

DULY SWORN ON: 13-10-2025**CROSS-EXAMINATION BY Sri. GK THE COUNSEL FOR Lrs of Defendant No. 1:**

It is false to suggest that as per Ex. P4 MOU dated 18/4/2005 at clause 7, there is refundable deposit of Rs. 3 crores. Witness volunteers same has been superseded. If I am asked what is the reason for superseding the same and reducing the same to Rs. 2.50 crores, I say, now I do not recollect.

2. As on date of said MOU, the entire suit schedule property was occupied by tenants. It is false to suggest that as per the agreement, I was required to pay Rs. 7.75 cr for vacating the property. If I am asked whether I am aware that the property was mortgaged to grain merchants Bank I say only a small portion of the property measuring about 4000 square feet was mortgaged to grain merchants bank. It is true to suggest that as per the agreement, the said mortgage loan had to be closed [redeemed]. It is false to suggest that the said mortgage loan had to be repaid from the amount which had to be paid by me.

3. It is false to suggest that as per the unregistered agreement,

out of the sum of Rs. 7.7 crores payable by me, the mortgage had to be repaid. witness volunteers that has been superseded. If I am asked what was the reason for said amount of Rs. 7.75 crores payable by me, I say such amount was not payable by me. If I am asked what was the initial amount payable by me, I say there was no such initial payment and as and when they evict the tenants, the amounts were payable by me. If I am asked whether I have issued notice that the tenants have not been evicted, initially witness says I have issued the notice and then witness says I do not remember. I do not remember whether I have issued notice regarding the closure of the mortgage in respect of property measuring 50 x 80 feet. If it is suggested to me that I have not issued any notice for enforcement of the agreement, for seeking eviction of the tenants and regarding closure of the mortgage loan, I say, I think I have issued.

4. Question, under the agreement at Ex. P4, what was the consequence prescribed in case defendant does not evict the tenants? (question disallowed because it is regarding content of

document which is already marked in evidence and therefore, it is a matter for argument and not matter for cross-examination.)

5. If I am asked whether I know the tenants of the property, I say, I know that there were 29 tenants but I do not know their names and I do not know which tenant was in occupation of which portion of the property. If it is suggested to me that pursuant to Ex. P4, few tenants had vacated the property, I say 17 tenants had vacated the property. I do not remember who are the 17 tenants and which were the shops which were occupied by them.

6. It is false to suggest that having come to know about the vacating of the property by 17 tenants I inducted tenants. Witness volunteers, it was the defendants who inducted the tenants. Again, witness says the eviction of the tenants was by using the amount paid by plaintiff, But it was the defendants who inducted the tenants after the earlier tenants vacated. The eviction of the earlier tenants was by using the amount of Rs. 4.12 crores paid by the plaintiff. Witness volunteers, it may be that full amount was not utilized but a part of that amount was

utilized to evict the earlier tenants. I do not remember whether notice has been issued to defendants that only a portion of the amount was used to evict the tenants.

7. If I am asked whether I have issued any notice, calling upon the defendants to evict the remaining tenants I say that the situation did not arise because immediately after the 17 tenants vacated, they inducted fresh tenants into that premises. I have issued notice questioning the re-induction of tenants into the premises vacated by the 17 tenants. I have stated regarding the said notice in the Plaint . It is false to suggest that I have not pleaded in this regard in the plaint and I am deposing falsely. The defendants did not issue reply to the said notice. It is false to suggest that Plaintiff never issued notice and therefore, defendant has not replied to the same.

8. It is true to suggest that Defendants initiated doing their part of the contract by getting vacated 17 tenants, witness volunteers, they immediately re-inducted new tenants into the said premises. I do not remember if it is suggested to me that under the agreement, out of the sum of Rs. 4.12 crores paid by

me, Rs. 2.25 crores was paid as goodwill which was non-refundable. It is false to suggest that out of the sum of Rs 4.12 crore paid by the plaintiff, it was only sum of Rs. 1.85 crores and odd, which was paid for vacating the tenants. It is false to suggest that plaintiff was required to pay total sum of Rs. 5.82 crores for vacating the tenants. If I am asked whether I have issued any notice to the defendants stating that I have set apart a sum of Rs. 7.7 crores and calling upon the defendants to vacate the tenants. I say that question never arose because as soon as they evicted the tenants, they re-inducted new tenants into the premises.

At this stage, further cross-examination deferred at request.

**(Computerized to my dictation in the Open Court as
deposed by the Witness)**

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

(SUDINDRANATH.S)
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.