

BEFORE THE MASTER,
HIGH COURT, MADRAS.

C.S.No.21 of 2023

DATE : 27.11.2025

TIME : 03.25 P.M.

Evidence of Mrs.M.C.Manju, D.W.1, aged 43 years,
W/o.K.Venkataswamy, working as the Chief Manager of Indian Bank
having office at Vijayalakshmipuram, Venkatapuram, Ambattur, Chennai
600 053.

Cross Examination by
M/s. Selvi George, (Enrl.No.288/1991), Counsel for the Plaintiff.

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SOLEMNLY AFFIRMED :

I am the second defendant in this case. It is correct to state that I am aware of full facts of this case. It is correct to state that the second defendant bank was the tenant under the plaintiff. I do not know the details when did the second defendant bank occupy the subject property of the suit as a tenant. I do not know how many floors the suit property is having because it occurred long back. I do not know what is the extent of the suit property occupied by the second defendant bank. I also do not know what was the rent fixed. It is incorrect to state that when the second defendant

bank occupied the subject property to suit their convenience the bank has modified the structure of the building. I have not visited the subject property yet.

Q:I put it to you that the second defendant has altered the structure of the subject property and it still remains in the building. Is it correct?

A:The owner has constructed the strong room as per the agreement and given to the bank.

Q:What was the tenancy period initially?

A:I do not know.

Q:I put it to you that the initial tenancy period was 5 years from 1991?

A:I do not know.

Q:I put it to you for the first 5 years, the rent was fixed at Rs.7,621/- per month?

A:I do not know.

Q:After the lapse of 5 years, the period was extended for a further period of 5 years for a rent of Rs.8,794/- per month. Is it correct?

A:I do not know.

Q:I put it to you that the tenancy came to an end on August 2002. Is it correct?

A:I am not aware.

Q:I put it to you that the plaintiff requested for a fair rent as per the market value. Is it correct?

A:I do not know.

Q:In the meanwhile, the defendant bank has committed a default in paying rent to the plaintiff. Is it correct?

A:I do not know.

Q:I put it to you that due to the action of the defendant bank the plaintiff was forced to file two RCOPs in RCOP No.9 of 2005 for eviction on the ground of willful default and another RCOP No.10 of 2005 for fixation of fair rent before District Munsif-cum-Judicial Magistrate Court, Ambattur. Is it correct?

A:I am not aware.

Q:In RCOP No.9 of 2005 the eviction was ordered by the court on 14.10.2008. Is it correct?

A:I do not know.

Q:As against the eviction order the bank has filed RCA No.5 of 2009 before Sub Court, Poonamallee. Is it correct?

A:As per the proof affidavit it is there.

Q:The appeal of bank was dismissed on 19.07.2010 confirming the order. Is it correct?

A:I do not know.

Q:As against the RCA the defendant bank has filed a CRP No.3180 of 2010 before Hon'ble High Court, Madras. Is it correct?

A:I do not know.

Q:I put it to you the revision filed by the bank was dismissed by Hon'ble High Court on 19.12.2017. Is it correct?

A:I do not know.

Q:I put it to you finally on 02.06.2018 the second defendant bank has handed over the possession to the plaintiff. Is it correct?

A:I do not know.

Q:For all these years, the bank has wantonly, willfully neglected to pay the rent which is a legal debt to the plaintiff. Is it correct?

A:I do not know the facts what happened for the relevant period.

Q:In the fair rent proceedings in RCOP No.10 of 2005 the Hon'ble Judicial Magistrate-cum-District Munsif has fixed the fair rent @ Rs.28,490/- per month with effect from the date of petition. Is it correct?

A:I do not know.

Q:I put it to you that as against the aforesaid order the bank has filed a RCA No.6 of 2009. Is it correct?

A:I do not know.

Q:This RCA was allowed and the matter was remanded back for a fresh disposal on 19.07.2010. Is it correct?

A:I do not know.

Q:Is it correct to state that the remanded RCA was dismissed for default on 07.10.2010?

A:I do not know.

Q:What are the functions of your bank?

A:Lending and receiving deposits.

Q:So you are lending money for interest. Is it correct?

A:Yes.

Q:If the borrower, fails to pay the dues what will the bank do?

A:It will take recovery measures.

Q:You will collect interest, compounding interest, penal interest. Is it correct?

A:Yes. As per bank guidelines.

Q:What is the rate of interest your bank is giving for the depositors?

A:It varies for the period 14 days, 30 days, 45 days etc.

Q:For 20 years of deposit what will be the rate of interest now your bank is giving?

A:Maximum period of deposit is only for 10 years. It is for the customers to come and renew the deposits.

Q:What is the interest for 10 years period?

A:Approximately 6 percent for 10 years.

Q:If the bank lend the money to a borrower what will be the interest charged?

A:It varies from product to product.

Q:What do you mean by product to product?

A:For home loan 7.4 percent, vehicle loan 7.8 percent, for MSME products it starts from 8.5 percent. So many factors are involved for charging the interest.

Q:The second defendant bank has carried a commercial activity from the plaintiffs suit property. Is it correct?

A:Yes, we are doing banking activities.

Q:From the commercial activity the second defendant bank earned profit. Is it correct?

A:The bank as a whole earn profit but the branch may occur profit or loss at the relevant period has to be checked.

Q:I put it to you that the second defendant bank withhold the legal rent of the plaintiff unlawfully?

A:I deny.

Q:The second defendant bank is a public sector undertaking and it is governed by the rules and regulations of Reserve Bank of India?

