Witness duly sworn on 23.08.2025

Further cross Examination by Sri.PKB, Advocate for Plaintiff:

37. Ledger account in ERP means computerized accounts. “Port charges as actuals” means the actual amount charged by the port towards wharfage. This also includes statutory charges. It is true that, letter dated 25.08.2018, 27.08.2018, 25.08.2018 was addressed by us to defendant No.2 directly. Hence, the said documents are now marked as Ex.P.57 to 59 respectively.

38. It is true that, annexure to Ex.P.19, Ex.P.22 and 24 was addressed by us to defendant No.2 directly. As per Ex.P.18 terms, plaintiff was supposed to store the goods inside their warehouse at Baikampady. As per Ex.P.18, no area was obtained by the plaintiff on rent inside the custom bound area of the port.

39. It is true that, plaintiff had obtained 4000 sq.mts of closed storage area from the port on rent for storing fly ash. I do not recollect the exact date as to when the area was taken on record.

40. Only after the incident of 29.05.2018, we gain knowledge that, the items were damaged. I do not have knowledge about the exact type of storage facility in which the items were kept on that day. It is true that, the rental charges will vary depending on the type of storage facility. It is true that, plaintiff was sending their periodical invoices towards storage rent to us. As on date, we have not disputed any of the said invoices sent by the plaintiff.

41. The total quantity of fly ash intended to be exported was around 13000 metric tones through the plaintiff company. However, only about 10900 metric tones was ultimately exported. This export was between November 2017 to April 2018. The total

shipments were 4 to different clients. We have not failed in exporting the particular quantity in each of those consignments.

42. The witness admits to be the author of a document dated 05.12.2017. Hence, the said document is marked as Ex.P.60. It is false to suggest that, as per Ex.P.60, we have failed to export the desired quantity. The witness volunteers that, a leverage of +/- of 10% is provided. We have not disputed the nature of storage area obtained by the plaintiff in the past. We have not objected for the plaintiff to have stored the items on the unpaved area of the port.

Further cross examination is deferred.

(Typed to my dictation in the open court.)

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

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