

PIN THE COURT OF THE HON'BLE ____ ADDL CHIEF
METROPOLITAN MAGISTRATE: CITY CRIMINAL COURTS,
AT: SECUNDERABAD.

C.C.NO: OF 2023

BETWEEN:

Modi Properties Pvt Limited,
Represented by its Authorised signatory,
Sachin Malve, S/o.Durgadas Malve,
Office at: 5-4-187/3&4, 2nd floor,
Soham Mansion, M.G. Road, Secunderabad.

..... Complainant

And

Sri Ramoju Sambeshwar Rao,
S/o.Rama Brahmam, Aged about 61 Years,
R/o. Flat No.201, Archana Apartments,
Begumpet, Hyderabad.

.....Accused

COMPLAINT FILED UNDER SECTION 200 OF CR.P.C

NATURE OF OFFENCE:	Section 420, 406 IPC
PLACE OF OFFENCE:	at: 5-4-187/3&4, 2 nd floor, Soham Mansion, M.G. Road, Secunderabad.
DATE OF OFFENCE:	7-08-2018, 29-03-2019, 08-08-2019, 19- 02-2020 and on all subsequent dated when the accused received amount and on 13-04-2023 when the complainant issued legal notice and on 11-05-2023 when the accused issued reply notice denying his commitment and deceitfully

 Sachin Malve

	wriggled out of the contract.
PS LIMITS	Secretariat, Hyderabad
WITNESSES	1) Sachin Malve 2) Soham Modi 3) G.Kanaka Rao 4) Burri Sitaramanjeneyulu 5) M. Malla Reddy

The Complainant submits as follows:

1. The Complainant submits that the Accused, after learning about various development projects undertaken by the Complainant in Secunderabad and Medchal, approached them with a proposal of development of the subject Schedule Property. The Accused represented to the Complainant that he has right, title and interest over the entire extent of Ac. 1-39 Guntas of the subject Schedule Property as he had acquired the said land for purposes of carrying out development in the form of construction of multi storied apartments. The Accused informed the Complainant that due to financial constraints and lack of requisite wherewithal the Accused was unable to undertake the construction and hence was on a look out for a reputed builder like Complainant. The Complainant was informed that the Accused is the owner of an extent of Ac 0-37 Gts as follows –

 Sachin Malve

DOCUMENT DATE & No.	NATURE OF DOCUMENT	EXECUTANT	CLAIMANT	EXTENT (ACRE- GUNTAS)	SURVEY No.
1952 of 2007 29.01.2007	Sale Deed	P Chandra Manikayam & 10 Others	Accused	0-29	431/2, 432/2, 433/2, 434/2
436 of 2009 03.02.2009	AGPA	Muthineni Aruna Jhasi	Accused	0-02	431/2, 432/2, 433/2, 434/2
3748 of 2009 17.11.2009	AGPA	Pallapothu Srinivas	Accused	0-02	431/2, 432/2, 433/2, 434/2
3749 of 2009 17.11.2009	AGPA	Pallapothu Kavitha	Accused	0-02	431/2, 432/2, 433/2, 434/2
2853 of 2010 15.09.2010	AGPA	Sri Sathi Adi Reddy	Accused	0-02	431/2, 432/2, 433/2, 434/2
TOTAL LAND				0-37	

Copies of the aforementioned sale deeds are filed under list of documents.

- The Complainant Submits in respect of the balance extent of Ac 1-02 Guntas, the Accused represented that, while the said extent of land is owned by others, he has entered into binding memorandum of understanding with the other owners in 2007-2009, by virtue of which, the owners have received money from the Accused and handed over their extent of land with absolute right, authority and interest to the Accused for purposes of development. The Accused shared the copies of these memorandum of

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understanding/ supplementary agreements executed between him and the other land owners. Copies of Memorandum of Understanding executed in favour of Accused are filed herewith.

