

Small Cause Suit no. 08/2022,
Atul Maganlal Patel Vr. Gaurav
Chandwani,
(Exh.42 continued ...)

Cross-Examination of DW-1 by Adv. Shri. A.T. Parwani
for plaintiff on oath:-

7. Defendant Gaurav is my son. He is residing with me. Gaurav is running my business in the suit premises. I have more personal information regarding the present suit than Gaurav. Gaurav is not going to depose in the present suit. I am not going to examine any other witness. I can not say whether I am going to file any document in support of my evidence. My Advocate can say about that. I have leave license agreement since year 2013 regarding the tenanted suit premises. Apart from leave and license agreement I don't have any other document. I have leave and license agreement since year 2013 till 2020-21. All those agreements are for the period for 11 months. It is happened that after expiry of one agreement another agreement was executed for further period. I can not say that after the agreement for the period 01.04.2018 to 31.03.2019, another agreement was executed or not. On the basis of agreement I have prepared my written statement and the evidence affidavit. I can not assigned any reason for not mentioning when the last agreement was executed. It is not true to say that I want to hide that the last agreement was of year 2019 and therefore I have not mentioned about the same in my written statement and evidence affidavit. It is not true to say that the last agreement between me and plaintiff was till the date 31.03.2019. On next date I can say whether agreement between me and plaintiff has been executed after 31.03.2019 or not.

//05//

8. It is true to say that Exh.23 is the agreement executed between plaintiff and defendant. It is true to say that the license fee for agreement Exh.23 was Rs.1,00,000/- per year and was paid by me in advance by way of cheque. I have paid advance license fee in the year 2019 for the agreement for the period 2019-20 to the plaintiff. I have paid the license fee by cheque. I can say the details about the said cheque on next date. I have paid license fee to plaintiff in April 2020 for the period from 2020-2021. I have read Exh.23 carefully and after reading and understanding the contents Gaurav has signed said agreement in my presence. We don't have any dispute regarding Exh.23. It is true to say that every time I have paid the lease amount by way of cheque. It is not true to say that plaintiff has asked us to vacate the tenanted suit premises after 31.03.2020. It is not true to say that we have asked plaintiff to extend the period for one year and also shown ready-ness to pay the lease amount of Rs.1,60,000/-. It is not true to say that as I have agreed to pay the increase lease amount of Rs.1,60,000/- to plaintiff, he extended the period of agreement for only one year i.e. till 31.03.2021. It is not true to say that no written agreement was executed after 31.03.2019 between plaintiff and defendant and no oral agreement was there between plaintiff and defendant after 31.03.2021. It is not true to say that I am deposing false that I have paid Rs.2,00,000/- in advance to plaintiff and therefore, plaintiff has offered 20% discount to us.

9. Plaintiff has issued notice (Exh24) to defendant. I have read said notice. It is not true to say that as per said notice after expiry of oral extension of agreement between plaintiff and defendant, plaintiff has decided to terminate our tenancy. After receipt of notice (Exh.24), defendant replied said notice at Exh.30. I have read the notice reply (Exh.30) and plaintiff has signed

// 06 //

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said reply in my presence. It is true to say that there is no mention in notice Exh.24 that as per plaintiff, defendant is entitled to use tenanted suit premises after 31.03.2021 or as per defendant, he is entitled to use the tenanted suit premises after 31.03.2022. I have no document to show that defendant has paid lease amount of Rs.1,60,000/- for two years. I have no document to show that plaintiff has given 20% discount to defendant in respect of lease amount. It is not true to say that Rs.1,60,000/- is lease amount for one year and therefore I have no document to show that I have paid lease amount of Rs.1,60,000/- for two years.

(On oral request by learned counsel for defendant no.1 cross-examination is deferred till next date).

R.O.A.C.,
Before me,

Sd/-
(S.S. Jambhale)
7th Jt. Civil Judge (Sr. Dn.),
Akola.

Date :19.12.2024.
Akola.

AFFIRMATION

I affirm that the contents of this P. D.F. are in verbatim as per original order.

1	Name of I/c. Steno	:	V.M.Nawle
2	Court Name	:	7 th Jt .Civil Judge Sr.Dn., Akola
3	Date	:	19/ 12 /2024.
4	Signed by P. O. on	:	19/ 12 /2024.
5	Uploaded on	:	19/ 12 /2024.