

Witness present and duly sworn on: 14.02.2025.

Advocate for defendant submitted no further examination in chief.

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

Plaintiff is doing finance business. I don't know about the properties of plaintiff. I have not told about the properties of the plaintiff to my Advocate. I don't know that, plaintiff is having poultry farms. I know plaintiff since from 15 – 20 years.

I have purchased the suit property and the suit schedule property is my self acquired property. I am a civil contractor since from 20 years. I never taken loans from any one in the Nagamangala Taluk. I have not mortgaged the property to get the loan. Advocate for plaintiff confronted mortgage deed and signature to the DW1. DW1 identified mortgage deed and his signature, same are marked as Ex.P10 and Ex.P10(a).

It is true to say that, I have taken two times loan from the bank by mortgaging the suit property. I am residing at Teachers colony, BSNL Office road, Nagamangala since from 7 – 8 years. In the year 2016 I might be residing near Old Ellen School, Nagamangala. I have not entered rental agreement with the owner of the house situated at Teachers colony, BSNL Office road, Nagamangala. I have studied upto Diploma – Civil Engineer.

Advocate for the plaintiff confronted Ex.P3 to the DW1, he has identified his signature on the Ex.P3, same is already marked as Ex.3(a). At the time of the execution of the

agreement dated:01.12.2015 myself, Shivanandappagowda, Plaintiff, Suresh/attested witness and scribe were present and except us no one were present. It is true to say that, at the time of execution of the agreement dated:01.12.2015 one Manjunath was also present. Manjunath and Suresh were present and signed the agreement dated:01.12.2015.

It is false to suggest that, I offered to sell the suit schedule property for total sale consideration of Rs.20,00,000/- and executed agreement of sale in favour of the plaintiff and received advance amount of Rs.15,00,000/- and also I have agreed to execute registered sale deed within three months by receiving balance sale consideration of Rs.5,00,000/- and also furnishing the documents related to the suit schedule property.

It is false to suggest that, plaintiff also issued legal notice to me within three months from the date of the execution of the agreement of sale and one legal notice got served to me and another legal notice I have refused to receive the same. The plaintiff has produced the document which I have executed the document in his favour and also the plaintiff produced RTC related to the suit schedule property. Plaintiff filed the suit for recovery money or otherwise to register the property in his name.

I have no difficulty to get the signature of the Shivanandappagowda on the agreement. It is false to suggest that, the loan taken by the Shivanandappagowda is not related to this case. It is true to say that, after reading the contents of

the agreement myself and plaintiff have signed the same. It is false to suggest that, I have executed the agreement for the purpose of the security for the loan taken by the Shivanandappagowda and I am deposing falsely. It is false to suggest that, plaintiff is ready to pay the balance sale consideration of Rs.5,00,000/- to me but, I have refused to receive the same and not executed sale deed in favour of the plaintiff.

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