

DULY SWORN ON: 24-10-2025**CROSS-EXAMINATION BY Sri. GK THE COUNSEL FOR
Lrs of Defendant No. 1:**

9. It is true to suggest that prior to entering into MOU with me, D1 and 2 had entered into earlier MOU with Natraj and Dharmavratha. At the time of entering into MOU I was aware of the said earlier MOU. It is false to suggest that I had negotiated between D1 and D2 and Nataraj and Dharmavratha. It is false to suggest that I had prepared the cancellation of earlier MOU. Witness volunteers, I did not do that and defendants themselves did it. I do not know who prepared Ex. P7, which is now shown to me. I do not remember who gave Ex. P7. It is true to suggest that as on date of entering into MOU with me, there was cancellation of the earlier MOU. If it is suggested to me that I have paid the money to the defendants for the purpose of cancelling the earlier MOU, I say I have paid the money to the defendants, but I do not know about defendants utilizing the said money to cancel the earlier MOU. I do not know what was the amount paid for

cancellation of the earlier MOU.

10. I do not know what was the amount paid by Natraj and Dharmavratha under the earlier MOU to the defendants. I do not know if it is suggested to me that Rs. 64 lakhs was paid under the earlier MOU. It is false to suggest that based on my negotiation it was agreed that defendants would pay Rs.2.60 crores to earlier MOU holders for the purpose of cancellation of the earlier MOU.

11. If I am asked whether I had knowledge of the existing tenants in the property as on the date of entering the MOU with me, I say I knew that there were 27 or 37 tenants, but I do not know their details. It is false to suggest that defendants along with said tenants had a meeting with me with respect to eviction of said tenants. The minutes of meeting at Ex. P-12 is prepared by one Mr. Ravi who is a known person to me and also to the defendants. If it is suggested to me that Ex. P12 was prepared on my instructions, I say it was not only my instructions but joint instructions of all those who are present in the said

meeting. It is true to suggest that in the said minutes of meeting, it is stated about the amount payable by me to the defendants who in turn will pay the amount to the tenants to get them evicted. I do not remember whether I have produced any document to show payments by me in pursuance of the said minutes of meeting. Witness volunteers, I have paid the said amounts by way of cheque.

12. Ex. P13 is also prepared by Mr. Ravi. It is true to suggest that Ex. P13 shows the tenants who are in occupation of specific shops in the property. It is true to suggest that on the basis of Ex. P13, I had knowledge of which tenant was in occupation of which shop in the property. Witness volunteers, Ex. P13 was prepared after MOU and during eviction and after Ex. P13 was prepared, I acquired knowledge of the tenants in occupation of the specific shops. If I am asked after Ex. P13, whether I can tell who all tenants were evicted from the shops, I say I cannot tell exactly because there were 17 shops which were vacated. As on the date of the minutes of meeting on

29/6/2005, I did not have knowledge of which all tenants have vacated their shops.

13. I think Ex. P14 was also prepared by Mr. Ravi, but I am not sure. It is true to suggest that in Ex. P14 it is stated which all shops have been vacated by the respective tenants. If it is suggested to me that even under Ex. P14, I was supposed to make certain payments for eviction of the tenants, I give the same answer as above. i.e., I was supposed to make payments to the defendants who in turn would use the said amount for getting eviction of the tenants. I do not remember if it is suggested to me that as on date of Ex. P14 & P15, I had knowledge of the existing tenants and those who had vacated from their shops. Witness volunteers I did not physically check who are in occupation and which all tenants are vacated. It is true to suggest that in the documents at Ex. P14 and P15 it is mentioned which are the tenants in occupation and which are the tenants who are vacated.

14. Question : I suggest to you that after Ex. P14 and

P15, you were supposed to make further payments for the purpose of eviction of the tenants.

Answer, I was supposed to make payment to the defendants, but since the defendants inducted new tenants into the vacated premises, I did not make the payments.

15. If I am asked whether I have given the details of re-inducted tenants to the defendants, I say I was not supposed to give such details. Witness volunteers I have physically seen that vacated premises were given to new tenants by the defendants. I think I have given the details of the premises where the tenants were inducted once again in my legal notice and in my plaint. It is false to suggest that since defendants did not induct any new tenants into the vacated premises, I have failed to give the details thereof in my legal notice and complaint.

