Kiran Kumar B.
Advocate

Flat No.11, Suvasini Apartments,
at Metro Piller No.C1425, Behind
Reddy's Lab Office, Leelanagar,
Ameerpet, Hyderabad, Pin – 500016

LEGAL NOTICE

By Speed Post with Acknowledgment Due & Email

Date:19.07.2026

To
M/s. P. Venkata Ramanaiah Engineers & Contractors Pvt. Ltd.
Rep. by its Managing Director Mr. P. Sreedhar, Flat No.203,
Anushka Trendz, B.N. Reddy Colony, Road No.14,
Banjara Hills, Hyderabad-500034.

Sub: Final notice calling upon the Corporate Debtor to discharge the admitted Financial Debt before initiation of Corporate Insolvency Resolution Process under Section 7 of the Insolvency and Bankruptcy Code, 2016 – Reg.

Sir,

Under instructions and on behalf of my client Sri Karanam Venkata Subbaiah, I hereby issue this Final Notice as follows:

1. My client is a reputed Class-I Contractor and Managing Partner of M/s. Sri Siva Balaji Constructions.

2. During December, 2018, you acting as the Managing Director of M/s. P. Venkata Ramanaiah Engineers & Contractors Private Limited ("PVRECPL"/"Corporate Debtor"), approached my client seeking substantial financial assistance for meeting the Company's business requirements and working capital.

3. Relying upon your representations and assurances that the amount would be repaid together with interest at 24% per annum, my client arranged and advanced an aggregate sum of Rs.71,50,000/- to the Corporate Debtor.

4. The said amount was received, appropriated and utilized by the Corporate Debtor for its business purposes.

5. The aforesaid transaction constituted a financial accommodation extended to the Corporate Debtor against consideration for the time value of money and therefore answers the description of a Financial Debt within the meaning of Section 5(8) of the Insolvency & Bankruptcy Code, 2016.

6. Subsequently, the Corporate Debtor entrusted substantial works relating to the Pipeline Distribution Network (PDN) of Goshikhurd Irrigation Project to my client's concern under Agreement dt.19.06.2019.

7. During execution of the said work, the contractual arrangement underwent restructuring and, under Memorandum of Understanding dt.26.9.2019, the balance work was entrusted to M/s.L.V. Constructions.

8. Consequent upon the restructuring of the contract, liabilities arising out of the PDN (Pipeline) work stood crystallized between my client and M/s. L.V. Constructions. The Corporate Debtor, being the principal contractor and the entity through whose R.A. Bills the payments were to be routed, actively participated in the settlement of the said liabilities.

9. In order to resolve the liabilities arising out of the said PDN work and simultaneously acknowledge and regulate the manner of repayment of the pre-existing Financial Debt due from the Corporate Debtor to my client, a further Memorandum of Understanding dt.22.06.2023 (in short 'MoU') came to be executed.

10. Under the said MoU, the First Party agreed to pay Rs.90,00,000/- to my client towards full and final settlement relating to the PDN work.

11. The said amount was agreed to be paid in 3 instalments, i.e., Rs.35,00,000/- in July, 2023; Rs.35,00,000/- in December, 2023; Rs.20,00,000/- in January, 2024, through Mr.P. Sreedhar, Managing Director of M/s. P. Venkata Ramanaiah Engineers & Contractors Pvt. Ltd., from and out of the R.A. Bills payable in respect of the said work..

12. More importantly, Clause 6 of the MoU further records that, after completion of the aforesaid payments of Rs.90,00,000/-, the EMD/Financial Assistance amount of Rs.71,50,000/- already advanced by my client shall be repaid by Mr. P. Sreedhar (PVRECPL) to my client. The said clause constitutes a clear acknowledgment of the subsisting Financial Debt owed to my client.

13. The MoU, therefore, does not create any fresh Financial Debt. It unequivocally acknowledges the pre-existing Financial Debt already due from the Corporate Debtor and merely prescribes the sequence and mechanism for discharge of the liabilities.

14. Acting upon the repayment mechanism recorded in the MoU, the Corporate Debtor made aggregate payments of Rs.25,00,000/- to my client pursuant thereto i.e., 10,00,000/-on 13.11.2023 and Rs.15,00,000/- on 16.09.2025. The Corporate Debtor thereby accepted and partly performed the repayment mechanism contemplated under the MoU.

15. The aforesaid payments constitute clear acknowledgment of the liabilities recorded in the MoU and unequivocally establish that the Corporate Debtor accepted and acted upon repayment arrangement.