3. The Complainant Submits that the Accused also assured him that he is in the process of obtaining registered power of attorney/GPA from the owners and in his name or in the name of his family members. In support of the same, the Accused provided the Complainant with two registered power of attorneys executed bearing document no. 10194 of 2018 and 10193 of 2018 dated 01.08.2018 , with respect to the land admeasuring Ac.0-04 Gts by the one of the other owners in favour of Sriramoju Ramadevi the wife of the Accused 'Copies of the registered power of attorney 10194 of 2018 and 10193 of 2018 dated 01.08.2018 executed in favour of Sriramoju Ramadevi are filed herewith.
4. The Complainant submits that upon verification of the sale deeds, AGPAs, MOUs and the power of attorney's and believing specific representation of the Accused that he would obtain registered power of attorneys/GPA from the owners of the remaining extent i.e., land admeasuring Ac.01-02 Gts, the Complainant agreed to take over the subject Scheduled Property for development either itself or through its group companies/ firms.

 Sachin Mahesh

5. The Complainant Submits that on the assurance and representations made by the Accused that he has the sole and exclusive right over the property and is entitled to enter into a development agreement, the complainant discussed and negotiated the terms of development, pursuant to which the Complainant executed a Letter of Intent (LOI) dated 07.08.2018 with the Accused. At the time of executing the LOI the Complainant was supposed to pay only Rs.10,00,000/- (Rupees Ten Lakhs only), however, Accused after execution of the LOI pressurized the Complainant to part with more monies, in absence of which the Complaint was threatened with terminating the LOI, as a result of which the Complainant paid an amount of Rs.60,00,000/- (Rupees Sixty lakhs only) to the Accused as advance.
6. The Complainant Submits that after signing the LOI and paying the advance, the Complainant along with the Accused has approached various authorities including HMDA for obtaining necessary permissions and approvals with respect to the development of the property.
7. The Complainant submits that, he entered into the LOI in August 2018, and began inspecting the property and delineating the site to begin development work, the global pandemic occurred and

 Sachin Mahra

stalled the project, resulting in slow progress for a span of three-years. As soon as the Covid restrictions were lifted, the Complainant began submitting detailed plans, layouts for the HMDA applications which were duly signed by the Accused. During this time the Complainant called upon the Accused on multiple occasions to come forward to execute a definitive detailed Joint Development Agreement, however, the Accused delayed the same on some or the other pretext.

8. Thereafter to the utter surprise of the Complainant one Mr.Venugopal Reddy (Contact No.9177295539), as a representative of the other owners, reached out to the Complainant stating that they have a proposal of development of the property from M/s. Symantaka Infra Bachupalli. The Complainant immediately approached the Accused raising its concerns, but the Accused with utter dishonest intent to deceive the Complainant, stated that nothing of this sort could happen. The Complainant once again believed the Accused and continued with the work in full confidence.
9. The Complainant states that subsequently, in March 2023 the Complainant through third parties got to know that other developers have been visiting the Property and were negotiating terms of development.

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10. The Complainant then approached the Accused and confronted him about this situation and that's when the Accused stated that he has better offers and wants to renegotiate the terms of the LOI.
11. It is submitted that, the complainant at this stage, left with no other option, issued a legal notice dated 13.04.2023 calling upon the Accused to execute the Joint Development Agreement, in spite of which, the Accused has not come forward to execute the Development Agreement.
12. It is submitted that the Accused has got issued a reply notice dated 11.05.2023 to the legal notice issued on behalf of the Complainant making all false statements. It is submitted that in the said reply notice the Accused states that he does not represent the other 23 owners of the property, he does not hold any GPA on their behalf and he also states that he never represented to the Complainant that he is holding a GPA and authorized to represent the 23 owners. He further stated in the reply notice that he has obtained AGPA in his favour in respect of entire extent of Ac.1-39 guntas but subsequently executed sale deed in the capacity of GPA in favour of 23 persons in respect of AC.1-10 guntas and another sale deed in favour of himself in respect of Ac.0-29 guntas. He further states that a Letter of Intent(LOI) was issued by him on the basis of broad terms and conditions of Development and that it is

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not a definitive agreement. He further states that the Complainant had promised him that the Complainant would be approaching other 23 persons who are the owners of the property and negotiating with them and finalizing the terms with them. He further states that the filing of applications by the Complainant before the authorities for construction permission is unilateral and he has nothing to do with it. He further states that amounts spent by the Complainant are at the risk of the Complainant and he has nothing to do with the same. He further states that the Letter of Intent(LOI) executed by him does not confer any right on the Complainant.

