REPLY NOTICE

To

Sri.Kodamagundla Ravi Kumar,

Flat No. 10-B, Block-B, Janapriya Apartments,

Phase-IV, Miyapur,

Hyderabad.

Sir,

Sub: Reply to your Legal Notice dated 28-07-2018

Under the instructions of my client B.V.Sai Kalyan S/o Simhachalam Battula, this reply notice is issued to you in response to your notice dated 28th July, 2018 issued on behalf of your client Kola Gurumurthy which is as follows.

At the outset my client has denied all the allegations made by your client and your client has suppressed material facts and made to issue you the present false notice upon my client and such of those allegations that are not specifically admitted by my client are hereby denied.

1. In reply to Para 1 of your notice the contents mentioned in the said para is description of your client hence required no reply.
2. In reply to Para No.2 it is true to the extent that my client and your client are classmates in B.Tech at Visakhapatnam and however the further contention of your client that my client and your client are involved in part time online businesses is absolutely false.
3. In reply to Para No.3 that the allegation of your client that on 13th May , 2018 when your client was at his home my client came in a drunken state, he entered into the house of your client by tress passing on pretext of speaking, my client abused your client in vulgar and indecent language and when your client objected, my client has declared that your client need to pay Rs.1,00,000/- and when your client and his parents asked my client for proof, my client failed to show any proof but threatened your client with dire consequences if reported to police and taken your client parents mobile number and further my client declared that he is a localite having much police and political power and can do anything and even if your client raise a complaint in police station, nobody can rescue your client and his parents and since then his is harassing your client is absolutely false and your client has created a concocted story and make you to issue present false notice which is under reply. That further allegation of your client that my client has obtained forcefully signature of your client on four promissory notes unfilled, undated (blank) and my client obtained forcefully signature of your client on 04 (Four) Rs.100/- stamp papers from your client for security purpose and declared that the same shall be returned on payment of Rs.1,00,000/- by your client to my client is absolutely false and a purported story of your client. That your client has suppressed material fact of that your client keeping in view of close friendship with my client, has approached my client in the month of September, 2017 and requested my client to advance a hand loan amount of Rs. 5,00,000/- as your client is in dire need of money to meet his obligations. Initially my client has refused to advance any hand loan amounts to your client and your client has continuously pursed with my client and insisted my client to give hand loan of Rs.5,00,000/- and assured my client that your client will repay the said hand loan amounts in Six months. That my client has made it very clear he is not having sufficient funds in his bank account and he is not in a position to advance the hand loan amounts and however your client has pursued my client to take a personal loan from the bank and he will return the said loan amount along with accumulated bank interest. Believing the version of your client is true and correct and he will honour his commitment my client has taken a bank loan Rs.4,81,134/- from ICICI Bank on 3rd October, 2017 and on the same day i.e. 3-10-2017 my client has transferred Rs.4,81,000/- from his bank A/c No. 5370430554, Citi Bank, Hyderabad to your client bank A/c No. 625501523534, ICICI Banak Mysore Branch, in two trenches i.e. 2,00,000/- and 2,81,000/-. That your client despite knowing the said facts has furnished false information to you and made you to issue present false notice which is under reply. As such the said hand loan amount of Rs. 4,81,000/- has become a legal liability payable by your client to my client. That your client has failed to honour his commitment and promise and did not return the said hand loan amount availed by him from my client and my client has requested your client to return the same and your client is dodging making payment of said legal enforceable debt on one pretext or the other. In fact your client stays at Bangalore and my client stays at Hyderabad and my client is not aware of the whereabouts of your client parents and no such incident took place on 13th May, 2018 as alleged by your client. In such circumstances the allegation of your client that my client has visited your client at his home at Visakhapatnam is absolutely false and baseless and alleged the same purportedly to create a self-styled cause of action out of it. Assuming without conceding if at all such incident took place as alleged by your client no prudent personality will wait to address it legally for more than couple of months. From the above it is understood that your client to avoid making of payment of legal enforceable debt payable by him to my client has created a false story as stated supra and falsely alleged that my client has obtained signatures on blank promissory notes and stamp papers. That your client despite knowing the material facts has suppressed the same and made you to issue the unwanted and unwarranted legal notice for the reasons best known to him.
4. In reply to Para No.4, that the contents alleged by your client in answering para is absolutely false and baseless and alleged the same to avoid making payment of legal enforceable debt payable by him to my client. That your client states that in the recent past my client have started threatening and black mailing your client with dire consequences, on phone and in person by declaring that my client would kidnap your client and his family and would do away with their lives, is a purported statement of your client and the same is absolutely false. Further, your client falsely alleged that my client also declared that he would fill the blank promissory notes with whatever amount he feels like and drag your client to road either directly or through someone else and your client has alleged the same intentionally and deceitfully to cheat my client. The further allegation of your client that my client have even started visiting your client’s home along with his henchmen and goondas and causing insult and humiliation by abusing your client in filthy language, and have declared that my client have financial power, political power and police influence and hence my client can manage and get away with whatever my client want after committing any crime, and your client could not date to initiate any legal step against my client as my client has threatened to misuse the promissory note and stamp paper of your client available with my client and if your client approaches to police is a purported and concocted story of your client. It is pertinent to mention here that your client stays at Bangalore and my client stays at Hyderabad and my client is doing a private job at Hyderabad for eking out his livelihood and he is busy with his work as such the allegation of your client that my client visited your client home and also threatening and creating nuisance at your client’s work place is absolutely false and far away from the truth. That my client has not caused any mental agony to your client and in fact your client to avoid making payment of legal enforceable debt payable by him to my client has created this filmy story on fragile grounds and that caused severe mental agony to my client and further your client has defamed my client in the known circles of your client and my client and caused damage to the reputation of my client as such my client is reserving his right to take appropriate legal action in accordance of law for the said loss and damage caused to him.
5. In reply to Para No. 5 that there is no cause of action ever aroused as alleged by your client to initiate appropriate legal proceedings against my client at appropriate time and court as my client has not committed any illegal acts, offences against your client and his family and the same is only an illusion of your client. That my client has not viewed the wrongful intention of your client well in advance and your client since inception has got a wrongful intention to cheat my client and there by induced my client to part with hand loan amount of Rs.4,81,000/- deceitfully for the purpose of making wrongful gains. As such my client is reserving his right to take appropriate legal action against your client as applicable under Civil and Criminal for realization of his amounts and also for the criminal acts and deeds committed by your client.

