

SUBHASH CHANDRAN K.R.

Advocate
Supreme Court of India

Dated: 09.05.2023

LEGAL NOTICE SPEED POST, E-MAIL & COURIER

1. Mr. V.D. Satheesan, MLA
Hon'ble Opposition Leader
Kerala Legislative Assembly
Thiruvananthapuram, Kerala.
2. Mr. Ramesh Chennithala, MLA
Hon'ble Ex-Minister to Government of Kerala
Thiruvananthapuram, Kerala.
3. Asianet News Media & Entertainment Pvt. Ltd.
TC/26/621, (1 to 13 Nos.)
Secretariat Ward, Opposite Kerala Fire & Rescue Services Headquarters,
Housing Board Junction, Thiruvananthapuram,
Keral-695001.
4. Manorama News,
MMTV Ltd. Near Aroor Toll Gate,
NH Bypass Road, Aroor (Post)
Alappuzha, Kerala-688534.

Sir(s),

Under instructions from and on behalf of my client M/s. SRIT India Private Ltd, SRIT House, #113/1B, ITPL Main Road, Brookfield, Bangalore-60037, Karnataka, India, I do hereby serve you with the following legal notice:-

1. That my client SRIT India Private Ltd is headquartered in Bangalore, Karnataka. The Company is 24 years old, employing more than 1000 employees. SRIT is currently executing projects worth INR. 2100 crores across 19 States in India and 18 overseas countries. My Client SRIT has successfully delivered about 170 Technology projects, E-Governance and ICT projects for various organizations, both Government and private sector for telecom service providers, other Government verticals, Healthcare

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Providers and Payors including but not limited to software and firmware solutions to Govts and industries.

2. That my client SRIT has been assessed, rated at CMMI Level 5 for software development processes, Certified for ISO 27001 for Information Security, ISO 20000 for Network & Infra Management for E-Governance & E-Health, ISO 14000 for environmental sciences, ISO 9001 for Administrative processes. SRIT has also been assessed for Corporate Governance Standards and rated 4.2 on a scale of 5. My Client has gained good reputation with most of the Government Departments for delivering every single ICT project it undertakes within the committed timelines without compromising the quality of the deliverables.
3. That my client SRIT has participated in a public tender (RFP) published by Keltron and got technically qualified based on technical qualification criteria specified in the tender (RFP) for "SAFE KERALA" Project. SRIT quoted the lowest price in the tender RFP, hence the contract got awarded to SRIT as per the RFP tender conditions.
4. That recently business partners, friends and well-wishers of SRIT India Private Ltd informed my client that they are shocked to see news in various print and electronic media widely circulated that you noticee(s) deliberately and recklessly made false and defamatory allegations against my client with the intention and knowledge of harming my client's reputation with the knowledge that the same are false and lowering image in the eyes of the public.
5. That the wild and concocted allegations made by you Noticee(s) are completely defamatory, scandalous and have maligned the image of my client. That Noticee No. 1 i.e. Mr. V.D. Satheesan MLA has conducted press conferences on 24th , 25th , 26th & 27th of April, 2023, 2nd , 3rd, 4th & 6th of May, 2023

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at various locations and noticee No.2 i.e. Mr. Ramesh Chennithala MLA has conducted press meets on 23rd, 27th & 29th of April 2023, 2nd, 3rd & 4th May of 2023 in various places and noticee(s) No.1 & 2 made wild and concocted allegations against my client regarding "SAFE KERALA" Project. That Noticee(s) No.3 & 4 i.e. Asianet News and Manorama News has also continuously aired false, frivolous and concocted news against my client in the last two weeks. The Noticee(s) have made public statements and posts on various social media platforms including but not limited to Facebook, YouTube, Twitter etc. That all such false, frivolous and scandalous statements / news made by you Noticee(s) has tarnished my client's long-standing reputation and image in the society internationally.

6. That under instructions from my client, the tender process of "SAFE KERALA" Project is explained hereunder for your understanding:

- KELTRON floated a Tender (public RFP) No. KSED/0041/20-21 for the Supply of different electronics modules, AIC modules, ANPRC modules, Vehicles for mobile enforcement system, Supply Installation and commissioning of CCR, DCRs, field installation including street furniture, and software Licenses on a 5-year BOOT (Build-Own-Operate-Transfer) model, provide 5-year warranty, onsite monitoring, maintenance and field-level technical support.
- My client SRIT India Private Ltd participated in this tender. Three other companies also participated in this RFP Tender – one each from Gujarat, Maharashtra and Hyderabad.
- Based on competitive tender process, my client SRIT India Private Limited (SRIT) was selected as the successful agency for executing the contract for a total contract value of Rs. 128 Crore + GST@18%. As per the award condition, on executing the contract, SRIT has had to submit a

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security deposit of Rs.6 crores with KELTRON. Accordingly, a service level agreement was executed between my client SRIT and Keltron on 1-10-2020 subject to the terms and conditions contained therein.

