

Witness present and duly sworn on: 01.09.2025.

Cross examination by: Sri.JKR., Advocate for Plaintiff:

It is true to say that defendant has executed the agreement of sale in favour of the plaintiff as per Ex.P3. Plaintiff has filed the cheque bounce case against me in the year 2017 and 2018. It is true to say that plaintiff has filed the cheque bounce case vide CC No.94/2017 and in the said case we have compromised the matter. Advocate for plaintiff confronted the order sheet, complaint, cheque, legal notice, postal receipt, postal acknowledgment and joint memo of CC No.94/2017. Witness identified the said documents and also his signature, same are marked as Ex.P11 to Ex.P17 and Ex.P17(a). I could not remember about reply notice given by me.

I don't know that the present case is pending at the time of cheque bounce case filed against me. I came to know about the present case since from 1 year. I have no difficulty to say the plaintiff for cancellation of the agreement at the time of compromising the cheque bounce case. The defendant was not present at the time of compromising the cheque bounce case. I have taken loan of Rs.5,00,000/- from plaintiff.

It is false to suggest that cheque bounce case and present case are different cases. I don't know the formalities about mentioning the receipt of money from the plaintiff for

security purpose in the agreement. Witness volunteers that I was residing at Mysore so for security purpose the agreement got entered in respect of suit property. The agreement of sale was entered for Rs.5,00,000/-. I know the plaintiff since from 15 – 16 years. No financial transaction taken place between me and the plaintiff except cheque bounce case.

Further examination: Nil.

(Typed to my dictation in the open court, corrected and then signed by me)

R.O.I. & A.C.

Addl. Senior Civil Judge & JMFC.,
Nagamangala