**Legal Notice to Employer demanding dues payable to the employee including Gratuity, Leave Encasement etc and for full and final settlement or to file Recovery Suit under Code of Civil Procedure.**

**Format of Legal Notice to be send to the Employer for recovery of amount receivable by the employee at the time of resignation or termination of services, to file Recovery Suit under Code of Civil Procedure.**

Legal notice can be served to the employer in case the dues of employees are not cleared when the employee resigned or terminated from the services. If the employer acknowledges the amount payable to the employee 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. If the employer does not acknowledge the amount a normal recovery suit can be filed to recover the amount. Format of legal notice demanding amount of dues payable to the employee at the time of resignation or retirement is giving below:

Dated :

REGISTERED AD

To

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pvt. Ltd.

Having Registered Office at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Through its Directors.

SUBJECT : LEGAL NOTICE FOR DEMAND OF A SUM OF Rs. \_\_\_\_\_\_\_\_\_/- ONLY ALONG WITH INTEREST @ 18% P.A. FROM \_\_\_\_\_\_\_\_\_\_

 TILL ITS FINAL REALIZATION.

Sir(s)/Madam(s),

Under instructions of my client Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_, R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and for and on behalf of my said client, I do hereby serve upon you the following legal notice of demand to the following effects:

1. That my aforesaid client was appointed w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_\_ as Manager with Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you the Noticee No. 1 and on annual package (CTC) of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Twelve \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

2. That my client was working for and under overall supervision of you the Noticee No. \_ to \_, from time to time, who happens to be the Directors of the Noticee No. 1.

3. That my client has performed all his duties as per the satisfactions to his superiors and as per responsibilities assigned to him time to time. My client's upto mark performance has earned him recognition in your eyes that you noticees from time to time awarded my client various promotions and increments and treated him as a valued manpower asset and at lastly he held the post of AVP Marketing.

4. That my client remained associated under employment till \_\_\_\_\_\_\_\_\_\_\_\_ and resigned serving the notice period for he was not being paid his salary regularly since \_\_\_\_\_\_\_\_\_\_.

5. That my client has also informed for the same and resignation of my client's service by official email ID dated on \_\_\_\_\_\_\_\_\_\_ to his reporting superior \_\_\_\_\_\_\_\_\_\_ and Noticee No. 2. Finding it impractical to continue with as you all noticees were not paying heed to the concerns of my client as he remained unpaid for the services performed by him. You all noticees kept on minting money from the hard work of your employees like my client being one of such person and you all noticees remained defiant and delinquent towards your contractual obligations to pay to the employees who had been working for you all the noticees.

 6. That my client did his duty diligently, regularly and with utmost punctuality, sincerity, and with full devotion.

7. It is pertinent to mention here that in terms of appointment letter and regular appraisal letters my client has not been paid his dues and hence this legal notice is being served upon to you all the noticees as a ramification apart from other legal measures that my client may opt for to recover pending dues standing to his credit.

8. That on \_\_\_\_\_\_\_ a total amount of RS. \_\_\_\_\_\_\_\_\_\_/-was payable by you all above named noticees but despite \_\_\_\_\_\_\_\_\_\_ being the last working day of my aforesaid client, you the above named noticee did not clear all the dues of my client as committed by you all noticees at the time of, but despite repeated requests made by my aforesaid client you all noticees did not clear the dues standing to the credit of my client and to the debit of you all noticees being amount of RS.\_\_\_\_\_\_\_\_/-outstanding and to be recovered from you all noticees. The break-up of the said amount is as follows:

Salary Arrears for last \_\_ months Rs.\_\_\_\_\_\_\_
Special Allowances for last \_\_\_ months Rs.\_\_\_\_\_\_\_
TDS deducted from Salary, not deposited with Income Tax Rs.\_\_\_\_\_\_\_
Bonus & Arrears Rs.\_\_\_\_\_\_\_
Gratuity Rs.\_\_\_\_\_\_\_
PF Deducted from employee but not deposited with PF Department Rs.\_\_\_\_\_\_\_
Leave Encashment Rs.\_\_\_\_\_\_\_

Total Amount Rs. \_\_\_\_\_\_

9. That my client again and again requested you all above named noticees to clear all his dues but till date nothing is being paid to him which includes the amount under the head of salary, gratuity, epf, leave encashment, appraisals, salary arrears and other heads total of which comes to the tune of RS. \_\_\_\_\_\_\_\_\_\_\_/-(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), hence you all above noticees are liable to pay the aforesaid amount of RS. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to my aforesaid client along with interest @ 18% per annum w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_ till its realization.

10. That it is pertinent to mention here that my aforesaid client despite his numerous follow-ups on emails to collect all his dues but all the staff including you the Noticee No. \_ to \_ never bothered to listen to his grievance. It is further pertinent to mention here that my client again and again requested you the above named Noticee No. \_ to \_ to clear all his dues and despite promises you all above named noticees failed to clear all dues of my aforesaid client.

11. That despite your assurance, no payment has been made by you to my client till date.

12. That the said act of illegally withholding the above mentioned amount of RS. \_\_\_\_\_\_\_\_\_\_\_\_/-(\_\_\_\_\_\_\_\_\_\_\_\_ only) of my aforesaid client had not only caused the mental pain and agony to my client but also caused a grave financial loss to him.

Now by virtue of the present legal notice, you are hereby called upon to pay to my client a sum of RS. \_\_\_\_\_/- (\_\_\_\_\_\_\_\_\_\_ only) plus interest computed at the rate of 18% per annum from \_\_\_\_\_\_\_\_\_\_ till its final payment plus Rs. \_\_\_\_\_\_\_\_\_/- towards the cost of the present Legal Notice within 15 days of the receipt of the notice, failing which I have been clearly instructed by my aforesaid client to initiate Criminal, Civil and also under provisions of The Companies Act, 2013 for winding up of Noticee No. 1 proceedings before the competent court of law against you solely at your costs /risks/consequences without any further communication to you.

A copy of this Notice is kept intact in my office for record and further necessary action and you are also advised to keep the copy of the same as safe as you would be asked to produce in the court.

Thanking you,

Advocate
ENR NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_