

Witness duly sworn on 25-02-2022**Further Examination-in-chief by Sri. GS Advo for Plaintiff:**

I am Plaintiff in this case. Today I have filed an affidavit in lieu of examination-in-chief. The contents of the said affidavit are true and correct to the best of my knowledge as they are drafted as per my instruction. Hence, I pray to decree the the suit.

I have produced the following documents

Ex.P1	Partition deed dt 7.12.2012
Ex.P2	C/c B property register extract in respect of property No.1487/16/2/415
Ex.P3	Tax paid receipt dt 30.10.2015
Ex.P4	Tax paid receipt dt 30.10.2015
Ex.P5	Registered agreement of sale dt 24.10.2017
Ex.P6	C/c EC dt 24.10.2017
Ex.P7	C/c EC dt 4.1.2020
Ex.P8	Copy of legal notice dt 25.10.2019
Ex.P9	3 postal receipts (all together marked)
Ex.P10	3 postal acknowledgement (all together marked)

(Advocate for plaintiff Prays time for further examination-in-chief, hence deferred)

(Typed to my dictation in open court)

R.O.I. & A.C.

(KHADARSAB)

XXXIX ACCJ, & SJ B'LORE.

Witness duly sworn on 29.6.2022**Further Examination-in-chief by counsel for Plaintiff :**

I have produced the following documents

Ex.P11	Statement of bank account
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Cross examination;

defendant No.1 to 3 and their counsels are absent.

No representation, hence cross on behalf of defendants is taken as nil.

Re-Examination: Nil.

(Typed to my dictation in open court)

R.O.I. & A.C.

(YASHWANTH)

XXXIX ACCJ, & SJ B'LORE.

ದಿ:26.7.2022 ರಂದು ಸಾಕ್ಷಿಯನ್ನು ಪುನಃ ಕರೆಸಿ ಪ್ರಮಾಣ ವಚನ ಭೋದಿಸಲಾಯಿತು.

ಪಾಟೀ ಸವಾಲು: ಪ್ರತಿವಾದಿ ಪರ ವಕೀಲರಿಂದ:

