

प्रेषिका,

पूर्णमा पाठक,
सचिव
जिला विधिक सेवा प्राधिकरण,
कानपुर नगर।

सेवा में,

श्री एस0एस0 गौतम,
उप निबन्धक
माननीय उच्च न्यायालय
इलाहाबाद।

द्वारा,

जनपद न्यायाधीश
कानपुर नगर।

Seen by Hon'ble Mr/
Justice Manoj Mishra on
22.6.2016

8201 JB
4/5/16
File No. IV/3588
Serial No. 67

11/5/16

12-5-16

विषय: माननीय उच्च न्यायालय के पत्र संख्या-5126 / IV -3588/ एडमिन(ए)/ दिनांकित-04.04.2014 की अनुपालन आख्या का प्रेषण। बावत इक्सरसाइजर- कार्स्को ट्रेड मिल 4610 ए2

माननीय महोदय,

कृपया माननीय न्यायालय के पत्रांक-5126 / IV -3588/ एडमिन(ए)/ दिनांकित:04.04.2014 का सन्दर्भ ग्रहण करने की कृपा करें, जिसके द्वारा क्रय की गयी इक्सरसाइजर- कार्स्को ट्रेड मिल 4610 ए2 के सम्बन्ध में सूचनायें भेजने हेतु निर्देशित किया गया है।

उक्त निर्देशों के अनुपालन में ससम्मान निवेदन करना है, कि माननीय उच्च न्यायालय के प्रपत्र संख्या-25एडमिन(ए) दिनांकित-13.07.1998 के अनुसार वांछित बिन्दुवार सूचनायें निम्नवत हैं:-

1. उपरोक्त मशीन मेरे द्वारा दिनांक-05.07.2013 को रूपया-54,700 /- में क्रय की गयी थी, जिसका भुगतान चेक संख्या-822381, दिनांकित-05.07.2013, सिंडीकेट बैंक द्वारा किया गया था। उक्त मशीन (कार्स्को ट्रेड मिल) क्रय करने से पूर्व मेरे द्वारा दिनांक- 18.06.2010 को एक कार आईटेन(हुन्डई) खरीदी गयी थी। उक्त कार आईटेन(हुन्डई) खरीदने की सूचना मेरे द्वारा पत्र दिनांकित:22.10.2010 एवं 07.09.2011 के द्वारा माननीय उच्च न्यायालय इलाहाबाद को प्रेषित की गयी थी।
2. माह- जून-2013में मेरा कुल वेतन-रूपया-53060 /- था, जिसमें से सामूहिक बीमा योजना एवं आयकर की कटौती रूपया- 2200 /- के पश्चात रूपया-50860/- की शुद्ध धनराशि प्राप्त हुयी थी।
3. मेरे खाता सं0-एसबी0 A/C no. 87152010043739 सिंडीकेट बैंक कानपुर नगर की पासबुक की प्रमाणित प्रति प्रेषित की जा रही हैं, जिसमें उक्त मशीन के भुगतान से सम्बन्धित प्रविष्टि भी अंकित है। मशीन खरीदने की तिथि पर मेरे उक्त खाते में रूपया- 1,44,059 /- की धनराशि जमा थी (जो कि मेरे द्वारा अपने वेतन से बचत (Own Savings) की गयी धनराशि थी। वांछित विवरण श्रीमान जी के समक्ष इस अनुरोध के साथ सादर प्रेषित हैं, कि कृपया इसे माननीय न्यायालय के समक्ष प्रस्तुत करने की कृपा करें।

सादर।

भवदीया

संलग्नक: पास बुक की छाया प्रति।

(पूर्णमा पाठक)

सचिव

जिला विधिक सेवा प्राधिकरण,
कानपुर नगर।

जनपद न्यायालय कानपुर नगर।

सं0- 1154/E दिनांकित: कानपुर नगर: अप्रैल, 29, 2016.

श्री एस0एस0गौतम उपनिबन्धक माननीय उच्च न्यायालय इलाहाबाद को अग्रसारित।

29.4.2016
जनपद न्यायाधीश

कानपुर नगर।

DISTRICT JUDGE
KANPUR NAGAR

@ (11/08)
So Adm/11

D.R (M)
02/5/16

Ms Anshu
13.5.16

87162010043738

खाता सं/A/c No.

