

Witness is called and duly sworn on 06.01.2026

Further Cross-examination by Shri M.A.D. for defendants:

7. I have not enquired with the association as to how many persons they have issued allotment order and executed the sale deed. I have not enquired with the adjacent shop owners about execution of any sale deed in their favour. Allotment letter was issued to me on 07.04.2022. I have read the said allotment letter.

8. When it was suggested to the witness as per Ex P-3 allotment order possession of the shop was handed over to us on 07.04.2022, witness said that it was not handed over to us as the construction was still going on. It is false to suggest that on date of issuing the allotment letter my signature was obtained for a letter for having handed over the possession of the shop to us. It is false to suggest that by putting signature on the letter I have received the copy of the allotment letter and also got the possession of the shop. It is false to suggest that from the date of issuance of allotment letter possession of the shop was with us.

9. It is false to suggest that about six months after the issuance of allotment letter we have issued a letter to the defendant by saying that we do not require the said shop since my daughter has got other job. It is true that defendants have given reply for our legal notice. In the said reply defendants said that they are ready to refund the amount provided we hand over the possession of the shop back to them.

10. When it was suggested to witness that we have not handed over the possession of the shop to the defendants, witness said that possession was not given to us. It is false to suggest that till this day possession of the premises is still with us. After issuance of Ex P-5 notice we have written a letter to the defendants on 23.09.2023. I have produced the copy of the said letter before this Court. When it was suggested to the witness that even on this day defendants are ready to repay Rs.20,00,000/- to us, witness said that they have to repay with interest. There is no agreement between us for payment of interest while refunding the amount.

11. It is true that once the allotment is made, sub-letting is not permissible. It is false to suggest that we were intended to sub-let the premises and defendants have objected for the same. It is false to suggest that without handing over the possession of the premises to the defendants we have filed this false suit.

Re-examination: Nil.

(Typed to my dictation in the Open Court)

R.O.I.&A.C.

(Manjunath Nayak)
Prl. Dist.& Sessions Judge,
Belagavi.