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Example Topic: Recovery of Unpaid Personal Loan

Prepared for: RXXan MXXhoXXa

Matter: Recovery of Rs. 1,50,000 Personal Loan, together with Interest and Cost of Notice

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About This Educational Brief

This Educational Brief accompanies the Legal Notice prepared on your instructions for recovery of the personal loan of Rs. 1,50,000/- extended by RXXan MXXhoXXa to ViXXXX SaXXXX. Its purpose is to explain, in plain language, the legal basis for the claim made in the Legal Notice, the statutory provisions and judicial decisions that support it, and what can reasonably be expected at each stage if the matter proceeds further. It is provided free of charge with every Drafting Order.

Drafted by Lexovia's research team.

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This Brief is organised into seven parts. Parts A and B explain why the loan is a valid, binding obligation even without a signed agreement. Part C addresses the WhatsApp messages as evidence. Part D explains the interest claimed. Part E addresses the limitation period within which a suit could be filed. Part F explains what happens if the notice is not complied with. Part G explains why the Legal Notice does not allege any criminal offence.

Part A — Why the Loan Is a Valid and Binding Obligation, Even Without a Signed Agreement

RXXan MXXhoXXa has told us that ViXXXX SaXXXX borrowed Rs. 1,50,000/- in March 2026, that no separate written loan agreement was ever signed, and that the loan and its repayment terms were instead confirmed over WhatsApp. This Part explains why the absence of a signed document does not weaken the claim.

A.1 — Statute: Section 10, Indian Contract Act, 1872

The starting point is Section 10 of the Indian Contract Act, 1872, which defines what makes an agreement a binding contract in Indian law.

> *"All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void. Nothing herein contained shall affect any law in force in India and not hereby expressly repealed by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents."*

Source: Section 10, Indian Contract Act, 1872.

IN SIMPLE TERMS

In plain terms, Section 10 tells us that an agreement becomes a legally binding contract once four things are present: free consent, parties who are legally competent to contract, a lawful consideration (something of value exchanged), and a lawful object (the purpose of the agreement must itself be legal). Nothing in this list requires the agreement to be in writing or signed -- a written document is required only where some other specific law says so for that particular kind of transaction. An ordinary personal loan is not one of those transactions.

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आसान शब्दों में

आसान भाषा में कहें तो, धारा 10 यह बताती है कि कोई भी समझौता तभी कानूनी रूप से बाध्यकारी अनुबंध (कॉन्ट्रैक्ट) बनता है, जब उसमें चार बातें हों: दोनों पक्षों की खुली और आज़ाद मर्ज़ी, दोनों पक्षों का कानूनी रूप से अनुबंध करने के लायक होना, कोई सही-वैध बदला (यानी कुछ न कुछ कीमती चीज़ का लेन-देन), और मकसद का कानूनी होना। इस लिस्ट में कहीं भी यह नहीं लिखा कि समझौता लिखित या साइन किया हुआ होना चाहिए — लिखित दस्तावेज़ तभी ज़रूरी है जब किसी खास कानून में उस तरह के लेन-देन के लिए ऐसा साफ-साफ कहा गया हो। एक आम पर्सनल लोन ऐसे लेन-देन में शामिल नहीं आता।

HOW THIS APPLIES TO YOUR CASE

On the facts described, all four elements of Section 10 appear to be present: RXXan MXXhoXXa and ViXXXX SaXXXX both freely agreed to the loan (ViXXXX SaXXXX approached RXXan MXXhoXXa and asked for the money, and RXXan MXXhoXXa agreed to lend it); both were legally competent adults; the consideration was the Rs. 1,50,000/- itself, advanced in exchange for ViXXXX SaXXXX's promise to repay it within three months; and lending and repaying money is, of course, a lawful object. No law requires a personal loan of this kind to be reduced to a signed written agreement. The absence of a signed document therefore does not, by itself, prevent a valid and binding loan agreement from having come into existence.

यह आपके मामले पर कैसे लागू होता है

इन तथ्यों के मुताबिक, धारा 10 की चारों शर्तें पूरी होती दिख रही हैं: RXXan MXXhoXXa और ViXXXX SaXXXX दोनों अपनी खुली मर्ज़ी से लोन के लिए राज़ी हुए (ViXXXX SaXXXX ने RXXan MXXhoXXa से पैसे मांगे, और RXXan MXXhoXXa ने उधार देने के लिए हामी भरी); दोनों कानूनी रूप से बालिग और सक्षम थे; बदले में Rs. 1,50,000/- की रकम दी गई, जिसके एवज़ में ViXXXX SaXXXX ने तीन महीने में पैसे लौटाने का वादा किया; और पैसे उधार देना-लेना एक बिल्कुल कानूनी मकसद है। किसी भी कानून में यह नहीं लिखा कि इस तरह के पर्सनल लोन के लिए साइन किया हुआ लिखित एग्रीमेंट ज़रूरी है। इसलिए सिर्फ साइन किए गए दस्तावेज़ के न होने से यह नहीं माना जा सकता कि कोई वैध और बाध्यकारी लोन एग्रीमेंट बना ही नहीं।

Illustration

A lends B a sum of money after B asks for it and promises, in a text message, to repay it within a fixed period. Even though A and B never sign a formal loan agreement, a binding contract exists between them the moment A advances the money in reliance on B's promise, because all of Section 10's requirements -- free consent, competency, lawful consideration, and lawful object -- are satisfied.

उदाहरण

मान लीजिए A, B को कुछ पैसे उधार देता है, जब B ने मांगे और टेक्स्ट मैसेज में एक तय समय के अंदर लौटाने का वादा किया। भले ही A और B ने कभी कोई औपचारिक लिखित लोन एग्रीमेंट साइन नहीं किया, फिर भी जिस पल A ने B के वादे पर भरोसा करके पैसे दिए, उसी पल दोनों के बीच एक बाध्यकारी अनुबंध बन जाता है — क्योंकि धारा 10 की सभी शर्तें, यानी खुली मर्ज़ी, सक्षमता, वैध बदला और कानूनी मकसद, पूरी हो जाती हैं।

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A.2 — Judgment: Aloka Bose v. Parmatma Devi & Ors. (Supreme Court, 17 December 2008)

The Supreme Court has directly confirmed that an oral or informally-recorded agreement carries the same binding force, under Section 10, as a signed written one -- in a case concerning an agreement to sell immovable property, an area where the requirement for formality is, if anything, considerably higher than for an ordinary personal loan. The Court held:

PARA 7, [2008] 17 SCR 822, AT P. 830

"An agreement of sale comes into existence when the vendor agrees to sell and the purchaser agrees to purchase, for an agreed consideration on agreed terms. It can be oral. It can be by exchange of communications which may or may not be signed. It may be by a single document signed by both parties. It can also be by a document in two parts, each party signing one copy and then exchanging the signed copy as a consequence of which the purchaser has the copy signed by the vendor and a vendor has a copy signed by the purchaser. Or it can be by the vendor executing the document and delivering it to the purchaser who accepts it. Section 10 of the Act provides all agreements are contracts if they are made by the free consent by the parties competent to contract, for a lawful consideration and with a lawful object, and are not expressly declared to be void under the provisions of the Contract Act. The proviso to section 10 of the Act makes it clear that the section will not apply to contracts which are required to be made in writing or in the presence of witnesses or any law relating to registration of documents. Our attention has not been drawn to any law applicable in Bihar at the relevant time, which requires an agreement of sale to be made in writing or in the presence of witnesses or to be registered. Therefore, even an oral agreement to sell is valid. Also, a written agreement signed by one of the parties, if it evidences such an oral agreement will also be valid."

Source: Aloka Bose v. Parmatma Devi & Ors., Civil Appeal No. 6197 of 2000, [2008] 17 SCR 822, Supreme Court of India, decided 17 December 2008 (R.V. Raveendran and P. Sathasivam, JJ.). Verified copy obtained from the Supreme Court of India's own official judgment records.

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IN SIMPLE TERMS

This passage confirms that under Section 10, a valid contract can be formed orally, or through an exchange of unsigned communications, and does not require a single, formally signed document. The Court expressly says a written record -- even one signed by only one party -- is valid so long as it genuinely evidences the oral agreement that was already reached.

आसान शब्दों में

यह हिस्सा यह पुष्टि करता है कि धारा 10 के तहत, कोई वैध अनुबंध मौखिक रूप से या बिना साइन किए मैसेजों के आदान-प्रदान से भी बन सकता है, और इसके लिए एक ही साइन किया हुआ दस्तावेज़ ज़रूरी नहीं है। कोर्ट साफ कहता है कि लिखित रिकॉर्ड — भले ही उस पर सिर्फ एक ही पक्ष का साइन हो — तब भी वैध माना जाएगा, अगर वह सच में उस मौखिक समझौते को दिखाता है जो पहले ही हो चुका था।

HOW THIS APPLIES TO YOUR CASE

If the law treats even an agreement to sell immovable property (a transaction where formality is normally expected) as validly concluded without a signed instrument, the same reasoning applies with at least equal force to a straightforward personal loan. The WhatsApp exchange between RXXan MXXhoXXa and ViXXXX SaXXXX, in which the loan and the three-month repayment term were confirmed, is exactly the kind of "exchange of communications" this judgment recognises as capable of evidencing a binding, concluded agreement.

