

Witness duly sworn on: 04-12-2018.

**Further chief :** by Sri DS, Adv., for Def., with permission:

Due to typing mistake in para no.1 of the examination in chief affidavit it is wrongly mentioned as 1<sup>st</sup> plf., instead of it should be read as 1<sup>st</sup> def.,

**Cross Examination :** by Sri GHM, counsel for Plf.,:

The suit schedule properties are standing in the name of myself and 1<sup>st</sup> def., The Suit Schedule properties have been acquired by us from our ancestors. The same was acquired by virtue of partition. Name of my father is Guruva Poojary. It is not true to suggest that, the suit schedule properties was sold in lieu of loan raised by my father with one Staney Carnelio. Witness volunteers that, some other property of his father measuring 50 cents given as security by my deceased father for the loan of others, but subsequently the property was recovered by virtue of the Order of the Court. We have paid amount to Staney Carnelio.

Plf., is my neighbor. The plf., had seen the suit schedule property and he is familiar with the property. At present the plf., is residing in Mumbai. I do not know whether plf., is running Mayura medical business in Mumbai. Prior to the agreement of sale, we the defs., and plf., discussed about the selling of the property. We have entered into an agreement as per Ex.P1.

Witness identified signature of himself as well as 1<sup>st</sup> def., found in Ex.P1. I do not know Prathap Shetty and Ashok Shetty. We the defs., have received earnest money of Rs.2/- lakh. We have read over the conditions of Ex.P1 and then only signed the doct., Witness volunteers that, they have agreed to execute the Sale Deed within 12 months. I am capable of reading and writing Kannada language.

Ex.P1 was prepared by the plf., After our signature the original copy retained by the plf., and copy of Ex.P1 was handed over to us. Now I do not possess the copy of Ex.P1. It is not true to suggest that, even tough I am in possession of copy of Ex.P1, but deliberately and falsely saying that the said copy is lost.

I am not acquainted with Raviprakash Shetty and only through telephone conversation, I am acquainted with him. I have received legal notice issued by plf., as per Ex.P3. I have read over the contents of Ex.P3 and understood the same. I have contacted Raviprakash Shetty through telephone and instructed him to give reply to Ex.P3. I am aware of the complaint filed by the plf., against me for having received Rs.2/- lakh, but not executing Sale deed. Police have called me to the police station. It is not true to suggest that, in the police station I have admitted the agreement of sale and further agreed to execute the sale deed, and in this regard I have given a statement before the police.

Prior to receipt of Ex.P3 plf., used to come to me frequently and we are good friends. It is not true to suggest that, whenever the plf., used to meet me he was expressing his willingness to pay balance sale consideration amount of R.16/- lakh, but inspite of it we are evading the execution of the sale deed.

**Further Cross examination** : deferred.

Dictated in open Court to Typist, transcribed by her on this day of 4<sup>th</sup> December, 2018.

R.O.I & A. C.

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