

Further examination in chief resumed on oath by Adv. Nitin

Bhishikar for

[01] I do hereby state on solemn affirmation that I have furnished my affidavit about examination in chief. It bears my signature. Contents of the same are read over to me. Same are true and correct. It is at **Exh.69**. Vide list of document Exh.75 I have furnished the verified copies of vouchers. Same are in the name of Vimal Arun Giradkar and Arun Baburao Giradkar. It bears signature of Vimal and Arun respectively. The signatures are made in my presence. I have brought the original vouchers from our society. The verified copies are supplied on record. The verified copies are tallied from the original. Same are found as per original. The copies are **exhibited as 76 and 77** respectively. The verified copy of slip about payment of loan made by defendant has been furnished on record. The original copy has been brought by me from our society. The slip bear the handwriting and signature of Arun Baburao Giradkar. The slip was wrote down and signed before me. The contents of verified copy are found to be correct as per original. Same is marked at **Exh.78**. I have also furnished verified copy of a notesheet regarding the repayment of loan by the defendant. It bears signature of our President and the Accountant. I can identify said signatures. (The counsel for plaintiff requested to exhibit verified copy of notesheet. On the other hand counsel for defendant opposed for the same. The

document in question is not signed by the witness, same is not admitted by other side. Hence, at this stage it cannot be exhibited.)

**Cross-examination by Adv. S.M. Pimpalkar on behalf of
defendent**

[02] Today without going through the record I cannot tell exact date on which the defendant Arun and his wife obtained the loan from our society. Witness volunteers that as per vouchers the date about disbursement of loan is 03.05.2013. It is true to say that vouchers Exh.76 and 77 bears the account number. It is true to say that slip Exh.78 doesn't bear the account number and ledge folio number. It is not true to say that the handwriting stated on Exh.78 is of different persons. It is true to say that our society use to maintain the statement about loan account. The loan obtained by defendant and his wife was for the period of ten years. It was housing loan. It was to be repaid as per monthly installment. Toay I cannot state exactly what was the E.M.I. It is not true to say that the loan account was regular one. Today without going through the record I cannot state as to how much amount was due against defendant. I cannot state till 01.11.2013 how much amount was due against defendant and his wife. I do not know anything about the sale purchase agreement between our society and that of defendant. It is true to say that the loan transaction and sale purchase transaction are different one. Both transactions taken place on different dates. No notices were issued to the defendant and his wife for recovery of due amount. Document Exh.69 now shown to me. It bears signature of our secretary Shri. Arvind Hazare. I do not know that said document

Exh.69 has been delivered to Arun Giradkar the defendant. I do not know that the amount mentioned at Exh.69 is similar with the amount mentioned at voucher Exh.78. Today I cannot tell whether Rs.8,27,100/- was not due against defendant Arun Giradkar. I cannot tell that the total due amount against defendant and his wife was worth Rs.8,27,100/-. The contents of para 3 of my affidavit Exh.69 regarding my knowledge about the sell purchase agreement are not correct. The contents of my affidavit Exh.69 are in english. I am not very well acquetent in english language. I do not recollect whether the contents of the same were explained to me. It is not true to say that I do not know whole contents of my affidavit. I do not know that the amount deposited vide voucher Exh.78 has been deposited as per chit Exh.69. It is not true to say that the amount of Rs.8,27,100/- came to be deposited as per say of secretary Arvind Hazare. It is not true to say that said amount Rs.8,27,100/- was the refund of earnest amount. Defendant Arun has not given any written concent for depositing some amount in loan account of his wife. Witness volunteers that the defendant Arun had given oral instruction for depositing remaining amount to the loan transaction of his wife. It is true to say that the transaction of our society usually took place as per written documents. We used to deal the transactions as per oral instructions also. As defendant has given oral concent for depositing the remaining amount in loan transaction of his wife and hence our society has not insisted for written concent. It is not true to say that by misguiding defendant I have got prepared document Exh.78. It is true to say that the loan accounts belongs to defendant and his wife

are different. It is not true to say that defendant Arun never orally instructed our society for depositing the amount in loan account of his wife. It is not true to say that I am deposing false about giving oral instruction by defendant Arun. It is not true to say that today I am deposing false.

Cross-examination is over.

Re-examination – NIL

ROAC

Before me

(S. K. Fokmare)

CJSD, Umrer.

Dated : 07/04/2018.

(S.K. Fokmare)

CJSD, Umrer.