

DATED: 21.11.2024 PW1 PRESENT AND OATH IS ADMINISTERED.

FURTHER CROSS EXAMINATION BY SRI VVSG ADVOCATE FOR DEFENDANT No.5:

I have not produced any documents to show that I was in possession of Rs.5,05,000/- as on the date of alleged execution of Ex.P.16. As on the date of the Sale Agreement, the property was consisting of Ground plus 2 floors. It is false to suggest that the Defendant No.1 – Zakirunnisa was a illiterate and she was not knowing reading and writing. As on the date of Sale Agreement I was residing at Door No.30, Neelasandra, Masjid Street, Bangalore. I was knowing the son of Defendant No.1 by name Nissar Ahmad as I was playing Football with him.

It is false to suggest that by agreeing to take the suit schedule property on lease for which we need not have to pay rent and the lessor need not have to pay interest for such lease sum, I had come into possession of the suit schedule property by paying Rs.1 lakh. It is false to suggest that without paying

Rs.5,05,000/- as stated in Ex.P.16, we got created the Ex.P.1 – GPA, Ex.P.16 – Sale Agreement and one Affidavit.

The Defendant No.1 had paid the installment amount to BDA upto the year 1994. Later we agreed to continue the payment of the same. Witness again volunteers that the Defendant No.1 has agreed to pay the remaining amount of installments out of Rs.5,05,000/-. It is true that as per Ex.P.1, all authority with regard to said property is given to me. It is false to suggest that I have not performed my duties and responsibilities as per Ex.P.1.

I have not read the Ex.P.1, but our Advocate has read the contents of Ex.P.1 and explained to me. My Advocate has explained me at the time of filing of this suit. In the year 1994 itself, I was knowing the contents of Ex.P.1. As per Ex.P.1, I was authorized to take electricity, water and sanitary connections. Witness volunteers that all such connections were already existed in the property. It is true that in the

schedule it was not written that the property was connected with water, electricity and sanitary connections. But it was having such connections. It is true that Ex.P.19 and Ex.P.20 are the documents after filing of this suit. Witness volunteers that it was paid by him. I have paid the tax in the name of Naseerulla. The said Naseerulla is the Defendant No.5 of this Case.

It is true that after the execution of Ex.P.15 in the name of Defendant No.5, Khatha in respect of suit schedule property was transferred into his name. It is false to suggest that the Defendant No.5 was paying taxes to the suit schedule property. I was not instructed by Defendant No.5 to pay the taxes in respect of suit schedule property. Witness volunteers that as he is residing in the suit schedule property, he had paid such sum towards the tax as per Ex.P.19 and Ex.P.20.

It is false to suggest that from the year 1994 to 2017, I have not paid any tax to the concerned authority. Witness volunteers that he

has paid Tax from the year 1993. I have the documents to show the payments of such Tax.

I was not knowing how much of amount was due by the Defendant No.1 to the BDA as on the date of Ex.P.14. It is true that after clearing the balance by the Defendant No.1, the BDA had executed Sale deed in favour of the Defendant No.1 as per Ex.P.14. I have not enquired with Defendant No.1 how much money she has paid to BDA from the year 1994 till the date of Ex.P.14. It is false to suggest that I have not done any duties as per the authority given in the Ex.P.1 – GPA. It is false to suggest that I have not done any duties with a malafide intention as stated in Ex.P.1. I had not made any attempts to know about the conditions imposed by the BDA before execution of Ex.P.1 and Ex.P.16.

I have not issued any legal notice to Defendant No.1 to 4. It is false to suggest that after the date of Ex.P.14, Khatha was transferred into the name of Defendant No.1 and she was paying taxes. It is true that Ex.P.3 to 5 are in the

name of Zakiruunisa. Witness volunteers that he has paid the taxes. The said documents are not revealing my name as paid such taxes.

It is false to suggest that the Defendant No.1 had given me the suit schedule property on lease for a period of 5 years. It is false to suggest that after occupying the property under lease, got created Ex.P.1 and Ex.P.16 and not vacating the suit property and causing harassment to the Defendants. It is false to suggest that because of my harassment, the Defendants No.1 to 4 have sold the suit schedule property to the Defendant No.5 as on 04.05.2015 as per Ex.P.15. Witness volunteers that by defrauding him such Ex.P.15 was executed in favour of Defendant No.5. It is true that an absolute Sale deed was got executed in favour of Defendant No.5 as per Ex.P.15.

It is false to suggest that one Ashraf was the Tenant in the suit schedule property. Witness volunteers that the said Ashraf and himself were running the tea shop together. I was also the part

of such shop. I have no documents to show that I was running such Tea shop.

It is true that the Defendant No.5 had filed a HRC Petition before the Small Cause Court in HRC No.10024/2016 against the said Ashraf. It is true that in the said Petition it was directed to the said Ashraf to vacate and handover the vacant possession of the portion of the suit schedule property. It is false to suggest that as per the said orders, the said Ashraf had handed over the portion of the suit schedule property to the Defendant No.5. It is false to suggest that I had regained the possession of such portion of the suit schedule property with the help of rowdy elements. At present myself and my son are running a mutton shop in the said portion of the suit schedule property. There was no impediment for explaining the above said facts and circumstances in my pleadings as well as in my examination in chief affidavit. It is true that I have not stated in my pleadings about running a Tea Shop along with Ashraf.

I have not produced any documents to show that I had leased out portion of the suit schedule property to one Amuda. It is true that in para No.5 of my Complaint, I have stated that as on the date of such Complaint, Ashraf was running the Tea stall by paying monthly rent to the Plaintiff.

It is true that I am the only agreement holder of the suit schedule property. It is also true that I am not the absolute owner of the suit schedule property. Witness volunteers that he has GPA as per Ex.P.1 in his favour. I have not given the rent amount to Zakirunnisa as per the contents of GPA, but I was collecting the same. It is true that as per GPA, there was no authority to lease out the schedule property. Witness volunteers that such authority was given orally by Zakirunnisa to him. I have no documents to show to whom the portions of the suit schedule properties were given on lease and how much of money was collected towards such lease.

**Further Cross Examination :** Adjourned at request.

(Typed to my dictation in the open court.)

R O I & A C

(K.S VIJAYA)  
VII ACCJ, BANGALORE.