

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.

C.S.No.191 OF 2022

Date: 30.10.2023
Time: 03.15 P.M.

Name : Mrs. Vidhya Gandhi (PW1)
Age : 44 Years
Father's Name : K.S. Gandhi
Residential Address : 389, Warmstone Dr., Stittisville,
Ontario K2S OW5.
Currently visiting India and staying at No.377, Kakkanju street,
MKB Nager, Ambattur, Chennai – 600 053.

Chief Examination by Ms. P.S. Deepika, Learned counsel for the Plaintiff.

Solemnly Affirmed:

I am the Plaintiff herein. I am well acquainted with the facts of this case. I am filing my proof affidavit today and the same may be treated as part and parcel of my chief examination. The following documents are marked as exhibits.

Ex.P1 is the certified copy of the encumbrance certificate dated 09.05.2022.

Ex.P2 is the certified copy of the Mortgage deed 17.07.2019.

Ex.P3 is the certified copy of the Deed of Receipt dated 17.05.2019.

Ex.P4 is the certified copy of the deposit of title deed dated 04.07.2013.

Ex.P5 is the certified copy of the discharge receipt dated 27.07.2009.

Ex.P6 is the certified copy of the deposit of title deed dated 05.11.2008.

Ex.P7 is the certified copy of the settlement deed dated 16.06.2005.

Ex.P8 is the certified copy of the Release deed dated 15.04.2013.

Ex.P9 is the certified copy of the encumbrance certificate dated 17.05.2022.

Ex.P10 is the certified copy of the settlement deed dated 20.06.2005.

Ex.P11 is the certified copy of the Sale deed dated 05.09.2014.

Ex.P12 is the certified copy of the deposit of title deed dated 04.07.2013.

Ex.P13 is the certified copy of the deed of receipt dated 03.09.2014.

Ex.P14 is the certified copy of the discharge receipt dated 30.07.2009.

Ex.P15 is the certified copy of the deposit of title deed dated 05.11.2008.

Ex.P16 is the certified copy of the Sale deed dated 13.12.1988.

Ex.P17 is the certified copy of the Rectification deed dated 18.11.2005.

Time : 03.30 P.M.

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.

C.S.No.191 OF 2022

Date: 02.11.2023

Time: 03.00 P.M.

Name : Mrs. Vidhya Gandhi (PW1)

Continuation of chief Examination by Ms. P.S. Deepika, Learned counsel
for the Plaintiff.

Solemnly Affirmed:

Ex.P18 is the certified copy of the sale deed dated 22.02.2001.

Cross examination by Mr.S. Vijay Anand, learned counsel for the defendant.

Q1: Whose address that is mentioned in the plaint as well as in the proof
affidavit as door No.377, Kakkanji street, MKB Nagar, Ambattur, Chennai
– 600 053?

A: My sister-in-law's address whenever I am coming to Chennai I am
staying in her house.

Q2: From when you are residing at Canada?

A: From 1998.

Q3: Have you been there at Canada after your marriage?

A: In February, 1998 I got married. From November, 1998 I have been
residing at Canada.

Q4: Is it correct that your husband is at Canada you are living at Canada?

A: Yes.

Q5: Did you produce your passport to prove that how many times you came
to India from the year 1998 to 2018?

A: No.

Q6: Did you attend your father's funeral?

A: No, I was not able to attend.

Q7: In para 5 of your proof affidavit you have stated that your father met with a fatal accident and had underwent continuous medical treatment and suffered from selective amnesia, paralysis and kidney failure, thereafter passed away on 11.01.2018. have you produced any document to prove those allegations?

A: No. since I do not have any document, my mother only has.

Q8: Is it correct that the suit properties are self acquired properties of your father?

A: Yes.

Q9: Your mother is still alive, is it correct?

A: Yes.

Q10: Is it correct that till the death of your father there is no complaint by your father against your brother?

A: My father did share with me that my brother has been taking mortgages and loans and very concerned about it.

Q11: But the above said statement is not stated either in your plaint or proof affidavit?

A: Yes.

Q12: When you arrived at Chennai?

A: 21.10.2023.

Q13: Whether you visited your mother?

