

**Witness duly sworn on 07.02.2025.**

**Further cross examination by Preetam J Masurkar  
managing Director of plaintiff firm:-**

4. The subject matter work required providing special micro concrete. It is true to suggest that the subject matter work of the contract was a specialized construction work. In my service period earlier to this work I had not executed similar specialized construction work. It is true to suggest that there is a clause in the contract that If the contractor clauses delay in executing the work he shall be liable to pay liquidated damages as per clause 36. It is true to suggest that as per Ex,D-9 extension of time was given to the contractor from 15.07.2013 to 25.07.2015 that is 741 days. If Epoxy is injected inside the Facia wall, afterwards epoxy will not be visible and cannot be measured. It is true to suggest that our department will take the measurement of the work done on daily basis and prepare bill. Depending on the quantum of work and estimated cost the work execution time is determined in the contract. There was no question of paying compensation in terms of contract because the payment was to be made as per the quantum of work executed. If it is suggested that as per clause 34.2 the contractor was entitled to payment of increase in contract price, I say such contingency did not arise. It is true to suggest that in this case the contract given to the plaintiff was not terminated by us. It is true to suggest that there is no breach of contract on the part of the plaintiff in this case. If it is suggested

that the concrete work done in the sea should not be disturbed for 3 to 4 hours, it is not so. For the initial 30 minutes the same should not be disturbed and afterwards there will be 10 hours of setting time for the concrete work. It is not correct to suggest that from the subject work spot the fishing harbor was at 400 to 500 feet distance. It was at about 200 mtr distance. It is incorrect to suggest that the waves caused by fishing boats in the nearby area will disturb and damage the concrete work done. It is true to suggest that to take up the contract work it was necessary to remove the tyre fenders and reinstall the tyre fenders afterwards. The said removal and re-installation of fenders did not require using cranes. It could be done manually or by using rope. During rainy season the type of subject contract work cannot be executed. It is true to suggest that the subject work could not have been executed without removing oysters but the said cost is included in contract amount awarded.

5. It is incorrect to suggest that the plaintiff has executed actual work costing Rs.32,56,003/-. It is correct to suggest that our department has paid Rs.18,79,794/- only to the plaintiff towards the work executed under the contract. It is false to suggest that the plaintiff has incurred additional expenses to the tune of Rs.29,20,689/- due to delay in handing over work site. It is incorrect to suggest that as per terms of contract the plaintiff is entitled to compensation and escalation. It is

incorrect to suggested that the plaintiff has incurred expenses to tune of Rs.6,40,000/- towards executing items of works not provided in the contract. It is incorrect suggest that the plaintiff has to be compensated in Rs.4,85,124/- towards contract price variation/ loss of profit. It is incorrect suggest that a total of Rs.47,74,989/- was due to the plaintiff from us as on date of closing of the contract in addition to GST taxes and interest. It is true to suggest that because I was personally not there at the time of execution of the subject work by the plaintiff, as I am notaware of the hindrance at the work site , I am unable to depose true facts. It is incorrect to suggest that I am deposing before the court on the basis of my imagination.

Re examination: Nil.

(Typed to my dictation in the open court)

R.O.I. & A.C.

Pri.District & Sessions Judge,  
Uttara Kannada, Karwar.