

BEFORE THE ADDITIONAL MASTER IV,
HIGH COURT, MADRAS

C.S.No.812 OF 2015

Date: 21.03.2025

Time: 12.50 P.M.

Name: Mr.M.Jayam (PW1)

Continuation of Cross Examination by Mr. A.V. Arun, Learned Counsel
for the defendant

Solemnly affirmed:

Q91: Is it correct to state that you have filed an application for
appointment of the Advocate Commissioner to measure the suit property?

A: Yes.

Q92: Is it correct to state that the Advocate Commissioner has measured
the property along with the qualified engineer and the engineer has filed a
report?

A: Yes.

Q93: As per the Engineer's report, is it correct to state that the property
measures 6211 sq.ft.?

A: No, it was 5948 sq.ft.

Q94: Is it correct that the document shown to you is the engineer's report
with sketch annexed?

A: I cannot say from this document. I was informed by my counsel that
they measured the property.

Q95: According to the engineer's report now shown to you, is it correct
that the property measures an extent of 6211 sq.ft.,?

A: According to me, the extent is 5948 sq.ft.,

Q96: (Ex.P13 is shown to the witness.) Who prepared Ex.P13, settlement
deed?

A: It was prepared by the owner.

Q97: Are you acquainted with the witnesses to Ex.P13?

A: No. I do not know them.

Q98: Is it correct that Ex.P13, settlement deed was prepared by the defendant's brother, Shanmugavel at your instance?

A: No. It may be at my counsel's instance.

Q99: (Ex.P1 is shown to the witness.) Does the property measure an extent of 6809 sq.ft., as mentioned in Ex.P1, agreement for sale?

A: No.

Q100: I put it to you that as per the revenue records the property measures an extent of 6011 sq.ft.

A: As per the patta, the property measures 6011 sq.ft. However, the property does not measure the said extent.

Q101: Is it correct to state that you did not engage any other engineer to measure the property other than the one appointed by the court?

A: Yes.

Q102: I put it to you that as per the said engineer appointed by the court, the property measures 6211 sq.ft.,

A: I deny.

Q103: Is it correct to state that no witnesses have attested in Ex.P1, sale agreement?

A: Yes.

Q104: Was this agreement prepared by you through your counsel?

A: I do not remember.

Q105: Is it correct to state that you and the defendant did not sign in Ex.P1, sale agreement at the same place?

A: No, both of us signed at his residence.

Q106: Who were all present at the time when Ex.P1 sale agreement was signed?

A: Myself, my brother and the defendant.

Q107: Is it correct to state that except the three of you, no one else knows about Ex.P1, sale agreement?

A: Only the three of us signed Ex.P1, sale agreement.

Q108: Have you informed anyone about Ex.P1, sale agreement after its execution?

A: I do not remember.

Q109: Did the defendant inform you that he acquired the suit property by way of a family arrangement?

A: Yes, he did inform me.

Q110: Is it correct to state that the defendant obtained the patta for the suit property only as a result of the family arrangement?

A: Yes.

Q111: Is it correct that the defendant gave you a copy of the family arrangement dated 30.07.1978?

A: Yes.

Q112: (Ex.P3 is shown to the witness.) Is it correct that the suit property is as per the sketch annexed to Ex.P3?

A: This sketch is very confusing. It was prepared on their own.

Q113: Is it correct that the defendant informed you that the suit property belongs to him by way of the family arrangement, Ex.P3 and the sketch annexed to it?

A: Yes. He told me that he got the property vide the said family arrangement, Ex.P3.

Q114: Is it correct that based on Ex.P3, family arrangement you and the defendant entered into the sale agreement, Ex.P1?

A: Not based on Ex.P3 alone. He gave me a bunch of documents.

Q115: Is it correct to state that Ex.P13 was not part of the bunch of the documents given to you by the defendant?

A: Yes.

Q116: Is it correct that the defendant gave you the partition deed of 1958, Ex.P2, release deed of 1978, Ex.P4, sale deed of 2005, Ex.P6 and the patta along with the sale agreement, Ex.P1 and Ex.P16, Memorandum recording oral family arrangement – cum – partition of 1992?

A: Yes.

Q117: Is it correct that you entered into the sale agreement believing that the defendant was in possession of the suit property on the basis of the aforesaid documents?

A: Yes.

Q118: I put it to you that 6011 sq.ft., belongs to the defendant as per the aforesaid documents which he agreed to sell to you.

A: I deny. Witness adds: I was informed by the defendant that he was in possession of 6809 sq.ft., as per the document but as per the patta it was 6011 sq.ft., but when it was measured by the engineer appointed by the court, the extent arrived at was 5948 sq.ft.,

Q119: I put it to you that Ex.P1 does not mention the extent of the property as 6809 sq.ft., as per the document but it is only a possessory right.

A: I do not remember correctly.

Q120: I put it to you that the defendant did not agree to sell the property vide any other document other than the documents mentioned above wherein the extent of the suit property is shown as 6809 sq.ft., as possessory right and was 6011 sq.ft., as per patta.

A: Yes.

Time:.01.36 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-IV