

अनिल कुमार सेठ,  
अपर जिला एवं सत्र न्यायाधीश-15,  
बरेली

सेवा में,

माननीय महानिबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा,

श्रीमान जनपद न्यायाधीश,  
बरेली।

विषय:- अधोहस्ताक्षरी द्वारा अपनी पत्नी श्रीमती किरन सेठ के नाम से कय किये गये वाहन महेन्द्रा XUV 500 कार की सूचना प्रेषित करने के संबंध में।

महोदय,

आपको सादर अवगत कराना है कि अधोहस्ताक्षरी ने दिनांक 30.06.2019 को अपनी पत्नी श्रीमती किरन सेठ के नाम से महालक्ष्मी मोटर्स शोरूम 5K.M. रामपुर रोड, सी0बी0गंज, बरेली के एजेन्सी से महेन्द्रा XUV 500 माडल W 9 कय किया है, जिसका पंजीयन सं0 महेन्द्रा UP 25 CQ 0010 है, जिसकी कुल कीमत 17,74,000/-रूपये मय पंजीयन एवं इंश्योरेंस सहित अदा किया गया है, जिसमें से मुबलिंग 7,00,000/-रूपये का संयुक्त लोन पंजाब नेशनल बैंक, शाखा प्रेमनगर, बरेली से लिया गया है तथा शेष धनराशि मुबलिंग 10,74,000/-रूपये मेरे वेतन बचत खाता सं0 6177000400000300 पंजाब नेशनल बैंक, सिविल लाइन, बरेली से जरिये चैक सं0 '375369' मुबलिंग 50,000/-रूपया का तथा चैक सं0 '375372' मुबलिंग 10,24,000/-रूपये का, भुगतान किया गया है। (मेरे बचत खाता सं0 6177000400000300 पंजाब नेशनल बैंक, सिविल लाइन, बरेली, जिसमें मेरा वेतन आहरित होता है, की पिछले छः माह की विवरणीका की छाया प्रति, उपरोक्त दोनों चैक की छाया प्रति, लोन संस्तुति पत्र की छाया प्रति, प्रश्नगत वाहन के इनवायस की छाया प्रति, पंजीयन पत्र एवं इंश्योरेंस की छाया प्रति संलग्न है।)

महोदय को यह अवगत कराना समीचीन होगा कि अधोहस्ताक्षरी को दिनांक 10.06.2019 को एल0एल0एम0 डिग्री के तीन एडवांस इन्क्वीमेंट का कुल एरियर मुबलिंग 7,06,120/-रूपये प्राप्त हुआ था, इस धनराशि का उपयोग उक्त वाहन कय करने हेतु मार्जिन मनी अदा करने में किया गया। (पासबुक की छाया प्रति में उक्त प्राप्त एरियर की धनराशि रेखांकित है।)

माननीय उच्च न्यायालय द्वारा निर्गत सर्कुलर के अनुक्रम में विहित प्रोफार्मा पर उपरोक्त चल सम्पत्ति वाहन महेन्द्रा XUV 500 कार के कय करने की सूचना, चल व अचल सम्पत्ति का विवरण, उक्त वाहन के कय करने में लिये गये लोन और अदा किये गये मार्जिन मनी तथा उसके स्रोत आदि का विवरण परिपूरित किया गया है, जो इसके साथ

वांछित अभिलेख सहित संलग्न है।

महोदय को उपरोक्त वाहन क्रय करने की सूचना आवश्यक कार्यवाही हेतु सादर प्रेषित की जा रही है।

दिनांक: 31.08.2019

भवदीय  
(अनिल कुमार सेठ)  
अपर जिला एवं सत्र न्यायाधीश-15,  
बरेली।

संलग्नक :

