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| Suneel Moudgil ADVOCATE | ADVOBAR COUNCIL OF PUNJAB & HARYANA AT CHANDIGARH  | Mob: 0 92155 07001 0 80539 00017  |
| Chamber No. 362, 3rd Floor, “VAKIL PARISAR”, New Judicial Complex, PANIPAT |

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 Date – 04-01-2018

To,

Shri \_\_\_\_\_\_\_\_\_\_\_\_,

Prop. M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Trading Company,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Himachal Pradesh - 177203

SUB: Legal Notice

Sir,

Under instructions and on behalf of my client M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pvt. Ltd., having its Regd. office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ New Delhi-110045 through its Special Power of Attorney Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I do hereby serve upon you with the following legal notice. In this connection you are advised to take note of the following facts and legal consequences arising there from:-

1 That my client M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pvt. ltd. having its Regd. office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ New Delhi-110045 is a private limited company, registered under companies act, 1956 and is engaged in business of trading of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the name and style of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRIVATE LIMITED and Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is its Special Power of Attorney Holder.

2 That you and my client had business terms with each other and you had bought goods from my client. My client had supplied you goods amounting to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide bill number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ but sad to say you didn’t made payment of above said bill amounting to Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to my client despite several requests made to you. (Copy of Invoice is attached here with as Annexure A1) It is relevant to mention here that as per settled between you and my client, you had to make payment within fifteen days after delivery of material and issuance of invoice. It is further required to mention here that as per settled condition with you, my client is entitled to interest @ 24% Per Annum if payment is not made after 30 days on presentation of bill. My client contacted you personally, telephonically and electronically several times for making payment of outstanding amount but you just lingered on the matter making various pretexts. (Copy of all communication mails are attached herewith as annexure A2 to A9)

3 That, in discharge of your legal liability towards my client, in relation to above mentioned invoice number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, you issued a cheque, bearing number \_\_\_\_\_\_\_\_\_\_\_ dated 07/12/2018 of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Himachal Pradesh, amounting to Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to my client. The above said cheque was duly filled up and signed by you and made payable in favour of my client. At the time of issuance of cheque you assured my client that the above said cheque shall positively be honored/encashed on presentation into the bank account of my client.

4 That my client, after informing you, presented said cheque with his banker namely \_\_\_\_\_\_\_\_\_\_ Bank Limited, New Delhi, but the cheque was returned un-paid with remarks **"FUNDS INSUFFICIENT"** vide memo dated 10-12-2018. After receiving back the cheque in question, dishonored, my client contacted you and apprised you about the factum of dishonour of the cheque and requested you to make payment of amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ but, you did not pay any heed to the genuine and legal request of my client and rather you put off the matter making different pretexts and hence the payment of said cheque amount is still due towards you.

5 That this hostile acts and omission on your part is proving to be a cause of commercial hardships and losses to my client. You must be well aware that dishonor of the cheque and non payment of the same in spite of service of the notice is an offence punishable under section 138 of the Negotiable Instruments Act.

6 That by your aforesaid conduct, it is crystal clear that even at the time of issuance of the cheque, you were well aware that the cheque will not be honoured and thus you have malafide and malicious intention even at the time of issuance of the cheque and thus you have committed an offence punishable under section 420 of Indian Penal Code.

Under the circumstances, you are therefore asked by means of this legal notice to pay the amount of cheque i.e. Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to my client within fifteen days of the receipt of this legal notice failing which, I have definite instruction from my client to initiate legal action civil, criminal & under section 138 of the Negotiable Instrument Act in the competent court of Law against you and in that event, you shall be liable for all the costs and consequences resulting there from.

This is without prejudice to all other legal rights and remedies available to my client for the above stated purpose.

Copy Kept

 Suneel Moudgil,

 Advocate,