

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

Date:02.01.2024

Time : 11.38 A.M.

Name : Mr. John Venkatesan (PW1)

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

Solemnly affirmed:

Q1: What is your native place?

A: Kovilpatti.

Q2: Are you by birth a Hindu or a Christian?

A: Born in Hindu family.

Q3: When did you convert into an Christian?

A: On 23.10.1969, Thursday at 10.15 A.M.

Q4: Is any proof to show that you have been converted as a Christian?

A: Yes. I have baptism certificate.

Q5: In which place you have been converted?

A: Purasaivakkam Apostolic Christian Assembly.

Q6: What is your qualification?

A: SSLC Pass.

Q7: When did you get marry?

A: In the year 1977.

Q8: What are you by profession?

A: From 1972 to 1986 I was a stenographer then from 1986 unto till date
I am a Pastor in a Church.

Q9: When did you qualify as a Pastor in Church?

A: From 1986 to 1988.

Q10: Where did you reside in the year 1992 March?

A: At Anna Nagar West Extension.

Q11: (Ex.P1 is shown to the witness.) What is the Church of word mentioned in the Ex.P1 Lease deed dated 11.03.1992 referred to?

A: Assembly.

Q12: Before 1992, where did you have the Church of word?

A: Otteri Malaiyappan Street.

Q13: Have you stated your address in the Lease Deed, Ex.P1?

A: No. I have not mentioned my address in Ex.P1.

Q14: Is it correct to state that under Ex.P1, 1st defendant granted lease to an extent of 2790 sq.ft in the suit property?

A: Yes.

Q15: There is no rental agreement between you and the defendants for the entire suit property to an extent of 8063 sq.ft, is it correct?

A: Yes.

Q16: Is it correct to state that Ex.P1, lease agreement is for the period of 11 months?

A: Yes.

Q17: Is it correct to state that Ex.P1 is expired on 11.02.1993?

A: Yes.

Q18: Is there any renewal between you and the 1st defendant after 11 months under Ex.P1?

A: No.

Q19: Have you written any letter to them to request the 1st defendant to renew the lease agreement after expiring the Ex.P1?

A: No.

Q20: As per lease agreement, Ex.P1, have you paid rent to the 1st defendant without default till date?

A: Yes.

Q21: Have you filed any document to show that you have paid rent to the 1st defendant without any default?

A: No. For the rent paid by me no receipts was given.

Q22: Have you demanded receipts for the rent paid by you by written?

A: No.

Q23: Under Ex.P1, the lease property shall not sublet to anyone, is it correct?

A: Yes.

Q24: Am I correct to state that as Ex.P1 the lease property shall be used only for Church purposes?

A: Yes.

Q25: Have you filed any document to show that you have sufficient funds to purchase the suit property?

A: No.

Q26: The plaintiff Love and Concern is a income tax assessee, is it correct?

A: Yes.

Q27: Have you filed any document to show that the Love and Concern has the sufficient funds to purchase the suit property?

A: No.

Q28: When did you start the Love and Concern trust?

A: In the year 2003.

Q29: Have you involved in any criminal case?

A: No.

Q30: What is the source of income to the plaintiff Love and Concern?

A: Donation from the wellwishers and Hundy collections in the Church.

Q31: Who are the trustees of Love and Concern?

A: Apart from me, my wife, Mrs. Chandra John.

Q32: Have you obtained any consent from the other trustee to file this suit?

A: As president I am entitled to file this suit.

Q33: What is the object of Love and Concern trust?

A: 1) Help the widows, 2) to help the poor children to study, 3) helping people suffering from physical ailment, 4) conducting medical camps among the downtrodden around the suburbs of Chennai and etc.

Q34: Have you filed any particular statement regarding you helped so many people by the trust?

A: No. Witness adds: It is irrelevant.

Q35: I put it to you that since you have not done any charity as stated by you, you have not filed any particulars or statement before this court.

A: I deny.

Q36: (A document is shown to the witness.) On 11.03.2010 you have entered into a sale agreement with the defendants to purchase the suit property for the consideration of Rs.2,86,02,500/-, is it correct?

A: Yes. The original agreement for sale dated 11.03.2010 is marked as Ex.D1.

