BEFORE THE ADDITIONAL MASTER I,
HIGH COURT, MADRAS

C.S.No.715 of 2015

Date : 11.06.2024
Time : 12.15 P.M.

Name : Mr.Hitesh M Jain (PW 2)

Age : 39 Years

Father's Name : Mr.Madanlal P Jain

Residential Address : Old No.28, New No.48, Clemens Road, Purasawalkam, Chennai – 600 007.

PW1 Chief Examination by Mr.R.Sundara Murthy, the 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.

<u>BEFORE THE ADDITIONAL MASTER I,</u>
<u>HIGH COURT, MADRAS</u>

C.S.No.715 of 2015

Date : 02.08.2024
Time : 10.50 A.M.

Name : Mr.Hitesh M Jain (PW 2)

PW2 Chief Examination by Mr.R.Sundara Murthy, the learned counsel for the Plaintiff.

<u>Solemnly affirmed:</u>

The following documents are marked as exhibits as per the direction in O.S.A.95/2023 dated 11.03.2024.

Ex.P25 is the Board Resolution passed by the Board of Directors of the Company dated 16.03.2024. (The learned counsel for the defendant objects to mark the document on the ground that no leave was obtained from the Court for leading this document in Evidence. The learned counsel points out that the Order dated 11.03.2024 passed in O.S.A.(CAD)No.95/2023 had directed the parties to lead evidence only in respect of the documents that were produced before the Court. This document was not produced before the Court. Therefore this cannot be marked as Evidence).

Ex.P26 is the Bank Statements for the period from 01.04.2015 to 31.03.2016. (The learned counsel for the defendant objects on the ground of admissibility and mode of proof on the ground that the mandatory certificate under the Banker's Book Evidence Act has not been furnished).

Ex.P27 is the printout of the Details of all Prospective Purchasers. (Certificate u/s 65-B of I.E.Act produced). (The learned counsel for the defendant objects on the ground of admissibility and mode of proof of the document since section 65-B Affidavit that has been furnished along with the document has been deposed by one Mr.Rithesh Jain whereas the person through whom this doucment is tendered in evidence is one Mr.Hitesh Jain PW 2.)

Ex.P28 (Series) are the printout of the Details of Plot No.1, the Prospective Purchaser Mr.Manoj Kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 02.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 02.04.2015, 02.05.2015 and 02.06.2015, Statement of Accounts with regard to Plot No.1 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P29 (Series) are the printout of the Details of Plot No.2, the Prospective Purchaser Mr.Lalith kumar Jain and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 06.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 06.04.2015, 17.05.2015 and 16.06.2015, Statement of Accounts with regard to Plot No.2 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P30 (Series) are the printout of the Details of Plot No.3, the Prospective Purchaser Mr. Om Prakash and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 06.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 06.04.2015, 06.05.2015 and 06.06.2015, Statement of Accounts with regard to Plot No.3 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P31 (Series) are the printout of the Details of Plot No.4, the Prospective Purchaser Mr. Kanimal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 29.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 29.04.2015, 21.05.2015 and 15.06.2015, Statement of Accounts with regard to Plot No.4 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P32 (Series) are the printout of the Details of Plot No.5, the Prospective Purchaser Mr.Ravi Kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 15.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 15.04.2015, 08.05.2015 and 04.06.2015, Statement of Accounts with regard to Plot No.5 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P33 (Series) are the printout of the Details of Plot No.6, the Prospective Purchaser Mr.Manakchand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 18.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 18.04.2015, 18.05.2015 and 16.06.2015, Statement of Accounts with regard to Plot No.6 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P34 (Series) are the printout of the Details of Plot No.7, the Prospective Purchaser Mr.Prahalad Ram and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 17.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 17.04.2015, 23.05.2015 and 06.06.2015, Statement of Accounts with regard to Plot No.7 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P35 (Series) are the printout of the Details of Plot No.8, the Prospective Purchaser Mr.Panchilal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 22.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 22.04.2015, 20.05.2015 and 09.06.2015, Statement of Accounts with regard to Plot No.8 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P36 (Series) are the printout of the Details of Plot No.9, the Prospective Purchaser Mr.Shyamlal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 17.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 17.04.2015, 19.05.2015 and 10.06.2015, Statement of Accounts with regard to Plot No.9 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P37 (Series) are the printout of the Details of Plot No.10, the Prospective Purchaser Mr.Sampatraj Vinod Kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 07.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 07.04.2015, 05.05.2015 and 08.06.2015, Statement of Accounts with regard to Plot No.10 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P38 (Series) are the printout of the Details of Plot No.11, the Prospective Purchaser Mr.Mohanlal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 06.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 06.04.2015, 24.05.2015 and 09.06.2015, Statement of Accounts with regard to Plot No.11 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P39 (Series) are the printout of the Details of Plot No.12, the Prospective Purchaser Mr.Ugamraj and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 30.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 30.04.2015, 07.05.2015 and 17.06.2015, Statement of Accounts with regard to Plot No.12 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P40 (Series) are the printout of the Details of Plot No.13, the Prospective Purchaser Mr.Mamta and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 09.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 09.04.2015, 02.05.2015 and 02.06.2015, Statement of Accounts with regard to Plot No.13 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P41 (Series) are the printout of the Details of Plot No.14 and 27, the

