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Regus, 3rd Floor, Tower-A, Unitech Cyber Park, Durga Colony, Sector 39, Gurugram, Haryana – 122003

Date: 11.06.2026

To,
The Legal Department,
Avinash Capital Markets Pvt. Ltd. (Brightloans),
Plot, No. 68, 3rd Floor, Okhla Industrial Area,
Phase-3, Okhla Industrial Estate, Delhi-110020.

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

Ref. No. – TK/BL/1106/5933

By Speed Post

Subject: Legal Notice for Breathing Period and Compliance with RBI Guidelines – Personal Loan BRACPLZ000155933

Dear Sir/Madam,

The present legal notice is issued on behalf of and under the authority of our client, Mr. Tarun Khare, son of Birendra Khare, residing at House 59, 4th Cross, Southern Winds Layout, Opp to Foodmax Hypermart, Sri Sai Layout, Choodasandra, Bangalore South, PO: Electronics City, DIST: Bengaluru, Karnataka – 560100, bearing Aadhaar No. 2519 8532 1628 and PAN No. DIHPK0355J, and having email ID "tarun.vbc.gg@gmail.com". In furtherance of such instructions, we state as follows:

1. That our client has, at all material times, conducted himself with bona fide intent and has endeavoured to discharge his financial obligations in a sincere, diligent, and conscientious manner in respect of the **Personal Loan BRACPLZ000155933.** It is emphatically denied that our client is a wilful or intentional defaulter; rather, the present financial distress has arisen solely due to circumstances beyond his control, which have severely impaired his repayment capacity.

2. That the default was primarily caused due to sudden disruption of regular income after October, which was the last working month with the previous organisation. Until such time, the monthly repayment commitments were being managed from salary income along with available personal resources. However, after the employment gap continued for a longer period than expected, the regular cash flow was materially affected, making it difficult to maintain the existing repayment schedule despite bona fide intention to continue payments.

3. That during the period of financial instability, temporary arrangements were made through short-term borrowings, app-based credit, support from friends and family, and market-based attempts to generate funds. However, instead of improving the financial position, the said temporary arrangements increased the overall debt burden, and subsequent market losses further reduced the repayment capacity. As a result, by March-April, the total liabilities had accumulated beyond manageable limits, causing an unavoidable default without any wilful or dishonest intention.

4. 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 his economic position. The financial adversity presently confronting our client does not emanate from negligence or deliberate

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non-compliance, but from unpredictable and insurmountable contingencies outside his sphere of authority.

5. 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 his finances. Such provisional accommodation would enable a structured recalibration and orderly reorganisation of his liabilities, thereby facilitating the resumption of repayments in a sustainable manner without subjecting him 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.

6. 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 his economic vulnerability but would also be contrary to the principles of fairness and proportionality governing lender–borrower relationships under Indian banking jurisprudence.

7. That it is incumbent upon your institution to adhere strictly to the Fair Practices Code and the guidelines issued by the Reserve Bank of India governing recovery practices. Any act of harassment, intimidation, repeated or untimely calls, or contact with third parties including family members or references shall constitute a direct violation of regulatory norms and the fundamental right to privacy under Article 21 of the Constitution of India.

8. That in view of the foregoing facts and circumstances, and without prejudice to all rights and remedies available to our client in law and equity, we call upon your institution to exercise judicious discretion and extend necessary forbearance measures so as to enable our client to overcome this temporary financial distress with dignity and stability.

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**: Brightloans 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 communication with third parties, including contact-list persons, family members, or personal references, is strictly prohibited and shall amount to violation of our client's right to privacy and RBI recovery guidelines. Recovery agents are also directed not to contact our client through WhatsApp voice or video calls. Any breach shall invite appropriate legal action, including complaints before the competent authorities.
D. **Respecting Client's Privacy**: Brightloans 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**: Brightloans 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 has consistently maintained a sincere repayment track record and has acted with diligence towards his financial obligations. The present hardship is not due to any wilful lapse or neglect, but has arisen from unforeseen circumstances, aggravated by multiple credit liabilities. The relief sought is therefore bona fide, necessary, and equitable to enable our client to overcome this temporary financial crisis.

Notice and Warning:

In the event Brightloans or its authorised representatives fail to comply with the aforesaid requisitions, we shall be constrained to initiate appropriate legal remedies at your sole risk, cost and liability, including complaints before the RBI Ombudsman, Consumer Forum, and other competent statutory or regulatory authorities.

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

SETTLEND LEGAL ADVISORS LLP