

C.BALAGOPAL  
C.V.Chandramouli  
ADVOCATES

Flat No.103, Suresh Harivillu Apt  
Road No.12, West Marredpally  
Secunderabad. 9985338487.

Registered Post ACK/Due

Date: 19.09.2019

To  
P.Ravikanth Reddy,  
Hotcrete Pvt Ltd,  
R/o : 2nd Floor, Pulla Reddy Building  
Punjagutta Hyderabad.

Sir,

Under instructions from our client Aedis Developers LLP Rep by its partners Mr. Dhanraj and Mr. Soham Modi office situated at 5-4-187/3&4, IInd Floor, Soham Mansion, M.G.Road Secunderabad we hereby issue you the following notice.

My clients state that you and my clients are well acquainted with each other. On 24-7-2019 You approached our client and expressed your personnel problem and requested for a hand loan of Rs.50,00,000/- ( Fifty Lakhs ) and promised to repay the said amount within a period of 45 days, the same is agreed by our clients and given you an amount of Rs.50,00,000/- ( Fifty Lakhs ) by way of Demand Draft No's "978448" "978447" "978446" "978445" "978444" dated 25-07-2019 issued through Yes bank RP Road Branch, Secunderabad.

It is also pertinent to mention here that you have transferred the amount of Rs.30,00,000/- (Thirty Lakhs ) through Yes Bank RTGS vide No.3282220190905003300071731 and the same is credited in the account of our clients. The cheque for the rest amount of Rs.20,00,000/- ( Twenty Lakhs ) issued by you have been dishonored details given below:

| Date       | Cheque no. | Bank     | Amount      |
|------------|------------|----------|-------------|
| 11-09-2019 | 833584     | Yes bank | Rs.20 lakhs |

Our client presented the said Cheque for realization through his Banker Yes Bank, SP Road Branch, Secunderabad to its utter surprise and dismay, the Cheque presented for realization were returned un-paid for the reason **"Funds Insufficient"**. vide Cheque return memo dated 13-09-2019. You know very well that the return of Cheque for the reason of "Funds Insufficient" 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 clients. 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 clients, we hereby call upon you to make the payment of Rs.20,00,000/- ( Twenty Lakhs ) to our clients within 15 days from the date of receipt of this Notice, failing which, our Clientst will be constrained to proceed against you legally for the offence committed both under civil and criminal law by initiating legal proceedings against you for recovery of the above said amount, and in that case you will be held responsible for all the costs and consequences arising there from and also to pay Rs.10,000/- towards the cost of this Notice.

C.Balagopal  
ADVOCATE

भारतीय डाक  
9417128549714 NR:92781712854  
AL HYDERABAD D.F.O. (500001)  
Counter No-5, 19/09/2019, 15:57  
To: RAVIKANTH R. PULLA REDDY BLDG  
PIN:500016, Beasampet S.O  
From: C.V. CHANDRAMOULI, ADVOCATE.,  
Wt:20gms  
Amt:20.00/Cash/PS:5.00  
<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>  
<Call 1800 266 4868>

India Post

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## Track Consignment

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\* Indicates a required field.

\* Consignment Number

RN171285697IN

[Track Consignment](#)

| Booked At        | Booked On              | Destination Pincode | Tariff | Article Type    | Delivery Location | Delivery Confirmed On |
|------------------|------------------------|---------------------|--------|-----------------|-------------------|-----------------------|
| Hyderabad G.P.O. | 19/09/2019<br>16:00:53 | 500016              | 25.00  | Registered Post | Begumpet S.O      | 23/09/2019 17:29:47   |

