

1. Whatever stated by me in my evidence affidavit is true and correct and in token thereof I have signed the affidavit.

(M. P. Saraf)

Date : 07.01.2026

Judicial Magistrate(First Class),
58th Court, Bandra, Mumbai.

Cross examination of CW-01- Ajinkya Ashok Gange by advocate Datarm Dindikar for the accused :

2. As on date my age is 33 years. I am studied BMM and LL.B. I am running business of selling footwear. Said business is run by my father. I am looking after the business since year 2014-2015. My shop is located at Bandra(W). We are staying at Bandra. I have no friends or relatives staying in the vicinity of Badlapur or Ambarnath. My statement made in complaint that I know the accused No.2 is not wrong. I am acquainted with accused No.2 through my local friend at Bandra named Omkar Thorat who is staying at Bandar. Nitin Tyade who was sleeping partner of accused No.2 introduced me with the accused No.2. My friends introduced accused No.2 with me for the reason of purchasing flat. It is true to say that at that juncture I was willing to purchase flat. It was with a purpose of investment. It is true to say that except said reason I had no occasion earlier to visit Ambarnath or Badlapur. I had seen flat situated in Mahatma Jyotiba Phule Co-operative Society at Badlapur. I liked said flat. I purchased two flats for Rs.57,30,000/-. Sale Deed is executed for both flats on 14.06.2017. It is true to say that Mr. Nitin Tayade has not signed or executed Sale Deed of above flats either as a seller or consent terms. Since the day of executing Agreement and receiving money from me both Nitin Tayade and Santosh Patel accused No.2 stopped receiving my phone calls. I met accused No.2 after 5 to 6 days of executing Sale

Deed. I asked for possession of the flats immediately after executing Agreements. Accused was to get the flats clean with some minor repair work. When I purchased flats construction of the building was completed and already some members have occupied other flats. Accused did not give me possession nor repaired the flats. It is true to say that I have made averment in my complaint that since builder failed to give possession in the month of June 2017 I asked him to cancel the Agreement. It is true to say that therefore, accused obtained my signature on blank paper with promise to endorse Cancellation Deed on said blank paper and issued cheque to me. It is true to say that I have annexed photo copy of possession letter dated 28.08.2017 with my complaint. Said letter was sent to me by Registered Post. I obtained possession by breaking locks on failure of handing over keys by the accused. I have not informed the police by report before taking possession breaking locks and as accused was not issuing me keys of the locks. It is true to say that I have not stated in my complaint that possession letter was sent to me by post and I obtained possession by breaking lock. As on date I am not in possession of both flats. Bank has seized the flat for default of loan in the year 2023.

3. Now I am shown Agreement for Sale dated 21.12.2022. My name is shown as a vendor and Mr.Sujit Jaiswal is purchaser of said flats in said Agreement for Sale. Certified copies of two separate Agreement for Sale are marked Exh.27 and 28 respectively. It is true to say that I have sold both flats in the year 2022. I have given Rs.50,000/- as an advance to the accused No.2 before purchasing said two flats. Loan of Rs.44,60,000/- was approved against both flats for me. first installment of said loan was to commence from the month of August 2017.

4. It is not true to say that I am deposing false that I demanded cancellation of Agreement to the accused. It is not true to say that I am deposing false that accused obtained my signatures on blank paper under pretext of endorsing cancellation Deed. It is not true to say that I am deposing false that accused issued me cheque Exh.15 worth Rs.22,50,000/- for refund of amount. It is not true to say that accused has not issued any cheque. It is not true to say that accused is not liable to pay me a single pie. I am not aware that I have not sent statutory demand notice within prescribed period of limitation to the accused.

5. It is not true to say that accused has given cheque Exh.15 in blank signed form to Mr. Nitin Tayade against commission charges. I am not aware that Nitin Tayade was paid commission in cash and as such accused instructed his banker to make stop payment. It is not true to say that I have misused blank signed cheque of accused produced at Exh.15 in collusion with Nitin Tayade. It is not true to say that I am deposing false on oath. It is not true to say that averments made in my complaint and affidavit in lieu of examination in chief are false. It is not true to say that accused was not served with statutory demand notice.

Cross examination is over.

No Re-examination.

R.O.A.C.

(M. P. Saraf)

Date : 07.01.2026

Judicial Magistrate(First Class),
58th Court, Bandra, Mumbai.
J.O.Code :MH01362

CERTIFICATE

I affirm that the contents of this P.D.F file evidence are same, word to word as per the original evidence.

Name of Stenographer	: Mrs. Aditi Ravikiran Dalvi
Court	: Judicial Magistrate(First Class), 58 th Court, Bandra, Mumbai.
Dictated in open court on	: 07.01.2026
Transcribed and Typed on	: 07.01.2026
Order printed and Signed on	: 07.01.2026
Order Uploaded on	: 07.01.2026