

GULAM ASGHAR H. KHAN,
B.A., LL.B.

H. No. 70/71, First Floor,
Picket, Secunderabad-500 026.

No. 26/RN/BS/01-2012

Date: _____

To :

Mr. C. BALAGOPAL,
ADVOCATE,
Door No. 1-2-278, Flat No. 103,
Suresharivillu Apartments,
Road No.11, West Marredpally,
SECUNDERABAD – 500 026.

Regd. Post with Ack. due

Ref : Your Legal Notice dated 13.01.2012 issued on behalf of your Client M/s M.C. MODI EDUCATIONAL TRUST, Represented by its Trustee Mr. Promod Modi to my Client M/s. PELICAN SERVICES, Represented by Mr. Benedict Ceaser – Reg.

REPLY NOTICE

My Client M/s Pelican Services, Represented by Mr. Benedict Ceaser received your Notice dated 13.01.2012 on 17.01.2012 personally. The same is placed before me and instructed to reply as follows :-

2. My Client states that all adverse allegations leveled against my Client by your Client are false and denied in toto.
3. In reply to un-numbered paragraph of your Notice, the contents therein are partly true and partly denied as false and baseless and it is true that my Client is tenant of your Client and obtained the portion of office space of the premises stated in the said paragraph on a monthly rent of Rs.1440/- (*exclusive of water & electricity charges*) by virtue of lease dated 01.06.2002, the said Lease is for the

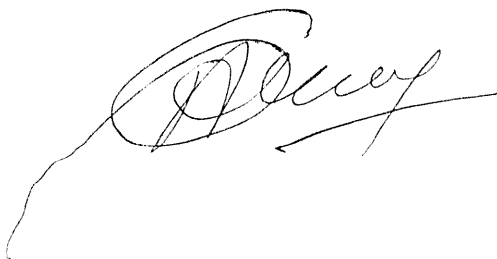
... 2/p.



period of three (3) years retrospective effect which commences from 01.07.2001, the rent for the said premises will be enhanced by 20% over the prevailing rent after the expiry of first three years as agreed by your Client and my Client as long as my Client continues in the leased premises, which has been enhanced from to time and the present quantum of rent of Rs. 2489/- from the premises under occupation of my Client and my Client is prompt is payment of rents to your Clients and also my Client paid rent for the month of December, 2011 to your Client.

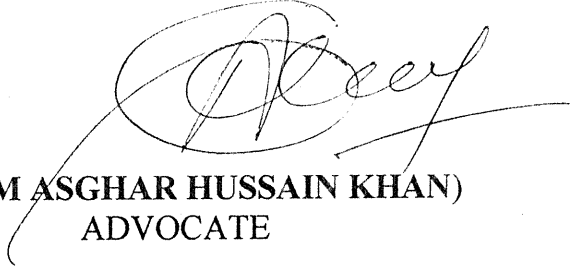
4. In reply to un-numbered paragraph No.2 of your Notice the contents therein are incorrect there it is denied as false and baseless, whereas your Client mis-guided you the real facts and got issued the said Notice to my Client. The matter in fact is that, my Client never due any payment to your Client as alleged under the said paragraph and moreover there is no covenant or agreement in respect of Service Tax for the premises under the occupation of my Client, as such the payment of alleged sum of Rs. 9967=00 does not arise. My Client further states that my Client use to pay sum of Rs. 960/- p.a. @ Rs.80/- per month proportionately towards Janitorial Expenses, Security Charges, Stand-by Plumber, Electrician, Electricity for common lighting, Electricity for Motor Pump till 2006, whereas your Client illegally and high handedly without notice to my Client demolished the Toilets used by my Client and instructed to my Client that not pay any maintenance charges till new Toilets constructed by your Client, but your Client fails to do so event as on today, the payment of alleged sum of Rs. 11,120/- towards maintenance charges does not arise. The alleged sum of Rs. 30,200/- under the Notice is prepared by your Client only on assumptions and not as per the

... 3/p.

A handwritten signature in black ink, appearing to be 'D. D. D.', is written over a horizontal line.

Agreement between your Client and my Client, as such the question of the alleged sum of Rs.30,200/- is payable by my Client does not arise. Your Client intentionally stated in the notice that my Client is irregular in payment of Rent and other charges after receiving the rent from Client up to December, 2011, whereas my Client use to pay the rents to your Client through A/c payee Cheque, which can be reflected from the statement of account of your Client's banker, whereas your Client after receiving the rents by making false and baseless allegations that my Client is irregular in paying rents, with a malafide intention to brand him as defaulter and trying to create a ground for his eviction.

Therefore in these circumstances on behalf of my Client I hereby call upon you to advice your Client as not to indulge in any false and litigation without any iota of evidence and moreover my Client is not liable to pay sum of Rs.30,200/- as falsely alleged by your Client, despite the same if your Client indulges or initiate any litigation my Client will defend the same at your Client's Cost and hold him liable for all costs and consequences arising thereof.


(GULAM ASGHAR HUSSAIN KHAN)
ADVOCATE

Copy: Spare for record.

MV Adugale
citation

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Ross Grantham Ross

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~~5-8-09~~