A: To night I am going to visit.

Q14: You have made allegations that there are discrepancies in Ex.P7, Ex.P8, Ex.P10 and Ex.P18. is it correct?

A: Yes. Witness adds: there is a discrepancies between signature and the address.

Q15: In spite of it you are not asking for cancellation or declaration as null

and void?

A: No.

Q16: Have you read the written statement?

A: Yes.

Q17: You have also admitted in para 12 of your proof affidavit that the schedule B property was sold to M/s. Medha Servo Drives Pvt. Ltd. Is it correct?

A: Yes as per the document.

Q18: Even in the written statement it was admitted that the property was sold. Is it correct or not?

A: Yes, it is correct.

Q19: In spite of that you have not added M/s. Medha Servo Drives Pvt. Ltd as one of the party to this suit. Is it correct?

A: Yes, it is correct.

Q20: Is it correct that you have not challenged the said sale deed executed in favour of M/s. Medha Servo Drives Pvt. Ltd?

A: Yes.

Q21: (Ex.P11 is shown to the witness) This is the sale deed in favour of M/s. Medha Servo Drives Pvt. Ltd and your father is also one of the party as vendor, is it correct?

A: Yes. Witness adds: My father has been abused and has no other choice. Both my parents have no choice. As I already said my father was not mentally in a state of mind to understand what exactly was asked for and did not have any control to say no.

Q22: Do you have any document to show that your father was suffering with the above said ailments?

A: As I was not living in India, I do not have any documents.

Q23: Is it correct that Exs.P7, P8, P10, P11, P16 and P17 all are registered before registering authority?

A: Yes, these are the registered documents and there is a discrepancies were it says that my brother is only son and he is the only heir.

Q24: (Exs.P7, P8, P10, P11, P16 and P17 are shown to the witness) In which document it has been stated that your brother is the only son?

A: I need some times to verify the documents.

Q25: In all the above said exhibits your father's photos affixed, is it correct?

A: Yes.

Q26: So he has personally attended the Sub-Registrar office and registered the document, is it correct?

A: Yes, as he does not have a control to say no and did not understand the consequence.

Q27: I put it to you that it is not stated in your plaint and in your proof affidavit that your father was not in good state of mind and he was not have a control to say no to sign the document.

A: Yes, I have not mentioned.

Q28: Is it correct that your parents have only one son and one daughter?

A: Yes.

Q29: At the time of registration of Exs.P7, P8, P10, P11, P16 and P17 your brother has not produced any legal heir certificate before the Sub-Registrar to show that he is the only son. Is it correct?

A: Yes, but they have changed a line in the document saying he is the only heir in Ex.P8 at page no.5 it was typed as "releasors only son".

Q30: Is there any other son other than the 1st defendant to your parents?

A: No.

Q31: I put it to you that it is only a general English written in Ex.P8 at page no.5.

A: I deny.

Q32: (Ex.P7 is shown to the witness) Is it correct that though in Ex.P7 there are several corrections but all are duly signed by your father.

A: Whatever has been changed it is not at the at most understanding of my father and the signatures is also done by my father with no choice.

Q33: Is it correct that schedule A property's new door no is 36, old door no.27. Is it correct?

A: Yes.

Q34: I put it to you that mentioning of only the old number or new number in the documents Ex.P10 and Ex.P7 is not a criminal offense as alleged in your plaint as well as in your proof affidavit.

A: I agree but within 4 days of both the documents being signed having the number not correct has alarmed us.

Q35: Both in Ex.P7 and Ex.P10 the page number 1 contains new door number 36 has been mentioned. Is it correct?

A: Yes.

Q36: In the above said 2 exhibits in page number 2, the address which mention as No.30 and 27 is in hand written. Is it correct?

A: Yes, it is but my question is why? What was the rush?

Q37: Is it possible for you to say the address written in the 2nd page of Ex.P7 and Ex.P10 are of your father's writings or not?

A: No, it is not.

Q38: I put it to you that though it might be written by any other person it is not an offense to make allegations against the document. (The learned counsel for the plaintiff has objected and stated that either in the plaint or proof affidavit it has been stated as an offense but it has been stated as mismatching)

A: I deny, it is an offense.

