

WITNESS CALLED AND DULY SWORN ON 03.02.2024.**FURTHER CROSS EXAMINATION BY SRI.S.M.S., ADVOCATE FOR THE DEFENDANT NO.1:-**

I was authorized to operate the defendant no.1 account opened with IDBI Bank as per the Board resolution of defendant no.1 company. Advocate for defendant no.1 shown the statement of IDBI bank account in the name of defendant no.1 company produced by the plaintiff along with Plaint. Witness admitted that, this statement of account produced by us. Since the witness admitted the statement, it is marked as **Ex.D.6 (pg no.117 to 127).**

It is false to suggest that, as per the Ex.D.6, on 30.01.2008, plaintiff has paid Rs.50.00lakhs towards salary of defendant no.1 employee. Witness volunteers the said amount is transferred towards investment. It is false to suggest that, as per the Ex.D.6, on 04.03.2008, paid an amount of Rs.1.00crores by defendant no.2 and 3 to defendant no.1 towards share capital. Witness volunteers the said amount paid as per the memorandum of understanding clause 2(b) to bring the negative network of Rs.198.00lakhs, out of which they supposed to bring Rs.150.00lakhs immediately, out of that, the above said Rs.1.00crore paid. I do not know who has paid the amount.

Advocate for defendant no.1 confronted one letter, this letter dtd.28.07.2008 is given by our bank to bank account of defendant no.1 for fund transfer against our investment and this letter is signed by me as authorized representative, hence it is marked **Ex.D.7.** Advocate for defendant no.1 confronted letters

dtd.13.08.2008, dtd.18.08.2008, dtd.21.08.2008, dtd.25.08.2008, 27.08.2008, dtd.05.09.2008, dtd.15.09.2008, dtd.16.09.2008, dtd.13.10.2008, dtd.20.10.2008 these are letters given to fund transfer request from plaintiff bank account to defendant bank account towards investment, these letters are signed by me as authorized representative, hence letters marked **Ex.D.8 to 17**.

It is false to suggest that, these payments under Ex.D.7 to 17 are made in pursuance of clause no.7 of BPA – Ex.D.2. Witness volunteers this BPA agreement cancelled by virtue of MOU clause no.22 at Ex.P.2. It is false to suggest that, there was no communication between plaintiff and defendant as the payments under Ex.D.7 to 17 are made towards investment. I have not stated either affidavit of evidence or in plaint averments, regarding the details of communication towards investment in respect of Ex.D.7 to 17.

I don't know that, whether I have sent e-mail to employees of defendant no.1 on 07.01.2008 that, the amount of Rs.50.00lakhs was credited as salary by the plaintiff. It is false to suggest that, the said payment made under clause no.8 of Ex.D.2. It is false to suggest that, there was no communication from plaintiff to defendant no.1 the amount of Rs.50.00lakhs paid towards investment. I have not stated either affidavit of evidence or in plaint averments, regarding the communication details of Rs.50.00lakhs to the defendant no.1.

It is true to suggest that, Ex.P.21, defendant no.1 balance sheet dtd.31.03.2009 does not reflect the name of plaintiff at any

place. Ex.P.18, balance sheet of defendant no.1 dtd.31.03.2008, does not reflect the name of plaintiff at any place. Witness volunteers, in balance sheet the name of the plaintiff is not there, but the name of the plaintiff reflects in Director's report and annexure to Director's report. It is false to suggest that, Director's report dtd.05.09.2008, it is stated that, no investment received from the plaintiff. It is true to suggest that, In the balance sheet the name of the plaintiff not shows as Investor.

I have not given evidence in any connected matters between the plaintiff and defendant no.1. It is true to suggest that, No payments were made by plaintiff to defendant no.1 after December-2008.

RE-EXAMINATION : NIL

Advocate for defendant no.7 absent. No representation.
Taken as cross-examination of PW-1 nil.

(Typed to my dictation in open court.)

R.O.I & A.C.,

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