

Witness duly sworn on 20-02-2023:
Cross Examination of DW3 by Sri.RGJ Adv. for Plaintiffs :

1. I have completed my Decree. I am permanent resident of Hukkeri village. In this case I am also arrayed as defendant in this case. I have not filed written statement in this case. I have come before this court to give evidence as I have received notice to get evidence. I have given instructions to prepare chief examination affidavit to the counsel appearing for Defendant no.12, 15 to 18 in this case. I had no information about this case why the plaintiff has filed the suit against me. This suit is filed by the plaintiff against the land which I sold to defendant no.12 and its recent R.S no.121/4. I do not know about other lands included in the above suit.

2. R.S No.121/2A totally measuring 5 acres 27 guntas. It is true that, prior to phodi hissa as R.S no.121/2A, earlier R.S no.121/2 was totally measuring 9 acres 27 guntas. It is true that, above R.S no.121/2 land is abutting to Khanapur Parishwad road. It is true that, now one Shantinikathan School is running opposite to the R.S No.121/2A land. It is true that, originally R.S No.121/2 land belongs to Gurav family. I do not know whether the R.S No.121/2 was originally was standing in the name of Dhakalu Gurav. I do not know after the death of Dhakalu Gurav his two sons by name

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Narayan and Topanna succeeded to the properties of Dhakalu Gurav. I do not know since Topanna had no family members to succeed his property his share extinguished and his share also merged in the share of Narayan. I do not know after death of Dhakalu Gurav and Toppan Gurav the suit properties succeeded and transferred in the name of Narayan Gurav. It is true that, Narayan Gurav has got R.S No.121/2 through regrant (raitava). It is true that, Narayan had a wife and two sons and I do not know about other children. Wife of Narayan and his two sons defendant no.1 and plaintiff no.1 had came to me and informed that they are in need of money and intending to sell portion of Sy no. 121/2 in the year 1991-92. I do not know Gurav family has 26 acres of land including R.S No.121/2. I do not know whether Gurav family has sufficient agricultural income for their family. I have inquire about the property through advocate and also gone through the RTC extract before purchasing property. I have entered into the said sale transaction after verifying RTC and also confirming the name in the RTC. I have not inquired about the family members of Narayan Gurav. I have not seen and verified 30 years back documents pertaining to property which I had purchased. It is true that, Sy no.121/2 is ancestral property of Gurav family. I do not know after the death of Narayan Gurav his wife and children are

the successors to his property. I do not know whether the wife and children of Narayan Gurav had never partitioned the suit properties and still it is ancestral and joint family properties. Before I purchased the property I have not given any paper publication raising any objections about the property which I intended to purchase. Before purchasing the property I have seen the RTC extract and also told my advocate to verify the document and also got information about the property documents by the bond writer, witness volunteers that, defendant no.1, plaintiff no.1 and their mother where also present. I had sale transaction with defendant no.1, plaintiff no.1 and their deceased mother Rukmini Narayan Gurav. In the year 1992 I was agriculturist. In the year 1992 I was aged about 19 to 20 years. I was working in the lands of others and also my aunts land and also doing vegetable business. Advocate Senior Nandgadi and bond writer had given instructions to prepare sale deed. Sale deed was in Marathi language. In the sale deed the vendor has signed two signatures in the sale deed. Sale deed bond was brought by Dhakalu. In the bond papers signature of Dhakalu was there. Dhakalu was signing in English language. Jyotiba was writing was his full name as signature. Rukmini Bai was putting her thumb impression. Thumb impression of Rukmini Bai was identified by the bond writer. Three

members of Narayan Gurav, one Dhamanaker, Dabale, Maniyar and Dada Davanagere were also present. The Dhamanaker, Dabale, Maniyar were came on that day on the side on Dhakalu Gurav and family and Dada Davanagere was came for my side on that day. The sale consideration was fixed for Rs.45,000/- and out of it Rs.25,000/- was paid by me two to three months before sale deed as they were in need of money for family necessity. I paid said Rs.25,000/- amount in cash and later balance amount paid on the day of execution of sale deed. I have not taken receipt for the payment of Rs.25,000/- and balance amount paid by me. I had not taken any agreement from the Dhakalu and family members for receiving Rs.25,000/- as money earlier. It is true that, Narmadha Basavant Dhamanekar, Mangal, Vithabai, Kaveri were not party to the sale deed. It is false to suggest that, Jyotiba Narayan Gurav had never signed on sale deed by writing his full name and also he never visited Sub-Registrar Office and never executed any sale deed. It is false to suggest that, since between the family members of Narayan Gurav there was no any partition held between them therefore they never delivered possession of the property as I claimed. It is false to suggest that, I am deposing falsely stating that, plaintiff no.1, defendant no.1 and their mother Rukmini Narayan had executed sale deed to me. It is false to

suggest that, I have never paid any amount of Rs.45,000/- to the Gurav family as I claimed. I do not have any document except sale deed to say that, I have paid Rs.45,000/- to the Gurav family. It is false to suggest that, even having knowledge that there is no partition held among the family members of Gurav in respect of property which I was intending to purchase, have created false sale deed. It is false to suggest that, before my name entered on the basis of sale deed no notices were served to the members of Gurav family. I do not know what was the actual market rate of the land at the time of my purchase as I claimed. It is false to suggest that, I have not acquired any title and ownership rights through Ex.D22 sale deed. It is false to suggest that, since I had no ownership rights over the R.S no.121/2A I had no rights to sell the property to Defendant no.12. It is false to suggest that, myself and defendant no.12 have got created another sale deed Ex.D23. It is false to suggest that, with an intention to give trouble to the plaintiffs I am deposing falsely.

Re-Examination: Nil

**(Typed to my dictation in the open Court)
R.O I & A.C**

**Senior Civil Judge & JMFC
Khanapur**