

BEFORE THE ADDITIONAL MASTER IV,
HIGH COURT, MADRAS

C.S.No.812 OF 2015

Date: 25.09.2025
Time: 12.49 P.M.

Name: Mr. M. Jayam (PW1)

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

Solemnly affirmed:

Q121: Is it correct to state that the suit property is situated within the
compound wall?

A: Yes.

Q122: Is it correct to state that before entering into the sale agreement the
suit property was not measured?

A: Yes.

Q123: Is it correct to state that the suit property situated within the
compound wall is belonged to the defendant's family?

A: Yes.

Q124: Is it correct to state that the documents related to partition,
settlement and release of the defendant's family were handed over to you
before entering into the sale agreement?

A: Yes.

Q125: Is it correct to state that on the basis of the documents handed over
to you, Ex.P4, sale agreement was prepared?

A: Yes.

Q126: Is it correct to state that you have not given any money except the
advance of Rs.1 crore?

A: Yes.

Q127: Is it correct to state that you have not paid the remaining amount of Rs.9.5 crores within three months i.e, 16.10.2012 as per the agreement?

A: Yes.

Q128: Is it correct to state that you have not issued any notice prior to Ex.P9 informing the defendant that you were ready with the money as per the agreement and provide the necessary documents?

A: Yes, I have not given.

Q129: Is it correct that you have not filed any document to show that you have sufficient money with you to pay the remaining balance as per the agreement?

A: I do not remember.

Q130: Is it correct to state that you have not filed your IT returns and your company's IT return as documents before this court?

A: I do not remember.

Q131: Is it correct to state that Ex.P8 was not brought to the notice of the defendant prior to the issuance of Ex.P9 notice?

A: I do not remember.

Q132: I put it to you that you have not stated about Ex.P8, opinion in your reply notice, Ex.P10.

A: I do not remember.

Q133: I put it to you that the defendant agreed to sell the suit property as it is where is within the compound wall.

A: Yes.

Q134: Is it correct to state that the defendant has agreed to sell the suit property as per the patta, measuring 6011 sq.ft?

A: Yes.

Q135: Did you settle the loan amount which was borrowed from the bank by Subam Tirupur Banian's Company?

A: No. I did not borrow any loan amount. I was working as a manager and I am not the owner.

Q136: I put it to you that you were a guarantor for the loan borrowed by Subam Tirupur Banian's Company and you have not settled the loan amount.

A: I deny.

Q137: I put it to you that you have no money to purchase the suit property and that is why you have been making some excuses.

A: I deny.

Q138: I put it to you that you have not entitled for any relief and the suit is liable to be dismissed.

A: I deny.

Q139: I put it to you that you have not complied the terms and conditions of the agreement.

A: I deny.

Re-Examination : Nil.

Time:.01.10 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