Prospective Purchaser Mr.Hanuman Mal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 02.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 02.04.2015, 06.04.2015, 02.05.2015, 09.05.2015 and 15.06.2015, 16.06.2015, Statement of Accounts with regard to Plot No.14 and 27 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P42 (Series) are the printout of the Details of Plot No.15, the Prospective Purchaser Radha Devi and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 09.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 09.04.2015, 08.05.2015 and 09.06.2015, Statement of Accounts with regard to Plot No.15 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P43 (Series) are the printout of the Details of Plot No.16, the Prospective Purchaser Mr.Rameshchand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 17.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 17.04.2015 and 31.05.2015, Statement of Accounts with regard to Plot No.16 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P44 (Series) are the printout of the Details of Plot No.17, the

Prospective Purchaser Mr.Ratan kanwar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 11.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 11.04.2015 and 12.05.2015, Statement of Accounts with regard to Plot No.17 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P45 (Series) are the printout of the Details of Plot No.18, the Prospective Purchaser Mr.Mukutlal Jain and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 20.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 20.04.2015, 28.05.2015 and 11.06.2015, Statement of Accounts with regard to Plot No.18 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P46 (Series) are the printout of the Details of Plot No.19, the Prospective Purchaser Mr.Chunnilal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 20.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 20.04.2015 and 13.06.2015, Statement of Accounts with regard to Plot No.19 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P47 (Series) are the printout of the Details of Plot No.20, the

Prospective Purchaser Mr.Chandra Rekha and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 22.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 22.04.2015, 29.05.2015 and 17.06.2015, Statement of Accounts with regard to Plot No.20 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P48 (Series) are the printout of the Details of Plot No.21, the Prospective Purchaser Mr.Sohanlal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 02.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 02.04.2015, 02.05.2015 and 15.06.2015, Statement of Accounts with regard to Plot No.21 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P49 (Series) are the printout of the Details of Plot No.22, the Prospective Purchaser Mr.Chandlal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 23.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 23.04.2015, 28.05.2015 and 03.06.2015, Statement of Accounts with regard to Plot No.22 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P50 (Series) are the printout of the Details of Plot No.23, the

Prospective Purchaser Mr.Ashok kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 14.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 14.04.2015, 05.05.2015 and 18.06.2015, Statement of Accounts with regard to Plot No.23 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P51 (Series) are the printout of the Details of Plot No.24, the Prospective Purchaser Mr.Chandra Prakash and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 05.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 05.04.2015, 28.05.2015 and 15.06.2015, Statement of Accounts with regard to Plot No.24 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P52 (Series) are the printout of the Details of Plot No.25, the Prospective Purchaser Mr.Gyanchand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 21.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 21.04.2015, 05.05.2015 and 06.06.2015, Statement of Accounts with regard to Plot No.25 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P53 (Series) are the printout of the Details of Plot No.26, the

Prospective Purchaser Mr.Pukhraj and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 06.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 06.04.2015, 07.05.2015 and 07.06.2015, Statement of Accounts with regard to Plot No.26 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P54 (Series) are the printout of the Details of Plot No.28, the Prospective Purchaser Mr.Budharam and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 04.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 04.04.2015, 29.05.2015 and 01.06.2015, Statement of Accounts with regard to Plot No.28 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P55 (Series) are the printout of the Details of Plot No.29, the Prospective Purchaser Mr.Babulal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 23.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 23.04.2015, 19.05.2015 and 17.06.2015, Statement of Accounts with regard to Plot No.29 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P56 (Series) are the printout of the Details of Plot No.30, the

