***D. PRAVEEN*** *Office: No. 75, Law Chambers,*

***D. YOGESH*** *High Court,*

***S. SRIRAM*** *Chennai - 104*

***ADVOCATES*** *cell: 8056264496*

To Date: 10/10/2025

M. DEEPAN,

Advocate,

High Court,

Chennai - 104

Sir,

**Subject: Reply to Legal Notice dated 27.09.2025 regarding Cafeteria Allotment at SRM College Ramapuram Campus.**

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1. Receipt of the notice dated 27.09.2025 issued on behalf of Mr. Abdul Rahim is acknowledged without admission of any allegations, facts, or liability as alleged therein. All averments, imputations, and insinuations contrary to this reply are specifically denied.

2. The allegation that my clients induced payment of Rs. 1,00,000/- by promising a cafeteria allotment at SRM Ramapuram or Tidel Park is denied in entirety. There was no concluded contract, guarantee, or assurance by our clients regarding any allotment, and no dishonest inducement as alleged.

3. Without prejudice and strictly to clarify the factual matrix, it is admitted that a sum of Rs. 1,00,000/- was contributed by our clients in good faith towards facilitating cafeteria arrangements at SRM College Ramapuram, based on the college management’s internal process and assurances, which are matters solely within the control of the institution. This contribution does not constitute consideration for any promise or contract by our clients to secure allotment.

4. The delay in handing over the cafeteria counter/premises is entirely attributable to the college administration, which has not yet delivered physical possession despite repeated follow-ups. Our clients have approached the college authorities and have been informed that handing over will be arranged as early as possible, within an outer limit of approximately three months, subject to the institution’s schedule and approvals.

5. All allegations of misrepresentation, cheating, fraud, or collusion are false, baseless, and are expressly denied. Our clients have at all times acted bona fide on information emanating from the college management and are not privy to, nor responsible for, any internal delays or third-party actions.

6. References to FSSAI registration, OLX listings, or any third-party advertisements are irrelevant to the claim in question and do not evidence any wrongful act by our clients. Any licensing, approvals, or contractual steps are matters between the college management and concerned operators and cannot be foisted upon our clients.

7. The demand for refund of Rs. 1,00,000/- within 15 days is untenable, premature, and is rejected. As mutually understood, upon the college handing over the cafeteria counter to your client, your client shall repay Rs. 1,00,000/- to our clients, subsequent to which your client would assume full responsibility for operation, compliance, and associated costs of the counter.

8. Our clients remain open to a pragmatic and amicable resolution and request that your client coordinate with the college management to expedite the handing-over process. Any attempt to attribute institutional delays to our clients, or to initiate coercive/criminal proceedings on such basis, will be resisted. Our clients reserve the right to pursue appropriate remedies, including for defamation and harassment, if frivolous allegations persist.

9. Kindly furnish legible copies of all documents, communications, approvals, and evidence relied upon in the notice, including any alleged written assurances, agreements, receipts, or electronic communications purportedly evidencing inducement or concluded contract, failing which the notice will be treated as vexatious and devoid of particulars.

This reply is issued without prejudice to all rights and remedies in law and equity, which are expressly reserved.

Copy to : D.Yogesh

Abdul Rahim, Advocate

No.E4, Raj Bhavan,

Chennai – 600 022.