

**By Registered AD**

Sep \_\_\_\_\_, 2018

To,

Mr. Manoj Kumar Jha,  
S/o Late Purshottam Jha,  
**Insert address**,  
India 110062

**LEGAL NOTICE**

Without Prejudice

Sir,

Under the instructions of and on behalf of our client Mr. Mohan Lal,  
S/o Shri Jagdish Mandal R/o E-100, street No-5, Jaitpur Exten Part  
2, Badarpur, Jaitpur, South Delhi, Delhi 110044 (hereinafter  
referred to as "**Our Client**"), we hereby serve upon the following  
legal notice for and on the behalf of Our Client:-

1. Our Client is a building contractor his work includes making, altering, repairing, ornamenting, finishing, cleaning, breaking up, demolishing of building by employing labours and other workers. You approached Our Client in around October 2017 for the construction of second floors at J 423 Arpan Vihar (hereinafter referred to as "**Said Plot**").
2. Second floor was agreed to be constructed vide agreement dated 29.10.2017 along with two sided walls, 6'7 tank and stairs for a sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) (hereinafter referred to as the "**Agreement**").
3. That Our Client is an uneducated man you took advantage of the same and drafted the Agreement in an ambiguous way. Thereafter on completion of construction of second floor in (**mention month year**) you extended the work of constructing further Third and Forth Floor.

4. That Our Client explained you the cost of further construction of third floor and forth floor which was acknowledged and agreed by you orally.
5. You promised to pay Our Client the cost of construction and plastering of third floor and forth floor amounting to Rs. 2,60,000/- (Rupees Two Lakhs Sixty Thousand only).
6. Total amount agreed under the Agreement and agreed orally on extension of work was Rs. 5,10,000/-(Rupees Five Lakh Ten Thousand only).
7. However, you have only paid an amount of Rs. 3,17,500/- (Rupees Three Lakhs Seventeen Thousand Only) to Our Client. An amount of Rs.1,92,500/-(Rupees One Lakh Ninety Two Thousand Five Hundred only) is still pending to be paid on your part, for the extra work done by Our Client.
8. You made Our Client to run from post to pillar to get the full and final payment with a sincere expectation of a clean and fair deal based on your representations but such a deplorable

and despicable conduct on your behalf has put a reasonable apprehension in the mind of Our Client in respect to your trustworthiness and professionalism. In fact, it would not be wrong to equate your conduct with that of a scamster, who plans to make money by defrauding others. That finally by way of this Legal Notice you are directed to Pay a Sum of Rs.1,92,500/- (Rupees One Lakh Ninety Two Thousand Five Hundred only) along with damages for mental harassment within a period of 10 days from the date of receipt of this notice failing which you shall be liable to pay 18% interest per annum for delayed payment.

9. Needless to say, Our Client has suffered huge setbacks (both financially as well as on account of mental harassment), owing to your non-performance of obligations and unethical conduct.

10. That this act of yours smacks of your malicious and dishonest intentions of indulging in unjust enrichment of

yourself by depriving Our Client of his respective legitimate rights over work done on construction of the said plot.

11. That if you do not comply by the above stated directions then the following set of actions may be taken against you including but not limited to the following:-

- I. Criminal complaint under Section 37 of The Indian Penal Code, 1860 for committing an offence;
- II. Criminal complaint under Section 120A of The Indian Penal Code, 1860 for criminal conspiracy;
- III. Criminal complaint under Section 405 of The Indian Penal Code, 1860 for criminal breach of trust;
- IV. Criminal complaint under Section 415 of The Indian Penal Code, 1860 for cheating;
- V. Criminal complaint under Section 425 of The Indian Penal Code, 1860 for mischief;

VI. Proceedings under Section 39 of the Specific Relief Act, 1963 for mandatory injunction;

VII. Proceedings for damages for causing mental trauma and distress;

VIII. Proceedings for damages for breach of contract.

Please note that this legal notice is without prejudice to any other legal rights and remedies available to Our Client. Hence in view of the same you are hereby directed directed to Pay a Sum of Rs.1,92,500/- (Rupees One Lakh Ninety Two Thousand Five Hundred only) along with damages for mental harassment within a period of 10 days from the date of receipt of this notice failing which you shall be liable to pay 18% interest per annum for delayed payment. Further nothing contained in this notice shall effect Our Client's right to initiate appropriate legal proceedings (both civil and criminal). A copy of this notice has been retained in our office for record and future necessary action.

Yours faithfully,

Advocate Amiy Mishra  
**(mention your address)**