

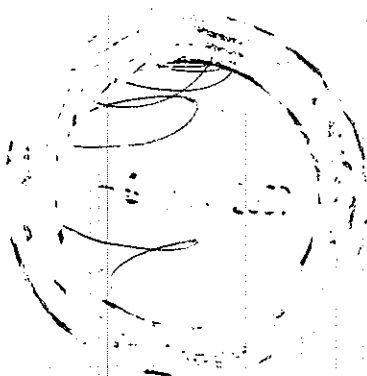


FIRST INFORMATION REPORT

A.P.P.M. Orders 470,500

(Under Section 154 and 157 Cr.P.C)

1. District : Hyderabad Year : 2009 FIR No : 321/2009 Date : 05-OCT-2009
2. P.S : Narayanguda Acts and Section : 406-IPC,418-IPC,420-IPC,421-IPC,
120B-IPC,34-IPC,156(3)-CrPC
3. a) Occurrence of offence : Day: THURSDAY Date From : 15-DEC-2005 Date To :
Time Period : ONWARDS Time From : 00:00 Time To :
Prior To :
b) Information received at PS : Date : 05-OCT-2009 Time : 13:00
c) General Diary Reference : Entry No. : 1 Time : 13:00
4. Type of Information : Referred by magistrate
5. Place of Occurrence : (a) Distance and direction from PS : 2 KM , West
(b) Place : FLAT NO. 403, SUSHEEL RESIDENCY
Street/Village : OPP CDR HOSPITAL
Area/Mandal : HYDERGUDA
City/District : Hyderabad
State : ANDHRA PRADESH
(c) If Outside the limits to this Police Station, then the name
of concerned police station :
District :
6. Complainant / Informant :
(a) Name : MR VIJAY AGARWAL
(b) Father's / Husband's Name : SRI VASUDEV
(c) Date / Year of Birth : Age : 44
(d) Nationality : INDIAN (e)Caste :
(f) Passport No : Date of Issue : Place of Issue :
(g) Occupation : BUSINESSMAN
(h) House No : FLAT NO. 403, SUSHEEL RESIDENCY
Street/Village : OPP CDR HOSPITAL
Area/Mandal : HYDERGUDA
City / District : Hyderabad
State : ANDHRA PRADESH Pin :



7. Details of known/suspected/unknown accused with full particulars:

Serial No :	1						
Name of Accused :	SOHAM MODI, MD OF M/S SUMMIT BUILDERS						
Father's Name :	SATISH MODI	Occupation :	BUSINESSMAN				
Caste :		Sex :	Male	Age :	38	Nationality :	INDIAN
Present H. No :	5-4-187/3, 3RD FLOOR						
Present Street :	MG ROAD						
Present Area / Village :	SECUNDERABAD						
Present City / District :	Hyderabad						
Present State :	ANDHRA PRADESH	Pin :	0				
Phone(Off) :		Phone (Resi) :		Cell No. :			
Email :							
Serial No :	2						
Name of Accused :	MR GAURANG MODI						
Father's Name :		Occupation :	BUSINESSMAN				
Caste :		Sex :	Male	Age :	0	Nationality :	INDIAN
Present H. No :	5-4-187/3, 3RD FLOOR						
Present Street :	MG ROAD						
Present Area / Village :	SECUNDERABAD						
Present City / District :	Hyderabad						
Present State :	ANDHRA PRADESH	Pin :	0				
Phone(Off) :		Phone (Resi) :		Cell No. :			
Email :							
Serial No :	3						
Name of Accused :	SMT. SUBHSHINI S GADE						
Father's Name :	SHRIRAM MOGALLAPALLI	Occupation :	Not Available				
Caste :		Sex :	Female	Age :	0	Nationality :	INDIAN
Present H. No :	C/O. SATYANARAYANA MURTY, 6-10/30/A						
Present Street :	RAJUA STREET						
Present Area / Village :	PEDDAPURAM						
Present City / District :	East Godavari						
Present State :	ANDHRA PRADESH	Pin :	0				
Phone(Off) :		Phone (Resi) :		Cell No. :			

ail :

Physical features, deformities and other details of the Suspect :