- The project was mainly intended to supply the modules for the production of Traffic Enforcement Systems, Vehicles for MSVDS, Supply and installation of one Central Control Room and 12 District Control Rooms with IT infrastructure and Non-IT infrastructure, installation of Traffic Enforcement Systems, Software and commissioning including deploying engineering team for field support for 5 years. The scope covers onsite comprehensive maintenance warranty support of all the supplied systems for a period of 5 years.
- As per the said contract and scope of work, my client SRIT was required to invest upfront and complete the supply, installation and commissioning, all in accordance with the stringent technical specifications laid by the MVD and Keltron. My client SRIT was required to invest all the monies required for procurement, integration, implementation, testing, commissioning, and maintaining of the project and, after commissioning the project and making operational of all 726 sites state-wide, KELTRON will start paying SRIT in quarterly installments over a period of 5 years (now extended to 7 years due to the project's delayed launch)
- In the case of "SAFE KERALA" project, when my client SRIT won the project, Kerala-based Presadio Technologies Pvt Ltd approached my client SRIT offering to partner with my client to do all required investment and deliver the project in collaboration with a Calicut-based company namely Al-Hind Group. Since Presadio was already a technically qualified and empaneled vendor partner of my client SRIT,

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since both were Kerala-based companies with deep knowledge of Kerala terrain and complexities for work execution, my client SRIT signed a tripartite agreement with Presadio & Al-Hind.

- That within a short period, Al-Hind withdrew from the said project due to technical reasons (perhaps, due to the outbreak of COVID pandemic). They therefore decided to call-off the tripartite agreement.
- Soon thereafter, Presadio introduced “LyteMaster” in lieu of Al-Hind. My client SRIT signed the tripartite agreement making Presadio & LyteMaster as my client’s joint-project-execution partners. Purchase Order/Letter of Intent (LOI) was given to both Presadio and LyteMaster in order to ensure their collective responsibility towards delivery of the project under technology management & project management by my client SRIT.
- Even after 6 weeks from the date of the tripartite agreement, the above-said two companies failed to furnish proof of fund-availability in order to procure the various electronics, semi-conductor supplies, and all other procurement in order to fulfil their commitments as per the divided scope. However, my client noticed Presadio as having started working on the construction of the Central Control Rooms and District Control Rooms. Due to the unacceptable delay in furnishing proof of fund-availability, my client SRIT cancelled the tripartite agreement, LOI/purchase order with LyteMaster and Presadio.
- Subsequently, my client SRIT by themselves took charge of the project delivery by on boarding tried-tested-proven ECentric Digital Ltd(Brand: Quantela) as its Project-Specific-Investment and Joint-Project-Execution Partner. Since Presadio had begun showing progress in so far as construction of the control room works were concerned, and

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Presadio was already my client's qualified and empaneled vendor partner for project(s) other than SAFE Kerala, my client SRIT decided to proceed with Presadio by appointing them as a subcontractor to construct the Control Rooms for SAFE Kerala. In so far as the rest of the works were concerned, my client SRIT executed them all with the help of the various foreign and national OEMs and subject-matter-specialist implementing partners.

- During this project execution period, my client SRIT faced enormous challenges due to Covid-19, and the resultant global short-supply of semiconductor and other electronics components. Despite all the hurdles and adverse conditions, my client SRIT went ahead and brought-in investments for this project execution and completed the project ahead of time in March 2022. Thereafter, my client SRIT kept waiting for more than a year for the project to be declared "GO-LIVE".
 - Soon after my client SRIT completed the construction and furnishing of the Control Rooms, the MVD officials started using the Control Rooms. My client SRIT has also been maintaining the state-wide traffic enforcement cameras from March 2022 onwards. My client SRIT invested all required monies for this project from October-November-December 2020, and all the way up to April 2023. My client SRIT continues to wait for the quarterly instalment payment to begin, in accordance with the agreement.
7. That you the Noticee(s) has made a false allegation that the camera prices are exorbitant. My client SRIT has implemented more than 726 poles with all other infrastructure to install camera, 500 systems state-wide, constructed and furnished 12 control rooms with necessary electronic devices and one central control room to accommodate more than 500 officials, including 5 year

