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17-09-2025  
To,  
**Adv. Darshan Ingole  
On behalf of Mrs. Sapna Singh  
G-2, DNS Tower, Beside Thane District and Sessions Court,  
Thane (W), 400601**

Subject: **Reply to Legal Notice dated 21/08/2025 regarding alleged recovery of Rs. 71,834/-**

**Respected Sir,**

**Under instructions and authority from my client Mrs. Susmita Bangera aged yrs , residing at Patel Planet Jupiter, 1st floor Room No. 102, B wing Ambernath, Thane Maharashtra -421 201, I, Advocate Vinayak Bhatt age 48 y, Solitaire B, Hiranandani Estate, Thane(w) hereby serve upon you this detailed reply to your legal notice dated 21/08/2025. The contents of your notice are replied to point-wise as under:**

**Para-wise Reply**

1. **My client states that, the relationship stated is admitted. My client and your client knew each other for around four years and shared cordial relations. However, this very trust is being misused by your client by issuing an inflated and incorrect demand.**

**2. My client states that, it is admitted that my client approached your client for financial assistance of Rs. 1,00,000/-. However, it is denied that she is liable for the exaggerated figure mentioned in your notice.**

**3. & 4. My client states that, the arrangement with Mr. Vicky Saini is a matter between your client and Mr. Saini. My client was not privy to the loan terms taken by him in his name, except that she was to return the amount actually received. The high interest rate of 34.5% was never agreed by my client and is therefore denied.**

**5. & 6. My client states that, It is admitted that a net sum of Rs. 61,634/- was credited in her account on 14th Jan 2025. However, it is reiterated that my client is only liable to return the principal sums received and not any penal or exaggerated interest claimed.**

**7. & 8.My client states that. it is admitted that your client also provided Rs. 39,000/- from personal funds. Thus, the total assistance was Rs. 1,00,000/- which my client acknowledges. But it is denied that the liability continues as alleged in your notice. No transfer was made directly from Vicky Saini’s account to my clients account therefore no liability arises thereof.**

**9. My client states that, the guarantor aspect attributed to Addressee No. 2 is denied as no such written guarantee exists.**

**10. My client states that, she admits repayment of Rs. 50,000/- as detailed in your notice. This itself shows her bona fide intention and willingness to repay.**

**11. My client states that, the calculation of Rs. 71,834/- is denied. It deliberately ignores:**

* **Cash repayment of Rs. 20,000/-, already made by my client but omitted in your notice.**
* **Goa trip expenses borne by my client Rs. 18,000/-, of which Rs. 9,000/- was spent on your client. This must be adjusted.**
* **Rs. 4,000/- claimed in your notice is without any head or explanation — denied for want of particulars.**

**Accordingly, the correct balance is much lesser.**

**12–13. My client states that, It is denied that my client has failed or avoided payment. She has already paid Rs. 50,000/- plus Rs. 20,000/- cash and incurred expenses on your client’s behalf. These clearly show her bona fides.**

**14–15. My client states that, Joint liability of Addressee No. 2 is denied for lack of any written contract or acknowledgment. Your attempt to fasten liability on him is baseless. My client has never acted in bad faith.**

**16–17. My client states that, these allegations are vague, denied, and contrary to record. My client has not made false promises; she has made substantial repayments.**

**18. My client states that, the demand for Rs. 71,834/- is denied as inflated. My client acknowledges only Rs. 21,634/- (Twenty One Thousand Six Thirty Four only) as balance, after adjusting Rs. 20,000/- cash repayment and Rs. 9,000/- Goa share.**

**19. My client states that, she is not in a position to pay lump sum. However, she undertakes to clear the admitted balance in 6 equal monthly instalments of 6,473/- (Six Thousand Four Hundred Seventy Three), showing her willingness and intention.**

**20. My client states that, your client’s statement that my client acted with mala fide intent is denied. On the contrary, it is your client who has indulged in harassment.**

**21. My client states that, your client has defamed her by contacting common friends and disclosing alleged debts, causing mental agony, social embarrassment, and reputational damage. Such conduct is illegal and must be ceased forthwith. If it continues, my client reserves the right to initiate proceedings for harassment and defamation.**

**22. Save as expressly admitted, all other contents of your notice are denied. My client reserves all rights and remedies available under law.**

**Summary of My Client’s Position**

* **Loan acknowledged: Rs. 1,00,000/-**
* **Already repaid: Rs. 50,000/- (acknowledged by you)**
* **Additionally repaid: Rs. 20,000/- cash (not recorded in your notice)**
* **Set-off: Rs. 9,000/- towards Goa expenses borne by my client on behalf of your client**
* **Balance liability: Rs. 21,000/- approx.**
* **Despite this, my client acknowledges Rs. 24,000/- to avoid dispute and undertakes to pay in 6 instalments of Rs. 4000/- (Four Thousand).**

**Conclusion**

**In light of the above, your demand for Rs. 71,834/- is denied as incorrect and inflated. My client acknowledges only Rs. 24,000/- after set-offs and expresses readiness to discharge the same in 6 instalments.**

**You are hereby called upon to accept this repayment plan and to immediately stop harassment and defamatory conduct. Failing this, my client will be constrained to seek legal remedies, including damages for harassment and defamation.**

**Yours faithfully,  
[Advocate’s Name]  
(Advocate for [Client’s Name])**

[Body of the letter goes here...]  
  
Yours faithfully,  
  
Advocate Vinayak Bhatt