

BEFORE THE ADDITIONAL MASTER – IV
HIGH COURT MADRAS

C.S. No.462 of 2013

Date : 18.07.2024
Time :12.38 P.M.

Name : S.Ramesh (PW1)

Cross Examination : Mr. V. Prakash, Senior Counsel for Mr. K. Krishnamoorthy for Defendants 10 and 11.

Solemnly affirmed:

Q1: You have filed the suit for specific performance of your agreement dated 20.01.2007, is it correct?

A: Yes.

Q2: The above said agreement pertains to 4 grounds and 605 sq.ft in T.Nagar, is it correct?

A: Yes.

Q3: Would I be right in saying that you are one of the owners of the leading company Pothys Silks doing business in T.Nagar?

A: Yes.

Q4: Which property of yours is nearest to the suit property?

A: No.15, Usman Road, T.Nagar ie called as Traditional Store which is the first store in the T.Nagar.

Q5: Whom do you deligate to finalize the sale of the property?

A: I do not deligate. I myself do it.

Q6: Is it correct to state that as a person well versed in business you have checked the title of the vendor?

A: Yes.

Q7: Have you do it personally or with assistance of others?

A: With the assistance of legal team.

Q8: You have sought specific performance on the basis of the title of Rajini K Construction to the schedule mentioned property, is it correct?

A: Yes.

Q9: Whether Rajini K Construction claiming on the basis of the sale deed 29.12.2006 executed by one R. Poornima and Vishal?

A: Yes.

Q10: Have you personally met R. Poornima and Vishal?

A: No. I have not met personally.

Q11: Kindly see the recitals of the sale deed in favour of Rajini K Construction Ex.P1, there was a partition between Lodd Sathyanarayana Dass and his sons S.Ramesh Kumar, Rajendra Kumar and Rajesh on 28.03.1970, is it correct?

A: Yes.

Q12: According to the recitals, Mr Rajendran Kumar died on 25.09.1999 leaving R. Poornima and Vishal and his father Lodd Sathyanarayana Dass and Sumathi Bai as legal heirs, is it correct?

A: Yes.

Q13: According to the recitals, Lodd Sathyanarayana Dass and Sumathi Bai settled their undivided shares in favour of the grandson Vishal, is it correct?

A: Yes.

Q14: Have you met Lodd Sathyanarayana Dass?

A: No.

Q15: (The photocopy of the settlement deed dated 14.11.2005 is shown to the witness.) Is it the settlement deed referred to in the recital registered as Doc.No.2808/2005?

A: Yes. The photocopy of the settlement deed dated 14.11.2005 registered as Doc.No.2808/2005 is marked as Ex.D1.

Q16: In Ex.D1, Lodd Sathyanarayana Dass address shown as 48B/2, General Patters Road, Mount Road, Chennai – 600 002, is it correct?

A: Yes.

Q17: Have you ever verified or your legal officers whether is there an address as mentioned in the said settlement deed for Lodd Sathyanarayana Dass?

A: No.

Q18: I put it to you that there is no such address at all.

A: I do not know.

Q19: In Ex.D1 the identity of Sathyanarayana Dass and Sumathi Bai's signature is there, the identity shown in the Ex.D1 for Sathyanarayana Dass and Sumathi Bai is a ration card number referred to therein, is it correct?

A: Yes.

Q20: Are you aware that the said ration card itself was cancelled?

A: I am not personally aware referred to therein has been cancelled and I came to know about it only through the written statement filed by the D10 and D11.

Q21: The sale consideration referred to in Ex.P1 as of 29th December 2006 is Rs.75 lakhs, is it correct?

A: Yes.

Q22: The above said consideration was based on the sale agreement dated 12.04.2006, is it correct?

A: Yes.

Q23: Within a year, you have negotiated for the said property for Rs.4.50 crores, is it correct?

A: Yes.

Q24: Your sale agreement ie Ex.P7, according to Ex.P7, you have paid Rs.3 crores but nowhere you have stated in the deed that in what manner it has been paid?

A: It has been stated in para 3 about the manner of payment.

Q25: Doing business in T.Nagar you must be aware that there could not have been such an escalation within one year, is it correct?

A: No. Witness adds: There was a escalation because of boom in retail trade that reflected on the real estate markets.

Q26: I put it to you that the vendors set out in Ex.P7 have created the document reflecting low sale consideration for the reason they knew that there was no title for R. Poornima and Vishal.

A: I deny. Witness adds: The difference in sale consideration between Ex.P7 and Ex.P1 is because Ex.P7 requires a right of passage of 1200 sq.ft while Ex.P1 does not have that. There is also one more condition in Ex.P7 relating to preparation and submission of plan to CMDA.

Q27: I put it to you that there is no escalation of Rs.75 lakhs to Rs.4.5 crores due to any real estate boom in T.Nagar.

A: I deny. I find value in that property for that amount.

Q28: As per the extent of land covered under the Ex.P7 and Ex.P1 are the same, is it correct?

A: Yes.

Q29: I put it to you that you had knowledge that Rajini K Construction do not have any valid title in the suit schedule mentioned property but still you entered into an agreement with them.

A: I deny.

Q30: I put it to you that you are not in the possession of the schedule mentioned property at the time of filing of the suit.

A: I deny. I am very much in possession from the year 2007.

Q31: I put it to you that you forcibly took possession from the D10 and D11 for which they have to give a police complaint.

A: I deny. I am in possession of the property from the year 2007.

Q32: I put it to you that vendors to the impleaded defendants D10 and D11 alone have title to the property.

A: I deny.

Re-Examination : Nil.

Time: 01.29 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.