### Event Details For : RN171285697IN

#### Current Status : Item Delivery Confirmed

| Date       | Time     | Office            | Event                                                |
|------------|----------|-------------------|------------------------------------------------------|
| 23/09/2019 | 17:29:47 | Begumpet S.O      | Item Delivery Confirmed                              |
| 23/09/2019 | 10:59:51 | Begumpet S.O      | Out for Delivery                                     |
| 21/09/2019 | 09:45:32 | Begumpet S.O      | Item Received                                        |
| 20/09/2019 | 18:08:17 | Hyderabad CRC L1R | Item Received                                        |
| 20/09/2019 | 16:17:10 | Somajiguda S.O    | Item Dispatched                                      |
| 20/09/2019 | 14:24:06 | Somajiguda S.O    | Item Bagged                                          |
| 20/09/2019 | 14:15:54 | Somajiguda S.O    | Item Redirected to Begumpet S.O INSUFFICIENT ADDRESS |
| 19/09/2019 | 20:31:25 | Hyderabad CRC L1R | Item Received                                        |
| 19/09/2019 | 19:53:03 | Hyderabad G.P.O.  | Item Dispatched                                      |
| 19/09/2019 | 18:19:05 | Hyderabad G.P.O.  | Item Bagged                                          |
| 19/09/2019 | 16:00:53 | Hyderabad G.P.O.  | Item Booked                                          |

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भारतीय स्टेट बैंक  
State Bank Of India

(13765) - KOHINOOR BANJARA PREMIUM BANKING CENTRE  
8-2-268/4/C&D, SAGAR SOCIETY ROAD 2 BANJARA HILLS  
HYDERABAD 500034,  
Tel: 40-23541583 Fax: 23541731 IFS Code : SBIN0013765

केवल ३ महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 0 | 9 | 2 | 0 | 1 | 9 |
| D | D | M | M | Y | Y | Y | Y |

PAY Aedis Developers LLP  
रुपये RUPEES Twenty lakhs only

को या उनके आदेश पर OR ORDER

अदा करें ₹ 20,00,000/-

खा. नं.  
A/c No. 36026651786

VALID UPTO ₹ 10 LACS AT NON-HOME BRANCH

SB ACCOUNT

PREFIX:  
2109100052

YES BANK LTD  
HYDERABAD BRANCH  
SECUNDERABAD BRANCH

*[Signature]*

HAVIKANTH REDDY PADURU & SMT SRIVIDYA A G

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

⑈833584⑈ 500002159⑈ 001948⑈ 31

our cheque has been returned by the drawee bank as per details mentioned below.

Date of Return : 13-Sep-2019 Date of Presentation : 12-Sep-2019  
Cheque No : 833584 Cheque Amount : 20,00,000.00  
Return Reason : 01-Funds insufficient  
Remarks(if any) : Funds Insufficient

Drawee Bank(Returning: 500002-STATE BANK OF INDIA  
Bank)

Image

भारतीय स्टेट बैंक  
State Bank Of India

(15151) - ADVISOR BANKING PREMIUM BANKING SERVICE  
R200940000 - ADVISOR SOCIETY ROAD / BALAJI HILLS  
HYDERABAD-500002  
Tel: 66-23411363 Fax: 23411721 Web: www.sbi.co.in

DATE 11/09/2019  
DD MM YY

PAY Aedis Developers LLP को या पत्रक आदेश पर OR ORDER

रुपये RUPEES Twenty lakh only अथवा करें ₹ 20,00,000/-

36026551785  
SB ACCOUNT  
PREFID:  
2109100052

VALID UPTO ₹ 10 LACS AT NON-HOME BRANCH

YES BANK LTD.  
SECURGRADAD BRANCH  
TATIKANTH REDDY PADURU & SMT SHIVDIYA D

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

\*833584\* 5000021594 001910 31



Authorised Signatory  
YES BANK LTD.

IN THE COURT OF THE HONBLE ADDL CHEIF METROPOLITAN  
MAGISTRATE AT:SECUNDERABAD  
C.C.NO OF 2019

Between:

Aedis Developers LLP Partnership Firm  
Partner No.1: Modi Properties Pvt Ltd  
Rep by its M.D. Shri.Soham Satish Modi,  
Partner No.2 : Dhanraj Krishna.  
O/a: 5-4-187/3 & 4, 2<sup>nd</sup> Floor,  
Soham Mansion. M.G.Road, Secunderabad.  
500003.

