

BEFORE THE ADDITIONAL MASTER-II

HIGH COURT, MADRAS

C.S.No. 709 OF 2013

Date : 23.03.2026

Time : 02.35 P.M

Name : Mr.T.Saravanan (PW1)

PW1 Cross Examined by Learned counsel Mr.M.Sriram for 3, 4, 6 to 8 defendants

Solemnly affirmed:

Q1:What is your educational qualification?

A:I have completed my +2 qualification and Diploma in Printing Technology.

Q2:What is your business?

A:I am running a Printing press namely Gugan Offset Printers.

Q3:What is your average annual income?

A:Approximately Rs.12 Lakhs per annum.

Q4:Are you an income tax assessee?

A:Yes.

Q5:From which year you are an income tax assessee?

A:From the year 1996 onwards.

Q6:Originally the suit property was owned by the 1st defendant C.M.Peranaantham alias Anantham. Is it correct?

A:Yes, correct.

Q7:Is it correct to state that D1 had settled B schedule property in favour of his wife Saraswathy who is the 2nd defendant?

A:Yes, correct.

Q8: Do you know the date of the aforesaid settlement?

A:I do not remember.

Q9: (proof affidavit is shown to the witness) In Para 3 of your proof affidavit you have referred to a General Power of Attorney dated 22.01.2003. Do you have the copy of that?

A:No. I do not have.

Q10:Atleast have you seen the General Power of Attorney dated 22.01.2003?

A:Yes. It was shown by Veerasamy (Power holder)

Q11:Is this Veerasamy related to you?

A:No.

Q12:This Veerasamy is not a party in the present suit. Is it correct?

A:Yes, correct.

Q13:Do you know personally how many tenants were occupying the suit property in the year 2003 onwards?

A:Approximately 12 tenants.

Q14:Have you taken any steps to evict those tenants?

A:No. I have not taken any steps to evict those tenants.

Q15:Is this Sundaramoorthy whom you referred in Para 4 of your proof affidavit is the party to the above suit?

A:Yes, he is not a party to the suit.

Q16:Is this Sundaramoorthy is party to your sale agreement dated 04.07.2008 (Ex.P9)?

A:No, he was not a party.

Q17: Is there any document to show that a sum of Rs.11,50,000/- Per ground was fixed apart from this sale agreement (Ex.P9)?

A: No. There is no separate document.

Q18: What is the extent of A and B schedule of the suit property?

A: Extent of A Schedule property is 24 cents and Extent of B Schedule property is 74 cents.

Q19: Peranantham Pillai(D1) has settled only 74 cents in favour of his wife Saraswathy(D2). Is it correct?

A: Yes, correct.

Q20: This A Schedule property (24 cents) remained with Peranantham Pillai till his demise. Is it correct?

A: Yes, correct.

Q21: (Ex.P2 is shown to the witness) Is it correct to state that the sale agreement dated 06.07.2006 is entered into between M.Sundaramoorthy and K.Veerasingam as Power agent of D2?

A: Yes, correct.

Q22: Ex.P2 is not a registered document. What do you say?

A: Yes, correct.

Q23: You are not a party to Ex.P2. Is it correct?

A: Yes, correct.

Q24: Is it correct to state that the 1st and 2nd defendants did not directly enter into the agreement (Ex.P2)?

A: Yes.

Q25:(proof affidavit is shown to the witness) In para 4 of your proof affidavit you have stated that a sum of Rs.5 Lakhs was received but you have not stated who has received this Rs.5 Lakhs. Who received that amount?

A:Rs.5 Lakhs was received by Saraswathy Ammal(D2).

Q26:How this amount was paid by cash or by cheque?

A:By cash.

Q27:Are you personally aware that this Rs.5 Lakhs was received by Saraswathy (D2)?

A: Yes, I have seen.

Q28:In so far as the B schedule property is concerned have you measured the property with the help of surveyor?

A:No. I have not measured.

Q29:According to you how many grounds are there in B Schedule property?

A:Approximately 16 grounds.

Q30:Likewise how many grounds are there in A Schedule property?

A:Approximately two and half grounds.

Q31: Do you know so far as this suit property is concerned how many sale agreement have been entered into?

A: I do not remember.

Q32:Are you aware that sale agreement dated 06.07.2006 was cancelled by the Subsequent sale agreement dated 04.07.2008?

A: Agreement dated 06.07.2006 was not cancelled.

Q33: (Ex.P9 is shown to the witness) I put it to you that you have not signed in Ex.P9. What do you say?

A: Yes. Witness adds: I have received the sale agreement which was signed by Sarawathy(D2) and Peranantham(D1) and they have received the sale agreement signed by me. Ex.P9 is the sale agreement which was signed by Sarawathy(D2) and Peranantham(D1) and it was given to me.

Q34:Ex.P9 is not a registered document. What do you say?

A: Yes, correct.

Q35:There is no recital in this document (Ex.P9) stating that two copies have been made and D1 and D2 were signed in one document and you have signed in one document and exchanged it. What do you say?

A: I do not remember.

Time : 03:30 PM

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-II