

Form,
Gurudev Siddha Peetha,
Represented by Satish Modi,
5-4-187/3&4, M G Road,
Secunderabad 500034.

11 December, 2006

To,
The Circle Inspector,
Begumpet Police Station
Hyderabad.

Reference: 1. Notice u/s 160/91, Cr. P. C. No Cr/372/PS BPT/2005 dated 5/12/06
2. FIR in Cr. No. 372/2005 U/S date 22/9/05
3. Complaint filed by P. Sudarshan on 22/9/05

Dear Sir,

With reference above notice, I would like to state that the facts given in the complaint filed by P Sudarshan (Ref 3.) are not true and the true facts of the case are as follows:

1. Gurudev Siddha Peetha (GSP) a religious and charitable trust (represented by Satish Modi) was the true and lawful owner of Sy. No 37 & 38 (part) of Begumpet Village. A brief note on the title GSP along with the relevant documents is enclosed (Enclosure No. 8).
2. In 1984 a civil dispute arose wherein 3 persons claiming to be the heirs of an alleged protected tenant viz. Smt. V Narshamma, V. Lakshman & V. Yadagiri represented by their GPA holder, P Sudarshan laid claim to the said land. In response, GSP filed a suit (OS No 74/85) for declaration of title and a permanent injunction in its favour in respect to the said land. The suit was decreed in favour of GSP on 6/8/91. No appeal was filed against the order and the order has become final. GSP had also filed an application for an interim injunction restraining the 3 persons from alienating the said land. The injunction was granted on 26/4/85.
3. In due course, the above referred protected tenants gave up their tenancy rights in favour of GSP (orders of the MRO file nos B/3/93 dt. 9.3.93 & B/1150/93 dt. 24.4.94). The said three persons had also cancelled the GPA of P Sudarshan vide paper publication dated 9.02.1993.
4. As on date all cases in respect to this land have been decreed in favour of GSP. It may be noted that the land grabbing case mentioned by P Sudarshan in his complaint (LGC No 170/99) has been stayed by the High Court vide order dated 5/12/99 in WPMP No 31102/99 in WP No. 24699/99 (Enclosure No. 3). Further, Satish Modi nor GSP are a party to the Land Grabbing Case. These facts have been suppressed by P Sudarshan.

Satish Modi.

5. In 1996, under political pressure and to avoid unnecessary litigation GSP paid Rs. 35 lacs to P Sudarshan. P Sudarshan acknowledged that GSP was the absolute owner of the land. These facts were recorded in an agreement dated 7/3/96. The said amount was paid to him by GSP with the idea that he would reimburse his purchasers and withdraw the cases they had filed against GSP. The agreement dated 7/3/96 was not an agreement of sale as alleged by P. Sudarshan.
6. It may be noted that GSP does not derive its title from P Sudarshan. In fact, the said agreement dated 7/3/06 has never been filed or produced before any public authority or private person. The question of us forging the said agreement does not arise as we have never made it public.
7. Apartments have already been built on the said land. The completed apartments have been handed over & conveyed to its occupants several years ago. Appropriate permissions from the MCH, L.C Dept, APSEB, Water Works Dept, Fire Dept, Airports Authority, etc have been obtained for construction of the building.
8. The report of the CB-CID (C No. 180/C16/C11/98 dated 16.12.98- (Enclosure No. 2) has ratified the title of GSP and held that P Sudarshan had manipulated the records to create the alleged protected tenants. It also clearly states that P Sudarshan entered into a "compromise" (not sale) with GSP on 7/3/06 and received a sum of Rs. 35 lacs.
9. The allegations of P Sudarshan in his complaint against Satish Modi & GSP, suggesting that we have purchased the land from him and that we are trespassing on the land, are baseless for the following reasons:
 - It is unreasonable to presume that GSP or Satish Modi would be interested in purchasing the land from P Sudarshan in 1996, when they had an injunction (in 1985) restraining him from alienating the land and a final decree against him (in 1991) declaring GSP as the lawful owner of the said land. P. Sudarshan had no title to the said land.
 - By 1996, the alleged protected tenants had not only cancelled the GPA of P. Sudarshan, they had also surrendered their rights in favour of GSP (in 93 & 94).
 - P Sudarshan has not filed any documents as proof of his title with the complaint.
 - Facts about LGC No. 170/99 having been stayed by the High Court are suppressed.
 - P Sudarshan has not produced the "agreement of sale" that he claims to be original. No details of balance amount payable or due dates of payment by Satish Modi & others are mentioned in his complaint.

Satish Modi

- In OS No 247/93, P Sudarshan has himself acknowledged that, the agreement dated 7.3.96 between himself, GSP & Satish Modi is "only an agreement ... to avoid unnecessary litigation by compromise". The fact has been recorded in the order of the court dated 2/9/98 (Enclosure No.4). Similar observations have been made by the court in its order relating to OS No. 248/93 & 242/93 (Enclosure No. 5 & 6).
- In the order of the high court dated 3/7/96 in WP No. 3512/96 (Enclosure no. 7) the court has recorded the fact that GSP is the possessor of the land and that P. Sudarshan entered into a compromise with GSP and that the dispute is settled to the satisfaction of the parties.
- There is no need for GSP or Satish Modi to forge or fabricate any documents when the courts have consistently upheld their title.

Satish Modi & GSP are the genuine owners of the land. P Sudarshan has not been asked to prove his case. Undue pressure is being brought on us to produce the agreement dated 7/3/96. In my opinion the agreement is irrelevant to the matter on hand. We do not have any agreement of sale with P Sudarshan. We cannot be asked to produce a document that does not exist.

P Sudarshan has not provided any proof to back his claim/complaint or prove his title. He is just making a wild allegation. If at all, P Sudarshan has any claim against GSP he should be directed to approach the Civil Courts.

Most importantly, the evidence clinching the question is the conclusions (in the CB-CID report) that has been arrived at by your own department. The issues at hand have already been addressed in the report.

In light of the above, I request you to close this case and take the necessary action against P. Sudarshan for making a false complaint.

With regard to your request to produce the original document, please note that I am only the representative of GSP and the original document is kept at their office in Thane Dist. Maharashtra or their office in the USA. I have requested them to send me the original document. I shall produce the same as soon as I receive it. In the mean time, I have enclosed a photo copy of the document (Enclosure No.1).

Satish Modi

I am a heart patient with several other medical complications. My son Mr. Soham Modi shall appear before you on my behalf as my representative. I assure you of my full co-operation in this matter.

Thank You.

Yours Sincerely,
For Gurudev Siddha Peetha,

Satish Modi

Satish Modi.

Enclosures :

1. Copy of the Agreement dated 7/3/96.
2. Copy of the CB- CID Report (C. No. 1801/C16/C11/98 dated 16.12.98)
3. Copy of the High Court order dated 5/12/99 in WPMP No. 31102/99 in WP No. 24699/99.
4. Copy of the Court order dated 2.9.1998 in O.s. No. 247/93.
5. Copy of the Court order dated 2.9.1998 in O.S. No. 248/93.
6. Copy of the Court order dated 2.9.1998 in O.S. No. 242/93.
7. Copy of the High Court order dated 3.7.1996 in W.P. No. 3512/96.
8. Brief note on title of Gurudev Siddha Peeth along with relevant document.

Copy to :

1. The ACP, Begumpet, Hyderabad
2. The DCP, North Zone , Hyderabad.
3. The Commissioner of Police, Hyderabad