

**Witness recalled and duly sworn on 10.12.2020.**

**CROSS EXAMINATION BY LEARNED COUNSEL SRI.GK FOR LR's of deceased defendant no.1**

I do not know, the value of the suit property on the date of agreement dt:18.04.2005. It is true to suggest that with all knowledge of the property and the transaction I will enter into the contract with respect to the suit property. I had complete knowledge about the suit property on the date of execution of agreement. Even though I had entire knowledge about the suit property I am deposing falsely is not correct.

(Further cross examination of PW.1 is deferred at the request of Learned counsel for defendant no.1 )

(Typed to my dictation in open court.)

R.O.I. & A.C.,

(N.SUNIL KUMAR SINGH)  
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.

**Witness recalled and duly sworn on 15.12.2020.**

**CROSS EXAMINATION BY LEARNED COUNSEL SRI.GK FOR LR's of deceased defendant no.1**

I do not know the value of the property as on filing of the suit. I have to asset the value to the suit property as on the date of execution of Ex.P.9. I am unable to say approximately the suit property as on the date of execution of Ex.P.9. Since 1995 I am involved in development of properties and allied activities. Till the year 2005 I may have developed 3 to 4 properties in Bengaluru City. I use to develop the properties by entering into joint development agreements. Before developing any property I use to assess the value of the property is correct. Witness volunteers that before developing the property I have not assess value of the property at any time. I never asset the marked value of property to be developed before taking development activities.

Depending upon the sale value the property to be developed I use to enter into joint development agreements. Before entering into joint development agreement I use to inspect the property to be developed. I have inspected the suit property before entering into joint development agreement. On the date of inspection of suit property there are about 37 tenants are situated on the suit property prayer to entering into joint development agreement. Before entering into joint development agreement as per Ex.P.9 there was already another joint development agreement alleged to have been executed between defendant and 3<sup>rd</sup> party with respect to suit property. I

have gone through the said joint development agreement which is existed earlier. On perusal of said joint development agreement I came to know that approximately Rs.52,00,000/- was paid by 3<sup>rd</sup> party to defendant as consideration. I do not know the type of consideration which was paid by 3<sup>rd</sup> party to the defendant. The earlier joint development agreement was came into existence in the year 2003 or 2004. the earlier agreement with the 3<sup>rd</sup> party was in existence when Ex.P.2 was in executed. Witness volunteers that on the date of execution of Ex.P.2 the earlier agreement of 3<sup>rd</sup> party was canceled. It is false to suggest that on the date execution of Ex.P.2 the earlier agreement entered into between defendants and 3<sup>rd</sup> party was in existence. It is true to suggest that on the date of execution of Ex.P.2 the defendants have executed power of attorney in my favour. It is false to suggest that the General power of attorney Ex.P.3 was executed during subsistence of earlier agreement of the 3<sup>rd</sup> party by the defendants.

Ex.P. 9 is the documents to show that all the earlier agreements existed between myself and defendants will super seeds. I cannot say how may earlier documents existed between myself and defendants by super seeds by executing Ex.P.9. I have no knowledge about the liability which was existed on the suit property on the date of execution of Ex.P. 9. It is true to suggest that as per recitals of Ex.P.9 it discloses there was liability on suit property in Grain merchants co operative Bank. Witness volunteers that to an extent 4000 sq.feet of suit property the liability was existed in Grain merchants co operative Bank. I cannot say what is the amount of liability existed in Grain merchant co operative Bank with respect to suit property.

Even though I have knowledge about the extent of liability existed on the suit property I am deposing falsely is not correct. I am not party to the negotiation held between defendants and 3<sup>rd</sup> party with respect to the suit property. I have paid Rs.2.25crores as part consideration to clear all earlier liability with respect to the suit property by the defendants. Even though the earlier liability was 52 lakhs I have not enquired with the defendants why they required 2.25 crore as advance consideration. Witness volunteers that that is not my concern. Hence I am not asked. Ex.P.:2 is the initial agreement is correct. Para 4 of Ex.P.2 is confronted to the witness and asked why the said matter is mentioned in Ex.P.2 for which witness volunteers that the said para no.4 is mentioned in Ex.P.2 by mistake. The said portion of Ex.P.2 is marked as Ex.P.2(a). I cannot say exact date of payment of 2.25 crores to the defendants by me. It is true to suggest that prayer to execution of Ex.P. 9 I have paid Rs.2.25 crores to the defendant. I do not remember Ex.P.7 and 9 were simultaneous registered on the same day. I do not remember whether earlier agreement holder was present with defendants on the date of execution of Ex.P.9.

(At this stage Learned counsel for LR's defendant no.1 prays time for further cross examination of PW.1 . Since the present suit is one of oldest matter on the file of this court and it is still 4:25PM directed to continue the cross examination till 5.30PM. But Learned counsel for 1<sup>st</sup> defendant not obliged for further cross examination of PW.1. Hence further cross examination of PW.1 taken as closed.)

(Learned counsel for defendant no.2 present. Prays time for cross examination . No grounds made out still it is 4:25PM. No other cases are pending for consideration on the file of this court. Thus no adjournments can be granted. Since the present suit is one of the oldest matter on the file of this court. Hence cross examination by defendant no.2 is taken as closed. )

**Re-examination by plaintiff : Nil**

(Typed to my dictation in open court.)

R.O.I. & A.C.,

(N.SUNIL KUMAR SINGH)  
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.