IN THE COURT OF THE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SECUNDERABAD

C.C. No.

OF 2010

Between:

M/s.Modi Ventures, a partnership firm having their registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G.Road, Secunderabad rep. by his Authorised Signatory Mr.Ramacharyulu S/o L.Raghavendra Rao, aged 48 years, R/o Domalguda, Hyderabad.

Complainant

AND

G.Ravichandra @ Ilaiah S/o G.Odelu R/o H.No.104, Plot No.33, B.Sakkubai Residency, Annapurna Colony Mallapur, Hyderabad – 500076.

Accused

COMPLAINT FILED UNDER SEC. 200 OF Cr.P.C. FOR THE OFFENCES COMMITTED U/s. 138 & 142 OF N.I. ACT.

1. Complainant

Modi Ventures, a partnership

Firm rep. by its Authorised Signatory

Mr.Ramacharyulu

2. Name of the Accused

Mr.G.Ravichandra @ Ilaiah

3. Date, time and place of Offence

.

Cheque No.596251 dated 29.10.2010 for Rs.2,09,000/- drawn on Development Credit Bank, Habsiguda Branch,

Hyderabad.

Cheque presented for Collection through HDFC Bank, Begumpet Hyderabad

The Cheque returned for reasons 'Account Closed" on 30.10.2010.

On 17.11.2010 Complainant got issued Notice of Demand for payment to the Accused address as shown in the cause

title.

4. Nature of offence

The Cheque was returned for the

reason of "Account Closed".

5. Offence Under Section :

Offence U/s. 138 and 142 of N.I. Act.

A. Data

6. Penal Section

U/s. 138 of N.I. Act.

7. Name of the P. S

P.S.Ramgopalpet

8. List of Witnesses

M/s.Modi Ventures
 Rep. by its Managing Partner
 Sri Soham Modi

2. The Branch Manager, Development Credit Bank Habsiguda Hyderabad

3. The Branch Manager, HDFC Bank Begumpet

BRIEF FACTS:

The Complainant Submits as follows:

- 1. The Complainant is a registered partnership firm having its office at 5-4-187/3&4, "Soham Mansion", M.G.Road, Secunderabad represented by its Managing Partner Sri Soham Modi.
- 2. The Complainant submits that the Accused was an employee in the Complainant firm. In the course of his employment, the Accused had misappropriated cash to the tune of Rs.2,09,000/- (Rupees Two lakhs nine thousand only) which came to the knowledge of Complainant. As such the Accused services were terminated in the month of July 2009. Later in the month of November, 2009, the Accused had given an undertaking admitting his guilt and also promised to payback the money within six months.
- 3. The Complainant submits that the Accused had given a cheque for Rs.2,09,000/- bearing No.596251 dated 29.10.2010 drawn on Development Credit Bank Limited, Habsiguda Branch, Hyderabad in discharge of the above liability with an assurance that the said cheque will be honoured on presentation.
- 4. The Complainant presented the said Cheque on 29.10.2010 for realization through its Banker HDFC Bank, Begumpet, Hyderabad. To the utter surprise and dismay of Complainant, the Cheque presented for realization was returned unpaid vide Cheque Return Memo dated 30.10.2010 for the reason "Account Closed".

- 5. It is respectfully submitted that, the complainant through their Advocate, got issued a legal notice dated 17.11.2010 to the Accused demanding for payment of the said Cheque amount within 15 days from the date of receipt of the said notice and the said legal notice was personally served on the Accused on 22/11/2010 but the Accused failed to comply with the notice.
- 6. It is respectfully submitted that issuing cheque and closing the bank account with an intention to cause wrongful loss and cheat the Complainant is an offence punishable under Section 138 of Negotiable Instruments Act, 1881 as amended by Act 55 of 2002. Therefore, the Accused is liable for his illegal acts and omissions which also amounts to an offence punishable U/S.420 of Indian Penal Code.
- 7. It is respectfully submitted that, by his illegal and malafide action, the Accused has rendered herself liable to be prosecuted for the Offence committed by him under Section 138 of N.I.Act, 1881 as amended by Act 55 of 2002.

