**Legal Notice to Drawer of Cheque to file Summary Suit under order XXXVII of CPC**

 **Complaint under Section 138 of Negotiable Instruments Act** against return of cheque.

This demand notice can be used to file Recovery suit as well as Complaint under 138 of NI Act to punish the drawer of Cheque.

Format of Legal Notice to be send to the drawer of a cheque to file Recovery Suit under order 37 of CPC and Complaint under section 138 of NI Act.

Registered AD/Speed Post

 Date:

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Managing Director
\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRIVATE LIMITED
India

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRIVATE LIMITED
India

Notice under Section 138 of the Negotiable Instruments Act / Order 37 of CPC for Cheque Dishonoured due to Payment stopped by drawer

Dear Sir,

Under instructions and authority from our client M/S. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having their branch office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having their Registered Office and Factory at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_, we serve upon you the following notice of demand Under Section 138 of Negotiable Instruments Act / Order 37 of CPC.

1. That our client provides solution for Material Handling Products with highly skilled engineering team provides application oriented solutions that suits Indian Environment.

2. That in the year \_\_\_\_\_\_\_\_\_\_ you approached our client to purchase \_\_\_\_\_\_\_\_\_\_\_\_\_ Products.

3. That after negotiation you have placed order to purchase \_\_\_\_\_\_\_\_\_\_\_product worth Rs. \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and taken delivery of the product as per the details mentioned below.

INVOICE NO.   DATE   AMOUNT

4. That you have made payment of Rs. \_\_\_\_\_\_\_\_\_\_/- towards part payment against the above said invoices. There is a balance of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) receivable by our client against the above mentioned invoices.

5. That you have issued the following cheques amounting to Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) drawn on \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_towards part payment against the remaining amount.

 6. That the aforesaid cheques No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_, No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_ , (Total Amount Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only)) was presented by our client M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ India Limited to your Bankers i.e. on \_\_\_\_\_\_\_\_\_\_\_\_\_, Faridabad-121 001, Haryana.

7. Our clients shock and surprise the said cheques had been dishonoured by your bankers with the reason "Payment Stopped by Drawer" which was intimated to our client by their Bankers \_\_\_\_\_\_\_\_ Bank Ltd, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, New Delhi-110 055 through their cheque return memo dated \_\_\_\_\_\_\_\_\_\_\_\_\_ received on \_\_\_\_\_\_.

8. That thereafter in spite of many telephonic, e-mail reminders and personal visit by our client, you failed to make the payment due to our client.

9. That now it is clear that you had dishonest intention at the time of availing credit facility from our client and deceived our client to the tune of Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

10. Our client states that you knowing full well that there is no amount in your account, you have issued the above said cheque only with an intention to cheat our client which amounts to an offence punishable under section 138 of Negotiable Instruments Act.

11. Under the circumstances, we call upon you to pay of Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_ only) along with Interest @ 24% p.a. for the delayed period, 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 and Civil Proceedings under Order 37 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 \_\_\_\_\_\_\_\_ Associates, Advocates

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

**Legal Notice to drawer of cheque for return of cheque issued to repay friendly loan with demand for payment of money and interest with statutory period.**

Format of Legal Notice to drawer of cheque in case of friendly loan given and cheque returned without sufficient fund. Notice demanding money and interest or to file Complaint under Section 138 of NI Act and order xxxvii of CPC.

Registered AD

Date:

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

LEGAL NOTICE

Sir,
Under instructions and authority from my client Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I serve upon you the following legal Notice.

1. That my client is working as Manager with a Private Company.

2. That beginning with the year \_\_\_ you approached my client and asked for a loan to meet some urgent business needs of and assured my client to return the money on demand with interest @ 2.00% per month.

3. That by considering your urgency my client agreed and gave you the loan in different installments which is repayable on demand.

4. That for the period from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ my client gave you a loan of Rs. \_\_\_\_\_\_\_\_\_\_/- which was transferred to your bank account as per your request.

5. That my client had initially arranged the money to lend you by taking loan from different NBFCs/ banks on interest to arrange money to help you to fulfill your financial requirements. My client is still paying interest and installments to different banks to repay the amount of loan taken to help you.

6. That you have signed a promissory note on \_\_\_\_\_\_\_\_\_\_\_\_ and promised to pay the said amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- along with interest @ 2.00% per month on demand.

7. That you have also entered into an agreement with my client on \_\_\_\_\_\_\_\_\_\_ and accepted that the amount payable to my client as on \_\_\_\_\_\_\_\_\_\_ was Rs. \_\_\_\_\_\_\_\_\_/-. You have agreed to repay the Principle amount in \_\_\_\_.

