

Duly sworn on 25.07.2024

Further cross examination by plaintiff in person:-

4. It is false to suggest that the agreement dated 22.02.2016 the agreement was executed between us in two sets, one for the plaintiff and another for defendant. It is true to suggest that the payments made by my company to the plaintiff are reflected in the passbook of my company. I do not remember if I have produced the said bank statement in this case. If it is suggested that I have not produced the said bank statement, I say I do not remember. I have not issued notice to the plaintiff regarding the plaintiff abandoning the work at the worksite because it was not required.

Question: Have you ever canceled or terminated Ex.P-1 agreement ?

Answer: I was going as per Ex.D-1 agreement.

Question: Ex.D-1 was for project consultation work and not for execution of construction of factory and godown. What do you say ?

Answer: Agreement was entered into by Damodhar Timber Depot and I was representing the said document. The opposite party was plaintiff "Concan" and I came to know of two different agreements only after receiving notice from plaintiff.

Question: After substantial completion of project have you ever informed the plaintiff in writing about engaging another contractor for some of the works covered under Ex.P-1 ?

Answer: As per Ex.D-1 it was not necessary to inform the plaintiff.

Question: Have you produced any contract document pertaining to engaging another contractor to do part of the works covered under Ex.P-1 ?

Answer: We have not Executed any contract in favour of other contractors but we have furnished the names of other contractors engaged by us in our witness list.

Question: Have you produced any documents regarding payment made to the material suppliers and also labourers and labour suppliers as certified by the plaintiff company ?

Answer: Not required.

Question: For Well repair work done at suit worksite you have used Cement steel Etc. of the plaintiff company. What do you say ?

Answer: No.

Question: You are legally liable to pay Rs.35,77,560/- towards the construction of godown building and Rs.19,79,759/- towards the construction of the factory building along with required taxes. What do you say ?

Answer: No.

Question: You are legally liable to pay Rs.3,32,000/- towards concrete mixer hire charges to the plaintiff company. What do you say ?

Answer: No.

Question: You are legally liable to pay total amount of Rs.58,89,319/- plus taxes and also interest on the total receivable amount from the date it was due to the plaintiff. What do you say ?

Answer: No.

Question: You are hiding the truth and falsely deposing before the court. What do you say ?

Answer: No. I have said truth.

Re examination: Nil.

(Typed to my dictation in the open court)

R.O.I. & A.C.

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