

BEFORE THE ADDITIONAL MASTER IV,
HIGH COURT, MADRAS
C.S.No.104 OF 2022

Date:18.07.2024
Time : 11.05 A.M.

Name : Mr. Paul Gunaseelan (PW2)

Age : 50 Years

Father's Name : G. Gunaseelan

Residential Address : No.15, MGR 1st Cross Street, Jayalakshmi Nagar,
Thirumullaivayil, Chennai – 600 062.

Chief Examination by Mr. Ram Kumar for Mr. S.K. Masthan, Learned
Counsel for the plaintiff.

Solemnly affirmed:

I am the member of the plaintiff church M/s. Love and Concern
herein and as such I am well acquainted with the facts of the case. I am
filing my proof affidavit stating the facts of this case and the same may
be treated as part of my evidence in chief.

Cross examination by Mr. V. Chandrakanthan, the counsel for the
defendants 1, 2, 6, 7 and 8.

Solemnly affirmed:

Q1: How long are you staying in the above said address?
A: From May, 2010.

Q2: How are you related to Mr. John Venkatesan?
A: I am not related but I am a member of the church.

Q3: As per your proof affidavit you were aware of the issues from 1992, is it correct?

A: No.

Q4: I put it to you that you were aware of the property from 1992.

A: Yes.

Q5: Is it correct to state that the plaintiff and the 1st defendant Dhananjayan entered into a lease agreement on 11.03.1992?

A: Yes.

Q6: Is it correct to state that the tenancy period is for 11 months?

A: Yes.

Q7: Have you filed any members list of the Love and Concern Trust before this court?

A: No.

Q8: Have you filed any income derived by the members before this court?

A: No.

Q9: Have you filed any proof to show that you are a member of the plaintiff's trust?

A: No.

Q10: As per your proof affidavit you have stated that Mr. John Venkatesan intended to purchase the property after discussing with the members of the trust, is it correct?

A: Yes.

Q11: Is there any minutes recorded regarding the discussions between Mr. John Venkatesan and the members and have you filed any minutes before this court?

A: No.

Q12: Are you aware that there was agreement between the plaintiff and the defendants on 11.03.2010?

A: Yes.

Q13: Have you stated about this agreement dated 11.03.2010 in your proof affidavit?

A: No.

Q14: Are you aware of the agreement dated 11.03.2010?

A: Yes. I am aware.

Q15: Is it correct to state that the total sale consideration under agreement dated 11.03.2010 is Rs.2,86,02,500/-?

A: Yes.

Q16: Are you aware of the correspondence between the plaintiff and the defendants regarding the purchase of the suit property?

A: Yes.

Q17: What is your role as a member of the church?

A: I attend service and sometime take care of the accounts of the church.

Q18: Have you produced the accounts of the church before this court?

A: No.

Q19: Are you aware of the letter dated 02.02.2011 sent by Advocate Chandrasekaran to Mr. John Venkatesan?

A: I am not aware.

Q20: Are you aware of the letter dated 14.02.2011 sent by your trust to the defendant's advocate Chandrasekaran?

A: I am not aware.

Q21: The agreement dated 11.03.2010 was not performed by the plaintiff, is it correct?

A: Yes.

Q22: As per agreement dated 11.03.2010 the plaintiff did not pay the sale consideration in time, is it correct?

A: Yes.

Q23: Have you filed any document to show that you are ready to pay the sale consideration for the agreement dated 11.03.2010?

A: No.

Q24: Are you aware the MOU dated 26.02.2018, Ex.D2 entered into between the plaintiff and the defendants?

A: Yes. I am aware.

Q25: (Ex.D2 is shown to the witness.) Have you signed in the Ex.D2 as witness?

A: No.

Q26: I put it to you that the second witness Sam is your elder brother.

A: Yes.

Q27: Are you aware that as per Ex.D2 the total sale consideration is Rs.6 crores?

A: Yes.

Q28: As per MOU dated 26.02.2018, Ex.D2 the total advance paid is Rs.1,15,42,500/-, is it correct?

A: Yes.

Q29: Have you stated about this MOU in your proof affidavit?

A: Yes.

Q30: (Proof affidavit is shown to the witness.) Can you please point out in which para you have stated about this MOU dated 26.02.2018?

A: I have not stated.

Q31: Therefore, your statement made by you earlier that you are stated by MOU dated 26.02.2018 in your proof affidavit is false.

A: Yes.

Q32: As per the MOU, the balance sale consideration to be paid is Rs.4,84,57,500/-, is it correct?

A: Yes.

Q33: Have you filed any document to show that the plaintiff trust is having sufficient amount to pay the balance sale consideration?

A: No.

Q34: I put it to you that as per MOU dated 26.02.2018 the plaintiff trust have not performed their part within 10 months.