Q37: As per the Ex.D1, you have to perform the contract within a period of 60 days, am I right?

A: Yes.

Q38: Have you performed your obligations referred under Ex.D1 within 60 days?

A: No.

Q39: Please tell the court, whether you have sufficient funds of Rs.2,86,02,500/- as per Ex.D1 dated 11.03.2010?

A: No.

Q40: Have you entered MOU with the defendants on 26.02.2018 to purchase the suit property for a sale consideration of Rs.6 crores?

A: Yes.

Q41: Is it correct to state that under the MOU dated 26.02.2018 to perform the obligations the time fixed is 10 months?

A: Yes.

Q42: Have you performed your obligations within 10 months?

A: The seller was not responding.

Q43: Have you filed any document to show that you have called the defendants to come forward and perform their obligations by written?

A: No.

Q44: I put it to you that you have not ready to perform your obligations as per MOU dated 26.02.2018, you have not filed documents.

A: It is far from the truth.

Q45: Have you filed any document before the court to show that you are having Rs.6 crores to perform your obligations?

A: No.

Q46: I put it to you that since you have no sufficient funds of Rs.6 crores to perform your obligation under MOU dated 26.02.2018.

A: I deny.

Q47: (A document is shown to the witness.) Is this the MOU dated 26.02.2018?

A: Yes. The original MOU dated 26.02.2018 is marked as Ex.D2.

Q48: Under Ex.D2 you have paid only a sum of Rs.1,15,42,500/- as advance, is it correct?

A: Yes.

Q49: Under Ex.D2 clause 5, it is mentioned that you are in possession of 2790 sq.ft property let out to you by the 1st defendant and you are allowed to possess the same without putting up any constructions, is it correct?

A: Yes.

Q50: (Ex.P2 is shown to the witness.) Is this the agreement of sale dated 07.05.2018?

A: Yes.

Q51: Under Ex.P2, agreement of sale, the total consideration mentioned is Rs.3,51,14,365/-, is it correct?

A: Yes.

Q52: As per Ex.P2 the time fixed is 10 months, is it correct?

A: Yes.

Q53: Is it correct to state that As per Ex.P2, the time is essence of contract?

A: Yes.

Q54: As per Ex.P2 clause 8, it is mentioned that 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.

Q55: Under the Ex.P2, the defendant has not given the entire portion of the property to you, is it correct?

A: It is not correct.

Q56: I put it to you that under Ex.P2 you have not been given the possession of entire property.

A: It is not correct.

Q57: Please tell the court as on 07.05.2018 are you having a sum of Rs.3,51,14,365/- to purchase the property?

A: No.

Q58: Have you paid any further advance under Ex.P2 apart from MOU dated 26.02.2018, Ex.D2 to the defendants?

A: Yes.

Q59: Under MOU dated 26.02.2018, you have paid only a sum of Rs.1,15,42,500/-, is it correct?

A: Yes.

Q60: Under Ex.P2 it is mentioned that the advance of Rs.1,15,42,500/-, is it correct?

A: Yes.

Q61: I put it to you that you have not given any further advance under Ex.P2 to the defendants.

A: Yes.

Q62: Is it correct to state that under Ex.P2 the Rs.1,15,42,500/- was paid under clause 2?

A: Yes.

Q63: Under Ex.P2 clause 9, if you fail to perform your obligation you are bound to vacate and hand over the vacant possession to the defendants, is it correct?

A: Yes.

Q64: Have you delivered vacant possession to the defendants since you have fail to perform your obligations as clause 9 of Ex.P2?

A: No. Witness adds: The defendants did not receive the money from me instead they threatened me to vacate the premises.

Q65: Have you informed to the defendants that you are ready with the sufficient funds within 10 months?

A: Yes.

Q66: Please let us know, have you filed any document to show that within 10 months you have called upon the defendants by way written notice to the defendants?

A: No.

Q67: I put it to you that since you have not sent any notice to calling the defendants to come and execute the sale deed, you not filed any documents.

A: I deny.

Q68: Do you have the sufficient fund of Rs.3,51,14,365/- under Ex.P2 in your bank account within 10 months period?

A: No.

Q69: Have you filed any statement to show that how much of donation collected from the well wishers?

A: No.