ಪ್ರತಿವಾದಿಯರು ನೊಂದಣಿ ಖರೀದಿಪತ್ರ ಮಾಡಿಕೊಡದೇ ಇರುವುದಕ್ಕಾಗಿ ನಾನು ಈ ದಾವೆ ಮಾಡಿರುತ್ತೇನೆ. ನಾನು ಪ್ರತಿವಾದಿಯರ ಪ್ರತಿವಾದಪತ್ರ ಓದಿ ತಿಳಿದುಕೊಂಡಿರುತ್ತೇನೆ. ನನಗೆ ಮೊದಲಿಗೆ 3 ನೇ ಪ್ರತಿವಾದಿ-ನವೀನ್ ಪರಿಚಯವಾಗಿರುತ್ತದೆ. ಈ ವ್ಯವಹಾರ ಅದಾಗಿನಿಂದ ನನಗೆ ಅತನ ಪರಿಚಯ ಇರುತ್ತದೆ. ನನ್ನ ಸಹೋದರ ಸಂಬಂಧಿ ಅನಿಲ್ ಕುಮಾರ್ ಎಂಬುವರ ಕಡೆಯಿಂದ ನನಗೆ 3 ನೇ ಪ್ರತಿವಾದಿಯ ಪರಿಚಯವಾಗಿರುತ್ತದೆ. ನವೀನ್ ಮತ್ತು ಅನಿಲ್ ಅಸ್ತಿ ಮಾರಾಟಕ್ಕೆ ಇದೆ ಅಂತ ನನಗೆ ಹೇಳಿ ಸದರಿ ಅಸ್ತಿ ನನಗೆ ತೋರಿಸಿದರು. ಅನಿಲ್ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ವ್ಯವಹಾರ ಮಾಡುತ್ತಾನೆ. ನಾನು ರಿಯಲ್ ಎಸ್ಟೇಟ್ ಮತ್ತು ಪೈನಾನ್ಸ್ ವ್ಯವಹಾರ ಮಾಡುತ್ತೇನೆ. ನನ್ನ ವಾದಪತ್ರದಲ್ಲಿ ಮತ್ತು ಲೀಗಲ್ ನೋಟೀಸಿನಲ್ಲಿ ನನ್ನ ಈ ವ್ಯವಹಾರ ಕಾಣಿಸಿರುವುದಿಲ್ಲ ಎನ್ನುವುದು ನಿಜ. ನಾನು ಕೋರಮಂಗಲದಲ್ಲಿ ನನ್ನ ವ್ಯವಹಾರ ಮಾಡುವ ಕಚೇರಿಯನ್ನು ಇಟ್ಟುಕೊಂಡಿರುತ್ತೇನೆ. ಕಳೆದ 15 ವರ್ಷಗಳಿಂದ ನಾನು ಸದರಿ ಕಚೇರಿ ಇಟ್ಟುಕೊಂಡಿರುತ್ತೇನೆ. ನನಗೆ ಈಗ 36 ವರ್ಷ ವಯಸ್ಸು ಇರುತ್ತದೆ. ನಾನು ಲೇವದೇವಿ ವ್ಯವಹಾರ ಮಾಡು ಸರ್ಕಾರದಿಂದ ಲೈಸೆನ್ಸ್ ಪಡೆದಿರುತ್ತೇನೆ. ನಾನು ಕಳೆದ 12-15 ವರ್ಷಗಳಿಂದ ಅದಾಯಕರ ತುಂಬುತ್ತಿದ್ದೇನೆ. ನಾನು ನನ್ನ 6 ವರ್ಷಗಳ ಹಿಂದಿನ 2016 ರಿಂದ ಅದಾಯಕರ ತುಂಬಿದ ದಾಖಲೆಗಳನ್ನು ಹಾಜರು ಪಡೆಸುತ್ತೇನೆ. ನಾನು ದಾವಾಅಸ್ತಿಯ ಹತ್ತಿರವೇ ನವೀನ್ ಮತ್ತು ಅನಿಲ್ ರವರುಗಳನ್ನು ಭೇಟಿ ಮಾಡಿರುತ್ತೇನೆ. ಮೊದಲನೇಯ ಬಾರಿಗೆ ಸೆಪ್ಟೆಂಬರ್-2017 ರಂದು ಅವರನ್ನು ಭೇಟಿಯಾಗಿದ್ದೇನು. ನಾನು ದಾವಾಅಸ್ತಿಯ ಕುರಿತು ದಾಖಲೆಗಳನ್ನು ನೋಡಿ