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maintenance for 128cr + GST and, that too, payable in 5 years after GO-LIVE declaration. Furthermore, these are just not ordinary cameras. These are high-speed enforcement cameras with very stringent technical & technology specs, all evolved around Artificial Intelligence. In addition to cameras, the work scope included setting up the IT and non-IT infrastructure including but not limited to constructing and furnishing Master Control Room and 12 District Control Rooms. It is pertinent to mention the following two examples of similar installations:

It is pertinent to state that, in the year 2012, during the UDF government's tenure, order was reportedly placed for a total of 100 surveillance cameras for Rs 40.31 crore to detect speed violations. The government contracted to pay the amount in 12-months period. The camera had a three-year warranty, The agreement was under BOOT (build-own-operate model). The average cost per camera was 40.31 lakhs. If we use the same rate for installing 726 cameras, the cost should have been INR.293 crores for supply and 3 years maintenance. Whereas, the Safe Kerala project with 726 camera systems and several non-electronics works like construction and furnishing all district control rooms, master control rooms, computing systems, and 5-year maintenance is only INR.232 crores. Furthermore, the government is paying the amount only in 5 years (actually 7 years because of the projects' delayed launch).

Read more of the UDF Govt's above-said camera procurement at:
<https://english.mathrubhumi.com/news/kerala/cpm-uses-2012-surveillance-camera-project-to-expose-opposition-udf-1.8535886>.

Also see enclosed the extracts of work order.

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H6(C)-94880/2012
Police Head Quarters,
Kerala,
Thiruvananthapuram
Dated: 26.10.2012
WORK Order

Scope of work
1. In Go (Rt) No. 2744/2012/Home Dated 14.02.2012, Government had accorded sanction to implement the project of installing Speed Detection Camera System in phased manner in areas where accidents are very frequent and to install 100 Camera Systems in the first phase and the work is entrusted with M/s. Keltron. Government have further directed to implement the same system in the other roads after analyzing the result of the first phase.
2. Hence it is decided to install 100 nos. of Speed Detection Camera System in the first phase at an approved outlay of Rs. 40,31,02,847/- (Rupees Forty Crores Thirty One Lakhs Two Thousand Eight Hundred and Forty Seven Only) by M/s. Keltron, TVPM by repaying the cost within a period of 12 or 13 months on a guaranteed monthly repayment basis from the fine collected from the offences detected by the cameras. The following road stretches as detailed below are selected for the first phase implementation and the installation should be completed within 7-10 days and the location should be as frequent accident prone roads.
1. Kovalam, Kollam (NH)
2. Changanassery, Changanassery (SH)
3. Kuthuvilangal, Changanassery (SH)
4. Kappal, Changanassery (SH)

Typed Copy of above mentioned Work Order is reproduced hereunder:

H6(C)-94880/2012
Police Headquarters,
Kerala
Thiruvananthapuram
Dated: 26.10.2012

WORK ORDER

Scope of Work

- 1.1 In Go (Rt) No. 2744/2012/Home Dated 14.02.2012, Government had accorded sanction to implement the project of installing Speed Detection Camera System in phased manner in areas where accidents are very frequent and to install 100 Camera System in the first phase and the work is entrusted with M/s. Keltron, Government have further directed to implement the same system in the other roads after analyzing the result of the first phase.
- 1.2 Hence it is decided to install 100 nos. of Speed Detection camera system in the first phase at an approved outlay of Rs. 40,31,02,847/- (Rupees Forty Crores Thirty One Lakhs Two Thousand Eight Hundred and Forty Seven Only) by M/s. Keltron, TVPM by repaying the cost within a period of 12 or 13 months on a guaranteed monthly repayment basis from the fine collected from the offences detected by the cameras. The following road stretches as



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detailed below are selected for the first phase implementation and the installation should be in each 7 kilo meters and the location should be at frequent accident prone areas.

1. *Kovalam – Kottiyam (NH)*
2. *Venjaranmoodu – Chengannoor (SH)*
3. *Sakthikulangara – Ambalapuzha (NH)*
4. *Alappuzha – Changanassery (KSPTA)*

The Maharashtra State Road Development Corporation (MSRDC) has decided to set up some 250 high-end CCCTV cameras on the Pune-Mumbai expressway. The project value is INR.120 crores. Average Cost/camera is 48 lakhs.