तारीख Date	विवरण Particulars	चेक सं Cheque No.	अभिवृत्त रकम Withdrawals	जमा Deposits	शेष Balance
01/05/2013	CASH DEPOSIT			1,000.00	1,000.00
12/06/2013	NEFT SBINH13163087872 UTTAR PRADESH TREASURY			92,199.00	93,199.00
03/07/2013	NEFT SBINH13184740677 UTTAR PRADESH TREASURY	0		50,860.00	1,44,059.00
10/07/2013	To C/g power vprdien h car e	290035822381	54,700.00		89,359.00
01/08/2013	NEFT SBINC1321342223 UTTAR PRADESH TREASURY	0		56,404.00	1,45,763.00
02/09/2013	NEFT SBINH13244417764 UTTAR PRADESH TREASURY	0		56,404.00	2,02,167.00
23/09/2013	CASA CHEQ WITHDRAWAL	290035822382	10,000.00		1,92,167.00
30/09/2013	Credit Interest Capitalised			1,889.81	1,93,856.81
01/10/2013	NEFT SBIN513274254765 UTTAR PRADESH TREASURY	0		56,404.00	2,50,260.81
02/11/2013	NEFT SBIN213308115207 UTTAR	0		50,864.00	3,01,124.81
02/12/2013	NEFT SBIN313335106588 UTTAR PRADESH TREASURY	0		50,864.00	3,51,988.81
16/12/2013	NEFT SBIN113350838350 UTTAR PRADESH TREASURY	0		94,156.00	4,46,144.81
17/12/2013	CASH WITHDRAWAL 594466		4,000.00		4,42,144.81
10/01/2014	NEFT SBIN914001056285 UTTAR PRADESH TREASURY	0		53,634.00	4,95,778.81
15/01/2014	NEFT SBIN814016236145 UTTAR PRADESH TREASURY	0		13,850.00	5,09,628.81
17/01/2014	NEFT SBIN914017280036 UTTAR PRADESH TREASURY	0		56,966.00	5,66,594.81
30/01/2014	CASA CHEQ WITHDRAWAL	290035822383	5,000.00		5,61,594.81
03/02/2014	NEFT SBIN814032365714 UTTAR PRADESH TREASURY	0		35,634.00	5,97,228.81
05/03/2014	CASA CHEQ WITHDRAWAL	290035822384	10,000.00		5,87,228.81
12/03/2014	NEFT SBIN614071228694 UTTAR PRADESH TREASURY	0		42,884.00	6,30,112.81
	Please Turn Over				

request-98

From,

S.S. Gautam,
Deputy Registrar
High Court of Judicature at
Allahabad.

To,

The District Judge,
Kanpur Nagar.

35

No. 5126 / IV- 3588/ Admin (A) / Dated 04-04-2014

Subject:- Information about purchase of Cosco Tread Mill by Km. Poornima Pathak,
Metropolitan Magistrate, Kanpur Nagar.

Sir,

With reference to your endt. no. 2244/I dated 11.09.2013 on the above subject, I have to say that Km. Poornima Pathak, Metropolitan Magistrate, Kanpur Nagar may kindly be asked to furnish the following information/details, so that further necessary action may be taken in the matter-

1. Details of her earlier purchases as per point 3 of Court's Circular letter no. 25/ Admin (A) dated 13.07.1998.
2. Her Gross salary & Take home salary.
3. Complete & attested copy of passbook of her S.B. A/c no. 87152010043739, Syndicate Bank, Kanpur Nagar indicating particular entry/entries of payment made against purchase of the Tread Mill as well as to disclose the source of money deposited/credited to her account, in case any such credit exceeds the amount of her one month's salary.

D.R (M)
May issue?
M
29/03/14
K. Jaiswal
31.3.14
S.O.

Poornima
31-03-14
AR

Yours faithfully

(Signature)
31-3-14
Deputy Registrar

36

No. 5127 / IV- 3588/ Admin (A) / Dated 04-04-2014

Copy forwarded for information and necessary action to Km. Poornima Pathak, Metropolitan Magistrate, Kanpur Nagar.

(Signature)
31-3-14
Deputy Registrar

at 12/9/13

Serial 16-9-13 Encl-3 page

Register No.	14942
File No.	IV/358.8
Serial No.	33

request-98 604 11-9-13 17-9-13

From: Km. Poornima Pathak, Metropolitan Magistrate-I, Kanpur Nagar.