1. माननीय उच्च न्यायालय के सर्कुलर के अनुक्रम में विहित प्रोफार्मा पर उक्त वाहन को क्रय करने के संबंध में परिपूरित विवरण।
2. अधोहस्ताक्षरी के बचत खाता संख्या 6177000400000300 पंजाब नेशनल बैंक, सिविल लाइन, बरेली के पासबुक की पिछली छः माह की विवरणीका की छाया प्रति एवं उसमें अदा किये गये मार्जिन मनी और प्राप्त एरियर की धनराशि रेखांकित की गयी है।
3. डीलर महालक्ष्मी मोटर्स, सी0बी0गंज, बरेली द्वारा वाहन क्रय करने का प्रदत्त बिल की छाया प्रति।
4. प्रश्नगत वाहन महेन्द्रा XUV 500 के इनवायस की छाया प्रति।
5. वाहन महेन्द्रा XUV 500 पंजीयन सं0 UP 25 CQ 0010 की आर0सी0 एवं इश्योरेंश की छाया प्रति।
6. पंजाब नेशनल बैंक, शाखा प्रेमनगर, बरेली से लिये गये लोन मुबलिंग 7,00,000/-रूपये के संस्तुति पत्र की छाया प्रति।
7. अधोहस्ताक्षरी द्वारा बचत खाता सं0 से मार्जिन मनी के रूप में दिये गये चैक सं0 375369 एवं 375372 की छाया प्रति।

डा.पंचव जनपद न्यायाधीश  
बरेली  
दिनांक 28.08.19 दिनांक 31.08.19  
Sundered  
बचपद न्यायाधीश  
बरेली  
31-08-19

Anil K. Seth

**MAHALAXMI MOTORS - (2018-19)**  
 (Authorised Dealer of Mahindra & Mahindra Ltd)  
 SHOWROOM - 5TH KM RAMPUR ROAD  
 C B GANJ BAREILLY  
 HO - STATION ROAD CHATARI CHAURAHA  
 PILIBHIT

**KIRAN SETH-MM9711/334/19-20**

Ledger Account  
 H.NO J-20, CIRCUIT HOUSE  
 JUDGES COLONY, DISTT. BAREILLY

1-Apr-2019 to 4-Jul-2019

Date	Particulars	Vch Type	Vch No.	Debit	Page Credi
11-6-2019	Dr ANIL KUMAR S/O SHRI CHANDRA	Journal	6892		50,000.00
28-6-2019	Dr SBI EDFS A/C	BANK RECEIPT	7218		10,24,000.00
29-6-2019	Dr BANK OF BARODA ODBA/C	BANK RECEIPT	PUNBR52019062917998257		7,00,000.00
30-6-2019	Cr RTOCharges ON LINE	ADD Auto Journal	450	1,62,356.00	
	Cr IFFCO TOKIO G.I.C. LTD.	ADD Auto Journal	451	54,903.00	
	Cr Accessories Sales A/c	LESS Auto Journal	60	7,200.00	
	Cr TCS OUTPUT	LESS Auto Journal	61	15,337.00	
	Cr SALE VEHICLE GST	VEHICLE SALE GST	MLM/334/2019-20	15,33,740.00	
				17,73,556.00	17,74,000.00
	Cr Closing Balance			464.00	
				17,74,000.00	17,74,000.00



*Anil Seth*

TAX INVOICE

(Extra Copy)

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**LAXMI MOTORS - (2018-19)**

Authorized Dealer of Mahindra & Mahindra Ltd.  
 30/31, 3TH FLM RAMPUR ROAD  
 BAREILLY  
 NATIONAL ROAD CHATARI CHAUKAHA  
 BAREILLY  
 PIN-224101 GSTAAKFM6620N1ZR  
 Phone: 0522-2222222, Code: 09