A:Yes.

Q:Is there any rule or guidelines to deny the legitimate right of the plaintiff to collect rent from the second defendant bank for having occupied the subject property for years together?

A:No. Rent will be paid as per the rental agreement.

Q: So the second defendant bank should not have defaulted in payment of rent to the plaintiff for years together?

A: Yes.

Q: Is there any specific reason for non-payment of rent to the plaintiff as and when it fell due?

A: It depends upon the rental agreement entered between the plaintiff and the bank.

Q: Is it correct to state that the rental arrears has become legally enforceable debt?

A: We have to check the rental agreement.

Q: Have you filed the rental agreement to show that the plaintiff is not entitled to collect the rent?

A: I do not know. It happened long back.

Q: In this case whether the second defendant bank has filed a rental agreement to show that the plaintiff is not entitled to collect the rent?

A: No.

Q:Are you aware in W.P.No.11017 of 2021 the Hon'ble High Court has referred the matter for mediation?

A:Yes.

Q:Is it correct to state that in the mediation, there was a joint compromise memo entered by the plaintiff, the first and the second defendant?

A:Yes.

Q:Is it correct to state that in the compromise the total amount was arrived at Rs.83,78,290/-?

A:Yes.

Q:Is it correct to state that the first and second defendants had agree to pay the aforesaid amount within the period stipulated in the compromise memo?

A:Yes on condition.

Q:Is it correct to state as per the compromise memo the second defendant bank has paid a sum of Rs.32,14,507/- by way of DD dated 01.11.2021?

A:Yes.

Q:Is it correct to state that in the said compromise memo the second defendant bank undertook to settle the balance amount of Rs.51,63,783/- on or before 31.12.2021?

A:Yes on condition.

Q:Is it correct to state that in the said compromise memo the plaintiff agreed to withdraw RCA No.9 of 2009 on the file of Sub Court, Poonamallee and a petition filed u/s 10 of the Tamil Nadu Registration of Rights and Responsibilities of Landlord and Tenants Act, 2017 on or before 31.12.2021?

A:Yes.

Q:Who filed RCA No.9 of 2009 before Sub Court, Poonamallee?

A:Plaintiff.

Q:I put it to you that the plaintiff did not file any RCA No.9 of 2009 on the file of Sub Court, Poonamallee?

A:As per Ex.P3 joint compromise memo it is mentioned as the plaintiff withdraw RCA.

Q:I put it to you that a plaintiff cannot withdraw a case which he has not filed?

A:The plaintiff has withdrawn the case in July 2023 as per Ex.P3.

Q:Has the second defendant bank has filed any document before this court to show that the plaintiff has withdrawn RCA No.9 of 2009 during July 2023?

A:No.

Q:Has the second defendant bank has paid the balance amount of Rs.51,63,783/- on or before 31.12.2021?

A:No.

Q:I put it to you since the first and the second defendant did not paid the aforesaid amount and honour the commitment. The plaintiff has wriggled out of the contract. Is it right?

A:As per the joint compromise memo there are two conditions. One is to withdraw RCA No.9 of 2009 and second is Section 10 of Tamil Nadu Registration of Rights and Responsibilities of Landlord and Tenants Act, 2017 and thereafter the defendant is to pay the balance amount.

Q:Can you tell this court when did you pay Rs.51,63,783/- to the plaintiff?

A:In the year 2023.

Q:So the aforesaid amount was paid after the institution of this present suit
Is it correct?

A:No communication was made to the bank about the withdrawal of RCA and application u/s 10 of Tamil Nadu Registration of Rights and Responsibilities of Landlord and Tenants Act, 2017. Only after filing of the suit the bank came to know about the withdrawal of above cases.

Q:I put it to you that the balance amount of Rs.51,63,783/- was paid by the bank after the Hon'ble High Court directed you to pay the amount and not on your own. Is it correct?

A:The plaintiff has not approached the bank with the withdrawal order to make the payment in the bank. They have filed a writ petition directly without approaching the bank.

Q:I suggest to you in that writ petition only it is referred to mediation?

A:I do not know the court terminology. My answer to the aforesaid question must have been a suit.

Q:I put it to you, the second defendant is a party to the compromise memo and the second defendant know that they are liable to make the payment of Rs.51,63,783/- on or before 31.12.2021 and therefore did the second defendant bank issue any notice to the plaintiff calling upon him to produce the order copy?

A:No.

Q:I put it to you therefore having defaulted in payment, the bank one and two are not entitled to any waiver of interest. Is it correct?

A:We have not defaulted the payment. As per the compromise memo the plaintiff is to produce the withdrawal order.

Q:By paying Rs.83,78,290/- the bank has admitted their liability. Is it correct?

A:The bank has paid the amount in compliance of the order of the court.

Q:I put it to you that since the second defendant is the defaulter for years together, the defendants 1 and 2 are liable to pay interest to the plaintiff till the date of actual payment. Is it correct?

A:No.

Q:I put it to you that the plaintiff is entitled to future interest as prayed by him in the plaint. Is it correct?

A:No.

Q:I put it to you the plaintiff is entitled for a decree for a sum of Rs.1,55,70,342/- less Rs.83,78,290/-. Is it correct?

A:No. As per joint compromise memo the plaintiff has agreed that he will not claim any interest, damages and any other cost on or above the agreed amount.

Q:I put it to you that the plaintiff is entitled for a decree as prayed for in the plaint?

A:I deny.

TIME : 05.15 P.M.

Taken down in open court, read by the witness and admitted by the witness to be correct and signed before me.