

BEFORE THE ADDITIONAL MASTER – II

THROUGH VIDEO CONFERENCE

HIGH COURT, MADRAS

T.O.S. No. 33 OF 2015

& Tr.Cs.No.67/2020

Date : 13.11.2025

Time : 11.25 A.M.

Name : Mr.Ravichandran Shanmugam (DW1)

Cross Continuation by P.Jagatheesan Learned Counsel for the 3rd
Defendant in Tr.CS.67/2020.

Solemnly affirmed:

Q15:On 10.09.2025, you have deposed before this Court that the original settlement deed is with me, where as on 06.11.2025 to my question you have answered that the original settlement deed is with my mother. What do you say about it?

A:At the time of registration, the SRO issued one original and one duplicate of the original, both verified by the SRO. I have the duplicate of that original.

Q16:Is it correct to state that you have not filed the registered copy before this Court which you have?

A:Yes, Instead I have submitted the certified copy issued by the SRO, Anna Nagar which has been accepted by the Court and I am sure it is accepted by law.

Q17:You have also entered into Memorandum of Agreement on 15.07.2002 under Ex.P5 which you have filed in Court and the Memorandum of Agreement is signed by you, your father and also the builder namely Mr.A.Jenix Dev Singh.Is it correct.

A:I have signed in this agreement and it was filed as a plaintiff side document.

Q18:In para 3 of Page No.6 of Ex.P5 you have agreed to sale and convey by way of sale in favour of 3rd party builder or his nominees the said 975 SQ.FT of land which was described in the C Schedule of this Ex.P5. Is it correct?

A:Yes, it is correct. It is a part of the Joint Power of Attorney given which has not been submitted by the plaintiff side.

Q19:(Unmarked Certified copy of Registered as Document No.371/2002 Joint Power of Attorney executed by you and your father dated 04.04.2002 in favour of Jenix Dev Singh) Is this the Power of Attorney executed on 04.04.2002 in favour of Jenix Dev Singh by you and your father ?

A: Yes, it was given for the entire plot measuring 2 Grounds and 1470 SQ.FT. Certified copy of Registered as Document No.371/2002 Joint Power of Attorney executed by you and your father dated 04.04.2002 in favour of Jenix Dev Singh Marked as **Ex.D3**.

Q20:In Ex.D3, Registered Power of Attorney you have stated that the “Party of the Second Part is also unable to maintain his property and therefore he has decided to dispose of his entire property measuring 975 Sq.Ft”. Is it correct?

A:Yes, correct. Witness adds: It is only partly correct that para also says the party of the second party is also an absolute owner of the piece and parcel of the land. In Plot No. 4222, (T-66). Further the party of the first part, my father has also written that he is also unable to maintain the property. So, both of us jointly decided to dispose the entire property jointly the entire plot measuring 2 Grounds and 1470 SQ.Ft at T-66.

Q21:Except the settlement deed Ex.D1 under which you are entitled to 975 Sq.Ft you do not have any registered document of title to any other extent. Is there any document?

A:It is not correct. We have four sale deeds executed jointly by my self and my father which establishes joint ownership of the property at T-66. 6 Flats were promoted out of which 2 flats (1 & 3) were retained at T-66, which was retained by me and my father.

Q22:Have you filed those above said documents?

A:I have to ask my counsel.

Q23:Are these the 4 sale deeds you mentioned in the answer to Q21?

(1.The Certified copy of the sale deed 13.09.2002 executed by Mr.V.Shanmugam and Mr.S.Ravichandran with the Power Agent Mr.A.Jenix Dev Singh in favour of Mr.V.Dhileepan and Mrs.Kanthi Dhileepan in Document No.3205/2002.

2. The Certified copy of the sale deed 22.01.2003 executed by Mr.V.Shanmugam and Mr.S.Ravichandran with the Power Agent Mr.A.Jenix Dev Singh in favour of Mr.R.V.Mani and Mrs.Sripriya Mani in Document No.162/2003.

3. The Certified copy of the sale deed dated 07.03.2003 executed by Mr.V.Shanmugam and Mr.S.Ravichandran with the Power Agent Mr.A.Jenix Dev Singh in favour of Mr.Harish Viswanathan and Mrs.Jayanthi Srinivasan in Document No.820/2003.

4. The Certified copy of the sale deed dated 31.03.2003 executed by Mr.V.Shanmugam and Mr.S.Ravichandran with the Power Agent Mr.A.Jenix Dev Singh in favour of Dr.Emmanuel Rupert, and Dr.Mary Rupert in Document No.1250/2003.)

A:Yes, It is correct. Certified copy of the sale deed dated 15.09.2002 in Document No.3205/2002 is marked as **Ex.D4**, Certified copy of the Sale deed dated 24.01.2003 in Document No.162/2003 is marked as **Ex.D5**. Certified copy of the Sale deed dated 07.03.2003 in Document No.820/2003 is marked as **Ex.D6**. Certified copy of the Sale deed dated 31.03.2003 in Document No.1250/2003 is marked as **Ex.D7**.

