

WITNESS CALLED AND DULY SWORN ON 13.08.2025.**FURTHER CROSS EXAMINATION BY SRI.A.S., ADVOCATE FOR PLAINTIFF:-**

7. It is true to suggest that, I have filed Arbitration Application no.7/2014. It is true to suggest that, the said petition was dismissed on dtd.28.02.2015. Witness further stated that, I do not remember the date. It is true to suggest that, being agreed by the dismissal order, I have preferred MFA No.2733/2015. During pendency of Arbitration application, I have filed an petition before Hon'ble High Court of Karnataka for appointment of Arbitration in CMP No.230/2014. It is true to suggest that, during pendency of CMP both the parties were entered into an Agreement to settle the dispute, as per that minutes of meeting was reduced into writing. It is true to suggest that, the said minutes of meeting was held on 23.05.2015. It is false to suggest that, I have agreed to complete all the pending works on or before 31.10.2016.

8. It is true to suggest that, as per the minutes of meeting the Plaintiff agreed to pay Rs.2,31,10,000/- being the balance amount payable for completion of remaining works. It is true to suggest that, in the mean while Arbitrator was appointed and he conducted the proceedings in A.C.No.135/2015. I have filed claim petition before the Arbitrator. I have claimed before the Arbitrator that, I had completed all pending works and entitled for payment of around Rs.8 to 9 crores. The said Arbitration petition was settled between the parties as per the Compromise. It is true to suggest that, as per the terms of minutes of the meeting held on 23.05.2015, were more or less incorporated the said terms in the compromise

petition before Arbitrator. As per the compromise petition, the Arbitrator was passed the Award on 27.02.2016. It is true to suggest that, as per the Award I have undertaken to complete all the balance works by 31.10.2016. Witness volunteers as per the said Award, Plaintiff agreed to pay the amount by stage by stage. It is true to suggest that, as per MOU dtd.08.08.2008 and dtd.09.09.2009, to complete the work as per those MOU's. Witness volunteers that, as per the MOU I have to complete the work only 18.01 acres, the remaining 15.10acre there was no MOU, but developed all the property without fixing the price. I have claimed the further development of 15.10acre amount in the claim made before the Arbitrator which includes in 8 to 9 crores.

9. It is true to suggest that, as per all my claims before the Sole Arbitrator, the claims were settled by ways of compromise. It is true to suggest that, after the Award I have received Rs.10.00lakhs from Plaintiff. It is true to suggest that, after Award I have sought for modification and the said application was dismissed on 04.05.2016.

Question: After 27.02.2016, Have you carried out any work?

Answer: I have completed all pending works in the project.

Question: After 27.02.2016, have you written any letter seeking payment on the ground that you have completed the pending works ?

Answer: I have communicated orally and even in writing, but I do not remember about the letter.

Question: Have you submitted the said letter before the Court ?

Answer: No.

10. It is true to suggest that, I have received e-mails from RBI society periodically asking me to execute the work. It is true to suggest that, I have not replied to the plaintiff e-mails. Witness volunteers that, I am not familiar with e-mails. It is false to suggest that, to inspect the work Plaintiff has appointed Chartered Engineer and issued a letter as per Ex.P.14. It is false to suggest that, my Son – Goutham, Myself and representatives of Plaintiff were present at the time of Joint Inspection in the layout and they have submitted report.

11. It is true to suggest that, on 04.11.2016 Plaintiff has terminated my contract. Witness volunteers that, plaintiff unanimously terminated the contract without my knowledge. Counsel has confronted Termination Notice dtd.04.11.2016 to the Witness. Witness admitted about the receipt of the notice, but denied about the Termination. (Hence, notice is not marked in confrontation.) It is false to suggest that, I have not done any work as per the Award passed by the Sole Arbitrator.

12. It is true to suggest that, the plaintiff has filed suit O.S.No.144/2017 against me for seeking a relief of injunction. It is true to suggest that, the plaintiff has filed W.P.No.58096/2016 against me and jurisdictional police. It is true to suggest that, the said W.P. was allowed. It is true to suggest that, by denying the

injunction of trial court in O.S.No.144/2017, Plaintiff has approached Senior Civil Court by filing M.A.No.8/2017, which was allowed on dtd.19.09.2018. I have not filed any appeal against order in M.A.No.8/2017.

13. It is true to suggest that, the plaintiff society has sold all sites formed in total land of 33 acres 11 guntas. I do not know while registering 100% of site, 100% release order is required from the competent authority. It is false to suggest that, after compromise petition plaintiff has completed balance work from other Agencies. I do not know whether the plaintiff has paid the amount to the contractor through bank. I have not enquired any agencies as the work done by other agencies.

14. It is false to suggest that, Rs.8,37,54,387/- was excess payment made by the plaintiff. It is false to suggest that, I am liable to repay the excess amount to the plaintiff with interest. It is false to suggest that, Plaintiff has incurred Rs.4,31,77,584/- to complete the balance work, hence I am liable to pay the said amount. It is false to suggest that, the plaintiff reputation was loss and suffered mental agony, therefore I am liable to pay total Rs.16,54,31,971/-. I have not received any certificate or letter from the plaintiff for completion of work.

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.