

**E. MADHUSUDHAN RAO**  
B.Sc., LL.B.,

ADVOCATE



H. No. 2-10-1492/A  
JYOTHI NAGAR,  
KARIMNAGAR.  
Cell: 9440070774.

Date: 25-09-2025

**REPLY NOTICE**

(BY R.P.A.D)

**To**

- 1]. Kiran Kumar,  
Advocate,  
Prerana, Plot No.410,  
Road No.22, Jubilee Hills,  
Hyderabad-500033  
Mobile: 9951941655
- 2]. Mallela Harshavardhan Reddy,  
S/o. Ram Reddy,  
Occ: Business,  
R/o. H.No.9-1-34/5/20,  
Bapunagar, Lungar House,  
Hyderabad-500008, T.S.

Under my instructions and on behalf of my client Mengani Ramakrishna, S/o. Narsaiah, aged: 30 years, Occ: Business, R/o. H.No.11-66/3, Allipur, Regadimaddikunta Village of Sulthanabad Mandal of Peddapalli Dist., I am constrained to issue this reply notice to your false and frivolous Legal Notice, dated: **28-08-2025**, which is nothing but a counterblast to my client's earlier Legal Notice dated: **10-07-2025**, which you have failed to reply to or comply with. The contents of your notice are baseless, concocted, and invented only to harass my client and degrading position in the society.

At the outset, my client strongly **denies each and every allegation** made in your notice, except those specifically admitted herein.

It is reiterated that on 17-11-2024, you the addressee No.2, advanced a hand loan of **₹8,50,000/-** to my client, out of which my client has already **repaid a total of ₹8,50,000/-** (₹7,14,000/- through UPI on various dates, ₹1,26,000/- in cash, and ₹10,000/- on 02-07-2025). Thus, **no amount whatsoever is due or payable** by my client.

**Transaction Details:-**

|     |            |            |
|-----|------------|------------|
| 1.  | 10-12-2024 | 10,000/-   |
| 2.  | 10-12-2024 | 25,000/-   |
| 3.  | 10-12-2024 | 65,000/-   |
| 4.  | 11-12-2024 | 20,000/-   |
| 5.  | 13-12-2024 | 4,000/-    |
| 6.  | 15-12-2024 | 2,00,000/- |
| 7.  | 18-12-2024 | 30,000/-   |
| 8.  | 19-12-2024 | 10,000/-   |
| 9.  | 20-12-2024 | 2,000/-    |
| 10. | 21-12-2024 | 20,000/-   |
| 11. | 29-12-2024 | 2,00,000/- |
| 12. | 07-01-2025 | 98,000/-   |

You the addressee No.2, with the instigation and unlawful influence of the father of addressee No.2 (Head Constable), forcibly traced my client's mobile location, coerced him under threats, and obtained his signatures on **two false agreements dated 17-06-2025** and also compelled him to hand over **blank cheques (Nos. 000002 to 000006 of HDFC Bank, Karkhana Branch)**. These cheques were never issued voluntarily or in discharge of any legally enforceable debt.

In this background, the alleged **cheque bearing No. 000002, dated 30-07-2025 for ₹16,50,000/- drawn on IDFC First Bank, Karkhana Branch** referred to in your notice is nothing but a **misuse of one such blank cheque** obtained by you under threats and coercion. Hence, there is absolutely no legally enforceable liability against my client for the said cheque amount. Your attempt to present such a cheque and subsequently issue a false legal notice is nothing but an **abuse of process of law**.

It is denied that my client ever borrowed **₹20,00,000/-** from you or your associates, or that he ever authorized you to spend any such amount on his behalf. The entire story cooked up in your notice about "contract

work, financing, and mutual friend Mallesh” is false, frivolous, and invented for the sole purpose of creating a false liability against my client.

Your acts of issuing false agreements, threatening my client, misusing blank cheques, and filing frivolous claims clearly amount to **criminal intimidation, cheating, forgery, and abuse of authority** (particularly by the father of Addressee No.2 being a Head Constable). My client reserves his right to initiate appropriate **civil and criminal proceedings** against you the addressee No.2 regarding the misuse of official position.

Therefore, through this reply, my client once again calls upon you both:

- To **withdraw your false and frivolous legal notice** dated 28-08-2025, immediately.
- To **cancel and return the two false agreements** dated 17-06-2025.
- To **return the blank cheques** forcibly obtained from my client.
- To desist from making false allegations, threats, or defamatory statements against my client in society, business circles, or among relatives.

Failing which, my client will be constrained to initiate suitable **civil and criminal proceedings** against you the addressee No.2 before competent courts of law, and you the addressee No.2 shall be solely responsible for all costs, risks, and consequences arising there from. In which event, your client will be held responsible for the costs and consequences arises thereto. The costs of this Reply notice is fixed at Rs. 10,000/-.

  
(E. MADHUSUDHAN RAO)  
Advocate. Karimnagar

Copy to the SHO P.S. Lungerhouse, Hyderabad.