8. CAUSE OF ACTION:

7

The cause of action for the complaint arose when the Accused issued cheque dated 29.10.2010 when the cheque was returned dishonoured for the reason of "Account Closed" by the Banker of Accused and on 17.11.2010 when the Complainant got issued a notice and on 22/11/2010 when the Accused received the said notice but failed to comply with the notice and the cause of action is still subsisting.

9. JURISDICTION:

This Hon'ble court has got jurisdiction to entertain this Complainant since the Complainant's registered office is situated at Soham Mansion, M.G.Road, Secunderabad which is within the territorial jurisdiction of this Hon'ble court.

10. <u>LIMITATION</u>:

The Criminal Complaint is within time as prescribed under Law.

11. PRAYER:

The Complainant prays that this Hon'ble court may be pleased

- to take cognizance of the offence punishable under section 138 of Negotiable Instruments Act;
- b). Issue summons and punish the Accused as per law;
- Award double the amount of cheque towards compensation under section 357 (3) of Cr.P.C. to the Complainant and

d). pass such other order or orders as this Hon'ble court may deem fit and proper, in the interest of justice.

SECUNDERABAD DATE: 15.12.2010

COMPLAINANT

COUNSEL FOR THE COMPLAINANT

VERIFICATION

I, Ramacharyulu S/o Sri L.Raghavendra Rao, the Authorised Signatory of the Complainant, do hereby declare and state that the facts stated in the complaint are true and correct to the best of my knowledge, belief and information. Hence verified on this the 15th day of December, 2010 at Secunderabad.

SECUNDERABAD Date: 15-12-2010

COMPLAINANT

LIST OF DOCUMENTS

S.No.	Date	Description of document	
1.	29.10.2010	Cheque No.596251 for Rs.2,09,000/- drawn on Development Credit Bank, Habsiguda, Hyderabad - copy	
2.	30.10.2010	Return memo - copy	
3.	21.11.2009	Undertaking	
4.	17.11.2010	Legal Notice – Xerox copy	
5.	*	Acknowledged copy of personally received by the accused	
		Authorisation letter of the Complainant firm	

The originals of all the documents will be submitted at the time of trial.

SECUNDERABAD DATE: 15.12.2010

COMPLAINANT

COUNSEL FOR THE COMPLAINANT

IN THE COURT OF THE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SECUNBDERABAD

C.C. No.

OF 2010

Between:

M/s.Modi Ventures

Complainant

And

G.Ravichander @ Ilaiah Accused

OF Cr.P.C.FOR THE OFFENCES
COMMITTED U/s. 138 & 142 OF
N.I. ACT.

FILED ON: 15.12.2010

FILED BY:

Sri C.BALAGOPAL Advocate

Address for Service:

Flat No.103, Harivillu Apts Road No.11, West Marredpally Secunderabad. Ph: 64570512 / 9246172988

COUNSEL FOR THE COMPLAINANT

MODI VENTURES

5-4-187/3 & 4, II Floor, M.G. Road, Secunderabad - 500 003.

©: 66335551 (4 Lines) Fax: 040-27544058

E-mail: info@modiproperties.com Website: www.modiproperties.com

TO WHOM SO EVER IT MAY CONCERN

We hereby authorize Mr. L. Ramacharyulu, S/o. Late L. Raghavendra Rao, R/o. Domalguda, Hyderabad, Legal Officer, to file a criminal case and also give evidence against Mr. G. Ravichandra @ Ilaiah before the Criminal Court.

Date: 15.12.2010

Place: Secunderabad.

For Modi Ventures

(Soham Modi)

Partner

C.BALAGOPAL
Smt.Ameerunnisa Begum
K. Vijaya Saradhi
C.V.Chandramouli
Advocates

Flat No.103, Suresh Harivillu Apts, Road No.11, West Marredpally, Secunderabad – 500026. Ph: 64570512 / 9246172988

By Regd.Post with Ack.Due

Τc

Date: 17-11-2010

Sri G.Ravichander@ Ilaiah S/o G.Odelu R/o H.No.104, Plot No.33 B.Sakkubai Residency, Annapurna Colony Mallapur, Hyderabad – 500076.

