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Z.K. Jatoi & Associates
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Dear Sir

YOUR NOTICE REPLY THEREOF DATED 27 MARCH 2007

In reply to your above mentioned notice, your client has already paid the 1st installment of Rs. 500,000 by cheques on 8th March 2007 through his partner Mr. Dhani Buksh Jatoi. The payment was to be made either collectively or individually on 10th February, as per our informal agreement for sale of Agricultural Land / Fish Farm 'Machol', situated in Sujawal, Thatta District for a sale consideration of Rs. 29,90,000/-. My notice of 6th March 2007 is self explanatory. Your client had refused to keep to his commitments and had asked me to wait for the payment without giving me a definite date or reasons behind the delay. So far so that your client, who undertook to sort out the matter to the end, showed his impotency by retracting from his commitments and suddenly decided that he no longer wishes to discuss anything at all. As the payment had been delayed by 4 weeks and there was no response from your client and his partner, I had no alternative but to send each a notice.

If anyone considers the sale of agricultural land at throwaway price, the payments to be made in six installments in 18 months, making it extremely difficult by giving me only a few hours to make an important decision of selling my agricultural land, depriving me of my full share of the land by deducting 33 acres from my total holdings and depriving me of my share of the profits for last 5 years, delaying payment of 1st installment by 4 weeks and not committing to a definite date for payment, is a fairy tale or a cock and bull story, then he /she is living in a fantasy world or is gaga and needs a complete and thorough psychiatric examination.

Your client has evaded several issues and misled you regarding a lot of matters mentioned in your letter. Your client has a very short memory and has the habit of denial, whereas he is accustomed to consuming large chunks of profit without a burp and then, after a while, is suddenly afflicted with amnesia and simply cannot remember receiving any profits.

It was in 1994 when Late Aijaz Ali Khan Jatoi, Burzin Pajnigara, Abid Jatoi and I met at Karachi Gymkhana and decided to buy around 500 acres of land for fish farming. Capital of Rs. 4.5 million was to be raised for the project by the 3 partners named above and I was only to find suitable land, construct, manage and provide fish seed for the fish farm. Abid Jatoi was later excluded from the partnership.

After purchasing the land, the partners failed to provide Rs. 2 million capital towards starting the project as had been initially agreed. In fact we started with Rs. 1000/- and everyone chipped in a little at a time, me included. As such, things did not go according to plan as we were always short of funds to run the farm. The first and second fish crops were harvested pre-maturely in 12 month's time instead of the recommended 18 months due to shortage of funds.

Late Aijaz Ali Khan Jatoi was an old friend since the 1970's and Burzin was new to me. Marhoom Aijaz used to make fun and crack jokes at Burzin and vice-versa but also sometimes reprimanded and ridiculed your client. On the other hand, Marhoom was always polite, respectful and kind towards me, so much so that he asked my help to set up 2 fish farms at his own land in Badin and to manage these as well. One of the strangest things that occurred was that Marhoom handed over all documents of our land at Sujawal including sale deeds of land exclusively in the name of your client to me for safekeeping. I did remind Marhoom Aijaz several times that he had left all the documents in my possession, but he insisted that I keep them. Marhoom Aijaz trusted me implicitly. Maybe Burzin held a grudge against me for this reason that Marhoom respected me, listened to my suggestion and was impressed by my hard work, honesty and efficiency. The fact that your client's land documents were handed to me for safekeeping, probably further enraged him and his animosity towards me grew stronger.

As per General Ledger, the first fish harvest (1 year growth period) between 27-11-96 to 26-01-97 netted us Rs. 600,000 each after all expenses. Your client duly received his share. Trial balances were submitted to both partners, who had access to all books, fish sales slips, accounts ledgers, farm expenses copy etc. Burzin was assigned to checking the books and he did this thoroughly every month. Both partners frequently visited the fish farm and also communicated and picked up their share directly from the Fish Merchant / Broker. Several reports were also presented to the partners regarding farm matters. As the fish was being sold in Thatta, Burzin picked up part of his share directly from the Fish Broker. His first visit to the fish market resulted in his clothes getting soiled, and as such, on his next visits, Burzin insisted that the fish broker meet him outside the market to pay him his share. Mr. Ismail Khatri, the Fish Broker, is a willing witness.

After about 2 months, your client suddenly had a bout of amnesia, or maybe driven by jealousy due to my close relationship with Marhoom Aijaz, started his vicious campaign of MUDSLINGING. He complained to several people including Mr. Shah Mohammed Shah that Khalid Memon had only given me Rs. 100,000 from the first fish harvest. He also tried to say this in front of Marhoom but was scoffed at and this probably enraged him further. He started his malicious campaign against me and as Marhoom would not listen to him, he started spreading these rumours to other members of the Jatoi family, and soon my name was maligned in Hyderabad. If Marhoom Aijaz had any doubts, he would have immediately asked me to hand over the land documents and charge of the fish farm. But he never did. On the contrary, he encouraged me to visit his farms regularly, provide fish seed, technical know-how and fisheries staff. Aijaz Jatoi sadly passed away in September 1997.

In 1999, I showed the then current ledger and a file to Burzin during his visit to the farm, which although was up to date but needed further entries and finalizing. Your client took the ledger plus the file with him to his house in Karachi and promised to return the same within 1-2 weeks. I warned him that I do not have an extra copy of the records and I will have these photocopied or copy to another ledger and then he can keep the ledger. He insisted and took away the incomplete ledger and the file.