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यह आपके मामले पर कैसे लागू होता है

अगर कानून, अचल संपत्ति बेचने जैसे मामले में भी (जहां आम तौर पर औपचारिकता की उम्मीद की जाती है) बिना साइन किए दस्तावेज़ के समझौते को वैध मानता है, तो यही तर्क एक सीधे-सादे पर्सनल लोन पर तो और भी ज़्यादा लागू होता है। RXXan MXXhoXXa और ViXXXX SaXXXX के बीच हुई WhatsApp बातचीत, जिसमें लोन और तीन महीने में पैसे लौटाने की शर्त तय हुई थी, बिल्कुल वैसा ही मैसेजों का आदान-प्रदान है, जिसे यह फैसला एक बाध्यकारी और पूरा हो चुका समझौता साबित करने के लिए काफी मानता है।

Illustration

A and B exchange text messages in which A agrees to sell his motorcycle to B for a fixed price, and B agrees to buy it on those terms. Neither of them signs a written agreement of sale. If B later claims no agreement was ever reached, A can rely on the message exchange itself to show that a valid, binding agreement of sale came into existence the moment A agreed to sell and B agreed to buy on agreed terms -- a signature on a single document is not required.

उदाहरण

मान लीजिए A और B आपस में टेक्स्ट मैसेज भेजते हैं, जिसमें A अपनी मोटरसाइकिल एक तय कीमत पर B को बेचने के लिए राज़ी होता है, और B उन्हीं शर्तों पर उसे खरीदने के लिए राज़ी होता है। दोनों में से कोई भी बिक्री का लिखित एग्रीमेंट साइन नहीं करता। अगर बाद में B यह कहे कि कोई समझौता हुआ ही नहीं था, तो A उसी मैसेज के आदान-प्रदान के आधार पर यह दिखा सकता है कि जिस पल A बेचने और B तय शर्तों पर खरीदने के लिए राज़ी हुआ, उसी पल एक वैध और बाध्यकारी बिक्री समझौता बन गया था — इसके लिए किसी एक दस्तावेज़ पर साइन ज़रूरी नहीं है।

Part B — A Fallback Position: Section 70 of the Contract Act

Part A above shows that the claim rests on a valid, concluded contract under Section 10. Even if, for the sake of argument, a court were ever to take the view that no formally concluded contract existed on these facts, the law provides a second, independent route to the same result: Section 70 of the Indian Contract Act, which prevents a person from keeping the benefit of money or property received, without paying for it, merely because no formal contract can be shown.

B.1 — Statute: Section 70, Indian Contract Act, 1872

> *"Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation to the former in respect of, or to restore, the thing so done or delivered."*

Source: Section 70, Indian Contract Act, 1872.

IN SIMPLE TERMS

Section 70 applies where one person does something, or delivers something, for another person -- not intending it as a gift -- and the other person accepts and keeps the benefit of it. In that situation, the law itself creates an obligation to pay for, or return, what was received, even without a separate contract governing the transaction.

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आसान शब्दों में

धारा 70 तब लागू होती है जब कोई व्यक्ति किसी दूसरे व्यक्ति के लिए कुछ करता है, या कुछ देता है — बिना यह मंशा रखे कि यह कोई तोहफा है — और दूसरा व्यक्ति उसे स्वीकार करके उसका फायदा उठाता है। ऐसी हालत में, कानून खुद ही यह ज़िम्मेदारी बना देता है कि जो चीज़ मिली है, उसके लिए भुगतान करना होगा या उसे लौटाना होगा, भले ही उस लेन-देन के लिए कोई अलग अनुबंध मौजूद न हो।

HOW THIS APPLIES TO YOUR CASE

RXXan MXXhoXXa transferred Rs. 1,50,000/- to ViXXXX SaXXXX, plainly not as a gift, but as a loan expected to be repaid; ViXXXX SaXXXX accepted and used that money. Even if a court, contrary to Part A's analysis, found that no fully concluded loan contract existed, Section 70 would independently oblige ViXXXX SaXXXX to compensate RXXan MXXhoXXa for the sum received and retained.

यह आपके मामले पर कैसे लागू होता है

RXXan MXXhoXXa ने Rs. 1,50,000/- ViXXXX SaXXXX को दिए, जो साफ तौर पर कोई तोहफा नहीं था, बल्कि एक लोन था जिसे लौटाया जाना था; ViXXXX SaXXXX ने वह पैसा स्वीकार किया और इस्तेमाल भी किया। भाग A के विश्लेषण के उलट अगर कोई कोर्ट यह भी मान ले कि कोई पूरा हो चुका लोन अनुबंध नहीं बना था, तब भी धारा 70 के तहत ViXXXX SaXXXX पर यह ज़िम्मेदारी बनती है कि वह RXXan MXXhoXXa को मिली और रखी गई रकम की भरपाई करे।

Illustration

A tradesman mistakenly leaves goods at a neighbour's house; the neighbour treats the goods as his own and keeps them. Even though there was never any agreement between them for a sale, the neighbour is bound under Section 70 to pay the tradesman for the goods knowingly kept and used.

उदाहरण

मान लीजिए एक दुकानदार गलती से अपना सामान पड़ोसी के घर छोड़ जाता है; पड़ोसी उस सामान को अपना मानकर रख लेता है। भले ही उन दोनों के बीच बिक्री का कोई समझौता कभी नहीं हुआ, फिर भी धारा 70 के तहत पड़ोसी की ज़िम्मेदारी बनती है कि वह उस सामान के लिए दुकानदार को पैसे दे, जिसे उसने जान-बूझकर रखा और इस्तेमाल किया।

B.2 — Judgment: State of West Bengal v. B.K. Mondal and Sons (Supreme Court, 5 December 1961)

The Supreme Court explained the underlying principle of Section 70 at length:

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AIR 1962 SC 779, AT PP. 897-898

"There is no doubt that the thing delivered or done must not be delivered or done fraudulently or dishonestly nor must it be delivered or done gratuitously. Section 70 is not intended to entertain claims for compensation made by persons who officiously interfere with the affairs of another or who impose on others services not desired by them. Section 70 deals with cases where a person does a thing for another not intending to act gratuitously and the other enjoys it. It is thus clear that when a thing is delivered or done by one person it must be open to the other person to reject it. Therefore, the acceptance and enjoyment of the thing delivered or done which is the basis for the claim for compensation under s. 70 must be voluntary. It would thus be noticed that this requirement affords sufficient and effective safeguard against spurious claims based on unauthorised acts. If the act done by the respondent was unauthorised and spurious the appellant could have easily refused to accept the said act and then the respondent would not have been able to make a claim for compensation. It is unnecessary to repeat that in cases falling under s. 70 there is no scope for claims for specific performance or for damages for breach of contract. In the very nature of things claims for compensation are based on the footing that there has been no contract and that the conduct of the parties in relation to what is delivered or done creates a relationship resembling that arising out of contract."

Source: State of West Bengal v. M/S. B.K. Mondal and Sons, AIR 1962 SC 779; 1962 SCR Supl. (1) 876, Supreme Court of India, Civil Appeal No. 286 of 1958, decided 5 December 1961 (Gajendragadkar, Sarkar, Wanchoo, Das Gupta and Ayyangar, JJ.). Verified copy obtained from the Supreme Court of India's own official judgment records.

IN SIMPLE TERMS

The Court identifies the two safeguards built into Section 70: what was delivered must not have been given fraudulently, dishonestly, or as a gift; and the person who received it must have voluntarily accepted and enjoyed the benefit, rather than having it forced upon them. Where both are satisfied, the law treats the relationship as one "resembling that arising out of contract," even in the complete absence of a contract.

आसान शब्दों में

कोर्ट धारा 70 में मौजूद दो ज़रूरी शर्तों की पहचान करता है: जो चीज़ दी गई है, वह धोखे से, बेईमानी से या तोहफे के तौर पर नहीं दी गई हो; और जिस व्यक्ति को वह मिली है, उसने खुद अपनी मर्ज़ी से उसे स्वीकार किया हो और उसका फायदा उठाया हो, न कि यह उस पर ज़बरदस्ती थोपा गया हो। जब ये दोनों शर्तें पूरी होती हैं, तो कानून उस रिश्ते को अनुबंध जैसा मानता है, भले ही असल में कोई अनुबंध मौजूद ही न हो।

HOW THIS APPLIES TO YOUR CASE

On these facts, RXXan MXXhoXXa delivered the Rs. 1,50,000/- neither fraudulently, dishonestly, nor gratuitously -- it was lent, with repayment expected. ViXXXX SaXXXX voluntarily requested, accepted, and has continued to enjoy the benefit of that money ever since. Both of the Court's safeguards are satisfied, reinforcing that a claim for compensation under Section 70 would succeed even on the fallback footing that no concluded loan contract could be shown.

