

BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.206 of 2019

Date : 20.12.2023

Time : 12.50 P.M.

Name : Mrs.Sumathi Sampath(PW 1)

Age : 53 Years

Father's Name : Late Mr.N.Sampath Kumar

Office Address : Ground floor, No.36/2, Pachhaiyyappas College
Hostel Road, Chetpet, Chennai – 600 031.

Chief Examination by Mr.P.Siddarth, Learned Counsel for the Plaintiff.

Solemnly affirmed:

I am the plaintiff 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: 01:00.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.No.206 of 2019

Date : 09.01.2024

Time : 12.20 P.M.

Name : Mrs.Sumathi Sampath(PW 1)

Chief Examination by Mr.P.Siddarth, Learned Counsel for the Plaintiff.

Solemnly affirmed:

I am the plaintiff herein. The following documents are marked as exhibits.

Ex.P1 is the certified copy of the Sale Deed No.983/2001.

Ex.P2 is the Property Tax Demand and Receipt.

Ex.P3 is the office copy of the Legal Notice sent to the defendant.

Ex.P4 is the certified copy of the Petition Seeking Divorce filed by the Applicant bearing M.C.No.3378/2018 in the Court of Principal Judge, Family Court, Bengaluru.

Time: 12:40 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.No.206 of 2019

Date : 23.01.2024

Time : 12.55 P.M.

Name : Mrs.Sumathi Sampath(PW 1)

Chief Examination continuation by Mr.P.Siddarth, the learned counsel for the Plaintiff.

Solemnly affirmed:

Ex.P5 is the Voter Identity Card of Mrs.Sumathi. (Original is seen and returned).

Ex.P6 is the Bank Statement of ICICI Bank of Mrs. Sumathi Sampath. (Certificate under Section 65 B of I.E. Act produced).

Cross Examination by Mr.Praveen Alexandar, the learned counsel for the Defendant.

Q1: What have you studied?

A: Post Graduate in Human Resource Management.

Q2: Is it correct to say that you filed this case against your husband?

A: Yes.

Q3: Your marriage was a Love or arranged Marriage?

A: It was a Love Marriage.

Q4: How many years prior to your Marriage you knew your husband?

A: 8 Months.

Q5: You have initiated Matrimonial Proceedings against your husband?

A: Yes.

Q6: You have filed divorce case before or after filing this C.S.206 of 2019?

A: It is before this case.

Q7: Have you taken an application seeking vacant possession of the suit schedule property in your divorce proceedings?

A: No.

Q8: I put it to you that when there is a provision under Section 7 of the Family Courts Act, this suit is not maintainable?

A: I am not aware.

Q9: In ABN Amro Bank did your husband hold an account or both of you have an account?

A: I don't have an account. I don't know whether my husband had an account.

Q10: I put it to you that your husband has transferred funds to purchase this suit property from his ABN Amro Bank to your Bank Account?

A: I deny.

Q11: When was the suit property purchased?

A: In the year of 2000.

Q12: What was the sale consideration price of the suit property in the year 2000?

A: Approximately Rs. 22 Lakhs.

Q13: Can you produce any document to show that you have transferred Rs.22 Lakhs from your Bank Account to the Vendors Bank Account during the period of 2000?

A: I obtained loan.

Q14: How much Loan was availed?

A: I obtained loan for Rs.10 Lakhs.

Q15: What was the tenure of the loan?

A: 15 years.

Q16: Have you closed your loan?

A: Yes, in the year of 2005.

Q17: I put it to you that the advance amount for the suit property was paid by the defendant to the Vendor of the suit property?

A: I deny.

Q18: Have you transferred any money from your Bank Account to your husband's Bank Account?

A: Whenever he wanted, I would have transferred.

Q19: Ex.P6 is shown to the witness. Is it for the period 2005 to 2006?

A: Yes.

Q20: I put it to you Ex.P6 and the sale consideration paid during 2005 does not match?

A: In the year of 2000 I Paid my Advance to the vendor, In the year of 2001 I obtained loan and registered the property.

Q21: You have not produced any document to show that you have paid advance in the year of 2000. Am I right?

A: I showed it to my lawyer. Witness Adds: I think I show it to my lawyer.

Q22: When can you produce the document before this Court?

A: It was closed before 25 years back, the receipts which are in my Chennai house which is under my husband's possession.

Time: 01:25 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.No.206 of 2019

Date : 02.02.2024

Time : 12.55 P.M.

