

BEFORE THE ADDITIONAL MASTER - II

HIGH COURT, MADRAS

T.O.S. No. 33 OF 2015

Date : 28.02.2024

Time : 12.10 P.M.

Name : Mr.Rajakannu (PW2)

PW2 further Cross Examined by Learned counsel for the defendant Mr.Ashokan.

Solemnly Affirmed:

Q40: Who purchased the suit schedule property?

A: Mr.Shanmugam.

Q41: Whether he executed any settlement deed in favour of the sole defendant S.Ravichandran?

A: Yes.

Q42: What is the extent of the property settled in favour of the defendant?

A: 975 sq.ft.

Q43: Have you seen the settlement deed?

A: No.

Q44: How to say the deceased Shanmugam executed the settlement deed in favour of the defendant Ravichandran?

A: My father-in-law told me.

Q45: As this case Ravichandran and deceased Shanmugam are joint owners of the plaint schedule property. Is it correct?

A: As for as 975 sq.ft is concern Ravichandran is owner.

Q46: Have you admitted Ravichandran and Shanmugam are joint owners?

A: No.

Q47: How to say the defendant and deceased Shanmugam were not co-owners?

A: The above portion only settled in favour of Ravichandran.

Q48: The other flats along with suit schedule property, who executed sale deed in favour of other flat owners?

A: Shanmugam and Ravichandran sold.

Q49: Who executed Power of Attorney in favour of the builder in respect of the plaint schedule property?

A: As for as 975 sq.ft Ravichandran only given power.

Q50: Who obtained Power of Attorney from the defendant Ravichandran in respect of the plaint schedule property?

A: The power was given in favour of DABC Builders.

Q51: After executing Power of Attorney any other document executed by Ravichandran in respect of the property?

A: No.

Q52: Whether Ravichandran executed any release deed in respect of the property?

A: I do not know.

Q53: Have you produced copy of Power of Attorney, release deed or any agreement between Shanmugam and Ravichandran?

A: Memorandum of Agreement filed by me.

Q54: All the document are marked on side of plaintiff were shown to the witness. Which one is Memorandum of Agreement?

A: It is marked as Ex.P5.

Q55: Who executed Ex.P5 in favour of whom?

A: It is executed among V.Shanmugam, Ravichandran and DABC Builders.

Q56: Some other builders name found in the Memorandum of agreement that is Deluxe Builders. Is it correct?

A: Yes. It is mentioned Deluxe Apartment Builders Company it is only DABC company.

Q57: As per Ex.P5 S.Ravichandran, the defendant is a co-owner of the plaint schedule property. Is it not?

A: As for as 975 sq.ft Ravichandran also a co-owner.

Q58: The deceased Shanmugam and 1st defendant entered into builders agreement in respect of the plaint schedule property as co-owners of entire property. Is it correct?

A: No.

Q59: Is it mentioned as stated above in Ex.P5?

A: No.

Q60: What is the amount received under Ex.P5 from builders Mr.Shanmugam and Ravichandran?

A: Amount not mentioned. But it is mentioned as consideration is there.

Q61: Whether that payment was paid by the builder to the defendant and deceased Shanmugam?

A: Yes, by way of Demand Draft.

Q62: I put it to you that the payments made in the Ex.P5 received by whom?

A: I do not know.

Q63: How you get the Ex.P5 memorandum of agreement?

A: It is given to me by my mother-in-law after the death of my father-in-law.

Q64: PW1 that is your wife stated in her proof affidavit all documents including original Will were misplaced and get it from her relatives. Is it correct or not?

A: I do not know.

Q65: Ex.P5 is shown to the witness. Have you signed in Ex.P5 as a witness?

A: No.

Q66: Do you know the contents of the Ex.P5?

A: I known it to some extent.

Q67: You stated earlier above all payments were made by way of DD, but Ex.P5 mentioned as cheque. Which one is correct?

A: Yes, it is mentioned as cheque.

Q68: I put it to you that in Ex.P5 page 8 para 1 Mr.Shanmugam only received the entire amount in his name?

A: Yes.

Q69: The 1st defendant Mr.S.Ravichandran had not received any amount under the said Ex.P5 memorandum of agreement. Is it correct?

A: Yes.

Time : 01.00 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-II