



FIRST INFORMATION REPORT

(Under section 154 and 157 Cr. P.C.)

1. District	Hyderabad	P.S	Banjarahills	Year	2020	FIR No.	672/2020	Date	14-10-2020
2. (I) Acts and Section		406,420 & 120 (B) IPC r/w 34 IPC							
3. a) Occurrence of Offence:		Day	Date			FROM		TO	
			Prior to FIR						
b) Information received at the P.S.				Date	14-10-2020	20 30 hours			
c) General Diary Reference: Entry No. 22					14-10-2020	20 30 hours			
4	Type of Information	Typed							
5	Place of Occurrence					Towards:		About	Beat No
a)	H.No:-								BC-I
b)	Place	M/s Touchstone Property Developers Pvt. Ltd,							
	Street/Village	Road No 10							
	Area/ Mandal	Banjara Hills							
	City/District	Hyderabad							
	State	TELANGANA							
C	If outside of the limits of this Police Station, then the name of the concerned Police Station					-			
	District					-			
6	Complainant /Informant:								
a)	Name		Pachipala Dora Swamy						
b)	Father's/Husband's name		P Reddeppa						
c)	Date/Year of Birth/Age		48	Years	d) Nationality	INDIAN	Ph.No	9077499999	
e)	Passport No.	-	Date of Issue		Place of Issue				
f)	Occupation								
g)	House No.								
	Street/Village	Film nagar							
	Area/Mandal	Jubilee Hills							
	City/District	Hyderabad							
	State	TELANGANA							
7	Details of known/ unknown ACCUSED/ Suspect								
	Serial No.								
	Name of the Accused Person					Mention Below			
	(i) Ms Karrthika BRM, Managing Director of M/s Karrthika Group, (ii) Mr. Sridhar Gopiseti (iii) Mr. Nuvvala sivaram Prasad, (iv) Mr. Tannery Bhimsen Rao, (v) Mr. Lala Jagruth Lal S/o Lala Mohan Santosh Lal, (vi) Mr. Ande Murali Krishna, and (vii) Mr. Lala Mohan Santosh Lal and others								
	Physical features, deformities and other details of the suspect:								
Sex	Date/Year of Birth			Build		Height (in cms)	Complexion	Identification marks	
1	2			3		4	5	6	

These fields will be entered only if complainant/Informant gives any one or more particulars about the suspect.

This will be used only for the purpose of preliminary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any comprehensive and complete data on all fields will again be prepared when any accused is arrested of previous conviction.

