

WITNESS CALLED AND DULY SWORN ON 12.04.2023.**FURTHER CROSS EXAMINATION BY SENIOR COUNSEL SRI.PROMOD N.KHANTAVI, FOR THE PLAINTIFF:-**

1. We have not shared the calibration certificate of the weighing scale at unloading point with the plaintiff. Between 2013 to 2016, the calibration of static weighing system was done by the department of Legal Meterology yearly once. It is true to suggest that, in the period of 2013 to 2016 there should be minimum 03 calibration. I do not remember exact date when the static weighing system introduced in KPCL unloading point. Witness volunteers probably 15 years back. I do not know, KPCL introduced static weighing system in KPCL at unloading point in the year 2013. It is not true to suggest that, prior to 2013 the static weighing system at unloading point of KPCL was in motion weighing system. It is false to suggest that, no where in the contract it is mentioned regarding the system of weighment. The weighment sheets are corrected manually by KPCL, these corrections to the weighment sheets are required since there are some mistakes in static weighing system at the unloading point.

Question: As and when you carryout repairs, do you replace the defective components with correct once ?

Answer: As and when any components/ consumables fails, they will be replaced by the healthy one.

It is not true to suggest that, as and when we replaced the components/ consumables it requires to inform that to the Legal Meterology department.

2. It is true to suggest that, as per clause 5 of Ex.P.172, the period of contract for one year. The performance of the contract by the CTA between 28.09.2013 to 30.09.2014 was good. The percentage of the materialization was above 80% in the mentioned period. It is not true to suggest that, during this period there was no scope for any complaint by the KPCL against the CTA. There were complaints against the CTA of overloading, under-loading of rakes and short supply of coal. We communicated to the CTA, by writing letter and orally regarding overloading, under-loading of rakes and short supply of coal. I do not remember whether we have produced said written communication before this court. Those person who satisfy the terms and conditions pre qualifying requirement and who stands lowest in terms of price quotation, will be awarded the work/ contract. It is true to suggest that, KPCL is not under any obligation to award the contract to the bidder merely because he is lowest bidder. We allotted the contract to plaintiff because they quoted the lowest price.

Question: If as per clause 5, the contract is extendable by another 2 years subject to satisfactory performance of the agency during 1st and 2nd year, how did you extend the contract for 2 years ?

Answer: In respect of supply of the coal and materialization, performance of agency was satisfactory. So we have extended the contract for 2 years.

Question: What was the total quantity of coal plaintiff was suppose to transport As per Ex.P.172,?

Answer: 20.00lakh metric tonnes p.a. and quantity may varies to

any extent depending upon the KPCL's requirement.

Question: Has the plaintiff transported 20.00lakh metric tonnes p.a. quantity during 1st year contract ?

Answer: Above 80% of 20.00lakh metric tonnes p.a. has been transported by the plaintiff.

It is true to suggest that, the KPCL had no dispute with regard to quantity of coal that the CTA has transported during 1st year of contract. I do not remember whether the KPCL had written reply to Ex.P.32. Witness volunteers and states that, I need to verify the records. It is not true to suggest that, KPCL has not sent any reply to Ex.P.32. According to me Ex.P.69 is a reply given by KPCL to the Ex.P.32. It is true to suggest that, the materialization of coal transportation in the 1st year of CTA is 100%.

Question: If the materialization of coal transportation in the 1st year of CTA is 100%, why have you not paid the agreed charges to CTA ?

Answer: Payment to the CTA after verifying the bills submitted by the agency, is verified for short supplies, under-loading, overloading and idle freight payment to railways, after verifying all these things, payments will be made to the CTA. If penalties are more then the service bills naturally payments will not made.

Question: What was the materialization percentage for the year 2014-15 ?

Answer: It is above 85%.

It is not true to suggest that, the percentage of materialization for the year 2014-15 was 150%.

FURTHER CROSS EXAMINATION: DEFERRED AT THE REQUEST OF COUNSEL FOR PLAINTIFF.

(Typed to my dictation in open court.)

R.O.I & A.C.,

(SUMANGALA S. BASAVANNOUR)
LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.