**format of legal notice against return of cheque to be served to the drawer before filing Criminal Complaint u/s 138 of of Negotiable Instruments Act against return of cheque**

In case of return of cheque due to insufficient fund in the account, a legal notice needs to be served to the drawer of the cheque. A Draft format of legal notice is shown here. The Legal notice should be served within the prescribed time. Sufficient time as prescribed in the Negotiable Instruments Act also to be allowed to the debtor to pay the amount of cheque and other expenses. If the accused did not pay the amount in the prescribed time, Complaint can be filed u/s 138 of Negotiable Instruments Act.

**Draft Format of Legal Notice against return of cheque

Registered AD/Speed Post**

 Date:

 Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_

**LEGAL NOTICE**

Sir,

Under instructions and authority from our client M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ we serve upon you the following legal Notice.

That our client is a Private Limited Company engaged in trading of Computers, Laptops, Computer Parts and Accessories the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

That in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_you have approached our client through E-mail communication of your employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to purchase \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for your office. Subsequently you have issued purchase order dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_amounting to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_for \_\_\_\_\_\_\_\_\_\_\_\_\_

That you have promised our client to pay the cost of the product in the form of Current Dated Cheque as mentioned in the purchase order.

That our client had relied on your promise and as instructed by you delivered the \_\_\_\_\_\_\_\_\_\_\_ at your office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide Invoice No. \_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_.

That you have issued Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_\_for Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_only) drawn \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ towards payment against the Invoice.

That the aforesaid cheques No. \_\_\_\_\_dated \_\_\_\_\_\_\_\_for Rs. \_\_\_\_\_\_\_/- was presented by our client M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_ to your Bankers i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Our clients shock and surprise the said cheque had been dishonoured by your bankers with the reason "Fund Insufficient" which was intimated to our client by their \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through their cheque return memo dated \_\_\_\_\_\_\_\_\_\_\_\_

That thereafter inspite of many telephonic reminders by our client, you failed to make the payment due to our client.

That now it is clear that you had dishonest intention at the time of purchasing \_\_\_\_\_ from our client and deceived our client to the tune of \_\_\_\_\_\_\_\_\_\_\_\_.

Our client states that you have issued the above said cheques only with an intention to cheat our client which amounts to an offence punishable under section 138 of Negotiable Instruments Act.

Under the circumstances, we call upon you to pay of Rs.\_\_\_\_\_\_\_\_\_\_\_\_ /- within a period of 15 (fifteen) days from the date of receipt of this notice, failing which our client will be constrained to take legal action against you in a court of law for an offence punishable under section 138 of Negotiable Instruments Act for which you will be liable for all costs and consequences.

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

You are liable to pay a sum of Rs. \_\_\_\_\_\_\_\_\_\_/- as necessary cost and expenses of sending the present legal notice to you.

 Copy of this legal notice is also kept at our office for further ready reference it required in future.

For\_\_\_\_\_\_, Advocates

\_\_\_\_\_\_\_\_\_\_\_\_\_, Advocate
Partner