Prospective Purchaser Mr.Madanlal S/o Devilal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 03.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 03.04.2015, 18.05.2015 and 12.06.2015, Statement of Accounts with regard to Plot No.30 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P57 (Series) are the printout of the Details of Plot No.31, the Prospective Purchaser Mr.Suresh kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 30.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 30.04.2015, 16.05.2015 and 18.06.2015, Statement of Accounts with regard to Plot No.31 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P58 (Series) are the printout of the Details of Plot No.32, the Prospective Purchaser Mr.Vimalchand Jain and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 23.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 23.04.2015, 11.05.2015 and 14.06.2015, Statement of Accounts with regard to Plot No.32 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P59 (Series) are the printout of the Details of Plot No.33, the

Prospective Purchaser Mr.Bhawarlal Jain and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 20.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 20.04.2015, 17.05.2015 and 07.06.2015, Statement of Accounts with regard to Plot No.33 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P60 (Series) are the printout of the Details of Plot No.34, the Prospective Purchaser Mr.Rajkumar Chajjer and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 15.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 15.04.2015, 12.05.2015 and 01.06.2015, Statement of Accounts with regard to Plot No.34 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P61 (Series) are the printout of the Details of Plot No.35, the Prospective Purchaser Mr.Manju Jain W/o Premchand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 27.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 27.04.2015, 13.05.2015 and 12.06.2015, Statement of Accounts with regard to Plot No.35 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P62 (Series) are the printout of the Details of Plot No.36, the

Prospective Purchaser Mr.Mukesh kumar and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 01.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 01.04.2015, 17.05.2015 and 17.06.2015, Statement of Accounts with regard to Plot No.36 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P63(Series) are the printout of the Details of Plot No.37, the Prospective Purchaser Mr.Mahesh chand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 30.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 30.04.2015, 27.05.2015 and 14.06.2015, Statement of Accounts with regard to Plot No.37 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P64 (Series) are the printout of the Details of Plot No.38, the Prospective Purchaser Suman Devi and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 22.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 22.04.2015, 16.05.2015 and 04.06.2015, Statement of Accounts with regard to Plot No.38 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P65 (Series) are the printout of the Details of Plot No.39, the

Prospective Purchaser Sangeetha Jain W/o Mr.Vimalchand ji and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 29.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 29.04.2015, 26.05.2015 and 05.06.2015, Statement of Accounts with regard to Plot No.39 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P66 (Series) are the printout of the Details of Plot No.40, the Prospective Purchaser Mr.Kailashchand and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 20.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 20.04.2015, 27.05.2015 and 06.06.2015, Statement of Accounts with regard to Plot No.40 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P67 (Series) are the printout of the Details of Plot No.41, the Prospective Purchaser Mr.Dilip kumar sharma and details regarding Leger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 12.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 12.04.2015, 30.05.2015 and 13.06.2015, Statement of Accounts with regard to Plot No.41 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P68 (Series) are the printout of the Details of Plot No.42, the

Prospective Purchaser Mr.Pannalal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 26.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 26.04.2015, 10.05.2015 and 13.06.2015, Statement of Accounts with regard to Plot No.42 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P69 (Series) are the printout of the Details of Plot No.43, the Prospective Purchaser Mr.Parasmal and details regarding Ledger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 19.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 19.04.2015 and 10.05.2015, Statement of Accounts with regard to Plot No.43 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P70 (Series) are the printout of the Details of Plot No.44, the Prospective Purchaser Mr.Arun kumar and details regarding Leger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 10.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 10.04.2015, 27.05.2015 and 09.06.2015, Statement of Accounts with regard to Plot No.44 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

Ex.P71 (Series) are the printout of the Details of Plot No.45, the

Prospective Purchaser Mr.Anilkumar and details regarding Leger Account from 01.04.2015 to 31.03.2016, Allotment Letter dated 15.04.2015, Layout Sketch of Adarash Nagar, Receipt Vouchers dated 15.04.2015, 25.05.2015 and 02.06.2015, Statement of Accounts with regard to Plot No.45 from 01.01.2016 to 31.03.2016. (Certificate u/s 65-B of I.E.Act produced).

(The learned counsel for the defendant objects to mark Ex.P28 to Ex.P71 on the ground of admissibility and mode of proof since the section 65-B Affidavit that has been furnished along with the document has been deposed by one Mr.Rithesh Jain whereas the person through whom this doucment is tendered in evidence is one Mr.Hitesh Jain PW 2.

The objection on admissibility and mode of proof is also raised on the ground that no secondary evidence affidavit has been produced in respect of documents of which photostat copies have been produced in each of these exhibits.)

