

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

C.C. No. 7 OF 2011

Between:

M/s.Modi Builders Methodist Complex, 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

Mohd. Azhar Mujahid
S/o late Mohd. Aijazuddin,
Office Nos.309 & 310B,
3rd floor, Methodist Copmlex
Chirag Ali Lane, ABids
Hyderabad
Also at Flat No.202, Rainbow Apartments
Behind Gandhi Bhawan, Nampally
Hyderabad – 500001.

... 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 Builders Methodist Complex
A partnership firm
rep. by its Authorised Signatory
Mr.Ramacharyulu
2. Name of the Accused : Mohd. Azhar Mujahid
3. Date, time and place of Offence : Cheque No.675071 dt.22.11.2010 for
Rs.10,000/- and Cheque No.307051
dt.4.12.2010 for Rs.18,233/- drawn on
Andhra Bank, Nampally.

Cheques presented for Collection
through IDBI Bank Basheerbagh,
Hyderabad

The Cheques returned for reasons
'Insufficient Funds" on 24.11.2010 and
10.12.2010 respectively.

On 17.12.2010 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 "Insufficient Funds".
5. Offence Under Section : Offence U/s. 138 and 142 of N.I. Act.
6. Penal Section : U/s. 138 of N.I. Act.

7. Name of the P. S : P.S.Ramgopalpet
8. List of Witnesses : 1. M/s.Modi Builders Methodist Complex
Rep. by its Managing Partner
Sri Soham Modi
2. The Branch Manager,
Andhra Bank Nampally, Hyderabad
3. The Branch Manager,
IDBI Bank Basheerbagh, Hyderabad

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 is the Lessor and Possessor of Office Nos.309 and 310B in 3rd floor, Methodist Complex, Chirag Ali Lane, Abids, Hyderabad. The Accused had approached them for taking the above offices on lease and after due negotiations the Accused had entered into a Lease Agreement dated 14.07.2006 and General Amenities Agreement dated 14.07.2006 wherein the Accused had agreed to pay Rs.8750/- towards rent, Rs.8750/- towards amenities and Rs.3705/- towards maintenance charges per month respectively aggregating to Rs.21,205/- per month and the Accused paid an amount of Rs.1,10,000/- as security deposit. Further the Accused had agreed for enhancement of 5% on the existing rent and general amenities every year.
3. The Accused had agreed to pay the rents on or before 7th of every month after deducting TDS. The Accused had defaulted in the payment of rents from August 2009 to March 2010. The total of rent and amenities after yearly enhancement comes to Rs.20,259/- per month as on August 2009. The total arrears for the period August 2009 to March 2010 comes to Rs.98,797/-. The Accused had issued the following 10 post dated cheques towards the above said rent and amenities arrears.

S.No.	Cheque No.	Date	Rs.	Drawn on
1	605065	22.05.2010	10,000/-	Andhra Bank, Nampally
2	605066	22.06.2010	10,000/-	Andhra Bank, Nampally
3	605067	22.07.2010	10,000/-	Andhra Bank, Nampally
4	605068	22.08.2010	10,000/-	Andhra Bank, Nampally
5	605069	22.09.2010	10,000/-	Andhra Bank, Nampally
6	605070	22.10.2010	10,000/-	Andhra Bank, Nampally
7	605071	22.11.2010	10,000/-	Andhra Bank, Nampally
8	605072	22.12.2010	10,000/-	Andhra Bank, Nampally
9	605073	22.01.2011	10,000/-	Andhra Bank, Nampally
10	605074	22.02.2011	10,000/-	Andhra Bank, Nampally

4. The Complainant submits that the cheques at Serial Nos.1 to 6 have been cleared on presentation. The Complainant presented the 7th cheque No.605071 dated 22.11.2010 for Rs.10,000/- for realization through its Banker IDBI Basheerbagh, Hyderabad. To its utter surprise and dismay, the above said cheque presented for realization was returned unpaid vide cheque return memo dated 24.11.2010 for the reason "Insufficient Funds".