ಪರಿಶೀಲಿಸಿರುತ್ತೇನೆ. ವಿಭಾಗಪತ್ರ, ಜೆಡಿಎ ಅಗ್ರಿಮೆಂಟ್ ಮತ್ತು ಬಿ ಖಾತೆ ನಾನು ಪರಿಶೀಲಿಸಿರುತ್ತೇನೆ. ಬಿ ಖಾತಾ 1 ನೇ ಪ್ರತಿವಾದಿಯ ಹೆಸರಿನಲ್ಲಿ ಇತ್ತು. ಅದನ್ನು ನಾನು ಹಾಜರು ಪಡೆಸಿರುತ್ತೇನೆ. 3 ನೇ ಪ್ರತಿವಾದಿಯನ್ನು ನಾನು ದಾವಾಆಸ್ತಿಯು ಯಾರ ಹೆಸರಿನಲ್ಲಿ ಇದೆ ಅಂತ ಕೇಳಿದಾಗ ನನ್ನ ತಾಯಿಯ ಹೆಸರಿನಲ್ಲಿದೆ ಅಂತ ಹೇಳಿದನು. ದಾವಾಆಸ್ತಿಯ ಕುರಿತು ವ್ಯವಹಾರ ಮಾಡುವುದಕ್ಕಿಂತ ಮುಂಚೆ ನಾನು ವಕೀಲರಿಂದ ಕಾನೂನು ಸಲಹೆ ಪಡೆದುಕೊಂಡಿರುತ್ತೇನೆ. ಅವರು ಮೌಖಿಕವಾಗಿ ತಮ್ಮ ಸಲಹೆ ನೀಡಿರುತ್ತಾರೆ. ಅವರ ಹೆಸರು ಶ್ರೀ.ಗಣೇಶ್ ಅಂತ ಇದ್ದು ಹೆಚ್.ಎಸ್.ಅರ್. ಲೇಔಟ್ ನಲ್ಲಿ ಇರುತ್ತಾರೆ. ದಿ:24.10.2017 ರಂದು ಡಿಡ್ ರೈಟರ್ ಇವರೇ ದಾಖಲೆಗಳನ್ನು ನೋಡಿ ಖರೀದಿ ಕರಾರುಪತ್ರ ತಯಾರಿಸಿರುತ್ತಾರೆ. ಸದರಿ ಕರಾರುಪತ್ರದಲ್ಲಿ ಕಾಣಿಸಿದ ಶೆಡ್ಯೂಲ್ ಆಸ್ತಿಯ ವಿವರಣೆ ಈಗ ನನಗೆ ನೆನಪಿನಲ್ಲಿ ಇರುವುದಿಲ್ಲ. ನನಗೆ ಸ್ವಂತ ಹತ್ತು ಆಸ್ತಿಗಳು ಇರುತ್ತವೆ. ಅವುಗಳು ಬೆಂಗಳೂರು ನಗರ ಮತ್ತು ಸುತ್ತಮುತ್ತ ಇರುತ್ತವೆ. ಬೇರೆಯವರ ಎಷ್ಟು ಕರಾರುಪತ್ರಗಳಿಗೆ ನೀವು ಅವರ ಸಹಿಗಳನ್ನು ಪಡೆದಿದ್ದೀರಾ ಅಂತ ಕೇಳಿದ ಪ್ರಶ್ನೆಗೆ ಮೂರು ಕರಾರುಪತ್ರಗಳು ಇರಬಹುದು. ಸಾಕ್ಷಿಯು ತಾನಾಗಿಯೇ ಹೇಳುವುದೇನೆಂದರೆ ನಾನು ಖರೀದಿ ತೆಗೆದುಕೊಳ್ಳುವ ಉದ್ದೇಶದಿಂದ ಮಾಡಿಕೊಂಡ ಕರಾರುಪತ್ರಗಳಿಗೆ ಸಹಿಗಳನ್ನು ಪಡೆದುಕೊಂಡಿರುತ್ತೇನೆ.

ಮುಂದುವರೆದ ಪಾಟೀ ಸವಾಲು ಮುಂದೂಡಲಾಯಿತು.

(ತೆರೆದ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ನನ್ನ ಉಕ್ತಲೇಖನದ ರೀತ್ಯಾ ಬೆರಳಚ್ಚು ಮಾಡಲಾಯಿತು)

ಓ.ಹೇ.ಕೇ. ಸರಿ ಇದೆ

(ಯಶವಂತ)

39ನೇ ಅ.ನ.ಸಿ.ನ್ಯಾ. ಬಿ. ನಗರ.

Witness duly sworn on 27.09.2022**Further Cross-Examination by counsel for Defendants:**

It is not true to suggest that the only the defendant no.2 is owner of schedule 'C' property and not defendant no.1 and 3. Except sale agreement I have no other documents to prove the sale transaction between me and the defendants. The defendants are not residing at the address shown in the cause title of the plaint and also shown in Ex.P.5 and they are residing at No.75, Sulakal Street, Panchayath Office Bidakal is not true. I have not produced any documents to show that the defendants are staying in the address shown in the plaint. I have issued cheque for Rs.18 Lakhs in the name of defendant no.2. I have not obtained any separate acknowledgment for having received Rs.2 Lakhs in cash, apart from Ex.P.5. The said cash was given to defendant no.2. It is true that the defendant no.1 and 3 have not received any amount either in cash or through cheque from me. Witness volunteers that, the said defendants were present at the time of

making payment to defendant no.2 and on their consent the said payment was made. I have no any documents to evidence the said consent of defendant no.1 and 3. the defendant no.1 and 3 have not given any such consent and I am deposing false evidence in this regard is not true. I have no documents to show that the schedule 'C' property was in joint possession of defendant no.1 to 3. The schedule shown in Ex.P.5 is a land. However, I have agreed to purchase only a flat. It is not true to suggest that as per Ex.P.5 I have agreed to purchase the land and not the flat. It is true that the defendants have informed me that they would produce all the title papers at the time of registration of the full fledged sale deed. It is true that the Ex.P.1 partition deed pertains to the entire joint family of the defendants. It is true that the shares allotted to each sharers have been well defined in the said partition deed. Ex.P.5 agreement has been got executed from the defendants by way of security to the loan of Rs. 18 Lakhs advanced to them by me and the said Ex.P.5 is never intended as an agreement to sell the property is not true. The notice as per Ex.P.8 were not served on defendants is not true. The

