BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 14.02.2023
Time : 03.10 P.M.

Name : Mr.Chirag N Maher (PW 1)

Age : 50 Years

Father's Name : Mr.Narendra Maher

Office Address : Makanji House 2nd Floor, 49 (Old No.25), Barnaby Road, Kilpauk, Chennai – 600 010.

PW1 examined in chief by Mr.Jayesh B.Dolia, Learned Counsel for the Plaintiff.

Solemnly affirmed:

I am the Managing Director of the Plaintiff Company herein. I am filing my proof affidavit stating the facts of this case and the same may be treated as part and parcel of my examination-in-chief. The following documents may be marked as exhibits.

Ex.P1 is the true copy of the letter dated 01.02.2012.

Ex.P2 is the true copy of the letter dated 20.03.2012.

Ex.P3 is the original promissory note dated 01.04.2013.

Ex.P4 is the original letter dated 31.03.2014.

Ex.P5 is the original letter dated 31.03.2015.

Ex.P6 is the original cheque bearing no.023589 with return dated 19.01.2016.

Ex.P7 is the served copy of the letter dated 17.02.2016 with acknowledgement cards (3nos).

Ex.P8 is the served copy of reply notice dated 29.02.2016.

Ex.P9 is the office copy of the legal notice dated 04.07.2017.

Ex.P10 is the certified true copy of the board resolution dated 29.05.2017.

Ex.P11 is the printout of statement of accounts(affidavit under Sec.65 B of IEA is filed).

Therefore, it is prayed, that, this Hon'ble Court may be pleased to pass a judgment and decree as prayed for in the plaint with cost and further relief may be granted as this Hon'ble Court may deem fit in the facts and circumstances of the present case and thus render justice.

Time: 03.24 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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 04.09.2023
Time : 12.50 P.M.

Name : Mr.Chirag N Maher (PW 1)

Age : 51 Years

Father's Name : Mr.Narendra Maher

Office Address : Makanji House 2nd Floor, 49 (Old No.25), Barnaby Road, Kilpauk, Chennai – 600 010.

PW1 examined in chief by Mr.Sai Syaam, Learned Counsel for the Plaintiff.

Solemnly affirmed:

I am the Managing Director of the Plaintiff Company herein. I am filing my proof affidavit stating the facts of this case and the same may be treated as part and parcel of my examination-in-chief. The following documents may be marked as exhibits.

Ex.P12 is the certified copy of the petition filed under Section 7 of IBC before NCLT dated 23.03.2018 (subject to proof and relevancy).

Ex.P13 is the certified copy of the agreement of settle financial debt dated 16.09.2019 (The learned counsel for the defendant objects to mark this document on the ground that the document is insufficiently stamped under the Indian Stamp Act, cannot be construed as admission of liability and subject to proof and relevancy)(The learned counsel for the plaintiff objects that it cannot be taken on record as 'denial of admission of liability').

Ex.P14 is the certified copy of the NCLT Order recording the same compromise dated 16.09.2019 (subject to proof and relevancy).

Time:12.57 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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 07.01.2025
Time : 03.10 P.M.

Name : Mr.Chirag N Maher (PW 1)

PW1 cross examination by Mr.Vaibhav R Venkatesh, Learned Counsel for the Defendants.

Solemnly affirmed:

Q1: What line of business is the plaintiff company into?

A: Plaintiff is Narendra Properties Ltd. We are into development of properties.

Q2: Is the Plaintiff Company a Banking Company registered under the RBI?

A: It is not a Banking Company.

Q3: Is it a non-banking financial company (NBFC) registered under the RBI?

A: No.

Q4: Refer to the list of exhibits marked by the plaintiff. Has the plaintiff produced any loan agreement allegedly executed between the plaintiff and the defendant?

A: I do not remember. (Counsel for the defendant refreshed the memory of the witness by showing the list of document and the copies). (After seeing the documents, the witness answers)

No. There is no loan agreement executed between the plaintiff and the defendant.

