Witness called and duly sworn on 01.04.2026.

Cross examination : Smt. S.B., advocate for the plaintiffs:

2. I have degree in B.com. I have also did Senior in Shorthand, Senior in Typing and 1 year in law. In the year 1972 I have completed my B.Com., in the year 1963. I have joined Income Tax Department as Stenographer. I have resigned from the said post in 1976.

3. It is true to suggest that sale agreeement at Ex.P–1 executed by my wife in favour of plaintiff. It is true to suggest that the schedule properties are standing in the name of my wife. My wife might have studied upto 9th standard. Witness volunteers that she subscribes her signature in English language. It is true to suggest that my wife aware about the transactions in respect of suit properties that has been taken place from the year 2020 till filing of the suit. It is false to suggest that my wife is fully aware about the contents of the Sale Agreement at Ex.P–1. Witness volunteers that as she is illeterate the contents of Ex.P–1 was explained by me. It is true to suggest that, the signature now shown to me at Ex.P–1 is belong to my wife.

4. It is true to suggest that, the authority to depose evidence on behalf of my wife comes to me as per Ex.D–4/General Power of Attorney dated 13.03.2025. It is true to suggest that, Ex.D–4/General Power of Attorney dated

13.03.2025 executed in favour of me by my wife because she is old aged, suffering from illness, unable to travel and requires somebody else to visit survey office. Ex.D–4/General Power of Attorney dated 13.03.2025.Ex.D–4/General Power of Attorney dated 13.03.2025.

5. It is true to suggest that, to visit the survey officials was required in order to correct the survey documents pertaining to the land bearing Sy. No. 144 and 112. It is true to suggest that, I am personally aware about the contents of Ex.D–4/GPA. It is true to suggest that, there is no recitals in the Ex.D–4/GPA that I have personally negotiated in execution of Ex.P–1/Sale Agreement. It is also true to suggest that, there is no recitals in the Ex.D–4/GPA that from the inception of the transaction I have personally negotiated all affairs on behalf of my wife. It is also true to suggest that, there is no recitals in the Ex.D–4/GPA that I am the sole person who is handling the commercial transaction of my wife.

6. It is true to suggest that, my wife diagonised with rheunatoid arthrities. Because of the said decease she can not able to walk as well as travel. It is true to suggest that, rheunatoid arthrities affect the movement of the human but not the mind of the human. It is false to suggest that, if my wife would have been present before the court she would have deposed about the entire transaction of the suit.

7. It is true to suggest that, as stated in para No.1 of my chief affidavit, my wife has personally briefed all the facts and circumstances of the suit. It is true to suggest that, as stated in para No.1 of my chief affidavit and personally aware of the entire facts and circumstances of the case. It is false to suggest that, some part of my chief affidavit contains what my wife has briefed me. It is false to suggest that, in my chief affidavit I have not stated what are all the contents which my wife has briefed me and what are all contents personally aware by me.

8. It is false to suggest that, I have made general statement in my chief affidavit that I am aware about the entire facts and circumstances of the case.

9. It is true to suggest that, Ex.P–1/Sale Agreement contains totally 7 landed properties which are described as "A, B and C" schedule properties in this suit. It is true to suggest that, in Ex.P–1/Sale Agreement total sale consideration mentioned is 14,90,00,000/–. It is true to suggest that, from the begining suit "B and C" schedule properties were part of the sale trasaction. It is true to suggest that, I do not dispute signature of my wife on all pages of the Sale Agreement at Ex.P–1. It is true to suggest that, Ex.P–1 contemplates sale of totally 7 landed properties.

10. It is true to suggest that, my wife has received Rs. 5,70,20,000/– as advance from the plaintiff under Ex.P–1. It is

false to suggest that advance sum of Rs. 5,70,20,000/– was paid to my wife through Banking instrument.

11. **Question**: Then did you receive certain amount of Cash from the plaintiff in connection with the advance sum of Rs. 5,70,20,000/–?

12. **Answer**: Yes.

13. It is true to suggest that, in Ex.P–1/Sale Agreement there is no recitals about the receipt of certain amount of Cash from the plaintiff towards advance sum of Rs. 5,70,20,000/–. On the day of execution Sale Agreement at Ex.P–1, I have received certain amount of cash from the plaintiff in my residence at Bengaluru.

14. My wife is income assesse. I do not remember whether my wife has diclosed about the receipt of cash from the plaintiff in connection with the sale transaction at Ex.P–1. It is false to suggest that, eventhough, I am capable of producing income tax return files of my wife, I have intentionally not produced before the court. Witness volunteers that I was never asked to produce the same before the court. I can not depose what is the amount my wife as paid towards income tax in the assessment year 2022–23. Witness volunteers that I can produce the same before the court. It is false to suggest that, I am not the witness to the sale agreement at Ex.P–1. Witness volunteers that I am the witness to the Ex.P–1 and my signature can be seen in Serial No.1 as “M.R. Khan”.

15. It is true to suggest that, the modified agreement/Ex.P–21 now shown to me contains signatures of my wife and me. Witness volunteers that Sub–Registrar rejected to register the said document, since original document is under valued. It is true to suggest that, If any document is to be registered then it has to be presented before the Sub–Registrar. Then it is true to suggest that, it is not my case is that, modified agreement at Ex.P–21 was never executed or never existed but it is my case is that it was refused by the Sub–Registrar the same as it was under valued. I do not contain any acknowledgment/endorsement having issued by the Sub–Registrar refusing to register the modified Sale Agreement. Witness volunteers that they never issues such acknowledgment/endorsement.

16. **Question**: Did you raised any objections with the plaintiff with regard to any of the recitals of the modified Sale Agreement at Ex.P–21.

17. **Answer**: No.

18. It is true to suggest that I have not raised any objections with regard to correctness of the modified Sale Agreement at Ex.P–21 with the plaintiff. It is true to suggest that, I do not dispute the contents of the sale agreement but, according to me it can be interpreted person to person. It is true to suggest that, by going through with the entire contents of in modified Sale Agreement/Ex.P–21, I have subscribed my signatures.

(Further cross examination of the DW1 is deferred at request)

Typed to my dictation in the open Court.

R.O.I. & A.C.

Senior Civil Judge & JMFC,
Mulbagal**.**