Q70: Have you received any donation from the foreign countries?

A: No.

Q71: Under Ex.P4, the legal notice issued by you, in clause 5 of Ex.P4 stated that you are already in possession of 2790 sq.ft of the suit property and you shall continue to possess and occupy and enjoy the same, is it correct?

A: Yes.

Q72: Am I correct to state that the suit was filed after the Ex.P4 dated 11.12.2021?

A: Yes.

Q73: In para 7 of the plaint stated that you are in possession of entire suit property, is it correct?

A: Yes.

Q74: Have you filed any document to show that the defendants has given possession of entire property to you after Ex.P4?

A: No. There is no letter conversation.

Q75: I put it to you that the suit is for entire property?

A: Yes.

Q76: The tenancy agreement is for 2790 sq.ft, is it correct?

A: Yes.

Q77: I put it to you that without any consent from the defendants you have illegally trespassed and squatting over the remaining property.

A: I deny.

Q78: I put it to you that you have made false statement in your plaint.

A: I deny.

Q79: After Ex.P4, the defendant sent a reply dated 23.12.2021, is it correct?

A: Yes.

Q80: Have you filed the reply dated 23.12.2021 before this court?

A: Yes.

Q81: I put it to you that you have not filed the reply dated 23.12.2021 along with the plaint documents.

A: I deny.

Q82: I put it to you that you have made false statement and lie before this court.

A: I deny.

Q83: Have you read over the written statement filed by the defendants?

A: Yes.

Q84: Have you filed reply statement for the written statement filed by the defendants?

A: I do not remember.

Q85: I put it to you that you have not filed reply statement to the written statement filed by the defendants before this court.

A: I deny.

Q86: I put it to you that since you have no sufficient fund to purchase property, the suit filed by you is liable to be dismissed.

A: I deny.

Q87: Have you constructed the structural building in the suit property?

A: Yes.

Q88: Is it correct to state that you are letting the building for marriage purpose, birthday parties and other functions?

A: No. For believers of the Church, we allow.

Q89: How many members, are you having in the Church?

A: 125 families.

Q90: Have you issued membership certificate to each families?

A: No.

Q91: Are you having the list of members in your Church?

A: Yes.

Q92: Can you file the list of members with their address before this court?

A: Yes.

Q93: What is the subscription for the membership?

A: No subscription is prescribed.

Q94: What is the eligibility to become a member of the plaintiff?

A: Those who accepted Jesus Christ as their lord and committed to the truth become the members.

Q95: Have you obtained consent from the defendants to put up construction in the suit property?

A: No.

Q96: Have you obtained any approval from CMDA?

A: No.

Q97: I put it to you that the suit filed by you is barred by limitation.

A: I deny.

Q98: I put it to you that since you have not obtained consent from other trustee the suit is not maintainable.

A: I deny.

Q99: Have you mentioned either in your plaint or in your proof affidavit about the earlier agreement of sale dated 11.03.2010 and MOU dated 26.02.2018?

A: No.

Q100: I put it to you that since you have failed to perform your obligations under Ex.P2 agreement, the plaintiff is not entitled to the relief as prayed.

A: I deny.

Q101: I put it to you that you have no funds from the date of agreement till today to purchase the property, the relief claimed by you is unsustainable.

A: I deny.

Q102: I put it to you that you have illegally encroached upon the suit property and put up unauthorised construction without the permission of the defendants, you have not entitled to the relief as prayed for.

A: I deny.

Q103: I put it to you that it is false to stated that you have called upon the defendants to perform the obligations under the agreement.

A: I deny.

Q104: Have you sent any demand draft or sale deed draft to the defendants to come and execute the sale deed?

A: No.

Q105: I put it to you that you are not ready and willing to perform the obligations under the agreement as per law.

A: I deny.

Q106: I put it to you that the defendants are poor downtrodden and you are taking advantage of their poor condition, you entered into an agreement to squatte over the property for your own benefit.

A: I deny.

Q107: I put it to you that from 1992 to till date you have illegally encroached the suit property more than 25 years and squatting the property without delivering vacant possession to the defendants.

A: I deny.

Q108: I put it to you that the defendants have issued the notice to cancel the agreement.

A: I deny.

Time: 01.19 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