Q5: Refer to the list of exhibits marked by the plaintiff. Is there any memorandum of deposit of title deeds or Mortgage Deed or any form of mortgage deed, with regard to the alleged loan, allegedly executed between the plaintiff and the defendant?

A: No.

Q6: Refer to the list of exhibits marked by the plaintiff. Is there any security interest created over any property, coupled with the alleged loan transaction, allegedly executed between the plaintiff and the defendant?

A: No.

Q7: Is there any form of any written loan contract allegedly executed between the parties prior to the alleged transactions?

A: No.

Q8: Has the plaintiff annexed/ filed any special Board Resolution authorizing the alleged act of disbursement of loan by the plaintiff company?

A: I do not remember.

Q9: (Witness is shown the list of documents) Please answer the previous question?

A: I do not remember. Witness Adds: There is a Board Resolution marked as Ex.P10.

Q10: Ex.P10 is shown to the witness. What is the date of this document i.e., Board Resolution?

A: 29th May 2017.

Q11: In Q.No.8 you were specifically asked if the plaintiff annexed/ filed any special Board Resolution authorizing the alleged act of disbursement of loan by the plaintiff company. But this alleged Board Resolution (Ex.P10) is dated 29.05.2017 i.e., five years after the alleged transactions. Can you reaffirm if this is the Board Resolution authorizing the disbursement of loan by the plaintiff company prior to the transactions?

A: No. This is not the Board Resolution authorizing disbursement of loan by the plaintiff company prior to the transactions.

Time: 03.20 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 12.02.2025
Time : 04.10 P.M.

Name : Mr.Chirag N Maher (PW 1)

PW1 cross examination by Mr.Akash Srinanda V, Learned Counsel for the Defendants.

Solemnly affirmed:

Q12: Can you tell this Hon'ble Court as to whether there was any Board Resolution that was passed by the Plaintiff Company authorising it to enter into the alleged loan transaction with the defendant company?

A: I do not remember.

Q13: I put it to you that there was no Board Resolution which was passed by the plaintiff company authorising it to enter into the alleged loan transaction with the defendant company. What do you say?

A: I do not remember.

Q14: When and through whom was the Defendant company introduced to the plaintiff?

A: Mr.Rakesh Sheth representing Karisma Foundation got in touch with the plaintiff requesting for loan. Since they started the Defendant Company he was looking out for some funds for running his business.

Q15: Attention of the witness is drawn to Para 3 of the Plaint. In this para, you have specifically averred that the plaintiff was introduced to the defendant through one Mr.Nandkishore Sonthalia whereas in your answer to Q.No.14, you have answered that the defendant was introduced to the plaintiff company directly through its Managing Director. Which version do you stand by?

A: Mr.Nandkishore Sonthalia probably would have introduced us. But I do not remember. Ultimately Rakesh Sheth representing Karisma Foundation we did the financial transactions.

Q16: I put it to you that you are wantonly feigning ignorance in order to cover up your answers which are contradictory to your pleading before this Hon'ble Court?

A: I deny.

Q17: Apart from the alleged suit transaction, was there any other transaction that was entered into by the plaintiff company with the defendant company?

A: I do not remember.

Q18: You have averred in your Plaint that “the plaintiff and defendant had regular business transactions”. What were these so called “regular business transactions”?

A: I do not remember.

Q19: Having averred specifically and assertively in your Plaint about the above mentioned alleged fact, I call upon you to substantiate the same.

A: By regular business transactions referred to in para 4,5 & 6 of my Plaint I meant the suit transaction of Rs.1,25,00,000/-.

Q20: Have you filed any documentary evidence in the form of loan agreement or sanction letter to substantiate the alleged fact of the defendant having purportedly borrowed a sum of Rs.50,00,000/- as alleged by you in para 4 of your Plaint?

A: I do not remember.

Q21: Attention of the witness is drawn to the list of exhibits marked by the plaintiff in the present suit. Can you answer to question No.20 now?

A: I do not remember. Case is regarding to Rs.1,25,00,000/-.

