

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

Date: 26.11.2024
Time : 12.23 P.M.

Name : Mr. K. Dhanasekaran (DW1)

Continuation of Cross examination by Mr. S. Nambi Arooran, the
counsel for the plaintiff.

Solemnly affirmed:

Q54: Whether Ramakrishnan residing in Switzerland had given Power of Attorney to anyone?

A: I do not know. Witness adds: My father had given settlement in favour of his four sons. In the year 2010, we proposed to sell the property. Mr. John Venkatesan wanted to purchase the property and we handed over the copy of the title deeds to him. In the year 2010, we entered into a sale agreement and in the year 2018 we entered into MOU again in the year 2018 we entered into a registered sale agreement and all the deeds are prepared by Mr. John Venkatesan. He prepared in English and we wanted to prepare in Tamil. He asked me to sign in the document and believing his words we signed in the document and till this time, he did not pay the sale consideration to us. He has no money to purchase the property. He is also not allowing us to sell the suit schedule property to third party.

Q55: When you decided to sell the property in the year 2010, did you and your three other brothers know your rights over the property?

A: Yes.

Q56: In your earlier deposition, you have stated that you have only right to enjoy the property and not to sell the property as per the settlement deed executed by your father, is it correct?

A: Yes.

Q57: As per the settlement deed executed by your father, only his male grandchildren can alienate or encumber the suit schedule property, is it correct?

A: I do not know.

Q58: The signatories to Ex.P2 are Mr. K. Dhananjayan, Mr. D. Karthick Ragunath, Mr. K. Dhanasekaran, Mrs. D. Shyamala, Mrs. D. Preethi, Mr. K. Saravana Perumal, Mr. S. Vijay, Mrs. S. Sudha, Mrs. Saranya and Mrs. D. Sangeetha, is it correct?

A: Yes.

Q59: Whether one Rajalakshmi had signed the sale agreement Ex.P2?

A: No.

Q60: Who is Rajalakshmi?

A: Mrs. Rajalakshmi is my brother Mr. Dhasarathan's wife.

Q61: Can you please name the daughters of Late Dhasarathan?

A: D. Saranya and D. Sangeetha.

Q62: I put it to you that as per your father's settlement deeds, D. Shyamala, D. Preethi, Sudha, Saranya and Sangeetha have no right over the suit schedule property.

A: I do not know whether they have any right to sell. Mr. John Venkatesan asked all of us to sign the sale agreement.

Q63: I also put it to you that yourself, Dhananjayan and Saravana Perumal have no right to sell the property.

A: I deny.

Q64: Do you know Mr. Arul John Bosco? (The counsel for D3 to D5 and D9 and D10 objects on the ground that the question is put without pleadings.)

A: Yes.

Q65: Whether Mr. Dhananjayan, D. Karthick Ragunath, D. Shyamala, Preethi, K. Saravana Perumal, Vijay Saravana Perumal, Sudha Saravana Perumal, Rajalakshmi, Saranya and Sangeetha had executed a General Power of Attorney on 15.12.2021 in favour of Arul John Bosco with respect to the suit schedule property?

A: Yes. The Power of Attorney was executed in favour of Dhanasekaran and Arul John Bosco.

Q66: Have you cancelled the sale agreement dated 07.05.2018 Ex.P2 and registered any deed of cancellation of sale agreement?

A: No. We called Mr. John Venkatesan to cancel the sale agreement but he did not come.

Q67: You have stated that you called Mr. John Venkatesan to cancel the sale agreement. Have you issued any legal notice or letter to John Venkatesan asking him to cancel the sale agreement, Ex.P2?

A: We issued notice.

Q68: Have you filed the above said notice?

A: I do not know whether it has been filed or not.

Time: 12.58 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