**Legal Notice to Drawer of Cheque to file Summary Suit**

**under order XXXVII of CPC and 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.**

You can send a legal notice to the drawer of cheque demanding payment against cheque returned by any reason. You can file a Summary recovery suit under Order XXXVII of Code of Civil Procedure for recovery of money. Court fee is applicable in case of summary suit. But the process will be fast as the Defendant may not get leave to defend from the Court.  You can also file a Complaint under Section 138 of the Negotiable Instruments Act to punish the drawer of cheque for not keeping sufficient balance while issuing the cheque and not paying the amount after you raised the demand. Format of legal notice demanding amount of cheque bounced is giving below:

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
Partner