Q22: I put it to you that there was no such loan transaction of Rs.50,00,000/- as alleged by you in para 4 of your Plaint and further the plaintiff and the defendant never had regular business transactions as alleged by you in the very same para.

A: I deny. Witness Adds: In NCLT there is a settlement where Karisma Foundations has paid Rs.50,00,000/- and the balance Rs.75,00,000/- as post dated cheque. This proves the fact that they accepted the loan taken and paid part of it.

Q23: I put it to you that your answer to Q.No.22 has no co-relation to the fact alleged by you in para 4 of your Plaint qua "regular business transactions". What do you say?

A: I deny.

Time: 04.55 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 17.02.2025
Time : 02.50 P.M.

Name : Mr.Chirag N Maher (PW 1)

PW1 cross examination by Mr.Akash Srinanda V, Learned Counsel for the Defendants.

Solemnly affirmed:

Q24: Is it your case that the alleged suit loan was disbursed by the plaintiff to the defendant on the basis of an oral agreement?

A: I do not remember having any oral agreement.

Q25: Then on what basis do you allege/claim that the plaintiff had purportedly disbursed the alleged suit loan to the defendant?

A: I do not remember now. I have already filed the documents.

Q26: (Witness is shown the list of documents exhibited by the plaintiff). Can you identify the documents referred to in your answer to Q.No.25?

A: On the basis all the documents mentioned in the Plaint such as 1.E-Proof of RTGS dated 01.02.2012, 2.E-proof of RTGS dated 20.03.2012, 3. Promissory Note dated 01/04/2013, 4. Letter acknowledging debt dated 31.03.2014, 5. Letter acknowledging debt dated 31.03.2015, 6. Cheque bearing No.023589 with return memo dated 18.01.2016, 7. Board Resolution dated 29.05.2017.

Q27: According to you, what was the date on which the alleged suit loan was disbursed by the plaintiff to the defendant?

A: I do not remember.

Q28: (Attention of the witness is drawn to the Plaint). I call upon you to answer Q.No.27 now?

A: RS.1,25,00,000/- in two installments in February 2012 and March 2012.

Q29: If it is your case that the alleged suit loan was disbursed by you in two installments in February 2012 and March 2012, then on what basis do you say that the alleged promissory note dated 01.04.2013, the alleged letter acknowledging debt dated 31.03.2014, the alleged letter acknowledging debt dated 31.03.2015, the alleged cheque dated 18.01.2016 which are all documents that were allegedly executed subsequent to March 2012, formed the basis for the disbursement of the alleged suit loan in February 2012 and March 2012?

A: We have filed the E-proof of RTGS copy dated 01.02.2012 & E-proof of RTGS copy dated 20.03.2012. This is the basis on which I claim the alleged suit loan was disbursed by the plaintiff to the defendant.

Q30: Was there any time frame which was fixed for repayment of this alleged loan?

A: I do not remember.

Q31: I put it to you that you do not remember because for the simple reason that there was no such alleged suit loan that was disbursed by the plaintiff to the defendant?

A: I deny.

Q32: Was there any kind of communication such as letters/ E-mails/ Text messages/ Whatsapp messages/ Telephone /Phone Calls that were exchanged between the plaintiff and the defendant with respect to the alleged suit loan or its purported terms and conditions as alleged by you in your plaint, proof affidavit and additional proof affidavit?

A: I do not remember. We had met Rakesh Sheth in person requesting him to pay back the loan given to him.

Q33: I put it to you that you do not remember because for the simple reason that there was no such alleged suit loan that was disbursed by the plaintiff to the defendant?

A: I deny.

Q34: I put it to you that no prudent person would disburse a loan for a substantial sum of Rs.1,25,00,000/- sans any written agreement and in the absence of there being a single communication of any form whatsoever evidencing the sanction of such loan and its alleged terms and conditions?

A: I deny.

Q35: I put it to you that the plaintiff has come up with a far fetched theory of having lent the alleged suit loan of RS.1,25,00,000/- without any written / oral agreement and hence the suit is liable to be dismissed. What do you say?

