

**II Addl Senior Civil Judge & JMFC., Court
Dharwad**

Witness name: Satishchandra Jaju

Father name: Bhagwan Das

Age : 65

Occupation : Business

R/O : Barshi, Solapur district, Maharashtra

Witness Oath is administered to the witness on 02.11.2025

Chief examination: By counsel for accused

I am the proprietor of M/s. Radhika Tractors. The complainant enterprises is known to me. The complainant is the stockist of International Tractors Limited Sonalika brand tractors and I have purchased tractors from the complainant. I am a dealer of International Tractors Limited. In 2018 I have entered into agreement with the complainant at Mumbai. I have issued cheques to the complainant at Mumbai. I have issued the said cheques to the complainant for security purpose. I have issued signed blank cheques to the complainant.

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In respect of purchase and sales of Tractors I maintain accounts. I have issued 5 cheques to the complainant. Out of the said cheques the complainant has presented only 1 cheque. I have gone through the ledger accounts produced by the complainant. The said ledger accounts are not correct.

Ex.P.2 is the agreement entered into by me with the complainant and it bears my signature. Ex.P.1 is the letter issued by me to the complainant. Ex.P.4 is the cheque issued by me. But the contents in Ex.P.4 are not written by me. At the time of Ex.P.4 I had not mentioned the date on it. Ex.P.6 is the notice issued by the complainant which is received by me. I have issued reply notice to Ex.P.6 which is produced by the complainant at Ex.P.11. I have not confirmed the account statements produced by the complainant at Ex.P.12 to 25. Regarding the correctness of the account statements after verifying the same I have communicated the complainant over phone. I do not remember regarding recital pertaining to discount part in the agreement between me and complainant. The agreement contend recital regarding interest in case of

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delayed payment. There is no clause regarding GST in the agreement. As per the agreement on purchase of tractors by the dealer the discount was to be made on the invoice date but the complainant has given discount at the end of the month and as such I am stating that the accounts statements shown by the complainant are not true. As per the agreement the interest calculated by the complainant is false.

The complainant has filed a civil case against me at Mumbai in respect of the same subject matter. In the said civil case the complainant has claimed more than the amount mentioned in Ex.P.4 cheque produced in this case.

I do not remember whether there is any recital in the agreement regarding presentation of cheques. As per the agreement I am not liable to pay the amount mentioned in the Ex.P.4 cheque. Since I have not committed any offence I pray to dismiss the complaint.

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Cross examination; By counsel for complainant

I do not know whether Swagat Appasaheb Jinagouda is the Karta of complainant enterprises. It is true that the complainant is the stockist of International Tractors Limited. It is true that I am the proprietor of accused No.1. In the year 2013 I have started M/s. Radhika Tractors. I do not know whether the complainant for his business purpose has obtained O.D. loan from nationalized bank. In the year 2018 the business between me and the complainant commenced.

It is true that on 15-01-2018 as per Ex.P.1 I had given representation to the complainant regarding credit sales. It is true that as per the Ex.P.1 I had requested the complainant to support my business by availing credit sales with respect to which I am willing to sign the agreement and provide blank undated cheques. When it is suggested that as per Ex.P.1 the witness has issued Ex.P.4 and other cheques towards credit sales witness states that he had issued the said cheques for security purpose. It is true that as per Ex.P.1 myself and the complainant have entered into Ex.P.2 agreement. It is true that

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the signature appearing on Ex.P.2 is my signature and the photographs belong to me.

It is true that as per Ex.P.2 agreement after supply of tractors and raising invoice within 5 days we have to deposit the amount to the complainant. It is true that for the said 5 days no interest is calculated but after 5 days interest is charged. It is true that after lapse of 5 days upto 30th day the interest charged is 1.5%. It is true that after lapse of 30 days the interest charged is 2%. It is true that as per the terms and conditions in Ex.P.2 myself and complainant have entered into the agreement. It is true that on the date of Ex.P.2 itself I have executed Ex.P.3 and issued 5 cheques. It is true that in case there is balance due then the complainant is at liberty to fill up the cheques. Witness volunteers that the complainant is at liberty to fill up the correct due balance amount in the cheque.

It is true that I have issued Ex.P.4 cheque at the time of Ex.P.2 agreement. It is true that seal and signature on Ex.P.12 to 19 belong to me. When it is suggested that as per the seal

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and signature on Ex.P.12 to 19 I have confirmed the contents of the documents witness states that the seal and signature belong to him but he has not confirmed the contents therein. It is false to suggest that by affixing seal and signature I have confirmed the contents of Ex.P.12 to 19. After receiving Ex.P.12 to 19 I have not objected the account statements through writing letter but I have orally spoken with the complainant. It is false to suggest that I have orally communicated with the complainant about the account statement in Ex.P.12 to 19. I have not issued any notice in writing to the complainant objecting Ex.P.12 to 19.

It is true that I also maintain accounts pertaining to my business. Myself and my accountant maintain the business account. I do not remember the name of my accountant who was maintaining the business accounts at that time.

Further cross examination deferred on the request of counsel for complainant.

(Statement of witness recorded in the open Court.)

sd/-

(Hemashree D.)

**II Addl. Sr. Civil Judge & JMFC.,
Dharwad.**