<u>SPEED POST/REGISTERED POST WITH A/D.</u>

Dated:

To

____

____

Dear Sir(s),

Re: Notice under section 434 (a) of the Companies Act, 1956 for winding up of the addressee Company due to outstanding debt amount of Rs. ______________/- (Rupees ____________________ only) along with interest @ 18% per annum pending payment.

Our Client: ____

-- --------

We write under instructions of our abovementioned Client and state as under:

1. That sometime _________________________ you approached the principal officers of our client with a request to avail loan amount of Rs. __________________/- (Rupees ______________ only)) (hereinafter referred to as "**said loan**") inter alia, on condition that the said loan shall be for a tenure of ___________ days and the said loan amount shall bear interest @ _____ % per annum.
2. That in view of the aforesaid, on _______________ our client remitted to you a sum of Rs. ___________________/- through its ___________ Bank Account No. ____________________ vide RTGS UTR No. ____________________ to your Bank Account No.______________ held with ________________________. The said loan

was granted to you for the agreed period of __________ days only, having the maturity date as _______________.

3. That on or about _________________ you have refunded a sum of Rs. ______________/- on account of the loan amount which matured on ______________, thereby reducing the balance principal dues against the loan amount to Rs. ___________/- (Rupees ______________ only).

4. That in view of the aforesaid, the loan amount stood reduced to Rs. ___________________/- and in partial discharge of your existing legal liability and/or debts arising out of the reduced loan amount, you issued and forwarded to our client a cheque bearing ____________ dated ___________ for payment of outstanding principal dues of Rs. ________________/- drawn on _____________.

5. That our client presented the said abovementioned cheque No. ___________ for encashment within its validity period with its banker, viz., _____________________. However, to our client's utter surprise the said cheque was returned unpaid and dishonoured vide dishonor return memo dated ________________ with the endorsement "Not arranged for/Funds Insufficient", information whereof was received by our client on ________________. Further, under the cover of an undertaking letter dated ______________ you had assured our client that the aforesaid cheque shall be encashed upon presentation and will not be stopped under any circumstances, nor the Bank account closed and neither will you change the authorized signatories of the Bank.

6. That pertinent to the aforementioned facts, our client constantly pressed for the payment of the outstanding dues against for a total amount of Rs. _______________/- (Rupees ___________ only) along with interest @ 18% per annum accruing and rising every day thereby from you and the same is still pending payment.

7. That thereafter, since you have failed to pay heed to our client's constant requests, our client was pained to issue and send legal notice to you dated __________ through their advocates demanding payment of the outstanding dues

and interests accruing thereon upto the date of re-payment of your loan obligations.

8. That vide your letter dated ____________ sent to the advocates of our client as reply letters to the aforementioned legal notices, you have intentionally, deliberately, mischievously and with malafide intention alleged that you are not liable to pay to our client the outstanding dues of Rs. _____________/- (Rupees __________ only) along with interest @ 18% per annum accruing and rising every day.

9. That in view of the above, it is highly irrational and unethical on your part to have enjoyed the total amount of Rs. ____________/- (Rupees ____________ only) by taking undue and unfair advantage of our client gave you the loan amount for your benefit in your time of crisis under the impression that the entire loan amount along with interest accrued thereon will be returned by you within the agreed time.

10. That you have grossly attempted to enrich yourself in an illegal manner and you have acted against the interest of morality in attempting to usurp the hard-earned money of our client by retaining the total amount Rs. ____________/- (Rupees ____________ only) along with interest @ 18% per annum accruing and rising every day and failing to return the same within the agreed time.

11. In view of abovementioned facts and circumstances, our client being a creditor of your Company and you being indebted to our client for a sum of total amount of Rs. ____________/- (Rupees ____________ only) along with interest @ 18% per annum accruing and rising every day thereupon as on date and we, on behalf of our client, hereby call upon you and make demand for payment of the entire outstanding dues of the Rs. ____________/- (Rupees ____________ only) along with interest @ 18% per annum accruing and rising every day from the due date/maturity date of the outstanding dues against the loan amount, till the date of payment, by Pay Order drawn in favour of our client within a period of 21 days from the date of receipt of this notice, failing which, our client shall be

constrained to initiate appropriate proceedings under sections 433, 434 and 439 of the Companies Act, 1956, at your peril, costs and consequences thereof, which please note. Needless to mention, our client shall further resolve to other legal remedies criminal and civil, available under the law.

Please treat this Notice as a statutory notice under section 434 (a) of the Companies Act, 1956 and also as a notice under the Interest Act, 1978.

This notice is without prejudice to our client's rights in any other proceedings which have already been initiated/filed and/or may be initiated/filed before any Court of Law with regard to the aforementioned dues.

Please acknowledge receipt of this letter.

Thanking you.

Advocate

Copy to: **Client**