A: I deny. Witness Adds: I have filed the necessary documents.

Q36: Attention of the witness is drawn to Ex.P1. Have you filed the original of this document before the Hon'ble Court?

A: No. We have filed only the copy.

Q37: By describing Ex.P1 and Ex.P2 as "E-Proof" in your answers to Q.No.26 and Q.No.29, what exactly do you mean?

A: Amount sent through RTGS and the copy of the RTGS filed as E-Proof.

Q38: So according to you, are exhibits Ex.P1 and Ex.P2 copy of electronic records?

A: Yes.

Q39: Have you filed a certificate /affidavit as required under section 65B of Indian Evidence Act, 1872 with respect to Ex.P1?

A: I am not aware of such provision.

Q40: If it is really true that you are not aware of such provision / procedural requirement, then on what basis did you file an affidavit under section 65B of Indian Evidence Act, 1872 in respect of Ex.P11?

A: I am not aware.

Q41: I put it to you that Ex.P1 is inadmissible in evidence and has no evidentiary value. What do you say?

A: I deny.

Q42: Have you filed a certificate /affidavit as required under section 65B of Indian Evidence Act, 1872 with respect to Ex.P2?

A: I am not aware of the provision.

Q43: I put it to you that Ex.P2 is inadmissible in evidence and has no evidentiary value. What do you say?

A: I deny.

Q44: When was Ex.P3 which is the alleged promissory note executed by the defendant in favour of the plaintiff?

A: 01.04.2013.

Time: 04.55 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 06.10.2025
Time : 12.05 P.M.

Name : Mr.Chirag N Maher (PW 1)

PW1 cross examination Continuation by Mr.Akash Srinanda V, Learned Counsel for the Defendants.

Solemnly affirmed:

Q45: Have you produced before this Hon'ble Court, the alleged loan requisition letters dated 01.02.2012 and 20.03.2012 purportedly issued by the defendant to the plaintiff as averred in para 2 of your rejoinder?

A: I do not remember.

Q46: I put it to you that no such letters have been produced by the plaintiff before this Hon'ble Court and hence their assertion in para 2 of the rejoinder is false and untrue. What do you say?

A: I do not remember.

Q47: (Ex.P3 is shown to the witness). Can you explain as to why there is no name which is mentioned in the witness particulars of this document?

A: I do not know.

Q48: Has it been mentioned anywhere in Ex.P3 as to who and under what capacity did that person allegedly execute Ex.P3 on behalf of the defendant?

A: No. Witness Adds: Narendra Properties Ltd gave the cheque to Karisma Foundation Pvt Ltd represented by Rakesh Sheth.

Q49: What is this so called cheque that you have mentioned in your answer to the Q.No.48? When was that alleged cheque issued by the plaintiff in favour of the defendant and have you produced the same before this Hon'ble Court?

A: No cheque details were mentioned in Ex.P3.

Q50: Have you spelt out the details of the alleged cheque mentioned by you in your answer to Q.No.48 in your Plaint?

A: I do not know.

Q51: Therefore I put it to you that no such cheque was issued by the plaintiff in favour of the defendant and your answer to the contrary in Q.No.48 is utter falsehood?

A: I deny.

Q52: I put it to you that Ex.P3 was never executed by the defendant in favour of the plaintiff and further, Ex.P3 is a manufactured document which has been produced by the plaintiff in furtherance of its sinister agenda against the defendant?

A: I deny.

Q53: I put it to you that since no other person has witnessed the execution of Ex.P3, the same cannot be construed as a valid negotiable instrument in the eyes of law?

A: I deny.

Q54: If it is your case that Ex.P3 is indeed a valid promissory note why did you not deem it fit to file a summary suit against the defendant on the strength of Ex.P3?

A: I do not know.

Q55: I put it to you that you did not file a summary suit on the basis of Ex.P3 because you were aware and cognizant of the fact that Ex.P3 was never executed by the defendant in the first place?

A: I deny.

Q56: I put it to you that Ex.P3 ought to be declared as null and void by this Hon'ble Court?