Q24:All the above sale deeds were you have been represented by your Power of Attorney. Is it correct?

A:Yes, Correct

Q25:In all sale deeds namely Ex.D4 to Ex.D7, it is specifically mentioned that the 1st vendor your father has settled a part of his property measuring an extent of 975 Sq.Ft. Is it correct?

A:It is correct. Witness adds: It is part of the entire plot of 2 Grounds and 1470 Sq.Ft which was jointly promoted by my father and myself.

Q26: Is it correct to state that in Page 1 of Ex.D3 Registered Power of Attorney, it is specifically mentioned that “Whereas the party of the First part (Your Father, Shanmugam) is the absolute owner of the House, Ground and premises bearing Door No.1, Plot No.4222, T-66, First Street, Anna Nagar, Chennai-40 measuring 5295 Sq.Ft” and “Whereas the party (Yourself) of the second part is the absolute owner of the piece and parcel of land measuring the extent of 975 Sq.Ft”. Is it correct?

A: Yes, It is correct.

Q27: In Para 6 of Ex.P5 the Memorandum of Agreement in which you are a party it is mentioned that “The party of the second part shall transfer 975 Sq.Ft of the piece and parcel of the land more particularly described in the Schedule “C” hereunder to the party of the third part or their nominee/s. The party of the second part (yourself) is not entitled to claim any constructed area in the building to be constructed by the party of the third part” Is it correct?

A: It is correct. But we have got to understand that what you have said is between me and the builder but as a jointly promoted property me and my father have to share the built area.

Q28: In Para 7(B) of Page 8 of Ex.P5, the Memorandum of Agreement it is mentioned that “ The party of the third part have agreed to pay the balance sum of Rs.17,50,000/- payable to the parties of the first and second parts on or before 30.09.2002. The party of the first part agrees to pay to the party of the second part, a sum of Rs.8 Lakhs towards the cost of the land and the party of the second part agrees to accept the same from the party of the first part towards consideration for the 975 sq.Ft of land more particularly described in Schedule “C” hereunder”. Is it correct?

A: What is written is correct. But No amount was received from my father or the builder instead my father and myself had an understanding that we will share the built area, one flat for me and other one for him and the balance amount was used to liquidate my brother's business debt.

Q29:In Ex.P13, The statement of account of your parents from State Bank of India, it is mentioned that you have received a sum of Rs.8,65,000/- for conveying your land on the following dates namely 20.04.2002 Rs.1 Lakh Cheque No.293354, On 12.08.2002, Rs.90,000/- Cheque No.293366, On 21.09.2002, Rs.3.75 Lakhs/- Cheque No.293373, On 28.09.2002, Rs.3 Lakhs Cheque No.293374. What do you say?

A:I do not agree with the statement because there are alteration and overwriting, moreover if my father had paid for the land he would have taken a release deed from me to cancel the settlement deed which is actually irrevocable and as a joint owner for various purpose namely to pay my brother's debtors by cash and for tax purposes he gave some cheques because due to old age about 80 Years then he could not go to bank and get en-cashed as most of the debtors wanted only cash to settle their debts. Because they did not wanted it to be reflected in their bank account.

Q30:I put it to you that having agreed to sell your share of the land 975 Sq.Ft as found in Ex.P5 for a sum of Rs. 8 Lakhs as agreed to in Ex.P5 and also followed it up by executing four sale deeds in favour of various parties through your power of Attorney Ex.D3 and the above 4 sale deeds (Ex.D4 to D7) all your share of the property vacant site which was owned by you under the settlement. Now, you are telling false stories regarding debts of your brother which is all false and incorrect.

A:I deny. It is not correct. It is not a false story, it is a fact that the property was developed to liquidate my brother's debt. The whole street knows how the debtors troubled my aged parents.

Time: 01:20 PM

Time continuation : 02:25 PM

Q31:Is it correct to state that you executed Ex.D3 Power of Attorney, to Jenix Dev Singh to sell your share of the B Schedule Property?

A:I do not agree. It was mainly given to promote the whole property measuring 6270 Sq.Ft which includes my share of 975 Sq.Ft and it was jointly promoted by me and my father. Witness adds: Therefore it is a promotion of my undivided share.

Q32: Clause I & II of the Power of Attorney which read "The Attorney shall have the power to enter into agreement/s for sale/s with the purchaser/s and to receive advance, to issue valid-receipts, to extend the time for performance, for such price or consideration as the Attorney may deem fit in respect of Schedule -B mentioned property which forms part of Schedule A-mentioned property which the attorney shall have the power to sell the Schedule-B mentioned property as a whole or in parts or undivided shares to various purchaser/s. 2. The Attorney shall have the power to execute sale deed/s or any other deed/s, if necessary, in favour of the purchaser or-purchasers in respect of Schedule-B mentioned property". Based on these clauses said Ex.D3 Power of attorney was acted upon and 4 sale deeds have been executed by the Power Holder (Ex.D4 to D7) therefore, I suggest to you that what all you held have been sold by you.