Time: 12.10 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.715 of 2015

Date : 01.10.2024
Time : 03.50 P.M.

Name : Mr.Hitesh M Jain (PW 2)

PW2 Cross Examination continuation by Mr.Vaibhav R. Venkatesh, the learned counsel for the Defendants 1 and 2.

Solemnly affirmed:

Q16: In your answer to Q.No.3 you have stated that Mr.Ritesh Jain (PW1) had already resigned from the plaintiff company and subsequently the plaintiff company has authorized you (Hitesh Jain – PW2) vide the Board Resolution dated 16.03.2024. Is it correct?

A: Yes.

Q17: What is the date of resignation of Ritesh Jain – PW1?

A: I do not remember the exact date. I have to check the records.

Q18: A document is shown to the witness. Plaintiff company filed S.L.P.(Civil) No.7876 of 2024 filed by the plaintiff before the Hon'ble Supreme Court as against the Order dated 11.03.2024 in O.S.A.(CAD)95/2023 in C.S.715/2015. The said SLP was dismissed as withdrawn. Are you aware of this?

A: Yes. I am aware of this proceedings.

(Order dated 11.03.2024 in O.S.A.(CAD)95/2023 in C.S.715/2015 is marked as **Ex.D13).**

Q19: Two documents are shown to the witness. (Index to the above mentioned SLP Paper Book and also page 118 of the SLP paper book filed by the plaintiff before the Hon'ble Supreme Court). Do you admit these documents?

A: Yes.

(Index to the above mentioned SLP Paper Book filed by the plaintiff before the Hon'ble Supreme Court is marked as **Ex.D14**).

(Page 118 of the above mentioned SLP paper book filed by the plaintiff before the Hon'ble Supreme Court is marked as **Ex.D15**).

Q20: Therefore I put it to you that on perusal of contents of Ex.D15 filed by you before the Hon'ble Supreme Court, would prove that your answer to Q.No.16 and connected answers is false?

A: I deny.

Q21: The Plaint is shown to the witness. Is it correct that the only averment/pleading/statement in the Plaint regarding source of Cash for the disputed transaction is in para 9 of the plaint wherein the plaintiff has stated that the plaintiff had arranged Rs.2.49 Crores in cash through friends and relatives?

A: Yes. It is correct to state that the only averment/pleading/statement in the Plaint regarding source of Cash for the disputed transaction is in para 9 of the plaint wherein the plaintiff has stated that the plaintiff arranged Rs.2.49 Crores in cash through friends and relatives.

Q22: Refer to para 19 of the Judgment dated 05.06.2023 in C.S.715

of 2015 wherein it is recorded as follows:

"*The learned counsel for the defendants further submitted that the plaintiff failed to prove its source of money for lending such a huge amount to the defendant. As rightly pointed out by the learned counsel for the plaintiff, it is seen from Ex.P14, plaintiff received a sum of Rs.1,09,30,000/- from the sale of the land situated at east coast road in the financial year 2015 – 2016. As per the fixed assets shown in the Income Tax Returns the value of the plot at ECR was RS.26,42,000/-, Ex.P14, the profit earned by the plaintiff on sale of plot was shown as Rs.82,88,000/-. Therefore it appears plaintiff received a sale price of Rs.1,09,30,000/- in the relevant financial year*".

This statement was made by the plaintiff through their counsel inorder to substantiate the source of cash for the disputed transaction before the learned single Judge when the main Suit was heard. Did the plaintiff mark a copy of this Sale Deed of the ECR land before this Court in the present suit?

A: No. It was not marked.

Q23: As per the Plaint, the disputed transaction was in 3rd Week of June 2015, according to the plaintiff?

A: Yes. It is mentioned in para 6 of the Plaint.

Q24: Would it be correct to state that the alleged source of cash ought to be generated for the disputed transaction prior to the third week of June 2015?

A: Yes. It is correct to state that the source of cash was generated for the transaction prior to the third week of June 2015.

Q25: So this is the alleged source of cash which was argued by the plaintiff recorded in Para 19 of the Hon'ble High Court Order extracted in Q.No.22 above, pertaining to the sale of ECR Land. Is it correct?

A: Yes. This is the same source of cash.

Q26: A document is shown to the witness. This is the photocopy of the Certified Copy of the Sale Deed dated 11.12.2015 in Doc.No.14862 of 2015 registered at SRO, Thiruporur, executed by M/s.Dingo Commodeal Pvt Ltd (Plaintiff) (Sellor), in favour of M/s.Mohan Mutha Exports Pvt Ltd. (Buyer). This is 2015 Sale of ECR Land by the Plaintiff Company, recorded as the plaintiffs submission, in the Hon'ble High Court Judgment dated 05.06.2023 in the present suit namely in para 19 of the said Judgment? Do you admit this document?

