

BEFORE THE ADDITIONAL MASTER II,
HIGH COURT, MADRAS
C.S.No.761 OF 1990

Date: 18.02.2026

Time :12:43 P.M.

Name : Mr. P.M. Balasubramaniam (DW1)
DW1 Cross Examined by Learned counsel for the Plaintiff Mr.V.Srinivasa
Babu.

Solemnly affirmed:

Q1:Is your father's name is P.R.Madhavan?

A:Yes.

Q2:What was the extent of vacant land leased to your father?

A:60*30.

Q3:Can you tell before this court what was the buildup area constructed in
the leased property by your father?

A:same 60*30 i.e) 1800 Sq.ft in the ground floor as well as in the 1st floor
and 2nd floor.

Q4:Are you running the hotel in the name and style of Hotel Vijaya Lodge
in the suit property?

A:Yes.

Q5:Is it correct to state that Chennai corporation assessed the building and
assigned Door No.3, Pathullos road, Chennai-2 for the leased portion?

A:Yes, Correct.

Q6:Originally the vacant land was leased to Vummadi Ragaiya Chetty and
Guru samy Chetty & Co.,?

A:Yes.

Q7:From whom your father Mr.Madhavan became a sub tenant under the another registered lease deed?

A:From Vummadi Ragaiya Chetty and Guru samy Chetty & Co., my father became a sub tenant under the another registered lease deed. Trust have given permission for sub tenancy also.

Q8:(Ex.P4 is shown to the witness) Kindly see Clause J of lease agreement dated 25.11.1945. Is it correct to state that on termination of the lease the lessee is at liberty to remove the superstructure put up by him together with all fixtures?

A:I am not aware.

Q9:You have entered into a lease agreement on 05.02.1969 there also similar condition was imposed in clause D specified on termination the lessee is at liberty to remove the superstructure put up by him together with all fixtures?

A:I am not aware.

Q10:Did you file any proof before this Hon'ble Court to show your sub tenancy has been approved by the plaintiff trustee?

A:No. I have not filed any document.

Q11:On 20.12.1989 the plaintiff issued Lawyer notice calling upon the defendants 7 to 16 demanding possession and damages for the use and occupation of the lease premises for which did you gave any reply?

A:Yes. We have given a letter to the plaintiffs trust and they have also called a meeting with them.

Q12:You are paying the contractual rent of Rs.127/- Per month to whom?

A:Directly I have paid to the plaintiff trust.

Q13: Is it correct to state that you have taken up an application in A.No.5899/1991 seeking permission to deposit a sum of Rs.6,731/- as arrears of rent representing the land from June 1987 to October 1991 at the rate of Rs.127/- Per month and also sought permission to deposit future rent of Rs.127/- Per month from November 1991 onwards into the credit of suit account till the disposal of the suit?

A:I am not aware of it. But it is in the record. May be my father would have been filed it.

Q14:The Hon'ble Court in the said application by order dated 31.01.1992 directed the 7th defendant/Hotel Vijaya Lodge to deposit the amount into the credit of the suit account till the disposal of the suit. What do you say?

A:This order is not for the 7th defendant. There are so many tenants under plaintiff trust it would be for the other tenants. We have paid the rent directly to the plaintiff trust.

Q15: I put it to you that on termination of your tenancy you are bound to hand over the possession to the plaintiff trust.

A: I deny.

Q16: I put it to you that at no point of time the plaintiff accepted the 7th defendant as a direct tenant.

A: I deny. Witness adds: They have agreed and we have paid the rent for land.

Q17: I put it to you that the 7th defendant leased portion can be identified based on the corporation assessment description and therefore no ambiguity in the suit schedule.

A: I deny. I am not aware of this.

Q18: I put it to you that main tenants defendant 1 to 4 have already vacated the suit premises and therefore the 7th defendant being a sub tenant has no locus standi to invoke the provisions under the Madras City tenants protection Act.

A:I deny.

Q19: I put it to you are that you liable to vacate and hand over vacant possession of the lease premises and to pay damages for use and occupation and therefore the suit is to be decreed as against the 7th defendant as prayed for.

A: I deny.

Time: 01:22 P.M.

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

ADDITIONAL MASTER-II