यह आपके मामले पर कैसे लागू होता है

इन तथ्यों में, RXXan MXXhoXXa ने Rs. 1,50,000/- न तो धोखे से, न बेईमानी से, और न ही मुफ्त में दिए — यह पैसा उधार के तौर पर दिया गया था, जिसे लौटाया जाना था। ViXXXX SaXXXX ने खुद अपनी मर्ज़ी से यह पैसा मांगा, स्वीकार किया, और तभी से लगातार इसका फायदा उठाता रहा है। कोर्ट की दोनों शर्तें पूरी होती हैं, जिससे यह और पुख्ता होता है कि भले ही यह साबित न हो पाए कि कोई पूरा हो चुका लोन अनुबंध बना था, तब भी धारा 70 के तहत भरपाई का दावा सफल होगा।

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Illustration

A person pays a hospital bill on behalf of a family member who is unable to pay it themselves, without any prior agreement to do so, and the family member later recovers and does nothing to object to or return the payment at the time. The family member cannot later argue that, because there was no formal agreement to reimburse the payer, nothing is owed -- the law treats the benefit knowingly accepted as itself creating the obligation to pay it back.

उदाहरण

मान लीजिए एक व्यक्ति अपने परिवार के किसी सदस्य का अस्पताल का बिल भर देता है, जो उस वक्त खुद वह रकम नहीं चुका सकता, और यह सब बिना किसी पहले से हुए समझौते के होता है। बाद में जब वह सदस्य ठीक हो जाता है, तो उस वक्त वह इस भुगतान पर न कोई एतराज़ करता है, न उसे लौटाने की कोशिश करता है। ऐसे में वह सदस्य बाद में यह नहीं कह सकता कि चूंकि पैसे लौटाने का कोई औपचारिक समझौता नहीं था, इसलिए उस पर कुछ बकाया ही नहीं है — कानून यह मानता है कि जान-बूझकर स्वीकार किया गया फायदा खुद ही उसे लौटाने की ज़िम्मेदारी बना देता है।

Part C — Using the WhatsApp Messages as Evidence

Because the WhatsApp exchange is the principal record of the loan and its terms, this Part explains, in general terms, how such electronic evidence is treated in Indian law -- relevant chiefly to what would be needed if this matter were ever to proceed to a court hearing, rather than to the Legal Notice itself, which rests on RXXan MXXhoXXa's own good-faith account of what was agreed.

C.1 — Statute: Sections 61 to 63, Bharatiya Sakshya Adhiniyam, 2023

The law currently in force governing the admissibility of electronic records such as WhatsApp messages is the Bharatiya Sakshya Adhiniyam, 2023, which replaced the Indian Evidence Act, 1872 with effect from 1 July 2024.

SECTION 61

"Nothing in this Adhiniyam shall apply to deny the admissibility of an electronic or digital record in the evidence on the ground that it is an electronic or digital record and such record shall, subject to section 63, have the same legal effect, validity and enforceability as other document."

Source: Section 61, Bharatiya Sakshya Adhiniyam, 2023.

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SECTION 63(1)-(2)

"Notwithstanding anything contained in this Adhiniyam, any information contained in an electronic record which is printed on paper, stored, recorded or copied in optical or magnetic media or semiconductor memory which is produced by a computer or any communication device or otherwise stored, recorded or copied in any electronic form (hereinafter referred to as the computer output) shall be deemed to be also a document, if the conditions mentioned in this section are satisfied in relation to the information and computer in question and shall be admissible in any proceedings, without further proof or production of the original, as evidence or any contents of the original or of any fact stated therein of which direct evidence would be admissible. The conditions referred to in sub-section (1) in respect of a computer output shall be the following, namely:-- (a) the computer output containing the information was produced by the computer or communication device during the period over which the computer or communication device was used regularly to create, store or process information for the purposes of any activity regularly carried on over that period by the person having lawful control over the use of the computer or communication device; (b) during the said period, information of the kind contained in the electronic record or of the kind from which the information so contained is derived was regularly fed into the computer or communication device in the ordinary course of the said activities; (c) throughout the material part of the said period, the computer or communication device was operating properly or, if not, then in respect of any period in which it was not operating properly or was out of operation during that part of the period, was not such as to affect the electronic record or the accuracy of its contents; and (d) the information contained in the electronic record reproduces or is derived from such information fed into the computer or communication device in the ordinary course of the said activities."

Source: Section 63(1)-(2), Bharatiya Sakshya Adhiniyam, 2023.

SECTION 63(4)

"In any proceeding where it is desired to give a statement in evidence by virtue of this section, a certificate doing any of the following things shall be submitted along with the electronic record at each instance where it is being submitted for admission, namely:-- (a) identifying the electronic record containing the statement and describing the manner in which it was produced; (b) giving such particulars of any device involved in the production of that electronic record as may be appropriate for the purpose of showing that the electronic record was produced by a computer or a communication device referred to in clauses (a) to (e) of sub-section (3); (c) dealing with any of the matters to which the conditions mentioned in sub-section (2) relate, and purporting to be signed by a person in charge of the computer or communication device or the management of the relevant activities (whichever is appropriate) and an expert shall be evidence of any matter stated in the certificate; and for the purposes of this sub-section it shall be sufficient for a matter to be stated to the best of the knowledge and belief of the person stating it in the certificate specified in the Schedule."

Note (Section 63(3), for context, not separately reproduced above): this sub-section explains that where the same electronic activity was carried out over time using more than one linked computer or communication device -- whether standalone, on a computer network, on a shared computer resource, or through an intermediary -- all such devices are treated together as a single "computer or communication device" for the purposes of this section. This is the sub-section that Section 63(4)(b) above refers to.

Source: Section 63(4), Bharatiya Sakshya Adhiniyam, 2023.

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IN SIMPLE TERMS

Taken together, these sections mean that a WhatsApp export -- like any other "computer output" -- is admissible in court proceedings without needing to produce the original device, but only if the four conditions in Section 63(2) are met and a certificate under Section 63(4) is furnished at the time the record is submitted, identifying the device and confirming those conditions.

आसान शब्दों में

इन सभी धाराओं को साथ में पढ़ें तो मतलब यह निकलता है कि WhatsApp की एक्सपोर्ट की गई कॉपी — किसी भी दूसरे कंप्यूटर आउटपुट की तरह — कोर्ट में असली डिवाइस पेश किए बिना भी सबूत के तौर पर मान्य होती है, लेकिन सिर्फ तभी जब धारा 63(2) की चारों शर्तें पूरी हों और वह रिकॉर्ड पेश करते वक्त धारा 63(4) के तहत एक सर्टिफिकेट भी साथ में दिया जाए, जिसमें डिवाइस की पहचान बताई गई हो और इन शर्तों की पुष्टि की गई हो।

HOW THIS APPLIES TO YOUR CASE

The WhatsApp export of the loan discussion between RXXan MXXhoXXa and ViXXXX SaXXXX is exactly this kind of "computer output." For the Legal Notice itself, this is not a present requirement -- the notice proceeds on RXXan MXXhoXXa's own good-faith account of events. It becomes directly relevant only if the matter is not resolved and proceeds to a civil suit, at which point a Section 63(4) certificate would ordinarily need to be furnished for the WhatsApp export to be formally proved.

यह आपके मामले पर कैसे लागू होता है

RXXan MXXhoXXa और ViXXXX SaXXXX के बीच हुई लोन से जुड़ी WhatsApp बातचीत की एक्सपोर्ट कॉपी ठीक इसी तरह का कंप्यूटर आउटपुट है। खुद लीगल नोटिस के लिए फिलहाल इसकी ज़रूरत नहीं है — यह नोटिस RXXan MXXhoXXa के अपने ईमानदार बयान के आधार पर भेजा जा रहा है। इसकी असल ज़रूरत तभी पड़ेगी जब यह मामला सुलझ न पाए और सिविल सूट तक पहुंचे, तब WhatsApp एक्सपोर्ट को औपचारिक रूप से साबित करने के लिए आम तौर पर धारा 63(4) का सर्टिफिकेट देना होगा।

Illustration

A shopkeeper wants to rely on an SMS confirming a customer's order in a later dispute over payment. The SMS export, on its own, is treated as a "computer output" -- admissible without producing the original phone, provided the shopkeeper furnishes a certificate confirming how and when the message was created and that the phone was working properly and used regularly for that kind of activity at the relevant time.