Sl. No.	Sex	Date/Year of Birth	Build	Height (cms)	Complexion	Identification Marks(s)
1	2	3	4	5	6	7

Deformalities/ Peculiarities	Teeth	Hair	Eyes	Habit(s)	Dress Habit(s)
8	9	10	11	12	13

Languages/ Dialect	Place of				
	Burn Mark	Leucoderma	Mole	Scar	Tattoo
14	15	16	17	18	19

8. Reasons for delay in reporting by the complainant / informant :

REFERRED BY MAGISTRATE

9. Particulars of properties stolen/involved (Attach separate sheet, if necessary) :

10. Total value of property stolen :

11. Inquest Report/ U.D. Case No. if any :

12. Contents of the complaint / statement of the complainant or informant :

IN THE COURT OF HONOURABLE ADDITIONAL CHIEF METROPOLITAN MAGISTRATE AT HYDERABAD
Honoured Sir,

Today i.e. on 05-10-2009 at 1300 hrs received a court referred compliant vide Dis No. 1630/IXACMM/HYD /2009, dated: 14-09-09 rep. by Mr. Vijay Agarwal, S/o. Mr. Vasudev, aged 44 yrs, Occ: Business, R/o. Flat No. 403, Susheel Residency, Opp. CDR Hospital, Hyderguda, Hyderabad. Which runs as follows:

IN THE COURT OF HONOURABLE ADDITIONAL CHIEF METROPOLITAN MAGISTRATE AT HYDERABAD
CC No. of 2008

Between:

Mr. Vijay Agarwal, S/o.
Opp. CDR Hospital, Hyd

AND

1.M/s Summit Bulde

Occ: Business, R/o. Flat No. 403, Susheel Residency,

Mr Sri Sohan Modi, S/o. Sri S D atish Modi, aged 38 yrs,

- Occ: Business having office at 5-4-187/3, IIIrd Floor, MG road, Secunderabad-500003
- 2.Sri Sohan Mdi, S/o. Sri SDatish Modi, aged 38 yrs, Occ: Business having office at 5-4-187/3, IIIrd MG road, Secunderabad-500003
- 3.Sri Gaurang Modi, S/o. not known to the complaint, aged major, Occ: Business having office at 5-4-187/3, IIIrd Floor, MG road, Secunderabad-500003
- 4.Smt. Subhashini S Gade, W/o. Sri Shriram Mogallapalli, aged 30 yrs, residing at C/o. Sri Satyanarayana Murthy Bondada, H. No. 6-10-30/A, Raju Street, Peddapuram, East Godavari District ; 533437.

COMPLAINT FILED UNDER SECTION 190 READ WITH SECTION 200 OF CRIMINAL PROCEDURE CODE, 1973

1. Nature of Offence: Offence punishable under sections 406, 418, 420, 421, 120-B & r/w 34 Indian Penal Code, 1860
2. Date of Offence: 15-12-2005 onwards and continuing
3. Place of Offence: Himayathnagar, Hyderabad
4. Name of Police Station: Narayanaguda PS, Hyd
5. List of Witness: 1) The Complaint, 2) The list of other witness will be furnished at the time of investigation

The address of the complainant for the purpose of the service of the notices etc. is that of the counsel M/s Shyam S Agarwal, L Praveen Kumar, L. Pradhan Kumar, K. Shashirekha, Naresh Singh and Santosh Singh, Advocates, having office at # 101, RK Residency, lane beside Minerva Coffee Shop, Himayathnagar, 3-6-237/1, Street No. 15, Hyderabad-500029, phone : 91-40-2322-2700

