



BEFORE THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

C.S. No. 149 of 2015

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**Date:28.07.2025
Time: 04.00 P.M.**

Name: S.Leonard Vasanth (DW-1)

Cross Examination by Mr. Ashok Menon, Learned Counsel for the Plaintiff.

Solemnly affirmed:

Q:Is it correct to state that the plaintiff Dr.Murali did not engage or consult any counsel at the time of your first meeting with him?

A:I do not know.

Q:When Ex.P7 (Rental Agreement) and Ex.P8 (Sale Agreement) were prepared, did Dr.Murali to your knowledge consult for assistance from any advocate?

A:Yes.

Q:Did you meet that advocate at any point of time while preparing Ex.P7 and P8?

A:No, I did not personally meet him.

Q:I put it to you that Ex.P7 and P8 were prepared only by you, as you told to the plaintiff as you are a Judge and the plaintiff did not even draft a single sentence of them.

A:Ex.P8 drafted by the plaintiff and Ex.P7 was drafted by me and the plaintiff.

Q:(Ex.P8 is shown to the witness) am I right to say that Ex.P8 is an agreement of sale dated 14.12.2011?

A:Yes.



Q: Am I correct to say that Ex.P8 dated 14.12.2011 is typed on a stamp paper dated 03.01.2012?

A:Yes.

Q: Is it correct to state that Ex.P24 is the copy of petition filed by you in Rental Control Board to evict Dr.Murali.

A:Yes.

Q:Kindly read your address in the cause title of Ex.P24?

A: Leonard Vasanth, S/o. Soosai Marian, No.4/10, Stone Flower Apartments, Padmananban Street, Kodambakkam, Chennai – 24.

Q:am I correct to state that the stamp vendor's address in Ex.P8 is mentioned as No.4/2, Padmananban Street, Kodambakkam, Chennai – 24.

A:Yes.

Q: am I correct to state that the stamp paper in Ex.P7 also purchased from the same vendor with the address at No.4/2, Padmananban Street, Kodambakkam, Chennai – 24.

A:Yes. Witnesses Adds: He is a famous stamp vendor. It is common to the people in Kodambakkam, Choolaimedu and T.Nagar

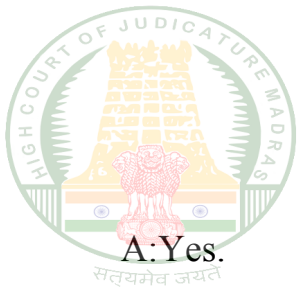
Q:I put it to you that the stamp papers accompanying in Ex.P7 and P8 were purchased by you from the aforesaid stamp vendor.

A:No, I have not purchased the stamp paper.

Q:I put it to you that not only the stamp paper in Ex.P7 and P8 were purchased from the same vendor and they were drafted by you totally, and Dr.Murali did not draft any single word.

A:Ex.P8 was drafted by Dr.Murali and Ex.P7 was drafted by both of us.

Q:am I right to state that in Ex.P8, there is no specific mention as to who has drafted it.



A:Yes.

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Q:Why did you execute an agreement of sale dated 14.12.2011 on stamp paper dated 03.01.2012?

A:He was not ready to execute the document because of lack of money.

Q:I put it to you that you purchased the stamp paper in Ex.P8 dated 03.1.2012, you told the plaintiff to sign, so he believed you and signed the same.

A:I deny the suggestion. I did not prepare Ex.P8

Q:Am I right to say that out of Rs.3,35,00,000, the plaintiff Dr.Murali paid you on 14.12.2011 a sum of Rs.30,00,000/- in cash and handed over two cheques for Rs.20,00,000/- each.

A:No. Witness adds: On 14.12.2011, Dr.Murali had given one cheque for Rs.20,00,000/- after that on 1.3.2012, he has paid Rs.10,00,000/- in cash.

Q:(The witness is shown Ex.P8) Am I right to say that as per clause 3 at page 2 of Ex.P8 you have admitted the receipt of Rs.30,00,000/-

A:(Witness read the aforesaid clause in Ex.,P8). Yes. Witness adds that is wrongly entered. I have received Rs.20 Lakh cheque and Rs.10 lakhs in cash.

Q: Did you inform the plaintiff in writing regarding the mistake found in Ex.P8 after the execution of the same as there was discrepancies?

A:No. Witness Adds: I informed him orally. He said that he will arrange the loan and settle the amount.

Q:Is is not correct to state that you have taken a housing loan from HDFC / 3rd defendant herein to the tune of Rs.70 lakhs.

A:Yes.

Q:When did you take this loan from the 3rd defendant bank?

A:I do not remember the date.



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Q:Am I right to say that it was prior to the execution of Ex.P8, agreement of sale?

A:Yes.

Q:I put it to you that you have received Rs.30 Lakhs in cash and two cheques for Rs.20 lakhs each totally Rs.70 lakhs was given to you to settle your housing loan.

A:I deny. It is a false statement.

Q:When did you come to know that the plaintiff owned an extent of 4,638 sq.ft of land, bearing Plot No.92, Rajeswari Nagar, Sriperumbuthur.

A:I do not remember.

Q:I put it to you that when Ex.P8 was executed itself in Dec. 2011, you knew that the plaintiff owned a plot with an extent of 4,638 sq.ft at Plot No.92, Rajeswari Nagar, Sriperumbuthur.,

A:I knew he had a plot and he told me he wanted to sell that because of cheque bounce.

Q:I put it to you that after execution of Ex.P8, you came to know that the plaintiff had a valuable property at Sriperumbuthur and you suggested the plaintiff that he can sell the property to you and you can adjust the balance payable to the bank.

A:I deny. It is not a valuable property, I handed over Rs.6,00,000/- to Dr.Murali for the price of land.

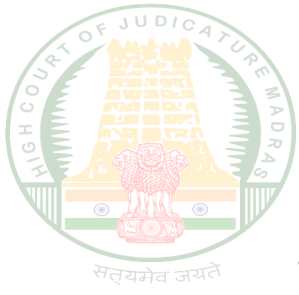
Q:(Ex.P13 is shown to the witness). According to you, by sale deed dated 01.03.2012, the plaintiff sold you the plot at Rajeswari Nagar within two months from Ex.P8?

A:This is not connected with that property and this is a different transaction.

Q:Is is correct to state that you were the purchaser in Ex.P13?

A:Yes.

Time: 04.45 P.M.



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C.V.KARTHIKEYAN, J.

DW-1 is present. Cross examined further. For continuation of cross examination, list the matter before the learned Additional Master – II on 06.08.2025 and again on 07.08.2025. The learned Additional Master – II is requested to allot sufficient time for completing the cross examination.

28.07.2025

smv