उदाहरण

मान लीजिए एक दुकानदार बाद में किसी भुगतान विवाद में किसी ग्राहक के ऑर्डर की पुष्टि करने वाले SMS पर भरोसा करना चाहता है। यह SMS की एक्सपोर्ट कॉपी, अपने आप में, एक कंप्यूटर आउटपुट मानी जाती है — यानी असली फोन पेश किए बिना भी मान्य होती है, बशर्ते दुकानदार एक सर्टिफिकेट दे, जिसमें यह बताया गया हो कि मैसेज कब और कैसे बना, और उस वक्त फोन सही से काम कर रहा था और उस तरह की गतिविधि के लिए नियमित रूप से इस्तेमाल हो रहा था।

C.2 — Judgment: Arjun Panditrao Khotkar v. Kailash Kushanrao Gorantyal & Ors. (Supreme Court, 14 July 2020)

The Supreme Court has also clarified an important practical alternative to furnishing a certificate -- a point directly relevant here, since RXXan MXXhoXXa owns the phone on which the WhatsApp messages were exchanged. This judgment interpreted Section 65B(4) of the (now-repealed) Indian Evidence Act, 1872, worded in materially the same terms as Section 63(4) of the Bharatiya Sakshya Adhiniyam, 2023 discussed above, so its reasoning applies equally to Section 63(4):

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PARA 72(B)

"The clarification referred to above is that the required certificate under Section 65B(4) is unnecessary if the original document itself is produced. This can be done by the owner of a laptop computer, computer tablet or even a mobile phone, by stepping into the witness box and proving that the concerned device, on which the original information is first stored, is owned and/or operated by him."

Source: Arjun Panditrao Khotkar v. Kailash Kushanrao Gorantyal & Ors., (2020) 7 SCC 1, Civil Appeal Nos. 20825-20826 of 2017, Supreme Court of India, decided 14 July 2020 (three-judge Bench). Verified copy obtained from the Supreme Court of India's own official judgment records.

IN SIMPLE TERMS

This means a certificate is not the only route to using the WhatsApp export in court. As the owner of the phone on which the messages were exchanged, RXXan MXXhoXXa could instead personally give evidence -- "stepping into the witness box" -- that the phone is his or hers, that it was operated by him or her, and that the messages were stored on it as claimed, without needing anyone else to sign a certificate.

आसान शब्दों में

इसका मतलब है कि कोर्ट में WhatsApp एक्सपोर्ट का इस्तेमाल करने का रास्ता सिर्फ सर्टिफिकेट देना ही नहीं है। जिस फोन पर मैसेज हुए, उसके मालिक होने के नाते RXXan MXXhoXXa खुद गवाही दे सकता है — यानी खुद कठघरे में जाकर — कि वह फोन उसी का है, वही उसे चलाता है, और जिन मैसेजों की बात हो रही है वे उसी में सेव हैं, और इसके लिए किसी और से सर्टिफिकेट साइन कराने की ज़रूरत नहीं है।

HOW THIS APPLIES TO YOUR CASE

If this matter proceeds to a suit, RXXan MXXhoXXa would have a genuine, practical alternative to the Section 63(4) certificate route: giving evidence personally, as the phone's owner and operator, that the WhatsApp export is a true and accurate record of the messages exchanged with ViXXXX SaXXXX.

यह आपके मामले पर कैसे लागू होता है

अगर यह मामला किसी सूट तक पहुंचता है, तो RXXan MXXhoXXa के पास धारा 63(4) के सर्टिफिकेट के रास्ते के अलावा एक और सीधा और व्यावहारिक विकल्प होगा: फोन के मालिक और उसे चलाने वाले के तौर पर खुद गवाही देना कि WhatsApp एक्सपोर्ट, ViXXXX SaXXXX के साथ हुई बातचीत का सही और सटीक रिकॉर्ड है।

Illustration

A person wants to rely on messages from their own WhatsApp account as evidence, and produces their own phone with the original conversation still on it, rather than a printed copy or screenshot. Because the original electronic record itself -- not a computer-generated copy of it -- is being produced, no Section 65B(4) certificate is required at all; the certificate requirement applies only to secondary evidence such as a printout, not to the original record itself.

उदाहरण

मान लीजिए कोई व्यक्ति अपने ही WhatsApp अकाउंट के मैसेज सबूत के तौर पर पेश करना चाहता है, और इसके लिए वह प्रिंट की हुई कॉपी या स्क्रीनशॉट की बजाय अपना असली फोन पेश करता है, जिसमें असली बातचीत अब भी मौजूद है। चूंकि यहां असली इलेक्ट्रॉनिक रिकॉर्ड खुद पेश किया जा रहा है — न कि उसकी कंप्यूटर से बनाई गई कोई कॉपी — इसलिए धारा 65बी(4) का कोई सर्टिफिकेट देने की ज़रूरत ही नहीं है; सर्टिफिकेट की शर्त सिर्फ प्रिंटआउट जैसे द्वितीयक सबूत पर लागू होती है, असली रिकॉर्ड पर नहीं।

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Part D — Interest on the Amount Claimed

The Legal Notice claims interest at 10% per annum on the principal sum, running from 10.06.2026 (the agreed due date) until payment. This Part explains the legal basis for claiming interest, and specifically for the date from which it is claimed.

D.1 — Statute: Section 73, Indian Contract Act, 1872

> *"When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach."*

Source: Section 73, Indian Contract Act, 1872.

IN SIMPLE TERMS

Section 73 entitles a party who suffers from another's breach of contract to compensation for the loss that naturally results from that breach. It does not, by itself, fix any particular figure or rate -- it simply establishes the right to be compensated for the loss actually caused.

आसान शब्दों में

धारा 73 उस पक्ष को हक देती है जिसे दूसरे पक्ष के अनुबंध तोड़ने से नुकसान हुआ हो, कि उसे उस नुकसान की भरपाई मिले जो उस टूटने से सीधे-सीधे हुआ हो। यह खुद कोई तय रकम या दर नहीं बताती — यह बस इतना तय करती है कि हुए असली नुकसान की भरपाई का हक है।

HOW THIS APPLIES TO YOUR CASE

ViXXXX SaXXXX's failure to repay the loan by the agreed due date of 10.06.2026 is the breach; the loss naturally flowing from it is RXXan MXXhoXXa being kept out of the use of Rs. 1,50,000/- for the period the money remains unpaid. Interest is the ordinary and well-recognised way of quantifying that loss. Importantly, no breach existed before 10.06.2026 -- that was the agreed, interest-free term of the loan itself -- so the loss, and the interest measuring it, is properly claimed from the due date of default onward, not from the date the loan was first advanced.

यह आपके मामले पर कैसे लागू होता है

ViXXXX SaXXXX का 10.06.2026 की तय तारीख तक लोन न लौटाना ही अनुबंध का टूटना है; इससे सीधे जो नुकसान हुआ, वह यह है कि RXXan MXXhoXXa जितने समय तक पैसा नहीं लौटाया गया, उतने समय तक Rs. 1,50,000/- का इस्तेमाल नहीं कर पाया। ब्याज इसी नुकसान को नापने का सामान्य और मान्य तरीका है। यह ध्यान देने वाली बात है कि 10.06.2026 से पहले कोई भी अनुबंध नहीं टूटा था — यह लोन की तय, बिना ब्याज वाली अवधि थी — इसलिए नुकसान, और उसे नापने वाला ब्याज, सही तरीके से चूक की तारीख से माँगा जा रहा है, न कि उस तारीख से जब लोन पहली बार दिया गया था।

Illustration

A supplier agrees to deliver goods to a buyer within 30 days of payment, and delivers 90 days late. The buyer's loss -- measured, for instance, by the cost of arranging a substitute supply in the meantime -- is calculated from the point the 30-day period expired and the breach occurred, not from the date of the original payment.

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मान लीजिए एक सप्लायर, खरीदार को भुगतान मिलने के 30 दिन के अंदर सामान पहुंचाने के लिए राज़ी होता है, लेकिन सामान 90 दिन देर से पहुंचाता है। खरीदार का नुकसान — जिसे, मिसाल के तौर पर, उस दौरान कहीं और से सामान मंगवाने की लागत से नापा जा सकता है — 30 दिन की अवधि खत्म होने और अनुबंध टूटने की तारीख से गिना जाता है, न कि उस मूल भुगतान की तारीख से।

D.2 — Judgment: B.V. Radha Krishna v. Sponge Iron India Ltd. (Supreme Court, 4 March 1997)

This judgment addresses precisely which date interest should be claimed from, once a party decides to name a specific rate and starting date in a demand notice. The appellant's own demand notice, dated 14.6.1984, had claimed interest at the rate of 21% per annum from 1.4.1983 till payment -- naming an earlier date than the notice's own issuance date. The High Court had restricted interest to running only from the date of the notice itself; the Supreme Court held this was wrong, applying Section 3(1)(b) of the Interest Act, 1978, which the judgment itself reproduces:

SECTION 3(1)(B), INTEREST ACT, 1978, AS REPRODUCED IN THE JUDGMENT

"3. Power of court to allow interest.-- (1) In any proceedings for the recovery of any debt or damages or in any proceedings in which a claim for interest in respect of any debt or damages already paid is made, the Court may, if it thinks fit, allow interest to the person entitled to the debt or damages or to the person making such claim, as the case may be, at a rate not exceeding the current rate of interest, for the whole or part of the following period, that is to say,-- (a) ..... (b) if the proceedings do not relate to any such debt, then, from the date mentioned in this regard in a written notice given by the person entitled or the person making the claim to the person liable that interest will be claimed, to the date of institution of the proceedings."