5. The Complainant submits that the Accused had issued another cheque for Rs.18,233/- bearing No.307051 dated 4.12.2010 drawn on Andhra Bank, Nampally, towards rent for the month of October, 2010. The Complainant presented the above said cheque for realisation through its Banker IDBI Basheerbagh, Hyderabad which was also returned dishonoured with the endorsement "Insufficient Funds" vide cheque return memo dated 10.12.2010.

6. It is respectfully submitted that, the complainant through their Advocate, got issued a legal notice dated 17.12.2010 to the Accused demanding for payment of the above said Cheques amount within 15 days from the date of receipt of the said notice and the said legal notice was sent by registered post acknowledgement due. The Accused received the said notice but failed to comply the notice.

7. It is respectfully submitted that issuing cheques without sufficient funds or arrangement to honour the cheques in question 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.

It is respectfully submitted that, by his illegal and malafide action, the Accused has rendered himself 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:

The cause of action for the complaint arose when the Accused issued cheque dated 22.11.2010 and on 24.11.2010 when the cheque was returned dishonoured for the reason of "Funds Insufficient" by the Banker of Accused and another cheque dated 4.12.2010 returned dishonoured on 10.12.2010, and on 17.12.2010 when the Complainant got issued a notice and on 20.12.2010 when the Accused received the notice but failed to comply with the notice and on all other dates 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. LIMITATION:

The Criminal Complaint is within time as prescribed under Law.

11. PRAYER:

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

- a). to take cognizance of the offence punishable under section 138 of Negotiable Instruments Act;
- b). Issue summons and punish the Accused as per law;
- c). Award double the amount of cheques 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: 04.01.2011

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 4th day of January, 2011 at Secunderabad.

SECUNDERABAD

Date: 04-01-2011

COMPLAINANT

LIST OF DOCUMENTS

S.No.	Date	Description of document	
1.	22.11.2010	Cheque No.605071for Rs.10,000/- drawn on Andhra Bank Nampally - copy	
2.	024.11.2010	Return memo - copy	
3.	4.12.2010	Cheque No.305071for Rs.18,233/- drawn on Andhra Bank Nampally - copy	
4.	10.12.2010	Return memo - copy	
5.	17.12.2010	Legal Notice – Xerox copy	
6.	20.12.2010	Postal acknowledgements	
		Authorisation letter of the Complainant firm	

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

SECUNDERABAD
DATE: 04.1.2011

COMPLAINANT

COUNSEL FOR THE COMPLAINANT

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

C.C. No. OF 2011

Between:

M/s.Modi Builders Methodist Complex
Complainant

And

Mohd.Azhar Mujahid
Accused

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

FILED ON : 04.1.2011

FILED BY:

Sri C.BALAGOPAL
Advocate

Address for Service:

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

COUNSEL FOR THE COMPLAINANT

MODI BUILDERS

(METHODIST COMPLEX)

Phone : 55335551
Fax : 040-27544058

OFFICE : 5-4-187/3&4, 3RD, FLOOR, M.G. ROAD, SECUNDERABAD - 500 003.

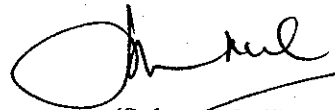
TO WHOM SO EVER IT MAY CONCERN

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 Azhar Mujahid M/s. Lakhotia Arts & Design Centre, Abids, Hyderabad before the Criminal Court.

Date: 03.01.2011

Place: Secunderabad.

For Modi Builders Methodist Complex



(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 Ack. Due

Date: 17-12-2010

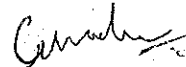
To

Mohd. Azhar Mujahid
S/o late Mohd. Aijazuddin
Office Nos.309 & 310B
3rd floor, Methodist Complex
Chirag Ali Lane, Abids,
Hyderabad
Also at Flat No.202, Rainbow Apartments
Gandhi Bhawan, Nampally
Hyderabad - 500001.

