

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 22.07.2024

Time : 12.55 P.M.

Name : Mr.N.Ramachandran (PW 1)

Age : 62 Years

Father's Name : Mr.Narasinga Rao(late)

Residential Address : No.15/2, Nagoorji Rao Street, Triplicane,
Chennai – 600 005.

PW1 Chief Examination by Mr.N.Varadharajan, the learned counsel for the Plaintiff.

Solemnly affirmed:

I am the Power of Attorney Agent of the Plaintiff. I am filing my proof affidavit stating the facts of this case and the same may be treated as part and parcel of my examination-in-chief.

Time: 01.00.P.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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 09.08.2024

Time : 11.00 A.M.

Name : Mr.N.Ramachandran (PW 1)

PW1 Chief Examination Continuation by Mr.N.Varadharajan, the learned counsel for the Plaintiff.

Solemnly affirmed:

The following documents are marked as exhibits.

Ex.P1 is the General Power of Attorney Deed dated 27/11/2023 by the Plaintiff to Attorney.

Ex.P2 is the Hire Purchase Agreement dated 11/06/1998 between Plaintiffs and Defendants 1,2 & 4.

Ex.P3 is the Pronote dated 11/06/1998 by Defendants 1 to 3 in favour of Plaintiffs.

Ex.P4 is the Pronote dated 12/06/1998 Defendant 1 & 2 in favour of Plaintiff Original.

Ex.P5 is the Undertaking Letter dated 20/06/1998 by 1st Defendant to Plaintiff in respect of Pronote dated 11/06/1998.

Ex.P6 is the Undertaking Letter dated 25/06/1998 by 2nd Defendant to Plaintiff in respect of Pronote dated 11/06/1998.

Ex.P7 is the Memorandum of Deposit of title deeds dated 07/07/1998 by 1st Defendant in favour of Plaintiff Original.

Ex.P8 is the Memorandum of Deposit of title deeds dated 07/07/1998 by 2nd Defendant in favour of Plaintiff Original.

Ex.P9 is the Acknowledgment of Debt letter dated 10/02/2000 by 1st Defendant to Plaintiff.

Ex.P10 is the Acknowledgment of Debt letter dated 10/02/2000 by 2nd Defendant to Plaintiff.

Ex.P11 is the Advocate notice dated 11/05/2001 by Plaintiff's Advocate to Defendants 1 to 3.

Ex.P12 is the Acknowledgment of Debt letter dated 09/06/2001 by 2nd Defendant to Plaintiff.

Ex.P13 is the Reply Notice dated 30/07/2001 by 1st and 2nd Defendants Advocate to Plaintiff.

Ex.P14 is the Rejoinder notice dated 25/08/2001 by Plaintiff's Advocate to Defendants' Advocate.

Ex.P15 is the Statement of Account Plaintiff and Defendants in respect of H.P. Agreement dated 11/06/1998.

Ex.P16 is the Statement of Account Plaintiff and Defendants in respect of Pronote dated 11/06/1998.

Ex.P17 is the Statement of Account Plaintiff and Defendants in respect

of Pronote dated 12/06/1998.

Ex.P18 is the Sale deed dated 12/09/1993 by P.C.Saroja to K.Mariappan.

Ex.P19 is the Encumbrance Certificate for the period 1987-2002 by Sub Registrar Office to Plaintiff.

Ex.P20 is the Sale Deed dated 12/09/1993 by P.K.Krishnamurthy to K.Mariappan.

Ex.P21 is the Encumbrance Certificate for the period 1987-2002 by Sub Registrar Office to Plaintiff.

Ex.P22 is the Sale Deed dated 12/12/1969 by S.Kamaluddin to N.S.Vasanth.

Ex.P23 is the Sale Deed dated 24/04/1971 by N.S.Vasanth to Kaliammal & others.

Ex.P24 is the Sale Deed dated 24/09/1987 by N.Ramaswami & others to Sundaraj.

Ex.P25 is the Sale Deed dated 24/09/1987 by N.Ramaswami & others to L.Venugopal.

Ex.P26 is the Sale Deed dated 18/09/1996 by L.Venugopal & others to Muthulakshmi.