For more information, <https://www.timesnownews.com/pune/article/250-cameras-to-be-installed-on-pune-mumbai-expressway-to-issue-instant-challans/816096>

8. That Noticee(s) have also made certain false statements such as total project implementation cost is only Rs.75 crores and the Contractor is receiving Rs. 151 crores. In fact, Safe Kerala is modeled around Build, Maintain and Transfer (BMT). Here the contractor will have to invest upfront, and customer will only make payments in 5 years (actually 7 years due to the project's delayed launch) after the project is fully operational state-wide. The very first quarterly instalment starts coming-in only 4 months after the project is completed, commissioned, and made operational whereas, in actual effect, my client started investing into the project as early as October 2020. It is pertinent to note that, in addition to making all the investment for the project's procurement of electronics, non- electronics, constructing state-wide control centers, as per the statutory rules, my client SRIT has had to pay GST for the full project value during the financial year-ending March 2021 and March 2022. Total GST cost (18%) paid for SAFE KERALA Project is

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approximately Rs. 23 crores. In addition to the above, at the time of signing the contract on 1st October 2020, my client SRIT has had to pay INR.6 crore as performance security. Hence, the total investment required is approx. INR 100 crores. Interest @ 12% for this projects' investment, even on a diminishing value basis, the interest alone will be more than Rs. 44 crores. Hence, in actual effect, project profit will be less than 10% and, this too, receivable over a period of 7 years from the dates of investment. The above calculation is based on the assumption that the project goes live immediately after completion. Though the said project got completed and handed over in March 2022, the project got launched only on 20th April 2023, after a delay of 13 months. If my client SRIT adds the interest costs and maintenance cost for the last 13 months, whatever profit was envisaged also got eroded. Knowing all these facts, you Noticee(s) misled the public that my client SRIT is charging Rs. 151 crores against a project cost of Rs. 75 crores.

9. That you Noticee(s) have also been falsely alleging that the project was given to my client SRIT despite my client SRIT not having technical capability. It is pertinent to mention that Keltron did a technical evaluation and only because my client SRIT got technically qualified and quoted the lowest price, the work was awarded to my client SRIT. My client SRIT has delivered more than 170 technology projects across 18 countries in the last 24 years.
10. That you Noticee(s) have also made a false allegation that my client SRIT is receiving money without doing any work. That you Noticee(s) were and are fully aware that my client SRIT has not received a single rupee. On the contrary, as per the Strategic Framework Agreement, the entire technology execution and supervision responsibility was and is with my client. My

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client SRIT's funding partner placed orders on all the OEMs & Vendor subcontractors as approved by my client SRIT and made direct payments to them based on work completion certificate provided by my client SRIT. The entire responsibility for technology management, project delivery, testing, commissioning and getting customer approval is with my client SRIT. It is clearly defined in the said agreement that 6% of the total revenue shall be given to my client SRIT to meet the project Management Office (PMO) expenses during the execution period and 5 years of maintenance period.

11. That you Noticee(s) have also made another false allegations on the matter of subcontracts in "SAFE KERALA" Project. It is pertinent to mention that subcontracts are indeed permitted in the RFP Tender. Clause regarding subcontracting has been extracted from the tender and reproduced hereunder for your information.

26. Subcontracting:

1. The bidder in its technical document shall provide the list of services planned to be subcontracted. The subcontractor shall not be entertained for core activities like data security, data integrity, configuration of the equipment and the facility management. The bidder should give the list of subcontracting companies name and other details if any. Keltron reserves the right to approve or disapprove.

In this project, however, it is majorly about procurement of various OEM components (from the companies likes HP, Checkpoint, Hykon, Trois, Acer, Havel, Honeywell, Schneider and procurement of services. In my client SRIT's response to Keltron's RFP Tender, my client SRIT specified the list of OEM / Vendors from whom the devices and software will be procured. Post award, my client SRIT notified the name(s) of its Strategic Project Funding Partner to Keltron). Since this is a turnkey project, there were civil construction works to build 12 control rooms and 1 No central control

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room with furnishing works. As my client SRIT is a technology and ICT Systems Integration company, my client had to necessarily select a competent civil engineering company for the civil and furnishing works as well as an AI-based technology implementer.

