

Date: 21st November, 2023

To,

1. **M/s. SPC BIOTECH PRIVATE LIMITED**
Plot No. 8, Lalitha Nagar Colony, Opp. AOC Gate, West Marredpally,
Secunderabad 500026 TG IN
2. **M/s. SPC BIOTECH PRIVATE LIMITED**
AG-8, Phase 2, Metro Palm Grove Apartments, Raj Bhavan Road, Somajiguda,
Hyderabad 500082 TG IN
3. **Mr. MADIRAJU SRINIVASA SHANKARA PRASAD,**
Managing Director of M/s. SPC BIOTECH PRIVATE LIMITED
H.No.6-3-1095/1096, Flat No.AG-8, Phase 2, Metro Palm Grove Apartments, Raj
Bhavan Road, Somajiguda, Hyderabad 500082 TG IN
4. **Mr. SRINIVASA SHANKARA PRASAD MADIRAJU,**
Managing Director of M/s. SPC BIOTECH PRIVATE LIMITED
6th Ward, H.No.6-3-609/11/1, Anand Nagar Colony, Khairatabad,
Hyderabad 500004 TG IN
5. **Ms. ANJANA PADMA CHANDRIKA PANNALA,**
Director of M/s. SPC BIOTECH PRIVATE LIMITED
H.No.6-3-609/11/1, Khairatabad, Hyderabad 500004 TG IN
6. **Mr. SURENDRA SHIVMURTI SHARMA,**
Director of M/s. SPC BIOTECH PRIVATE LIMITED
Humjoli C.H.S. Ltd., Flat No.08, 3rd Floor, B.M. Bhargav Rd (S.T. Road), Santacruz,
West Mumbai 400054 MH IN

Subject: Legal Notice u/s 138 of Negotiable Instruments Act, 1881.

Under instructions from and on behalf of BIRAC, Biotechnology Industry Research Assistance Council (hereinafter called "BIRAC") a section 8 Not for profit CPSE under Department of Biotechnology, Ministry of Science and Technology, Govt. of India having its registered office at 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi – 110003; I hereby serve upon you the following legal notice: -

1. That BIRAC, a Section 8 Not for Profit Central Public Sector Enterprise (CPSE), setup by Department of Biotechnology (DBT) has been operating a scheme entitled "Biotechnology Industry Partnership Programme" (hereinafter called "BIPP")




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 entitled **“Bioconversion of Agricultural waste from Mango Kernel, to Polylactic Acid a Bio-Plastic”** 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. 40.00 (in lakhs) in the form of loan in favour of M/s SPC Biotech Private Limited, Secunderabad, Telangana (hereinafter called “Company”) vide sanction order dated 11.03.2011 and Loan Agreement dated 21.03.2011.

2. That to secure the said loan a Personal Guarantee was executed by **“Mr. Shanker Prasad”**, in favour of the Department with regard to the above-mentioned Project.
3. That the Company has entered into Deed of Hypothecation (DoH) for which Charge ID No.10369600 created on 14.07.2012 for amount of Rs. 42,68,000.00 in favour of DBT.
4. That the amount of Rs. 40,00,000/- (Rs. Forty Lakhs Only) as loan was released in instalments by BIRAC vide various Release Orders were issued to company, first release order for Rs. 28.00 Lakhs on 29.03.2011, second release order for Rs.12.00 Lakhs on 10.02.2012. It is pertinent to mention that as per the sanction order the said project was to be completed.
5. That as per the repayment schedule of the Noticee Company, the repayment was scheduled to start from October, 2012 and will go up till April, 2017 on half yearly basis.
6. That the Noticee Company has paid Rs. 2,50,000/- on 19.01.2017 to BIRAC for the Project. 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.
7. 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 a post-dated cheque bearing no. 393164 dated 10.10.2023 drawn on State Bank of India, Raj Bhawan Road Branch, H.No.6-3-1092, A Block, 1st Floor, Shanti Sikhara Complex, Somajiguda, Bella Vista, Hyderabad – 500082, for Rs. 6,66,250/- (Rupees Six Lakhs Sixty-Six Thousand Two Hundred Fifty only) to BIRAC in part of discharge of your admitted liability to repay the loan amount with an assurance that the said cheque on presentation will be duly honoured.
8. That BIRAC presented the said cheque 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 **“Fund Insufficient”** with return memo dated 30.10.2023.



9. 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.
10. That the cheque has been duly signed by your representative for and on behalf of you the Noticee.
11. 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.
12. That by this legal notice, I call upon you the Noticee on behalf of BIRAC to make the payment of dishonoured cheque amounting to **Rs. 6,66,250/-** (Rupees Six Lakhs Sixty-Six Thousand Two Hundred Fifty 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