Source: Section 3(1)(b), Interest Act, 1978, as reproduced and applied in B.V. Radha Krishna v. Sponge Iron India Ltd., (1997) 4 SCC 693 / AIR 1997 SC 1324, Supreme Court of India, decided 4 March 1997 (A.M. Ahmadi, CJI, and K. Venkataswami, J.). Clause (a) appears exactly as reproduced in the judgment itself, which did not set it out in full as it was not applicable to the facts before the Court. The Interest Act, 1978 itself was not independently obtainable from an official government source and is relied upon here only as reproduced in this verified judgment text.

[1997] 2 SCR 707, AT P. 717

"In view of this, the learned counsel appearing for the respondent Company could not support the order of the High Court in awarding interest from the date of notice, namely, 14.6.1984 and not from the date mentioned in the notice viz. 1.4.1983. In the result, we set aside the judgment of the High Court and restore the Award of the Arbitrator."

Source: B.V. Radha Krishna v. Sponge Iron India Ltd., (1997) 4 SCC 693 / AIR 1997 SC 1324 / [1997] 2 SCR 707, Supreme Court of India, decided 4 March 1997. Verified copy obtained from the Supreme Court of India's own official judgment records.

IN SIMPLE TERMS

Section 3(1)(b) allows a claimant to fix, in a written demand notice, the specific date from which interest is to run -- a date that need not be the date the notice itself is issued or sent. The Supreme Court held that where a notice names an earlier date, that earlier date governs, not the date of the notice.

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धारा 3(1)(बी) दावा करने वाले को यह अधिकार देती है कि वह अपने लिखित डिमांड नोटिस में वह तारीख खुद तय करे, जिससे ब्याज गिना जाना शुरू हो — और यह तारीख नोटिस जारी होने या भेजे जाने की तारीख होना ज़रूरी नहीं है। सुप्रीम कोर्ट ने कहा कि अगर नोटिस में कोई पहले की तारीख बताई गई हो, तो ब्याज उसी पहले वाली तारीख से गिना जाएगा, न कि नोटिस की तारीख से।

HOW THIS APPLIES TO YOUR CASE

Applying this directly to this matter, the Legal Notice itself names 10.06.2026 -- the date ViXXXX SaXXXX's repayment fell due -- as the date from which the claimed 10% per annum interest is to run, exactly as the notice upheld in this judgment named 1.4.1983 rather than its own issuance date. This is the basis on which the notice can properly claim interest reaching back to the due date, rather than being limited to interest running only from whenever the notice happens to be sent.

यह आपके मामले पर कैसे लागू होता है

इसे सीधे इस मामले पर लागू करें तो, लीगल नोटिस में खुद 10.06.2026 — यानी वह तारीख जिस दिन ViXXXX SaXXXX को पैसे लौटाने थे — को उस तारीख के तौर पर बताया गया है जिससे 10% सालाना ब्याज गिना जाना है, ठीक वैसे ही जैसे इस फैसले में मान्य ठहराए गए नोटिस में अपनी जारी होने की तारीख की बजाय 1.4.1983 बताई गई थी। यही आधार है जिसके चलते नोटिस सही तरीके से चूक की तारीख से ब्याज मांग सकता है, न कि सिर्फ उस तारीख से जिस दिन नोटिस भेजा गया।

Illustration

A creditor sends a demand notice on 1 September stating that interest at a specified rate is claimed "from 1 June" -- the date the debt fell due -- until payment. Even though the notice itself is dated 1 September, the interest properly runs from 1 June, the date the notice specifies, because that is the date the law allows the creditor to fix.

उदाहरण

मान लीजिए एक लेनदार 1 सितंबर को डिमांड नोटिस भेजता है, जिसमें कहा गया है कि तय दर से ब्याज 1 जून से — यानी जिस तारीख को कर्ज़ चुकाना था — भुगतान होने तक मांगा जा रहा है। भले ही नोटिस पर खुद 1 सितंबर की तारीख हो, ब्याज सही तरीके से 1 जून से गिना जाएगा, क्योंकि यह वही तारीख है जो नोटिस में तय की गई है, और कानून लेनदार को यह तारीख खुद चुनने की इजाज़त देता है।

Part E — Limitation Period: How Long the Right to Sue Remains Open

This Part addresses how long RXXan MXXhoXXa would have to file a civil suit for recovery, if the matter is not resolved through this notice. It confirms that no urgent statutory deadline applies here, unlike, for example, cases involving dishonoured cheques.

E.1 — Statute: Schedule I, Articles 19, 21, and 27, Limitation Act, 1963

ARTICLE 19

“For money payable for money lent. Three years. When the loan is made.”

Source: Article 19, Schedule I, Limitation Act, 1963.

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ARTICLE 21

"For money lent under an agreement that it shall be payable on demand. Three years. When the loan is made."

Source: Article 21, Schedule I, Limitation Act, 1963.

ARTICLE 27

"For compensation for breach of a promise to do anything at a specified time, or upon the happening of a specified contingency. Three years. When the time specified arrives or the contingency happens."

Source: Article 27, Schedule I, Limitation Act, 1963.

IN SIMPLE TERMS

The Limitation Act sets out, for different kinds of claims, both the length of the limitation period and the specific date from which it starts running. Articles 19 and 21 both provide a three-year period for suits to recover money lent, running from the date the loan itself was made. Article 27, which covers a promise to do something by a specified time, also provides three years, but running instead from the date that specified time arrives.

आसान शब्दों में

लिमिटेशन एक्ट अलग-अलग तरह के दावों के लिए दो बातें तय करता है — लिमिटेशन पीरियड कितने समय का होगा, और यह किस तारीख से गिना जाना शुरू होगा। आर्टिकल 19 और 21, दोनों ही उधार दिए गए पैसे वापस लेने के मुकदमे के लिए तीन साल का समय देते हैं, जो लोन दिए जाने की तारीख से गिना जाता है। आर्टिकल 27, जो किसी तय समय तक कुछ करने के वादे से जुड़ा है, वह भी तीन साल देता है, लेकिन उसकी गिनती उस तय समय के आने की तारीख से शुरू होती है।

HOW THIS APPLIES TO YOUR CASE

Depending on precisely how the claim is framed, the three-year limitation period would run either from 10.03.2026 (the date the loan was made, under Articles 19/21) or from 10.06.2026 (the date the agreed three-month repayment period expired, under Article 27). Which characterisation a court would adopt is a matter of legal argument that would need to be made at the time a suit is filed, and this Brief does not resolve it definitively. What is clear, and important for RXXan MXXhoXXa's peace of mind, is that under every one of these readings, the limitation period does not expire until sometime in 2029 -- comfortably distant, and confirming there is no urgent statutory deadline bearing on this matter of the kind that applies, for instance, to a cheque-dishonour case under the Negotiable Instruments Act.

यह आपके मामले पर कैसे लागू होता है

दावा किस तरह पेश किया जाता है, उसके हिसाब से तीन साल का लिमिटेशन पीरियड या तो 10.03.2026 (जिस तारीख को लोन दिया गया था, आर्टिकल 19/21 के तहत) से गिना जाएगा, या फिर 10.06.2026 (जिस तारीख को तीन महीने की तय अवधि खत्म हुई, आर्टिकल 27 के तहत) से। कोर्ट किस तरीके को अपनाएगा, यह एक कानूनी बहस का मामला है, जिस पर सूट दायर करते वक्त दलील दी जाएगी, और यह ब्रीफ इसका कोई अंतिम फैसला नहीं देता। जो बात साफ है, और RXXan MXXhoXXa की तसल्ली के लिए ज़रूरी है, वह यह कि इनमें से किसी भी तरीके से देखें, लिमिटेशन पीरियड 2029 से पहले खत्म नहीं होता — यानी काफी दूर की बात है, और यह पक्का करता है कि इस मामले पर कोई ऐसी तुरंत की कानूनी डेडलाइन लागू नहीं होती, जैसी मिसाल के तौर पर नेगोशिएबल इंस्ट्रूमेंट्स एक्ट के तहत चेक बाउंस के मामलों में लागू होती है।

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Illustration

A person lends a friend money in January 2020, with repayment due in January 2021. If the friend never repays, the lender's right to sue does not simply vanish after a short period -- depending on how the claim is framed, the lender generally has three years from either the date of the loan or the date repayment fell due within which to file a suit, a comparatively generous window compared to some other kinds of claims.