A: Yes. This is 2015 Sale of ECR Land by the Plaintiff Company, recorded as the plaintiffs submission, in the Hon'ble High Court Judgment dated 05.06.2023 in the present suit namely in para 19 of the said Judgment.

(Photocopy of the Certified Copy of the Sale Deed dated 11.12.2015 in Doc.No.14862 of 2015 registered at SRO, Thiruporur is marked as **Ex.D16**).

Q27: Ex.D16 was executed by the plaintiff company in the SRO, Thiruporur on 11.12.2015. Did the sale transaction happen only in December 2015?

A: Yes. As per the document it happened only in December 2015.

Q28: If that is so, how does the plaintiff company maintain, (as recorded in para 19 of the Hon'ble High Court Judgment dated 05.06.2023 in the present suit), that disputed transaction in June 2015 was cash sourced through a sale transaction in December 2015?

A: For that reason only we have submitted the records pertaining to source of funds.

Q29: I put it to you that you have not produced any such records or document pertaining to the ECR land sale apart from the bald submission made through your Counsel recorded in para 19 of the Hon'ble High Court Judgment dated 05.06.2023 in the present suit – C.S.715 of 2015?

A: I deny.

Q30: I put it to you that the plaintiff has mislead, committed perjury and contempt of Court by stating complete falsehood as recorded in para 19 of the Hon'ble High Court Judgment dated 05.06.2023 in the present suit – C.S.715 of 2015?

A: I deny.

Q31: Please see page 5 of Ex.D16. The total consideration in the registered Sale Deed is shown as Rs.1,34,05,500/- payable by buyer Mohan Mutha Exports to the seller Dingo (Plaintiff Company) in the following manner through one cheque, one RTGS wire transfer, and one towards TDS payment challan for the Sale Transaction. All these payments were made by the buyer to the plaintiff company in December 2015 only and all were only through proper Banking transactions. Is it correct?

A: Yes. All these payments were made by the buyer to the plaintiff company in December 2015 only and all were only through proper Banking transactions.

Q32: I put it to you that the plaintiff's submission recorded in para 19 of the Hon'ble High Court Judgment dated 05.06.2023 in the present suit – C.S.715 of 2015, that the plaintiff company totally received a sum of Rs.1,09,30,000/- in cash for the sale of ECR land, is contrary to your above answer and to the recitals in Ex.D16 internal page 5?

A: I deny.

Time: 05.22 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.No.715 of 2015

Date : 12.12.2024
Time : 03.35 P.M.

Name : Mr.Hitesh M Jain (PW 2)

PW2 Cross Examination continuation by Mr.Vaibhav R. Venkatesh, the learned counsel for the Defendants 1 and 2.

Solemnly affirmed:

Q33: Page 5 of Ex.D16 is shown to the witness. ECR Property sale deed which was sold by the plaintiff company to the buyer Mohan Mutha Exports. The total sale consideration is Rs.1,34,05,500/-. Was any part of this sale consideration received by the plaintiff company from Mohan Mutha Exports through the mode of "cash"?

A: No. No part of this sale consideration was received by the plaintiff company by way of cash. (Witness Adds: This payment was used to repay the advances received from the prospective purchasers of the plots laid in layout namely Adarsh Nagar, Orkaddu Village).

Q34: Can the plaintiff company enter into sale transactions for selling of land such as ECR property for example, for above Rupees One Crore odd through the mode of cash, given that the plaintiff company is an NBFC registered with RBI?

A: Its all received by cheque payments and banking transactions only, the plaintiff company being an NBFC.

Q35: Is it correct to state that the sale consideration for the ECR land is Rs.1,34,05,500/- and not Rs.1,09,30,000/-?

A: Yes. As per the sale it is Rs.1,34,05,500/- only.

Q36: Please refer to para 19 of this Hon'ble High Court's Judgment dated 05.06.2023 in the present suit, wherein the plaintiff company has submitted through counsel that they have received a sum of Rs.1,09,30,000/- for the sale of ECR land. Do you agree this statement by the plaintiff company was incorrect?

A: No.

Q37: Is it extracted/reflected in para 19 of this Hon'ble High Court's Judgment dated 05.06.2023 in the present suit, wherein the plaintiff company has submitted through counsel that they have received a sum of Rs.1,09,30,000/- for the sale of ECR land?

