



**Goyal Fashions Pvt. Ltd.**

(Govt. of India Recognised Export House)

Goyal House, 24, Ajmer Road, Jaipur-302 006, INDIA

Phone : 91-141-2223059 -62 Fax : 91-141-2222192

E-mail : mail@goyalfashions.net

Website : www.goyalfashions.in

**Through email**

**MsApporv Air Control.**

**Date : 10<sup>th</sup> February, 2022**

**322, 2<sup>nd</sup> floor, Apex mall, Lal Kothi,**

**Tonk Road, Jaipur, 302015**

**Sub : Reply to your letter dated 28-01-2022.**

**Kind attention Mr. Vineet Gupta**

Dear Sir,

This is in reference to your letter dated 28.01.2022, which has been sent by you in reference to the discussion so held on 27.01.2022 with Shri Mukund Goyal Ji.

It is put on record that you have failed to reply the email dated 13.01.2022, hard copy of which was also sent to you through registered post whereby Contractor Agreement dated 07.04.2021 has been terminated on completion of 07 days from the date of notice, the stipulated notice period in terms of the Contractor Agreement dated 07.04.2021.

However, in the instant letter dated 28.01.2022 you have tried to inter mingle three different work(s) relating to three different properties. As per your own contention, for the all the three works, separate written contract allegedly have been executed. Therefore, all the three works cannot be adjudicated or decided together. Dispute of any project need to be resolved, decided, adjudicated or settled individually and independently on its own merit and in terms of related relevant document, if there is any.



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So far as your contention regarding the Global Buildestate Projects (P) Limited is concerned, same is baseless, as we had already clarified that we have not entered into any arrangement with the company, so named by you. Surprisingly, you are misunderstanding the same regarding the Ajabgarh project.

It is advised that kindly read whatever has been specifically written in the email, in its true context and meaning. Interpretating it, after misreading, is not going to yield any result.

It is clear from your letter that in the discussion held you could not reach to any amicable settlement, as such if both the parties to the contract are not in agreement with the reciprocal liabilities in terms of the amount what is to be paid, in the facts of the matter and in terms of the contract. Then it amounts to dispute have arisen, which is required to be settled by adopting the procedure and forum so mentioned in the agreement. It is pertinent to mention here that your claim of Rs.01,17,03,969/- towards Ajabgarh Ananta also, as claimed is denied. You will appreciate the fact that amounts mentioned under item/serial No. 4 to 15 have nothing to do with us and does not fall within the scope of Contractor Agreement under our responsibility. As such work was to be carried by you, on **"turn key basis"** for the fixed quoted amount so mentioned therein. Against which a sum of Rs. 66,70,284/- have already been paid to you. Since you failed to adhere to time line and for the reasons so mentioned in letter dated 13.01.2021 we have already terminated/ cancelled the said Contractor Agreement dated 07.04.2021, following the terms of contract giving reason and written notices of requisite period of 7 days. Your claim of **Rs. 01,17,03,969/-** in a manner so put forward not being in terms of said contract, exorbitant, concocted, baseless, false, hence is denied.





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It is wrong on your part to say that *"our loyalty and sincerity was misused repeatedly"*.

It is undisputed position that when a written document is executed between the parties in a commercial transaction, both are bound by the terms and conditions so agreed therein, and are further bound to discharge their respective obligations under the same. The defaulting party or who breaches the terms and conditions of the written agreement is bound to face the consequences of such default so made, and there is no question of use or misuse of it by other party.

Likewise, this is also wrong on your part to say that *"we were coerced to wind up Pushkarananta works"*. This is also wrong to say that *"you shall be duly compensated for the losses of Pushkar during Ajabgarh Project."*

Firstly, neither such assurance, contention or representation was made/given nor any question arises. Secondly, you failed to specify that who and when gave you such assurances and what was his authority, especially when in the Pushkar Project as against the work carried out you have already been paid in all a total sum of **Rs.39,35,426/-**. As such excess amount is already lying with you, you are bound to return back the said amount or in other words we are entitled to recover from you, then where is the question of any loss to you in Pushkar.

Had it been any loss, even if you would have carried out entire work in terms of the contract, then also it would have been termed as your business loss, for which we are not liable or cannot be held liable, as for the specified works you were entitled only for the quoted rates that too on discharging your all obligations diligently in stipulated time, as per the specifications to the satisfaction of civil engineer and us.



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All other contentions regarding loss, injury, mental anguish, grievous injury to your reputation in the market and the alleged financial loss, all are palpable false, hence are denied. Any person who is concerned for his reputation need to be sincere, sober, technically sound, capable to fulfill the commitments made in writing in stipulated period maintaining the timeline and must be committed and true to its job, profession, work. Because reputation can only be earned and created by own sincere efforts and not by committing default and have casual approach.

The reference of Vaishali Retreat repair work is of no relevance in the present letter, as it has nothing to do with the present Contractor Agreement dated 07.04.2021 and no details of alleged claimed amount has been mentioned.

So far as your Pushkar Ananta claim is concerned, *firstly*, your such claim is denied. Nothing is due and payable to you under said agreements related to Pushkar. Rather we have paid you in excess, which we are entitled to get back and just to avoid payment of excess paid you have raised this inflated and false claim.

So far as Ajabgarh matter is concerned, your claim is denied, detailed email dated 13.01.2021 has already been sent to you, inspite that you failed to remove your belongings within the stipulated period. Please ensure to remove within 3 (three) days from receipt of this reply otherwise we shall be having no option other than to charge demurrage on per day basis for unauthorisedly blocking our space at site by not removing your belongings inspite of written, as well as, verbal requests so made, time and again.

For **Goyal Fashions (P) Limited**

  
( Sanjay Goyal )  
Managing Director