

BEFORE THE ADDITIONAL MASTER-II
HIGH COURT, MADRAS

C.S.No. 78 OF 2022

Date : 04.04.2024

Time : 02.55 P.M.

Name : S.Raghul (PW1)

PW1 Cross Examined by Learned counsel for the Defendant Mr.E.Prabu.

Solemnly affirmed:

Q98: On 31.01.2022 itself when you approached the defendant at her house she had not only refused to give original title document but also told that she will not sell the suit property as you made the statement in your plaint?

A: Yes. The defendant refused hand over the original title document and also refused to repay the advance amount Rs.50 lakhs. But she did not say anything regarding sell the suit property.

Q99: Did you demanded the return of advance amount from the defendant on 31.01.2022?

A: Yes, I demand the return of advance amount but she refused.

Q100: Why you have demanded the defendant to return the advance amount on 31.01.2022?

A: The defendant assured to return the original title document within 15 days from the date of receipt of Rs.50 lakhs but she did not act upon the same. Hence I do not know whether the defendant is interested in proceeding with the sale transaction and therefore I demanded the defendant to return the sale advance of Rs.50 lakhs.

Q101: Is it correct to state that you met the defendant face to face only on 09.04.2022 subsequent to 31.01.2022 as claimed by you?

A: Yes.

Q102: Like wise no one met the defendant on behalf of you from 31.01.2022 till 09.04.2022. Is it correct?

A: No. On behalf of me brokers met the defendant.

Q103: Whether it was stated in your plaint, proof affidavit regarding the fact mentioned in answer to question no.102?

A: No, it is not written.

Q104: According to you nothing fructify despite the brokers met the defendant. Is it correct?

A: Yes.

Q105: Is it correct to state that after Ex.P1 the defendant never visited your office?

A: Yes.

Q106: For what reasons you have stated that instead of giving the flat to the defendant as agreed and you have said to have offered Rs.60 lakhs to the defendant?

A: At the end of March 2022 the defendant informed us she is not willing to accept the flat offered by me and therefore she demanded cash. Therefore I taken a DD for Rs.60 lakhs in favour of defendant and send the same to the defendant through my notice.

Q107: I put it to you that you have admitted after Ex.P1 that is after 01.01.2022 till 09.04.2022 you never met the defendant and therefore your statement that the defendant informed you during last week of March that she is not willing take the flat instead demanded amount towards the cost of the flat is absolutely false.

A: On 12.01.2022 the defendant came to my office to receive Rs.9 lakhs by cash and also further on 31.01.2022 I met her at her house. End of March, 2022 I contacted her through phone and she let us know that she was not willing to accept the flat and after great difficulty I arranged the amount of Rs.60lakhs.

Q108: Is it correct to state that as per your statement after 31.01.2022 you did not met her neither she had visited your office?

A: Yes.

Q109: Therefore I put it to you that your statement in the plaint that during last week of March 2022, the defendant visited you at your office at No.9B, Sakthi Nagar, 1st street, Choolaimedu, Chennai is absolutely false.

A: I do not remember the date since 2 years passed. As far as my memory I contacted her only through the phone.

Q110: I put it to you that at all material points of time you have never come forward to and took any steps to give the residential flat to the defendant towards your part of contractual obligation under Ex.P1.

A: From my part of agreement I have paid that Rs.50 lakhs as per the contract. She supposed to handover her original document to me after cancellation of MOD and she has not done that so I have not produced her any original document related to this flat.

Q111: You have not stated in your plaint and proof affidavit that you have allegedly produced the photocopies of documents relating to the flat for the perusal of the defendant. Is it correct?

A: I have not mentioned in the plaint and proof affidavit, but I have given it to her.

Q112: I put it to you that you did not come forward to show the flat which you have agreed to give it to the defendant and also did not provide the any documents to the defendant to check the legal validity of the documents relating to the flat.

A: Before the agreement was made the defendant came and verified the property along with her daughter and also the documents.

Q113: I put it to you that your statement that the defendant and her daughter visited the flat and verified the documents regarding the flat even prior to Ex.P1 is a false statement made with an afterthought that is why you did not pleaded the same either in plaint or in your proof affidavit.

A: I deny.

Q114: I put it to you that you did not deny the statement made in para 8 of the written statement filed by the defendant either in your proof affidavit or by filing reply statement.

A: It is not mentioned in proof affidavit but I am ready to sell the flat or ready to provide the cash Rs.60 lakhs.

Q115: I put it to you that you have not made any efforts regarding the flat offered to the defendant either by furnishing the documents or by showing the flat or by preparing the sale agreement in respect of the flat to perform your part of obligation and that is why the defendant refused to handover the original documents of the suit property.

A: I deny. Witness adds: I have already paid Rs.50 lakhs and she has to provided the original documents as I do not have any hold for providing Rs.50 lakhs and I am unable to proceed further.

Q116: I put it to you that you have breached the contractual terms of Ex.P1.

A: I deny. Witness adds: She has breached the agreement by not providing the document within 15 days as per previous question.

Q117: I put it to you that the defendant never rejected the proposal of allotment of flat to her not demanded Rs.60 lakhs instead as alleged by you?

A: I deny. She refused to take the flat at the very end of the agreement.

Q118: I put it to you that you are giving false evidence now as if she rejected the flat offered to her.

A: I deny.

Q119: Have you prepared the draft sale deed in the non judicial stamp paper?

A: Yes.

Q120: Have you produced the alleged drafted sale deed in non judicial stamp paper before this Hon'ble High Court?

A: No, I have not provided.

Q121: Can you produce the draft sale deed prepared in the non judicial stamp paper tomorrow before this Hon'ble High Court?

A: Yes, I can produce.

Q122: When did you prepared the draft sale deed in non judicial stamp paper?

A: I do not remember the date.

Time : 04.00 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