Ex.P.10 have not been acknowledged by the defendants is not true. I have not produced any documents to show that the market value of the schedule property as on the date of filing of the suit was Rs.21 Lakhs. I am not aware that flat no.103 measuring 1175 sq.ft., in the same apartment was sold for Rs.35 Lakhs. I am not aware that flat no.102 measuring 1200 sq.ft., in the same apartment was sold for Rs.39 Lakhs. I am not aware that flat no.312 measuring 1290 sq.ft., in the same apartment was sold for Rs.45 Lakhs. I am not aware that flat no.15 measuring 1300 sq.ft., in the same apartment was sold for Rs.32 Lakhs. Therefore, the Ex.P.5 is executed by way of security for the loan borrowed and not with an intention to sell the schedule property in favour of plaintiff is not true. I have orally requested the defendants for execution of the registered sale deed and not in writing. I cannot say in the presence of whom I made such oral request. No any time is fixed in Ex.P.5 for execution of the registered sale deed as the defendants agreed to execute the sale deed soon after vacating the tenants in the schedule property. This fact is not

incorporated in Ex.P.5 is true. The said fact is not incorporated because defendants informed me as not necessary to incorporate the said facts. I have no any documents to show that the defendants so informed me. The obligations of the defendants under Ex.P.5 is to execute the registered sale deed in favour of plaintiff. The defendants were required to give me Khata Extract and Joint Development Agreement before execution of the registered sale deed. The defendants have given me only Khata certificate and not rest of the documents despite my oral request. There was no any hurdle to me to make written request for the said documents. The Ex.P.5 is prepared and executed in the office of Sub-Registrar, Bommanahalli in Koramangala, Bengaluru. The defendants have put their signature on the Ex.P.5 in the office of the Sub-Registrar in the presence of attesting witnesses and scribe. Ravi Kreethi is familiar to me and also to the defendant no.1. I have faint acquaintance with him for last 10 years. Anil Kumar is also my friend is true. I know him since 20 years.

(Further cross examination is deferred).

(Typed to my dictation in open court)

R.O.I. & A.C.

(YASHWANTH)
XXXIX ACCJ, & SJ B'LORE.

Witness duly sworn on 06.12.2022**Further Cross-Examination by counsel for Defendants:**

When the witness is suggested as to how the defendants were paying the interest, the witness replies the transaction involved in this suit is not a loan transaction. I am having savings account in Indian Bank and Axis Bank. I am having GPA account linked to the Axis Bank account. It is false to suggest on my instruction, the defendants were paying interest by remitting the same to my account. The defendants have already paid more than Rs.18,00,000/- is not correct. My advance amount is transferred in the account of defendant no.2. The transaction is a loan transaction and though the defendants have paid the said loan with interest more than Rs.18,00,000/-, yet I have filed this false suit based on fabricated document is not correct. I cannot produce documents showing the family necessity, legal necessity and commitments of the defendants. I have not issued any legal notice requiring the defendants to execute the sale deed by receiving the balance of Rs.1,00,000/-. Except my bank statement,

I have no any documents to show my readiness and willingness to perform my part of contract. The Ex.P.1 pertains to the family of defendants is true. How, I secured the original copy of the said Ex.P.1, no any reference is made either in the plaint or in my chief affidavit or in the legal notice or in Ex.P.5 is true. The agreement of sale is a document obtained by way of security to the loan transaction of defendants is not correct. Ex.P.1 is handed over to me as a security purpose for obtaining the loan is not correct. After discharging the loan, when the defendants requested me to hand over the original copies of Ex.P.1 and Ex.P.5, I have filed this false suit is not correct. Ex.P.5 is a concocted document and it was never intended to be a sale transaction is not correct. To grab the valuable property of defendants, this suit is filed is not correct. The entire contents of my chief affidavit are concocted facts and deposing false evidence is not correct.

Re- Examination: Nil.

(Typed to my dictation in open court)

R.O.I. & A.C.

(YASHWANTH)
XXXIX ACCJ, & SJ B'LORE.