Name : Mrs.Sumathi Sampath(PW 1)

PW1 Cross Examination continuation by Mr.Praveen Alexandar, the learned counsel for the Defendant.

Solemnly affirmed:

Q23: In last occasion you have said that you have paid advance amount to the suit property during the year 2000 and that document was shown to your lawyer. Have you brought the said document ?

A: I have not brought it. As I already said that It is in the possession of my husband.

Q24: Which means you have not shown the said document to your lawyer?

A: I have not shown the said document to my lawyer.

Q25: I put it to you that your husband/ defendant has paid the advance for the suit property during the year 2000 onwards and he also continued to support you financially in respect to the monthly installments paid towards the loan availed for the suit property?

A: I deny.

Q26: For the period 2000, you have not produced any document to show your source of income. What do you say?

A: Yes, I have not produced.

Q27: Can you tell what all the document produced before this Court to show your source of income?

A: Bank Statements.

Q28: Is it correct to state that apart from Bank Statements no other documents has been produced to show your source of income?

A: I have not produced.

Q29: Is it correct to state that Ex.P6 is your bank statement during the period of 2005 to 2006 only?

A: Yes.

Q30: Is it correct to state that the suit property was purchased in the year of 01.06.2001 as per Ex.P1?

A: Yes.

Q31: Is it correct to state that on 01.06.2001, a sum of Rs.10,00,000/- was paid to one Lakshmanan towards purchase of Undivided share of land in respect to the suit property?

A: Yes, as per the document.

Q32: Is it correct to state that you have not furnished any document in respect to the mode of payment made by you to Mr.Lakshmanan on 01.06.2001?

A: I deny. The Bank has paid Demand Draft on behalf of me.

Q33: When did the bank pay the Demand Draft on behalf of you?

A: Around June 2001. I do not know the date exactly.

Q34: Was it before 1st June 2001 or after 1st June 2001?

A: I do not remember.

Q35: Can you produce the details by way of documents before the Court?

A: No. Witness Adds: It is in the Chennai House.

Q36: I put it to you that there is no mentioning of Demand Draft in Ex.P1 ?

A: Yes, it is not mentioned.

Q37: I put it to you that during the period June 2001, your husband was only having the source of income, out of his self earnings only he has paid Rs.10,00,000/- in favour of vendor Mr.Lakshmanan and due his Love and Affection towards you,he has registered the Undivided share of land in respect to the suit property in your name?

A: I deny.

Q38: In respect to the construction agreement of the suit property, what was the amount paid for the Super Structure of the Apartment in the suit property. How much was that amount?

A: Balance Amount was paid. Approximately,6.5 lakhs.

Q39: Is it correct to say that the sale consideration of the UDS is Rs.10,00,000/- and the sale consideration towards the Super Structure is approximately 6.5 lakhs in respect to the suit property.

A: Approximately.

Q40: What was the loan amount availed by you. When you availed?

A: Rs.10,00,000/-. Loan availed in the year of 2001.

Q41: I put it to you that you are telling lie and no such loan was availed by you that is the reason why you are not able to produce any document before this Court to substantiate your loan amount?

A: I deny.

Time: 01:30 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.No.206 of 2019

Date : 22.02.2024

Time : 11.55 P.M.

Name : Mrs.Sumathi Sampath(PW 1)

PW1 Cross Examination continuation by Mr.Praveen Alexandar, the learned counsel for the Defendant.

Solemnly affirmed:

Q42: Can you furnish the details of payment to the tune of Rs.22 lakhs made by you to the vendor of the suit property before this Court?

A: All inclusive is Rs.22 lakhs. So I have not paid Rs.22 lakhs to the vendor.

Q43: I put it to you that at the time of purchase, your husband has paid, a substantial amount towards the sale price and registered the property in your name thereafter, you took a personal loan and you have made the part payment towards the Sale Consideration?

A: I deny.

Q44: In para 8 of your Proof Affidavit, you have mentioned that your husband is using the suit property for Immoral and Illegal activity. Have you produced any complaint as a document before this Court?

A: I have produced the Divorce Notice before this Court.

Q45: Can you show the said document?

A: Divorce Notice is not available. It is Divorce Petition.

Q46: I put it to you that there was no complaint made with regard to the allegation made in para 8 of the Proof Affidavit?

A: I deny.

Q47: How many years you are living in Bangalore?

A: Past 14 years I am living in Bangalore.

Q48: How many years your husband living in the suit property?

A: On and off he comes.

Q49: Your husband is living in the suit property at Chetpet, Chennai?

A: On and off.

