

IN THE COURT OF COMMERCIAL COURT (DISTRICT JUDGE CADRE),  
COIMBATORE

COS.No. 18 of 2024

09.10.2025

DW1–Mr.Ashoksharma

Cross examination on the plaintiff side:

I am the Director of the defendant company and we have 5 directors in our company.

Managing Director is Mr.Sunilsharma.

The company was taken over by us in the year 2020.

On behalf of the defendant company who placed the order for machinaries to the plaintiff company, Ans: Our Managing Director.

Do you know the technicalities of the machinaries, Ans: Yes, I know.

Is any of your company official visited the plaintiff's manufacturing unit before the despatching of the machinaries to the defendant's industry, Ans: No.

1<sup>st</sup> time we have seen the machinaries only in Himachal Pradesh in our factory premises.

How long you know the DW2 Subramaniam, Ans: From the year 2022.

Who introduced Mr.DW2 Subramaniam to the defendant's management, Ans: I don't know.

Who introduced plaintiff company to your company, Ans: I don't know.

What is the understanding between the defendant company and the DW2 Subramaniam regarding the purchasing of machinaries, Ans: I don't know.

Was DW2 Subramaniam an advisor of your company, Ans: He was appointed as consultant by our company in June 2021.

Subramaniam is still working with us as consultant and not as employee.

What is the role of DW2 Subramaniam in purchasing the machineries by the defendant company, Ans: I don't know.

Purchase order was placed on 17.04.2021 when the plaintiff company received the entire machinery, Ans: Even now we have not received the entire machinery.

Do you know that the machineries were tested with trial run at plaintiff's place in the presence of your officials and only after your officials were satisfied with the machineries from the plaintiff's unit and were despatched to the defendant's factory premises, Ans: Machines were in loose condition and was in packed in box condition and we never visited the premises of Murugan Foundry.

Was the installation was done free of charge or for cost, Ans: Installation was part of purchase order.

Did you see the invoices filed by the plaintiff in the court, Ans: Yes.

Can you confirm whether all the invoices are produced by the plaintiff or some invoices are left out, Ans: They filed all the invoices.

Do you agree that last set of machineries were despatched on 25.06.2021 from the plaintiff's company to your company, Ans: This is not the last one.

When was the date of last set of despatch of machinery from the plaintiff company to your company, Ans: I forgot the date.

Immediately after the delivery of machineries to your unit, when the defendant company made the protest for the 1<sup>st</sup> time in respect of machineries, Ans: The date I forgot and I have submitted the MOM (Minutes of Meeting in the Court).

Who has prepared the details of defect filed as Ex.B.4, Ans: Mr.Subramaniam.

Two persons are found to have signed in Ex.B.4, Ans: Yes, one signature is mine and other one is the signature of Mr.Subramaniam.

In some of the pages of Ex.B.4 the signatures are found at the bottom of the page after having the blank space in the page you have signed, can you state the reason for the same, Ans: It is practice that we used to sign at the bottom of the page.

Was the Ex.B.4 prepared on 09.01.2025, Ans: Ex.B.4 was prepared when we signed.

The plaintiff say that this Ex.B.4 have been prepared by your company after yourself had entered appearance in the present COS.No.18/2024, Ans: This document was prepared for understanding of defects by the common people and the defects were already noted in the MOM in technical terms.

In Ex.B.4 in one place it is mentioned that the working atmosphere is dusty and the machinery has made the working atmosphere hazardous only due to the atmosphere in your place you faced the such difficulties and not because of machineries, Ans: That unit itself is for dust collection and it has not worked properly.

The plaintiff say that the DW2 Subramaniam being working for your concern from the year 2022 is prepared the Ex.B.4 the way suitable for your stand in the

suit, Ans: In the year 2021 itself we raised all this questions to the plaintiff company and recorded in the MOM.

Ex.B.12 MOM is shown to the witness and was asked the persons who has signed in the said MOM the witness have seen the signature and answered that the Ex.B.12 is signed by one Mr.Anburaj and Mr.Subramaniam.

Who is the said Anburaj, Ans: He was the head of the installation team from Murugan Foundry.

Do you have any records to show that Mr.Anburaj is worked for Murugan Foundry, Ans: Yes.

Can you produce the document for the same, Ans: I already produced.

Do you have any other records with you which are not filed in the court showing that Anburaj was working for plaintiff company/Murugan Foundry, Ans: We have.