A: I deny.

Q57: According to you when did the defendant first commit default in the repayment of the alleged suit loan?

A: I do not remember.

Q58: I put it to you that you do not remember this basic foundational fact for the simple reason that no loan was disbursed by the plaintiff to the defendant?

A: I deny.

Q59: (Ex.P4 is shown to the witness). Were you the recipient of this alleged communication dated 31.03.2014 claimed to have been issued by the defendant?

A: Yes, We requested Mr.Rakesh Sheth to issue this letter (Ex.P4) to our Auditor Sanjay Bhandari & Co.

Q60: (Plaint in 822 of 2017 is shown to the witness). Please go through your Plaint and answer as to whether you have pleaded about the alleged request made by you to Mr.Rakesh Sheth as mentioned in your answer to Q.No.59?

A: I do not know if it is mentioned.

Q61: (Plaint in 822 of 2017 is shown to the witness). Please go through your Plaint and answer as to whether you have pleaded about the alleged fact of M/s.Sanjay Bhandari & Co. being your Chartered Accountant as mentioned in answer to Q.No.59?

A: I do not know if it is mentioned.

Q62: I put it to you that having not pleaded about the facts mentioned in Q.No.59 and having not produced any document to substantiate the same, your answer to Q.No.59 is nothing but an after thought?

A: I deny.

Q63: (Ex.P4 is shown to the witness). Does Ex.P4 make any reference to any specific loan transaction between the plaintiff and the defendant?

A: Yes. It is with regard to the same.

Q64: I call upon you to make specific reference to that portion of Ex.P4 wherein a reference is made to the alleged suit loan transaction between the plaintiff and the defendant?

A: As I mentioned earlier it is the same amount.

Q65: I put it to you that you are not competent to speak about Ex.P4 since admittedly the defendant was not the recipient of Ex.P4?

A: I deny.

Q66: In Ex.P4, has it been mentioned anywhere as to who and in what capacity did that person execute the alleged communication on behalf of the defendant?

A: It is mentioned balance confirmation of Rs.1,25,00,000/- from Karishma Foundation Pvt Ltd to Sanjay Bandari.

Q67: Has the Seal of the defendant company been affixed in Ex.P4?

A: No.

Q68: Does Ex.P4 bear the official letter head of the defendant company?

A: No.

Q69: According to you was there any interest that was liable to be paid by the defendant in respect of the alleged suit loan and if so, what was that rate of interest that was liable to be paid by the defendant?

A: I do not remember.

Q70: (Plaint in CS 822 of 2017 is shown to the witness). Have you not stated in para 5 of the Plaint that the alleged suit loan carried “an agreed rate of 18% interest”?

A: Yes.

Q71: If it was true that the alleged suit loan carried an interest at the rate of 18% then why does Ex.P4 mention only a figure of Rs.1,25,00,000/- which was the alleged principal sum lent by you?

A: I do not know.

Q72: I put it to you that Ex.P4 was never executed by the defendant and further the plaintiff has manufactured/ forged this document only for the purpose of filing the present suit?

A: I deny.

Q73: I put it to you that since Ex.P4 is riddled with various suspicious circumstances coupled with other infirmities, the same ought to be declared as null and void by this Hon'ble Court?

A: I deny.

Q74: Ex.P5 is shown to the witness. Does this document bear the official letter head of the defendant Company?

A: No, but it has the Company seal.

Q75: Does Ex.P5 mention the name of the person who has signed it under the purported capacity of being the Managing Director of the Defendant Company?

A: No.

Q76: Does Ex.P5 make reference to any specific loan transaction between the plaintiff and the defendant?

A: This is the loan confirmation letter of Rs.1,25,00,000/- given by them.

Q77: (A document is shown to the witness). Can you please confirm if this document was the winding up notice dated 19.12.2016 that was issued by the plaintiff to the defendant?

A: I do not know.

Q78: (Ex.P7 is shown to the witness). Can you go through this document which was the notice issued by the plaintiff under Section 138 of N.I.Act and tell this Court as to whether there is any mention of Ex.P4 and Ex.P5 letters in the said notice?