Dear Sir,

Under instructions of our client M/s. Modi Builders Methodist Complex, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003, represented by its Managing Partner Sri Soham Modi, we have to address you as follows:

1. Our client is the Lessor and possessor of Office Nos.309 and 310B in 3rd floor, Methodist Complex, Chirag Ali Lane, Abids, Hyderabad. You had approached them for taking the above offices on lease and after due negotiations you had entered in to Lease Agreement dated 14.07.2006 and General Amenities Agreement dated 14.07.2006 wherein you have agreed to pay Rs.8750/- towards rent, Rs.8750/- towards amenities and Rs.3705/- towards maintenance charges per month respectively aggregating to Rs.21,205/- per month and you paid an amount of Rs.1,10,000/- as security deposit. Further you have agreed for enhancement of 5% on the existing rent and general amenities every year.
2. You have agreed to pay the rents on or before 7th of every month after deducting TDS. You had defaulted in the payment of rents from August 2009 to March 2010. The total of rent and amenities after yearly enhancement comes to Rs.20,259/- per month as on August 2009. The total arrears for the period August 2009 to March 2010 comes to Rs.98,797/-. You have issued the following 10 post dated cheques towards the above said rent & amenities arrears.



S. No.	Cheque No.	Date	Rs.	Drawn on
1.	605065	22.05.2010	10,000/-	Andhra Bank, Nampally
2.	605066	22.06.2010	10,000/-	Andhra Bank, Nampally
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4.	605068	22.08.2010	10,000/-	Andhra Bank, Nampally
5.	605069	22.09.2010	10,000/-	Andhra Bank, Nampally
6.	605070	22.10.2010	10,000/-	Andhra Bank, Nampally
7.	605071	22.11.2010	10,000/-	Andhra Bank, Nampally
8.	605072	22.12.2010	10,000/-	Andhra Bank, Nampally
9.	605072	22.01.2011	10,000/-	Andhra Bank, Nampally
10.	605073	22.02.2011	8,797/-	Andhra Bank, Nampally

3. Our client states that Cheques at Serial Nos.1 to 6 have been cleared on presentation. Our client presented the Cheque No.605071 dated 22.11.2010 for Rs.10,000/- for realization through its Banker IDBI, Basheerbagh, Hyderabad. To its utter surprise and dismay, the above said Cheque presented for realization was returned un-paid vide Cheque Return Memo dated 24.11.2010 for the reason "Insufficient Funds".

4. You had further issued another Cheque for Rs.18,233/- bearing No.307051 dt.04.12.2010 drawn on Andhra Bank, Nampally towards rent for the month of October 2010. Our client presented the above said cheque for realization through its Banker IDBI, Basheerbagh Branch which was also returned dishonored with the endorsement "Insufficient Funds" vide cheque return memo dated 10.12.2010.

5. You know very well that return of Cheques for the reason "Insufficient Funds" 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 there are no sufficient funds in your Account to meet the demand have issued the cheques 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.28,233/- (Rupees Twenty eight thousand two hundred thirty three only) due to our client towards above 2 Cheques 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.

(Handwritten signature)

(Handwritten signature)
(C.BALAGOPAL)
ADVOCATE

भारतीय डाक



India Post

संलग्निका 43 400000

पिन 4 5763

Country Mail (P-Cover)
तहसील अजमेर, राजस्थान,

भारत

परिपत्रक

दिनांक 10/12/2010, 10:48

(Save a nice day)

भारतीय डाक



India Post

संलग्निका 43 400000

पिन 4 5763

Country Mail (P-Cover)
तहसील अजमेर, राजस्थान,

भारत

परिपत्रक

दिनांक 10/12/2010, 10:48

(Save a nice day)

REMARKS

SOB SOA GMG PMR MFH GWE MNM OTHERS MBMC

Flat No. 309 & 310 Tenant Date 13/12/10

Name: L.C.C

Remarks: Cheque Bounce due to insufficient funds

Bank Cheque No 307057 dt. 4/12/10 of Rs.18233/-

sent for the month of Oct 10. Informed to

Shankar Reddy Sir.