1. In reply to Para No. 6 that there is no cause of ever aroused your client calling upon my client to restrain himself from threatening your client with dire consequences in filthy, indecent and vulgar language, defaming and blackmailing, further my client never obtained signatures of your client on four blank promissory notes and four blank Rs. 100/- stamp papers and no such promissory notes and stamp pares are in my client possession illegally as alleged and called upon by your client and the same is illusion and self-styled statement of your client. Further, your client calling upon my client for pay a sum of Rs.4,00,000/- towards harassment, mental agony and anxiety caused to your client is only an illusion of your client and in fact your client has caused severe mental agony to my client and your client is liable to pay damages to my client and my client is reserving his realize the same legally from your client. In view of the above you may please advise your client to payback the legal enforceable debt of Rs.4,81,000/- along with accrued interest payable by him to my client and Rs. 4,00,000/- towards damages for causing mental agony within 15 days from the date of receipt of this reply notice and other wise my client reserves his right to take appropriate legal action against your client for realization of amounts under appropriate provisions of Civil and Criminal laws. Further, you may please advise your client if your client pursues with legal action the same will be resisted by my client at the cost and consequences of your client. This reply notice is given as per the facts given by my client and the undersigned advocate is under no obligation what so ever for the same.

The contents of this notice are only illustrative, indicative, but not exhaustive and any omission to mention any event, fact or claim will not amount to non-existence of such debt, event or fact, nor as waiver of any rights or claims of my client.

B.V.Sai Kalyan G.Sethu Rama Rao

Advocate