

BEFORE THE ADDITIONAL MASTER II,

HIGH COURT, MADRAS

C.S.No.149 of 2015

Date : 14.10.2025

Time : 12.25 P.M.

Name : S.Leonard Vasanth (DW1)

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

Solemnly affirmed:

Q61:You purchased Sri Perumbathur property and Kavanur village property respectively under Ex.P13 & Ex.P14. I put it to you that for Ex.P13 & Ex.P14 you did not pay a single Rupee towards the sale consideration.

A:No. I have bought the Sri Perumbathur Property for Rs.56,874/- but I have paid Rs.6 Lakhs for that property, as well as for Arakkonam property, I have paid Rs.12 Lakhs as sale consideration to Shanmugam but in the document, it is mentioned as Rs.10 Lakhs.

Q62:(Ex.P13 is shown to the witness) Who drafted Ex.P13?

A:Ex.P13 was drafted by Dr.Murali (Plaintiff).

Q63:In which year have you enrolled as an Advocate?

A:2005

Q64:Ex.P13 which was drafted in the year 2012, was prepared by you and not by Dr.Murali?

A:I have not prepared this document it was prepared by only Dr.Murali.

Q65: I put it to you that after preparing the document, you got it signed by a document writer on Page 12 under the column drafted by.

A:I have not prepared the said document. It was prepared by Dr.Murali and after that the document writer would have signed.

Q66:I put it to you that on every page of Ex.P13 you have signed as a purchaser.

A:Yes.

Q67:(Ex.P13 is shown to the witness) I put it to you that on page 4 of Ex.P13, it is stated that the sale is only an adjustment towards the sale by you to Dr.Murali of the suit property.

A:You have wrongly interpreted. I have given Rs.6 Lakhs as sale consideration but in the document it is mentioned as Rs.4,36,600/-.

Q68:(Ex.P15 is shown to the witness) Have you perused the Ex.P15?

A:I have not read through it.

Q69:Are you aware of the contents in Ex.P15?

A:I am not aware.

Q70:I put it to you that you purchased Kavanur Village, Ambattur Taluk Property under Ex.P14 bearing the Document number 3743/2012.

A:Yes.

Q71:You purchased that property from Shanmugam?

A:Yes.

Q72:In Ex.P15, your vendor Shanmugam has stated that the entire sale consideration under Ex.P14 has been paid to him by Dr.Murali?

A:No. It is not written in the document also. Witness adds: Ex.P15 is some kind of Malpractice. Shanmugam has not stated about this Ex.P15, Prior to this document, ExP14 was registered in the registrar's office and the said registered document contains no agreement with anybody.

Q73:Are you aware that in this case your vendor Shanmugam was examined as PW1?

A:No, I am not aware.

Q74:Are you also aware on page 2 of Ex.P15 there is a reference about Ex.P14?

A:No. It is a nonpracticing information.

Q75:I put it to you that the value of the property under Ex.P13 and Ex.P14 were to be added to the advance of Rs.30 Lakhs and adjusted towards the sale consideration of the suit properties.

A:No. This is utterly false.

Q76: (Ex.P8 is shown to the witness) Is it right to state that Ex.P8 is the agreement of sale between you and Dr.Murali?

A:Yes.

Q77:As per Ex.P8, it was dated 14.12.2011. Is it correct?

A:Yes.

Q78:As per Ex.P8, the transaction has to be completed within 3 months. Is it correct?

A:Yes.

Q79:I put it to you that Dr.Murali had informed you that under Ex.P10 India Bulls Housing Finance limited has sanctioned a home loan in favour of Dr.Murali, to a value of Rs.2,47,70,235/-.

A:No. He has not informed anything. Such loan has not been obtained.

Q80:Have you perused the documents filed on behalf of the plaintiffs before deposing the evidence?

A:Yes.

Q81:I put it to you that under Ex.P11, HDFC bank has sanctioned a loan to the plaintiff for sum of Rs.2 Crore.

A:It is a wrong information, he has not obtained any loan.

Q82:Similarly, under Ex.P12 Dewan Housing Finance corporation sanctioned housing loan in favour of Dr.Murali for a tune of Rs.2.40 Crore?

A:He could not mobilize the money and that is why he has not purchased the property.

Q83:I put it to you that the plaintiff repeatedly met you and informed you, regarding obtaining the loan in his favour and you have deliberately avoided to execute the sale deed in favour of plaintiff in order harass him.

A:It is false Dr.Murali has never met me.

Q84:In May 2012 Dr.Murali came to your house and begged you to execute the sale deed but then you refused saying that you wanted Rs.30 Lakhs more towards the sale consideration?

A:It is a false statement.

Q85:Is it correct to state the Ex.P7, the rental agreement between you and Dr.Murali was executed on 25.07.2011?

A:Yes, it was the first agreement.

Q86:I put it to you that only after 4 months, on 14.12.2011, Ex.P8 was executed.

A:Yes.

Q87:On the date of Ex.P7, July 2011 you had borrowed Rs.69 Lakhs from the 3rd defendant (Housing Development Finance Corporation) in this suit and the original documents pertaining to this suit schedule property had been mortgaged with the bank?

A:No. I have got the loan previously.

Q88:On the date of Ex.P7, still the money was due to 3rd defendant?

A:Yes.

Q89:On the date of Ex.P7, the Original Title deeds were with the bank only?

A:Yes.

Q90: So, you have informed Dr.Murali to become the tenant of the suit schedule property as you were unable to release the title documents from the bank and that is why Ex.P7 was executed?

A:No.

Q91:See the peculiar date of Ex.P7, that is 25.07.2011, and in the clause 1 on page 2 it is stated that it will come into force on the same day. Is it correct?

A:Yes.

Q92:I put it to you that you had told Dr.Murali to become your tenant and pay rent for few months, so that you can clear the bank dues and execute the sale deed.

A:False.

Q93:You were unable to complete the bank dues and obtain the document until Aug 2012, Sso you told Dr.Murali to execute a fresh rental agreement dated 11.08.2012 under Ex.P16?

A:False. Witness adds: When I asked him to vacate the property he refused and on his request an other fresh rental agreement was executed. He promised to pay the rent on time and he defaulted the payment of the rent.

Q94:Is it right to state under Ex.P7, the 1st rental agreement, the rent to Rs.40,000/- as with an advance of Rs.4 Lakhs ?

A:Yes.

Q95:Is it right to state under Ex.P16, which was executed after a year the 2nd rental agreement, was the rent Rs.40,000/- and the advance of Rs.4 Lakhs was retained and no fresh advance was taken?

A:Yes.

Q96:I put it to you that the rent was not increased, and the earlier advance was retained under the 2nd agreement Ex.P16 as it was only a temporary arrangement until you received the documents back from the bank.

A:No. It is false. Witness adds: The amount is right but the statement of receiving the documents back from the bank is wrong.

Q97:(Ex.P19 is shown to the witness) This is the first notice sent to the plaintiff dated 08.06.2013 by you?

A:Yes.

Q98:Please read Ex.P19, nowhere in this notice you have mentioned that you were ready to sell the property and the plaintiff has not come forward to purchase the property?

A:Yes, correct. Witness adds: He came as a tenant and he was not having money to purchase the property so he continued as a tenant.

Time : 01:35 PM

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