W

MANAGING DIRECTOR
13 DEC 2010

By: Sr Jagadik.

Work Completed

sent by

To
M/S. MODI BLDERS METHODIST CMLPX
5-4-187/3&4 III FLOOR M G ROAD

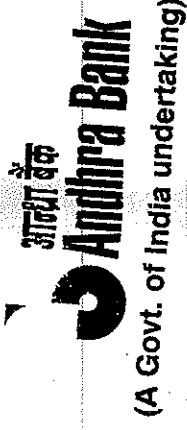
SECUNDERABAD - 500003

Please note that your account 0142003063500 is DEBITED
on account of following :

Date	Particulars	Remarks	Crncy	Amount
10-12-2010	REJECT:307051:INSUFFICIE	Zone Serial [INR	18,233.00
Total			INR	18,233.00

Date : 10-12-2010

Manager



ANDRA BANK
5379, MANAPALLY
HYDERABAD

CHEQUE RETURN MEMO

Date : 10-12-2010

TO:
IDBI BANK LTD
BASHEER BAGH SQUARE (BSH)
HYDERABAD

ACCT NO:03721101001446

THE ENCLOSED CHEQUE/REFUND ORDER/PAY ORDER/DRAFT IS RETURNED FOR THE FOLLOWING REASON
INSUFFICIENT FUND

Clearing Code Code : CPCIN
Clearing Zone Date : 10-12-2010
Cheque Date : 04-12-2010

1 CODE NO. 1 REASON

101 | INSUFFICIENT FUND | PRES. SORT CODE

1500257002

CHEQUE No. 307051

AMOUNT INR.

12,233.00

DATE OF RETURN : 10-12-2010

OFFICER/MANAGER

Date 4/12/2010

odi Builders Methodist Complex

या धारक को Or Bearer

Eighteen thousand two hundred and thirty three only अदा करें

Rs 18233/-

ब.स. L.F. ओ.र. Inits.

037811011001446

आंध्र बैंक Andhra Bank

(378) नामपल्ली, हैदराबाद - 500 001
NAMPALLY, HYDERABAD - 500 001
AB/CA/5Q (ANDB0000378)
चेक सं. Cheque No.

NMP

11 0000000182330011

11 3070511 5000110311

MANIPAL PRESS LIMITED

REMARKS

SOB SOA GMG PMR MFH GWE MNM OTHERS MSMC

Flat No. MSMC Tenent of 309 & 210 Date 02/12/10

Name: LCC

Remarks: cheque bounce due to insufficient funds
of Rs. 10,000/- vide chq. No. 605071 dt. 22/11/10
towards Rent Arrear, referred to Shri K. V.
Reddy, Sr.

EDBY

3 DEC 2010

Send
lawyer notice.

By: G. Jagdish.

Work Completed

Date 22/11/2010

Pay Modi Builders Methodist Complex

या धारक को Or Bearer

रुपये Rupees Ten thousand only

अदा करें रु. 10000

खाता सं. A/C. No.	ब.प. L.F.	जोड़. Mills.
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आंध्र बैंक Andhra Bank

037811011001446

(378) नामपल्ली, हैदराबाद - 500 001.
Nampally, Hyderabad - 500 001.(NMP)

for Abhis Lohotia Institute of Art & Design

Handwritten signature
Pvt

AB/CA/KLH/A

चेक सं. Cheque No.