A: Yes. (Witness Adds: As per ITR Rs.1,09,30,000/- was received and deducting the development cost incurred by the plaintiff company, this figure has been shown in our ITR).

Q38: Please refer to para 19 of this Hon'ble High Court's Judgment dated 05.06.2023 in the present suit, wherein the plaintiff company has submitted through counsel that they have received a sum of Rs.1,09,30,000/- for the sale of ECR land. Do you agree this statement by the plaintiff company was incorrect?

A: Yes. (Witness Adds: As per ITR Rs.1,09,30,000/- was received and deducting the development cost incurred by the plaintiff company, this figure has been shown in our ITR).

Q39: The ECR land was sold by the plaintiff company to one buyer Mohan Mutha Exports. Is it not correct that the buyer of the land would only be developing the property and not the seller (Plaintiff)?

A: We have developed the land by filling the land upto the road level and added the compound wall and gate and thereby we have incurred the development expenses and sold the land to the Mohan Mutha Exports.

Q40: Is it permissible for a NBFC such as the plainitff company, under the regulatory realm of the RBI, to engage in property/land development, as per your previous answer?

A: Yes. As per MOA and AOA, it is permissible to do land development.

Q41: I put it to you that it is not permissible for a NBFC such as the plaintiff company, under the regulatory realm of the RBI, to engage in property/land development, and therefore to this extent your answer in the previous questions are false?

A: I deny.

Q42: Please refer to para 19 of this Hon'ble High Court's Judgment dated 05.06.2023 in the present suit, wherein the plaintiff company has submitted through counsel that they have received a sum of Rs.1,09,30,000/- for the sale of ECR land. Was this sum, received through the mode of cash by the plaintiff company from the buyer Mohan Mutha Exports?

A: No.

Q43: A document is shown to the witness. Written Reply arguments filed on behalf of the plaintiff dated 17.03.2023 through counsel before this Hon'ble Court. Do you admit this document?

A: Yes.

(Per Court : This Written Reply arguments filed on behalf of the plaintiff dated 17.03.2023 through counsel, is marked **Ex.D17**).

Q44: Kindly see Ex.D17 para 1 (i) wherein plaintiff has submitted that Rs.1,09,30,000/- has been received as proceeds from the sale of land situated in ECR. Was this sum received through the mode of cash?

A: No the plaintiff company did not receive this sum (nor any part of it) through the mode of cash.

Q45: Refer to Ex.D17 para 1 (iii), wherein the plaintiff has admitted that there has been a cash inflow of Rs.2,56,64,877/- for the financial year 2015-2016 and further submitted that plaintiff had sufficient cash. Does the cash inflow of Rs.2,56,64,877/- include the sum of Rs.1,09,30,000/-?

A: Yes. Witness Adds: A sum of Rs.2,56,64,877/- is arrived by adding Rs.1,09,30,000/- received by way of sale of ECR land and Rs.1,47,34,877/- received by the way of financial activities.

Q46: When the plaintiff submitted in Ex.D17 para 1 (iii) that the plaintiff had “sufficient cash to lend”, the plaintiff was referring to this cash of Rs.2,56,64,877/-, inorder to show the plaintiff's cash resources?

A: No.

Q47: Was this sum of Rs.2,56,64,877/- part of the plaintiff's cash resource to prove the cash source for the alleged suit transaction?

A: No. This sum was not in cash. Witness Adds: This amount of Rs.2,56,64,877/- was used towards the repayment of advances received from plot purchases, friends and relatives, through Banking channel.

Q48: Kindly refer to para 19 of this Hon'ble High Court's Judgment dated 05.06.2023. Has the plaintiff through counsel submitted that the plaintiff had a cash inflow of, Rs.2,56,64,877/- (Rs.1,09,30,000/- from sale of ECR land and Rs.1,47,34,877/- from financial activities) thereby the plaintiff submitted that they had enough cash source to fund the suit transactions vide cash?

A:Yes. The figures are reflected from the ITR of financial year 2015 - 2016.

Q49: A document is shown to the witness (Counter Affidavit of the plaintiff Dingo in CMP 17471 of 2023 in O.S.A.95 of 2023). Do you admit this document?

A: Yes.

Per Court: Counter Affidavit of the plaintiff Dingo in CMP 17471 of 2023 in O.S.A.95 of 2023 is marked as **Ex.D18**. (The learned counsel for the plaintiff objects on the ground that the averment in the counter cannot be taken back by plaintiff).

