

IN THE COURT OF XX METROPOLITAN MAGISTRATE,
EGMORE @ ALLIKULAM, CHENNAI CENTRAL, CHENNAI – 600 003.

Date: 20.02.2025

Case No.	:	C.C.No. 1769 of 2021
Protection witness	:	PW.1.
Name	:	Narayan Maheswari
Husband Name	:	
Address	:	
Age	:	

Solemnly affirmed in accordance with the provision of Bharatiya Sakshya Adhiniyam 2025, on the date of 20th day of February 2025.

(Complainant present. Accused present.)

Time : 4.00 A.M.

Cross Examination –

I know Mr.Sunilkothri personally. I know his family also. we were in the same steel Business for about 10 years. Ved Trade Corporation is the name of our company. Myself and Abdul rasheed are partners in the said companies. The partnership deed which is shown to me know one reconstitution of company was made and new partnership deed is also filed before this court. If it is said that no such new partnership deed is produced before this court, I deny. If it is said that thereis no such reconstitution company and no partnership deed, I deny. I am aware of transaction of Metaltrade Corporation and Ved trade Corporation. Both the corporation are dealing with steel. I was not a partner at the time of transaction between above corporation. I know above the transaction because ved trade corporation people are my people, transaction were made through me. Keshareya incorporation is owned by Aravind Kothari who is the brother of Sunilkothari of Metal trade corporation. There was business dealing by ved trade corporation with both Keshariya and metal trade corporations in

purchasing scraps. The ledger statement which is filed by me is not false or fabricated. As other business transaction are not reflected in ledger statements it cannot be stated to be fabricated the business transaction taken at that time is reflected. During 2023 above said reconstitution of the company took place. The authorisation of other partner is not required and I am 99 percentage share holder of company. For supply of materials we have given advance amount to the accused in that way he is liable to pay the cheque amount. Purchase order not filed. It is not mandatory to give purchase orders in this business. All the payments are made through bank. As I have not filed purchase order or bank statements it is false to say that I lie before this court. We do possess the bank statements regarding the above statement. The date of the cheques is during 9th month of 2019. I could not recollect the exact dates. At the request of accused for convenience of payment several cheques drawn on the same date. The accused also instructed that the cheques may be presented on convenience. The cheque was filed by the accused. Through telephonic message of the accused we presented all the cheques on the same date. On execution of the ExP2 agreement I was presented the instance. Abdurashid used to receive cash from the accused is denied. The above transaction are also shown in our income tax. It is said that the income tax returns does not reflect the above transaction and hence forth we do not presented the above documents before the court is false. I am well aware of the agreement. The above agreement shows the liability of forty five lakhs but we have claimed forty nine lakhs is false, in the same agreement itself it is clearly mentioned that the cheque is issued for forty nine lakhs with discount of four lakhs for the outstanding amount of fiftythree lakhs. If it is said that the agreement is manipulated or forged, it is false. The statutory notice is send to the accused and acknowledgement is filed. It is false to say that the accused do not have the liability to pay the cheque amount and I myself is in the position to pay for the purchase of metal scraps. Delivery order, Bank statements not filed, hence it is a false case is hereby denied. Question of delivery order arises only on delivery of materials, further we are ready to submit bank statements if required.

Dictated by me in open court, typed in computer by Typist, corrected by me, read over to the witness and admitted by the deponent to be correct.

XX Metropolitan Magistrate,
Egmore @ Allikulam, Chennai – 3.