13. The Complainant submits that a perusal of the Letter of Intent(LOI) which is counter signed in agreement and confirmed and the said terms and conditions would clearly show that the Accused herein has signed the document for himself and 18 others in the capacity of GPA holder. It is the representation of the Accused that he is the GPA holder of all 18 others. That being the case, his statement that he never represented before the Complainant that he is representing the other owners of the property and he never represented that h is having GPA on their behalf is totally false and blatant lye which is totally contrary to the document signed by him. Apart from that, Accused has signed various documents for

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the purpose of submitting the same to the authorities for construction permission and these documents would clearly show that the Letter of Intent(LOI) is acted upon and the Complainant has spent huge amounts in implementation on the basis of the said Letter of Intent(LIO). The act of the Accused is now resealing from the contract and denying that he has not made any assurance that the GPA of other owners having extracted Rs.60 lakhs from the Complainant towards fulfillment of the terms and conditions of the said Letter of Intent(LOI) by way of advance and having misappropriated the said amounts without paying to the other 23 owners on whose behalf he had obtained the said amounts and further not adhering to the terms and conditions of the Letter of Intent(LOI) and resealing from the same amounts to cheating and criminal breach of trust.

14. It is submitted that, on the contrary the Accused in collusion with the earlier owners is trying to assign the property to third parties. All of this makes it evident that the accused has cheated and defrauded the Complainant to extract money from the Complainant and unjustly enriched himself. The accused never had the intention to implement the terms of LOI and hence has been misleading the Complainant with false assurances and promises.

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15. The complainant submits that he trusted the Accused and based on his assurances and representations have spent about Rs.86,00,000/- till now toward the project and obtaining approvals, sanctions etc., including the money given to the Accused. Therefore, the complainant has not only been the victim of fraud, deceit but also criminal breach of trust by the accused.
16. It is submitted that the complainant has given a complaint to the P.S., Secretariat, Hyderabad on 21.07.2023 and the same is acknowledged by the concerned P.S. However, subsequently they have failed to register any FIR and closed the matter as one of civil nature. Thus the complainant is filing this complaint before this Hon'ble Court praying the Hon'ble court to take cognizance of the offences referred above and conduct trial and punish the accused in accordance with law. The complainant undertakes to produce appropriate evidence in proof of his complaint and states that the accused is liable to be punished in accordance with law.
17. Cause of Action: The cause of action had arose on 07.08.2018 when the accused had executed a letter of Intent (LOI) in favour of the Complainant and received Rs.10 lakhs vide cheque No.437201 and subsequently on 29.03.2019 when he received Rs.20 lakhs and on 08.08.2019 when he received a further sum of Rs.30 lakhs and on 19.02.2020 when he received a sum of Rs.10 lakhs and on

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further days when the Complainant invested huge amount for obtaining construction permission for this project and on 13.04.2023 when the Complainant has issued a legal notice and on 11.08.2023 when the Accused has given a false and evasive reply.

18. Jurisdiction: The complainant submits the Accused has executed Letter of Intent(LOI) dated 07.08.20218 in the office of the Complainant at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, MG Road, Secunderabad-50003 and received the cheque of Rs.10 lakhs and subsequently also received cheques from the Complainant at the Complainant's office and as such the cause of action is within the territorial jurisdiction and this Hon'ble Court is having jurisdiction to try the same.
19. The Complainant has not filed any other Criminal case for the said Offence before any other court of law against the Accused.
20. The Complainant is paying fixed court fees of Rs 10/- with this petition.

It is therefore prayed that the Hon'ble Court may be pleased to take cognizance of the offences referred above against the Accused herein and permit the Complainant to lead evidence and try the matter and punish the Accused in accordance with law in the interest of Justice.


COMPLAINANT

VERIFICATION

I, Sachin Malve, S/o.Durgadas Malve, the Complainant herein, do hereby truly and sincerely declare that whatever has been stated in the above paragraphs are true and correct to the best of my knowledge and belief and believe them to be true and correct accordingly, verified on 16th day of September, 2023 at Hyderabad.