Under instructions from our client M/s.Modi Ventures, having its registered office at 5-4-187/3&4, "Soham Mansion", M.G.Road, Secunderabad, represented by its Managing Partner Sri Soham Modi, we hereby issue the notice as follows:

- 1. That you were an employee of our client. In the course of your employment, you had misappropriated cash to the tune of Rs.2,09,000/-(Rupees Two lakhs nine thousand only) which came to the knowledge of our client. As such your services were terminated in the month of July 2009. Later in the month of November, 2009 you had given an undertaking admitting your guilt and also promised to payback the money within six months.
- 2. Our client represented to me that you had a cheque for Rs.2,09,000/-bearing No.596251 dated 29.10.2010 drawn on Development Credit Bank Limited, Habsiguda Branch, Hyderabad in discharge of the above liability with an assurance that the said cheque will be honoured on presentation.
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(Ce/

Received Set 11/2012

"Account Closed". You know very well that the return of Cheque for the said reason is an offence punishable U/Sec.138 Negotiable Instruments Act and also amounts to cheating punishable U/s 420 of I.P.C. Further, knowing very well that the said cheque will be dishonoured when the account closed with dishonest intention to cause wrongful loss to our client. Thus, committed an offence punishable U/Sec.138 of Negotiable Instruments Act and U/s 420 of I.P.C.

Therefore, on behalf of our client, I hereby call upon you to make the payment of Rs.2,09,000/- (Rupees Two lakhs nine thousand only) due to our client towards above Cheque amount within 15 days from the date of receipt of this Legal Notice, failing which, our Client will be constrained to proceed against you legally for the offences committed both civil and criminal including initiation of criminal prosecution under Section 138 of Negotiable Instruments Act and U/s 420 of I.P.C. for recovery of above said money and in that case, you will be held responsible for all the costs and consequences arising there from and also to pay Rs.2,000/- towards the cost of this legal Notice.

(C.BALAGOPAL)
ADVOCATE

ACKNOWLEDGEMENT

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of No. dated

Sender's Address

C.BALAGOPAL

ADVOCATE
Door No. 10-2-278
Flat No.103, HARIVILLU
Road No.11,
WEST MARREDPALLY,
SECUNDERABAD-26.

C.BALAGOPAL

Smt.Ameerunnisa Begum K. Vijaya Saradhi C.V.Chandramouli Advocates Flat No.103, Suresh Harivillu Apts, Road No.11, West Marredpally, Secunderabad – 500026. Ph: 64570512 / 9246172988

By Read. Post with Ack. Due

To

Date: 17-11-2010

Sri G.Ravichander @ Ilaiah S/o G.Odelu R/o H.No.104, Plot No.33 B.Sakkubai Residency, Annapurna Colony Mallapur, Hyderabad – 500076.

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(Maleyos— C.BALAGOPAL) ADVOCATE De ly

C.BALAGOPAL Smt.Ameerunnisa Begum K. Vijaya Saradhi

C.V.Chandramouli
Advocates

Flat No.103, Suresh Harivillu Apts, Rcad No.11, West Marredpally, Secunderabad – 500026. Ph: 64570512 / 9246172988

By Read.Post with Ack.Due

To G. Saw crandia

Date: 15-11-2010

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Sri & Rayinder @ Ilaiah S/o G.Odelu R/o H.No.104, Plot No.33

B.Sakkubai Residency, Annapurna Colony

Mallapur,

Hyderabad - 500076.

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(C.BALAGOPAL) ADVOCATE

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#596251# 500072004# 296302# 31

Written by:
2)
Witness: 1) Signature
have Written this as a deed of security so that it may remain as an authority.
does not repay this Promissory Note amount to the said sahukar I will pay same myself. I
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REGIMENTAL BALLINGE C'BAD

UNDER TAKING

This undertaking is executed on this 21 st day of November, 2009 at Hyderabad, Andhra Pradesh, India by:-

Sri Ilaiah alias G. Ravichandra s/o G. Odelu aged 50 years, Occupation: Private Service, resident of H.No. 104, Plot No 33, B. Sakkubai Residency, Annapurna Colony, Mallapur, Hyderabad-500

I was working with M/s Modi Ventures as a site administrative officer since I could not perform my duties properly and misappropriated cash of Rs. 109,000 (Rupees— Label on New thousand). The management found the same and terminated my services from IUCY-2009.