Q39: Do you know how much debt your father had in his business?

A: I was never involved in my father's business so I have no idea about it.

Q40: Do you know the cases filed by the creditors against your brother for the debt of your father's business?

A: I came to know when they filed written statement they have mentioned that my father's business had alone of Rs.20 Lakhs plus Rs.45 Lakhs, the Anna Nagar property they had a loan on Rs.5 Crores and sold the property for Rs.4 Crores and on Royapettah house where my mother resided they have taken several loans and the total value of everything had upto Rs.12

Crores and 65 Lakhs, they have not cleared the business loan and it was mentioned that there was not enough money to support my father's medical expenses and the reason for my mother to be thrown out of her own house is because there is not enough money for her to continue to live her in her house and I want to mention very clearly any time and every time my mother seek material support from me for any medical and personal expenses for her and for my father, I always contributed.

Q41: Have you stated above things either in your plaint or in your proof affidavit or did you file any reply statement to the written statement?

A: If it is not stated now I am saying and also making a point where did all money go it has been purely used for my brother's huge property investments that he has procured 10 years back.

Q42: Have you filed any document to show that you paid money to your parents?

A: I have not filed any document. If it is required I can file.

Q43: You have equal rights over your parents like your brother, is it correct?

A: Yes.

Q44: You have stated that your mother has been thrown out of her house, did you take care to bring her to your home?

A: Yes. Me and my husband have requested my mother to come with us and she has denied it.

Q45: You admitted that you came to India on 21.10.2023 and residing at your sister-in-law's house and you did not go to your mother's house so far, you did not take care of her, in spite of your allegation that she is living alone. Hence I am suggesting you have not taken care of your mother and because of which your parents settled the property in favour of your brother out of love and affection.

A: Yes, because I did not want to go, meet my mother before this cross examination is completing and the reason is I do not want to make her emotionally disturbed because this case is also against her as I fighting for her rights as well and I have been constantly in communication with my mother as late as yesterday supporting her to get her medicines deliver to her home and to book doctor's appointment over the phone for her.

Q46: Is it correct that your mother is supporting your brother and signed in the written statement in support of him?

A: Yes, my mother does not have any other choice.

Q47: I put it to you that since you have not taken care of your parents and your brother only taking care of them, they executed the settlement deed in favour of your brother with regard to their self acquired property and as such as you have no right over the property.

A: I deny.

Q48: Is it correct that till date you have not filed your father's death certificate as well as your father's legal heir certificate?

A: Yes. I was not aware of it. If it is needed I can file, death certificate is with me in which also my name is reflected as heir.

Q49: I put it to you that the suit bad for non joinder of the purchaser of B schedule property.

A: I deny.

Q50: I put it to you that since you have not challenging the settlement deed executed by your parents in favour of the defendant, you are not entitled for partition and the suit is liable to be dismissed.

A: I deny. The signatures were forceable procured without a choice.

Q51: Till the date of death of your father, your father did not challenge the settlement deed executed by him in favour of your brother?

A: Yes. Witness adds: he did not have any other choice to go against my brother.

Q52: Till today, your mother did not challenge the release deed executed by her?

A: I understand and it is the same reason she is not having a choice to do as per her wish and that is the reason I respect not seeing her until today's cross examination is done. I am giving her the freedom to do and execute as per her wish and will.

Q53: I put it to you that since the settlement deed and the release deed

relates to the year 2005 and 2013 you are cleverly unchallenged those documents knowing very well it was barred by limitation.

A: It was only after my mother was out of her own house it raised as suspicious for me to understand what is the situation of the property and that is when in May, 2022 my mother was thrown out of her house, I procured the encumbrance certificate of the properties to understand what actually happened and that is when I came to know about the settlement deed and the sale deed and all the loans that has been taken using the properties.

Q54: I put it to you that you have prior knowledge over the above said documents and for the purpose of filing this suit and saving limitation you are telling lie before this court.

A: I deny.

Q55: Is it correct that you got a share by selling the ancestral property situated at Mosque street, triplicane?

A: Yes.

