

DEPOSITION OF WITNESS
IN THE COURT OF PRINCIPAL COMMERCIAL COURT,
EGMORE, CHENNAI.

Dated:03.06.2026

Case Number : C. O.S. No:122/2024
Deposition :PW1
Name : Mr. Prasanchand Goelcha

Solemnly affirmed in accordance with the provisions of Act X of 1872 of Indian Evidence Act, on the 03rd day of June, 2026.

Cross examination

Q1:What is prayer you have sought for in suit?

A: Witness answered by perusing plaint that suit is for recovery of Rs.13,15,301/-.

Q2: Is it correct that the plaint is based on fair rent proceedings initiated by you in RCA No.415/1995 dated 08.08.2002?

A: Yes.

Q3: Is this only case between you and defendants after 2002?

A: Yes.

Q4:I put it to you that you are lying on oath before this court after clearly stating that you understand english?

A: I deny it.

Q5: I put it to you that there was a case in CS.472/2015 before High court and a decree and judgment was passed on 15.04.2016?

A: Witness is silent. Then he answers "Yes". Witness adds that based on partition of properties, a decree was passed and it has nothing to do with this case.

Q6: Is the order copy shown to you is ordered passed in above suit?

A: Yes. It is marked as Ex.B1.

Q7: Is it correct that above order was passed based on joint compromise memo shown to you?

A: Yes. Document dated 15.04.2016 is marked as Ex.B2.

Q8: When was deed of guarantee executed as stated in clause 9 of Ex.B2?

A: I dont remember. (The counsel for plaintiff objected to this question as not relevant)

Q9: I put it to you that you remember well?

A: I deny it.

Q10: I put it to you that as per clause 12 of joint compromise memo, there is no liability except liability found in clause 9?

A: Compromise was entered into with regard to properties only and not fair rent.

Q11: If it is so, why did you mention clause 9 alone?

A: Clause 9 is a dispute between my other brothers and it is no way connected to fair rent.

Q12: I put it to you that all matters and disputes were settled in CS 472/2015 and this suit claim is relinquished based on joint compromise memo and hence nothing was mention in joint compromise memo about this suit except clause 9?

A: I deny it.

Q13: I put it to you that the property in respect of which fair rent was fixed is subject matter in CS 472/2015?

A: Yes.

Q14: I put it to you that after entering into above joint compromise, you have falsely pursued the matter in this suit?

A: I deny it.

No reexamination.

Taken down by me in the open court and
was read over to the witness and accepted by
him/her to the correct.

Principal Commercial Judge
Date:03.06.2026