उदाहरण

मान लीजिए एक व्यक्ति जनवरी 2020 में अपने दोस्त को पैसे उधार देता है, और पैसे लौटाने की तारीख़ जनवरी 2021 तय होती है। अगर वह दोस्त कभी पैसे नहीं लौटाता, तो लेनदार का मुकदमा करने का हक थोड़े ही समय में खत्म नहीं हो जाता — दावा किस तरह पेश किया जाता है, उसके हिसाब से लेनदार के पास आम तौर पर लोन की तारीख या पैसे लौटाने की तय तारीख, इन दोनों में से किसी एक से तीन साल का समय होता है, जो कुछ दूसरे तरह के दावों के मुकाबले काफी लंबी खिड़की है।

Part F — What Happens if the Notice Is Not Complied With

This Part explains, in general terms, the next steps available to RXXan MXXhoXXa if ViXXXX SaXXXX does not pay within the 15 days given in the Legal Notice.

F.1 — Statute: Order XXXVII, Rule 1, Code of Civil Procedure, 1908

> *"1. Courts and classes of suits to which the Order is to apply.-- ... (2) ... the Order applies to the following classes of suits, namely:-- (a) suits upon bills of exchange, hundies and promissory notes; (b) suits in which the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising,-- (i) on a written contract, or (ii) on an enactment, where the sum sought to be recovered is a fixed sum of money or in the nature of a debt other than a penalty; or (iii) on a guarantee, where the claim against the principal is in respect of a debt or liquidated demand only."*

Source: Order XXXVII, Rule 1, Code of Civil Procedure, 1908.

IN SIMPLE TERMS

Order XXXVII sets out a faster "summary" procedure available for certain money claims, including claims "arising on a written contract," in which a defendant who wishes to contest the claim must first seek the court's permission ("leave to defend") rather than being entitled to defend as of right, as in an ordinary suit.

आसान शब्दों में

ऑर्डर 37 कुछ खास पैसों से जुड़े दावों के लिए एक तेज़ समरी प्रोसीजर तय करता है, जिसमें लिखित अनुबंध से उपजे दावे भी शामिल हैं। इसमें अगर प्रतिवादी (जिसके खिलाफ दावा है) दावे का विरोध करना चाहे, तो उसे पहले कोर्ट से इजाज़त (बचाव करने की इजाज़त) लेनी होती है, न कि आम मुकदमे की तरह सीधे बचाव करने का हक होता है।

HOW THIS APPLIES TO YOUR CASE

Whether an eventual claim here could use this faster summary procedure, rather than an ordinary civil suit, turns on a genuinely open question: whether a claim resting on a WhatsApp exchange (rather than a single signed written document) counts as "arising on a written contract" for this

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specific purpose. This Brief does not resolve that question definitively -- it is narrower than, and separate from, the general question addressed in Part A of whether a valid contract exists at all, and would need to be assessed by the advocate handling any eventual suit, in light of the facts and evidence as they then stand. Either way -- summary suit or ordinary suit -- the underlying right to recover the money, discussed in Parts A and B above, is unaffected; only the procedural route and its speed may differ.

यह आपके मामले पर कैसे लागू होता है

क्या आने वाले किसी दावे में इस तेज़ समरी प्रोसीजर का इस्तेमाल हो सकता है, न कि आम सिविल सूट का, यह एक सच में खुला सवाल है: क्या WhatsApp बातचीत पर आधारित दावा (न कि किसी एक साइन किए हुए लिखित दस्तावेज़ पर) इस खास मकसद के लिए लिखित अनुबंध से उपजा माना जाएगा। यह ब्रीफ इस सवाल का कोई पक्का जवाब नहीं देता — यह भाग A में उठाए गए इस सामान्य सवाल से अलग और उससे छोटा सवाल है कि आखिर कोई वैध अनुबंध बना भी था या नहीं, और इसका आकलन उस वकील को करना होगा जो आगे कोई सूट संभालेगा, उस वक्त मौजूद तथ्यों और सबूतों के आधार पर। चाहे समरी सूट हो या आम सूट — भाग A और B में बताया गया पैसा वसूलने का असली हक इससे प्रभावित नहीं होता; बस प्रोसीजर का रास्ता और उसकी रफ्तार अलग हो सकती है।

Illustration

A lender holds a signed promissory note for a loan and wants to recover the amount quickly. Because the claim rests on a written instrument for a fixed sum, the lender may be able to use the faster Order XXXVII procedure, under which the borrower must first obtain the court's permission to defend, rather than an ordinary suit where the borrower can contest the claim as of right from the outset.

उदाहरण

मान लीजिए एक लेनदार के पास लोन के लिए साइन किया हुआ प्रॉमिसरी नोट है, और वह जल्दी रकम वसूलना चाहता है। चूंकि यह दावा एक तय रकम के लिए लिखित दस्तावेज़ पर आधारित है, इसलिए लेनदार तेज़ ऑर्डर 37 प्रोसीजर का इस्तेमाल कर सकता है, जिसमें कर्ज़दार को पहले बचाव करने के लिए कोर्ट से इजाज़त लेनी होती है, न कि आम सूट की तरह जहां कर्ज़दार शुरू से ही सीधे दावे का विरोध कर सकता है।

Note -- a further authority: Central Bank of India v. Ravindra & Ors., Special Leave Petition (Civil) No. 2421 of 1993 and connected matters, Supreme Court of India (Constitution Bench), decided 18 October 2001, usefully catalogues the three categories of interest a court may award once a suit is filed (pre-suit, pendente lite, and post-decree). Its own central holding, however, addresses a narrower banking-specific question -- how compound interest already capitalised into an outstanding balance should be treated as the “principal sum” once a suit is filed -- that does not directly arise on these facts, since this loan carries no such compounding arrangement.

Part G — Why This Notice Does Not Allege a Criminal Offence

The Legal Notice does not suggest that ViXXXX SaXXXX has committed, or may have committed, any criminal offence such as cheating. This Part explains why, so that the absence of any such language is understood as a considered legal position, not an oversight.

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G.1 — Statute: Section 318, Bharatiya Nyaya Sanhita, 2023 (Cheating)

SECTION 318(1)

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to cheat."

Source: Section 318(1), Bharatiya Nyaya Sanhita, 2023.

SECTION 318(1), ILLUSTRATION (G)

"A intentionally deceives Z into a belief that A means to deliver to Z a certain quantity of indigo plant which he does not intend to deliver, and thereby dishonestly induces Z to advance money upon the faith of such delivery. A cheats; but if A, at the time of obtaining the money, intends to deliver the indigo plant, and afterwards breaks his contract and does not deliver it, he does not cheat, but is liable only to a civil action for breach of contract."

Source: Section 318(1), Illustration (g), Bharatiya Nyaya Sanhita, 2023.

IN SIMPLE TERMS

Section 318's own illustration draws the exact line that matters here: if a person genuinely intends, at the time of making a promise, to keep it, and only later fails to do so, that is a civil breach of contract -- not cheating. Cheating requires that dishonest intention exist from the very beginning of the transaction, not merely that a later promise went unfulfilled.

आसान शब्दों में

धारा 318 का अपना उदाहरण ही यहां की सबसे ज़रूरी लाइन खींच देता है: अगर कोई व्यक्ति वादा करते वक्त सच में उसे निभाने की नीयत रखता है, और बाद में किसी वजह से उसे पूरा नहीं कर पाता, तो यह सिविल (दीवानी) अनुबंध का टूटना है — धोखाधड़ी नहीं। धोखाधड़ी के लिए ज़रूरी है कि बेईमान नीयत लेन-देन की शुरुआत से ही मौजूद हो, सिर्फ इतना काफी नहीं कि बाद में किया गया वादा पूरा नहीं हुआ।

HOW THIS APPLIES TO YOUR CASE

On the facts as described, ViXXXX SaXXXX approached RXXan MXXhoXXa for a genuine loan, confirmed the terms in writing, and even sought -- and was granted -- two further extensions of time before eventually falling silent. There is nothing in this account suggesting ViXXXX SaXXXX never intended to repay the loan at the time it was taken; a pattern of genuine (if ultimately broken) promises to pay, followed by silence, is precisely the pattern the Section's own illustration treats as civil, not criminal.

यह आपके मामले पर कैसे लागू होता है

जैसा कि बताया गया है, ViXXXX SaXXXX ने RXXan MXXhoXXa से एक असली लोन के लिए संपर्क किया, शर्तों की लिखित पुष्टि की, और तो और समय बढ़ाने के लिए दो बार गुज़ारिश भी की — जो मान भी ली गई — और आखिर में चुप्पी साध ली। इस पूरे ब्योरे में ऐसा कुछ नहीं है जो यह दिखाए कि ViXXXX SaXXXX ने लोन लेते वक्त कभी उसे लौटाने की नीयत ही नहीं रखी थी; बार-बार सच्चे (भले ही आखिर में पूरे न हो सके) वादे करने और फिर चुप्पी साधने का यह पैटर्न, ठीक वही है जिसे इस धारा का अपना उदाहरण सिविल मामला मानता है, आपराधिक नहीं।

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Illustration

A borrows money from a friend, genuinely intending to repay it, but later loses his job and cannot pay it back despite promising to do so several times. However disappointing to the friend, this remains a civil default -- a promise honestly made and later broken -- not the criminal offence of cheating, which requires the dishonest intention to have existed from the very start.