Q56: Therefore I put it to you that the suit is liable to be dismissed.

A: I deny.

Re-examination : Nil.

Time : 04.55 P.M.

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.

C.S.No.191 OF 2022

Date: 11.12.2023
Time: 11.50 A.M.

Name : Mr. S.G. Kaarthick (DW1)
Age : 48 Years
Father's Name : K.S. Gandhi
Residential Address : 27/36, Ponnuswamy street, Royapettah,
Chennai – 600 014.

Chief Examination by Mr. S. Vijay Anand, Learned counsel for the
defendants.

Solemnly Affirmed:

I am the 1st defendant herein. I am well acquainted with the facts of
this case. I am filing my proof affidavit today and the same may be treated
as my chief examination.

Time : 11.55 A.M

Taken down in open Court, read over and explained to the witness
and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.

C.S.No.191 OF 2022

Date: 08.02.2024

Time: 12.10 P.M.

Name : Mr. S.G. Kaarthick (DW1)

Cross Examination by Ms. P.S. Deepika, Learned counsel for the Plaintiff.

Solemnly Affirmed:

Q1: How many legal heirs are there to K.S. Gandhi?

A: We are three myself, my mother and my sister.

Q2: When did K.S. Gandhi die?

A: In the month of January, 2018.

Q3: When K.S. Gandhi met with an accident?

A: In the month of November, 2001.

Q4: Was he paralysed after the accident?

A: Yes, he was affected with partially paralysed on the right side. But he was able to walk with the limp and he was not able to sign as prior to the accident as he was.

Q5: Where was he treated after the accident?

A: Immediately after accident for one month, he was taking treatment at Balaji Hospital, Kathipara. After that he was shifted to Apollo Hospital, Teynampet, he was there at Apollo hospital for one month.

Q6: What was his level of paralysis?

A: I do not know the percentage but he was able to do his own work by himself.

Q7: Did he require any assistance during post paralysis?

A: After he came to house from the hospital, a nurse had come to home to take care of him for 1 ½ month. After that no assistant was there.

Q8: Was his right side paralys until his death in 2018?

A: Yes.

Q9: What are the businesses run by K.S. Gandhi. Please mention the name of the businesses?

A: Subramaniam & Co, he had done it as proprietorship. For printing inks and packaging boards, he got agency.

Q10: Is that the only business was he part of any other company?

A: Till 1988-1989 he had done a company in the name of Karthick Brothers and it was closed in 1988-1989 itself.

Q11: Who has been running the business of Subramaniam & Co after the accident in 2001?

A: After the accident also he continued to run as proprietorship until the company was closed in 2015.

Time : 12.30 P.M

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III

BEFORE THE ADDITIONAL MASTER-III
HIGH COURT, MADRAS.

C.S.No.191 OF 2022

Date: 20.02.2024
Time: 11.15 A.M.

Name : Mr. S.G. Kaarthick (DW1)

Continuation of cross Examination by Ms. P.S. Deepika, Learned counsel
for the Plaintiff.

Solemnly Affirmed:

Q12: When was the Royapettah property purchased by your father?

A: I am not sure, but it would be in the year 2000 or 2001.

Q13: Was the property ever mortgaged by your father for his business?

A: Yes.

Q14: Do you remember the bank on which the property mortgaged and
when?

A: I do not remember the year, but originally at the time of construction of
our house the property was mortgaged in Union Bank and after that again it
was mortgaged in South Indian Bank, Mount Road branch. After that
whenever my father obtained OD the property was mortgaged to other
banks.

Q15: When was the settlement made in your favour?

A: In 2005.

Q16: Did your parents retain their life interest in the property settled in your
favour?

A: Yes.

Q17: (Ex.P3 is shown to the witness) Please identify the signature of your
father?

A: Yes, all the signatures found in Ex.P3 are my father's signatures

including page no.2.

Q18: (Ex.P3 is shown to the witness) Page no.3 of Ex.P3 reflects the hand written portion “the settlee is in possession of the schedule B property”. There is no reference to the schedule B property in the document. Kindly tell which property is in your possession as B schedule property?