1. The complainant submits that the accused No. 1 is a partnership firm with the accused No. 2 & 3 as its partners. The accused No. 1 was the owner and development of 'Silver Oak' apartments on the land forming part of survey No. 290, Situated at Chgerlapally village, Ghatkesar Mandal, Ranga Reddy District. For the purpose of selling the flats to prospective purchasers, the accused No. 1 to 3 advertised for the same. As the complainant was interested in the venture taken by the accused and intended to purchase a flat therein, he approached the accused No. 1 in that regard and the accused No. 2 & 3 negotiated with the complainant.
2. The Complainant further submits that the accused No. 2 & 3 showed to the complainant the brochure relating the proposed apartment and the complainant selected the flat no. 401 on forth floor admeasuring 725 square feet of super built up area together with proportionate undivided share of land to the extent of 36.25 square yards along with reserved two wheeler parking space bearing no. 73, hereinafter referred to as the said flat. The accused No. 2&3 represented that they are very reputed builders and their transactions would be fair.
3. The Complainant also submits that after negotiations the sale consideration was fixed at Rs. 649/- per square feet and in view of the extent of the suit flat being 725 square feet, the total sale consideration of the suit flat was arrived to at Rs. 4,70,525/-. Apart from the sale consideration, the complainant was asked to pay a sum of Rs. 50,000/- towards the charges for the amenities, Rs. 5,000/- towards parking and Rs. 15,000/- towards water & electricity charges. The complainant paid a sum of Rs. 10,000/- through cheque No. 123098. dated 08-09-2005 drawn on M/s IDBI Bank, under receipt No. 1017, towards earnest money and part payment of sale consideration, which was encashed by the accused No. 1 in the conclusion of the contract.
4. The complainant submits that the terms of contract were subsequently reduced into writing under a formal agreement of sale entered into between the complainant and the accused No. 1 on 15-12-2005. The complainant paid additional sum of Rs. 15,000/- to the accused No. 1 through cheque No. 619352, dated 01-03-2006 drawn on M/s HDFC Bank, towards further part payment of sale consideration, which was also encashed by the accused No. 1. The accused progress of construction of the complex and accordingly would also inform the complainant about the payment of balance of sale consideration to be made by him.

5. The complainant further submits that he was waiting patiently for the letter of the accused No. 1 informing him about the status and progress of the complex and also about the amounts to be paid by him, but he did not receive any correspondence or communication from the accused No. 1 as told by them. When the complainant visited the office of the accused NO. 1 enquiring about the progress of the complex, he was told that it would take some more time for the project to be completed and that they would intimate him further details later. To the utter shock and surprise for the complainant, instead of the intimation letter, he received a letter from the accused No. 1 dated 05-05-2006 calling for payment of three installments within seven days of receipt of the notice and warned of forfeiture, if the complainant fails to pay the installments.

6. The complainant also submits that he sent a suitable reply dated 15-05-2006 to the letter of the accused No. 1 informing that he had not received any reminders earlier for payment as alleged in the said letter and informed that he would pay the amount in lump sum immediately on the sanction of loan, which was delayed in view of changes of status of income from salaried to self employed and will also complete the payments in lump sum after sanction of housing loan.

7. On receiving the reply of the complaint, the accused No. 1 sent a cancellation notice dated 09-06-2006 to the complainant stating that the complainant did not adhere to the alleged payment schedule, not paid the installments as per alleged promise, that as such the agreement entered into between the parties stood cancelled and that the payments made by the complainant were forfeited. The accused No. 1 further stated that they were at liberty to allot the said flat to any intending purchaser and allotted to the accused No. 4.

8. The complainant submits that after receiving the said cancellation notice, the complainant sent a reply letter dated 23-06-2006 informing that he has already informed through his reply letter dated 15-05-2006 that there was a delay in processing of loan and the due amounts will be paid shortly and requested to bear for some time. The complainant also visited the office of the accused No. 1 in person and discussed with the accused No. 2 & 3. They stated that they had issued the notice only to ascertain whether the complainant was really interested in purchasing the flat or not. The accused No. 2 & 3 assured the complainant that his interest in the flat would be safeguard and he can make the payment as and when the loan is sanctioned to him.

9. The complainant further submits that he paid a further amount Rs. 75,000/- through cheque No. 691784, dated 11-07-2006, drawn on M/c HDFC bank and the same was acknowledged by the accused No. 1 vide their receipt No. 11-07-2006 towards part payment of the sale consideration. As the accused No. 1 to 3 were satisfied with the payments made by the complainant, they addressed a letter dated 01-08-2006 to the complainant, asking to visit the site between 01-08-2006 and 08-08-2006 to have a look at the flat.

10. The complainant was asked to suggest for any additional or alterations to be done to the suit flat, stating that otherwise the flat will be completed as per the standard specifications shown in the model flat. The complainant suggested some changes to the flat, for that the accused No. 1 assured that he would make the necessary changes to the said flat and would intimate the complainant the date of execution and registration of the documents.