Ex.B.12 is not signed by any of the representative of the plaintiff company and the plaintiff say that the Ex.B.12 is not binding on the plaintiff company, Ans: No, Ex.B.12 is signed by the employee of the plaintiff company.

In your case it is mentioned that some other spare parts were purchased by the defendant company in the market, who has suggested your company to purchase those spares, Ans: We were forced to purchase and we were advised by Mr.Subramaniam.

What is the condition of machinery supplied by the plaintiff to your company as on today, Ans: After heavy repairs and after purchasing other components by us the plant is made to running condition.

When was the repairs were made and when was the components were purchased, Ans: I forgot the dates but the documents of purchase were submitted in the court.

When was the repairs were done, was it in the year 2022, 2023 or 2024, Ans: In the year 2022 onward.

When the repair work was completed and from when the machinaries are in working condition, Ans: In June 2023.

If the repairs are already done in the year June 2023 itself and the machinaries are being in a working condition how come on 09.01.2025 Ex.B.4 details of defects were prepared, Ans: This details of defects were prepared on 09.01.2025 only for understanding of non technical persons and the details of defects were already noted in MOM and in project activity sheet.

You said based on the MOM and the project activity sheet Ex.B.4 details of defects were prepared, can you produce those MOM and project activity sheet in this court, Ans: Yes, already I have submitted.

In your plaint in COS.No.7/2025 in Paragraph No. 14 it is mentioned that the lose for the period from September 2021 to July 2024 is mentioned but you have already answered that the defects in the machinaries have been setright in June 2023, if so your claim for damages is not valid, Ans: We were unable to run in full volumes.

In the plaint you have mentioned that your company have purchased spare parts for Rs.74,50,310/–, if so have you returned the spares of the plaintiff company to the plaintiff company, Ans: No, we have not returned.

The plaintiff say that the machinaries are run by your company only with the components supplied by the plaintiff company and not from the spares purchased from the 3<sup>rd</sup> parties, Ans: We have submitted the proof for purchasing of spares from the 3<sup>rd</sup> parties.

The plaintiff say that the invoices submitted for purchase of spares in the present suit by yourself prepared and submitted only for the purpose of the suit and the plaintiff claim that it are all false, Ans: No, it is not correct.

Towards the supply of machinaries by the plaintiff and for its installation it is only the defendants have to settle the plaintiff of sum of Rs.48,95,420/- along with interest as claimed by the plaintiff in the present suit, Ans: No, it is not correct.

The plaintiff say that the supply and installation of the machinaries were completed in the month of July 2021 itself and plaintiff say that the claim made by you in the suit in COS.No.7/2025 is barred by limitation, Ans: No, it is not correct.

The claim made by your company in COS.No.7/2025 towards loss of profit / production for sum of Rs.99,78,310/- is incorrect and it is false, Ans: No, it is incorrect.

The claim made by your company in COS.No.7/2025 for sum of Rs.74,50,310/- for towards purchase of spares is also false and unsustainable claim, Ans: No, it is incorrect.

Towards the purchase of machinaries towards the total purchase price of Rs. 2,16,00,000/- and without paying the said purchase price the action of your company for claiming Rs.1,74,28,620/- with interest unsustainable, illegal and not correct, Ans: No, it is not correct.

The plaintiff say that the plaintiff company have correctly supplied the machinaries and completed the installation process in good working condition and the plaintiff say that your claim in COS.No.7/2025 is unsustainable, Ans: No, it is incorrect.

The plaintiff say that the machinaries supplied by the plaintiff to your company is in good working condition and is working and any defect due to wear entire might have happened due to the mishandling of machinaries by your staffs or operators and the plaintiff is no way accountable for the same, Ans: No, it is incorrect.

The signature of the one Mr.Anburaj in Ex.B.10 and Ex.B.12 is no way connected to the plaintiff and the plaintiff is not responsible for the same, Ans: Not correct, Anburaj was working for plaintiff company.

Do you know that DW2 subramaniam has fixed commission to get the order of purchase machinaries from your company to the plaintiff company, Ans: I don't know.

Only due to some difference between the plaintiff and the DW2 Subramaniam he switched over to your side and have given false report and has furnished false particulars to your company regarding the working of the machinaries, Ans: It is not correct.

The plaintiff say that your suit in COS.No.7/2025 is liable to be dismissed and the plaintiff suit in COS.No.18/2024 is to be decreed as prayed for by the plaintiff, Ans: I don't agree.

Cross examination is completed.

Sd/-K.Hariharan

Judge,  
Commercial Court  
(District Judge Cadre),  
Coimbatore.