⑈ 605071 ⑈ 5000 1 1031 ⑈

⑈ 000000 10000000 ⑈

	Cheque no.	Date	Amount	Details as follows
1	605065	22/5/10	10000	
2	605066	22/6/10	10000	
3	605067	22/7/10	10000	
4	605068	22/8/10	10000	
5	605069	22/9/10	10000	
6	605070	22/10/10	10000	
7	605071	22/11/10	10000	
8	605072	22/12/10	10000	X - Case DD
9	605073	22/1/11	10000	- Paid Cash
10	605074	22/2/11	10000	hand
			8797	
			<u>98797</u>	

M Baje - 7856, 24, 586
to be ready

98797

Modi Builders Methodist Complex

Month	Actual Amt	TDS	Amt. to be paid	Amt. paid	Amt. Payable
Aug'09	20259	3130	17129	14953	2176 ✓
Sept'09	20259	3130	17129	14953	2176 ✓
Oct'09	20259	Alot. 2026	18233	14953	3280 ✓
Nov'09	20259	2026	18233	-	18233
Dec'09	20259	2026	18233	-	18233
Jan'10	20259	2026	18233	-	18233
Feb'10	20259	2026	18233	-	18233
Mar'10	20259	2026	18233	-	18233
					98797

Rent due is cleared through PDC's. Details as follows:

S-NO	Cheque no.	Date	Amt
1	605065	22/5/10	10000
2	605066	22/6/10	10000
3	605067	22/7/10	10000
4	605068	22/8/10	10000
5	605069	22/9/10	10000
6	605070	22/10/10	10000
7	605071 ✓	22/11/10	10000 X - Case DD
8	605072 ✓	22/12/10	10000 - Paid Bank
9	605073 ✓	22/1/11	10000 hand
10	605074 ✓	22/2/11	8797
			98797

M Baje - TDS Rs 24,586 to be reced

28,787

M/S. MODI BLDRS METHODIST CMLX

5-4-187/3&4 III FLOOR M G ROAD

SECUNDERABAD - 500003

Please note that your account 0142003063500 is DEBITED
on account of following :

Date	Particulars	Remarks	Crncy	Amount
24-11-2010	REJECT: ^605071^:	INSUFFI Zone Serial [INR	10,000.00
Total			INR	10,000.00

Date : 24-11-2010

Manager

to be ready

25/11

Under Instructions of my client I am serving the legal notice for the following reasons:

1. My client, Modi Builders Methodist Complex, Satish Modi and Shiva Shakti Enterprises and you had entered lease agreement for the premises of Modi Builders Methodist Complex, Abids, Hyderabad
2. As per agreement you are supposed to pay the rents on or before 7th of every month in the year after deducting TDS.
3. Earlier you were of default for paying rents from Aug-09 to Mar-10 and for this period you gave post dated cheques by mentioned date from May-10 to Feb-11
4. You are not honoring the some of cheques and it shows lead impact in account statement. For instance you had given a cheque vided no.605071 of Rs. 10,000/- on Modi Builders Methodist Complex was bounced. Earlier also some of the cheques were dishonored and you replaced them by giving again post dated cheque.

Hence you are requested to pay the rents regularly on or before 7th of every month for those particular months and honor cheques accordingly. As an old tenant we are giving a last choice with out preceding any legal action. However, if you repeat the same, we have left no option except straight legal action to the extent of termination of lease agreement.

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

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

By Regd Post Ack. Due

To

Date: 30-12-2010

Mohd. Azhar Mujahid
S/o late Mohd. Aijazuddin
Office Nos.309 & 310B
3rd floor, Methodist Complex
Chirag Ali Lane, Abids, Hyderabad
Also at Flat No.202, Rainbow Apartments
Behind Gandhi Bhawan, Nampally
Hyderabad - 500 001.

Dear Sir,

Under instructions of our client M/s. Modi Builders Methodist Complex, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003, represented by its Managing Partner Sri Soham Modi, we have to address you as follows:

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6.	605070	22.10.2010	10,000/-	Andhra Bank, Nampally
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9.	605072	22.01.2011	10,000/-	Andhra Bank, Nampally
10	605078	22.02.2011	8,797/-	Andhra Bank, Nampally