19/9/13 3/18/9/13

To, The Registrar General, Hon'ble High Court of Judicature, at Allahabad.

Seen by Hon'ble Mr. Justice Manoj Misra on 22.6.2013 28-3-14

780 13-9-13

Through, The District Judge, Kanpur Nagar.

Sub: In Compliance of Hon'ble High Court's C.L.NO.25 Admin(A) dated 13.07.1998 information regarding purchase of new exerciser-Cosco Tread Mill 4610 A²

2095 SO Am MPA DRM 16/9/13

Respected Sir, In due Compliance of Hon'ble High Court's C.L. NO.25 Admin(A) dated 13.07.1998. I have the honour to submit point wise information about purchase of new exerciser Cosco Tread Mill 4610 A².

It is, therefore, requested that it may kindly be placed before the Hon'ble Court for kind perusal.

Your's faithfully. Poornima Pathak (Km. Poornima Pathak) 11/9/13 Metropolitan Magistrate-I, Kanpur-Nagar.

Dated: 11.09.2013

A DRM with encl 3

KANPUR NAGAR JUDGESHIP

No. 2244/1 Dated: Kanpur Nagar: September, 11, 2013.

Forwarded to the Registrar General, Hon'ble High Court of Judicature at Allahabad.

District Judge, Kanpur Nagar. 11-9-13 District Judge Kanpur-Nagar

Ms. Manomani 29-3-14

13 SEP 2013

- 1- सेवा में आने की तिथि → 21.4.2009
- 2- कुल वर्तमान घेतन → 56,404/-
- 3- स्वयं के द्वारा क्रय की गयी (चल सम्पत्ति) जो रूपया 10,000/- से अधिक की कीमत एवं अचल सम्पत्ति का पूर्ण विवरण, खरीदने की तिथि धनराशि से अदा की गयी आदि।
→ Movable Property:
Cosco Tread Mill 4610 A2
→ Purchased on 5.7.2013
→ Total value = 54,700/- only
→ Payment done by cheque no. 822381 (Syndicate Bank Kanpur Nagar dated 5.7.13) from my salary account
(copy of Pass book, cash memo & cheque is attached)
- 4- यदि कोई धनराशि मा 10 उच्च न्यायालय से अग्रिम कर्ज लिया हो, तो कितनी धनराशि तथा उस कर्ज का भुगतान का तरीका तथा कितनी किरतो में कब तक उसका भुगतान होना है, आदि। → NO
- 5- यदि बैंक से कोई कर्ज लिया है, तो उसका विवरण भुगतान का तरीका, भुगतान की अवधि तथा कितनी किरतो में आदि। → NO
- 6- अधिकारी द्वारा पुरानी कार को खरीदने के सम्बन्ध में वाहन का नाम, माडल कीमत आदि प्रथम खरीद की तिथि महीना वाहन की धनराशि, कार डीलर का नाम जबकि पहली बार खरीदी तथा पूर्ण बीमा प्रमाण पत्र जिसमें वाहन की धनराशि दिखाई गयी हो। → NO
- 7- सम्पत्ति का विवरण (प्लॉट का क्षेत्रफल) लोकस्ट्री, शहर जिला का नाम यदि भवन या प्लॉट हो तो उसकी माप
→ Movable Property -
Cosco Tread Mill 4610 A2
→ Purchased on 5.7.2013
→ Total value 54,700/- only
→ Payment done by cheque no-822381 (Syndicate Bank Kanpur Nagar dated 5.7.13) from my salary account
(copy of Pass book, cash memo, cheque is attached)
- 8- विक्रेता/डीलर का नाम और पूरा पता
→ Life style fitness (cosco shops and fitness) shop no-7 Atul market, lokhras chauraha, Faizabad Road, Indira Nagar, Lucknow (UP)
- 9- क्या वह सम्मानित है
- 10- क्या न्यायिक अधिकारी का विक्रेता से कोई किसी तरह का सम्बन्ध है और उसका कोई मुकदमा यहाँ विचाराधीन है या अधिकारी द्वारा पूर्व में उसका कोई वाद निर्णीत किया गया है।
→ YES
→ NO

राम

9

11-

यह धनराशि कहाँ से आयी, प्रमाण : →
सहित

from my salary
accant. (Savings)
copy of Passbook
is attached.