Trade Cert.No.: UP25TC0287

E-mail: manalaxmimotor@gmail.com

Buyer

**Mrs. KIRAN SETH**

Son/Wife/Daughter of: SHRI ANIL KUMAR SETH  
 H.NO J-20, CIRCUIT HOUSE

JUDGES COLONY, DISTT. BAREILLY

State Name : Uttar Pradesh, Code : 09

State Name : Uttar Pradesh, Code : 09

City: BAREILLY

Mobile : 9412761532 **8317081062**

Hypothecation : PUNJAB NATIONAL BANK  
 Prem Nagar Bareilly

Invoice No.: MLM/334/2019-20

Invoice Date: 30-6-2019

PAN No.: FRXPS9932Q

Sales Executive: SACHENDRA SHARMA BLY

Sl No.	Description of Vehicle	HSN/SAC	Qty	Rate	per	Amount
1	MAHINDRA XUV500 R FWD W9 HHE0 BS 4 Chassis No: MA1YU2WTUK6E19814 Engine No: WTK4E12982 VehicleType: SUV Colour: M1NPOLBLCK Horse Power: 140	87033299	1 Nos	10,59,283.78	Nos	10,59,283.78
2	EXCHANGE 48% Chassis No: PRIMARY BATCH					(-)16,891.89
3	CORPORATE 48% Chassis No: PRIMARY BATCH					(-)6,081.08
						10,36,310.81
					14 %	1,45,083.52
					14 %	1,45,083.52
					20 %	2,07,262.16
						(-)0.01
						Less
						Total
			1 Nos			₹ 15,33,740.00

Amount Chargeable (in words)

**Indian Rupees Fifteen Lakh Thirty Three Thousand Seven Hundred Forty Only**

HSN/SAC	Taxable Value	Central Tax		State Tax		Cess		Total
		Rate	Amount	Rate	Amount	Rate	Amount	
87033299	10,59,283.78	14%	1,45,083.52	14%	1,45,083.52	20%	2,07,262.16	4,97,429.20
	(-)22,972.97	14%	(-)3,146.46	14%	(-)3,146.46	20%	(-)4,494.95	(-)10,787.87
<b>Total</b>	<b>10,36,310.81</b>		<b>1,41,937.06</b>		<b>1,41,937.06</b>		<b>2,02,767.21</b>	<b>14,86,641.33</b>

Tax Amount (in words): **Indian Rupees Four Lakh Eighty Six Thousand Six Hundred Forty One and Thirty Three paise Only**

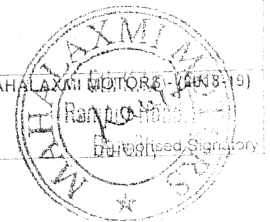
Company's PAN: AAKFM6620N

Declaration

- Goods once sold shall not be taken back.
- All disputes are subject to jurisdiction of Bareilly District only.
- Received vehicle with above chassis no is good and factory fresh condition and I am entirely satisfied. Also received all documents as mentioned above.
- Interest @ 24% p.a. will be charged if bill is not paid within 7 days.
- Our responsibility ceases once vehicle have left our showroom/branch.

Customer's Seal and Signature

for MAHALAXMI MOTORS (2018-19)



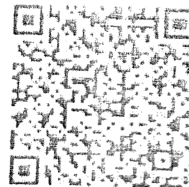
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GOVERNMENT OF UTTAR PRADESH

Transport Department Bareilly

FORM 23

CERTIFICATE OF REGISTRATION



Registration No : UP25CQ0010 Registration Date : 03-Jul-2019  
 Description of Vehicle : MOTOR CAR Purpose For Printing RC : NEW  
 Dealer's Name & Address : MAHALAXMI MOTORS, RAMPUR ROAD, BAREILLY,  
 Owner Name : KIRAN SETH Son/wife/daughter of : ANIL SETH  
 Full Address: (Permanent) : J-20 JUDGES COLONY NEAR, CIRCUIT HOUSE, CIVIL LINES, BAREILLY, UTTAR  
 PRADESH-243001  
 Full Address: (Temporary) : J-20 JUDGES COLONY NEAR, CIRCUIT HOUSE, CIVIL LINES, BAREILLY-UTTAR  
 PRADESH-243001