3. Our client states that Cheques at Serial Nos.1 to 6 have been cleared on presentation. As the cheque bearing No. 605071 dated 22.11.2010 mentioned above was dishonored on presentation, a notice dated 17.12.2010 was already issued. Our client presented the above referred 8th Cheque No.605072 dated 22.12.2010 for Rs.10,000/- for realization through its Banker IDBI, Basheerbagh, Hyderabad. To its utter surprise and dismay, the above said Cheque presented for realization was returned un-paid vide Cheque Return Memo dated 24.12.2010 for the reason "Insufficient Funds".
4. You know very well that return of Cheques for the reason "Insufficient Funds" 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 there are no sufficient funds in your Account to meet the demand have issued the cheques 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.10,000/- (Rupees Ten 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



(A Govt. of India undertaking)

ANDHRA BANK
CO-OPS. BANGALLY
HYDERABAD

CHEQUE RETURN MEMO

Date : 24-12-2010

TO,
IDBI BANK LTD
BASHEER BAGH SQUARE (BSH)
HYDERABAD

ACCT NO:03781011001446

THE ENCLOSED CHEQUE/REFUND ORDER/PAY ORDER/DRAFT IS RETURNED FOR THE FOLLOWING REASON
INSUFFICIENT FUND

Clearing Zone Code : CPC1W
Clearing Zone Date : 24-12-2010
Cheque Date : 22-12-2010

CODE NO. | REASON | PRES. SORT CODE

101 | INSUFFICIENT FUND | 500259002

CHEQUE NO. 505072 AMOUNT RS. 10,000.00

DATE OF RETURN : 24-12-2010

श. सुनील मोहंटर एच.एच.ए-230
di. MBRABI MANSHAR ROAD M-28P

OFFICER/MANAGER

REMARKS

SOB SOA GMG PMR MFH GWE MNM OTHERS MISMC

Flat No. MISMC Tenant 309 & 310 Date 28/12/10

Name: LCC

Remarks: Cheque Bounce due to insufficient fund
towards Rent dues with chq. No 605072
dt. 22/12/10 of Rs. 10000/- referred to
Shankar Reddy, Jri

Send to bank.

By: G. Jagdish

29 DEC 2010
MANAGER

Work Completed

KLH/TEC

AVC. NO. C.P. H.H.S.

आन्धा बैंक Andhra Bank

(378) नामपल्ली, हैदराबाद - 500 001.
Nampally, Hyderabad - 500 001.(NMP)

037811011001446

For Abida Lakhotia Institute of Art & De

AB/CA/KLH/A

चेक सं. Cheque No.

Abida Lakhotia
Prop...

⑈605072⑈ 500011031⑈

⑈⑈000000⑈000000⑈

get instructed
not to send
value.

Pay Sri Satish Modi (HUF)

Date 28/1/2011

रुपये Rupees Ten thousand only

या धारक को Or Bearer

अदा करें रु. 10000

खाता सं. A/c. No.	ब.प. L.F.	छो.ह. Inits.
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07 FEB 2011
HYDRABAD BR-0042

आंध्र बैंक Andhra Bank

1037800010001448

(378) नामपल्ली, हैदराबाद - 500 001.
Nampally, Hyderabad - 500 001.(NMP)

For Abida Lakshmi Institute of Art & Design

AB/CA/KLH/A

ANDHRA BANK LTD.
SECUNDERABAD BR-0042

Handwritten signature

Proprietor

⑈ 60508 2⑈ 5000 1 103 1⑈

⑈ 000000 1000000⑈

KL HI-TECH SECURE PRINT LTD. HYD

ANDHRA BANK
0378 : NAMPALLY
HYDERABAD

Date : 03-02-2011

CHEQUE RETURN MEMO

To,
HEFC BANK LTD
LAKDIKAPUL
HYDERABAD

ACCT NO:037811011001446

THE ENCLOSED CHEQUE/REFUND ORDER/PAY ORDER/DRAFT IS RETURNED FOR THE FOLLOWING REASON
INSUFFICIENT FUND

Clearing Zone Code : CPC1W
Clearing Zone Date : 03-02-2011
Cheque Date : 28-01-2011

1 CODE NO. 1 REASON

1 PRES. SORT CODE

101 1 INSUFFICIENT FUND

1500240000

CHEQUE NO.605082

AMOUNT RS.