Enclosures :

- 1 - Copy of Passbook.
- 2 - Copy of Cash memo/Receipt,
warranty Certificate.
- 3 - Copy of cheque.

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शाखा का नाम और पता
 Name & Address of the Branch:
 KANPUR LAWYERS ASSOCIATION
 COLLECTORATE COMPOUND
 C.M.L. LINES
 KANPUR 208001

MICR No:

टेलीफोन नं./Tel. No:
 फैक्स/Fax:
 ई-मेल/E-mail:

IFSC No: 0418301715

Business Hours

नाम Name Miss POORNIMA PATHAK
 पता Address DO. D. M. KAR PRASAD PATHAK
 METRO CENTRAL MARKET JATEPUR
 KANPUR 208001

जन्म तिथि Date of Birth 09/03/1980
 खाता सं. A/c No. 87152010043739
 Customer ID 38770663

पैन PAN

खाता खोलने की तिथि Account Opened on 02/05/2013

नामांकन की पंजीकरण संख्या और दिनांक Nomination Registration No. & Date



पास-बुक निर्गम तिथि Date of Issue of Pass Book 02/05/2013

प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory



COSCO FITNESS

request-98

F/MKT/08-03

COSCO (INDIA) LIMITED

2/8, Roop Nagar, Delhi-110007, India E-Mail: mail@cosco.in Website: www.cosco.in

WARRANTY CERTIFICATE No. : 51108

(THIS WARRANTY SLIP WILL BE REQUIRED BEFORE WARRANTY FACILITY IS RENDERED)

Model No. : 4610A2 SI. No. : _____

(For Motorised Treadmills)

Inv. /C. Memo No. : 57 Date : 05th July' 2013

Customer's Name	Purnima Pathak.		
Address	J-12, Circuit Colony, Kaupur Nagar.		
City & Pin Code	Lucknow.	State	UP
Email			
Telephone		Mobile	9450933037

Dealer's Name	Lifestyle Fitness (Cosco Sports & Fitness)		
Address	Shop No-7, Atul Market, Lehra, Chauraha Faizabad Road, Indiranagar.		
City & Pin Code	Lucknow	State	
Email			
Telephone		Mobile	9235655677

I have read, understood and accept all terms & conditions of the warranty, printed overleaf.

Power Protein Health Care C/o Cosco Sports and Fitness Shop No-7, Atul Market Lekhra, Chauraha, Faizabad Road Lucknow Dealer's Signature & Stamp	Customer's Signature
---	----------------------

Please lodge your complaint with :

Authorised Dealer or with Ms. SUJATA at GURGAON

Tel. : 0124-2251781/2/3 Fax : 0124-2251784 E-mail : mail@cosco.in / coscogurgaon@airtelmail.com

• WHITE : Customer's Copy • BLUE : Gurgaon Office • PINK : Dealer's Copy • YELLOW : Despatching Branch Copy

TERMS & CONDITIONS OF WARRANTY

1. Cosco (India) Limited warrants to the purchasers of each Health & Fitness Equipment that it is free from defects in material and components which proves to suffer from manufacturing defect within the period mentioned below from date of purchase:-
 - i) Home range manual equipments – 0 Months
 - ii) Home range manual equipments with motorized resistance – 12 months
 - iii) Home range motorized treadmills below 2.5 hp motor – 12 months
 - iv) Home range motorized treadmills 2.5 hp motor and above – 36 months** Warranty is for motor only.
 - v) Commercial strength equipment – 12 months.
2. The warranty form duly filled in and signed by the authorised dealer is sent within 7 days of purchase for registration with Cosco (India) Limited.
3. The complaint, giving the full details of defects in writing is lodged with us within 6 months for home range manual equipments, 12 months for manual equipments with motorized resistance, 12 months for home range motorized treadmills below 2.5 hp and 36 months for home range motorized treadmills above 2.5 hp from date of purchase respectively.
4. Our obligation under this warranty is restricted only for repairing, with the new or rebuilt parts free of cost, provided a purchase receipt or the other proof of date of original purchase is submitted before warranty performance is rendered.
5. Service facilities are return to base, in case of services at site (there may be a cost for call out and minimum travel charges). In case the equipment required to be brought to the service centre, if so advised, by the Sales Service Engineer, the arrangements will be made by the customer at their cost. Kindly check for charges if any with the authorised dealer.
6. Cosco (India) Limited is not responsible for any economic loss; profit loss; or special, indirect or consequential damages.
7. This warranty is not assignable and applies only in favour of the original purchaser to whom delivered.
8. This warranty will not extend to the following :-
 - a) Damage/defect caused by transportation, abuse, improper use, negligence and normal wear & tear.
 - b) Damage or defect caused by the fire, flood or other natural calamities.
 - c) In case of Motorised Treadmills the equipment/s not used with suitable voltage stabiliser and as per instructions printed in the manual provided with the equipments.
 - d) Damage or defect caused by alterations, conversions, modifications and any repair work carried out / tampered by unauthorised personal / agencies.
 - e) Warranty does not cover cost of removal, transportation or re-installation.
 - f) If equipment is not sent to authorised dealer or Cosco's Head office, carefully packed together with warranty certificate, purchase receipt/invoice and the written report on the defective conditions with pre-paid transportation charges.
 - g) This warranty also becomes null & void if original serial number is deleted, defaced or altered, any alteration in the circuit or parts by way of adjustments, additions or which has been subjected to negligence or failure on the part of purchaser to follow the instructions in the User's Manual.
 - h) The parts subject to wear and tear (such as running belt, running board, cables in gyms etc.) are not covered under warranty.