Fitness Up To : 02-Jul-2034 Tax Up To : One Time

Owner Serial No : 4

Detailed Description

Class of Vehicle : MOTOR CAR Link Vehicle No :  
 Ownership : INDIVIDUAL Norms : BHARAT STAGE IV  
 Maker's Name : MAHINDRA & MAHINDRA LIMITED  
 Front HSRP No : BA1508229071 Rear HSRP No : BA1508229081  
 Type of Body : HARD TOP Month/Year of Manuf. : 06/2019  
 No of Cylinders : 4 Chassis No : MA1YU2WTUK6E19814  
 Engine No : WTK4E12982 Fuel : DIESEL  
 Horse Power(BHP) : 152.89 Cubic Capacity : 2179.00  
 Maker's Classification : MAHINDRA XUV500 FWD W/W jeel base : 2700  
 Seating Cap(in all) : 9 Standing Cap : 0  
 Sleeper Cap : 0 Unladen Wt (kgs) : 1835  
 Colour : M1NPOLBLCK Laden/GV Wt (kgs) : 2510  
 Other Criteria : AC Fitted : YES  
 Vehicle Purchase As : Fully Built

Additional Particulars of all transport vehicles other than motor cabs (Gross Vehicle Weight)

By Manuf.	Description	As Regd.	Weight(in kgs)
a) Front:			
b) Rear:			
c) Other:			
d) Tandem:			

The motor vehicle above described is subject to Hypothecation in favour of PUNJAB NATIONAL BANK,  
 PREM NAGAR BAREILLY, , Bareilly, Uttar Pradesh-243001 w.e.f. 30-Jun-2019.

Purchase dt : 30-Jun-2019 Sale Amt : 1597740/-  
 OTT Date : 30-Jun-2019 Amount/Rcpt No : 159774 /  
 TaxUpTo : One Time Vehicle is Govt./ Pvt. : PRIVATE  
 Tax Exempted or Not : NOT EXEMPTED Date of Approval : 03-Jul-2019  
 Other State/Transfer/Conversion Details :  
 Previous Owner :  
 Old State :  
 Transfer Date :  
 Previous RegNo :  
 Entry Date :  
 Conversion Date :

Date : 05-Jul-2019 16:27:13

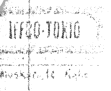
Taxation Particulars / Advance Registration Mark Fee Details

Signature of Registering Authority  
 Date : 05-Jul-2019

H 0552713

Anil Seth

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**IFFCO Tokio General Insurance Co. Ltd.**  
 Branch - Private Car Policy - CUM RECEIPT UIN:IRDAN11SRP000V01201819  
 (FORM 51 OF THE CENTRAL MOTOR VEHICLE RULES, 1989)  
 Servicing Office of Insurer: IFFCO TOKIO GICL, 1ST FLOOR, SUITE NO. 106, SUMMIT TOWER, 106, 8001101  
 SANJAY PLACE, AGRA (U.P.) PIN-202002, AGRA, UTTAR PRADESH-202002 State Code: 09  
 PAN: AAAC1757M GSTIN: 09AAAC1757H229

Policy No. & Policy Issued On	86030486, 30 Jun 2019 11:09PM	Period of Own Damage Cover	30 Jun 2019 11:09PM to 29 Jun 2020 11:09PM (Midnight)
Proposal No. & Date	P3453183, 30 Jun 2019	Period of Liability Cover	30 Jun 2019 11:09PM to 29 Jun 2020 11:09PM (Midnight)
Insured Name	MRS KIRAN SETHI	Period of CPA Cover	30 Jun 2019 12:00AM to 29 Jun 2020 11:09PM (Midnight)
Insured Add.	W/O SHRI ANIL KUMAR SETHI R/O HNO J-26, CIRCULAR HOUSE JUDGES COLONY, DISTT. BAREILLY, BAREILLY, UTTAR PRADESH-243001	Previous Policy No	NA
Insured Contact No.	8317081062	Previous Insurer	NA
		Signature Name	SHRI ANIL KUMAR SETHI Age: 41 Relation: Spouse