Complainant.:

AND

P.Ravikanth Reddy  
Hotcrete Pvt Ltd, R/o: 2<sup>nd</sup> Floor,  
Pulla Reddy Building, Punjagutta,  
Hyderabad-500016.

Accused..

COMPLAINT FILED UNDER SECTION 200 OF CR.P.C.  
FOR THE OFFENCE COMMITTED U/S 138 & 142 OF N.I.ACT.

- Complainant : Aedis Developers LLP Partnership Firm  
Partner No.1: Modi Properties Pvt Ltd  
Rep by its M.D. Shri.Soham Satish Modi,  
Partner No.2 : Dhanraj Krishna.
1. Name of Accused : P.Ravikanth Reddy
2. Date time & Place of Offence :  
Cheque No.833584, dated 11/9/19 for  
Rs.20 Lakhs, drawn on SBI Bank.  
The cheque returned for the reason  
Insufficient funds on 13.9.19.  
The complainant got issued a notice  
Of demand for payment to the Accused  
Address as shown in the cause title.
3. Nature of Offence : The cheque was returned for the reason  
Insufficient funds.
4. Offence u/s : Section 138 of N.I.Act.
5. Name of the P.S. : Market Police Station Secunderabad
6. List of Witnesses : 1. Soham Satish Modi (Complainant)  
2. Dhanraj Krishna (Partner)  
3. B.Sitarmanjancyulu Liaison Manager  
4. Branch Manager SBI Bank Banjara  
Hills Branch Hyderabad.  
5. Branch Manager Yes Bank R.P.Road  
Branch, Secunderabad.

Brief facts of the case:

The Complainant submit as follows :

1. The complainant and the Accused are business friends and well acquainted with each other. Due to the said acquaintance the accused approached to the complainant office On 24-7-2019 and expressed his

personnel problem and requested the complainant for a hand loan of Rs.50,00,000/- ( Fifty Lakhs ) and promised to repay the said amount within a period of 45 days, the same is agreed by the complainant and given an amount of Rs.50,00,000/- ( Fifty Lakhs ) to the accused by way of Demand Draft No's "978448" "978447" "978446" "978445" "978444" dated 25-07-2019 issued through Yes bank RP Road Branch, Secunderabad. The Complainant Aedis Developers LLP is a partnership firm incorporated under the Limited Liability Partnership Act 2008 and representing by its partners Modi Properties Pvt Ltd rep by its MD Mr.Soham Modi and Mr.Dhanraj. The partner No.1 Mr.Soham Modi lend the above mentioned amount of Rs.50 Lakhs to the Accused from the Aedis Developers LLP account. The said transaction is in the knowledge of Second partner Mr.Dhanraj Krishna who also signed on the cheque/DD's paid to the Accused as being the partner of the LLP. The second partner is duly authorized to his first partner Mr.Soham Satish Modi to appear before all courts for any legal proceedings on his behalf and to take notices and to sign all the necessary documents pertaining to the cases related to the Aedis Developers LLP.

2. The complainant submits that on 06-09-2019 the Accused transferred the amount of Rs.30,00,000/- (Thirty Lakhs ) through Yes Bank RTGS vide No.3282220190905003300071731 and the same is credited in the account of the complainant. It is pertinent to mention here that the accused had taken a hand loan of Rs.50 lakhs out of which he has transferred Rs.30 lakhs as shown above. On 09-09-2019 at around 4.30 pm for the balance amount of Rs.20,00,000/- (Twenty Lakhs) the Accused issued a cheque bearing no.833584 dated 11-09-2019 SBI Bank and handed over to the Liaison Manager of Modi Properties Mr.Sitramanjaneyulu at the office of the Accused with a promise that it will be honour on its presentation.

