

BEFORE THE ADDITIONAL MASTER IV,
HIGH COURT, MADRAS

C.S.No. 122 OF 2022

Date: 26.11.2025
Time : 11.57 A.M.

Name : Mr. A.L. Vijaya Bhaskar Rao (PW1)

Continuation of cross examination by Mr. R. Thanjan, Counsel for the defendant.

Solemnly affirmed:

Q16: Did you have good relationship with your brother, the defendant prior to 2019?

A: Yes.

Q17: Whether you used to visit your brother's house, the defendant?

A: Yes.

Q18: What is your brother, the defendant's occupation?

A: He is doing real estate business.

Q19: I put it to you that during the period the defendant was doing real estate business, for which he has kept blank signed pro-notes.

A: No.

Q20: I put it to you that in the said period he signed and kept the bunch of blank pro-notes in his house.

A: I do not know.

Q21: I put it to you that at the time of visiting the defendant's house, you took lot of blank signed pro-notes from his house.

A: I deny.

Q22: I put it to you that such blank signed pro-notes taken from the defendant's house and filled all the pro-notes as he has borrowed money from you which are all marked as exhibits in the present case.

A: I deny.

Q23: I put it to you that if the defendant received any amount from you directly, he would have signed with proper witness which was not done.

A: I deny. He received amount and properly executed pro-notes with competent witnesses.

Q24: (Exs.P1 & P2 are shown to the witness.) There were no witnesses signed and given to you for the proof of receipt of the money, is it correct?

A: No. Witness adds: In Ex.P1 (Series) the defendant only had written the dates, the amount in his own hand and signed the same. There is no witness column in the pro-notes which were brought only by the defendant. So, I have failed to obtain signature from the witnesses.

Q25: I put it to you that if he would have borrowed any money from you, he would have written the pro-notes with competent witnesses and then alone handed over to you, but he did not borrow any amount from you.

A: I deny. Witness adds: If verified the hand writing, such writings is of the defendant.

Q26: I put it to you that after receipt of the loan amount, he always promised to repay the same within two months.

A: Yes, but he has not repaid the loan with interest as promised.

Q27: If the defendant has not paid alleged loan under Ex.P1 (series) within two months, why you have paid Rs.50 lakhs through 5 pro-notes i.e., Ex.P2 (Series)?

A: He borrowed Rs.50 lakhs for the marriage expenses of the defendant's son and modification of house. The marriage was conducted on 14.08.2020 in a grand manner in Hotel Feathers. The defendant has not repaid the loan amount under Ex.P1 (Series) since he has not got any amount from real estate business.

Q28: Whether the defendant or yourself has fixed any time for the repayment of loan?

A: No.

Q29: If the defendant has not paid alleged loan under Exs.P1 & P2 (series), why you have paid further loan of Rs.10 lakhs on 16.08.2020 through Ex.P3?

A: Since the defendant is my own brother and unable to sell the property at Thiruvallur site and he promised to repay the loan after selling the said property.

Q30: If the defendant has not paid alleged loan under Exs.P1, P2 (series) &P3, why you have paid further loan of Rs.35 lakhs through Exs.P4 to P7 on the respective dates?

A: Since the defendant is my own brother and he promised to repay the loan after selling the said property.

Q31: I put it to you that the defendant has not borrowed any amount from you and you have not paid any amount and you have created forged documents of Exs.P4 to P7 also.

A: I deny.

Q32: What is the total amount of loan as allegedly borrowed by the defendant?

A: Rs.1 crore 5 lakhs.

Q33: I put it to you that you have deposed that the defendant has borrowed Rs.1 crore 5 lakhs from 30.09.2019 to 02.02.2022 only by way of pro-notes, that too without getting any guarantee documents or any guarantor and that is why this payments are not paid by you and received by the defendant.

A: I deny. I have not received any documents and any documents through guarantors to ensure the repayment. Because the defendant is my brother and he is having enough property to repay the loan amount. The Thiruvalluvar site's value is about Rs.10 crores and his own house's value is about Rs.4 crores.

Q34: Have you anywhere mentioned in your plaint about the aforesaid statement?

A: No.

Q35: I put it to you that you have falsely created documents and filed this present suit for recovery of amount.

A: I deny.

Q36: Have you filed any income tax return for the period from 30.09.2019 to 02.02.2022? (The counsel for the plaintiff objects to raise this question on the ground that this question is not relevant to this suit.)

A: Yes.

Q37: Can you produce the income tax returns for the period from 30.09.2019 to 02.02.2022 before this court? (The counsel for the plaintiff objects.)

A: I will check with my auditor and revert.

Time: 12.54 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-IV