Calendar Case	:	C.C. No. 11/2006
Deposition of witness for	:	PW 30
Name	:	S.Muralidharan

Solemnly affirmed in accordance with the provisions of Act X of 1873 on this the 6th day of February, 2020.

Cross Examination by A37 and A46:

Q: Can you answer the question touching the quantum of loan given, repayment, whether any dues are pending and etc., ?

A: I can only state the quantum of loan sanction and released by HUDCO Nivas. I am not aware of details regarding repayment and pending dues.

Q: When you come to court don't you think that the repayment is also a crucial factor that could assist this Hon'ble Court to arrive at a just decision?

A: It is true. However, I am located at Delhi and I am not aware of the loan repayment details in the file which are maintained by Chennai Regional Office.

Q: I put it you that your role in the witness box does not have any significant when you are giving such an answer that "I do not know about the repayments" ?

A: I can only state about what happened in the particular case file as along as I was posted in HUDCO Nivas, Chennai Regional Office.

Q: You were an accused and turned as a "Approver" ?

A: Yes.

Q: Atleast from records available before this Hon'ble Court, can you assist this Hon'ble Court touching the repayments ?

A: In case authenticated records issued by HUDCO Nivas, Chennai Regional Office are shown to me I can definitely assist.

Q: Are you still in service ?

A: Yes, I am still in service. Now, I am the Joint General Manager, HUDCO, Corporate Office, New Delhi.

Q: It is shown that excess loan has been sanctioned to the loanees, do you agree?

A: As per HUDCO File, the competent authority has sanctioned the loan amounts which are mentioned in the HUDCO Loan files.

Q: It is shown as loss to HUDCO Rs.85,23,279/-. Therefore if this amount is paid, no loss to HUDCO (***Sr.P.P of CBI objected since it is a hypothetical question***), what do you say?

A: I am not aware of this figure since it is not were available in HUDCO Nivas loan files.

Q: Refer Ex.P84 and tell to this court it is a call letter and loan amount to disbursed is shown there. Am I right ?

A: In Ex.P84, at page no.52, the loanee has been issued a Call Letter by HUDCO Nivas on 26.07.2002 for release of final installment of Rs.2,46,000/- (Rs.2.46 lakh) against the sanctioned loan amount of Rs.2.46 Lakh.

Q: In Ex.P84, page no. 51 is the Disbursement-cum-Advise Letter. The cheque amount for Rs.2.46 Lakh given to M/s.Sindhu Developers & Promoters (A3) not to Lalitha (A37). Is it correct ?

A: Yes, it is correct. Since the property with which HUDCO Nivas loan was purchased has already been conveyed to the loanee as per the sale deed available at page no.25 of Ex.P84 on 05.07.2002 the loan disbursement has been made to the promoter of the layout which is M/s.Sindhu Developers & Promoters.

Q: Does the sale deed indicates the cheque amount should be given to promoters and not to the loanee, what do you say ?

A: No, it does not indicate that the cheque amount should be given to the promoter. However, the sale deed indicates that the loanee already transferred the certain amounts for purchase of a raw land to the promoter. The remaining portion of the sale consideration is towards development of plot.

Q: How much amount transfer ?

A: She (A37) transferred Rs.48,000/- as per the sale deed (Page no. 23 of Ex.P84).

Q: In Ex.P84 series, at page no. 51, A37 asked to clear the loan amount in a period of 10 years from August-2002 to July-2012 and the monthly installment of Rs.3,389/-. Is is correct ?

A: Yes, it is correct. However, on page 27 of Ex.P84 series, M/s.Sindhu Developers (A3) has indicated on the cost for which the loanee is liable to pay which amounts to Rs.3,20,000/- (Rs.3.2 Lakh).

Q: Is there anything to show that HUDCO agreed with the developer touch this payment of Rs.3.2 Lakh ?

A: Yes, in page 13 of Ex.P84 series, the agreement of sale mentions this amount of Rs.3.2 lakh and this agreement of sale is a part of HUDCO Loan documentation.

Q: Whether this agreement is dated as "05.07.2002" ?

A: Yes.

Q: Page no.51 of Ex.P84 series touching the period of payment from HUDCO is dated as "26.07.2002" and therefore, Sindhu's letter has no effect, what do you say ?

A: There is no such letter. It is only the invoice at page no.27, is the part of the HUDCO loan documentation.

Q: Whether the said invoice taken into the account by the HUDCO ?

A: Yes.

It is correct to say that the applicant has made own contribution of Rs.74,000/- as per the page no.50 of Ex.P84 series.

Q: The amount that was already transferred and this contribution, both should be deducted from the loan amount, Am I right ?

A: No. This amount is to be deducted from the total sale consideration of Rs.3.2 Lakh as mentioned in the invoice at page no.27.

Q: I put it to you that you make the court clear whether the invoice is taken into the account by the HUDCO while asking the loanee to pay Rs.2.46 lakh in a period of 10 years ?

A: Yes, the invoice has been taken into the consideration for loan sanction and the repayment .

Q: Can you show any other document demanding the repayment as said by you ?

A: The loan sanction letter at page no.10 and loan agreement at page no.45 indicate that the loan sanctioned amount Rs.2.46 Lakh and that the repayment shall be over 10 years.

Q: I put it you suggest that you speak only false because at page no.51 of

Ex.P84 series is the final letter sent to A37-Lalitha showing that she should repay Rs.2.46 lakh within the period for 10 years commencing from August-2002 to July-2012 ?

A: No, I am stating the truth. Page no.51 is only a disbursement letter and not a loan sanction letter.

Q: Refer Ex.D1 dated 02.08.2006 and tell this court how much you have demanded from A37- Lalitha ?

A: As per the document shown to me, in the Ex.D1 the outstanding loan amount as 02.08.2006 is shown as Rs.2,63,100/-. The witness adds, the outstanding will also taken into account any default at that time.

Q: See the Ex.D1, part of the conclude stated that "if the amount is cleared, original sale deed will be released ". Is it correct ?

A: Yes, it is true. However as I stated earlier, this also takes into account any defaults prior to that date.

Q: See the Ex.D2 and tell this court whether this Ex.D2 is issued by your HUDCO Department ?

A: Yes, it is correct.

At request of the Learned Counsel, the cross examination in part and adjourned for further continuation.