



Kotak Mahindra Bank

Without Prejudice

Date : **2nd-Dec-2024**

Dear Mr. / Mrs. **SR Anand**,

ashok.swami@kotak.com

Greetings of the day from Kotak Mahindra Bank Ltd.

Sub: Pre-Litigation intimation Notice Credit Card Account No. 9406785004276500 Link with CRN No. 208097298

We, M/s Kotak Mahindra Bank Ltd., is a banking company Registered under Companies Act, 1956, having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051 (the “**Bank**”).

We hereby state that you being the party to the Credit Card Facility Agreement (MITC) have availed a Credit Card facility from the Bank, the said Credit Card facility Account No. **9406785004276500** is linked with CRN No. **208097298** in the books of account of the Bank.

Further at the time of availing the said Credit Card from the Bank you have agreed to certain terms and condition of the said Credit Card Facility Agreement (MITC) / Application and on execution of the same in favor of the Bank, the Bank had issued Credit Card bearing No. **4412XXXXXXXX6212** to you.

Further the outstanding amount of the said Credit Card need to be paid to the Bank on or before Due date along with interest and other charges (if any), in event of default in repayment of outstanding amount on or before the due date as mentioned in the Statement of Credit Card, duly prepared according to the agreed terms and condition of the Credit Card Facility Agreement (MITC), without prejudice the bank has all right reserve to initiate appropriate recovery measures against you by adopting due process of law.

We further hereby inform you that you have committed default in repayment of outstanding of said Credit Card facility availed by you, therefore In order to recover the said dues, the Bank is about to initiate appropriate recovery measures against you, which includes both Civil and Criminal action.

That you being responsible to make the payment of Credit Card outstanding to the Bank, that Bank may initiate recovery measures by adopting due process of law by which following one or more action can be initiated against you. Which are as under: -



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1. Arbitration Proceeding / Recovery Suit before Civil Court / DRT to recover, to recover entire Loan outstanding which will cause attachment of movable / immovable properties of Borrower / Co-Borrower / Guarantor.
2. 138 NI Act Proceeding / 25 PASSA Act proceeding on return of ECS / SI which will result into imprisonment up to two years and to pay twice the amount stated in the dishonored/bounced Cheque if the outstanding due of credit card is paid by mode of ECS / SI / Cheque.
3. Criminal Complaint under section 156 (3) for registration of FIR under but not limited to sections 314, 316 (1) and 319 (1) of under THE BHARTIYA NYAYA SANHITYA, 2023.
4. Any other Civil / Criminal litigation under the provisions of law for the time being in force.

Please note that it is mandatory for the Bank to share details with Credit Information Bureau of India Limited (CIBIL) about each and every default of the Loan(s) in accordance with the Government of India and Regulatory Guidelines of Reserve Bank of India. An unsatisfactory payment record on your Credit Card(s) and loan(s) taken on Credit Cards such adverse credit history shall adversely impact your ability to avail any Credit Facility from any of the Financial Institution(s) in future.

That as on date, the current status of your Credit Card Account(s) linked with your CRN No. **208097298** is given below which need an immediate attention to make payment to clear the outstanding showing in the Books of Account of the Bank. The details of overdue amount is given below: -

Sr. No.	Credit Card Number	Status as on (Date)	Last Statement Amount in Rs.	Total Outstanding in Rs.
1	4412XXXXXXXX6212	12/02/2024	328471.09	328471.09
	Total Amount	12/02/2024	328471.09	328471.09

That please note your Credit Card is presently deactivated by the Bank, the reactivation right of any Deactivated Credit Card will be with Bank only, the Bank is not bound, and shall not be forced to re-activation any Credit Card that please noted. Without Prejudice It is sole discretion of the Bank.



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Therefore, the Bank is providing you one more fair opportunity, under principal of natural justice to deposit the abovementioned outstanding amount of Credit Card within **3 days** of the receipt of this notice. In case you have failed to make the payment, the Bank shall be constrained to invoke the default clauses and initiate appropriate recovery measures against you, being responsible to make the payment of the same to the Bank by adopting due process of law at your cost and risk.

The Payments towards the Over Dues can be transfer through online by RTGS / NEFT / IMPS mode by adding below account in the list of beneficiary list:

Beneficiary Name: **SR Anand**
Beneficiary Credit Card Number: **4412XXXXXXX6212**
IFSC code: KKBK0000631
Branch and Bank Details: Kalina Mumbai, Kotak Mahindra Bank Ltd.

For any further clarification/complaint, please contact Mr. Legal Manager Adv. **Prasad Mayekar** reachable at Mobile No. **8169951138** or email at **prasad.mayekar2@kotak.com**.

This intimation is without prejudice the rights of the Bank and the legal action that may be initiated and may have been initiated.

Please ignore if you have already paid.

Thanking you for your kind cooperation.

Yours faithfully

For **Kotak Mahindra Bank Ltd**

Kotak Mahindra Bank Limited

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