

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:-

10. I have verified the documents and record in respect of payment of rent which are in my possession. Corporation has demolished the suit shop in the year 2015. It is true to say that the Hon'ble High Court granted permission for reconstruction of the suit shop to the plaintiff in the year 2016. It is not true to say that plaintiff has made repair work in the suit shop and then handed over possession to me. Witness voluntarily deposed that we did repairing work. The repairing work continued for three to four months. It is true to say that from January 2017 we started using the suit shop on regular basis. We have paid rent for the period when the suit shop under repairing work.

Que. In the year 2015-2016 and 2016-17 how much rent you have paid and on which dates ?

Ans. I can say after verifying bank statements.

I can file the bank statements showing all entries in respect of payment of rent for the said period. After started using the suit shop regularly from January 2017 I have paid rent Rs.1,00,000/- for the year.

11. It is not true to say that I have paid rent Rs.36,000/- by way of cheque on 28/02/2018 for the period 01/08/2017 to

31/07/2018. It is not true to say that I have not paid rent for the period 01/08/2015 to 31/07/2017. It is true to say that on 05/05/2018 I have paid Rs.1,00,000/- towards rent for the period 01/04/2018 to 31/03/2019. It is true to say that on 30/04/2019 I have paid Rs.1,00,000/- towards rent for the period 01/04/2019 to 31/03/2020. After 01/04/2020 my shop was closed for almost four months due to Corona Pandemic. Thereafter, I have regularly started my shop.

12. The suit is located on Gandhi Road which is main market of Akola. It is most expensive commercial property area. There are in total four shops in my possession and in those four shops two shops are on the ground floor and two shops are on the first floor. It is true to say that there are two shops of Sachin Zope adjacent to the shop of plaintiff. The structure of shop of Sachin Zope is similar to the structure of four shops which are in my possession. The shop of Sachin Zope and shop in my possession are in one building. The shop of Sachin Zope was neither in my possession nor in the possession of Gaurav Chandwani. I don't know in whose possession the shop of Sachin Zope was. Sachin Zope is having cloth shop. It is not true to say that we have obtained the shop of Sachin Zope on rent. I don't know the shop of Sachin Zope is obtained by my wife on rent. My wife is staying with me.

Que. Whether your wife was running any shop as proprietor ?

Ans. I have to ask to my wife.

Que. Your wife have obtained the shop of Sachin Zope on rent ?

Ans. May be.

I don't know that I stood as a witness on the agreement between

my wife and Sachin Zope. It is not true to say that I have obtained shops of Sachin Zope and shops of plaintiff at a time in the name of my wife and son and my family is running business of cloth in all those shops. I don't know that my wife has vacated two shops on the say of Sachin Zope. It is not true to say that my wife has vacated those two shops after obtaining huge amount from Sachin Zope on my say. It is not true to say that we have also demanded huge amount from plaintiff, but he refused to fulfill our demand and therefore we did not vacate the suit shop.

13. It is true to say that as per agreement Exh.23 it was up to the plaintiff to extend the period of agreement or not to extend the period of agreement. It is true to say that as per agreement Exh.23 after expiry of period of agreement if I failed to vacate the suit shop, I would be liable to pay Rs.2,000/- per day to the plaintiff. It is not true to say that since 01/04/2021 I have failed to pay the rent to the plaintiff. It is not true to say that since 01/04/2021 my possession on suit shop become illegal and as trespasser. It is not true to say that I have taken falsely and filed false evidence affidavit. It is not true to say that the rent for the period 01/04/2020 to 31/03/2021 was mutually agreed as Rs.1,60,000/-.

Cross-examination is over.

No re-examination.

R.O.A.C.,

Before me,

Date :02.01.2025.

Akola.

(S.S. Jambhale)
7th Jt. Civil Judge (Sr. Dn.),

Akola.