8. That you have also agreed to pay an amount of Rs.\_\_\_\_\_\_\_\_\_/- per month through RTGS towards interest and part of capital payment as per the schedule mutually agreed by the parties to the agreement.

9. That on \_\_\_\_\_\_\_\_\_\_\_\_\_ my client intimated you that the agreement dated \_\_\_\_\_\_\_\_\_\_\_ is expiring in \_\_\_\_\_\_\_. He also informed you that you have violated the terms of the agreement and not paid interest amount of Rs. \_\_\_\_\_\_\_\_\_/-.

10. That my client waited till due date to get back the loan amount and interest. But you have not paid principle amount or interest.

11. That my client repeatedly followed up and contacted you to refund the loan amount with interest. After repeated reminders you have issued the following cheques drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_, payable at \_\_\_\_\_\_\_\_\_\_ towards repayment of Principal amount of Rs. \_\_\_\_\_\_\_/- and Rs. \_\_\_\_\_\_\_\_\_\_/- towards interest amount till \_\_\_\_\_\_\_\_\_\_.
Cheque No. Date Amount Remarks

12. That the aforesaid cheque No. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_\_\_/- was presented by my client Mr. \_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_ to your Bankers i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_.

13. That to my client's shock and surprise the said cheque had been dishonoured by your bankers with the reason "Refer to Drawer" which was intimated to my client by his bankers on \_\_\_\_\_\_\_\_\_\_\_.

14. That the other cheques bearing No. \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_\_\_\_/- and Cheque bearing No. \_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_ for Rs. \_\_\_\_\_\_\_\_/- was presented by my client Mr. \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_ to your Bankers i.e. \_\_\_\_\_\_\_\_\_\_.

15. That to my client's shock and surprise the said cheques had been dishonoured by your bankers with the reason "Exceeds Arrangement " which was intimated to my client by his bankers on \_\_\_\_\_\_.

16. That thereafter my client contacted you and informed that the cheque has been returned un paid.

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

18. That now it is clear that you had dishonest intention at the time of borrowing money from my client, while signing the agreement and Promissory note with my client and deceived my client to the tune of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- by issuing cheque from your bank account.

19. That my client states that you have issued the above said cheque only with an intention to cheat him which amounts to an offence punishable under section 138 of Negotiable Instruments Act and other criminal provisions of Indian Penal Code.

20. Under the circumstances, I call upon you to pay Rs. \_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) along with Interest @ 2.0% p.m. for the delayed period, within a period of 15 (fifteen) days from the date of receipt of this notice, failing which my 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 and Civil Proceedings under Order 37 against which you will be liable for all costs and consequences.

This is without prejudice to all other legal rights and remedies available to my 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 my office for further ready reference it required in future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_., Advocate

**Summary Suit under Order XXXVII of Code of Civil Procedure download for recovery of money against return of cheque, negotiable instrument or confirmed debt.**

Format of Recovery Suit in MS word to file Petition against Defendant for return of cheque with claim of cheque amount and interest.

Civil Procedure Code Order 37 provides for the summary procedure. The provision has been made keeping in view certain suits, in order to prevent the unreasonable obstruction laid down by the defendant, who has no defence. Unlike other civil suits, the trial in summary suits begins after the court grants leave to the defendant to contest the suit. The court dealing with summary suits can pass the judgment in the favour of the plaintiff if (1) the defendant has not applied for leave to defend or if such application has been made but refused, or (2) the defendant who is permitted to defend fails to comply with the conditions on which the leave to defend was granted.

IN THE COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C.S. (OS) NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF 20\_\_

IN THE MATTER OF:

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Plaintiff

VERSUS

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Defendants

SUIT UNDER ORDER XXXVII OF THE CODE OF CIVIL PROCEDURE, 1908 FOR RECOVERY OF Rs. \_\_\_\_\_\_\_/- (RUPEES \_\_\_\_\_\_\_\_\_\_\_\_\_)

MOST RESPECTFULLY SHOWETH:

1. The Plaintiff is a Limited Company having its branch office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and having its Registered Office and Factory at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Plaintiff provides solution for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_technology, technological design and with highly skilled engineering team provides application oriented solutions that suits Indian Environment. The present Suit is being filed through Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Manager Sales (North), the authorised Signatory of the Plaintiff who has been duly authorised vide Board Resolution dated 18th \_\_\_\_\_\_\_\_\_\_\_\_\_ to file the present Suit on behalf of the Plaintiff.

2. The Defendant No.1 is a Private Limited Company having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, India.

3. That the Defendant No.2 is the Director of Defendant No. 1 Company and is responsible for execution of all the functions related to the business of the Company.