10,000

DATE OF RETURN : 02-02-2011

BY: [Signature]

605076

28/6/10

10-000

Sri Satish Modi (HOF)

	Actual Amt	TDS	Amt. to be Paid	Amt. Paid	Amt. Payable
Aug '08	15750/-	-	15750	15000	750
May '08	15750/-	-	15750	15000	750
Oct '09	20000/-	@10% 2000	18000	12125	4875
Nov '09	20000/-	2000	18000	-	18000
Dec '09	20000/-	2000	18000	-	18000
Jan '10	20000/-	2000	18000	-	18000
Feb '10	20000/-	2000	18000	-	18000
Mar '10	20000/-	2000	18000	-	18000
					96375

Rent due is cleared through the following cheques. Details as follows

S.No	Cheque no.	Date	Amount
1	605075	28/5/10	10000/-
2	605076	28/6/10	10000
3	605077	28/7/10	10000
4	605078	28/8/10	10000
5	605079	28/9/10	10000
6	605080	28/10/10	10000
7	605081	28/11/10	10000
8	605083	28/12/10	10000
9	605082	28/1/11	10000
10	605084	28/2/11	6375
			96375

37286

Sri Salish Modi (HUF)

Details of the Balance due of July '09,
Aug '09 & Sept '09.

Month	Actual Amt	TDS @ 16.91%	Amt. to be Paid	Amt. Paid	Amt. Payable
July '09	20000/-	3399/-	16601/-	13073/-	3528/-
Aug '09	20000/-	3399/-	16601/-	13125/-	3476/-
Sept '09	20000/-	3399/-	16601/-	13125/-	3476/-

10,480

HYDERABAD
 3rd Floor
 Hyderabad 500016

Dear Customer,

In accordance with the details shown below, we have debited your SAVINGS/CURRENT account 00421000119799 as under:

Debit Amount	Cheque No.	Reason for debit
21,600.00	020000307059	CHEQUE NET- FUND INVESTMENT

DETAILS : Being the amount of cheque(s) deposited by you and not yet unpaid (cheque(s) enclosed).

To:
 SATISH MODI NMF
 C/O MODI ERCS AND INVESTS P LTD.
 5-4-197/3 AND 6, SCHEER MODI, M G RD
 2-FLR, ABY BANG OF SERVICE, BANICUMI
 SECUNDERABAD 500009
 INDIA
 Ph. Nos. : 55221539
 Mobile :
 Gsm : 983999981

THIS IS A COMPUTER GENERATED SERVICE AND DOES NOT REQUIRE A SIGNATURE

Pay Sri Satish Modi (HUF)

Date 23/1/2011

रुपये Rupees Twenty one thousand
six hundred only

वा धारक को Or Bearer

₹. 21600/-

खाता सं. / A/c. No.

व.प. / L.F.

आन्धा बैंक Andhra Bank

(378) नामपल्ली, हैदराबाद - 500 001

NAMPALLY, HYDERABAD - 500 001
 AB/CA/BQ (ANDB0000378)
 चेक सं. Cheque No.

03781101100146

NMP

ANDRA BANK LTD.
 SECUNDERABAD BR.-001

FOR CASH PAYMENT ONLY

Signature
 Proprietor

⑈ 307083⑈ 500011031⑈

⑈0000002160000⑈

ANDHRA BANK
0378 : NAMPALLY
HYDERABAD

CHEQUE RETURN MEMO

Date : 02-02-2011

To:
NDFC BANK LTD
LAKDIKAPUL
HYDERABAD

ACCT NO:037811011001446

THE ENCLOSED CHEQUE/REFUND ORDER/PAY ORDER/DRAFT IS RETURNED FOR THE FOLLOWING REASON
INSUFFICIENT FUND

Clearing Zone Code : CFCIM
Clearing Zone Date : 02-02-2011
Cheque Date : 23-01-2011

1 CODE NO. 1 REASON

1 PRES. SORT CODE

101 1 INSUFFICIENT FUND

1500240002

CHEQUE No. 307083

AMOUNT Rs.