3. The complainant submits that on 12-09-2019 when the complainant presented the said Cheque for realization through its Banker Yes Bank, RP Road Branch, Secunderabad to its utter surprise and dismay, the Cheque presented for realization was returned un-paid for the reason **"Funds Insufficient"**. vide Cheque return memo dated 13-09-2019.

4. The complainant submits that after dishonour of cheque the complainant informed the Accused. The Accused promised to arrange for the payment of above Cheque amount. But the Accused fail to do so.

5. The complainant submits that the dishonour of cheque for the reason insufficient funds is an offence punishable U/s 138 of Negotiable Instrument Act and also amounts to cheating punishable U/s 420 of I.P.C. The Accused issued the above cheque with dishonest intention to cause wrong full loss to the complainant. Thus the Accused committed an offence U/s 138 of Negotiable Instrument Act and under section 420 of I.P.C. and liable for punishment according to law.

6. It is respectfully submit that after repeated reminders when the accused not paid any response to the complainant thereafter the complainant through its counsel got issued a notice dated 19-09-2019 to the Accused demanding for payment of the said cheque amount within 15 days from the date of receipt of the said notice and sent through Regd. Post with Ack. Due, the Accused received the notice on 23-09-2019. but failed to reply nor arranged the payment of the cheque amount.

7. It is respectfully submitted that by his illegal and malafide action, the Accused have rendered himself liable to be prosecuted for the offence committed by him under section 138 of Negotiable Instrument Act, 1881 as amended by act 55 of 2002.

#### **CAUSE OF ACTION:**

The cause of action of the complaint arouse when the Accused issued a cheque dated 11-09-2019, on 12-09-2019 when the cheque was presented, and on 13-09-2019 when the cheque was returned as dishonored for the reason insufficient funds. On 19-09-2019 when the complainant got issued a notice, and on 23-09-2019 when the Accused received the notice but failed to reply the same and the cause of action is still subsisting.

#### **JURISDICTION:**

This Honble court has got jurisdiction to entertain this complaint since the banker of the complainant is situated within the territorial jurisdiction of this Honble court.

#### **LIMITATION :**

The criminal complaint is filing within time as prescribed under the law, the same is not barred as per the limitation act 1963.

**PRAYER:**

The complainant prays that this Honble court may be pleased to

- a) Take the cognizance of the offence punishable under section 138 of Negotiable Instrument Act.
- b) Issue summons and punish the Accused as per the law.
- c) Award the double 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 Honble court may deem fit and proper in the interest of justice.

Place: Secunderabad  
Date: 29-10-2019

COMPLAINANT

COUNSEL FOR THE COMPLAINANT

**VERIFICATION**

I Soham Modi partner for Aedis Developers LLP Aged about 55 Years, Occupation: Business, R/o Secunderabad do hereby declare that the facts mentioned above are true and correct to the best of knowledge and belief, Hence Verified.

Place: Secunderabad  
Date: 29-10-2019

COMPLAINANT

COUNSEL FOR THE COMPLAINANT

IN THE COURT OF THE HONBLE ADDL CHEIF METROPOLITAN  
MAGISTRATE AT: SECUNDERABAD

C.C.NO OF 2019

Between:

Aedis Developers LLP Partnership firm  
Partner No.1: Modi Properties Pvt Ltd  
Rep by its M.D. Shri.Soham Satish Modi,  
Partner No.2 : Dhanraj Krishna

Complainant..

AND

P.Ravikanth Reddy

Accused.:

SWORN STATEMENT

I Soham Modi partner for Aedis Developers LLP Aged about 55 Years, Occupation: Business, R/o Secunderabad do hereby solemnly affirm and state as under

I Submit that myself and the Accused are business friends as such we are well acquainted with each other. Due to the said acquaintance the accused approached at our office On 24-7-2019 and expressed his personnel problem and requested me for a hand loan of Rs.50,00,000/- ( Fifty Lakhs ) and promised to repay the said amount within a period of 45 days, the same is agreed by me and given an amount of Rs.50,00,000/- ( Fifty Lakhs ) to the accused by way of Demand Draft No's "978448" "978447" "978446" "978445" "978444" dated 25-07-2019 issued through Yes bank RP Road Branch, Secunderabad.