Ex.P27 is the Encumbrance Certificate for the period 1986-2001 by Sub-registrar officer to Plaintiff.

Ex.P28 is the Encumbrance Certificate for the period 2001-2002 by Sub-registrar officer to Plaintiff.

Ex.P29 is the Sale Deed dated 04/07/1975 by S. Abbas to Mariappan.

Ex.P30 is the Sale Deed dated 07/07/1980 by R.Mariappan to R.Visalakshi.

Ex.P31 is the Sale Deed dated 17/08/1989 by R.Visalakshi to M.Muthulakshmi.

Ex.P32 is the Encumbrance Certificate for the period 1986-2001 by Sub-registrar officer to Plaintiff.

Ex.P33 is the Encumbrance Certificate for the period 2001-2002 by Sub-registrar officer to Plaintiff.

Ex.P34 is the Sale Deed dated 09/02/1996 by R.S.Shanmughavel to M.Muthulakshmi.

Ex.P35 is the Encumbrance Certificate for the period 1987-2002 by Sub-Registrar officer to Plaintiff.

Ex.P36 is the Encumbrance Certificate for the period 2002-2003 by Sub-registrar officer to Plaintiff.

Time: 11.35 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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 26.11.2024

Time : 12.50 P.M.

Name : Mr.N.Ramachandran (PW 1)

PW1 Cross Examination by Mr.T.Dhanasekaran, the learned counsel for the 2nd Defendant.

Solemnly affirmed:

Q1: What is your name?

A: Ramachandran.

Q2: How do you know the plaintiff?

A: I was worked with him.

Q3: For how many year you have been working with the plaintiff?

A: Around 30 years.

Q4: Plaintiff is a individual person or a Company?

A: It is a Vehicle Finance Company.

Q5: Which year you join in the plaintiff's company?

A: In the year 1978.

Q6: Have you filed your appointment order in this case?

A: No.

Q7: Have you stated the same in your proof affidavit?

A: No.

Q8: Do you the facts of the case?

A: Yes. I know.

Q9: Did the plaintiff given power of attorney on your behalf to contest the case?

A: Yes.

Q10: Is the power of attorney is registered one or unregistered one?

A: I have given it to my counsel.

Q11: What is your educational qualification?

A: B.Sc. Discontinued.

Time: 01.00 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 12.03.2025

Time : 12.56 P.M.

Name : Mr.N.Ramachandran (PW 1)

PW1 Cross Examination Continuation by Mr.K.V.Subramaniam, the learned senior counsel for the Defendants.

Solemnly affirmed:

Q12: Is the Plaintiff is an individual person?

A: Yes.

Q13: Whether the plaintiff had obtained any license from the authorities to conduct the business?

A: Yes.

Q14: Whether you have filed the same?

A: No.

Q15: Whether the plaintiff is related to you?

A: No. He is not related to me.

Q16: Whether the Defendant 1 and 2 are related to the plaintiff?

A: No.

Q17: Is it correct to state that the defendant belongs to Madurai?

A: Yes.

Q18: Whether any other transaction between the Defendant 1 and 2

and the plaintiff in the relevant point of time?

A: No.

Q19: Is it correct to state that the plaintiff is a Pawn Broker?

A: No. Transport Business.

Q20: Is it correct to state that for doing transport business office and connected documents are available in format?

A: Yes.

Q21: Is it correct to state that you are using the format are in English?

A: Yes.

Q22: Whether any translator in your office to translate the contents of the document to illustrate customer?

A: No. My owner himself will translate and explain the contents.

Q23: Whether any statement obtained with regard to the translation?

A: No.

Q24: As per your plaint there is one cause of action for hire purchase of Lorry. Is it right?

A: Yes.

Q25: Ex.P2 is shown to the witness. Is there any special adhesive stamp affixed in Ex.P2?

A: Yes.

Q26: Whether any signature obtained on the stamp?

A: No. We usually not obtained any signature on the stamps.

Q27: In Ex.P2 why the X mark was found in the place marked for

hirer?

A: It was for affixing signature.

Q28: In the document itself there is a column for hirer signature. Then what is the necessity for X mark?

