**Form of a notice to the drawer**

To

Mr…………………………..

……………………………..

…………………………….

Dear Sir,

On behalf of our Client, M/s……………………….. having their registered office at…………….. we have to serve you with the following legal notice under section 138 (read with section 141 in case of a company) of the Negotiable Instruments Act, 1881.

Our client states that you had placed an orders dated………….. to buy electronic goods from our client, and as per your order our client sold, supplied and delivered the goods as per your instructions to your……………… (Office) on…………….. and the delivery challans were signed by you in token of having received the goods.

OR

Upon request made by you our clients lent you Rs…………………. (Rupees……………….) on………. receipt of which you acknowledged the debt *vide* your Receipt No…………… dated…………. giving details about the debt, interest and payment thereof at appropriate future date.

1. To fulfill your liability towards supply of goods/payment of debt, you issued a cheque No…………. dated …………. drawn on……………… (Bank) for Rs……………… in our clients favour.

The said cheque was presented in our clients bank on …………………………. upon inquire regarding honour of the said cheque, our client shocked and surprised that said cheque was return unpaid by your bank along with Bank Memo dated………….., for the reason “refer to drawer”

2. Under the circumstances, we hereby called upon you to make payment to our client an amount of Rs………….. covered under dishonoured cheque within 15 days of receipt hereof, failing which, we shall be constrained to take legal action against you under the provisions of sections 138 to 142 of the Negotiable Instruments Act, 1881 at your entire cost and consequence which you please note.

Yours truly

ADVOCATE