4. That in the year \_\_\_\_\_\_\_\_\_\_ the Defendants approached the plaintiff to purchase \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Products and placed order to purchase products from the Plaintiff.

5. That the Plaintiff had sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_ product worth Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_) to Defendant No. 1 and Defendant No. 1 through its staff had taken delivery of the product as per the details mentioned below.

INVOICE NO. DATE AMOUNT

6. That the Defendant No. 1 had made payment of Rs. \_\_\_\_\_\_\_\_\_\_\_ towards part payment against the above said invoices. There is a balance of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) receivable by the Plaintiff against the above mentioned invoices.

7. That on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Defendant No. 1 had issued a cheque \_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ only) drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Plaintiff towards part payment against the remaining amount.

8. That the aforesaid cheque for Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) was presented by the Plaintiff to the bankers of Defendant No. 1 i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

9. That the said cheque had been dishonoured by bankers of Defendant No. 1 with the reason "Exceeds Arrangement " which was intimated to the Plaintiff by their Bankers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through their cheque return memo dated \_\_\_\_\_\_\_\_\_\_\_\_\_ received on \_\_\_\_\_\_\_\_\_\_\_\_\_.

10. That thereafter in spite of many telephonic, e-mail reminders and personal visit by the staff of plaintiff, the Respondents failed to make the payment due to the Plaintiff.

11. That the Plaintiff issued a legal notice dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ demanding amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ against the returned cheque, which was not replied by the Defendants.

12. That the Suit is within the period of limitation.

13. That the cause of action arose in favour of the Plaintiff and against the Defendants. The cause of action arose on 14-Jun-\_\_, 6-Jul-\_\_\_, 6-Jul-\_\_\_, 11-Sep-\_\_\_, when the Defendants purchased \_\_\_\_\_\_\_\_\_\_\_\_ product worth \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). The cause of action arose when the Legal Notice dated \_\_\_\_\_\_\_\_\_ was send by registered post on \_\_\_\_\_\_\_\_\_\_\_\_ upon the Defendants.

14. That this Hon'ble Court is competent to try the present Suit as the Branch office of the Plaintiff through which the transactions are done is situated in its territorial jurisdiction.

In the facts and circumstances of case mentioned herein above this Hon'ble Court may graciously be pleased to:

P R A Y E R

a) pass a decree against the Defendants jointly and severally to pay the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- Along with pendent lite and future interest @24% per annum; and

b) Award the cost of suit in favour of the Plaintiff; and

c) Pass such other or further orders as this Hon'ble Court may deem fit in the facts and the circumstances of the case.

Plaintiff
Through

Advocate for the Plaintiff

Dated:
New Delhi

VERIFICATION:
I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the authorised representative of the Plaintiff do hereby verify that the contents of the para 1 to \_\_\_\_\_\_ of the Plaint are true and correct to my knowledge and as derived from the records of the case, no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_

DEPONENT

LIST OF DOCUMENTS

|  |  |  |
| --- | --- | --- |
| SNO  | PARTICULARS | PAGE NO |
| 1 | Copy of Board Resolution authorizing the Plaintiff's authorized representative |   |
| 2 | Original Dishonored Cheque |   |
| 3 | Cheque Returning memo dated \_\_\_\_\_\_\_\_\_\_\_\_\_ |   |
| 4 | Copy of Legal Notice dated \_\_\_\_ |   |
| 5 | Postal Receipt No. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_. |   |
| 6 | Copy of Invoices |   |
| 7 | Any Other document with the kind permission of the Hon'ble Court |   |

Plaintiffs

Through
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Advocates for the Plaintiffs

Dated:
New Delhi

IN THE COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C.S. (OS) NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF 20\_\_

IN THE MATTER OF:

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Plaintiff

VERSUS

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ...Defendants

AFFIDAVIT

I, \_\_\_\_\_\_\_\_\_\_\_, Son of \_\_\_\_\_\_\_\_\_\_\_\_\_, Aged about \_\_\_\_ years, resident of \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby solemnly affirm and declare as under:

1. That I am the authorized representative of the Plaintiff in the above Suit and I am well conversant with the facts and circumstances of the case and application to depose the present affidavit.

2. That I have read and understood the contents of the accompanying Plaint and I state that the same are true and correct to my knowledge and the no part of it is false and nothing has been concealed there from.

DEPONENT

VERIFICATION:
Verified at New Delhi on this \_\_\_\_\_\_day of \_\_\_\_, 20\_\_ that the contents of the above affidavit are true and correct to my knowledge and as derived from the records of the case, no part of it is false and nothing material has been concealed there from.

DEPONENT