

Witness duly sworn on:31-05-2018.

Further Cross Examination : by Sri DS, counsel for Def.,:

After the expiry of the period prescribed for execution of the sale deed in Ex.P1, I have contacted 2nd Def., in the month of April 2013. In response to my request, the 2nd def., assured that, still time is left and he will execute the sale deed. I have also enquired with the 1st def., for that, he has asked me to contact 2nd def., I have requested on several occasions, but the defs., assured to execute the sale deed.

I have borrowed a sum of Rs.2/- lakhs from my owner and paid to the defs., as earnest money. Name of owner is Prakash L. Jain. In the year 2013 and 2014, I am able to accumulate a sum of Rs.9-10 lakhs. The said amounts were saved out of my salary. The said amounts were lying with Prakash L. Jain. The said amounts were shown in the income tax returns submitted for the assessment year 2016-17. I was getting monthly salary of Rs.30,000/- in the year 2013-14. During that period, I did not submit income tax returns. From the date of suit agreement of sale and from date of filing of the suit, I have not received salary and I was getting only a sum for Rs.10-15 thousand for my personal expenses. All these records have been maintained by my owner.

Now myself and my owner are the partners. My owner used to submit income tax returns promptly every year. He used to submit proper accounts. Whenever I requested the defs., to execute the sale deed, they never denied to perform their part of the contract.

To adjust remaining sale consideration amount, intended to borrow money from my sister Geetha. Geetha possessing amounts received from her husband as a retirement benefit. Only based on the assurance given by Geetha to pay the sale consideration amount, I entered into contract with the defs., The husband of my sister Geetha retired in the year 2014. He was Government High School teacher. My sister purchased house out of the retirement benefit received by her husband. House was purchased two years ago. Apart from the sources mentioned above, my wife is also having amount in her bank account. My wife is having about Rs.10/- lakh in her bank savings account. Besides sources mentioned above I have no other source of income to adjust the sale consideration amount. It is not true to suggest that, I have no capacity to purchase the suit schedule property and I was/will not ready and willing to perform my part of contract. It is not true to suggest that, the defs., never postponed the execution of the sale deed and never sought time. It is not true to

suggest that, I have manipulated and altered clause no.3 and 5 and inserted '16' in place of figure '12'. Before the presence of witnesses, the said figures as stated above are altered. It is not true to suggest that, the defs., never agreed for 16 months period as stated by me. It is further not true to suggest that, the defs., have agreed to execute the sale deed within 12 months. At the time of agreement of sale, I sought time for a period of 1½ year. I have sought time of 1½ year only to accumulate the amounts. My brother-in-law assured to give 9-10 lakhs after he receives retirement benefits. I do not know what was the retirement benefits received by my brother-in-law.

Further examination : Nil.

Dictated in open Court to Typist, transcribed by her on this day of 31st May, 2018.

R.O.I & A. C.

Prl. Sr. Civil Judge & CJM.,
Udupi.