Presently I don't have any job or money to repay the above said misappropriated amount. I assure to Modi Ventures that I will pay the misappropriated amount with in six months period. Meanwhile I am handing over the documents of the land which is mentioned below as security.

We have divided the same land in 8 (eight) plots by providing 12' wide approach road from the centre of the land. The sub division plan of the land neither submitted to Grampanchayat nor Municipality. Under the sub division I got my share of plot admeasuring 232.50 sq yards (45' * 46.6'), but there is no separate document for 232.50 sq yards due to that reason all the owners (myself and co-owners) of the land are signing this undertaking.

Witnesses

1

2.

1. G. Ilaiah alias G. Ravichandra

2. G. Mallikarjun

6 . Harilon

3. G. Ramesh

@ Porya

4. G. Karunakar

5. G. Varalaxmi

MERONOUS

6. G. Laxminarasimha Swamy

7. B. Vanamala

150000

8. D. Chinna and D. Suresh

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PI - KA	AN SHOWLING HOUSE PLATS OF SRI. G. ILAIAH, G. MALLI-
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	HOUSE OF PINIGAM
	SADANADAM. HOUSE OF PINUGANI

PRIVATE ADVERTISEMENTS

CHANGE OF NAMES

I, GADAPA RAMCHANDRAIAH, Son of SHIVAIAH Intermidiate Junior Assistant Z.P.H.S. Ghanpur, Shall henceforth be known as GADAPA RAMCHANDAR RAO.

Majeedpally, Mandal Vergal, Medak Dist. • 22-7-1997. GADAPA RAMCHANDRAIAII

Yacharam, 30-7-1997.

Y. RAMULU

Master, T. SHANTHAMANU REDDY, Age 15 years, Studying in Class X shall hence forth be known as T. SHARATH CHANDRA.

Hyderabad, T. SUDHAKAR REDDY 24-7-1997. (Signature of the Parent)

i, BRAMARA SRINIVASARAO, Son of BRAVARA SURYANARAYANA, "A., B.L., P.C. No. 844, Gopalapuram Police Station, W.G. Dist. shall henceforth be known as BRAVARA SRINIVASARAO Son of BRAVARA SURYANARAYANA for the purpose of correction of wrong entries occurred in School Records due to parental mistake.

Gopalapuram, BRAMARA SRINIVASARAO 29-7-1997.

I, SAGGAM VENKATAIAH, Son of SAGGAM MUTHILINGAIAH, B.A. IIIrd Year Student shall henceforth be known as KORUGU VENKATESH, Son of KORUGU MUTHI LINGAIAH for the purpose of correction of wrong entries occurred in School Records due to parental mistake.

Nalgonda, S. VENKATAIAE 23-7-1997.

I, MADDELA BUJJAMMA, Daughter of M. VEERAIAH, B.A., Conductor in APSRTC, Nalgonda shall henceforth be known as CHINTHAPALLI VIJAYA, Wife of CHINTHAPALLI PRAKASHAM.

Nalgonda, 25-7-1997. MADDELA BUJJAMMA

I, GUNTI ILAIAN, Son of GUNTI ODELU (Late); B.Sc., Accounts Stock Verifier, Office of Senior Accounts Officer (Construction) South Central Railway, Secunderabad shall henceforth be known as GUNTI RAVICHANDRA.

Secunderabad, 31-7-1997.

BAIAII ILAIAB

I, NEMANI LAKSHMIPATHI SASTRY, Son of KRISHNA MURTHY, B.Com. shall hence forth be known as NEMANI UMAPATHI SASTRY.

Hyderabad, NEMANI LAKSHMIPATHI SASTRY 1-8-1997.

I, KUNIGANTI RAMANA, Son of Late NOOKALU, VIIIth Passed Unemployee shall henceforth be known as KONAGANTI RAMANA Son of LATE NOOKALU for the purpose of correction of wrong entries occured in School Records due to parental mistake.

Visakhapatnam, 7-7-1997. KINIGANTI RAMANA

I, PRATIMA WASNIK, Daughter of R.B. WASNIK, B.Tech. Assistant Engineer/Electrical shall henceforth be known as PRATIMA SHOME W/o. BISWADIP SHOME.

Hyderabad, 5-8-1997.* , PRATIMA WASHIK

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