Com.OS.402/2019
PW-1
SRI.CHANDRASHEKAR M.

WITNESS IS PRESENT AND DULY SWORN ON 17.11.2022 .

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

From 2014 I have been working with the plaintiff as filed officer. The defendant had called for tender on 09.11.2015. As a company the plaintiff had participated in the tender process. On 29.04.2016 the plaintiff and defendant have executed tender agreement bearing No.4/16-17, dt:29.04.2016.

The plaintiff has been rendering facility management and house keeping services to Silk Board, Jayadeva Hospital, Victoria Hospital, Vanivilas Hospital and Bowring hospital and such other institutions. At the time of entering agreement with the defendant the plaintiff was rending services to various hospitals. The contract was fixed for a term of one year commencing from 10.05.2016 till 09.05.2017. I do not know the exact number of personnel deployed by the plaintiff to render service to the defendants. The plaintiff had participated in the tender after considering the relevant provision of Labour Law. I have not furnished copies of invoices raised by the plaintiff regarding the payment of wages to the employees deployed for the services of defendants. Rs.6,865.37 was the minimum wages per person that prevailed through the period of contract. Rs.2,05,520/-

shown in table at para of the plaint is inclusive of wages of the labour service tax and materials and service charge. The plaintiff has paid the same amount throughout the period of contract at Rs.2,05,520/- per month.

The contract was extended from 10.05.2017 to 30.11.2017. The contract was extended as per mutual consent between the plaintiff and defendants. It is true that, even during the extended period of contract, the terms and conditions stipulated in the agreement dt:29.04.2016 were followed. The plaintiff has made the payment to the employees as per the table shown in para 4 of the plaint. The witness volunteers to depose that, after the advent of GST regime the plaintiff has paid GST to the government and raised invoices and submitted the same for reimbursement to the defendants. The defendants have not reimbursed the GST remitted by the plaintiff. The copies of GST invoices are not furnished before the court.

The plaintiff raised invoice dt:01.06.2017 for the month of May 2017 and invoice dated:30.06.2017 for the month of June 2017. The witness has admitted the copies of said invoices and the same are marked as Ex.D.1 and Ex.D.2 respectively. The plaintiff had made the payment at the rate of Rs.2,05,520/- to the employees even during the extended period of contract.

Com.OS.402/2019
PW-1
SRI.CHANDRASHEKAR M.

During the extended period of contract the plaintiff has submitted representation to the defendants for payment of revised wages. I am not aware whether the plaintiff has submitted the invoices for revised wages payable to the employees. The defendants have not issued any written communication agreeing to pay revised wages. It is not true to suggest that, the defendants have never agreed for payment of revised wages.

FOR FURTHER CROSS EXAMINATION OF PW.1 DEFERRED AT THE REQUEST OF SRI.M.F.A ADVOCATE FOR DEFENDANT.

(Typed to my dictation in the open court)

ROI and AC

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