Company's judgment on violation of warranty conditions will be final and binding on customers.

All disputes under this warranty are subject to Gurgaon jurisdiction, Haryana.

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INVOICE

(Original)

well sent

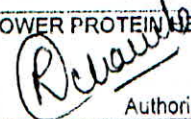
PROTEIN HEALTH CARE LIFESTYLE FITNESS AND NUTRITION OFF. : 120/766, LAJPAT NAGAR KANPUR OFF:-Atul Market, Faizabad Road, Miraj Choraha, Lucknow PIN CODE:- 0610008731 Ph No. 09445701104 Phone : 0522-4024747, 9235655677	Invoice No.	Dated
	57	5-Jul-2013
	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
Buyer Cash PURNIMA PATHAK J-12, CURCUIT COLONY, KANPUR NAGAR 9450933037	Buyer's Order No.	Dated
	Despatch Document No.	Dated
	Despatched through	Destination
	Terms of Delivery	

SI No.	Description of Goods	Quantity	Rate	per	Disc. %	Amount
1	Cosco Treadmill 4610 A2	1 SET	54,700.00	SET		54,700.00
		Total	1 SET			54,700.00

Amount Chargeable (in words) E & O.E
 Rs. Fifty Four Thousand Seven Hundred Only

Remarks:
 TWO YEARS MOTOR WARRANTY

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for POWER PROTEIN HEALTH CARE

 Authorised Signatory

This is a Computer Generated Invoice

request-98

POWER PROTEIN HEALTH CARE
C/O LIFESTYLE FITNESS AND NUTRITION
REG, OFF. : 120/766, LAJPAT NAGAR KANPUR
CORP. OFF:-Atul Market, Faizabad Road,
Lekhraj Choraha, Lucknow
IEC CODE:- 0610008731
Tin No. 09445701104

Receipt Voucher

No. : 27

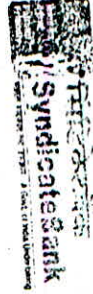
Dated : 6-Jul-2013

Particulars	Amount
Account : Mr. Purnima Pathak	54,700.00
Through : Bank Central Bank of India On Account of : Ch. No. :822381 syndicate bank Amount (in words) : Rs. Fifty Four Thousand Seven Hundred Only	
	54,700.00


Authorised Signatory

request-98

MARIPAL TECHNOLOGIES LTD., KARNATAKA / CTS - 2010



लॉयर्स अशोकविद्यालय कानपुर कलेक्टरेट कॉम्पाउंड, कानपुर - 209 001
Lawyers Association Collectorate Compound, Kanpur - 209001
IFSC: SYNB0008715 (CBS)

Pay TO POWER PROTECHNOLGIES PVT. LTD.
रुपये Rupees FIFTY FOUR THOUSAND SEVEN HUNDRED ONLY

Ac. No. 29157216043427

बैंक के सभी शाखाओं में समान्य पर भेजा
Payable at par at all branches of our Bank

SAN : 290035 822381

BR 238 2080250061 290035 31

0	5	0	4	2	0	1	3
D	D	M	M	Y	Y	Y	Y

या धारक को or Bearer

₹ 1,25,4700/only

Signature
Please sign above