16. Despite repeated assurances, the Corporate Debtor failed to honour the agreed payment schedule.

17. The payments agreed under the MoU became due not later than 31.01.2024. Consequently, the obligation to repay the Financial Debt of Rs.71,50,000/- also became immediately due and payable.

18. The Corporate Debtor has committed default from 01.02.2024, which default continues.

19. The Corporate Debtor has, from time to time, made part-payments towards the admitted liabilities, each of which constitutes an acknowledgment of liability and gives rise to a fresh period of limitation under Sections 18 and 19 of the Limitation Act, 1963.

20. The Financial Debt remains wholly unpaid except to the extent of the part-payments made by the Corporate Debtor.

21. The existence of the Financial Debt and the occurrence of default are evidenced by (a) banking transactions evidencing disbursement of Rs.71,50,000/-; (b) receipt and utilization of the amount by the Corporate Debtor; (c) repeated acknowledgments; (d) the MoU dt.22.06.2023; (e) the subsequent payments made by the Corporate Debtor; (f) retention of the securities until full payment; (g) the continuing default and the refusal of the recovery notice dt.11.6.2026 without raising any dispute regarding the debt or default.

22. A detailed legal notice dt.11.6.2026, demanding payment of the admitted liabilities, was duly dispatched to the Corporate Debtor and its Managing Director by Speed Post. The notices addressed to M/s.L.V. Constructions and its Proprietor, Mr.Lagumsani Venkateswarlu, were duly received and acknowledged. However, on 13.6.2026, Mr.Tadepalli Ramesh, who identified himself as a person working in the office of the Corporate Debtor, contacted the Advocate who sent the notice dt.11.06.2026 over telephone and enquired about the legal notice. During the said conversation, it was confirmed that the notice had been issued on behalf of Sri Karanam Venkata Subbaiah. Thereafter, on the very same day, the Corporate Debtor and its Managing Director deliberately refused to accept delivery of the notice, which was consequently returned with the postal endorsement "Refused." Despite having full knowledge of the demand and the claims made therein, the Corporate Debtor neither accepted the notice nor sent any reply disputing the Financial Debt, the acknowledgments of liability or the occurrence of default. Such deliberate refusal constitutes valid service in law and is a significant circumstance demonstrating that the Corporate Debtor had full knowledge of the demand but consciously chose not to controvert the debt or the default.

23. Even thereafter, the Corporate Debtor has never disputed the advancement of Rs.71,50,000/-, the receipt and utilization of the said amount, the part-payments made pursuant to the MoU, or the subsisting liability to repay the Financial Debt. The continued silence of the Corporate Debtor, despite repeated demands, is a significant circumstance corroborating the existence of the Financial Debt and the continuing default.

24. My client is, therefore, a Financial Creditor within the meaning of Section 5(7) of the Insolvency and Bankruptcy Code, 2016, and the Corporate Debtor is liable to be proceeded against under Section 7 of the Code.

25. Accordingly, you are hereby called upon to pay the entire admitted Financial Debt together with the contractual interest accrued thereon within 10 (Ten) days from the date of receipt of this notice.

26. The Financial Debt is well in excess of the minimum threshold prescribed under Section 4 of the Insolvency and Bankruptcy Code, 2016. The Corporate Debtor has committed a continuing default, thereby entitling my client to invoke the jurisdiction of the Hon'ble National Company Law Tribunal under Section 7 of the Code.

27. Take notice that, upon your failure to discharge the aforesaid admitted Financial Debt within the stipulated time, my client shall initiate proceedings under Section 7 of the Insolvency and Bankruptcy Code, 2016 before the Hon'ble National Company Law Tribunal for commencement of the Corporate Insolvency Resolution Process against the Corporate Debtor.

28. Upon admission of such proceedings, all consequences contemplated under the Insolvency and Bankruptcy Code, 2016, including declaration of moratorium, appointment of an Interim Resolution Professional, suspension of the powers of the Board of Directors and conduct of CIRP in accordance with law shall follow.

29. This notice is issued without prejudice to the recovery notice dt.11.06.2026 and without prejudice to all other civil, commercial, criminal and statutory remedies available to my client. The issuance of this notice shall not be construed as abandonment, novation, waiver or election of remedies in respect of any other liabilities referred to in the recovery notice dt.11.06.2026.

Yours faithfully,

(Kiran Kumar B)
Advocate