

OS 132/2017

Pw-3

Witness recalled oath administered on 19.12.2023

cross examination by Sri. MVS for Defendant no.1,2 and 3 :

I have got to license as deed writer in the year 2009, but I have assisted my father since my childhood in writing deeds. I dont have personal knowledge about the suit schedule property.

The defendants no.1 to 3 had given instructions to me for preparing the agreement of sale. They gave me instructions in the morning and I prepared the deed by afternoon. Apart from defendant No. 1 to 3 the plaintiff had also come to me on that day. I have verified the documents before drafting the deed. Normally I verify the RTC's, encumbrance certificates at the time of preparing the deeds. On the said day defendants No. 1 to 3 did not bring encumbrance certificate so I only verified RTC's. The defendants had instructed me that they were having financial emergency and wanted to sell the property. I personally verify the documents before drafting the deed in the usual course and on the said day I verified the documents EC before drafting the sale agreement. I verified the EC at sub registrar office. When I verified the EC the property was not encumbered.

It is true to suggest that earlier despite shortage of money or despite documents being farce the documents were being registered at the sub registrars office. The witness quickly adds that he has not done such registrations. At the time of drafting the agreements we normally relax the conditions but while drafting the sale deeds we normally verify all the documents before drafting. It is true to suggest that normally when documents are not sufficient the parties enter in to agreements. The witness is confronted whether the registration can we completed with only RTC to

which the witness says yes it can be registered. It is true to suggest that with the available documents the registration of sale deed would have proceeded, the witness volunteers that there was shortage of money. I have not drafted a clause in the agreement with respect to shortage of money. I have not enquired the amount of the family members of the plaintiffs and defendants. The parties to the agreement gave me the instructions to draft the condition with respect to execution of the agreement within 24 months from the date of execution of the agreement failing which the agreement would stand cancelled.

It is true to suggest that generally somebody giving loans would also draft similar agreements. It is false to suggest that I have drafted false agreement on the instructions of plaintiff. It is false to suggest that I have created false agreement in collusion with plaintiff and attestors.

ROI and AC

**Addl. Sr. Civil Judge & JMFC.,
Magadi. 19.12.2023**