

BEFORE THE ADDITIONAL MASTER II,

HIGH COURT, MADRAS

C.S.No.149 of 2015

Date : 24.11.2025

Time : 01.10 P.M.

Name : S.Leonard Vasanth (DW1)

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

Solemnly affirmed:

Q99:On the date of Ex.P8 agreement of sale you have not cleared the mortgaged.

A:Yes, I have not cleared.

Q100:Therefore on that date of execution of Ex.P8, you have not obtained any permission from the HDFC bank in which you have mortgaged the property. Am I correct. ?

A: Orally I have got the permission from the bank.

Q101:I put it to you that you have not got any written permission of the bank. Is it correct.

A: Yes, it is correct. Witness adds: I informed the HDFC Bank Manager that I would the settle the mortgaged amount within 3 months.

Q102:(Ex.P19 is shown to the witness) Ex.P19 is the notice dated 08.06.2013 sent by you through your counsel to the plaintiff. Is it correct?

A:Yes.

Q103:After the agreement of sale, Ex.P8 is this first notice that you have sent to the plaintiff is Ex.P19. Is it correct?

A:I do not remember.

Q104:I put it to you that after Ex.P8 the first notice that you sent to the plaintiff is Ex.P19.

A:I do not remember. Witness adds: I think it is the reply notice sent by my counsel to the opposite party's counsel.

Q105:(Ex.P19 is shown to the witness) It is a notice sent by your counsel to the plaintiff and it is not a reply notice as you stated. Is it correct?

A:Yes, correct.

Q106:You had filed the RCOP.No.1198/2013 for eviction against the plaintiff. Is it correct?

A:Yes, I have filed the above said RCOP against the plaintiff for default of rent.

Q107:I put it to you that you have filed that RCOP for eviction on the ground of willful default and owners occupation. Is it correct

A:Yes.

Q108:Am i correct as per the order of the Hon'ble High Court Dr.Murali the plaintiff has deposited Rs.40,000/- in the RCOP every month. Is it correct?

A:Yes.

Q109:You have also been filed petition and withdrawn the money deposited by the Dr.Murali. Is it correct?

A:Yes, correct. I have filed claim form and withdrawn the money.

Q110:(This is served copy of the Petition and affidavit filed by you in July 2024 for withdrawing money from the court. Is it correct?

A:Yes. It is the payment out petition filed by myself.(Served copy of the Petition and affidavit filed by you in July 2024 for withdrawing money from the court as marked as **Ex.P34**)

Q111:When Dr.Murali came as a tenant he paid Rs.4 Lakhs as Advance. Is it correct?

A:Yes, correct

Q112:Under agreement of sale (Ex.P8) he paid Rs.30 Lakhs as Advance sale consideration. Is it correct?

A:Yes. He paid Rs.10 Lakhs in cash and Rs.20 Lakhs by way of Cheque.

Q113:The Total monthly rent has deposited by the plaintiff as on now is Rs.68,40,000/-. Is it correct ?

A:I do not know, about the total amount. I have not calculated.

Q114:(Ex.P8 is shown to the witness) As per Ex.P8 agreement of sale total sale value is Rs.3.35 Crores. Is it correct?

A:Yes, correct.

Q115:I put it to you that by the sale of Arakonnam property Rs.40 Lakhs was adjusted in the sale consideration of Ex.P8.

A:No. In the Arakonnam property document it was mentioned as Rs.10 Lakhs as sale consideration. This property is not related to this case. It is different transaction.

Q116:Similarly, I put it to you that by the sale of Sriperambathur property Rs.35 Lakhs was adjusted in the sale consideration of Ex.P8.

A:No. This property is not related to this case. It is different transaction. I have purchased this property by payment of Rs.6 Lakhs to Dr.Murali but Dr.Murali purchased the same property for Rs.56,784/-

Q117:I put it to you that out of the sale consideration of Rs.3.35 Crores in Ex.P8, Dr.Murali plaintiff has paid you Rs.1,77,40,000/- and the balance is Rs.1,57,60,000/-. Am I correct.

A:No, It is false.

Q118:If Dr.Murali is ready to pay the balance sale consideration are you ready to sell the property to him?

A:No. It is invalid. It is a kind of Malpractice.

Q119:If Dr.Murali is paid the entire balance sale consideration to you are you ready to sell the property to him?