Q50: Please refer to para 15 of Ex.D18 has the plaintiff pleaded that the plaintiff had a cash inflow of, Rs.2,56,64,877/- (Rs.1,09,30,000/- from sale of ECR land and Rs.1,47,34,877/- from financial activities) thereby pleading that plaintiff had enough cash source to fund the suit transactions vide cash?

A: Yes. The figures are reflected from the ITR of financial year 2015 - 2016.

Time: 05.00 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

<u>BEFORE THE ADDITIONAL MASTER I,</u>
<u>HIGH COURT, MADRAS</u>

C.S.No.715 of 2015

Date : 24.01.2025
Time : 01.05 P.M.

Name : Mr.Hitesh M Jain (PW 2)

PW2 Cross Examination continuation by Mr.Vaibhav R. Venkatesh, the learned counsel for the Defendants 1 and 2.

Solemnly affirmed:

Q51: Please refer to your answer to the Q.No.48 and 50. With regard to the impugned suit transaction, do you admit that the Rs.1.09 odd crores from the sale of land in ECR made by the plaintiff was not the cash resource i.e., through mode of cash?

A: Yes. I admit that the same was not the cash resource and was not received in cash.

Q52: The ECR land was sold by the plaintiff to one Mohan Mutha Exports Pvt Ltd. (Ex.D16) Are they in any way related to the plaintiff?

A: No. They are not related in any way to the plaintiff in any manner. They are known to the plaintiff only as purchasers of the ECR land.

Q53: Please refer to Para 16 & 17 of Ex.D18. Counter filed by the plaintiff. This is yet another theory which the plaintiff has come up with to substantiate the cash resource for the impugned suit transaction. Could you please tell the Court regarding how the plaintiff company generated and dealt with cash resources for the alleged Orakaddu land?

A: This is not a theory. All the transaction value are recorded in the ITR statement of financial year 2015- 2016. As far as the cash resource is concerned, the lands measuring about 4 acres were bought by the plaintiff company in the year 2014 by four separate sale deeds dated 30.10.2014. The plaintiff company had plotted two acres namely Survey No.94/3F4 and 94/3F5 by sub dividing the same into a layout namely Adarsh Nagar containing 45 plots, which was plotted after purchase by the plaintiff company. The plots were sold to the prospective purchasers, after sub dividing the plots, the individual sub divided plots were sold to individual purchasers. And the prospective purchasers were friends and relatives of the director of the plaintiff company. The advances were received by the way of cash from the prospective purchasers, after sub division of the plots by the plaintiff company and the receipts for the advances were issued from 01.04.2015 to 18.06.2015. An amount of close to RS.2.86 crores were received from the prospective purchasers, as on 18.06.2015 and the amount of Rs.2.49 crores was given as a loan by the way of cash to A.K.B.Sons and relatives Pvt Ltd on 19.06.2015 for the suit transactions. All the transactions are disclosed in the ITR filed by the plaintiff company.

Q54: You have stated that the plaintiff purchased Orakaddu lands namely 4 acres on vide sale deed dated 30.10.2014 for survey no.94/3F. Has the plaintiff company filed these sale deeds and marked them before this Hon'ble Court as exhibits?
A: No.

Q55: You have stated that "the plaintiff purchased Orakaddu lands namely 4 acres on vide sale deed dated 30.10.2014 for survey no.94/3F" and the same was sub divided by the plaintiff company into 4 sub divided survey numbers. Out of which 2 survey numbers namely 94/3F4 and 94/3F5 were plotted into 45 plots called Adarsh Nagar Housing layout. Has the plaintiff produced documents before this Court with regard to those sub divisions done as per law and marked the same?
A: No.

Time: 01.40 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.No.715 of 2015

Date : 28.01.2025
Time : 11.07 A.M.

Name : Mr.Hitesh M Jain (PW 2)

PW2 Cross Examination continuation by Mr.Vaibhav R. Venkatesh, the learned counsel for the Defendants 1 and 2.

Solemnly affirmed:

Q56: Is it your case that the Orakaddu lands were sought to be subdivided and attempted to be sold, but later the subdivision plan was not sanctioned?

A: Yes. The lands were plotted out and were attempted to be sold with a Panchayat approval. Later on the prospective purchasers insisted for CMDA approval hence we had tried and enquired about the process of CMDA approval which was found to be time consuming and expensive. So, we decided to return back the money to the prospective purchasers.

