants. It is false to suggest that when I attended Pre Mediation proceedings, defendants again requested us to take the key of schedule premises and to refund security deposit and interior expenses at discounted price.

9. I do not know, if defendants could not run the aforesaid school for even a single day. It is false to suggest that as per lease agreement dated 02.03.2025, lessor had assured to resolve disputes arising for running the business in aforesaid schedule property. It is false to suggest that despite service of PIM notice, we have filed this suit directly in order to avoid payment of security deposit and interior expenses. Witness volunteers, we had filed our PIM prior to defendants.

10. It is false to suggest that as defendants could not run their school in suit schedule premises from April 2025, they are not liable to pay any rent or maintenance charges to plaintiff. It is false to suggest that though I myself refused to receive the key of schedule property handed over by defendants, I am intentionally deposing false. It is false to suggest that in order to avoid refund of deposit amount and to recover heavy rent from defendants, I am deposing falsely.

Re-examination: Nil.

(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