उदाहरण

मान लीजिए A अपने किसी दोस्त से पैसे उधार लेता है, सच में उसे लौटाने की नीयत से, लेकिन बाद में उसकी नौकरी छूट जाती है और वह कई बार वादा करने के बावजूद पैसे नहीं लौटा पाता। दोस्त के लिए भले ही यह कितना भी निराशाजनक हो, यह एक सिविल चूक ही है — एक ईमानदारी से किया गया वादा जो बाद में टूट गया — न कि धोखाधड़ी का आपराधिक अपराध, जिसके लिए यह ज़रूरी है कि बेईमान नीयत बिल्कुल शुरुआत से ही मौजूद हो।

G.2 — Judgment: Satishchandra Ratanlal Shah v. State of Gujarat (Supreme Court, 3 January 2019)

PARA 14

"Now coming to the charge under Section 415 punishable under Section 420 of IPC. In the context of contracts, the distinction between mere breach of contract and cheating would depend upon the fraudulent inducement and mens rea. (See Hridaya Ranjan Prasad Verma v. State of Bihar, (2000) 4 SCC 168). In the case before us, admittedly the appellant was trapped in economic crisis and therefore, he had approached the respondent no. 2 to ameliorate the situation of crisis. Further, in order to recover the aforesaid amount, the respondent no. 2 had instituted a summary civil suit seeking recovery of the loan amount which is still pending adjudication. The mere inability of the appellant to return the loan amount cannot give rise to a criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction, as it is this mens rea which is the crux of the offence."

Source: Satishchandra Ratanlal Shah v. State of Gujarat, Criminal Appeal No. 9 of 2019, (2019) 9 SCC 148 / 2019 INSC 2, Supreme Court of India, decided 3 January 2019. Verified copy obtained from the Supreme Court of India's own official judgment records.

IN SIMPLE TERMS

This case involved facts strikingly close to this matter -- a personal loan, taken by a borrower in genuine financial difficulty, who was then unable to repay it, prompting the lender to pursue a civil recovery suit. The Supreme Court held that mere inability to repay a loan cannot itself support a criminal cheating prosecution, unless dishonest intention can be shown to have existed right from the start.

आसान शब्दों में

इस मामले के तथ्य इस मौजूदा मामले से काफी मिलते-जुलते हैं — एक पर्सनल लोन, जो सच में आर्थिक तंगी में फंसे एक कर्ज़दार ने लिया था, और बाद में वह उसे लौटा नहीं पाया, जिसके चलते लेनदार को सिविल रिकवरी सूट का रास्ता अपनाना पड़ा। सुप्रीम कोर्ट ने कहा कि सिर्फ लोन लौटाने में असमर्थ होना, आपराधिक धोखाधड़ी के मुकदमे का आधार नहीं बन सकता, जब तक यह न दिखाया जाए कि बेईमान नीयत बिल्कुल शुरुआत से ही मौजूद थी।

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HOW THIS APPLIES TO YOUR CASE

This authority applies almost directly here. ViXXXX SaXXXX's own two requests for further time, followed by an eventual failure to pay, mirror exactly the kind of "genuine borrower in difficulty" pattern this judgment addresses -- reinforcing that the appropriate and available remedy at this stage is the civil one already pursued through the Legal Notice.

यह आपके मामले पर कैसे लागू होता है

यह फैसला यहां लगभग सीधे लागू होता है। ViXXXX SaXXXX का खुद दो बार और समय मांगना, और आखिर में भुगतान न कर पाना, ठीक उसी सच में मुश्किल में फंसे कर्ज़दार के पैटर्न से मिलता है, जिसकी बात इस फैसले में की गई है — और यह इस बात को और पुख्ता करता है कि इस स्टेज पर सही और उपलब्ध उपाय वही सिविल रास्ता है, जो लीगल नोटिस के ज़रिए पहले ही अपनाया जा चुका है।

Illustration

A businessman borrows money to keep his shop running through a difficult period, fully intending to repay it once trade improves. Trade does not improve, and he is unable to pay. His lender's remedy is a civil suit for recovery -- not a criminal complaint -- because his original intention to repay was genuine, even though circumstances later prevented him from honouring it.

उदाहरण

मान लीजिए एक व्यापारी अपनी दुकान चलाने के लिए मुश्किल समय में पैसे उधार लेता है, पूरी नीयत से कि जैसे ही व्यापार सुधरेगा, वह पैसे लौटा देगा। लेकिन व्यापार नहीं सुधरता, और वह पैसे नहीं लौटा पाता। ऐसे में उसके लेनदार के पास उपाय सिविल रिकवरी सूट है — आपराधिक शिकायत नहीं — क्योंकि उसकी शुरुआती नीयत सच में पैसे लौटाने की ही थी, भले ही बाद के हालात ने उसे ऐसा करने से रोक दिया।

G.3 — Judgment: Vijay Kumar Ghai v. State of West Bengal (Supreme Court, 22 March 2022)

PARA 34

"There can be no doubt that a mere breach of contract is not in itself a criminal offence and gives rise to the civil liability of damages. However, as held by this court in Hridaya Ranjan Prasad Verma & Ors. Vs. State of Bihar & Anr., the distinction between mere breach of contract and cheating, which is criminal offence, is a fine one. While breach of contract cannot give rise to criminal prosecution for cheating, fraudulent or dishonest intention is the basis of the offence of cheating. In the case at hand, complaint filed by the Respondent No. 2 does not disclose dishonest or fraudulent intention of the appellants."

Source: Vijay Kumar Ghai v. State of West Bengal, Criminal Appeal No. 463 of 2022 (arising out of SLP (Crl.) No. 10951 of 2019), Supreme Court of India, decided 22 March 2022 (S. Abdul Nazeer and Krishna Murari, JJ.). Verified copy obtained from the Supreme Court of India's own official judgment records.

IN SIMPLE TERMS

The Supreme Court reaffirms here that a mere breach of contract -- even one involving money not paid or returned as promised -- is not, by itself, a criminal offence. Fraudulent or dishonest intention is the essential ingredient that separates the two, and its absence from a complaint is fatal to a criminal cheating charge.

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आसान शब्दों में

सुप्रीम कोर्ट यहां फिर से यही कहता है कि अनुबंध का सिर्फ टूट जाना — भले ही उसमें वादे के मुताबिक पैसे न चुकाए या न लौटाए गए हों — अपने आप में कोई आपराधिक अपराध नहीं है। धोखाधड़ी या बेईमान नीयत ही वह ज़रूरी चीज़ है जो दोनों को अलग करती है, और अगर किसी शिकायत में यह नीयत न दिखे, तो आपराधिक धोखाधड़ी का आरोप वहीं खत्म हो जाता है।

HOW THIS APPLIES TO YOUR CASE

Nothing in the account of events here discloses fraudulent or dishonest intention on ViXXXX SaXXXX's part at the time the loan was taken -- reinforcing the position that this remains, at this stage, a civil money dispute.

यह आपके मामले पर कैसे लागू होता है

इस पूरे ब्योरे में ऐसा कुछ नहीं दिखता जो यह बताए कि लोन लेते वक्त ViXXXX SaXXXX की नीयत में धोखाधड़ी या बेईमानी थी — इससे यह बात और पुख्ता होती है कि यह मामला, इस स्टेज पर, एक सिविल पैसों का विवाद ही बना हुआ है।

Illustration

Two business partners fall out after one fails to pay the other an agreed sum under their partnership arrangement. However aggrieved the unpaid partner feels, this is treated as a civil dispute over money owed, not a criminal complaint, unless there is something more -- actual deception or dishonest inducement -- shown to have occurred.

उदाहरण

मान लीजिए दो बिज़नेस पार्टनर आपस में अलग हो जाते हैं, क्योंकि एक ने साझेदारी की शर्तों के मुताबिक तय रकम दूसरे को नहीं चुकाई। जिस पार्टनर को पैसे नहीं मिले, वह चाहे जितना भी नाराज़ हो, इसे पैसों को लेकर सिविल विवाद ही माना जाता है, आपराधिक शिकायत नहीं — जब तक यह न दिखे कि इसके पीछे असली धोखा या बेईमानी से बहलाना हुआ है।

Note -- further authorities to the same effect: M.N.G. Bharateesh Reddy v. Ramesh Ranganathan, 2022 INSC 847, Criminal Appeal No. 1273 of 2022, Supreme Court of India, decided 23 August 2022; Indian Oil Corporation Ltd. v. NEPC India Ltd. & Ors., Criminal Appeal No. 833 of 2002, Supreme Court of India, decided 20 July 2006 (specifically cautioning against using the threat of criminal prosecution as pressure in what is really a civil money dispute); and Delhi Race Club (1940) Ltd. & Ors. v. State of Uttar Pradesh & Anr., 2024 INSC 626, Criminal Appeal No. 3114 of 2024, Supreme Court of India, decided 23 August 2024 (distinguishing cheating from criminal breach of trust). Each reaffirms, from a different angle, that a mere breach of contract does not amount to cheating absent dishonest intention from the very outset.

