

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

Date: 23.01.2025
Time : 03.51 P.M.

Name : Mr. K. Dhanasekaran (DW1)

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

Solemnly affirmed:

Q81: Is the document shown to you, the certified copy of the Settlement Deed executed by your father in your favour?

A: Yes. The certified copy of the settlement deed registered as Doc.No.1390/1980 before the SRO, Purasaiwalkam executed by my father in my favour is marked as Ex.P14.

Q82: Is the document shown to you, the certified copy of the settlement deed executed by your father in favour of your brother Dhananjayan?

A: Yes. The certified copy of the settlement deed registered as Doc.No.1377/1980 before the SRO, Purasaiwalkam executed by my father in favour of Dhananjayan is marked as Ex.P15.

Q83: Is the document shown to you, the certified copy of the settlement deed executed by your father in favour of your brother Dhasaradhan?

A: Yes. The certified copy of the settlement deed registered as Doc.No.1376/1980 before the SRO, Purasaiwalkam executed by my father in favour of Dhasaradhan is marked as Ex.P16.

Q84: Is the document shown to you, the certified copy of the settlement deed executed by your father in favour of your brother Saravana Perumal?

A: Yes. The certified copy of the settlement deed registered as Doc.No.1389/1980 before the SRO, Purasaiwalkam executed by my father in favour of Saravana Perumal is marked as Ex.P17.

Q85: Is it correct to state that as per the four settlement deeds, your father has given absolute rights over the respective properties to his grandsons?

A: Yes.

Q86: Is it correct that you do not have any male children?

A: Yes.

Q87: Likewise, your brother Dhasaradhan also has no male children?

A: Yes.

Q88: Would it be correct to state that if the property is sold the children of Saravana Perumal and Dhanajayan would get the major share?

A: No.

Q89: I put it to you that you and your legal heirs and the legal heirs of Dhasaradhan would only get a meagre share .

A: I deny.

Q90: I put it to you that Rajalakshmi, Dhasaradhan's wife refused to sign in Ex.P2 Sale agreement, only because she would get a meagre share.

A: Her signature was not obtained. The plaintiff did not insist on obtaining her signature.

Q91: As Dhasaradhan's wife, is she not his legal heir?

A: Yes, she is.

Q92: I put it to you that at that time Rajalakshmi refused to sign in Ex.P2 sale agreement and that it was you who informed the plaintiff that you would convince her and get her signature at the time of registration of the sale deed.

A: I deny.

Q93: I put it to you that since the major share would go to Dhananjayan and his legal heirs and Saravana Perumal and his legal heirs there was confusion among your own family members in selling the property.

A: I deny.

Q94: I put it to you that when the plaintiff requested, Ramakrishnan who was in Switzerland, refused to be present for the registration of the sale deed.

A: The plaintiff never asked him.

Q95: I put it to you that eventhough the plaintiff had requested all your family members to sign the sale deeds at the time of registration, since you were unable to arrange the obtaining of the signatures of all the family members, the registration could not happen. (The counsel for the defendants objects to this question stating that there are no pleadings to this effect.)

A: I deny.

Q96: I put it to you that the plaintiff was always ready to get the sale deed registered but only because you were unable to arrange the signatures of all the parties, the registration could not happen.

A: I deny.

Q97: I put it to you that even though the plaintiff did not have sufficient funds in his bank account, he had made arrangements to borrow funds.

A: I deny.

Q98: I put it to you that your statement that the plaintiff behaved violently with you is false.

A: I deny.

Q99: I put it to you that all that you have stated in your written statement are false and have been stated with the intention to defame and harass the plaintiff.

A: I deny.

Q100: You have stated in your proof affidavit that you had received advance from the plaintiff. What is the total sum received by you as advance?

A: All of us together received a sum of Rs.1,15,42,500/- as advance.

Q101: Is it correct that you have stated in your proof affidavit that you are ready to return the advance amount?

A: Yes.

Q102: I put it to you that the sale could not go through only because you and the other share holders of the property were not united and did not come forward to register the sale deed.

A: I deny.

Q103: I put it to you that the suit is to be decreed as prayed for.

A: I deny.

Time: 04.27 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