A: It is not correct. Witness adds: I do not agree because it is a jointly developed property by myself and my father and I have rights over all the 6 flats.

Q33: Have you challenged the sale deeds (Ex.D4 to Ex.D7) saying that you still hold the rights of the land?

A: No. Witness adds: Because there is no point challenging the sale deeds as I have the undivided share in land 50% of both flats (1 & 3) retained among my father and myself.

Q34: Is it correct that you are an attesting witness in Ex.P1 WILL executed by your father registered as document No.78/2005?

A: I signed it under force. Both the brother and my sister forced my father to execute the WILL and forced me to sign as a witness. My father knew very well that he had no right to make the WILL without my consent. They emotionally blackmailed my father and mother that they would boycott my father's 80th marriage celebration and also my brother's in law's threatened my parent's that they would get my brother arrested through Interpol as he absconded after borrowing debts and ran away to the USA.

Q35: I suggest to you at all your answers are false, irrelevant, untrue and against all documents which you have executed.

A: What I have said is correct and I have explained the facts and circumstances under which my father executed the WILL.

Q36:Under the said WILL Ex.P1 your father has given one flat of an area of 1500 Sq.Ft as Item No.1 to your sister Premakumari Rajakannu with undivided share of 940 SQ.Ft and another flat in Item No.2 measuring an extent of 1300 Sq.Ft undivided share of 815 Sq.Ft to Vishnu Dhutta, son of your brother i.e., Grand son of your father along with undivided share of the land which he retained under Ex.P5, Memorandum of Agreement in Para 14 Page 10 of Ex.P5 and covered by Ex.P14, the Builder's allotment letter where by possession of said flats were handed over to your father?

A:The above said WILL is superseded by another WILL which clearly states the fact the both the flats have to come to me and it was made and given to my mother in my absences when I was in Dubai. My mother is holding the document now. That the above WILL(Ex.P1) has been attested by my sister's husband also shows that the above WILL was executed under force. Further, my father has not appointed any executor under Ex.P1 WILL. This clearly shows that the WILL (Ex.P1) was made under force. My father in Ex.P1 WILL has not mentioned why he has denied share to me.

Q37:Have you challenged the said WILL (Ex.P1) by filing any separate suit?

A:I have not filed because I did not want to disturb my aged father and also he assured me that he would cancel this WILL. Accordingly, he has made a new WILL which my mother is holding now and refusing to give. My father did not want my sister's husband Rajakannu and my brother Sridhar to know as they would create more problems for him and he wanted to live a peaceful life.

Q38:Under Ex.P5, Memorandum of Agreement in which you are also a party, your father retained 1755 Sq.Ft of undivided which is now covered under Ex.P1 WILL the said agreement was in 2002 , WILL Ex.P1, is in 2005 and your father died in 2007. All these years you have not challenged or raised objections on any of these documents as your father had separately given you a property which you have sold under Ex.D4 to Ex.D7. Therefore your father has also provided you sufficiently when compare to his daughter and grandson. I therefore put it to you that all that you have stated above are false, untrue and made for the purpose of the case.

A:I disagree. Witness adds: The settlement is still valid and not revoked. If at all my father had given me sufficiently, he would have ask me to execute a release deed and also my father was aware that my sister was provided in 1985 and that she had made an oral agreement and that she would not come to this property this 1755 Sq.Ft undivided land comprises my share also and the WILL was executed in 2005, the year in which my father's 80th marriage celebration and though my father died in 2007 they only tried to probate the WILL in 2014. This delay was to do the probate without my knowledge. In this period, I was asking my mother to release the latest WILL.

Q39:Do you know that your mother was given life interest by your father under Ex.P1 WILL?

A:It has been mentioned in the WILL but the WILL was executed under force and she is under their (My sister and her husband) control. The same way my father was kept under duress by them. I have not been speaking with my mother.

Q40:What is the age of your mother?

A:She is 90 years.

Q41:When did you see her last?

A:I saw her in 2015 and I have not been allowed to see her. I Had been talking to her over the phone. That also is being disconnected by these two peoples because my mother has a hearing problem.

Q42:Have you given single Rupee to your mother in the past 10 Years?

A:No. Because she is getting the rent from my house illegally occupied by my sister and she is also getting pension from the Railways and also my sister and her husband are living under her expenses and also she is paying the expenses for this suit.

Q43: Is it correct that your sister and your brother in law are taking care of your mother and your mother is living with them?

A:No. My mother is living alone with three servants. Witness adds: They are torturing my mother and she is living under duress.

Q44: I put it to you that your mother is not under duress and is taken care of by your sister.

A:She is under duress and is not taken care of. My mother told me this personally.

Cross closed No Re-examination by the plaintiff counsel.

Time: 03:38 PM

Taken down through video conference read over and explained to the witness and the same is admitted by the witness to be true and correct and signed.

ADDITIONAL MASTER-II