

Witness duly sworn on 05-10-2018

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

I do swear the contents of my affidavit are true and correct.

Cross examination : by Sri DS, Adv., for Def.,:

I have signed the examination in chief affidavit in the Court premises. Adv., for plf., read over the contents of the affidavit. Adv., for plf., read over the contents and none had read over the contents to me. I started Mayura medicals in the year 1986. Plf., became the partner of Mayura medicals in the month of April 2018. Since 2007, the plf., is working with me in Mayura medicals. I do not know against whom the plf., filed the suit. I do not know about the particulars of the suit property such as survey number, extent and location etc., I do not know who is in possession of the suit property is.

Nobody had conveyed me about the situation extent and ownership of the suit property. In the year 2012, plf., sought for financial assistance of Rs.2/- lakh from me to purchase the suit property. Initially plf., sought for Rs.2/- lakhs and further requested to arrange a sum for Rs.16/- lakhs within 6 months. The plf., requested to arrange further sum of Rs.16/- lakh, the same is required to be paid to the owners within 6 months. I do not know

the date of the agreement of sale. Nobody conveyed me about the date of the agreement of sale.

I am an income tax assese. I have not disclosed a sum for Rs.2/- lakh which is paid to the plf., in income tax returns. Witness volunteers that, the salary suppose to be paid to the plf., was kept with me and the same was paid to the plf., The salary of the plf., from 2007 was Rs.25,000/- per month. Plf., started working with me from 2007 onwards. Every month plf., used to take a sum of rs.2-3 thousand for his personal expenses. Rest of the amount retained by me. In this regard I maintained book of account. In respect of all other staff I pay monthly salary regularly. Witness volunteers that, since plf., had requested me to pay only partly sum therefore I was paying the same. In income tax returns I have not disclosed that, monthly salary of the plf., was retained by me at the request of the plf., In the account book maintained by me pertaining to the plf., since 2007, there is a entry regarding the amount which the plf., is entitled for. Every year I maintain book of account. Now there is only one book of accounts and rest of the books have been given to the auditor. In the Profit and Loss Balance Sheet, there is a mention with regard to the amount of the plf., retained by me. In every year balance sheet, there is an entry with regard to the amount of the plf., retained by me.

In the month of March 2015, approximately there may be about Rs.13/- lakh amount pertaining to the plf., was with me. According to Labor Law, we cannot retain the salary of the employee. Witness volunteers that, only at the request of the plf., he retained the amount. It is not true to suggest that, I have not retained any salary amount of the plf., with me.

I do not know what was the occupation of the plf., prior to 2007. Till today the plf., never taken amount exceeding Rs.10,000/-. I am not giving any interest for the amount retained by me. Apart from the ledger book of account and balance sheet, i have no other records to show that I retained the amount of the plf., I can produce those records. Now also the plf., is partner. Now I am running partnership business in the address stated in the examination chief affidavit. We have partnership deed. All the salary of the plf., retained by me form time to time is invested by the plf., as his share in the capital investment. Approximately a sum of Rs.15/- lakh might have been invested by the plf., sharing of loss and profit is at the ratio of 50:50. The value of the shop in which we are running the business is valued more than 1½ crores and that is my capital investment. At the time of partnership I had about medicines worth Rs.25/- lakh the same was invested in the

partnership. It is not true to suggest that, the plf., is not the partner and there exist no partnership firm between myself and plf.,

I have not seen the agreement of sale. The plf., conveyed me regarding the suit agreement of sale. I have no personal knowledge whether plf., paid the earnest money of Rs.2/- lakh to the def., The plf., told me that, balance sale consideration amount has to be paid within 6 months from the date of agreement. I have no personal knowledge about this. In the year 2012, about 10-12 lakhs of the plf., may be with me. I do not know what was happened to the suit agreement of sale afterwards. I do not know whether the defs., sold the property to the plf., With regard to averments made in the affidavit at para no.4 to 6 page no.2, the same was narrated to me by the plf., It is not true to suggest that, since plf., is my friend therefore I am deposing falsely. Whatever is written in the affidavit I thought it was correct. The plf., read over the contents of affidavit to me and I have not written the contents. At the instance of plf., my examination in chief affidavit was drafted. I do not know who has given instruction to draft the affidavit.

Re-Cross examination : Nil

Dictated in open Court to Typist transcribed by her on this day of 5th October, 2018.

R.O. I. A. C.,

Prl. Sr. Civil Judge, Udupi.