I called Burzin several times, and continuously reminded him that I needed the ledger and file to complete the accounts. Sometimes Burzin would acknowledge taking something from me, but he could not remember exactly what, and sometimes he would develop amnesia and say that he has never taken any ledger. He said maybe it is in Pakistan, maybe I have it here in USA, I will check. He came to Pakistan a few times but could not find the ledger. Believe it or not, YOUR CLIENT finally returned the ledger to me in December 2006, seven years after he took it and has the gall to tell me that the ledger is incomplete. I still have not received the file. Now this is a FAIRY TALE and a COCK & BULL story. He deliberately took the ledger and deliberately kept it for 7 years. Suddenly it appeared like MAGIC as he wanted to prove his point that the accounts were incomplete. How convenient.

Everyone in Sindh knows about the cyclone in Thatta District in 1999 and the acute water shortages during the period 2000 – 2003. The newspapers were full of these reports and I have several hundred cuttings about the state of agriculture and aquaculture during this period. Some of these reports are directly related to fish farms in the area including a report about our farms. The Government declared Thatta and Badin a calamity zone and 95% of the farmers in Sindh suffered losses in all 3 fields, i.e. Agriculture, Aquaculture and Livestock. Several thousand people migrated as there even wasn't enough drinking water. Our farm of 500 acres had only 30-40 acres of water during six months of any given year during this period and no one profited under these adverse conditions. We had to contact fisheries department to obtain permission to sell undersized fish during closed season. There are several hundred witnesses to this fact. Even Dhani Buksh Jatoi suffered huge losses during this period. Only a moron would deny these facts.

I continuously kept in touch with Burzin during this period as he had run off to USA by then. I have copies of emails with reports of the disaster and the water problems. I also sent your client progress reports during this period. If your client wishes to deny these, I have proof. If your client denies the fact that there wasn't an acute problem, and all the newspapers were giving wrong information, and that millions of people in Sindh did not suffer losses during the worst drought of 2000 - 2003, I have no cure for his ailment. In fact, I did not claim the losses which in fact I was entitled to. Neither have I received any profits from the sales of fish from 2003 to 2007, to which I am entitled to. During my recent exchange of emails and telephone conversations with your client, I understood that his intentions were not honourable as he gave conflicting statements and even mentioned that he himself was worried about his share and he doubted whether he would receive any monies from his partner Dhani Buksh Jatoi, who had been looking after the farm for the last 4 years. I was dealing with a devious and cunning person with no moral or ethical values, habit of deliberate forgetfulness, and that he had started his mudslinging campaign as early as 1997 against me for no apparent reason. That your client has always refused to acknowledge receipt of accounts or receipt of monies, has consistently refused to accept that I had sent him several reports, refused that I had ever given him the accounts ledger, which mysteriously re-appeared after 7 years, I would be downright stupid not to take certain precautions.

I have impeccable standing and am highly respected in Thatta and Badin Districts and in the fish farming community. I have worked pro bono as Member, Agriculture Facilities Board, Ministry of Agriculture, Livestock & Fisheries and am presently the Task Force Member, Inland Aquaculture (MINFAL), Islamabad. I was one of the Key Speakers on Economy at the 1st International Maritime Conference, held by Bahria University, where a plaque was bestowed upon me as a 'Distinguished Panelist'.

Unfortunately it was your client who started an organized campaign to defame, malign and tarnish my name since 1997 and left no choice for me but to take certain precautions and necessary remedial actions.

Talking about Blackmail, your client came to Pakistan to help settle this issue. He arrived on 21 December 2006 and informed me that the one and only final meeting is to take place on 8th January 2007, 18 days after his arrival and just 36 hours before his trip to India. Coincidence or coercion. He repeatedly reminded me during the meeting that I had to decide fast as he has no time. He asked his own working farm manager about the current price of the land, who obviously devalued the actual market price of the land by 30%. I was rushed and coerced through the deal and promised 1st installment payment on 8th February 2007. I did not argue a great deal as I have absolute trust in Allah Almighty and I did not want any confrontation with the son of my late best friend.

Furthermore, when I asked your client's address in Canada, he of course willingly obliged. Only the address was that of "TWICE THE DEAL PIZZA", and that speaks itself about your client's real intentions. I then contacted Legal Aid Canada to enquire about any help they could offer in this matter. I also wrote to the Parsi community in Mississauga to find out the exact address of Burzin J. Pajnigara aka Barzeen J. Pajnigara so that I could serve him with the above mentioned notice. You are aware that notices cannot be served to PO Box or fictitious addresses.

Anyway, I have received the 1st installment and have been assured by the Jatoi high ups in front of prominent Zamindars, witnesses and my Lawyer that the other 5 installments would be paid on time provided that I give a special 30 days grace period, to which I agreed. Your client's land documents have been returned to Mr. Dhani Buksh Jatoi as agreed.

As such, there is no need for me to take any further action of any kind against anyone.

As far as a written unconditional apology is concerned, you decide, or let the Courts decide, as to who should tender an apology to whom?? Maybe the courts would decide that I have had a raw deal and that the land sale consideration does not reflect the actual present market value and that the value of the land be re-evaluated. Who knows?

Thanking you
Yours sincerely

Khalid A. Memon