Make	Model	Variant	Cubic Capacity/CVW	Seating capacity
MAHINDRA & MAHINDRA	XUV500N	MAHINDRA XUV500 FWD W9 WTBXII	2179	
Vehicle Type	Vehicle Sub Class	Carrier Type	Fuel Type	Engine No.
PRIVATE	CLOSED		DIESEL	WTK4E12962
Manufacturing Year	RTO	Registration No.	Registration Date	Registration State
2019	BAREILLY - UP25	New	CNG/LPG Kit	UP
Vehicle IDV	Body IDV	Trailer IDV	Non-Elec. Accessories IDV	Elec. Accessories IDV
1457053	0	0	0	0

**Schedule of Premium (Amount in Rs.)**

Own Damage Premium (A)		Liability Premium (B)	
Basic Premium		Basic Third Party Liability (including TPPI)	24,305
Vehicle	12,178	Third Party Liability For Bi-Fuel Kit	0
Trailer (IMT - 30)	0	Trailer (IMT 30)	0
Non-Elec. Accessories	0	Legal liability to Driver (1) / Cleaner (0) / Helper (0) / Conductor (0) (IMT - 23)	150
Elec. Accessories (IMT-24)	0	PA Cover For Owner Driver (1) (0/0/0)	975
CNG/LPG Kit (IMT - 25)	0	PA Cover (100000 per person) for Driver(1) / Cleaner(0) / Helper(0) / Conductor(0) (IMT-17)	150
<b>Sub Total (Basic Premium)</b>	<b>12,178</b>	PA Cover (100000 Per Person) for 6 Unnamed Persons (IMT-16)	900
Geographical Area Extension (IMT-1)	0	Legal liability to NPPP (0) (IMT- 37)	0
IMT - 34	0	Geographical Areas Extension (IMT - 1)	0
Lamp, Tyre Mudguards (IMT - 23)	0	IMT - 34 TP	0
Add On (Nil Depreciation)	7809	<b>Net Liability Premium (B)</b>	<b>26480</b>
<b>Sub Total-Addition</b>	<b>20,047</b>	<b>Total Premium (A+B)</b>	<b>46,527</b>
<b>Deductibles</b>		CGST (9.00%)	4188
Voluntary Deductibles (0) (IMT-22A)	0	SGST (9.00%)	4188
Anti Theft Device (IMT-10)	0	<b>Gross Premium Paid</b>	<b>54,903</b>
AA Membership (IMT-8)	0	Note: 1) Policy Issuance is subject to realization of cheque	
No Claim Bonus (0%)	0	2) Consolidated stamp duty paid to state exchequer	
<b>Sub Total (Deductibles)</b>	<b>0</b>	3) The policy is subject to compulsory deductible of Rs.2000 (IMT-21)	
<b>Net Own Damage Premium (A)</b>	<b>20,047</b>	4) Geographical Area-India	
		*Subject to IMT Endt. Sev. & Memorandum 16.17.22.28.7	

**Hypothecation Details:** PUNJAB NATIONAL BANK, PREM NAGAR - BAREILLY

**MISF Details:** Name: MAHALAXMI MOTORS Code: MIBL/M&M/AAKFM620N/000 Receipt No: 86030486 Payment Mode: Cheque  
 Reference code: LM010691MLM1

**Limitations as to use:** The Policy covers use of the vehicle for any purpose other than Affire or Reward or Carriage of goods (other than samples or personal luggage), or commercial racing, or pace making or speed testing or time trials or any purpose in connection with Motor Trade

**Driver's Clause:** Any person including the insured; Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such license. Provided also that the person holding an effective learner's license may also drive the vehicle & that such a person satisfies the requirements of clause 2.1 of the Central Motor Vehicle Rules, 1989.