12. That since this is a Build-Maintain-Transfer project, where the contractor has to invest entire expenses in advance and the client is able to pay the contractor only in 20 quarterly installments over a period of 5 years and that too, starting from the 4th month after the project gets launched, large amounts of investments and human effort were required. As this project involved newest of technologies, since this project is executed in a Build-Maintain-Transfer mode (modeled around Keltron's BOOT), the banks were not approving the projects' funding.
13. My client SRIT selected an investor company which has the financial capacity to invest in this annuity project towards procurement of IT Systems, electronics components & non-electronics including procurement of all civil construction services. A Strategic (Procurement) Services Framework Agreement got signed with this company. As per this agreement, the procurement partner's responsibility is limited to appointing those OEMs/vendors/subcontractors selected by my client SRIT (prior to or after participating the RFP tender) and making payments as per certification of work completions by my client SRIT. Systems Integration, Technology Management & Program Management (PMO) are my client SRIT's prime responsibility. My client SRIT's procurement partner's responsibility was to place orders on the various agencies selected by my client SRIT. Kindly see the relevant clauses from the Strategic (Procurement) Services Framework Agreement.

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15. SUPERVISION OF THE APPROVED VENDORS AND KELTRON DEDUCTIONS

- 15.1. It is expressly agreed between the Parties that while Quantela will be entering into the Approved Vendor Agreements and appointing the Approved Vendors, Quantela shall in no manner whatsoever be liable to SRIT, towards the performance of the Approved Vendors or towards any acts and/or omissions on part of the Approved Vendors.
- 15.2. SRIT additionally agrees that the payment of the SRIT PMO Payment is sufficient consideration towards SRIT's supervision of the Approved Vendors and hence in the event there is any delay under the Keltron Documents, due to any reason whatsoever (*whether on account of the Approved Vendors or not-meeting the SLA's or otherwise*), which results in Keltron imposing any penalties, interest, charges, liquidated damages and/or deductions (*including but not limited to the SLA Deductions*) under the Keltron Documents ("**Keltron Deductions**"), then the said Keltron Deductions shall be reduced from the SRIT PMO Payment.

My client SRIT had indeed informed Keltron about this Strategic (Procurement) Services Framework Agreement and based on their approval, SRIT engaged the Procurement Partner who, in turn, placed orders on all OEMs & Service Vendors. Hence there is no violation of rules.

14. That in my client SRIT's response to Keltron's RFP Tender, SRIT had listed out names of those OEMs and Vendors from whom SRIT would be procuring various components and services. The construction company Presadio is one of SRIT's pre-qualified & empaneled vendor. The said Company was already engaged by my client SRIT to deliver more than 370 constructed sites to my client SRIT. Incidentally, the said Company's work value for this SAFE KERALA project is less than 10% of the total value to build and furnish the central control room and all the district control rooms.
15. That since this is a Technology and System Integration project requiring procurement of several electronic & non-electronic components, names of OEM Vendors essential for the project were shared with Keltron right at the time of SRIT's RFP Tender's response, and at the time of contract and post contract, the names of subcontract vendors were provided to KELTRON and nothing was hidden.
16. That Keltron published in their RFP the commercial qualifying conditions and technical qualifying conditions. My client SRIT got selected as my

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client SRIT is fully qualified commercially, technically & technologically. Furthermore, my client SRIT quoted the lowest price. My client SRIT proved its technical capability by executing the project before time even under adverse conditions of Covid pandemic. For 24 years now, my client SRIT has been a technology-focused company with enterprise application integration skill-sets. More than 170 technology projects has been delivered. List of technology projects of my client SRIT delivering to almost all States in India and 18 overseas countries are attached herewith. R&D in Artificial Intelligence (AI) and Machine Learning (ML) takes place non-stop in SRIT. "R&D at SRIT" is attached herewith for your perusal.

17. My client SRIT takes great pride to state that there has never been a single rupee corruption on this or any other projects executed by it . And this is the primary reason why my client SRIT has been working overtime to deliver high-quality projects in the State, ahead of time. As per the Strategic (Procurement) Services Framework agreement that my client SRIT signed, my client SRIT is eligible to get 6% towards Technology Management, Project Management and Systems Integration. Definition of this 6percent which equals to "Rs.9.07cr" (that will be received over a period of 7 years) in the Strategic Services Framework Agreement is reproduced hereunder.

