

Regd. A.D./Speed Post/Courier

**Date: 13<sup>th</sup> July, 2023**

To,

1. **M/s ROBONIK INDIA PRIVATE LIMITED**  
Plot No. 3 and 4, MIDC, Ambernath Industrial Area,  
Morivali Village, Ambernath West, Ladinaka Ambernath,  
Thane – 421501, MH IN
2. **M/s ROBONIK INDIA PRIVATE LIMITED**  
Plot No. A-374, TTC, MIDC Industrial Area, Mahape,  
Navi Mumbai – 400710, MH IN
3. **MR. SUBHASH CHANDRA R. PUNJA,**  
Director & Personal Guarantor,  
M/s ROBONIK INDIA PRIVATE LIMITED  
1501, Ambrosia, Hiranandani Garden, Powai,  
Mumbai – 400076, MH IN

**Subject: Legal Notice under 138 of Negotiable Instruments Act, 1881.**

Under instructions from and on behalf of BIRAC, Biotechnology Industry Research Assistance Council (hereinafter called "BIRAC") under Department of Biotechnology, Ministry of Science and Technology, Govt. Of India having its registered office at 1<sup>st</sup> Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi – 110003; I hereby serve upon you the following legal notice: -

1. That BIRAC, a Public Sector Enterprise, setup by Department of Biotechnology (DBT) has been operating a scheme entitled "Small Business Innovation Research Initiative" (hereinafter called "SIBRI") to support innovative pre-proof-of-concept research and late-stage development and commercialization of the innovation by small and medium business units. You the Noticee applied for a loan from BIRAC on the basis of your project and an approval was granted by BIRAC for the Project of you Noticee under which BIRAC agreed to provide assistance to you Noticee to the extent of Rs. 300.00 (in lakhs) in the form of loan in favour of M/s Robonik India Private Limited, Thane, Maharashtra (hereinafter called "Company") vide sanction order dated 05.07.2013 and Loan Agreement dated 03.01.2014.
2. That to secure the said loan a Personal Guarantee was executed by "Shri Subhas Chandra R. Punja", in favour of the Department with regard to the above mentioned Project.



3. That the amount of Rs. 3,00,00,000/- (Rs. Three Crores Only) as loan was released in instalments by BIRAC vide various Release Orders were issued to company, first release order for Rs. 82.50 lacs on 08.01.2014, second release order for Rs.111.25 lacs on 22.01.2015, third release order for Rs.28.75 lacs on 06.06.2016, fourth release order for Rs.38.75 lacs on 03.02.2017 and fifth release order for Rs.38.75 lacs on 02.05.2018. It is pertinent to mention that as per the sanction order the said project was to be completed within two years and 6 months from the date of first instalment i.e the said project was to be completed by the 31.07.2017.
4. That as per the repayment schedule of the Noticee Company, the repayment was scheduled to start from July 2018 and will go up till January 2023 on yearly basis.
5. That the Noticee Company has paid Rs.33,90,621.92/- on 05/10/2018, Rs.10,00,000.00/- on 02/03/2019, Rs.5,00,000.00/- on 20/03/2019, Rs.10,00,000.00/- on 28/03/2019, Rs.8,00,000.00/- on 30/03/2019, Rs.10,00,000.00/- on 26/12/2019, and Rs.10,00,000.00/- on 04/02/2020 BIRAC. Thereafter BIRAC had sent various demand communications for repayment of Loan Instalments to you but no actual payment of the loan was received by BIRAC.
6. That BIRAC tried contacting you and after much persuasion, with a request to re-schedule your loan and as a good will gesture you gave three post-dated cheques bearing no. 000545 dated 23.05.2023 drawn on HDFC Bank, Angruti, Plot No.14, Sector-24, Sion – Panvel Road, Turbhe – Vashi, Navi Mumbai – 400703, Maharashtra for Rs. 1,00,00,000/- (Rupees One Crore only), bearing no. 000547 dated 27.05.2023 drawn on HDFC Bank, Angruti, Plot No.14, Sector-24, Sion – Panvel Road, Turbhe – Vashi, Navi Mumbai – 400703, Maharashtra for Rs. 1,00,00,000/- (Rupees One Crore only), bearing no. 000553 dated 31.05.2023 drawn on HDFC Bank, Angruti, Plot No.14, Sector-24, Sion – Panvel Road, Turbhe – Vashi, Navi Mumbai – 400703, Maharashtra for Rs. 83,93,806.16/- (Rupees Eighty-Three Lakhs Ninety-Three Thousand Eight Hundred Six and Sixteen Paise only) to BIRAC in part of discharge of your admitted liability to repay the loan amount with an assurance that the said cheques on presentation will be duly honoured.
7. That BIRAC presented the said cheques for encashment through its banker State Bank of India, Scope Complex Lodhi Road, New Delhi - 110003 but to the utter shock and despair of BIRAC received information from its banker that the above mentioned cheque has been returned dishonoured with the reason "**Payment stopped by drawer and Exceed Arrangement** " with return memo dated 15.06.2023.
8. That from the above it is clear that not only you are liable for prosecution for the offence of dishonour of cheque under the Negotiable Instruments Act, 1881 but also the entire transaction done by you was in furtherance of a well hatched criminal conspiracy entered into between you Noticee's representatives, employees and such other known and unknown persons to dupe BIRAC.





9. That the cheques have been duly signed by your representative for and on behalf of you the Noticee.
10. That this notice u/s. 138 of the Negotiable Instruments Act, 1881 is without prejudice to the rights of BIRAC to initiate any other appropriate Civil/Criminal proceedings for the recovery of its dues along with interest and/or such other proceedings as provided under law. Further, for the various other illegal acts of cheating, forgery, fraud and misappropriation committed by you, the above mentioned accused company, your representatives, employees in conspiracy with each other and other known and unknown persons, BIRAC reserves their right to initiate separate legal action.
11. That by this legal notice, I call upon you the Noticee on behalf of BIRAC to make the payment of dishonoured cheques amounting to **Rs. 2,83,93,806.16/-** (Rupees Two Crore, Eighty Three Lakhs Ninety Three Thousand Eight Hundred Six and Sixteen Paise Only) with an interest at 12% per annum on the defaulted amount for the period of delay within 15 days of the receipt of this legal notice failing which BIRAC shall be constrained to initiate appropriate legal proceedings against you under the provisions of the Negotiable Instruments Act, 1881, read with section 420 of the Indian Penal Code or such other provisions of the I.P.C./ Civil / Company laws as may be available to it under the law, which shall be entirely at your risk, responsibility and costs & consequences arising there from.

*This is without prejudice to all other legal rights and remedies available to BIRAC under law.*

Issued by



**Ms. Alka Sharma,**  
**Deputy Manager – Legal, BIRAC**