A: For indicating the hirer to affixing his signature.

Q29: I put it to you that you have obtained the signature in the Blank format that is why you have marked as X?

A: I deny. We do not obtain any signature in Blank format. After filling up the columns only we used to obtain signatures.

Q30: Why X mark has not been obtained in Guarantor Place?

A: For Hirer we marked as X and For Guarantor we marked as G.

Q31: I put it to you that the Ex.P2 Hire Purchase Agreement is not a true one you have obtained the signatures in blank formats?

A: I deny.

Q32: Ex.P2 is shown to the witness. Is there any word “ Penal Interest” mentioned in Ex.P2?

A: No word mentioned as Penal Interest but additional financial charges has been mentioned.

Q33: Have you filed any document for the meaning of additional financial charges?

A: No.

Q34: Is Pronote transaction is a separate one?

A: Yes.

Q35: Ex.P3is shown to the witness. Is there any mentioning about

Hire Purchase Agreement in Ex.P3?

A: No.

Q36: How many Pronote were obtained?

A: I do not remember.

Q37: Ex.P3 is a printed format to be filled up. Is it right?

A: Yes.

Q38: Ex.P5 is shown to the witness. Ex.P5 relates to what transaction?

A: It relates to pronote transaction.

Q39: Ex.P4 is shown to the witness. In this document also there is no mentioning about hire purchase agreement?

A: Yes.

Q40: Ex.P4 is shown to the witness. Is it correct to state that Ex.P4 is also a Demand Promissory Note transaction?

A: Yes.

Q41: Ex.P4 is shown to the witness. In this document after the word on demand there is a gap showing a line also to be filled up in that only an X mark has been put. No name or names have been mentioned there. Am I right?

A: We do not mention any name in that place. We means undersigned persons. I has been striked out in the Ex.P4 document. **We** is taken up.

Q42: I put it to you this itself indicate that the signatures are obtained in blank papers?

A: I deny.

Q43: Ex.P3 and Ex.P4 there is no mentioning of witnesses name. Is it correct?

A: Yes.

Q44: In both the exhibits Ex.P3 and Ex.P4 after the word value received, on which date the consideration was received was not mentioned?

A: Yes.

Q45: I put it to you that Ex.P3 and Ex.P4 are the documents does not indicate any passing of consideration?

A: I deny.

Q46: Ex.P5 & Ex.P6 are shown to the witness. I put it to you that the signatures contained in Ex.P5 and Ex.P6 were obtained in blank stamp papers?

A: I deny.

Q47: I put it to you that the defendants were not given any undertaking to the plaintiff?

A: I deny.

Q48: I put it to you that Muthulakshmi ammal does not know English so the contents were prepared after obtaining the signature in the blank stamp paper?

A: No.

Q49: Neither the first defendant nor the second defendant purchase the stamp paper of Ex.P5 and Ex.P6 you purchase the stamp paper in their names?

A: It is not correct.

Q50: Ex.P8 and Ex.P9 are shown to the witness. These documents also prepared by you after obtaining signatures in the Blank Stamp papers?

A: No.

Q51: The Lorry under hire purchase was sold by whom at what date?

A: I do not know.

Q52: Ex.P17 is shown to the witness. There is no particulars regarding the actual expenditure and liability. Proper book of account is not there. Is it right?

A: This document pertains to pronote transactions.

Q53: Whether separate book of accounts maintained with regard to pronote transaction?

A: I do not know about the same.

Q54: Have you filed any other documents regarding the pronote transaction except the pronote?

A: I do not remember.

Q55: I put it to you that the title documents filed by you were obtained from third party and misusing the same?

A: I deny.

Q56: There is no personal transaction between the plaintiff and the defendants and you obtain the documents from the third party and created false and fabricated documents?

A: It is incorrect.

Q57: Hire Purchase Agreement suit and Pro note suit are different cause of action by clubbing both cause of action in one suit. So the suit is not maintainable?

A: I deny.

Q58: Is it correct to state that the first and second defendant were executed mortgage deed separately?

A: Yes.

Q59: I put it to you that therefore one suit filed by you is not maintainable?

