

BEFORE THE ADDITIONAL MASTER-II

HIGH COURT, MADRAS

C.S.No. 78 OF 2022

Date : 05.04.2024

Time : 12.15 P.M.

Name : S.Raghul (PW1)

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

Solemnly affirmed:

Q123: Did you bring the draft sale deed allegedly prepared and available with you?

A: No. I am unable to produce the document. It has been misplaced during the relocation of office.

Q124: When did you relocate your office?

A: Somewhere around end of 2022.

Q125: When did you filed this proof affidavit into the Court?

A: 27th September 2023.

Q126: Have you stated in your proof affidavit that the alleged draft sale deed that you have prepared and kept with you had been misplaced during alleged shifting of the office?

A: Not mentioned because it came to my knowledge just now.

Q127: I put it to you that you have never prepared the alleged draft sale deed and as an afterthought you are deposing false evidence as if there was draft sale deed is prepared and misplaced.

A: I deny it.

Q128: I put it to you that it is false to state as per para 11 of your plaint, that the defendant sought 10 days time to register the sale deed in your favour.

A: I deny.

Q129: I put it to you that even on 10.04.2022 when you have visited the defendant she has categorically told you that the agreement has already lapsed and she will not execute the sale deed.

A: I deny. No such reply given by the defendant.

Q130: What action you have taken after 10.04.2022 before filing this suit?

A: I have filed only this suit.

Q131: Did you ever visited the Registrar Office?

A: I visited the Registrar Office on 29.04.2022.

Q132: I put it to you that in response to your advocate notice dated 14.04.2022 the defendant informed you that since you have failed to give the document in respect of the flat and failed to perform your part of contractual obligation and there by allowed the agreement to get terminated by efflux of time and she is not bound to execute the sale deed and expressed her willingness to return the advance amount.

A: At the end of the March 2022 the defendant shown dis-interest towards purchase of the flat and demanded amount of Rs.60 lakhs in cash. She has forced me to lapse the agreement time and hence I have taken DD as stated above.

Q133: Have you produced any document namely any letter to show that the defendant did not want to take the flat and instead demanded cash towards the same.

A: I have no document but I have mentioned in my plaint.

Q134: In your plaint and proof affidavit you have said that “with great difficulty” you have mobilized Rs.60 lakhs taken DD on 12.04.2022. Did you mean to say that you have been compelled to borrowed money.

A: No I was not compelled to borrow but I had that Rs.60 lakhs to be invested on a different property because of this incident I unable to do that that is why I mentioned my difficulty.

Q135: I put it to you that you are not ready to perform your part of contractual obligation as per the terms of Ex.P1 and therefore you are not entitled to any relief?

A: I deny.

Q136: I put it to you that you have attempted to vary the terms of contract and refused to provide the flat and unilaterally informed the defendant to receive Rs.60 lakhs and to execute the sale deed instead of flat and that too only after expiry of the sale agreement.

A: I deny. During the end of March she has only breached the terms of contract by not accepting the flat.

Q137: I put it to you that you are only entitled to refund of the amount.

A: I deny.

Time : 12.40 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