11. The complainant also submits that to his utter surprise there was no such intimation from the accused No. 1. The complainant contacted the accused No. 1 to 3 in person there was no intimation and they evaded meeting the complainant. Getting vexed with the attitude of the accused No. 1 to 3, the complainant got issued a legal notice dated 19-02-2007 through his advocate calling upon to execute and register the sale deed in full by paying the balance amount of sale consideration at the time of registration within 15 days from the receipt of the notice.

12. The complainant further submits that at the accused No. 1 addressed a reply dated 22-02-2007 with false and misleading information and stand that the agreement stood cancelled under the alleged cancellation notice dated 09-08-2006. In fact, the complainant never received any cancellation notice from the accused No. 1 at any point of the time, except the one stated above. The complainant got issued a

rejoinder notice on 12-03-2007 denying receipt of any cancellation notice and made it clear that the accused NO. 1 cannot terminate the agreement unilaterally. The accused No. 1 got issued a reply on 28-03-2007 talking the same stand, which is false.

13. The complainant further submits that thereafter he filed a suit for specific performance of the agreement of sale. In the meanwhile, the accused No. 1 to 3 in collusion with the accused No. 4 transferred the said flat to the accused No. 4 in order to frustrate the contact of the complainant. Thus the accused cheated the complainant with ill-intention, conspiracy and common intention consideration and having agreed to execute to execute and register the sale deed, the accused No. 1 to 3 went back their promise in order to have wrongful gain at the costs of the complainant.

14. The complainant also submits that the accused No. 1 to 3 had induced the complainant to part with huge amount of money towards part payment of sale consideration with an intention not to transfer the said flat to him and to cheat the complainant. In spite of the complainant being ready to pay the balance of sale consideration of Rs. 4,4,525/- as he had already got the loan sanctioned from the banker for the purpose of making payment of balance of sale consideration to the accused No. 1 in respect of the suit flat, payment of stamp of stamp duty, registration charges etc., the accused No. 1 to 3 refused to transfer the said flat to the complainant and duped him.

15. The complainant submits that in a very illegal and highhanded manner and even after entering into agreement of sale with complainant and after receiving huge amounts towards part of sale consideration, the accused No.1 to 3 sold the suit flat to the accused No. in order to gain illegally and deceive and cause harm to the complainant. The agreement of the complainant is subsisting and it still holds good. Having made the complainant pay to them huge amounts from and also to obtain loan from the bankers, the accused No. 1 to 3 have gone back.

16. This Hon'ble Court has got jurisdiction to take cognizance of the offences as the complainant resides at Himayathnagar, Hyderabad under the limits of Narayanaguda Police Station, from where he made the payments towards part of the sale consideration and also exchanged the correspondence and notices with the accused No. 1 to 3.

17. The Complainant therefore prays that this Hon'ble Court may be pleased to pas an order referring the complaint to the Police, Narayanaguda under Section 156(3) of the Criminal procedure Code for investigation and filing report in the interest of justice and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Counsel of the Complainant Complainant

Hyderabad, 3012-2008

Received on 05-10-2009 at 1300 hrs

As per the above contents of the report and the Honble Court instructions a case in Cr. No. 321/2009, U/s 406, 418, 420, 421, 120(b) R/w 34 IPC and the case file handed over to SI Sri NLN Raju for further investigation.

Sd/- (V. Janardhan, ASI of Police, Narayanaguda PS, Hyd)

13. Action Taken: Since The above information reveals commission of offence(s) U/s as mentioned at item No.2,

(1) Registered the case and took up the investigation or

(2) Directed (Name of I. N. LAXMINARAYANA
RAJU

Rank : SI - CIVIL

No. : SI

O.) :

to take up the Investigation or

(3) Refused investigation due to

(4) Transferred to P.S.

District

on point of jurisdiction.

I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant / informant, free of cost.

14. Signature / Thumb impression of the complainant / informant.



Signature of Officer in charge, Police Station

Name : V. JANARDHAN

Rank : ASI

No : ASI

15. Date and time of dispatch to the court :
