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59, Diamond Harbour Road, Ekbalpur, Khidderpur,Kolkata, West Bengal – 700023
Regus, 3rd Floor, Tower-A, Unitech Cyber Park, Durga Colony, Sector 39, Gurugram, Haryana – 122003

Date: 12.06.2026

To,
The Legal Department,
Aditya Birla Finance Limited,
One World Center,
18th Floor, Jupiter Mill Compound,
Tower 1-C, Jupiter Mill Compound, 841,
Senapati Bapat Marg, Elphinstone Road,
Mumbai, Maharashtra - 400 013

Neha Gupta
Advocate
Neha Gupta
Regd. No. F/2740/1589

Ref. No. – BB/ADITYABIRLA/1206/6570

By Speed Post

Subject: Legal Notice for Breathing Period and Compliance with RBI Guidelines – Loan Account No. – CV466570

Dear Sir/Madam,

This legal notice is issued under the instructions and authority of our client, Mrs. Barkha Bhatnagar, daughter of Dharmendra Bhatnagar, resident of 59, Southern Winds Layout Sai Sree Layout Opp. Foodmax Hypermart, Parappana Agrahara, Electronics city, Bangaluru, Karnataka - 560 100, bearing Aadhaar No. 8684 0810 6862 and PAN No. BYJPB5081L, and having email id “brkha18@gmail.com”. In accordance with such authorisation, we state as under:

1. That our client has, at all material times, conducted himself with utmost bona fide intent and has consistently endeavoured to discharge her financial obligations in a sincere, diligent, and conscientious manner in respect of the **Loan Account No.– CV466570.** It is emphatically denied that our client is a wilful or deliberate defaulter; rather, the present state of default is the direct consequence of circumstances beyond her reasonable control, which have substantially impaired her financial capacity and disrupted his ability to adhere to the stipulated repayment schedule.
2. That the financial hardship of our client was triggered after her husband’s regular employment came to an end around the month of October, which caused a sudden and substantial disturbance in the family’s regular financial flow. Prior to such disruption, the household expenses and repayment obligations were being managed through regular income, savings and family resources; however, the prolonged employment gap materially weakened the family’s repayment capacity.
3. That the said employment gap continued for a longer period than reasonably anticipated, as a result whereof the family’s monthly income became insufficient to meet both essential household expenses and existing repayment commitments. The difficulty was therefore not sudden in isolation, but gradually intensified due to continued absence of stable income and increasing financial pressure upon the family.
4. That during the said period of financial instability, our client and her family made sincere efforts to keep the account regular by arranging temporary financial assistance through available savings, short-term borrowings, support from friends and relatives, and other family resources. However, such temporary arrangements could not continue indefinitely and ultimately became inadequate to meet the growing repayment burden.

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5. That the financial condition was further aggravated as the husband of our client was also burdened with multiple loan repayment obligations, which were being managed simultaneously along with the liabilities of our client and the regular household expenses. Due to such overlapping liabilities, the available funds were being divided across several lenders, thereby creating continuous repayment pressure and gradually pushing the family into a debt-trap situation.

6. That by March-April, the accumulated liabilities, continued income disruption, multiple repayment obligations, household necessities and losses suffered in market-based attempts to arrange funds had collectively made the overall financial burden unmanageable. Consequently, the default occurred due to genuine financial incapacity, and our client remains willing to cooperate with your bank for resolving the dues through a reasonable, structured and practical repayment mechanism.

7. That in light of the aforesaid facts and circumstances, it is most respectfully submitted that at this immediate juncture, our client is left with no viable financial recourse and is undergoing acute financial strain. Notwithstanding the same, our client remains committed to resolving the outstanding liability and has no intention whatsoever to evade her lawful obligations. In these circumstances, our client humbly seeks temporary forbearance from your good office, by way of a reasonable moratorium period, so as to enable her to reorganize and stabilise her financial position in a structured and systematic manner, free from undue mental and financial pressure, and to thereafter amicably resolve the present liability once and for all.

8. That despite the aforesaid constraints, our client has conscientiously undertaken all reasonable and practicable measures to meet her financial commitments within the prescribed timelines. The prevailing circumstances, arising from external exigencies beyond her control, compellingly justify equitable consideration and interim relief from your institution. The cumulative burden of multiple credit obligations, including the repayment obligations of her husband and other household liabilities, has materially eroded the family's repayment capacity, resulting in unavoidable delays and intermittent inconsistencies in servicing the Equated Monthly Instalments.

9. That in these circumstances, we respectfully request your institution to extend appropriate forbearance measures in order to alleviate the existing financial distress and prevent further deterioration of her economic position. The financial adversity presently confronting our client does not emanate from negligence or deliberate non-compliance, but from unpredictable and insurmountable contingencies outside her sphere of control.

