

Further Cross-examination of P.W. No. 1 Virendra Khimji Vora on oath, on behalf of accused by Advocate Shri.S.Y.Chougule.

6. It is not correct to say that the first agreement executed in respect of shop No.9 from Royal Plaza was for the period 01.02.2015 to 31.12.2015. It is not correct to say that the agreement produced on record by me is incorrect.

Que : Will it be correct to say that you have received amount of Rs.75,000/- as security deposit as per the agreement produced by you on record ?

Ans : I have received amount of Rs.37,500/- as security deposit for shop No.9 and amount of Rs.37,500/- as security deposit for shop No.10.

7. Now witness shown page No.7 of Exh.P-8 colly which is agreement for Leave and Licence for the period 01.02.2015 to 31.12.2015 for shop No.9, Royal Plaza. It is correct to say that the receipt is for Rs.75,000/- and it bears my signature. Now witness attention is drawn to Page No.10 of Leave and License agreement for the period 01.01.2016 to 30.09.2018 for shop No.9. It is correct to say that it is mentioned on said page that the agreement is for 33 months. It is correct to say that at page 14 of said agreement receipt for Rs.75,000/- is attached and the receipt bears my signature. Now witness attention is drawn to Page No.17 of Exh.P-8 collectively which is Leave and License agreement for the period 01.09.2016 to 31.07.2017 for shop No.9. It is correct to say that it is mentioned on said page that the agreement is for 33 months. It is correct to say that at page 22 of said agreement receipt for Rs.37,500/- is attached and the receipt bears my

signature. It is correct to say that in all the three agreements in respect of shop No.9 per month rent is mentioned as Rs.5,000/- each per agreement. It is not correct to say that as per all the three agreements in respect of shop No.9 Royal Plaza. I have received total security deposit amount of Rs.1,87,500/-. Though the agreements produced on record by me are correct, but the amount appears to be received by me towards security deposit of total Rs.1,87,500/- is incorrect. It is not correct to say that I have received total amount of Rs.2,52,500/- including security deposit and rent of Rs.65,000/- in respect of shop No.9 for which I have produced on record three agreements. It is not correct to say that I have received extra amount of Rs.87,500/- towards rent in respect of shop No.9. Though the agreements bears my signature, but it is my say that I do not know English and the agreements were prepared and afterwards I have put my signature on it but I have not gone through the contents of it. In my chief affidavit I have mentioned that though I was supposed to receive amount of Rs.55,000/- in respect of shop No.9 for first agreement, but I have received only Rs.15,000/-. I have not taken any action or issued notice for not receiving the remaining amount as per agreement and on this background I have executed further two agreements in respect of shop No.9 for further period.

8. Now witness shown page No.25 of Exh.P-9 colly which is agreement for Leave and Licence for the period 01.02.2015 to 31.12.2016. It is correct to say that at page No.30 the receipt is for Rs.75,000/- and it bears my signature. Now witness attention is drawn to Page No.33 of ExhP-9 which is Leave and License agreement for the

period 01.01.2016 to 30.09.2018 for shop No.10 Royal Plaza. It is correct to say that it is mentioned on said page that the agreement is for 33 months. Now witness attention is drawn to Page No.40 of Exh.P-9 colly which is Leave and License agreement for the period 01.09.2016 to 31.07.2017 for shop No.10. It is correct to say that it is mentioned on said page that the agreement is for 33 months. It is correct to say that at page 45 of said agreement receipt for Rs.37,500/- is attached and the receipt bears my signature. It is correct to say that in all the three agreements in respect of shop No.10 per month rent is mentioned as Rs.5,000/- each per agreement. It is not correct to say that as per all the three agreements in respect of shop No.10 I have received total security deposit amount of Rs.1,12,500/-. Though the agreements produced on record by me are correct, but the amount appears to be received by me towards security deposit of total Rs.1,12,500/- is incorrect. It is not correct to say that I have received total amount of Rs.1,77,500/- including security deposit and rent of Rs.65,000/- in respect of shop No.10 for which I have produced on record three agreements. It is not correct to say that I have received extra amount of Rs.12,500/- towards rent in respect of shop No.10. Though the agreements bears my signature, but it is my say that I do not know English and the agreements were prepared and afterwards I have put my signature on it but I have not gone through the contents of it. In my chief affidavit I have mentioned that though I was supposed to receive amount of Rs.55,000/- in respect of shop No.10 for first agreement, but I have received only Rs.15,000/-. I have not taken any action or issued notice for not receiving the remaining amount as per agreement and on this background I have executed further two agreements in respect of shop No.10 for further period.

