WITNESS IS PRESENT AND DULY SWORN ON 05.01.2023

FURTHER CROSS EXAMINATION BY SRI. M.F.A FOR SRI.B.L.S ADVOCATE FOR DEFENDANT

It is true that the contract was extended from 10.05.2017 to 30.11.2017. We were aware of minimum wages payable to the workers during this extended period of contract. I do not remember the actual minimum wages notified by the Government. We have extended the contract on the terms and conditions incorporated in the original contract though we were aware of minimum wages prevailing at the time of extending the contract. We had submitted a letter to the defendant requesting them to revise the minimum wages at the time of extending the contract as per Ex.P.9. We have not submitted any letter seeking revision of minimum wages on or before 10.05.2017. We have paid wages to house keeping employees. We have not produced the documents to show that we have paid wages to the house keeping employees. It is not true to suggest that the defendant No.1 is not liable to contribute towards EPF and ESI and revised wages. As per Condition No.1 of Tender Notification the quoted rates shall be inclusive of all wages to employees as per Minimum Wages Act, Provident Fund, ESI, Insurance, Contributions, for comprehensive property management, Consumables etc. The rate shall be inclusive of service tax, VAT, Income Tax and any other taxes if any as leveid by the Government and amendments thereof (for a period of one year from the date of work order). It is not true to suggest that in view of condition No.1 of Tender Notification the defendant No.1 is not liable to pay any contribution to the house employees of the plaintiff. It is true that the plaintiff had entered into agreement with defendant No.1 after knowing the terms and condition of the Tender Notification. We have paid the revised wages as per the notification issued by the Government to house keeping employees. I do not remember the date on which the revised wages were paid to the house keeping employees. We have not furnished any documents to show that we have revised wages to house keeping employees. It is not true to suggest that I am falsely deposing that the plaintiff has paid revised wages to house keeping employees. We have not furnished any documents to show that we have paid GST on the revised wages of house keeping employees. It is not true to suggest that I have failed to furnish the document regarding payment of GST as the plaintiff has not at all paid revised wages to the house keeping employees. I am able to furnish documents to show that the plaintiff has paid revised wages to house keeping employees and also regarding the remittence of

GST on revised wages. I have to verify the records whether the plaintiff has received the EMD deposited with the defendant No.1. It is not true to suggest that the plaintiff is not entitled to have the suit claim as the plaintiff had entered into contract with the defendant No.1 knowing the terms and conditions of the Tender. It is not true to suggest that the plaintiff has filed this false suit and I am deposing falsely to make wrongful gain and to cause wrongful loss to the defendant.

RE-EXAMINATION: NIL.

(Typed to my dictation in the open court)

ROI and AC

(S J KRISHNA)
LXXXIX ADDL. CC & SJ, BENGALURU.