A: I do not know.

Q79: I put it to you that there was no mention about Ex.P4 and Ex.P5 alleged acknowledgment letters even in the winding up notice dated 19.12.2016 that was issued by the plaintiff to the defendant?

A: I deny.

Q80: I put it to you that the very fact that there was no whisper about the existence/ execution of Ex.P4 and Ex.P5 alleged acknowledgment letters in Ex.P7 notice as well as the winding up notice demonstrates that the said letters were not in existence and were not executed by the defendant and that is why the same has not been mentioned in the very first instance by the plaintiff?

A: I deny.

Q81: I put it to you that Ex.P4 and Ex.P5 have been fraudulently manufactured by the plaintiff only as an after thought to over come limitation for the purpose of instituting a vexatious litigation against the defendant for a non-existing transaction?

A: I deny.

Q82: I put it to you that Ex.P5 ought to be declared as null and void by this Hon'ble Court?

A: I deny.

Q83: Who issued the alleged Ex.P6 cheque in favour of the plaintiff?

A: Karishma Foundations Pvt Ltd issued cheque to Narandra Properties.

Q84: According to you, when was the alleged Ex.P6 cheque issued by the defendant?

A: 12.01.2016.

Q85: Is it not true that the Bank Account No.04662080000074 maintained by the defendant with Kotak Mahindra Bank was closed in the year 2013 itself?

A: Ex.P6 says the cheque was issued by Kotak Mahindra Bank in the year 2016.

Q86: I put it to you that your answers to Q.Nos.84 and 85 as regards the date of execution and the details of the drawer of Ex.P6 alleged cheque are contradictory to the very document itself?

A: I deny.

Q87: I put it to you that Ex.P6 alleged cheque could have never been issued on 18.01.2016 as pleaded in the plaint or on 12.01.2016 as answered by you since the Bank Account No.04662080000074 maintained by the defendant with Kotak Mahindra Bank was closed in the year 2013 itself?

A: I deny.

Q88: I put it to you that Ex.P6 alleged cheque was not issued by the defendant in favour of the plaintiff and further the plaintiff has illegally got in hold of the same?

A: I deny.

Q89: (Ex.P11 is shown to the witness). Has this document which is the so called ledger statement been endorsed or certified by any independent Chartered Accountant or Cost Accountant or Company Secretary?

A: This Account summary was given from our office.

Q90: Have you produced any Bank Statement corroborating the entries shown in Ex.P11 ledger statement?

A: I do not remember.

Q91: The list of documents exhibited by the plaintiff in the present suit is shown to the witness). I now call upon you to answer Q.No.90?

A: No.

Q92: I put it to you that in the absence of any certification by an independent accountant coupled with the non-production of supporting Bank Statement to corroborate the entries shown in Ex.P11, the same lacks any evidentiary value?

A: I deny.

Q93: Ex.P13 is shown to the witness. Was this agreement executed when the defendant company was admitted into Corporate Insolvency Resolution Process before the NCLT, Chennai?

A: Yes.

Q94: I put it to you that since the defendant Company was under CIRP, the plaintiff as purported financial creditor before NCLT was in a dominant position at the relevant point of time and using the same, the plaintiff had exerted its undue influence over the defendant company to execute Ex.P13, what do you say?

A: I deny.

Q95: Did you receive Rs.50,00,000/- from the defendant company in pursuance to Ex.P13 agreement?

A: As mentioned by you Ex.P13 is a agreement to settle financial debt which was done infront of the Hon'ble Judge in NCLT Court. Yes, we have received only part amount which is also mentioned in the agreement.

Q96: Have you filed any amendment application to reduce the suit claim since even according to you, the plaintiff has received a sum of Rs.50,00,000/- from the defendant company?

A: No. But we have filed cheque bounce case for the balance amount.

Q97: I put it to you that you did not move any amendment application since any reduction in the Principal suit claim would divest the pecuniary jurisdiction of this Hon'ble Court to try the present suit?