Q50: I put it to you that right from the date of purchase your husband is only dwelling the suit property and he has been maintaining the suit property till date?

A: I deny.

Q51: You have only one daughter born out of your Wedlock?

A: Yes.

Q52: How old is your daughter?

A: 32 years.

Q53: Do you have any objection if your husband is interested in the suit property in favour of your daughter?

A: I have objection.

Q54: What is your objection?

A: It is my property. I reserve the right.

Q55: I put it to you that as a responsible father and having invested in the property he is willing to settle the suit property in favour of daughter?

A: I deny.

Q56: In your Proof Affidavit Para no.15, you have stated the you are suffering from High BP, Depression and other health issues. You have not produced any medical records to that effect. Am I correct?

A: Yes, not produced.

Q57: In Para 17 of your Proof Affidavit, you have mentioned that the defendant is paying the Electricity Bill. Is it correct?

A: Yes.

Q58: I put it to you that since the defendant is in continuous possession, he has been paying the Electricity Bill also?

A: Only Electricity Bill.

Q59: I put it to you that whatever reliefs you sought for in the Plaint cannot be granted, since you have not proved your case?

A: I deny.

Q60: I put it to you that the defendant being your husband cannot be dispossessed from the suit property and as a husband he has the right to live in the Matrimonial Home, which is the suit property?

A: I deny.

Q61: I put it to you that the defendant has made cheque payment in your name from his ABN Amro Bank Account and those payments were used by you to pay the Builder/Contractor/Vendor and Regular EMI for the Bank Loan (Personal Loan)?

A: I deny.

Q62: I put it to you that you wantonly fail to produce your Bank Statements to establish the manner you received funds to pay for the suit property?

A: I deny.

Q63: I put it to you that the defendant has paid for your mothers medical treatment also?

A: I deny.

Q64: I put it to you that the defendant has spent huge amount towards the Interior Decorations, Furnitures and Fittings for the suit property?

A: I deny.

Q65: Can you produce your Bank Account Statement to show the source of amounts that came into the Bank Account inorder to pay for the suit property?

A: Not at the moment. Witness Adds: I have paid through my Bank, I have produced the repayment document.

Q66: When can you produce?

A: I have produced the repayment document.

Q67: Can you point out it in Ex.P6?

A: 28.04.2005, I was working in Midas Communication Ltd from 2000 onwards. I received salary as 33,622/-.

Q68: I put it to you that it is not your salary and it is a Withdrawal made by you?

A: Page 1 is withdrawal on 28.04.2005. Witness Adds: Page 3 has salary endorsement dated 02.02.2006.

Q69: I put it to you that if you received the salary in the year of 2006, you could not have paid the loan amount in the year of 2005?

A: As mentioned earlier, I was working in the Company since 2000 onwards.

Q70: Can you produce your salary statement from 2000 onwards?

A: Everything is in Chennai house, which is in my husband's possession.

Q71: Where were you employed from 2000?

A: Midas Communication/Baniyan, Which is IIT Madras Group.

Q72: Is it true that the Baniyan is NGO?

A: No, Product Based Company.

Q73: During 2000, what was your salary?

A: Approximately mentioned earlier, above Rs.10,000/-.

Q74: Can your produce your appointment letter?

A: Everything is in Chennai house, which is in my husband's possession.

Q75: During 2000 onwards in which Bank your salary was credited?

A: I think ICICI Bank.

Q76: Now can you approach ICICI Bank and produce the Bank Statement from 2000 onwards?

A: I will check and try.

Q77: I put it to you that you deliberately you failed to produce the Bank Statement since 2000 because those statements will prove that facts you have received substantial amount from your husband to settle the suit property?

A: I deny.

Q78: Therefore you told Bunch of Lies before this Court and you are not entitled for any relief as prayed for in your Suit?

A: I deny.

Q79: I put it to you that you have to approach the Family Court u/s 7 (1) C&D of the Family Courts Act, wherein “A Suit or Proceeding between a Parties to marriage with respect to the property of the parties or of either or them” “A suit or proceeding for an order or injunction in circumstances arising out of a marital relationship” and not this Hon'ble Court?

A: I deny.

Q80: I put it to you that Your Spouse, the defendant need not pay any rent as prayed in the Suit?

A: I deny.

Q81: I put it to you that your husband is willing to settle the property in favour of daughter and also handover the possession of the suit property at the end of his lifetime?

A: I deny.

Q82: I put it to you that the suit have to be dismissed?

A: I deny.

Time: 12:50 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