16. It is false to suggest that since I did not make the payments, the defendants have issued notice to me as per Ex. P21. If it is suggested to me that Ex. P 21 which is now

shown to me is notice issued by defendant to me, I say I have not received the said notice. If I am asked, if according to me I did not receive Ex. P 21 notice, on what basis I issued reply to the same as per Ex. P 22, I say I do not remember.

17. Question, I suggest to you that in Ex. P21, it is stated that due to failure to make payment by you, the loan has escalated. (Question is disallowed because it is suggesting the contents of the document already marked in evidence and therefore it is subject matter of argument and not subject matter of cross-examination.)

18. I do not remember If it is suggested to me that even in Ex. P22 reply, I have not given the details of the premises where the tenants were re-inducted into vacated premises. It is false to suggest that due to my failure to make the payments, the defendants could not get vacated, remaining 10 tenants. Witness volunteers, that was not my responsibility. I do not know if it is suggested to me that Aparna Theatre had agreed with the defendants to vacate

the premises occupied by them for consideration of Rs. 55 lakhs out of which Rs 25 lakhs amount remained to be paid by the defendants to Aparna Theatre. I do not remember If it is suggested to me that the above facts were communicated to me as per Ex. P20. I do not know if it is suggested to me that since I failed to make the said payment, Aparna Theatre refused to vacate.

19. **Question,** I suggest to you that under Ex. P2 you had agreed to pay non-refundable security deposit of Rs. 3 crores. (Question disallowed because it is suggesting to the witness the contents of the document already marked in evidence. And therefore it is a matter for argument and not matter for cross-examination.)

20. If it is suggested to me that I have not complied with the requirement of Ex. P2 which is the earlier MOU to reschedule the mortgage loan and therefore there is breach of the agreement by me, I say I am not supposed to do that because Ex. P2 has been superseded by subsequent MOU. It is false to suggest that on my failure the agreement has

become frustrated and therefore, it is unenforceable. It is false to suggest that due to my default of the obligations under the M.O.U. and agreement, the defendants have incurred huge loss due to escalation of the loan amount and interest. It is false to suggest that as on the date of the suit, I was required to pay Rs. 5.75 crores to the defendants for the purpose of evicting the tenants and also towards non-refundable security deposit. It is false to suggest that the subsequent MOU was unilaterally prepared by me. Witness volunteers, it is a registered document. I do not remember If it is suggested to me that parties had also entered into unregistered MOU on 18/4/2005 as per Ex. P4. IF it suggested to me that having entered into unregistered MOU on 18/4/2005, there was no occasion to enter into registered MOU on 20/04/2005, I say the registered MOU is entered into as per the understanding by both the parties and it was discussed with them.It is false to suggest that I have entered into subsequent MOU with a view to defeat the

terms of the earlier MOU.

Cross examination by Sri. BSR for defendant No. 2.

21. It is false to suggest that my total liability to complete this project was Rs. 10 crores. If I am asked, what according to me was my total liability to complete the project, I say it was not worked out. Witness volunteers, this is because there were so many issues involved such as plan section, construction, etc. It is false to suggest that this was only a financial arrangement and it was not my intention to develop the property. It is false to suggest that since I was in financial difficulties, I did not provide the funds at the proper stage for eviction of the tenants and clearing the mortgage loan.

22. It is false to suggest that during the time period when the project was going on, bank and financial institution had attached my property and brought my property for sale. It is true to suggest that defendants had executed a power of attorney in my favour to act on their behalf. If I am asked whether I have acted according to the power of

attorney, I say I do not remember, because I do not remember what powers have been given to me under the said power of attorney. If it is suggested to me that if I had given the funds at the proper time, the project would have been completed by now, I say, that if defendants had not re-inducted the tenants into the vacated premises, I would have given the funds and the project would have been completed by now. It is false to suggest that it was my obligation to clear the liability of the bank.

23. If I am asked what was the time schedule for getting the plan sanctioned, I say time of 6 months was given from the date on which all the tenants were evicted. I do not remember If it is suggested to me that property under mortgage to Grain Merchant Cooperative Bank was also part of the scheduled development. Witness volunteers, it is there in the document. I do not have knowledge about the present situation and the status and condition of the property.

24. It is false to suggest that due to my breach of the

conditions of the agreement, the Grain Merchant Co-operative Bank brought part of the property for auction. If it is suggested to me that the entire property is not available as on today for the project to go on, I say I am not aware.

25. If I am asked whether I have the intention to develop the property today, if it is available, I say I have to think over.

Re-examination : NIL

**(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.