

C. W. No.1 MD. Jamil on oath :-

C.C. No.672/SS/2016
Exh.94/24

Further Cross-examination by Advocate Mr. Jayesh Kanani for the accused:

46 Now, I am shown the demand notice Exh.110. Our then representative Gyanprakash Sinha and Director Ajay Bharatiya gave instruction for preparation of notice Exh. 110. I don't recollect whether I was not present personally at the relevant time. I do not recollect whether I inquired with Shri Sinha and Director Bharatiya as to what documents were supplied by them for preparation of notice Exh.110 to Advocate Shri Santosh Thakur.

47 I have gone through the bank statements of the Western India Garment in order to state the contents of para nos. 16 to 18 in my evidence affidavit. I have verified the bank account statement of the Western India Garment for confirmation of the truthfulness of the contents of the notice which is referred to in para nos.16 to 18 in my evidence affidavit. I suppose that the demand notice Exh.110 is the one which has been referred to in para nos.16 to 18 in my evidence affidavit. The witness volunteers that I don't recollect whether it refers to any other notice. I do not recollect much but I suppose that the bank statements of Dena Bank and Bank of Maharashtra were examined by me for verification of the contents of Exh.110. I do not recollect whether the Western India Garment had its account in any other bank except Dena Bank and Bank of Maharashtra in 2011. It is not true to say that the Western India Garment had never paid any amount to the accused, from its bank accounts of Dena Bank or Bank of Maharashtra

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in 2011. I have not found the entry of payment of Rs.3 crores as referred to in para no.1 of the demand notice Exh.110 in the bank account statements of the Western Indian Garments of Dena Bank and Bank of Maharashtra in 2011. The witness volunteers that said entry was revealed in December 2010. It is true to say that the Western India Garment has not paid any amount to the accused under the agreement dated 26.09.2011. The witness volunteers that the loan was given in December 2010 and it was renewed time to time. It is not true to say that the contents to the effect that, "Rs. 3 crores (three crores only) which was advanced by my client upon the execution of loan agreement dated 26.09.2011....." in the demand notice para no.1 at Exh.110 is false statement.

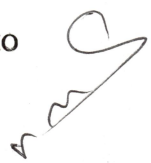
Question Is it correct that despite not making payment in 2011 said statement has been made in the notice Exh.110 that Rs.3 crores was paid on 26.09.2011?

Answer It is correct that said amount was not paid in 2011.

I do not recollect whether I made inquiry with Mr. Sinha and Mr. Bharatiya as to why reference of 2010 with regard to advancement of the amount, was not taken in the notice Exh.110.

48 I do not recollect whether the Western India Garment has not made any payment to the accused since 2011 till today.

49 It is not true to say that the cheques Exhs.104, 105, 106 have not been issued against repayment of the loan which is referred to



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in para no.1 of demand notice Exh.110.

50 The Western India Garment has not opened new ledger account of the accused w.e.f. 2011. The witness volunteers that however it has been continued w.e.f. 2010.

51 It is true to say that the notice Exh.110 does not disclose reference of any events of the year 2010.

Question Can you assign any reasons as to why the notice Exh.110 does not disclose reference of any events of the year 2010?

Answer I don't recollect.

52 I do not recollect whether I had discussion with Mr. Sinha, Mr. Bharatiya with regard to this complaint.

53 There is no reference of the claim of advancement of Rs.3 crores on the basis of agreement dated 26.09.2011, in the complaint. It is not true to say that I have never discussed with any one as to why such reference is missing in the complaint. I do not recollect as to with whom I had inquired about the same. It is not true to say that with whoever I had inquired, did not intimate me that Rs.3 crores was not advanced on the basis of agreement dated 26.09.2011. I again say that I don't recollect. It is true to say that I do not recollect today as to what information was given by the officers to me upon my inquiry.



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54 I do not recollect whether the agreement dated 26.09.2011 was available in records of the Western India Garment between 2013-2023. Mr. Gyanprakash Sinha was the custodian with whom said agreement remained between 2011-2023. It is not true to say that I never demanded for said agreement from Gyanprakash Sinha during said 2013-2023. I do not recollect whether I tendered or showed said agreement to my advocate for preparation of my evidence affidavit.

(the witness states that he has brought certain documents which were called upon by other side and pursuant to his earlier answers that he will check and answer. Learned advocate representing the accused has submitted that no such documents have been called upon. Perused previous cross-examination para no.44. The witness and the complainant are at liberty to do the needful as per law and other side is at liberty to file their response, if any).

Learned advocate representing the accused submits that he would require further time for cross-examination. Hence, as per their request and consent of the witness and the learned advocate for the complainant further cross-examination is deferred in the interest of justice.

R.O.A.C.



(V.B. Gulve-Patil)

Date : 20.01.2025

Judicial Magistrate First Class
20th Court, Mazgaon, Mumbai.