It is pertinent to note that the above-said expenses totaling Rs. 9.07 crores are for completing the technology implementation, systems integration, monitoring and maintaining the project for 5 years (in actual effect, it has now become 7 years). My client SRIT has the complete responsibility of executing the project by technical management & technology management of the selected work execution partners. SRIT's supervisory responsibility defined in the agreement is reproduced hereunder:



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15.1. It is expressly agreed between the Parties that while Quantela will be entering into the Approved Vendor Agreements and appointing the Approved Vendors, Quantela shall in no manner whatsoever be liable to SRIT, towards the performance of the Approved Vendors or towards any acts and/or omissions on part of the Approved Vendors.

15.2. SRIT additionally agrees that the payment of the SRIT PMO Payment is sufficient consideration towards SRIT's supervision of the Approved Vendors and hence in the event there is any delay under the Keltron Documents, due to any reason whatsoever (*whether on account of the Approved Vendors or not-meeting the SLA's or otherwise*), which results in Keltron imposing any penalties, interest, charges, liquidated damages and/or deductions (*including but not limited to the SLA Deductions*) under the Keltron Documents ("**Keltron Deductions**"), then the said Keltron Deductions shall be reduced from the SRIT PMO Payment.

18. That the said Rs. 9.07 Cr. (6% of the project value) is a payment to my client SRIT to provide technology management, technical documentation, monitoring testing and approvals, systems integration, implementation management, supervision of civil constructions, and maintaining the project for 5 full years until 2028. It is pertinent to note that my client SRIT started investing into this project and implementing this state-wide project in October 2020 and the very first rupee my client SRIT expects to receive is in February 2026. This is because, the procurement funding partner's first priority is to repay the bank loans towards procurement of software technologies, electronics, non-electronics & Civil Construction Services. Meaning, SRIT's Rs. 9.07cr is expected to be received in quarterly installments, only starting February 2026. If you distribute this expense over a period of 84 months, monthly receipt is only @ 10.5 Lacs per month. This is the absolute minimal spend as SRIT needs to deploy expensive senior technical resources, project management team and system integrators and project coordinators in the field and incur all field level expenses like transportation. So, my client SRIT has taken huge risks in executing this project at such a low cost for the benefit of public at large.

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19. It has been falsely alleged by you Noticee(s) that OEM/Vendors/Delivery Contractor of my client are shell companies. My Client's Strategic Procurement Agency M/s. ECentric Digital Ltd (Brand: Quantela) is a large corporation, with its India head office in Hyderabad. M/s. Trois Infotech Pvt. Ltd based in Trivandrum Techno-park is 5 years old, employing 150+ Technologists. Government's Provident Fund and Employee State Insurance records prove this. It has delivered sufficient number of technology projects. M/s. Mediatronix based in Trivandrum is about 30 years old focused on high-speed Enforcement, Surveillance and AI-Camera Systems. M/s. Presadio Technologies Pvt. Ltd based in Calicut was already engaged to construct and deliver hundreds of POP sites for my client SRIT during the period 2019 and 2021. Presadio delivered projects much bigger than their scope in Safe Kerala. Therefore, they too are a tried-tested-proven agency. Other OEM vendors are world-renowned such as HP, Honeywell, Schneider, Checkpoint, Acer etc.
20. The Noticee(s) media houses are defaming my client SRIT based on two canceled / invalidated documents (canceled contracts of Al-hind & LyteMaser). My client SRIT has informed you that the documents you Noticee(s) are referring to are documents which were canceled and made invalid 2 years and 4 months ago and a new agreement was put in place with a brand new Procurement Funding Partner. Unfortunately, you Noticee(s) continue to air false and frivolous news against my client. Such false propaganda is affecting the business, brand value of my client and morale of thousands of employees working with it.
21. That the aforesaid defamatory, scandalous, false and reckless statements and news items have been widely published, circulated and read by public at large

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and have lowered the dignity of my client in the eyes of the public. Such scandalous, fabricated, defamatory and reckless allegations have been made by you Noticee(s) with ulterior motives and wrongful intent to malign and tarnish the image of my client.

22. That my client is also facing serious questions from other business partners including Governmental and non-governmental organizations. The credibility of my client are at stake and it is made clear that you Noticee(s) will be fully liable for the damages / loss caused to my client due to your defamatory, scandalous, false and reckless statements.
23. My client therefore call upon you Noticee to issue public apology and withdraw your defamatory statements against my client and also to publish corrigendum within seven days of receipt of this legal notice, failing which my client will be constrained to take appropriate legal action against you including prosecuting you for criminal defamation at your risk, cost and consequences.

Thanking you



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