10. That in the interests of fairness, proportionality, and commercial reasonableness, we earnestly seek the grant of a reasonable moratorium period that would afford our client a fair opportunity to stabilise her finances. Such provisional accommodation would enable a structured recalibration and orderly reorganisation of her liabilities, thereby facilitating the resumption of repayments in a sustainable manner without subjecting her to disproportionate hardship. This representation is advanced in the spirit of equity and good faith, with the objective of achieving an amicable and consensual resolution consistent with principles of financial justice and responsible lending.

11. That it is further submitted that the cumulative burden of financial distress presently being faced by our client warrants immediate regulatory sensitivity and institutional restraint. Any precipitative or coercive recovery action at this stage would not only aggravate her economic vulnerability but would also be contrary to the principles of fairness and proportionality governing lender–borrower relationships under Indian banking jurisprudence.

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Given the above circumstances, it is the duty of the recipient to evaluate this request in accordance with relevant legal provisions, banking guidelines, and the directives issued by the Reserve Bank of India (RBI). Non-compliance with these considerations may necessitate our client to take appropriate legal measures to protect their rights and interests. Accordingly, our client hereby presents the following **requests** for your thorough review and consideration:

A. **Breathing Period of six (6) months**: The client requests a moratorium of **six (6) months** from the date of this notice to restructure their finances and regain financial stability. During this time, no forceful recovery measures should be initiated.
B. **Non-adoption of Coercive Recovery Practices**: Aditya Birla Capital and its agents must abstain from using any debt recovery methods that involve pressure or intimidation, including but not limited to repeated calls, unnecessary harassment, or threats.
C. **Non-adoption Contact List Calling**: Any form of communication directed towards third parties, including but not limited to individuals enumerated within the contact list, familial relations, or personal references, is categorically proscribed and shall not be employed under any circumstances. Such conduct constitutes an unequivocal violation of the fundamental right to privacy and constitutes a direct contravention of the regulatory framework prescribed by the Reserve Bank of India (RBI). Furthermore, any endeavours undertaken by recovery agents to initiate contact through WhatsApp, whether via voice or video call, are explicitly prohibited and must be discontinued forthwith. Non-compliance with these mandates shall inexorably invite stringent legal repercussions under the pertinent statutory provisions, thereby rendering the offending parties liable to prosecution and penal consequences as per applicable law.
D. **Respecting Client's Privacy**: Aditya Birla Capital is hereby advised to maintain strict adherence to privacy laws as per the relevant legal provisions, including but not limited to the Right to Privacy guaranteed under Article 21 of the Constitution of India.
E. **Adherence to RBI Guidelines**: Aditya Birla Capital is required to comply with all guidelines set forth by the Reserve Bank of India (RBI) concerning debt recovery, including refraining from any collection practices that breach ethical or legal norms.

Our client unequivocally asserts that they have maintained a commendable track record of timely disbursements and have consistently exhibited diligence and conscientiousness in adhering to their financial obligations. The extant predicament is not attributable to any omission or lapse on their part but rather arises from unforeseen and insurmountable contingencies, exacerbated by the cumulative encumbrance of multiple credit liabilities. The financial tribulations presently endured by our client are both bona fide and substantial, and the relief herein solicited is indispensable to afford them a reasonable and equitable opportunity to surmount this exigent phase.

Notice and Warning:

In the eventuality that Aditya Birla Capital or its duly authorized representatives fail, neglect, or refuse to comply with the aforementioned requisitions, we shall be left with no alternative but to initiate appropriate legal proceedings against you, entirely at your own risk, cost, and liability. Such legal recourse may encompass, but shall not be confined to, the initiation of complaints before the Reserve Bank of India Ombudsman, the Consumer Disputes Redressal Forum, and other competent regulatory and statutory authorities, as well as the pursuit of all pertinent legal remedies as delineated

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under the prevailing statutory framework.

Moreover, any instance of harassment or infringement of privacy rights shall be met with immediate escalation to relevant regulatory authorities and competent judicial forums, wherein we shall seek adequate compensation and any other appropriate remedies available under the applicable laws.

We reasonably expect that this matter shall be accorded the highest degree of priority, and that necessary and appropriate actions shall be undertaken to furnish our client with a favourable response within a period of **seven (7) days** from the date of receipt of this notice. Additionally, we hereby solicit the granting of the requested relief period, while ensuring scrupulous adherence to all applicable legal and regulatory mandates.

Please be advised that all further correspondence and communications regarding the subject matter shall be directed exclusively to our office, as our client has duly designated Settlend Legal Advisors LLP trading as Debtkart as their authorized legal representative for the purpose of this case.

A copy of this legal notice has been retained in our office for further action.

Yours sincerely,

Neha Gupta

For Settlend Legal Advisors LLP

Advocate
Neha Gupta
Regd. No. F/2740/1588