Q57: According to the plaintiff, even without proper CMDA approval for the sub-division, the prospective purchasers paid advance monies to the plaintiff for the Orakkadu plots?

A: Yes. The prospective purchasers had paid advances towards the purchase of plots and not the entire amount even without CMDA approval.

Q58: Additional Proof affidavit is shown to the witness. Have you averred this specifically with details in your proof affidavit especially with regard to the CMDA approval not being granted for sub-division?

A: I am not specifically mentioned CMDA. But I have said in para 8 of the additional proof affidavit that "*We could not obtain approval for the said layout*".

Q59: I put it to you that the Orakkadu land in Ponneri Taluk do not fall within the regulatory realm of CMDA. Do you admit?

A: It does come under CMDA limits.

Q60: Please refer to the para 16 of the plaintiff's affidavit filed in CMP 1903 of 2024 in OSA (CAD) 95 of 2023 (Application for additional evidence). In para 16 the plaintiff has not mentioned specifically about CMDA approval not being granted for the sub-division for the alleged Orakkadu layout. Is it correct?

A: Yes.

Q61: I put it to you that plaintiff's new theory about CMDA approval not being granted for the alleged subdivision of plots in the alleged Orakkadu layout, is nothing but an after thought and is complete falsehood without being supported by any documentary evidence?

A: I deny.

Q62: Please refer to your answer to the Q.No.53 and please this document.

(Witness is shown a document with regard to the Orakkadu lands spoken about by the plaintiff in answer to the q.no.53).

The document is encumbrance certificate of the said Survey numbers. The date of registration of the sale deeds as seen in the encumbrance certificate is 31.08.2016. The documents number also show that the documents were officially registered in the plaintiff's name only on 31.08.2016 vide 4 registered sale deeds, and the title officially transferred and registered only on that date. What do you say?

A: Yes. This is the Encumbrance Certificate of the property of the Orakkadu land spoken by me in answer to Q.No.53.

Yes. The plaintiff admits that the date of registration of the 4 sale deeds as shown in the documents is 31.08.2016.

(per Court: The Encumbrance Certificate is marked as **Ex.D19** and taken on file).

(Witness continues and adds) The four sale deeds were registered on 30.10.2014 and were referred to Section 47A of Stamp Act for deficit of Stamp duty collection and the same were forwarded to Department of Section 47A and we have paid the deficit stamp duty and collected back the documents.

Q63: Were the four sale deeds finally registered in the name of plaintiff only on 31.08.2016?

A: No. The four sale deeds were registered on 30.10.2014. However they were referred to section 47A of Stamp Act, as I have already answered in the previous question.

Q64: Please specify the four sale deeds document number?

A: Documents Nos. registered with the SRO are 7736 of 2016, 7737 of 2016, 7738 of 2016 and 7739 of 2016.

Q65: I put it to you that the plaintiff could not have possibly registered document number series of the year 2016 in the year 2014 itself as the same defies logic?

A: I deny.

Q66: Please refer to your answer to the Q.no.53. According to the plaintiff the SRO assigned document numbers only in the year 2016 and the final sale was conclusively registered only on 31.08.2016, but yet the alleged prospective purchasers paid advance monies to the plaintiff's even without an assigned registration number for the sale deed of the plaintiff?

A: No. As per my previous answer, the documents were registered in the year 2014 and the lands were plotted subsequently to be sold to the prospective purchasers and the advances were received from the prospective purchasers. The four sale deeds were cleared only in the year 2016 and accordingly the SRO has assigned the sale deed numbers.

Q67: A document is shown to the witness. This is the Power of Attorney executed by the plaintiff company with regard to the same Orakkadu lands document no.8145 of 2019 dated 27.08.2019, in favour of one Salem Stainless steel suppliers private ltd. Please refer to internal page 2 of this document for this very same Orakkadu lands wherein the four sale deeds with the same document numbers (as mentioned by you) are referred to by the plaintiff company as sale deed dated 31.08.2016 only and not 30.10.2014. Is it correct?

A: Yes.

(per Court: The Power of Attorney dated 27.08.2019 is marked as **Ex.D20** and taken on file).

Witness Adds: As per my previous answer the documents were registered in the year 2014 and the deficit of stamp duty were cleared in the year 2016. The SRO had assigned running document number for the year 2016 which is nothing but 7736 of 2016, 7737 of 2016, 7738 of 2016 and 7739 of 2016.

Q68: Please refer to what you added in the previous answer. Is it mentioned anywhere in the document, Ex.D20?

A: No.

Time: 12.15 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