A:He unable to mobilize the money. Sale agreement is also rescinded. He never deposited any amount in the Court.

Q120:I put it to you that Dr.Murali is ready with the balance sale consideration several months back but you never come forward to received the same and fulfill the sale transaction only to harass him.

A:No, false if he is ready with money he can deposit it in the Court.

Q121:(Ex.P34 is shown to the witness) Can you read the address mentioned in Ex.P34?

A:No.4/10, Stone flower apartments, Padmanapan Street, Kodambakkam, Chennai-24.

Q122:Were you residing in the above said address at the time of execution of Ex.P34?

A:Yes, I was residing.

Q123:Are you still residing in the above said address?

A:Yes, I am still residing in the above said address

Q124: I put it to you that the plaintiff Dr.Murali is entitled to get all the reliefs sought in the plaint.

A:No, False.

Time: 01:55 PM.

Time Continuation: 03:05 PM

DW1 Cross Examination by Learned counsel for the Defendant 3 Mr.K.J.Parthasarathy.

Solemnly affirmed:

Q1:(Plaint is shown to the witness) Is it correct to state that Schedule A of the property in the plaint is mortgaged with the 3rd defendant HDFC Bank. Is it correct?

A:Yes.

Q2:(Ex.D1 is shown to the witness) This sale agreement is subsequent to the mortgaged of the Schedule A property in plaint with the 3rd defendant HDFC Bank. Is it correct?

A:Yes.

Q3:The details of the mortgage is not mentioned in the sale agreement (Ex.D1/Ex.P8). Is it correct?

A:Yes, it is correct that the details of mortgage was not mentioned in (Ex.D1/Ex.P8) but the copy of the mortgage deed handed over to the plaintiff.

Q4:Did you get any written consent from the 3rd defendant bank before entering into (Ex.D1/Ex.P8)?

A:No. But I got oral permission from the 3rd defendant bank Manager.

Q5:Can you name the Bank Manager who gave oral permission?

A:I do not remember his name.

Q6:I suggest you that you have not obtained any kind of permission oral or written permission from the 3rd defendant bank.

A:I deny. I obtained oral permission from the Bank Manager.

Q7:(Written statement is shown to the witness) Have you stated in your written statement that you have got oral permission from the 3rd defendant bank Manager?

A:No.

Q8:I put it to you that you have not obtained any permission / no objections from the 3rd defendant bank before entering into the sale agreement with the plaintiff and you are making a false statement on oath. What do you say.

A:I deny.

Q9:Have you discharged the mortgage loan?

A:No.

Q10:I put it to you that the 3rd defendant bank owing to your default had initiated recovery proceedings under the SARFAESI Act against the Schedule A property.

A:Yes.

Q11:Till date the mortgage debt of the 3rd defendant bank had not been discharged by you. What do you say?

A:Yes.

Q12:In the absence of permission/no objections from the 3rd defendant bank you are not entitled to enter into the sale agreement(Ex.D1/Ex.P8) with the plaintiff. What do you say?

A:No. My property value is much more worth than the mortgage amount.

Q13:I put it to you that the total outstanding loan amount with the 3rd defendant bank is Rs.2,33,86,658/- as on date. What do you state.

A:I deny. It is incorrect calculation.

Q14:I suggest you without discharging / paying the above said amount you are not entitled to deal with Schedule A property. What do you say.

A:I deny.

Q15:Are you aware of the fact that the 3rd defendant bank had already proceeded under the SARFAESI Act and obtained orders under section 14 said act to take physical possession of the Schedule A property?

A:No. Already suit is pending before Hon'ble High Court regarding this property.

Q16:What is the particular of the suit pending before Hon'ble High Court?

A:I do not remember.

Q17:I put it to you that there is no suit is pending before Hon'ble High Court regarding Schedule A property and you are making a false statement.

A:I deny.

Q18:I put it to you that Ex.D1/Ex.P8 is unenforceable against the 3rd defendant and not binding on the 3rd defendant.

A:I deny.

Q19:I put it to you that no relief is claimed against 3rd defendant in this suit either by plaintiff and you have not filed any counter claim against 3rd defendant. What do you say.

A:Yes.

Q20:I put it to you that the suit as against 3rd defendant is not maintainable and it is liable to be dismissed.

A:I deny.

Time : 03:40 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