A: There is no property is mentioned as schedule B in Ex.P3. There is only one property is found in Ex.P3 the same is in my possession.

Q19: (Ex.P3 is shown to the witness) Has your father initialed the hand written portion?

A: Yes.

Q20: (Ex.P3 is shown to the witness) The page no.2 of Ex.P3 has your father's signature reflects the signature and the father's name and address which is hand written to be “K.S.Ganthi s/o. Late. K. Subramanian, **36**, Ponnusami street, Royapettah, Chennai-14?

A: Yes.

Q21: (Ex.P4 is shown to the witness) The settlement deed done after the Royapettah settlement deed, page no.2 of the document with your father's signature and hand written reflects “K.S.Gandhi, s/o. Late. K. Subramanian, **27**, Ponnusamy street, Royapettah, Chennai-14. Is it correct?

A: Yes.

Q22: (Ex.P4 is shown to the witness) In page no.4 of Ex.P4, clause 3 reads “the settlee may after the lifetime of the settlor absolutely” in which “after the lifetime of the settlor” struck out. Kindly confirm it the signature of your father?

A:Yes, the signature found in page no.4 is also my father's signature.

Q23: Kindly confirm the signature of your father found in the reverse page of Ex.P3 and Ex.P4 and all other signatures of both the documents, whether both are one and the same?

A: Yes, all the signatures found in both the documents are my father's signatures.

Q24: Did he need the assistance while signing the documents since his right portion of his body was paralyzed due to accident?

A: Though he was partially attacked with paralyzed, he was able to eat and sign with his right hand.

Q25: Is there discrepancies found in the address mentioned by your father in both the documents?

A: The old door number was 27 and new door number is 36. that is the reason why there is discrepancies in respect of door numbers. Further in respect of street name sometimes we would write ponnusami and sometimes we would write as Ponnuswamy or sometime would write like ponnusamy. Even for me this kind of mistake are happened to me.

Q26: In Ex.P3 it has been written as s/o late. Subramani, in Ex.P4 it has been written only as S/o. Subramani. What do you say?

A: By mistake the word “late” would have been missed.

Q27: Was he of sound mind when he executed Ex.P3 and Ex.P4?

A: Yes.

Q28: Did he have any amnesia of forgetfulness after the accident?

A: No.

Q29: Both the documents reflects errors pertaining to the schedule of the property and the life interest portion has been struck out in the Ex.P4 document as an after thought. Why?

A: I do not know why, only after execution of the document my father had handed over to me the document.

Q30: Is somebody of sound mind and within continuous business capable of making errors pertaining to the schedule of the property and reflecting or wrongly reflecting that the settlee is in possession of the schedule B property which is not even mentioned in the document?

A: I do not know who drafted the entire document and further I do not know how the letter B has been written. Further witness says I do not know whether the hand written portion is in his hand writing.

Q31: When was the property mortgaged with the bank by you after the settlement deeds?

A: Already both the properties were under the mortgage with the South Indian bank executed by my father, at that time only settlement deeds were executed when the bank came to know about the settlement deeds, the bank asked me to execute mortgage deeds hence I executed the mortgage deeds.

Q32: Both the mortgage, Ex.P6 and Ex.P7 were executed on the same date 05.11.2008. Ex.P6 pertains to the Royapettah property in which your father and mother have life interest as per the settlement deed. Have they signed the mortgage deed, Ex.P6?

A: No, they have not signed.

Q33: During the mortgage of the property, did your father and mother have life interest in respect of Ex.P6 property?

A: Yes, life interest was there.

Q34: Who was running the business during 2008 to 2015?

A: My father was running the business he would ask me to do some work, I would do.

Q35: When was the release of life interest over the Royapettah property given by your parents?

A: In 2013.

Q36: (Ex.P10 is shown to the witness)Page no.5 of Ex.P10 reflects “only son”, are you the only child to your parents?

A: I am the only son and I am having one younger sister.

Q37: Was the property once again mortgaged by you in July, 2013 immediately after the release of life interest with India Bulls Housing Finance Ltd?

A: Yes.

