## Anil Kumar Sharma And Associates

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Advocates And Legal Consultants LITIGATION | ADVISORY | COMPLIANCE

## **EMAIL / WHATSAPP / SMS**

## WITHOUT PREJUDICE

Ref:-RBL/CC/Jun- 1

Dated: 23-06-2025

To,

**URVISH SHARMA** 

2308,WARD NO 4 PHOOLA GANJ MOHALLA,NASIRABAD AJMER, RAJ.-305601

Contact Number, 8741066111

Mail ID.

ravindragaur@adiyogitechnosoft.com

Also at,

2308,WARD NO 4 PHOOLA GANJ MOHALLA,NASIRABAD AJMER, RAJ.-305601

**Contact Number. 9024473376** 

Mail ID. urvishmodgil@gmail.com

Sub: RECALL NOTICE/ demand notice for overdue amount against CREDIT CARD account No. 765890 (CO-BRANDED WITH BAJAJ FINSERV).

Dear Sir/Ma'am,

Under instruction from and on behalf of our client RBL Bank Ltd., a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949, constituted under the Indian Companies Act, 1913 and existing within the preview of the Companies Act, 2013 registered as Scheduled Commercial Bank with Reserve Bank of India and having its registered office at Kolhapur and one of the office at 1st Floor, Building no 1, Modi Mill Compound, Okhla Industrial Estate Phase 3, New Delhi – 110020, we do hereby

serve upon you this notice of the following:-

- 1. That our client is inter-alia engaged in the business of banking and you the above named addressee had approached our Client and requested for credit card (co-branded with Bajaj Finserv) and you had submitted a Credit card application, agreement and other documents with our Client and thereby you have irrevocably agreed to abide by the terms and condition mentioned therein.
- 2. That you had specifically agreed to the terms and conditions of the said Credit Card/Credit Card Facility and you have utilized the said Credit Card for your monetary benefit.
- 3. That you had assured and represented to our Client that in case credit card facility was granted to you the above named addressee then you would duly, timely and punctually repay the amount due towards purchases made on the credit card and other charges due under the said credit card as per the terms and conditions of the said credit card. On the basis of the documents/ information submitted by you the above named addressee and on your assurances and representation, our client had issued you credit card facility.
- 4. It is stated that our client has given the financial assistance/facility in the form of issuance of Credit Card on the basis of various assurances, representations and execution of documents by you. It is evident that you had failed to honour your obligations and the assurances and representations made by you at the time of availing the Credit card Facility.
- 5. Please note that overdue amounts attract additional interest. Besides, our client are required under the guidelines of the Reserve Bank of India (RBI) to report instances of overdue to RBI and also to a credit information company like CIBIL which may result into adversely affecting your credit rating thereby impairing your ability to borrow loan/ credit facility from any other bank or lender.
- 6. It is evident that in the above facts and circumstance you along with other accomplices have committed criminal offence of **Cheating**, which is punishable under **section 318 of BHARTIYA NYAYA SANHITA**, which is punishable **with imprisonment up to 7 years, a fine or both**,
- 7. It is also evident that you have intentionally misappropriated the money/property of the bank which is punishable offence under section 314 of BHARTIYA NYAYA SANHITA, with Imprisonment of 2 years for fine or with both. You have also committed offence of CRIMINAL BREACH OF TRUST under section 316 of BHARTIYA NYAYA SANHITA, with Imprisonment upto 3 years, fine or both,
- 8. Bank also reserves its right to prosecute you and other accomplices for committing serious criminal offences of cheating, forgery, and the bank also have the right to get FIR registered against you and initiate appropriate action for prosecution under section 316, 318 read with section 61(2) of BHARTIYA NYAYA SANHITA.
- 9. In view of the above, our client hereby requests you to arrange to pay overdue amount of Rs. **76263**/-immediately.
- 10. Please note that in case you fail to comply with the present legal notice bank shall be constrained to exercise all its legal remedies to recover the entire overdue amount, along with interest and all costs,

expenses etc. and also initiate the following among other remedies. Such as:

- a) Initiate such legal actions, as may be given, under Civil as well as Criminal Laws, against you, entirely at your risk, as to costs and consequences,
- b) Report your account to CIBIL AND OTHER GOVERNMENT AUTHORITIES,
- c) The bank shall be entitled to recover the legal cost and expense incurred in this process at your cost,

If you have recently made a payment of overdue amount, we request you to kindly disregard this communication.

You may contact at <a href="legaldesk@rblbank.com">legaldesk@rblbank.com</a> or Mr. YUVIKA SHARMA authorised officer of our client Mobile No. 7852891583, for any clarification and/or compliance of this demand.

Kindly ignore if already paid.

For RBL Bank Ltd.(Co-branded with Bajaj Finserve)

Yours Sincerely,

(Anil Kumar Sharma, Advocate)

OFFICE – C/o Bhanwar Singh,6B 209,K K Colony,Basni,Jodhpur--342005