**REPLY TO LEGAL NOTICE U/S 138 NEGOTIABLE INSTRUMENT ACT,**

Name of the Advocate

Advocate

…………… Jangpura Extn.

New Delhi-110019

Ph.011- 2437XXXX

REGD A/D / U.P.C.

Dated:

To,

Sh. ………..Advocate,

……, Delhi High Court,

New Delhi-110001

SUB: REPLY TO YOUR LEGAL NOTICE **U/S 138 NEGOTIABLE INSTRUMENT ACT,**

DATED……….

Dear Sir,

Your legal notice dated 09.06.2015 has been placed before me by my client Sh.

………………….at Connaught Place, New Delhi -110001 and I, the undersigned, have been

instructed to reply to your said notice by my client on his behalf as under:

A. That, at the outset you are being informed that the notice under reply, you have sent

on behalf of your above said client, contains false and frivolous facts provided by

your said client against my client, thereby your notice under reply deserves to be

withdrawn, with unconditional apology by your client, because the claim made by

you is without any basis and is based upon concocted facts, as no claim is made out

against my client and in favour of your client.

B. That, in fact, my client did not place any order for supply of any machines

whatsoever, as alleged by you. But, with a view to dispose off your old stock of

outdated machines, you requested my client to place them at his shop for sale.

Keeping in view old relations my client agreed to your client‟s proposal, which was

subject to the condition that payment would be made only after those machines were

sold out. However, those machines were not only outdated, but were also

mechanically faulty, because of which till date they are lying with my client, which

your client is at liberty to take back with two days‟ prior notice. It is pertinent to

mention here that the cheque in question was handed over by my client blank and the

same was to be used only upon instructions of my client, after he could sold out your

all those machines.

C. That, however, your client has cheated my client by misusing that cheque which is

not in the handwriting of my client. As a matter of fact, your client has committed

fraud in the matter and, consequently, is liable to be proceeded under the relevant

provisions of law.

D. That, therefore, it is denied that the cheque in question was issued by my client to

your client in discharge of any liability. Rather, your client has misused that blank

cheque with ulterior motives, after forging the same.

REPLY ON MERITS:

1. That the contents of para 1 of your legal notice are wrong and denied and

whatsoever is stated above is reiterated. It is denied that my client purchased

from you client any machines whatsoever. Rather, my client helped your client to

keep your machines in his godown/shop for disposal. Therefore, it is denied that

the cheque in question was issued in discharge of any liability towards my client,

as alleged in this para.

2. That the contents of para 2 are denied for want of knowledge. However, it is

reiterated that my client ever issued any cheque, in the manner as alleged by you.

3. That, in reply to para 3 of your legal notice, what is stated above is reiterated. It is

submitted that your client was not entitled to use that cheque for encashment and

deposit the same in his bank.

4. That the contents of para‟s 4 &5 are denied for want of knowledge. However, it is

reiterated that any cheque was issued in discharge of any liability towards my

client to your client.

5. That the contents of para 6 need no comments. However, it is denied that my

client committed any offence whatsoever.

In view of aforesaid facts and circumstances, you are being advised to further advice your

client to withdraw the said notice under reply and further advise him not to drag my client in

any frivolous litigation, failing which my client shall be constrained to contest the same,

besides proceeding against your client under the relevant provisions of law, at the costs, risks

and consequences of your client only.

Yours Sincerely,

Advocate