**Grievance Clause:** For resolution of any query or grievance, Insured may contact the respective branch office of the company or may call at 18001034509 or may write to head of clientgrievance@iffcotokio.co.in. In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company or in the event of unsatisfactory response from the Grievance Office, Ins/he may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website www.irda.gov.in, or on the website of General Insurance Council, www.gicoinc.com or on the company website <https://www.iffcotokio.co.in>

The Policy wording is available on request at free of cost. The Same can be downloaded from our Website <https://www.iffcotokio.co.in>.

**Important Notice:** The insured is not indemnified, if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company is in excess of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CLAIMS, TERMS AND RIGHT OF RECOVERY". For legal interpretation, English version will hold good.

I/we hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of Chapter X (Section 90) XI of Motor Vehicle Act, 1988

SAC: 997134 Description of Service: Motor vehicle Insurance Place of Supply: UTTAR PRADESH(State Code: 09) Invoice Number: 86030486

UIN: IRDAN11SRP000V01201819

For & On Behalf of IFFCO Tokio General Insurance Co. Ltd.



Broker Name & Corporate Add: Mahindra Insurance Brokers Limited, Ground Floor, Sadhana House, Dhand Mahindra Towers, 570 P.B. Marg, Wazirpur, New Delhi-110028  
 Email: [insurance.care@mahindra.com](mailto:insurance.care@mahindra.com) Toll Free No: 1800 266 2626, Mon to Sat from 10:00 AM  
 License Code No: 261 & Validity: 12-05-2019 CIN: U65909MH1987PL142669

Branch : BAREILLY, PREM NAGAR

To,  
KIRAN SETH & ANIL KUMAR SETH  
29-M.I.G MUMFORDGANJ,  
ALLAHABAD,  
BAREILLY,  
UTTAR PRADESH,  
India,  
Pincode : 211002

Date : 28, 06, 2019

Dear Sir / Madam,

**YOUR APPLICATION FOR -CAR LOAN - SANCTION LETTER**

We are pleased to inform that we have sanctioned a Vehicle Loan of Rs.700000.00 in your favour For Tie up arrangement with car manufacturer/ dealer on the undernoted terms & conditions.

Sanction Terms							
Sanction Loan Amount	Rs.700000.00						
Rate of Interest	9.05 %						
Type of Interest	Floating						
Margin (%)	0.00 %						
Repayment Tenor	60 months						
Holiday / Moratorium period	0 months	Amt. of EMI *	Rs.14548.00				
Documentation & Processing fee	Rs.0.00	Credit Information Report Charges	Rs.257.24				
Security	Primary	Hypothecation of Vehicle	<table border="1"> <tr> <td>Maker</td> <td>MAHI</td> </tr> <tr> <td>Model</td> <td>xuv 500 w9</td> </tr> </table>	Maker	MAHI	Model	xuv 500 w9
	Maker	MAHI					
	Model	xuv 500 w9					
Collateral	NIL						
Guarantor							
Prepayment Penalty	NIL						
Penal Interest, if any	In case of default in repayment of loan/non compliance of terms & conditions the borrower shall be liable to pay penal interest of 2% on the default/irregular amount.						

\* is subject to change from time to time.

The above sanction is, however, subject to

- Execution of Loan documents as per Banks format & guidelines;
- The ROI/EMI is subject to change from time to time;
- The above sanction shall be valid for a period of six months from the date of issue of the sanction letter.

**i. General Terms & Conditions**

- The sanction is valid for six months from the date of sanction. Facilities not availed within the above period shall be treated as lapsed.
- The Bank, however reserves the right to withdraw all or in part or any of the sanctioned loan even before expiry of the said period of 6 months.
- The sanction shall be cancelled in case of incorrect certification by the borrowers.
- The rate of interest and margin are subject to change from time to time at Bank's discretion.
- The loan under consideration shall be released by the Bank only after acceptance and compliance of bank's terms of sanction.

*Anil Seth*