COMPLAINANT

COUNSEL FOR COMPLAINANT

LIST OF DOCUMENTS FILED

S.NO	DATE OF DOCUMENT	DESCRIPTION OF DOCUMENT	Remarks
1	07.08.2018	Letter of Intent	
2	24.02.2020	Payment Receipts	
3		Floor's plans permission	
4	02.03.2022	HMDA Shortfall letter	
5	13.04.2023	Legal Notice	
6	11.05.2023	Reply Notice	
7		Police Complaint	
8	31.07.2023	Disposal of Complaint	
9	21.12.2006	AGPA doc.no.29081/06	
10	29.01.2007	Sale Deed no.1950/2007	
11	29.01.2007	Sale deed no.1952/07	
12	03.02.2009	AGPA 436/2009	
13	17.11.2009	AGPA 3748/2009	
14	17.11.2009	AGPA 3749/2009	
15	15.09.2010	AGPA 2853/2010	
16	01.08.2018	GPA 10193/2018	
17	01.08.2018	GPA 10194/2018	
18		Memorandum of understandings	15 doc
19			
20			
21			
22			


COMPLAINANT

IN THE COURT OF THE HON'BLE ____
ADDL CHIEF METROPOLITAN
MAGISTRATE CITY CRIMINAL
COURTS
AT: SECUNDERABAD

C.C.NO: OF 2023

BETWEEN:

Modi Properties Pvt Ltd., rep. by
Authorised signatory
.... Complainant
And

Sri Ramoju Sambeshwar Rao
...Accused

COMPLAINT FILED UNDER SECTION
200 OF CR.P.C

Filed on: 19.09.2023

Filed by

PERI VENKATA RAMANA (TS/1386/91)
PERI PRABHAKAR
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CH.AVINASH KUMAR,
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COUNSEL FOR THE COMPLAINANT

IN THE COURT OF THE HON'BLE ___ ADDITIONAL CHEIF
METROPOLITAN MAGISTRATE:
AT: SECUNDERABAD
C. C. NO. OF 2023

Between:

M/s. Modi Properties Private Limited.,

...Complainant

Sri Ramoju Sambeshwar Rao

...Accused

I/We Modi Properties Pvt Ltd Rep by its Managing Director
Soham Modi S/o Late Sri Sathish Modi, Age 52 years, R/o:
H.No.5-4-187/3&4, M.G.Road Secunderabad.
do hereby appoint and retain

Advocates

Advocate/s to appear for me/us in the above Suit/Appeal/
Petition/Case/proceedings and to conduct and prosecute or defend the
same and all proceedings that may be taken in respect of any
application for execution of any decree or order passed therein. I/We
empower my/our Advocate/s to appear in all miscellaneous
proceedings in the above suit or matter till all decrees or order are fully
satisfied, or adjusted, to compromise and obtain the return of
documents and draw any money that might be payable to me/us in the
said suit or matter and I/We do further empower my/our Advocate/s to
accept on my/our behalf service of notice of all or any appeal or petition
filed in any court or appeal Reference or Revision with regard to the said
suit or matter before disposal of the same in Honourable Court.



I certified that the executant who is well acquainted with English,
read this Vakalatnama that the contents of this Vakalatnama were read
out and explained in Urdu/Hindi/Telugu to the executant he/she/they
being unacquainted with English, who appeared perfectly to
understand the same and signed or put his/her/their name or mark in
my presence.

Identified by: _____
Executed on /09/2023

ADVOCATE

IN THE COURT OF THE HON'BLE ____
ADDL CHIEF METROPOLITAN
MAGISTRATE CITY CRIMINAL
COURTS
AT: SECUNDERABAD

C.C.NO: OF 2023

BETWEEN:
Modi Properties Pvt Ltd., rep. by
Authorised signatory
.... Complainant

And

Sri Ramoju Sambeshwar Rao
...Accused

COMPLAINT FILED UNDER
SECTION 200 OF CR.P.C

Filed on: .09.2023

Filed by

PERI VENKATA RAMANA (TS/1386/91)
PERI PRABHAKAR
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COUNSEL FOR THE COMPLAINANT