

**WITNESS CALLED AND DULY SWORN ON 23.01.2024.****FURTHER CROSS EXAMINATION BY SRI.S.M.S., ADVOCATE FOR THE DEFENDANT NO.1:-**

Advocate for defendant no.1 confronted the alleged to be copy of annual report of 2008-09 of plaintiff company. I have verified, only the financial statement consisting of balance sheet and profit and loss account at pg no.25 to 39 are pertaining to plaintiff company and they are matching, regarding other pages of this document, I cannot say anything since the said document is more than 15 years old and original of said document is not available with us, so I cannot compare. Since, the witness admitted the relevent pg. no.25 to 39 are marked as **Ex.D.5**.

It is false to suggest that, as per the page no.29 of Ex.D.5, we have not made any investment in defendant no.1 company as on 31.03.2009. Witness volunteers amount paid is Rs.4.23crores not shown under the investment column, but it shown as loans and advances (as per the accounting standard, amount paid towards the purchase of shares comes under loans and advances at page no.30 of Ex.D.5).

**Question:** Whether the name of defendant no.1 shown in schedule-10, page no.30 of Ex.D.5 ?

**Answer:** Defendant no.1 name is not mentioned. But schedule containing all advances including amount paid Rs.4.23crores paid to defendant no.1 including the schedule no.10, page no.30 of Ex.D.5.

It is false to suggest that, Plaintiff is not authorized invest

the amount beyond Rs.2.38crores as on 31.03.2008. It is false to suggest that, since the plaintiff has not authorized to invest Rs.4.23crores, so plaintiff have not shown the said amount under the column of investment in page no.29 of Ex.D.5.

It is false to suggest that, there was no meeting of share holder prior to 28.12.2007 to permitting investment beyond Rs.2.38crores. It is true to suggest that, we have not produced any documents shows that the meeting of share holder prior to 28.12.2007. It is true to suggest that, there is no mentioned in my evidence affidavit as there was meeting of share holder prior to 28.12.2007 to permitting investment beyond Rs.2.38crores.

**Question:** As per Clause no.5 of Ex.P.2 plaintiff has to make investment on or before 01.01.2008 which was not made, What do you say ?

**Answer:** It is false. As per the MOU clause no.2(b) defendant no.1 supposed to invest Rs.198lakhs, out of which Rs.150lakhs invest immediately.

It is false to suggest that, clause no.5 of Ex.P.2 is not conditional on clause no.2(b). It is false to suggest that, Clause no.6 to 22 of Ex.P.2 can implemented only after performance of clause no.5. It is false to suggest that, without investment of Rs.5.00crores by the plaintiff, on or before 01.01.2008, the MOU could not be executed.

**Question:** Whether in any connected matter between the same parties regarding the same dispute, i.e. performance of Ex.P.2,

plaintiff has not lead any evidence before any court ?

**Answer:** I need to verify.

It is false to suggest that, all payments claimed to be made by plaintiff to defendant no.1 have been made under 2006 agreements Ex.D.2 and 3 and not under MOU at Ex.P.2. It is false to suggest that, A sum of Rs.50.00lakhs paid in Jan-2008, was paid towards salary of employees of defendant no.1 as per Ex.D.2. It is false to suggest that, A sum of Rs.173.20lakhs paid till October-2008, was paid towards funding of letters of credit of defendant no.1 as per Ex.D.2. Witness volunteers this amount paid towards defendant no.1's bank account for investment purpose.

**FURTHER CROSS EXAMINATION: DEFERRED AT THE REQUEST OF ADVOCATE FOR DEFENDANT NO.1.**

(Typed to my dictation in open court.)

R.O.I & A.C.,

(SUMANGALA S. BASAVANNOUR)  
LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.