

BEFORE THE ADDITIONAL MASTER II,

HIGH COURT, MADRAS

C.S.No.149 of 2015

Date : 19.02.2025

Time: 04.10 P.M.

Name : S.Leonard Vasanth (DW1)

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

Solemnly affirmed:

Q1: What is your educational qualification?

A: Ph.D in Economics.

Q2: What employment you were in?

A: Advocate.

Q3: When did you enroll as an Advocate?

A: In the year 2005.

Q4: Until 2005 what did you do?

A: Research Associate in Madras University from 1992 – 1997.

Q5: What did you do from 1997 – 2005?

A: During that period I studied Law in Bangalore.

Q6: In the year 2005 you enrolled as an Advocate in Tamilnadu Bar Council or Karnataka Bar Council?

A: TamilNadu Bar Council.

Q7: Are you still in active practice?

A:Yes.

Q8: You purchased the suit property on 11.05.2006 from one Vimala Adaikalam. Is it correct?

A: Yes.

Q9: Is it correct to state that sale consideration was Rs.70,10,001/-?

A: Yes, correct.

Q10: Is it correct to state that you availed loan for Rs.69 lakhs from D3, HDFC Bank?

A: Yes.

Q11: Did you have money on your own while purchasing this property in 2006?

A: Yes, I had money.

Q12: Why did you the avail loan of Rs.69 lakhs when you had enough money to purchase the property on your own?

A: Loan was available from the bank hence I got the loan.

Q13: I put it to you that you did not have money to purchase the suit schedule property on your own and therefore you had availed a bank loan and it had come to the knowledge of plaintiff later.

A: No, I had sufficient money on hand and I gave extra money also.

Q14: In which newspaper you had given advertisement to sell the suit schedule property?

A: I did not give any advertisement in any news paper.

Q15: I put it to you that you gave advertisement in news paper and plaintiff came to know of the same.

A: No. It is a false one.

Q16: I put it to you that in the year 2011 you met the plaintiff along with Mr.Amal raj, property broker and discussed about this deal for the 1st time in Saravana Bhavan Hotel, Vadapalani.

A: I never met them at above said hotel.

Q17: How did this transaction between you and the plaintiff develop?

A: Murali entered into my premises only through tenant agreement through Mr.Amal raj. Then Amal raj and Murali are same community people and relatives.

Q18: When did you meet Mr.Murali for the 1st time?

A: I met him in July 2011 through Amal raj.

Q19: From when onwards you knew Amal raj?

A: 2 years before meeting the plaintiff.

Q20: You are saying that you met Murali through Amal raj for taking the premises on rent. Is it correct?

A: Yes.

Q21: I put it to you that in the year 2011 you met Dr.Murali through Amal raj in Hotel Saravana Bhavan, Vadapalani, where you introduced yourself as Judge and discussed about the selling the property.

A: No. It is false.

Q22: When did you inform the plaintiff that the original documents of the suit schedule property had been mortgaged with 3rd defendant, bank?

A: December 2011, Murali approached me to purchased the property and I had given the copies of document. In 8th page of document speaks about HDFC Bank loan, I showed it particularly.

Q23: I suggest to you that after you met the plaintiff in July 2011, you told him that you could not immediately sell the property to him as the property was mortgaged to the 3rd defendant and you have to clear that mortgage and therefore you told the plaintiff to take possession of the property and pay rent till the sale agreement formality completed.

A: No. It is false and twisted one.

Q24: I put it to you that therefore the rental agreement dated 25.07.2011 (Ex.P7) was thereafter executed between you and the plaintiff.

A: No, only tenant agreement has entered.

Q25: Is it correct to state that monthly rent was fixed as Rs.40,000- in above said agreement?

A: Yes.

Q26: Is it correct to state that Ex.P7 was executed for a period of 11 months and plaintiff gave you Rs.4 lakhs towards advance?

A: Yes.

Q27: I suggest you that in December 2011 you told the plaintiff that you had come to settlement with the 3rd defendant bank and that you were ready to sell the property to the plaintiff.

A: No, it is false one.

Q28: Is it correct to state that you and your wife D2, had executed agreement of sale (Ex.P8) with the plaintiff on 14.12.2011?

A: Yes. It is executed for administrative purpose.

Time : 04.44 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