

C.C. No.54612/18
PW.1

Witness present and duly sworn on 23.4.2026
Cross of PW1 by Sri.BSN Counsel for accused

If it is suggested that through whom I know the accused I would say that I know the accused through building owner Sri.Manjunath. If it is suggested that what document I had seen about the ownership of the accused I would say that the accused was a developer and there was JDA between the accused and the owner of the property. I had seen the document about which flat came to the accused. If it is suggested that what was the said document I would say that it was the sale agreement between the owner and the accused. I have produced the said sale agreement to this court. It is false to say that I have not produced said sale agreement before this court. I had seen the flats which came to the accused. If it is suggested that how much flats came in the apartment to the accused I would say that only one flat came to the accused in the apartment. Upon seeking clarification to the learned counsel for the accused in respect of the name of the said apartment he referred in the said suggestion, he failed to say it. It is false to say that by the time of the lease agreement dated.5.5.2017 the said property was ready for occupation. If it is suggested that have I occupied the property as per the said lease agreement I would say that I have not occupied. It is false to say that I had no hurdles to occupy the property as per the lease agreement. If it is suggested that can I name the apartment which I had got leased as per the lease agreement I would say that it is

Kanishk apartments. If it is suggested that have I stated in my complaint that I had got executed lease agreement in respect of the apartment at Kanishk apartments I would say that I do not remember. Witness volunteers that but property details are given. If it is suggested that have I given any payments in respect of the company at accused No.1 I would say that No.

If it is suggested that can I say for what reason A2 is made party to this complaint I would say that the payment was made to him and he was director of A1. If it is suggested that had I made payment to the A2 as representative director of A1 or to the A1 I would say that I paid directly to the A2. I have not sent any legal notice to the accused saying that as per the lease agreement they did not handover the possession of property and asking them to give possession of the property. Witness volunteers that I had talks over phone. If it is suggested that can I say how many apartments are there in Kanishk apartments I would say that I think four. It is false to say that except the subjected apartment in the said lease agreement all other apartments in the said Kanishk apartments were occupied. If it is suggested that we were not in good terms as the possession of the property was not handed over to me in accordance with the lease agreement I would say that after the agreed period of four months we were not in good terms. It is false to say that Ex.P18 to 21 which I have produced before this court are created documents. It is false to say that I have created Ex.P22 to extract money from the accused. If it is suggested that if Ex.P22 was executed I had to return the original lease agreement I would say that he had a

copy of it and I was not aware that the original should be returned and further he was not reachable later. If it is suggested that can I say who prepared Ex.P22 and where it was prepared I would say that my lawyer knows it.

At this juncture counsel for accused prays time. Adjourned for further cross examination in the ends of justice to next date of hearing.

(Typed to my dictation in the Open Court)

R.O.A.I.C.

XXXIII ACJM, BENGALURU.