Q38: Para 6 of your proof affidavit reflects that “K.S. Gandhi was running Subramaniam and Co as proprietor until it was closed in 2015-2016 due to heavy loss and liability of more than Rs.5 crores towards India Bulls alone” but the mortgage is taken by you, were you involved in running of the business Subramaniam and Co?

A: Since the properties were in my name, I have executed mortgage deeds, but the loan was obtained by the Subramaniam and Co and the same has repaid the loan also.

Q39: (Ex.P11 is shown to the witness) In Ex.P11 does the company name Subramaniam and co reflects?

A: No.

Q40: Do you have any proof that the payments or money was used by Subramaniam and co or the repayments were made by the Subramaniam and co?

A: In India Bulls Housing Finance statement is there to prove the same.

Q41: Does the bank account of Subramaniam and Co reflects the payment and repayment of the loan amount of Rs.5 Crores?

A: Since the company was closed 8 years back, I cannot produce the account statement of the Subramaniam and Co.

Q42: Will your bank account reflects the loan amount of Rs.5 Crores each that you received from India Bulls Housing Finance via document nos.756/2013 and 2654/2013?

A: Only it is Rs.5 Crores obtained on both the documents and not each the total loan was only Rs.5 Crores. The bank account statement of mine will not reflects the same since the loan was obtained and repaid by the company Subramaniam and Co.

Q43: Ex.P11 and Ex.P12 reflect Rs.5 Crores each and the schedule of the property in both the documents are different. What do you say?

A: On the mortgage of both the properties under Ex.P11 and Ex.P12 only one sum of Rs.5 Crores was obtained as loan.

Q44: When the receipt documents, Ex.P13 and Ex.P15 reflect Rs.5 Crores for 2 separate properties again. Where does it say that you have received only Rs.5 Crores in total?

A: I can produce the statement of India Bulls Housing Finance to prove that loan amount was only one Rs.5 Crore.

Q45: Have you mortgaged the Royapettah property in 2019 to one Mr. Prasanna Kumar?

A: Yes.

Q46: Was this mortgage done for the purpose of the business Subramaniam and Co?

A: No.

Q47: Have all the loans taken by Subramaniam and Co are settled or repaid?

A: In respect of bank loans settled. In respect of suppliers amount is yet to be paid and cases are going against Subramaniam and Co.

Q48: Where does the 2nd defendant reside?

A: In a rental house in Royapettah.

Q49: Why your mother, the 2nd defendant resides in a rental house and not with you?

A: We both could not be residing at Royapettah since creditors have given us problems hence I had come out. My mother wants to go to temples hence she is residing in a rental house at Royapettah itself.

Q50: Is the Royapettah property leased to anybody?

A: Yes.

Q51: What is the extent of the Royapettah property?

A: 2557 sq.feet.

Q52: Whether entire property has been leased out?

A: Yes.

Q53: What is the extent of the leased property that your mother is living currently?

A: Single bed room flat. Maybe for an extent of 650 to 750 sq.feet including balcony.

Q54: How old is your mother?

A: 67 years old.

Q55: Whether she have any helper or persons staying along with her to take care of her?

A: No body is residing along with her, but our old servant maid is still working in her house. Apart from that she is having friends circle.

Q56: What is the extent of the house that you are currently residing?

A: Around 1000 sq.feet. 2 bed room flat.

Q57: How often did you have the lenders visit your house for repayment of the loan amount at Royapettah house?

A: Almost daily.

Q58: What is the extent of loan amount still due of Subramaniam and Co?

A: In total around Rs.60 Lakhs.

Q59: In spite of case being filed by the lenders you had then visit your house everyday?

A: Case filed by the lenders would come once in a weeks, other lenders would come daily. The pending cases are criminal cases and warrants are pending against me and my sister, the plaintiff not against my mother.

Q60: If there is no case is pending against your mother, why was your mother forced to leave and in a leased property?

A: Though no cases pending against my mother she could not able to answer the lenders.

Q61: Were the payments from the sale of the Anna Nagar property used for settling the loans?

A: The property was sold for Rs.4 Crores, out of which Rs.3.6 or 3.65 Crores paid to India Bulls Housing Finance Ltd, the remaining amount was utilized for the business.

