

Witness duly sworn on 23.07.2026

Cross Examination by Sri.MCK, Advocate for defendant Nos.1 to 3 :

Before institution of the suit, I had got issued legal notice through my counsel on 02.02.2017. The said notice is Ex.P.1. In the said legal notice I have based my demand on the basis of sale agreement dated 23.08.2016. We had shown advance Sale consideration in the said sale agreement. Subsequently, we had paid Rs.35 lakhs to the defendants based on the sale agreement dated 23.08.2016 in the month of December. The second agreement was after excluding Rs.25 lakhs that was paid in cash.

2. The second sale agreement was also regarding the same property. The bank panel Advocate had prepared the sale agreement of 23.08.2016. I do not remember if the original of the said sale agreement was submitted to bank. When the said sale agreement was executed, myself, my husband, D-1 to D3, husband of D-3 and witnesses were present. In the first agreement of 11.03.2016 D1 to D3 were signatories, where as in the 2nd sale agreement dated 23.08.2016, D1 and D3 were the signatories. Since, D-2 had released his right in the property in favour of D-1 and D-3, D-2 was excluded in the 2nd agreement.

3. As per the 2nd agreement, we were to conclude the execution of absolute sale deed by 10.03.2017. Based on 23.08.2016 agreement, I did not deposit the loan instalment amount into the bank directly, but to the individual account of D-1 and D-3. As per terms of agreement dated 23.08.2016, I was supposed to pay the loan instalment to the bank. Witness

volunteers that, on the oral request of D-1 and D-3 she paid the amount to their individual accounts.

4. As per the agreement dated 23.08.2016 I was supposed to pay the monthly instalment of loan to the bank. Witness volunteers that, based on the oral request of D-1 and D3 she paid it to their personal accounts. I don't have any document to show that, I had paid instalments to bank every month. Witness volunteers that, they had paid lumpsum amounts as and when orally demanded by D-1 and D-3. I don't have document to show the demand made by D-1 and D-3.

5. Since March 2016 I was in possession of suit schedule property upto 14.02.2017. It was running business when I took possession. Due to the problem of loan liability outstanding on the suit schedule property, the defendants wanted to dispose of the same. As per the sale agreement, I was supposed to clear all the 9 loan accounts in MCC bank.

Further cross examination is deferred.

(Typed to my dictation in the open court.)

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

(Sri.Vinay Devaraj)
I Addl. District & Sessions Judge,
Mangaluru, D.K.