A: I deny.

Q60: I put it to you that with regard to hire purchase for Lorry one and two defendant were paid the loan amount regularly for the balance amount you have ceased the Lorry and sold it and the loan was closed and settled with no dues?

A: No.

Q61: I put it to you that the properties were situated at Madurai so, High Court of Madras has no jurisdiction to entertain the suit as well as in the pecuniary aspects?

A: I deny. Suits was filed on the basis of hire purchase agreement and pronotes so this Court had jurisdiction to try this suit.

Q62: I put it to you that you do not have personal knowledge about the facts of this case and you are incompetent to give evidence?

A: I deny.

Time: 03.55 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 31.10.2025

Time : 11.50 P.M.

Name : Mrs.Muthulakshmi (DW 1)

Age : 59 Years

Husband's Name : Late K.Mariappan

Residential Address : No.23, Annai Vinayagar Koil Street,
Mundri Thope, Anna Nagar, Madurai – 625 020.

DW1 Chief Examination by Mr.T.Dhanasekaran, the learned counsel for
the 2nd Defendant.

Solemnly affirmed:

I am the 2nd Defendant herein. I am filing my proof affidavit
stating the facts of this case and the same may be treated as part and
parcel of my examination-in-chief.

Time: 11.55.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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.413 of 2003

Date : 12.12.2025

Time : 12.10 P.M.

Name : Mrs.Muthulakshmi (DW 1)

DW1 Cross Examination by Mr.N.Nagu Sah, the learned counsel for the Plaintiff.

Solemnly affirmed:

Q1: Do you know the entire facts of the case?

A: I do not know the entire facts.

Q2: What are the reliefs sought for by the plaintiff in this suit?

A: My husband borrowed money from the plaintiff for his business my husband repaid the amount but the plaintiff filed the suit claiming the amount borrowed by my husband.

Q3: Have you gone through the loan documents filed by the plaintiff in this suit?

A: I am illiterate. So I have not gone through the loan documents.

Q4: Did you understood the contents of the plaint through your Advocate?

A: No.

Q5: Except the fact that the suit was filed by the plaintiff for recovery of money, do you know the grounds on which the plaintiff filed the suit for recovery of money?

A: I do not know the reason but my husband borrowed money for the purchase of lorry and he repaid the entire amount of Rs.7,00,000/-.

Q6: How much amount you borrowed for purchasing the Lorry?

A: I do not know the borrowed amount but my husband repaid Rs.7,00,000/- by selling the Lorry.

Q7: Do you know the cost of the Lorry?

A: I do not know.

Q8: Do you know the sale price of Lorry?

A: I do not know. My husband only knows.

Q9: Which date your husband repaid the amount to the plaintiff by your husband?

A: I do not know the date.

Q10: Do you have any receipt for the repayment of Rs.7,00,000/-?

A: No. All the documents were given to my counsel and it was lost.

Q11: Who lost the documents?

A: It was filed in Court we cannot taken back the documents.

Q12: If you have filed the documents in the Court, the Court should have given the diary number. Do you know the Dairy Number?

A: No.

Q13: I put it to you that no documents were filed on your behalf in this suit?

A: I deny.

Q14: I put it to you that your husband has not repaid the loan amount to the defendants.

A: I deny.

Q15: Proof affidavit is shown to the witness. Is this your signature in all the pages?

A: I do not remember when it was signed before 25 years.

Q16: Proof affidavit is shown to the witness. Whether your advocate explain the contents of the proof affidavit in Tamil?

A: No.

Q17: Is it correct to state that you do not know the contents of your proof affidavit?

A: I do not know it was in English.

Q18: Ex.P2 is shown to the witness. Did you sign in the loan documents at Madras?

A: No.. My signatures were obtained by my husband in my house.

Q19: Have you stated the facts in your proof affidavit or in your written statement that you have not come to Chennai and you have signed the loan documents from your house in Madurai?

A: I do not know.

Q20: From where your husband signed in the loan documents?

A: I do not know.

Q21: From whom your husband borrowed the money?

A: I do not know, my husband only knows the borrower.

