BEFORE THE ADDITIONAL MASTER-II

HIGH COURT, MADRAS

C.S. No. 45 OF 2020

Date : 11.07.2025
Time : 2.40 PM

Name : Mr. K. Anantha Kumar (PW2)

Cross examination of PW2 by Mr. G. Guruswaminathan for M/s. Nageswaran and Narichania (MS. 998/1998), counsel for defendants.

Solemnly Affirmed:

Q136:Ex.P5 is a letter sent by the defendant to the plaintiff. Is it correct?

A:Yes, correct.

Q137:Is there any reference to the objections raised by you with respect to the final survey report in Ex.P5?

A:No. It is sent by defendant to plaintiff.

Q138:For the earlier Q117 you have answered that you removed the machineries from the claim application and informed the surveyor. Why did the plaintiff removed the machineries from the claim?

A:At the time of fire accident we did not remember that we had insurance from Chola MS insurance company and New India Assurance company we have taken loan from bank Dhanalashmi Finance and DHFL Bank. They only informed us we have insurance policy for hypotheticated machineries and so you can file a claim for the particular machineries. Then we informed to United India Insurance surveyor and we removed that particular machineries from the initial claim form.

Q139:I put it to you that your answer is false and that you were well aware about the machineries being insured with the said company.

A:I deny.

Q140:As regards said machineries you filed a revised claim with the defendant. Is it correct?
A:Yes.
Q141:(Proof affidavit is shown to the witness) Have you stated in your proof affidavit those machineries which were covered by other insurance company?
A:It is stated in Para 13 of my proof affidavit.
Q142:Have you stated in your proof affidavit about the scrap which were segregated insurance company wise?
A:No. I have not stated in my proof affidavit.
Q143:What was the amount settled by Chola MS general insurance company and New India Assurance Company?
A:New India Assurance company settled Rs.16,66,427/- and Chola MS general insurance company settled Rs.47,56,459/-. They have adjusted in our loan.
Q144:In para 17 of your proof affidavit you have stated that the finance company refunded the aforesaid amounts to you. Have you filed any documentary proof for the same?
A:I have not filed.
Q145:You have stated in your proof affidavit you are not accepting the final survey report issued by Mr.N.Veeraragavan. Did the plaintiff company appoint any engineer and loss assessor to assess the loss?
A:No.
Q146:Who was the surveyor appointed by Chola MS General insurance and New India Assurance company?
A:I do not remember.

Q147:Have you filed the reports issued by the said surveyor in this case?
A:No. Witness adds: But the policy and claim application were filed.
Q148:The plaintiff executed 3 lease agreements on 01.07.2015, 04.07.2016 and 03.08.2016. Is it correct?
A:Yes.
Q149:What was the necessity to enter into 3 agreements for two plots?
A:Initially we have taken sub-lease after that I came to know both are undivided family property for our convenience we cancelled the agreement with Mr.Jayasekaran and directly entered into the agreement with land owner.
Q150: I put it to you that there were discrepancies and duplication with the respect to the properties as found by the surveyor in his report.
A:I deny.
Q151:Since you have not filed the policies issued by Chola MS insurance company and New India Assurance Company, I put it to you that you are intentionally concealing those material documents from Court?
A:I deny.
Q152:As the lease deeds have not been proved, I put it to you that the plaintiff has failed to establish insurable interest over the properties and hence the plaintiff has not entitled any claim?
A:I deny.

Q153:I put it to you that the property documents and the EB documents do not reveal the correct owner of the properties and that you have committed the fraud on the defendants.
A:I deny.
Q154:Your books of accounts did not reflect the correct value of the stocks and other items during the relevant period and I therefore I put it to you that the plaintiff has not proved the value of the loss?
A:I deny.
Q155:I put it to you that the plaintiff has manipulated the documents to inflate the claim and therefore the suit claim is not genuine
A:I deny.
Q156:I put it to you that the plaintiff is liable for false declaration, concealment of facts misrepresentation and non disclosure of material facts thereby rendering the contract of insurance void.
A:I deny.
Q157:I put it to you that the suit is liable to dismissed.
A:I deny.

Time : 03.15 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-II