

BEFORE THE ADDITIONAL MASTER IV,
HIGH COURT, MADRAS
T.O.S.No.39 OF 2016

Date: 07.01.2026

Time : 12.51 P.M.

Name : Mr. G.T. Raman (PW1)

Cross Examination by Mr. Dhilip Roshan .O.G, Learned Counsel for the
2nd defendant.

Solemnly affirmed:

Q1: Is it correct to state that your father's first wife, Mrs. Esther had 4 children?

A: Yes.

Q2: How was your father's relationship with the four children?

A: They were in good terms.

Q3: Is it correct that he loved all of them equally?

A: Yes.

Q4: (Proof Affidavit is shown to the witness.) In para 7 of your proof affidavit, you have stated that despite your father's repeated requests to the Tamil Nadu Slum Clearance Board to register the sale deed in his name, the board did not heed to his request, is it correct?

A: I do not remember.

Q5: Have you or your father, at any point of time, written any letter to the Tamil Nadu Slum Clearance Board asking them to register the sale deed in your father's name?

A: I am not aware whether my father has sent any letter. I have not sent any letter.

Q6: Have you filed any document sent to the Tamil Nadu Slum Clearance Board before this Hon'ble Court?

A: No. Witness adds: After my father's lifetime, I did not send any letter.

Q7: You have filed some receipts for the payments made to the Tamil Nadu Slum Clearance Board by your father with regard to Lease cum Sale Agreement. Can you say the date of the last receipt?

A: After my father's lifetime, I had received some bills for payment of the balance which I had paid. I have submitted the said receipts into court.

Q8: I put it to you that with regard to the Lease cum Sale Agreement entered into by your father with the Tamil Nadu Slum Clearance Board, the last receipt filed into court is of the year 1988 and that you have not filed any receipt thereafter.

A: I have filed those receipts until the lifetime of my father.

Q9: (Ex.P3 is shown to the witness.) Is this the Lease cum Sale Agreement entered into by your father, Thangaswamy and Tamil Nadu Slum Clearance Board on 31.12.1983?

A: Yes.

Q10: Kindly see para 5 of Ex.P3, I put it to you that clause 2 and the sub clauses therein are in respect of the EMIs to be paid over the course of several years.

A: Yes.

Q11: Is it correct to state that in Sub Clause 1 of Clause 2 of Ex.P3, it has been stated that the sum of Rs.41 has to be paid as EMI as sale fee over a period of 10 years from 01.02.1984?

A: Yes.

Q12: Is it correct that in the Sub clause 2 of Clause 2 of Ex.P3, it has been stated that the sum of Rs.8 has to be paid each month towards enjoyment fee for a period of 20 years from 01.02.1984?

A: Yes.

Q13: Is it correct that in the Sub clause 3 of Clause 2 of Ex.P3, it has been stated that the sum of Rs.2 has to be paid each month towards maintenance fee for a period of 5 years from 01.02.1984?

A: Yes.

Q14: I put it to you that your father has only paid the aforesaid fees until 1988 and has not paid them over the period mentioned in the aforesaid clauses.

A: I am not aware whether he had paid them or not. But I have paid several bills after my father's demise.

Q15: (Ex.P11 is shown to the witness.) Is the Ex.P11, the show cause notice dated 06.02.1988 issued to your father by the Tamil Nadu Slum Clearance Board to pay the EMIs agreed upon in agreement dated 31.12.1983?

A: Yes.

Q16: In the second page of Ex.P11, it is mentioned that 50 EMIs have not been paid towards the lease cum sale agreement dated 31.12.1983?

A: Yes.

Q17: (Ex.P16 is shown to the witness.) Is this the No Objection Certificate dated 09.05.1989 issued by Tamil Nadu Slum Clearance Board to your father for building a house in the suit property?

A: Yes.

Q18: Is it correct that four conditions have been cited in Ex.P16 for construction of a house by raising a loan?

A: Yes.

Q19: Is it correct that the 2nd condition states that the allottee will be provided with a sale deed after five years of payment of the entire amount?

A: Yes.

Q20: Is it correct that the 3rd condition states that if there are any changes in the sale fee, enjoyment fee and the maintenance fee, the sale deed would be provided only after the payment of the altered fees?

A: Yes.

Q21: I put it to you that only because your father had not paid the dues, the Tamil Nadu Slum Clearance Board has not executed the sale deed.

A: I do not know.

Q22: I put it to you that since the sale deed itself has not been executed in your father's favour, he does not hold any title over the suit property and therefore, he has no right to execute a Will in respect of the said property in your favour.

A: I deny.

Q23: I suggest to you that the Will is invalid before the eye of law.

A: I deny.

Time: 01.22 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-IV