

BEFORE THE ADDITIONAL MASTER II,
HIGH COURT, MADRAS
C.S.No.149 of 2015

Date : 19.01.2024

Time: 03.30 P.M.

Name : R.Murali (PW2)

PW2 Examined in cross by Learned counsel for the 1st, 2nd and 4th defendant Mr.J.Antony Jesus.

Solemnly affirmed:

Q1: What is your occupation?

A: I am a doctor anasthaesist in Prasanth Hospital, Harrington Road, Chetpet.

Q2: What is your monthly income?

A: Approximately Rs.4 to 5 lakhs per month.

Q3: Have you filed any document to show your IT return?

A: No. I filed the same in the RCOP proceedings.

Q4: How do you know the D1, who is the owner of the suit premises?

A: I came to know the D1 through the advertisement in Hindu Daily in the year of 2010 and then I contact Mr.Amalraj through him I came to know about D1.

Q5: Who is Amalraj?

A: The above said Amalraj known to me through mobile number mentioned in the advertisement.

Q6: Are you in possession of suit premises?

A: Yes.

Q7: On what basis you were came into the suit premises?

A: I firstly approach the D1 to purchase the suit property but I came to know the papers relating to the property was available with HDFC bank then asked to enter the premises as a tenant first and then he asked to purchase the same.

Q8: Did you enter any sale agreement at first instance itself?

A: First entered to a rental agreement only.

Q9: What is the date of rental agreement?

A: 25.07.2011.

Q10: Is there any averment in the rental agreement Ex.P7 regarding proposed purchase of suit property?

A: No.

Q11: As per the Ex.P7 rental agreement, what is the monthly rent fixed?

A: Rs.40,000/- towards rent per month.

Q12: There are 2 portions in the suit property. Is it not?

A: Yes, that is 1st floor and ground floor.

Q13: What is the extent of ground floor in which you are in occupation?

A: 1800 sq.ft.

Q14: For what purpose you are getting the suit premises from D1?

A: I got the same for residential as well as professional.

Q15: Is there any mention in Ex.P7 agreement regarding residential as well as clinic?

A: No. It is mentioned as only clinic.

Q16: Is it agreed to raise 5% of rent amount per year in Ex.P7?

A: Yes, it is mentioned. But it is only a formal.

Q17: How much you paid towards rent as on today?

A: I paying Rs.40,000/- through Court.

Q18: A RCOP proceedings was initiated against you by D1 as you are a willful defaulter. Is it correct?

A: Yes. But it is not correct.

Q19: Where is the Suit property situated?

A: Choolaimedu, Chennai. It is 100 meters from Choolaimedu High Road.

Q20: What is the distance from the signal in Choolaimedu?

A: 1 KM.

Q21: Are you sure?

A: I say the distance only in approximate.

Q22: I put it to you that it is less than ½ km?

A: I deny.

Q23: After entering into a alleged sale agreement you have entered into a subsequent rental agreement with the D1 and continued as a tenant. Is it not?

A: No.

Q24: Ex.P16 is shown to the witness. You have entered into a rental agreement dated 11.08.2012 after entering into the alleged sale agreement and the same has been marked as Ex.P16. Is it correct?

A: After sale agreement I paid rent.

Q25: Do you know the sale agreement Ex.P16?

A: It is made ready for IT purpose.

Q26: Is it your signature found of Ex.P16?

A: Yes, my signature.

Q27: Ex.P16 is shown to the witness. Has Amalraj signed as a witness in Ex.P16?

A: The Amalraj only get my signature as it was required for IT purpose. Because I was paying rent after the sale agreement.

Q28: Have you mentioned about the sale agreement in the rental agreement dated 11.08.2012 in Ex.P16?

A: It was prepared by D1 and got my sign for IT purpose through Mr.Amalraj.

Q29: Did you mentioned in your plaint as it was prepared only IT purpose?

A: I do not know.

Q30: I put it to you that you are lying as if the 2nd sale agreement was made ready for the purpose of IT?

A: I deny.

Q31: Whether the RCOP was pending?

A: No. It was already dismissed.

Q32: Whether R.C.A.No. 43 of 2022 is pending?

A: Yes, it is pending and it is only filed for payment.

Q33: You have stated in your plaint that the sale consideration is Rs.3,35,00,000/- . Is it correct?

A: Yes.

Q34: Were you be ready to make payment of above amount within the 3 months mentioned in the sale agreement?

A: Yes.

Q35: Did you send any notice demanding execution of the sale deed within 3 months from the date of execution of sale agreement?

A: No.

Q36: The period for execution of sale deed as per the sale agreement is 3 months?

A: Yes.

Q37: What was the bank balance in your bank account in that 3 months period?

A: I got a sanction approval from India Golds Rs.2.5 crores. I do not remember the exact amount available on my bank account.

Q38: Could you please produce the bank account statement for the period of 3 months?

A: I am not sure.

Q39: I put it to you that you did not have sufficient money for paying the sale consideration for purchasing the property and you were not ready and willing get execution of the sale deed?

A: I deny.

Q40: Have you produced sanction letter from India gold before this Court?

A: Yes. It is marked as Ex.P10.

Q41: Did you send any notice demanding execution of sale deed by mentioning the Ex.P10 sanction letter?

A: No.

Q42: I put it to you that you had no interest to get execution of sale deed by performing your part of contract?

A: I deny.

Q43: What did you do in furtherance of sanction letter Ex.P10?

A: Property was under housing loan at HDFC by D1. In order to retrieve the property by D1 the execution of sale deed was not completed.

Time : 04.20 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