8	Reasons for delay in reporting by the Complainant/Informant	No delay
9	Particulars of properties stolen/ Involved	
10	Total Value of Properties Stolen/Involved	
11	Inquest Report/U.D. Case No., if Any	---
12	Contents of the Complaint/Statement of the complainant or informant	
	<p><u>IN THE COURT OF HONOURABLE III ADDL CHIEF METROPOLITAN MAGISTRATE, HYD.</u></p> <p>Honoured Sir,</p> <p>Facts of the case are that on 14-10-2020 at 20 30 hours received a complaint from Pachipala Dora Swamy, S/o. P Reddeppa, Aged: 48 years, R/o. Film nagar, Jubilee Hills, Hyderabad, which runs as follows :</p> <p>I, Pachipala Dora Swamy, S/o. P Reddeppa, Aged: 48 years, R/o. Film nagar, Jubilee Hills, Hyderabad, I am the Managing Director of M/s Touchstone Property Developers Pvt. Ltd. (the "Company") and have been involved in managing the day-to-day affairs of the company. As such I am aware of the activities of the company.</p> <p>Mr. Sridhar Gopiseti an Architect by profession and also my friend from college (JNTU Hyderabad) who is Managing Director of M/s Team One India Pvt. Ltd. approached us Around April-May, 2020, and introduced us to (i) Ms Karrthika BRM, Managing Director of M/s Karrthika Group, (ii) Mr. Nuvvala sivaram Prasad, (iii) Mr. Tannery Bhimsen Rao, (iv) Mr. Lala Jagruth Lal S/o Lala Mohan Santosh Lal, (v) Mr. Ande Murali Krishna, and (vi) Mr. Lala Mohan Santosh Lal, who is said to be working in CCLA, Telangana Revenue Department (collectively, "Facilitators"). The Facilitators claimed to be real estate agents with a wide network and good reputation in the market and proposed to offer a suitable piece of land for sale that would meet the Company's requirements. The details of the Facilitators are annexed to this complaint.</p> <p>During the course of meetings and discussions, the Facilitators induced us by stating that they are well connected and have influential political connections, and that they are capable of resolving any litigation and disputes in land related matters. They also informed us that they would leverage the Ms. Karrthika's connections in the media to settle matters without drawing any attention and market the finished project to high net worth individuals.</p> <p>After identifying our requirements, the Facilitators proposed a piece of land admeasuring Acres 52-29 Guntas falling under Survey Numbers 322, 323, 324 & 329 situated in Ameenpur Village and Mandal, Medak District, Telangana. They represented that they have a consent letter from the Part of the land and have been duly authorised by the owner(s) of the other part to negotiate, discuss and enter into agreements with us for and on behalf of the other joint-owners. All of them together met us from time to time and assured and promised us of fair and transparent dealings. Further, they informed that they conducted a comprehensive due diligence of the entire title of the land which would be shared with us after a certain amount is remitted to them as refundable security deposit.</p> <p>My Friend Mr. Sridhar assured me and promised that the transaction will go smoothly and induced us to entering into the MoU with facilitators. He also stated that Mr. Lala Mohan Santosh Lal being CCLA, Revenue Department employee the facilitators are capable in obtaining all the required permissions and NOC's from the respective government authorities from time to time using their vast experience and connections in the market, including the building permissions and sanctions from the respective authorities. They further claimed that the owner(s) of the other part of the land is in dire need of funds and would be amenable to enter into an Development Agreement based on the terms and conditions suggested by them. Therefore, the transaction among the Company, the Facilitators, and the owner(s) of the other part of the land would be facilitated on beneficial terms to us and the Facilitators.</p> <p>Similarly, as a precursor to the Development Agreement and to secure the acquiescence of</p>	

owner(s) of the other part of the land, and Mr Sridhar being college mate and know him several years we have trusted them and agreed to deposit Rs.1,00,00,000/- (Rupees One Crore only) as a refundable security deposit in favour of M/s Karrthika Group and advanced to the Facilitators. The parties further agreed that the deposit will be returned within 7days if we are not satisfied with the title/ownership or possession/ownership of the piece of land. The Facilitators also assured and promised us that since they are the part owners and they will convince owners for Rs.35,00,00,000/-(Rupees Thirty five Crores) to enter into Development Agreement which would be as a refundable security deposit.

After MoU got entered with the facilitators , Mr. Sridhar requested us for an advance of Rs.10,00,000/- (Rupees Ten Lakh only) as he was in urgent need of funds. In view of the impending development agreement with the Facilitators, we agreed to pay an amount of Rs.10,00,000/- (Rupees Ten Lakh only) together with GST of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) to him on the understanding that it would form part of his Architecture design fee if the transaction was successfully completed.

Basing on the verbal commitment of Mr. Lala Mohan Santosh Lal along with the above representations and assurances given by our close friend Mr Sridhar and the Facilitators, we entered into the Memorandum of Understanding dated 04.05.2020 (“MoU”) with the Facilitators and parted with Rs.1,00,00,000/- (Rupees One Crore only) by depositing the amount in favour of M/s Karrthika Group vide cheque no: 001642 dated 04.05.2020 drawn on Bank of Baroda Bank, Banjara Hills Branch. Mr. Lala Mohan Santosh Lal informed that since he is a government employee he cannot enter into an MoU of this nature, and therefore, he made his son Mr Lala Jagruth Lal as one of the facilitator and promised us that he would fulfill the obligations of the MoU without directly being a part of the MoU.

