OS No. 53/2016

PW-02

Witness duly sworn on 24-07-2018.

Name of the witness	:	Ashok Shetty,
Father's Name	:	Mahabala Shetty,
Age	:	55 yrs.,
Occupation	:	Agriculturist,
Address	:	Perampalli, Udupi.

Examination-in-chief by: Sri GHM, Adv., for Plf.,:

I am acquainted with the plf., of this case. Likewise, I am also acquainted with the defs., of this case. In the year 2012 the plf., and defs., have entered into an agreement. Witness identified Ex.P1. Witness identified his signature, marked as Ex.P1(c). Sy.no.44/3, measuring 45 cents was agreed to be sol in favor of plf., by the defs., Plf., has agreed to purchased the suit property for consideration of Rs.18/- lakh. At the time of agreement of sale, advance amount of Rs.2/- lakh paid to the defs., It was greed between the parties that remaining balance consideration amount shall be paid within 16 months. Ex.P1 was executed nearby Nagabana, situated at Brindavan Hotel. Myself and my brother Prathap Shetty had come to witness the doct., Plf., and 2nd Def., had requested me to witness the doct., 2nd Def., prepared the contents of Ex.P1. The 2nd def., read over the contents of Ex.P1. Plf., requested 1½ year time to arrange the sale consideration amount. Initially, it

was agreed for a period of 12 months, but plf., requested 16 months time, therefore 12 months corrected as 16 months. In Ex.P1, sy.no. also corrected as "44/3" instead of "44". plf., requested the defs., to put their initials in the corrected portion, but the defs., have assured that since the agreement is entered between themselves, there is no any worry for the plf., Plf., has paid a sum for Rs.2/- lakh by way of cash. After obtaining our signatures xerox copy was taken, original was retained by the plf., and xerox copy of agreement of sale handed over to the defs., Witness identified the signatures of the defs., which is already marked as Ex.P1(a) and P1(b).

Cross examination: by Sri DS, for Defs.,

Before signing Ex.P1, it was completely drafted and typed. The contents like clause no.3 and 5 in Ex.P1, and sy.nos., had been already typed and prepared in computer. In my presence only the 2nd def., made corrections in Ex.P1. Initially sy.no., was typed as "44", then it was corrected as "44/3". The 2nd def., was possessing one pen contains several colored ink refills. I have not seen the 2nd def., making correction of "16" and "3". The other witness also had seen whatever I had seen at the time of making corrections. Before typing Ex.P1, the parties were aware of which sy.no., to be sold in favor of the plf., The 2nd def., corrected sub division, "3" since it was typed wrongly earlier. Initially it was already typed as "44".

The 2nd witness is my brother and plf., belongs to my family.

The 2nd def., did not ask the plf., to put his initials in three corrected portions of Ex.P1. Plf., told the defs., that instead of making correction we will write another agreement of sale, but the defs., said that, since the agreement of sale entered into between themselves, there is no need to write another agreement of sale. I have not seen in which colored pen the corrections were made. I cannot say whether blue ball pen was used to make the corrections. It is not true to suggest that, the corrections "16" and "3" found in Ex.P1 has been made by the plf., without the knowledge of the defs., It is not true to suggest that, the defs., have agreed to sell the property within 12 months and not 16 months as stated in Ex.P1. It is not true to suggest that, both the parties have agreed for 12 months only and the defs., never discussed abut the extension of time for 16 months. It is not true to suggest that, the plf., never sought for time of 1½ years to pay the balance sale consideration amount. It is not true to suggest that, since plf., is my distinct relative, therefore I am deposing falsely to help the plf.,

Re-examination : Nil.

Dictated in open Court to Typist transcribed by her on this day of 24th July, 2018.

R.O. I. A. C.,

Prl. Sr. Civil Judge, Udupi.