Dated 06

By Regd. AD/ Speed Post.

To,

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

Office address:

**OUR CLIENT:**

**\_\_\_\_\_\_\_\_**

Through its Partner

**SUBJECT- Legal Notice under section 138 of Negotiable Instrument Act, for Dishonour of Cheque**

Dear Sir,

Under the instructions from and on behalf of our aforementioned client we

hereby serve upon you the following legal notice, circumstances necessitating the legal notice are as under:

1. That our client **\_\_\_\_\_\_\_\_** is a privately owned partnership firm which is engaged in the business of tour and travels.
2. That you the above mentioned addressee is also engaged in the business of tours and travels by the name of \_\_\_\_\_\_\_ and working with our client from the past 6 months as a Business 2 Business Agent and on this account developed a friendly business relationship with our client.
3. That in the month of June 2015 you the above mentioned addressee entered into an oral agreement with our client for providing travelling services to your various client and in pursuance thereto we raised the bill of Rs. 23,62,300/- as a event expenses for which you were agreed. It was furthered agreed between us that you will pay the entire amount of Rs. 23,62,300/- on or before 20.07.2015.
4. That after the abovementioned agreement our client performed his part of obligation and successfully provided the various travelling services to your client. Thereafter my client contacted you for the outstanding payment for which you requested my client to wait for one week and you will pay the entire outstanding amount, believing full confidence and faith in dealing with you, our client kept waiting for one week to heard from your side and finally when my client failed to get any response from you the above mentioned addressee, on around 9th July 2015 my client visited at your office situated at Secunderabad, Hyderabad to enquired from you about the outstanding amount for which you appraised my client that due to financial constraint you cannot able to arranged the money and further requested my client to give you one week more time. My client keeping in view the business relationship agreed for this.
5. That on 13.07.2015 you deposited a sum of Rs.1,80,000/- in my client account and to secure the remaining payment of the outstanding amount you had also handed over a cheque in the name \_\_\_\_\_\_dated 20.07.2015, bearing No. \_\_\_\_\_\_ amounting to Rs 21, 80,000/-(Twenty One Lakh Eighty Thousand) , drawn on ICICI Bank, Sindhi Colony Branch, Secunderabad, Hyderabad- 500003.
6. That my client kept waiting to heard from your side and when he did not get any satisfactory response from you the addressee my client vide email dated 18.07.2015 again reminded you to make the outstanding payment and also raised the invoice of total outstanding payment for which you again appraised my client to pay the outstanding by 20th July. My client again vide email dated 20th July requested you to make the outstanding payment and lastly when all the possibility of getting any satisfactory response from you faded away my client vide email dated 29th July 2015 warned you to initiate legal action against you the above mentioned addressee for which you appraised my client to deposit the cheque for payment in his account and also give him assurance that same will be honour well in time.
7. That my client on your assurance on 30.07.2015 presented the cheque bearing No. \_\_\_\_\_\_ amounting to Rs. 21,80,000/-, drawn on ICICI Bank, Sindhi Colony Branch, Secunderabad,Heydrabad-500003 to his bank account at ICICI Bank, Pitampura Branch,New Delhi-110034 but to the utmost shock to my client the same was dishonoured vide bank returning memo from my client bank dated 31.07.2015 on account of **“Fund Insufficient”.**
8. That my client keeping in view the close business friendship with you, instead of initiating any legal action opted to inform you regarding the dishonored of the above said cheque and futher send you the scan copy of bank returning memo but instead of getting any satisfactory response, you tried to linger the matter on the pretext of one or other lame excuses .That the aforesaid behavior of you the above Noticee was so bad that without giving any heed to the mental condition of my client by your such irresponsible conduct, that instead of repaying the entire outstanding amount you the above mentioned addressee were kept ignoring my client calls and emails.
9. That you knowing well that you as a authorized Proprietor of **\_\_\_\_\_\_**had issued the cheque towards yours legal debts but still had not deposited the sufficient fund in your account which shows that you have the malice intention from the very beginning to cause wrong full loss to my client. , have by your male fide; and irresponsible act caused incalculable financial harm and injury to my client
10. That your act had not only hoodwinked the faith which my client reposed in you, simultaneously your act has also caused enormous mental tension /pain and suffering apart from financial loss.
11. That as you know that the dishonor of cheque is criminal offence U/S 138 of N.I. Act and punishable with imprisonment for a term which may extend to two years or fine which may extend to twice the amount of the cheque. But still my client gives you the last opportunity by way of the present notice.

I therefore call upon you through this legal notice to pay back the cheque amount of Rs Twenty One Lakhs eighty thousand only to my client within 15 days from the date of receipt of this legal Notice failing which my client shall be constrained to take all appropriate legal action against you the addressee in the competent court of law at your cost and expense. So be advised accordingly.

You are further directed to pay Rs.11000/- toward the expenses incurred for issuance of this legal notice.

A copy of this legal notice has been retained in my office in case the same is required in future as a result of your non-action.

**(Advocate)**