Initially, M/s Karrthika Group appropriated the refundable security deposit to itself when it was deposited on behalf of all the Facilitators. As the other Facilitators demanded additional money from us, we confronted M/s Karrthika Group, who released Rs.20,00,000/- (Rupees Twenty Lakh only) in favor of us. Accordingly, we transferred Rs.5,00,000/- (Rupees Five Lakh only) each in favor of the other Facilitators by way of RTGS transactions. The details of the RTGS transaction are as follows:

S. No.	Name	Date	UTR No.
1	N. Prasad	28.05.2020	Online Transfer
2	T. Bhimsen Rao	28.05.2020	HDFCR52020052881305125
3	Lala Jagruth Lal	28.05.2020	HDFCR52020052881305418
4	A.Murali Krishna	28.05.2020	HDFCR52020052881296962

Thereafter, during discussion and meeting with the alleged owner of the other part of the land, it was brought to our knowledge that Mr. Sista Ramesh & others are the absolute and sole owner/s of the entire land and no other person has any right, title or interest in the entire land. The owner also informed us that he has never authorized anyone including the Facilitators at any point of time to either enter into any agreements or receive any advance on behalf of his land. The owner was also shocked to know that the Facilitators received Rs.1,00,00,000/- (Rupees One Crore only) as advance claiming to be joint-owners of the land and also receiving the advance to pay to the owner. The owner also informed us that he never authorized or informed any person to receive or confirm that he is ready and willing to enter into any development agreement for a security deposit of Rs.35,00,00,000/- (Rupees Thirty Five Crore only). As a matter of fact, the owner informed us that he required Rs. 80,00,00,000/- (Rupees Eighty Crore) to enter into Development Agreement with any Developer. This statement given by the owner confirms that the facilitators have mislead us by giving us false commitment that they will convince owner to

agree for caution security deposit of Rs 35,00,00,000/- (Rupees Thirty Five Crore) at the time of signing Development Agreement.

We were shocked and surprised that the Facilitators in a dramatic manner scripted an elaborate plan to deceive us by making false promises and assurances. The entire proposal from its inception is wrought with fraudulent statements - of being the joint-owners and having right title and interest in the land; of having necessary permission and authority of the owner(s) to enter into agreements on their behalf; of being authorized to receive the advance on behalf of owner(s) of the other part of land; and of all other representations and warranties in the MoU. Further, they appropriated the refundable security deposit and refused to return the same to us.

When all of them were confronted with the above facts and we demanded the return of money, they threatened us of dire consequences, including defaming our name and reputation in various print and electronic media and that they would utilize their political connections to hoist false criminal cases if we continued to demand the refundable security deposit. The Facilitators with a mollified and fraudulent intention of causing wrongful loss to us and wrongful gain to themselves have knowingly suppressed the truth about the ownership of the above referred open land and induced us to execute the "MoU". As such, they all conspired to and committed the offence of cheating, fraud, criminal breach of trust and criminal intimidation. Mr. Lala Mohan Santosh Lal also threatened that he is very close to the government officials and therefore he will wipe us out of the business, harass us with false cases and none of our ventures will get any kind of government permissions.

In view of what has been stated above and considering this as a cheating, fraud, criminal breach of trust, we request you to register a complaint against the Facilitators and prosecute them for the offences referred above. Hence, I request your good selves to take appropriate action against both of them according to law.

Received on 14-10-2020 at 2030 hours:

As per the contents of above complaint, I SI K Uday register a case in Cr no 672/2020 U/s 406,420 & 120 (B) IPC r/w 34 IPC & took up the investigation.

Sd/-
(K Uday)
SI of Police,
P.S Banjara Hills,Hyd.

Enclose: Original Complaint.

	Action taken Since the above report reveals commission of offence (U/S as mentioned at Item No.2	CD file submitted to
	Rank Sub -Inspector of Police	K Uday
	To take up the investigation	
	Refused investigation/transferred to Police Station	
	On the point of jurisdiction.	
13	FIR read over to the complainant/Informant admitted to be correctly recorded and a copy given to complainant/Informant free of cost.	

14. Signature/Thumb Impression of the Complainant/Informant.

Signature of Officer in Charge of Police Station

(K Uday)
Sub-Inspector of Police,
P.S. Banjara Hills, Hyd

15. Date and time of dispatch to the court