21,600.00

DATE OF RETURN : 02 02 2011

OFFICER/HK/MS/308

Pay Sri Satish Modi (HUF)

Date 28/1/2011

रुपये Rupees Ten thousand only

या धारक को Or Bearer

रु. अदा करें Rs. 10000

खाता सं. A/c. No.

ब.प. L.F.

छो.ह. Inits.

02 FEB 2011
TECH SECURE PRINT LTD. HYD
10000000000000000000

आन्ध्र बैंक Andhra Bank

03780101001446

(SVB) नामपल्ली, हैदराबाद - 500 001.

Nampally, Hyderabad - 500 001.(NMP)

For Abids Lakshmi Institute of Art & Design

AB/CA/KLH/A

ANDHRA BANK LTD.
चेक सं. Cheque No. **SECUNDERABAD BR-0042**

A. V. V.
Proprietor

⑈605082⑈ 500044034⑈

⑈0000000000000000⑈

KL HI TECH SECURE PRINT LTD. HYD

ANHRA BANK
0378 : NAMPALLY
HYDERABAD

88

CHEQUE RETURN MEMO

Date : 03-02-2011

To.
HDFC BANK LTD
LAKDIKAPUL
HYDERABAD

ACCT NO:037811011001446

THE ENCLOSED CHEQUE/REFUND ORDER/PAY ORDER/DRAFT IS RETURNED FOR THE FOLLOWING REASON
INSUFFICIENT FUND

Clearing Zone Code : CPCIM
Clearing Zone Date : 03-02-2011
Cheque Date : 28-01-2011

CODE NO. | REASON | PRES. SORT CODE |

101 | INSUFFICIENT FUND | 1500210002 |

CHEQUE NO. 605082 AMOUNT Rs. 10,000/-

DATE OF RETURN : 02-02-2011

1500210002

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 Ack. Due

Date: 29-12-2010

To

Mohd. Azhar Mujahid
S/o. Late Mohd. Aijazuddin
Office Nos.309 & 310B
3rd floor, Methodist Complex
Chirag Ali Lane, Abids,
Hyderabad - 500 001
Also at Flat No.202, Rainbow Apartments
Behind Gandhi Bhawan, Nampally
Hyderabad - 500 001.

Dear Sir,

Under instructions of our client Shri. Satish Modi HUF, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003, represented by its Karta Sri Satish Modi, we have to address you as follows:

1. Our client is the Lessor and possessor of Office No. 401 on 4th floor, Methodist Complex, Chirag Ali Lane, Abids, Hyderabad. You had approached them for taking the above offices on lease and after due negotiations you had entered in to Lease Agreement dated 18.11.2009 and General Amenities Agreement dated 18.11.2009 wherein you have agreed to pay Rs.12,000/- towards rent, Rs.12,000/- towards amenities respectively aggregating to Rs. 24,000/- per month and you paid an amount of Rs.1,20,000/- as security deposit. Further you have agreed for enhancement of 5% on the existing rent and general amenities every year.
2. You have agreed to pay the rent and amenities on or before 7th of every month. You have issued a cheque bearing No. 307052 dated 11.12.2010 for Rs.21,600/- (after deducting TDS of Rs. 2,400/-) towards rent and amenities for the month of November 2010.

3. Our client presented the Cheque No.307052 dated 11.12.2010 for Rs.21,600/- for realization through its Banker HDFC Bank, S. D. Road, Secunderabad. To its utter surprise and dismay, the above said Cheque presented for realization was returned un-paid vide Cheque Return Memo dated 21.12.2010 for the reason "Insufficient Funds".
4. You know very well that return of Cheque for the reason "Insufficient Funds" 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 there are no sufficient funds in your Account to meet the demand have issued the cheque 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.21,600/- (Rupees Twenty One Thousand Six Hundred 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