9. Now witness attention is drawn to para No.6 of his chief affidavit. The period for Leave and License agreement mentioned in my chief affidavit differs from the period mentioned in original Leave and License agreement(3) produced on record.

10. Now witness shown page No.47 of Exh.P-10 colly which is agreement for Leave and Licence for the period 01.10.2015 to 31.08.2016 in respect of shop No.408 Krushna Kunj CHS. It is correct to say that as per said agreement monthly rent was Rs.26,000/-. Now witness attention is drawn to Page No.54 of Leave and License agreement for the period 01.09.2016 to 31.07.2017 for shop No.408 Krushna Kunj CHS. It is correct to say that it is mentioned on said page that the agreement is for 33 months. It is correct to say that at page No.60 receipt for Rs.50,000/- towards security deposit is attached and it bears my signature. It is correct to say that I have received amount of Rs.50,000/- as security deposit as per said agreement. As per said agreement I have mentioned in my chief affidavit that I have received total amount of Rs.1,40,000/- towards rent and deposit. Now witness attention is drawn to Page No.66 of Leave and License agreement for the period 01.11.2014 to 30.09.2015 for shop No.409 Krushna Kunj CHS. It is correct to say that it is mentioned on said page that the agreement is for 11 months. It is correct to say that at page 72 of said agreement receipt for Rs.1,50,000/- is attached and the receipt bears my signature. It is correct to say that as per the said agreement the monthly rent was Rs.20,000/-. It is correct to say that as per page No.78 of Exh.P-11 colly the period is 01.10.2015 to 31.08.2016 for the period of 11 months. It is correct to say that at page No.86 receipt of

Rs.50,000/- is attached and it bears my signature. It is correct to say that as per said agreement the monthly rent was Rs.26,000/-. It is correct to say that at Page No.88 of Exh.P-11 colly is for the period 01.09.2016 to 31.07.2017 for the period of 33 months for rent of Rs.5,000/- per month in respect of shop No.409 Krushna Kunj CHS. It is correct to say that at page No.95 receipt for Rs.50,000/- towards security deposit is attached to said agreement and it bears my signature.

11. It is correct to say that agreement for the period 01.11.2014 to 30.09.2015 for shop No.409 from Krushna Kunj CHS is only registered and rest of the agreements are not registered. It is not correct to say that I have wrongly mentioned in my chief affidavit and complaint that accused is liable to pay me amount of Rs.5,46,000/- towards rent, deposit. It is not correct to say that I have filed false case against the accused even though there was no existing liability for which disputed cheques could have been presented. It is not correct to say that I have filed present proceeding only for recovery of unpaid rent and deposit. Witness volunteers that accused is liable to pay me amount of Rs.3,96,000/- towards rent and deposit and rest of the amount out of the total amount mentioned in complaint towards some other liability which accused owes and liable to pay me. It is not correct to say that I have not given any description about other liabilities which accused liable to pay me except the description of rent and deposit given in the complaint.

12. I am not aware whether on 18.10.2014 from the account

of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.50,000/- was transferred in the name of Chandan Virendra Vora. I am not aware whether on 18.10.2014 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) another amount of Rs.50,000/- was transferred in the name of Chandan Virendra Vora. I am not aware whether on 13.11.2014 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.20,000/- was transferred in the name of Virendra Vora. I am not aware whether on 06.08.2015 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.98,000/- was transferred in the name of Jay Vora. I am not aware whether on 17.02.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.28,000/- was transferred in the name of Jay Vora. I am not aware whether on 23.11.2015 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.62,000/- was transferred in the name of Jay Vora. I am not aware whether on 16.11.2015 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.21,000/- was transferred in the name of Jay Vora. I am not aware whether on 11.08.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.50,000/- was transferred in the name of Jay Vora. I am not aware whether on 26.12.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.50,000/- was transferred in the name of Jay Vora. I am not aware whether on 29.11.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.23,000/- was transferred in the name of Jay Vora. I am not aware whether on 23.11.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.1,00,000/- was transferred in the name of Jay Vora. I am not aware whether on 17.11.2016 from the

account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.65,000/- was transferred in the name of Jay Vora. I am not aware whether on 17.11.2016 from the account of accused in Bank of India, Ashokvan, Dahisar(E.) amount of Rs.50,000/- was transferred in the name of Anna Vora.

Cross-examination is over.

No re-exam.

R. O. A. C.

kdc

(**S. D. Kamat**)
Metropolitan Magistrate,
43rd Court, Borivali, Mumbai
Date: 26/02/2020.