A: I deny.

Q98: Attention of the witness is drawn to clause 8 of Ex.P13 agreement. Has it not been stated therein that the plaintiff was duty bound to withdraw all the legal proceedings including the present suit upon the signing of the Ex.P13 agreement?

A: The settlement agreement does not fulfill since the balance amount we did not receive.

Q99: I put it to you that having failed to withdraw the present suit in accordance with clause 8 of Ex.P13 agreement, the plaintiff themselves have violated the covenants of Ex.P13 agreement and hence they cannot take advantage of their own wrong?

A: I deny.

Q100: I put it to you that Dehors the existence of Ex.P13, the same does not extend the limitation period for the alleged suit loan and hence Ex.P13 agreement cannot be relied upon to revive the time barred suit claim?

A: I deny.

Q101: I put it to you that in the absence of any agreement on the rate of interest, the plaintiff is not entitled to any interest as claimed in the Plaint?

A: I deny.

Q102: I put it to you that the present suit is hopelessly barred by limitation and hence the same warrants to be dismissed?

A: I deny.

Q103: I put it to you that you have been evasive in your answers and therefore your evidence cannot be relied upon by this Hon'ble Court?

A: I deny.

Time: 01.30 P.M

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

ADDITIONAL MASTER – I

BEFORE THE ADDITIONAL MASTER I, HIGH COURT, MADRAS

C.S.822 of 2017

Date : 22.01.2026
Time : 11.55 A.M.

Name : Mr.Rakesh P Sheth (DW 1)

Age : 50 Years

Father's Name : Mr.Premkumar Sheth

Office Address : Villa No.2, Plot No.5, Main Avenue,
Sea Clif Conclave, Akkarai, East Coast Road,
Uthandi, Kancheepuram – 600 119.

DW1 examined in chief by Mr.S.Barath Kumar, Learned Counsel for the Defendant.

Solemnly affirmed:

I am the Director of the Defendant Company herein. I am filing my proof affidavit stating the facts of this case and the same may be treated as part and parcel of my examination-in-chief.

Time: 12.00 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 – I

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.822 of 2017

Date : 23.03.2026
Time : 12.55 P.M.

Name : Mr.Rakesh P Sheth (DW 1)

DW1 Chief Examination Continuation by Mr.S.Barath Kumar, Learned Counsel for the Defendant.

Solemnly affirmed:
The following documents are marked as exhibits.

Ex.D1 is the photocopy of the alleged promissory note dated 01.04.2013. (The learned counsel for the plaintiff objects to mark this document since original has been already marked as Ex.P1.).

Ex.D2 is the photocopy of the alleged letter from the defendant to the Chartered Accountant of the plaintiff dated 31.03.2014. (The learned counsel for the plaintiff objects to mark this document since original has been already marked as Ex.P2).

Ex.D3 is the photocopy of the alleged letter from the defendant to the plaintiff dated 31.03.2015. (The learned counsel for the plaintiff objects to mark this document since original has been already marked as Ex.P3).

Time: 01.02 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 – I

Ex.D4 is the photocopy of the Bank Statement dated 31.08.2013. (Compared with original).

Ex.D5 is the photocopy of the Closure of no due certificate from Kotak Mahindra Bank dated 04.10.2013.

Ex.D6 is the photocopy of the Bank Statement dated 30.11.2013.
Ex.D7 is the photocopy of the Closure Form dated 08.01.2014.
Ex.D8 is the photocopy of the Bank Statement dated 31.01.2014.
Ex.D9 is the photocopy of the Receipt issued by the Bank for closing Bank account of defendant dated 03.03.2014.
Ex.D10 is the photocopy of the Lawyers Notice issued on behalf of the plaintiff for winding up of defendant company dated 19.12.2016.
Ex.D11 is the photocopy of the Reply Notice issued by the defendant dated 28.01.2017.
Ex.D12 is the photocopy of the Truth Labs Forensic Service Report dated 05.11.2018.
Ex.D13 is the photocopy of the Board Resolution dated 10.12.2013.