Frequently Asked Questions

Q: Does the absence of a signed loan agreement mean ViXXXX SaXXXX has no obligation to repay?

A: No. As Part A explains, Section 10 of the Contract Act does not require a personal loan to be reduced to a signed written document, and the Supreme Court has confirmed that an oral or informally-recorded agreement -- including one confirmed over message exchanges -- is equally binding. Section 70 (Part B) independently supports the same conclusion even if a court were ever to take a different view of contract formation.

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Q: Will the WhatsApp messages be enough to prove the loan in court if this matter is not resolved?

A: Generally yes, subject to the conditions explained in Part C. The messages would need to be produced either together with a certificate under Section 63(4) of the Bharatiya Sakshya Adhiniyam, 2023, or, as an alternative confirmed by the Supreme Court, through RXXan MXXhoXXa's own evidence as the owner and operator of the phone on which they were exchanged.

Q: Is claiming 10% per annum interest lawful?

A: Yes. Section 73 of the Contract Act (Part D) allows compensation for the loss caused by ViXXXX SaXXXX's failure to repay on time, and interest is the standard way of quantifying that loss; the specific rate of 10% is the figure chosen to be claimed, subject always to what a court might ultimately find reasonable if the matter is ever contested.

Q: Why does the notice claim interest from 10.06.2026 rather than from the date the notice is sent?

A: As Part D explains, the Supreme Court has confirmed that a demand notice may itself specify the date interest is to run from, and that date -- not the date the notice happens to be sent -- governs. The Legal Notice specifies 10.06.2026, the date repayment fell due.

Q: What happens if ViXXXX SaXXXX still does not pay after the 15-day notice period?

A: RXXan MXXhoXXa would be entitled to file a civil suit for recovery of the money, together with interest and costs. Whether that suit would proceed as an ordinary suit or under the faster Order XXXVII summary procedure (Part F) depends on a characterisation question that would need to be assessed by the advocate handling the suit at that time.

Q: Is there a time limit for filing such a suit?

A: Yes, but there is ample time. As Part E explains, the applicable limitation period is three years, running from either 10.03.2026 or 10.06.2026 depending on how the claim is framed -- in either case, well into 2029.

Q: Does the Legal Notice's absence of any criminal-liability language mean ViXXXX SaXXXX cannot be prosecuted for anything?

A: The notice takes the considered position, explained in Part G, that on the facts presently available there is no basis to suggest a criminal offence -- genuine loans followed by broken repayment promises are treated in law as civil defaults, not cheating, absent evidence of dishonest intention from the very outset. That does not permanently foreclose the question; it simply reflects that no such evidence presently exists.

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Q: Why does the Legal Notice separately mention a cost of Rs. 2,000/- for the notice?

A: This is a modest sum assessed to cover the cost of preparing and sending the Legal Notice itself, which is claimed from ViXXXX SaXXXX in addition to the principal and interest, on the basis that the need for the notice arose from ViXXXX SaXXXX's own default.

Q: Should RXXan MXXhoXXa remain open to resolving this matter amicably even after the notice is sent?

A: Yes. Nothing in the Legal Notice or this Brief forecloses an amicable resolution at any stage, before or after the 15-day period, or even after further proceedings are initiated, should ViXXXX SaXXXX come forward to pay.

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LEGAL NOTICE DRAFT
RECOVERY OF UNPAID PERSONAL LOAN

The pages that follow are a sample final notice draft, reproduced as delivered.

Speed Post A.D./Regd. AD/E-mail

Dated: 00.00.0000

To,

ViXXXX SaXXXX,

XXX, 27 Lotus XXXXX,

XXXX Road,

Pune – 4XXXX8

Subject: Legal Notice for Recovery of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) towards an Unpaid Personal Loan, together with Interest Thereon and Cost of this Notice

Sir/Madam,

Under the instructions from and on behalf of our Client, RXXan MXXhoXXa, presently residing at XXX, 14 Silver XXX RXXideXXy, XXXX Road, Pune – 4XXXX5, who has placed in our hands the relevant correspondence, documents and other material, we are instructed to serve upon you the following legal notice:

1. That in the month of March 2026, you approached our Client and represented that you were in urgent need of funds, upon which our Client agreed to lend you the said sum.

2. That pursuant to the aforesaid understanding, our Client transferred to you, by way of a bank transfer dated 10.03.2026, a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) as an unsecured personal loan, which you accepted.

3. That at the time of receiving the said sum, you undertook and promised our Client, and duly confirmed and acknowledged the same in writing over WhatsApp messages exchanged with our Client, that

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you would repay the entire sum of Rs. 1,50,000/- to our Client within a period of three months therefrom, that is, on or before 10.06.2026.

4. That although no separate signed loan agreement was executed between the parties, the said loan transaction stands duly evidenced by (i) the bank transfer dated 10.03.2026 reflecting remittance of the aforesaid sum to you, and (ii) your own written acknowledgment, over WhatsApp of even date, of the loan and of your undertaking to repay it — an oral or informally-recorded agreement being no less valid or binding in law than a written one, and the absence of a separate signed instrument being no answer to your liability to repay.

5. That the aforesaid stipulated period of three months expired on 10.06.2026, and despite the same, you failed and neglected to repay the said sum of Rs. 1,50,000/- to our Client on or before the due date.

6. That upon our Client following up with you for repayment after the due date, you sought further time to repay on two separate occasions — once on or about 15.06.2026 and again on or about 10.07.2026 — and on both occasions, our Client, acting in good faith, granted you the further time sought.

7. That despite the aforesaid indulgences shown to you by our Client, and despite our Client's repeated follow-ups with you by way of calls and messages through the latter half of July 2026 and the first two weeks of August 2026, you have failed and neglected to repay the aforesaid amount, and have, since on or about 18.08.2026, stopped responding to our Client's calls and messages altogether.

8. That your aforesaid conduct — in receiving the sum of Rs. 1,50,000/- from our Client, repeatedly acknowledging your liability to repay the same and seeking further time therefor, and thereafter failing and neglecting to repay the same while avoiding our Client altogether — is wholly unlawful, and amounts to wrongful retention of our Client's money and unjust enrichment at our Client's expense.

Under these circumstances, we hereby call upon you, through this legal notice, to pay to our Client the sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only), together with interest thereon @ 10% (ten percent) per annum from 10.06.2026 till the date of realization, within 15 (fifteen) days from the date of receipt of this notice, failing which our Client shall be constrained to initiate appropriate civil proceedings against you, including a suit for recovery of the aforesaid amount together with interest and costs,

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before a court of competent jurisdiction, entirely at your risk, cost and consequences.

The cost of this notice is assessed at Rs. 2,000/- (Rupees Two Thousand Only), for which you alone shall be liable.

A copy of this notice has been retained in our office for future reference and record.

We trust, however, that better sense will prevail and the matter will be resolved amicably without the need for further proceedings.

Advocate

[Name, enrolment/registration and office address to be filled once assigned]

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PARTICULARS OF THE TRANSACTION

The particulars of the transaction giving rise to this notice are set out below for ease of reference, and are without prejudice to, and do not derogate from, the fuller factual narration set out above.

Particular	**Detail**
Lender (Our Client)	RXXan MXXhoXXa
Address of Lender	XXX, 14 Silver XXX RXXideXXy, XXXX Road, Pune – 4XXXX5
Borrower (Noticee)	ViXXXX SaXXXX
Address of Borrower	XXX, 27 Lotus XXXXX, XXXX Road, Pune – 4XXXX8
Nature of Transaction	Unsecured personal loan
Principal Amount Advanced	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)

Date of Disbursement	10.03.2026
Mode of Disbursement	Bank transfer
Agreed Repayment Period	Three (3) months from the date of disbursement
Due Date of Repayment	10.06.2026
First Extension Sought by Borrower	On or about 15.06.2026
Second Extension Sought by Borrower	On or about 10.07.2026
Last Response Received from Borrower	On or about 18.08.2026
Interest Claimed	10% (ten percent) per annum from 10.06.2026 till realization
Cost of this Notice	Rs. 2,000/- (Rupees Two Thousand Only)
Period Given to Comply	15 (fifteen) days from the date of receipt of this notice

ANNEXURE

LIST OF DOCUMENTS RELIED UPON

S. No.	Description of Document	Relevant Date(s)
1.	WhatsApp message exchange between our Client and the Noticee confirming the loan and the agreed three-month repayment term	10.03.2026
2.	Bank transfer record evidencing remittance of Rs. 1,50,000/- by our Client to the Noticee	10.03.2026
3.	WhatsApp messages recording the Noticee's requests for extension of time to repay	15.06.2026 and 10.07.2026 (approx.)

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4.	WhatsApp messages and call records recording our Client's follow-up communications with the Noticee	Late July 2026 to mid-August 2026
5.	Record of the Noticee's last response to our Client, after which no further response was received	On or about 18.08.2026

Note: Certified/verified copies of the documents listed above have been retained by our Client and shall be produced as and when required.

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