

Title Suit 33 of 2013 (R- 30/15)

Order no. CD dated 21.11.2016

Today is fixed for exparte hearing of the suit. Plaintiff filed a petition for adjournment on the ground that Misc Case 34 of 2016 arising out of this suit is pending for disposal and till the said Misc case is not disposed, the instant suit cannot proceed.

Heard Ld Advocate of the accused. Considered. The prayer is allowed.

Fixing 06.01.2016 for exparte hearing of the suit.

D/C by me

Judge. Small Causes Court
Sealdah

Judge. SCC, Sealdah

Money Suit 15/2013

Further cross examination of PW2 Subrata Kumar Pramanik resumed today on 21.11.2016

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The defendant made some payments but did not the installments as due. We have sent demand notice to defendant. Not a fact that no such demand notice was not sent. Not a fact that defendant having intention to repay the loan, to file the instant suit to harass the defendant.

There is a clause 11(d) in our agreement (Referred Exhibit 3) as regard to arbitration.

If the defendant make payment in the court, we may consider to settle the case subject to approval of the higher authority of our bank. Not a fact that the agreement was procured without stating the contents of the same to defendant. Not a fact that we have not sent any legal notice to the defendant. Not a fact that to make the defendant having badwill in the society, we have filed the case. Not a fact that I have stated falsely knowing the same as false.

(Concluded)

D/Corrected by me

Judge. SCC, Sealdah

Judge. SCC, Sealdah

Money Suit 12/2013

Further cross examination of DW1 Sri Tapas Kumar Basak resumed today on 21.11.2016.

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I never gone through the building plan of revised building plan of the suit property. The property in dispute is G+3 and each floor contained sepearte self contained flat. We have filed another suit for second floor. Then says “No other suits are filed regarding possession”.

We have not lodged any complaint against the insertion of word “3rd floor” instead of “2nd flor” before any forum.

(Para-11 of the WS & para-12 of the chief are referred to the witness). The original agreement is in possession of the plaintiff and this is the correct statement and the statement made in para-11 of my WS filed by my father as regard to handing over the said agreement on 18.05.2007 is incorrect. I have not lodged any complaint before any authority for non-service of copy of the agreement by the plaintiff.

Not a fact that as per instruction of my father, plaintiff made extra work in the 3rd floor of the suit property.

Not a fact that plaintiff kept with them our original electric bill and security deposit receipt wiith them is a false statement.

Not a fact that since 2005, plaintiff is paying electricity bill upto Rs.15,000/- for us and we are not repaying the same.

I have not paid the maintenance charges of Rs.13,600/- from 2005 to 2007 to the plaintiff.

Not a fact that plaintiff is entitled to get Rs.2,41,044/- from us.

Not a fact that plaintiff defrauded us is a false statement.

Not a fact that 3rd floor of the suit property was completed before 2nd floor is a false statement.

Not a fact that the original agreement is in our possession.

Not a fact that we are not entitled to get decree as prayed for.

: C O N C L U D E D :

D/Corrected by me

Judge. SCC, Sealdah

Judge. SCC, Sealdah