

WITNESS IS PRESENT AND DULY SWORN ON 06.12.2022 .

FURTHER CROSS EXAMINATION BY SRLA.G.V ADVOCATE FOR DEFENDANT.

The plaintiff has claimed interest at the rate of 22% p.a on delayed payments as the transactions between the plaintiff and defendants was a commercial transactions. There is no written agreement between the plaintiff and the defendants regarding the rate of interest payable on delayed payments. The plaintiff is claiming interest from the date of respective invoices.

The defendant was the distributor of the plaintiff. I am not aware the number of local bakery distributors were appointed by the plaintiff between 2013 and 2016. I am not aware the quantum of bakery maida sold by the plaintiff between 2013 and 2016. I do not remember the quantum of bakery maida being sold by defendant No.1 between 2013 and 2016. It is very difficult for me to furnish the records as they are very old records. I have to verify our records to give details regarding sale of bakery maida subsequent to 2016. I do not remember the area to which the defendant No.1 was appointed as local bakery distributor. Sri. Chidananda Swamy was accompanying the goods carrier in respect of suit transactions. Sri. Chidananda Swamy was appointed as sales executive by

SRI. PRASHANTH T. H.

the plaintiff and he was entrusted with sales promotion work. He was supervising the delivery of products to end customers.

The e-mail ID of plaintiff is 'skfprashanth@gmail.com'. The defendants have created the seal affixed on distributorship agreement. The witness has admitted his signature on leave encashment note and the same is exhibited as Ex.D.3. The witness denies the seal found on Ex.D.3. The witness has admitted his signature on letter dated 01.02.2012 and the same is exhibited as Ex.D.4. The witness denies the seal found on Ex.D.4. I know the contents of Ex.D.4. The witness has admitted his signature on the details of marketing staffs with existing salary and the same is exhibited as Ex.D.5. The witness denies the seal found on Ex.D.5. I know the contents of Ex.D.5. I do not remember the date of resignation submitted by Sri. Chidananda Swamy.

Ms. Preethi was working as Administrative Assistant in the plaintiff Company. It is not true to suggest that Ms. Preethi was working as Sales Coordinator. Ms. Preethi and Sri. Shivakumara Swamy have created the seal of the plaintiff Company in collusion with each other. The plaintiff has not lodged any police complaint against Ms. Preethi and Sri. Shivakumara Swamy. The plaintiff had not initiated any disciplinary action against them. I do not

remember when Ms. Preethi left the services of plaintiff Company. I am deposing based on the records of the plaintiff Company. I have personal knowledge of the suit transactions.

The plaintiff had floated a scheme called 50+1 bag scheme with the defendant No.1. For purchase of every 50 bags of bakery maida and other products the plaintiff used to give 1 bag free of cost. I do not remember the number of beneficiaries (bakeries) under 50+1 bag scheme between 2013 and 2016. This 50+1 bag scheme was floated by the plaintiff with the defendant No.1 and there was no written agreement in this regard.

We have given trade discount at Rs.20 per bag to defendant No.1 and also the plaintiff has given discount to Bakery maida at the time of delivery of goods. I do not remember which are the clauses of 'offer of appointment of local distributor dated 10.11.2013' are not in conformity with the Standard terms and conditions of the plaintiff. I do not know whether there were no distributors for the plaintiff from Bidadi to Devanahalli during 2013 to 2016. The defendant NO.1 was not dealing with products of any other manufacturers. I do not remember the margin granted by the plaintiff to defendant No.1 and other distributors. The plaintiff had received cheques from M/s., Snehamayi Mahila Seva Enterprises and Sri. Shivakumara

SRI. PRASHANTH T. H.

Swamy requested the plaintiff to present cheques so as to complete the transaction and close the account of M/s., Snehamayi Mahila Seva Trust. I have no difficulty to furnish the proof in this regard. I do not know the details of office bearers of M/s., Snehamayi Mahila Seva Trust. The defendant no.1 firm had authorized the plaintiff to present the cheques issued by it so as to close the account of M/s., Snehamayi Mahila Seva Trust. I do know whether the defendant No.2, 3 and 4 have issued the authorization to present the cheques issued by it so as to close the account of M/s., Snehamayi Mahila Seva Trust. I do not know whether the Sri. Shivakumara Swamy was the partner of defendant No.1 firm. It is not true to suggest that the plaintiff had no authorization to adjust Rs.27,16,634/- against the account of M/s., Snehamayi Mahila Seva Trust.

There was no agreement entered into between the plaintiff and M/s., Snehamayi Mahila Seva Trust. The plaintiff gave distributorship to M/s., Snehamayi Mahila Seva Trust by reposing confidence on Sri. Shivakumara Swamy. I do not remember whether we have inquired about the office bearers of M/s., Snehamayi Mahila Seva Trust. The plaintiff gave distributorship to M/s., Snehamayi Mahila Seva Enterprises by reposing confidence on Sri. Shivakumara Swamy. Ex.P.10 is the

only demand notice the plaintiff attempted to serve on the defendants. The plaintiff used to issue reminders to the defendants. The demand notices issued to the defendants returned unserved with an endorsement no such person in the given address.

Sri. Shivakumara Swamy left the services of plaintiff Company in 2016. Sri. Shivakumara Swamy used to communicate with the Sri. M.K.Dattaraj/Managing Director of the plaintiff Company.

The plaintiff has credited the following amounts Rs.2,57,070.00/25.11.2011; Rs.2,15,280.00/30.11.2013; Rs.2,25,980.00/10.12.2013; Rs.2,10,960.00/14.12.2013; Rs.2,94,484.00/21.12.2013; Rs.3,42,750.00/28.12.2013; Rs.2,08,880.00/02.01.2014; Rs.2,03,550.00/07.01.2014; Rs.1,87,780.00/11.01.2014; Rs.1,88,870.00/17.01.2014; Rs.3,60,250.00/22.01.2014 and Rs.20,800.00/31.01.2014 to the account of M/s., Snehamayi Mahila Seva Trust. For each and every payment cited above the plaintiff had obtained authorization from defendant No.1 firm. I have no difficulty in producing the authorization slips issued by Sri. Shivakumara Swamy.

Further Cross examination : Deferred at the request of PW1.

(Typed to my dictation in the open court)

ROI and AC

(S J KRISHNA)

LXXXIX ADDL. CC & SJ, BENGALURU.