

BEFORE THE ADDITIONAL MASTER II,

HIGH COURT, MADRAS

C.S.No.149 of 2015

Date : 27.02.2025

Time : 04.15 P.M.

Name : S.Leonard Vasanth (DW1)

DW1 Cross Examined by Learned counsel for the plaintiff Mr.Ashok Menon.

Solemnly affirmed:

Q29: What do you mean by administrative purpose?

A: My personal work. But this agreement is not with Murali, with my wife.

Q30: After the agreement of sale 14.12.2011 is it not correct that you told Murali to continue to pay you the monthly rent of Rs.40,000/- so that you could make payments to the HDFC Bank.

A: No, I am not asking anybody to continue the money except rent.

Q31: The plaintiff had a Plot No.92 Rajeshwari nagar, Thandalam Village, Sriperumbudur Taluk. Is it correct?

A: Yes, it is different transaction.

Q32: Dr.Murali sold this plot to you under sale deed dated 01.03.2012. Is it correct?

A: Yes.

Q33: Have you seen the plot no.92?

A: Yes.

Q34: This plot is situated opposite to Hyundai Industry and Sipcot. Am I correct?

A: No.

Q35: The value of this property as on 01.03.2012 was Rs.35 lakhs. Is it correct?

A: No. This property purchased from Rajesh at the price of Rs.58,874/-. He cheated me and sold it for Rs.6 lakhs.

Q36: This document dated 01.03.2012 (Ex.P13) had been drafted by you. Is it correct?

A: No, I am not drafted.

Q37: Who drafted the above sale deed?

A: It was drafted by Dr.Murali/plaintiff.

Q38: I put it to you that Ex.P13 was drafted by you and you went to the SRO you found out the guideline value and since you wanted stamp duty and registration fee to be low, you put the guideline value as the sale consideration in the document.

A: No, it is false.

Q39: Ex.P13 was executed as the value of the property was to be a part of the sale consideration for the suit schedule property.

A: No. At that time Murali demands money, his HDFC cheques were bouncing that is why he sold the property.

Q40: Do you know T.Shanmugam (PW1)?

A: Yes.

Q41: How do you know T.Shanmugam?

A: He came to my office but I forgot the date. He came to my office regarding case discussion.

Q42: Is it above said Shanmugam was your client?

A: Yes.

Q43: Are you aware Dr.Murali had booked 30 plots of extent of 36080sq.ft in Vasundra Garden, Kavanur Village, Arakkonam, in July 2008 and also 16 more plots in a different survey number in the same village?

A: No. Murali not book for above property.

Q44: I put it to you that the above said property was actually belonging to Shanmugam PW1, your client.

A: Yes.

Q45: Dr.Murali paid to Shanmugam Rs.9,75,000/- for the plots in July 2008. Are you aware?

A: No.

Q46: Is it not correct these 46 plots was sold to you by T.Shanmugam under sale deed dated 17.04.2012?

A: 30 plots only sold to me and I purchased with my own money.

Q47: The sale deed under which you purchased from Shanmugam is marked as Ex.P14. Is it correct?

A: I do not know.

Q48: This transaction also was done because the amount involved was part of the sale consideration of Rs.3,35,00,000/- that has been fixed for the suit schedule property. Is it correct?

A: This is not connected with the suit schedule property. It is separate transaction.

Q49: Are you aware that for the balance of sale consideration the plaintiff had approached India Bulls Housing Finance Limited for finance to pay the balance of sale consideration?

A: No, I do not know.

Time : 04.37 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