A: Yes.

Q35: Please see Ex.D2, MOU dated 26.02.2018, Ex.P1 dated 07.05.2018, is it correct to state that the total advance amount mentioned in MOU, Ex.D2 is the same amount mentioned in Ex.P1?

A: Yes.

Q36: I put it to you that apart from the amount paid under Ex.D2 no further amount was paid under Ex.P1.

A: Yes.

Q37: Are you aware that the plaint, written statement, evidence deposed by the PW1 before this court?

A: I know about the averments of the plaint but I do not know the contents of the written statement and evidence of PW1.

Q38: Are you aware that in the plaint there is no averment that Mr. John Venkatesan discussed with the other members of the trust for the purchase of the suit property?

A: Yes.

Q39: I put it to you that you have deposed false evidence before this court that Mr. John Venkatesan discussed with the other members of the trust for the purchase of the suit property.

A: I deny.

Q40: I put it to you that since there is no discussion happened with you, you have no documents to prove the above statement.

A: I deny.

Q41: You have already stated that no further advance amount was paid under Ex.P1, is it correct?

A: Yes.

Q42: You have stated in para 3 of your proof affidavit that the plaintiff and the defendants entered into an agreement dated 07.05.2018 and the same was registered as sale agreement Doc.No.2503/2018 before the Sub-Registrar's Office, Purasaivakkam, is it correct?

A: Yes.

Q43: I put it to you that no further advance was paid under Ex.P2 as stated in your proof affidavit.

A: Yes.

Q44: (Clause 8 of Ex.P1 is shown to the witness.) As per Clause 8 the purchaser as a tenant is already in possession of 2790 sq.ft., of the schedule mentioned property as per the Rental Agreement dated 11.03.1992 and he shall continue to possess, occupy and enjoy the same, is it correct?

A: Yes.

Q45: Under Ex.P1, kindly inform the court, whether the defendants delivered the entire possession of the suit property to the plaintiff trust?

A: No.

Q46: In para 4 of your proof affidavit, is it falsely stated in your proof affidavit that after the execution of the agreement of sale the entire possession of the property was handed over to the plaintiff trust?

A: Yes.

Q47: In para 5 of your proof affidavit you have stated that the plaintiff trust on several occasions by way of phone call and as well as in person along with me, in order to complete the sale transactions and also conveyed his continuous readiness and willingness. Have you filed any document to support the above facts?

A: No.

Q48: Have you filed any document to show that the plaintiff trust is having sum of Rs.2,35,71,865/- to purchase the property?

A: No.

Q49: I put it to you that what you have stated in para 5 of your proof affidavit that the plaintiff is having balance consideration of Rs.2,35,71,865/- is false.

A: I deny.

Q50: You have stated in your proof affidavit that the president of the trust had made the money available. Have you filed any documents to prove the above statement?

A: No.

Q51: (Ex.D5 is shown to the witness.) Are you aware of the reply notice dated 23.12.2021 sent by the defendant's Advocate?

A: No.

Q52: Are you aware that the legal notice issued by the plaintiff dated 11.02.2021 and the reply sent by the defendant dated 23.12.2021?

A: I am aware of the notice sent by the plaintiff.

Q53: (Ex.P4 is shown to the witness.) Please inform the court that where in the Ex.P4 it is mentioned about the Sale agreement dated 11.03.2010 and the MOU dated 26.02.2018?

A: No. It is not stated in Ex.P4.

Q54: Under Ex.P4, Whether it is stated that the defendants have handed over the entire suit property to the plaintiff?

A: I do not know.

Q55: Have you filed any document to show that the contributions made by members to the trust?

A: No.

Q56: I put it to you that there are no contributions made by the alleged members to the trust.

A: I deny.

Q57: Are you holding any post or office in the plaintiff trust?

A: No.

Q58: Have you filed any document to show that you are being a representative of the member of the church?

A: No.

Q59: When did you sign in this proof affidavit?

A: On 08.07.2024.

Q60: I put it to you that you have not signed in page 4 of your proof affidavit.

A: Yes.

Q61: Is it correct to state that you have signed on 12.07.2024 as per your proof affidavit?

A: Yes.

Q62: I put it to you that whatever you have stated in your proof affidavit are false.

A: I deny.

Q63: I put it to you that you are the close friend of Mr. John Venkatesan, hence you are giving false evidence on behalf of the plaintiff.

A: I deny.

Q64: I put it to you that you are being a member of the church and you are giving false evidence on behalf of the plaintiff.

A: I deny.

Q65: I put it to you that you are a interested person on behalf of the plaintiff, hence you are giving false evidence in favour of the plaintiff.

A: I deny.

Time: 12.08 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