Q22: Do you know the place of Borrower?

A: I came to know through my husband that the borrower is in Chennai.

Q23: How do you know the Borrower?

A: My husband's maternal uncle know the borrower.

Q24: What is the name of your husband's maternal uncle?

A: His name is Ramaswamy. He is no more.

Q25: Where does Ramaswamy resides at the time of borrowing?

A: He is in Chennai at that time.

Q26: Is it correct to state that Leyland lorry was purchased in your name?

A: Yes.

Q27: Is it correct to state that you have borrowed Rs.2,00,000/- from the plaintiff for the purchase of Leyland Lorry?

A: I do not know. My husband only borrowed the money.

Q28: Whether the lorry was purchased by your own saving or by borrowing the money?

A: We had some amount of our own savings. We borrowed the Balance amount.

Q29: Do you know the date on which the lorry was sold and the sale price of the vehicle sold?

A: I do not know the date of sale and sale price.

Q30: Ex.P2 is shown to the witness. Is it your signature in Ex.P2?

A: Yes.

Q31: You have signed in all the 4 pages of this document (Ex.P2)?

A: Yes.

Q32: Who is Balasubramaniam?

A: He is the son of third defendant Ramaswamy.

Q33: Ex.P2 is shown to the witness. Is it correct to state that in Ex.P2 below your signature your husband Mariappan and Balasubramaniam has signed?

A: Yes. Mariappan and Balasubramaniam were died.

Q34: When Ramaswamy passed away?

A: I do not know the date of death of third defendant Ramaswamy. Within one year from the date of death of my husband.

Q35: When Balasubramaniam died?

A: Recently 15days back.

Q36: Is it correct to state that you have agreed to repay the loan amount Rs.2,00,000 as principal and Rs.1,00,000/- towards interest in 30 installments at the rate of Rs.10,000/- per amount?

A: Yes. But my husband repaid the entire amount.

Q37: When and how much amount your husband repaid the loan amount?

A: I do not know.

Q38: Have you got any proof for the repayment of the total hire purchase loan amount to the plaintiff?

A: No. My husband repaid the amount in part payments and thereafter he sold the lorry and repaid the balance amount and closed the loan account.

Q39: When and how much your husband repaid part payments and do you have any proof for such part payments?

A: I do not know and I did not have the proof for such part payments.

Q40: Is it correct to state that the hire purchase loan amount is repayable in 30 monthly installments commencing from 11.07.1998 to 11.12.2000?

A: Yes.

Q41: I put it to you that you have not repaid the EMI amount regularly under the hire purchase agreement and you have paid only 4 EMI's.

A: I deny.

Q42: You have to pay the EMI 11th of every month. First EMI of Rs.10,000.- you paid on 20.07.1998, Second EMI of Rs.10,000/- paid on 25.09.1998, Third EMI of Rs.10,000/- 25.09.1998, Fourth EMI Rs.5,000/- paid on 01.12.1998 and balance Rs.5,000/- on 14.01.1999. Is it right?

A: Yes.

Q43: I put it to you that as per Ex.P2, you have to pay the monthly EMI month to month without default. On your failure to pay the monthly installments you have agreed to pay penal interest @ of 30% P.A for the defaulted EMI.

A: I deny.

Q44: Have you gone through the statement of accounts Ex.P15 about the payments made by you in respect of the Hire purchase agreement?

A: No.

Q45: Ex.P11 is shown to the witness. Is it the legal notice issued by the plaintiff for the default of loan amount under the hire purchase agreement?

A: Yes. My husband had given reply as he repaid the entire loan amount.

Q46: Do you know the fact that after receipt of Ex.P11 notice only the Leyland Lorry has been sold for Rs.1,60,000/- and the amount was remitted and adjusted towards the outstanding dues under the hire purchase agreement?

A: Yes. But my husband repaid Rs.7,00,000/- and closed the account.

Q47: As per the hire purchase agreement you have to pay Rs.3,52,000/- with penal interest what made you to pay RS.7,00,000/- to the plaintiff?

A: I do not know. My husband only knows about it.

Time: 01.25 P.M

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

ADDITIONAL MASTER – I