I Submit that Aedis Developers LLP is a Limited Liability Partnership Firm which is incorporated under the Limited Liability Partnership Act 2008 and representing by its partners Modi Properties Pvt Ltd rep by its MD Mr.Soham Modi and Mr.Dhanraj Krishna. I being the partner to the LLP lend the above mentioned amount of Rs.50 Lakhs to the Accused from the Aedis Developers LLP account. The said transaction is in the knowledge of Second partner Mr.Dhanraj Krishna who also signed on the cheque/DD's paid to the Accused as being the 2<sup>ND</sup> partner of the LLP. The second partner is duly authorized to me to appear before all courts for any legal proceedings on his behalf and to take notices and to sign all the necessary documents pertaining to the cases related to the Aedis Developers LLP.

I Submit that on 06-09-2019 the Accused transferred the amount of Rs.30,00,000/- (Thirty Lakhs ) through Yes Bank RTGS vide No.3282220190905003300071731 and the same is credited in the account of Aedis Developers LLP. It is pertinent to mention here that the accused had taken a hand loan of Rs.50 lakhs out of which he has transferred Rs.30 lakhs as shown above. On 09-09-2019 at around 4.30 pm for the balance amount of Rs.20,00,000/- ( Twenty Lakhs ) the Accused issued a cheque bearing No.833584 dated 11-09-2019 SBI Bank and handed over to the Liaison Manager of the Modi Properties Pvt Ltd Mr.Sitaramanjaneyulu at the office of the Accused with a promise that it will be honour on its presentation.

I Submit that the on 12-09-2019 when I presented the said Cheque for realization through Yes Bank, RP Road Branch, Secunderabad to its utter surprise and dismay, the Cheque presented for realization was returned un-paid for the reason **"Funds Insufficient"**. vide Cheque return memo dated 13-09-2019.

I Submit that after dishonour of cheque I informed the Accused. The Accused promised to arrange for the payment of above Cheque amount. But the Accused fail to do so.

I Submit that the dishonour of cheque for the reason insufficient funds is an offence punishable U/s 138 of Negotiable Instrument Act and also amounts to cheating punishable U/s 420 of I.P.C.The Accused issued the above cheque with dishonest intention to cause wrong full loss to the complainant. Thus the Accused committed an offence U/s 138 of Negotiable Instrument Act and under section 420 of I.P.C. and liable for punishment according to law.

I submit that thereafter I got issued a notice dated 19-09-2019 through my counsel to the Accused demanding for payment of the said cheque amount within 15 days from the date of receipt of the said notice and sent through Regd.Post with Ack.Due, the Accused received the notice on 23-09-2019. but failed to reply nor arranged the payment of the cheque amount.

I submit that by his illegal and malafide action, the Accused have rendered himself liable to be prosecuted for the offence committed by him under section 138 of Negotiable Instrument Act, 1881 as amended by act 55 of 2002.

Sworn & signed before me on

This the \_\_\_ day of Nov 2019

DEPONENT

IN THE COURT OF THE HONBLE  
ADDL CHEIF METROPOLITAN  
MAGISTRATE  
AT: SECUNDERABAD

C.C.NO      OF 2019

Between:

Aedis Developers LLP Partnership Firm  
Rep by its partner Soham Satish Modi  
Complainant..

AND

P.Ravikanth Reddy

Accused..

SWORN STATEMENT

FILED ON :    -11-2019

FILED BY :

COUNSEL FOR COMPLAINANT

NANDA KISHORE YADAV  
SUNIL KUMAR

ADVOCATES

O/a: Begum Bazar, Hyderabad..