<u>Witness duly sworn on 21.02.2026</u>

<u>Further Cross Examination by Sri.MCK Advocate for defendant</u>:

12. The defendant has not given written instructions to the plaintiff for making payments in connection with Ex.P.8 and 9 Insurance premium. Witness volunteers that, there was oral instructions from the defendant. We are making interse payments on behalf of defendant from the past about 25 years. Only when the defendant was making request to the plaintiff for making payment, the plaintiff used to make payment towards insurance.

13. We have not given original receipt of Ex.P.8 and 9 to the defendant. Witness volunteers that, Ex.P.8 and 9 receipts were secured by them for the first time for the case recently. I am not aware as to whether insurance company will receive premium payment from the owner more than once for the same year and same vessel. It is false to suggest that, defendant has never made request to the plaintiff to make payment of insurance premium in connection with Ex.P.8 and P.9.

14. The TDS amount of Rs.386/- shown in last page of Ex.P.1 is pertaining to the rent received from defendant on 30.11.2020. Rs.111/- pertains to GST of the rent. We are issuing rent bill to defendant. I am not aware about any other rental agreement in this connection. This rent pertains to about 340 Sq.ft area bearing Door number ending 380/7. The monthly rent is Rs.1,238/-. The said amount is shown as due receivable from defendant. Now they are not in possession.

15. The last rent paid by defendant was on 29.03.2018 for 5 months together. Thereafter, we have shown in our statement as

rent receivable. No notice was issued claiming arrears of rent. Account ending 629 pertains to defendant. It is false to suggest that, the said account does not pertain to the defendant. There is no document to show that, Rs.14,265/- was paid to Shivmurt Kevit on behalf of the defendant. It is false to suggest that, the said amount was not paid at the request of defendant.

16. It is false to suggest that, account ending 629 does not pertain to defendant. Current account ending 193 of HDFC bank does not pertain to defendant. There is no written instruction of defendant to show that defendant had asked us to pay Rs.15,000/- on 18.04.2019. We may have document to show that Rs.2,208/- GST was remitted to Government on behalf of defendant. It is false to suggest that, defendant neither requested to pay nor the amount was remitted to Government.

17. It is false to suggest that, two payments made on 20.03.2020 and 30.04.2020 were made on the request of defendant. It is false to suggest that, the said payments were made on behalf of defendant. It is false to suggest that, payment made on 11.09.2018 was not made on the request of defendant. It is false to suggest that, the said payment was made on behalf of defendant.

18. Payments shown on 08.08.2018, 14.08.2018 and 16.08.2018 are payments received from defendant through bank transfer to our Corporation bank. It is false to suggest that, Ex.P.1/Statement is concocted for the purpose of case. It is false to suggest that, myself and plaintiff have colluded to defraud the defendant.

19. It is true that, account ending number 000514 of earlier Corporation Bank is pertaining to Mangaluru Mineral Transport account. Hence, the same is now marked as Ex.D.1.

Re-examination: Nil.

(Typed to my dictation in the open court.)

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

I Addl. District & Sessions Judge,
Mangaluru, D.K.