

Spl.C.S. No. 72/2023
Pundlik Vs. Moreshwar
Exh.No. 75

Evidence of plaintiff witness no.2 on oath :

My name is Pawan s/o Shashikant Lakhani

Age – 45 yrs. Occ. - Business

R/o. Saoner, Dist. Nagpur.

Chief examination by Adv. Y.D. Shukla for Plaintiff :

1. Since my birth I am residing at village Saoner. I know the plaintiff and defendant. On 03/03/2015 the agreement of the land was confirm in the office of Adv. Baretiya. The agreement to sale of a field of village Kodegaon, which is situated on village Borujwada to village Kodegaon road was scribed. The land was of Moreshwar Thakre. The agreement to sale was prepared by Adv. Baretiya and read over the party. The consideration amount of Rs. 18,25,000/- was fixed. Out of that earnest amount of Rs. 4,25,000/- was given to Moreshwar Thakre. The execution of the sale deed is to perform on 31/01/2016. The balance consideration is to be given on the day of execution of sale deed. Defendant was agreed to provide all the necessary documents prior to execution of sale deed. It was also agreed that no objection certificate from the State Bank of India should be furnished before the execution of sale.

2. On 24/05/2015 My self and Mr. Kumbhare was called by plaintiff at his house. Therefore we had been to the house of plaintiff, on that day on the request of defendant he had paid Rs. 2,00,000/- to Moreshwar in presence of us. To that effect Moreshwar has make an endorsement of the receiving the amount and myself and Mr. Kumbhare sign as a witness. On 07/07/2015 again plaintiff had given Rs.

1,00,000/- to the defendant in presence of me and Mr. Kumbhare. Accordingly endorsement of receiving the amount was marked over the agreement to sale. On 03/03/2015 defendant had sign the agreement to sale thereafter plaintiff and then Dr. Kumbhare and myself sign the agreement to sale. The agreement to sale was executed on Rs. 100/- Stamp paper. Thereafter Adv. Baretiya notarized the document. Now agreement to sale shown to me, it is the same, it bears my signatures, contents are true. It is already marked at Exhibit 33.

Cross Examination by the defendant on behalf of Adv. Mule

3. The plaintiff was resided at the Bazar Road. Now he is residing at Railway Station Road, Saoner. I am studied upto 12th standard in Saoner. I am studied in Morning Star, English Medium School, Saoner. Thereafter in a Balerao Junior College, Saoner. It is true to say that Dr. Ravi is the son of plaintiff. It is true to say that he is a Psychiatrist. Dr. Ravi was not a my fellow student. He is completed his education from Balerao Junior College. Dr. Nilesh Kumbhare was studied at Morning Star English School, Saoner with me. Dr. Nilesh Kumbhare was my fellow student in Balerao Junior College, Saoner alongwith Dr. Ravi. Both Dr. Ravi and Dr. Nilesh are my classmates and close friends.

4. Agreement to sale is type. The agreement to sale was type at the office of Adv. Baretiya. The contents of the agreement of sale was narrated by the Adv. Baretiya to the typist. 30 minutes to 45 minutes were required for preparation of agreement to sale. The contents dated 24/05/2015, and 07/07/2015 was written by Dr. Ravi over the agreement to sale. It is true to say that for three occasion myself and Dr. Nilesh Kumbhare were the witness over the agreement to sale. I was not acquitted with defendant prior the execution of agreement to sale. In the office of the Adv. Baretiya one person introduces himself as a Moreshwar Thakre. Dr. Ravi was acquitted with the Moreshwar Thakre

as he was a Patient of him. I do not know whether Moreshwar Thakre was suffering Psychick problem or not. I have not inquire illness of the defendant with the Dr. Ravi. It is true to say that no consideration amount or earnest amount was not paid through Bank or Cheque by the plaintiff. I do not know whether the defendant was the patient of Dr. Ravi or not. It is not true to say that in collusion myself, Dr. Ravi, Dr. Kumbhare and plaintiff have prepared false and bogus agreement to sale. It is not true to say that plaintiff has not paid a single pai to the defendant to words earnest amount. It is not true to say that on the say of Dr.Ravi. I am deposing false against the defendant.

Cross examination completed

Re-Examination - Nil

R. O. A. C.

Before me,

Place : Saoner.

Date : 10.09.2024

sd/-

(S. A. Sardar)

Civil Judge Senior Division, Saoner
Tahsil Saoner, District Nagpur