

BEFORE THE ADDITIONAL MASTER-II
HIGH COURT, MADRAS

C.S.No.761 OF 1990

Date : 12.01.2026

Time : 10.45 AM

Name : D.V.Mahesh (PW1)

PW1 Cross continuation by Learned counsel for the D7 Mr.G.Veerapathiran.

Solemnly affirmed:

Q95: Whether the trust refused the increased rent offered by the 7th defendant?

A: Yes.

Q96: Is it correct to state that the trust has accepted the increased rent for the other tenants?

A: Yes.

Q97: Do you know the reason behind this why the trust has not accepted the increased offered by the 7th defendant?

A: There is no specific reason. The 7th defendant has to vacate. That is the reason.

Q98: Whether this is a public trust or a private trust?

A: Public Charitable trust.

Q99: If it is a public trust, they must have to follow the rules and regulations equally for all the tenants. Why you have not equally treated the 7th defendant?

A: For other tenants they have cleared the problem through mediation. In the case of 7th defendant they have not approached mediation. So, they have to vacate.

Q100: I put it to you that in the mediation itself the 7th defendant has offered to increase the monthly rent from Rs.127/- to Rs.10,000/- per month.

A: Yes.

Q101: Whether you have withdrawn the cases against 13th defendant?

A: No, not yet.

Q102: I put it to you that you have not specifically mentioned the schedule for the 7th defendant alone you have mentioned the schedule for all the tenants in common.

A: Yes.

Q103: Do you know the sq.ft occupied by the 13th defendant?

A: If Court permits I will peruse the records and answer this question. After perusing the records witness answers that the 13th defendant is the tenant of D.No.157 and 158 and D.No.157 is 3,100 sq.ft and D.No.158 is 1,230 sq.ft.

Q104: What is the total area occupied by the 13th defendant?

A: 4,320 sq.ft occupied by the 13th defendant totally.

Q105: Whether they are paying the rent for each portion separately?

A: Yes.

Q106: What is the rent for the D.No.157 and 158 ?

A: For D.No.157 the rent is Rs.28,520/- + Gst per month. For D.No.158 the rent is Rs.18,388/- + Gst per month.

Q107: Therefore, what is the area occupied by the 7th defendant?

A: 1,520 sq.ft.

Q108: What is the reason between the two tenants (7th and 13th defendants) in calculating

the rent for the area occupied by them being a public trust?

A: No specific reason. They have to vacate.

Q109: The building occupied by the 13th defendant, is your building or 13th defendant's building?

A: Land alone belongs to our trust. And the building was constructed by the 13th defendant.

Q110: Who is paying the Corporation Tax and in whose name the property tax stands for the building constructed by the 13th defendant?

A: Trust is paying the Corporation tax in the name of Soundarajan, who is the sub-leasee of the 13th defendant.

Q111: So, there is no direct agreement between the trust and the said Soundarajan (Sub-tenant of 13th defendant). Is it correct?

A: Yes.

Q112: What is the name of the business run by D13?

A: RAHA (Refrigerators and Home Appliances Pvt. Ltd.,).

Q113: Whether all other tenants except D7 entered into compromise at mediation?

A: Yes.

Q114: What is the rent paid by D3 to D16 except D7?

A: I do not remember the rent paid by D3, (V.Sudhakar) and D4 (V.Sridhar). D5, D6, D8, D9, D10 and D11 have vacated and handed over the premises. The rent paid by D12 (Kashmir Art Palace) is Rs.23,053/- per month. The rent paid by D13 (Refrigerators and

Home Appliances Pvt. Ltd.,) is Rs.46,908/- per month. The rent paid by D14 (S.C. Shah) is Rs.17,148/- per month. The rent paid by D15 (Phoenix Agencies) is Rs.13,455/- per month. D15 and D16 are same tenants.

Q115: The rent paid by all the tenants while comparing the rent agreed to increase by D7 (Rs.10,000/- pm) is very very less. What do you say?

A: There is no question of comparison of the rent paid by other tenants and D7. They have to vacate.

Q116: I put it to you that your intention is only to vacate D7 even if he agreed to pay increased rent of Rs.10,000/- per month.

A: Yes.

Q117: The building occupied by D7 is their own building. Is it correct?

A: Yes.

Q118: I put it to you that you being the public trust without following rules and regulations you deliberately filing a suit against D7 to vacate them is incorrect.

A: I deny.

Q119: Moreover, I put it to you that as per the City Tenants Protection Act, they are entitled to purchase the land belongs to the trust.

A: I deny.

Q120: I put it to you that the activities of your trust shows that you are not a public trust and you are acting as a private trust.

A: I deny.

Q121: I put it to you that the suit filed by you is not maintainable and it has to be dismissed.

A: I deny.

Cross Completed by D7 counsel.

Re-Examination:

Q1: What is the number of Probate OP disposed by the Hon'ble High Court?

A: I have to verify the records. After perusing the records witness says that the OP.No.79/1921.

Time : 11.20 A.M

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-II