Q62: The loan amount is for Rs.5 Crores, and the amount from the sale consideration is only Rs.3.96 Crores was paid to south India bank Ltd.

A: Out of sale consideration of Rs.4 Crores, 1% was deducted as TDS and the purchaser gave me only Rs.3.96 Crores, to my bank account South India Bank Ltd. From South India Bank Ltd the amount was paid to India Bulls Housing Finance Ltd.

Q63: Did the plaintiff visit your father whenever she was in the county?

A: I do not know when she would visit, all of the sudden she would appear.

Q64: Was she in touch with the 2nd defendant? Are you aware?

A: She is in touch with the 2nd defendant now. It was an on and off relationship.

Q65: Did you inform the plaintiff when you decided to vacate the Royapettah property to move a rental house?

A: No.

Q66: Were you aware that the plaintiff took care of certain expenses pertaining to the 2nd defendant?

A: No, I am not aware.

Q67: Are you aware that the 2nd defendant requested for certain money for daily expenses from the plaintiff?

A: I am not aware.

Q68: Who takes care of 2nd defendant's daily expenses, medical expenses currently?

A: I am taking care of her. She is also having the fund obtained from sale proceeds of ancestor property and she get interest from that.

Q69: Are you aware that the plaintiff had a second marriage?

A: Yes, I came to know.

Q70: Has she visited your father and the 2nd defendant after her second marriage?

A: Yes.

Q71: Are you aware that if your father and the plaintiff were in cordial relationship?

A: I do not know.

Q72: In para 8 of your proof affidavit, you mentioned that she visited our parents house only in 2 occasions after her second marriage. Is it true?

A: Yes.

Q73: Did you not say that you are not aware when she visit your parents house but in your proof affidavit you have stated that she had visited twice?

A: I have stated just now that I do not know when she would come and go but she would appear all of a sudden. In my proof affidavit I have stated that twice she visited after her marriage. Both are correct.

Q74: Since her remarriage and after the demise of your father, has the plaintiff visited her mother?

A: Now she has visited.

Q75: Your father met with the accident in 2001 subsequent to the marriage in 2006 and after your father passed away in 2018. from 2001 to 2018 did she visit?

A: Yes, she has visited.

Q76: Has it been more than 2 times?

A: No.

Q77: After her remarriage you have admitted that she had brought her husband to introduce him to your father. Is it correct?

A: Yes, it is correct.

Q78: Were you present physically during her visits or see any interaction between your parents and her?

A: Yes, I was present but I was not present throughout her talk with my parents.

Q79: Were your parents and your displeased with the second marriage of the plaintiff?

A: She took care of her life, we left it if she is happy.

Q80: Is there any existing mortgage over the Royapettah property?

A: No.

Q81: Has the rental amount received from the Royapettah property is used for repayment of loan?

A: No, it is used for our lively hood.

Q82: Were you involved in the business after your father had met with an accident?

A: I would do whatever my father told me to do that's all.

Q83: Were you aware accounts and management of the business?

A: My father had given me power to sign in Cheques what my father had told me about the business to that extent I know.

Q84: Were you aware of the outstanding in the business before the settlement deed was executed?

A: No, I was not aware.

Q85: Was he of sound mind and not had any amnesia, forgetfulness during the running the business post his accident?

A: No.

Q86: When was the power given to you to sign in the Cheques?

A: 6 months after his accident.

Q87: Were all the loan account subsequent to his accident?

A: Already there was loan either in Union bank or South Indian Bank. At the time of his accident loan was in existence in Union bank, Triplicane branch over the Anna nagar property.

Q88: The subsequent loans or change of loans were executed by you?

A: After 2005 since the properties were in my name. I had to execute.

Q89: Did he have difficulties in signing of the documents or handling any papers during his time at work?

A: No.

Q90: The signatures found in Ex.P3, Ex.P4, Ex.P5 and Ex.P10 whether looking exactly as same?

A: Yes, signed before the Registrar authorities.

Re-examination : Nil.

Time : 01.20 P.M

Taken down in open Court, read over and explained to the witness and the same is admitted by the witness to be correct and signed before me.

ADDITIONAL MASTER-III