**Notice u/s 138 of the negotiable instruments act & sec. 420 of the Indian penal code**

Advocate

Address

Party's Name

Address

Dated

Notice (by registered a.d.)

To

Smt……………………………………………

Madam,

 Under instructions from and on behalf of my client, Shri ……………………………… Mumbai …………, I have to address you as follows :

1. That on account of some acquaintance of my client with your husband, Shri ……….., my client has had occasions to know and meet you.

2. That since you have been running business under the name and style as Everest Tours & Travels, you proposed to expand the said business.

3. That for the said purpose of the expansion of your business, in December 2009, you were in need of more finance, and through the good offices of your husband, you made my client to pay you an amount of Rs. 40,000/-.

4. That taking into consideration the relationship between my client and your husband, my client paid to you an amount of Rs. 40,000/ - in cash, as detailed below:

Rs. 40,000/-

5. That at the time of the payment of the said amounts by my client, you had promised him that the amount paid by my client would be repaid and refunded to him within a short time, say within a year or so.

6. That in spite of your promise to return the said amount unto my client, you failed to do so, and at the time of every demand to you, you have only gone to postpone the promises.

7. That with a view to making the repayment of the said amount unto
my client, you have finally issued in his favour a cheque bearing No. 048060, dated 15.7.200.., for Rs. 40,000/-, drawn on the Vidya Sahakari Bank Limited, Aundh Road Branch, Mumbai..

8. That when my client presented the said cheque to his bank, Cosmos Cooperative Bank Limited, Laxmi Road Branch, Mumbai, on 15.7.2009, the said Bank returned the said cheque with remarks "Refer to drawer".

9. That in the mean time, your husband had already contacted my client with a request to re-present the cheque to the Bank, saying that there was no necessary balance in your account and that immediate arrangements would be made so as to clear the cheque in favour of my client.

10. That accordingly my client again presented the said cheque to the Bank for encashment on 25.7.2009, but the said cheque was dishonoured.

11. That from the total behaviour on your part with respect to the said transaction, my client has come to a tacit conclusion that when the Bank of my client has returned the said cheque to my client, while issuing the said cheque, you already had dishonest intention to cheat my client of the said amount, and it was also a case of "Dishonoured for insufficient balance".

12. That, thus, the cheque which was issued by you in discharge of your liability has been dishonoured for the reason of insufficiency of funds.

13. That since then, my client has been making efforts to contact you personally, but you could not be available anytime anywhere, and hence, my client has come to the final conclusion that you have some ulterior motive to the effect that you are not sincere in making the repayment of the amount taken by you from my client.

14. That from the total behaviour on your part, my client has drawn a clear inference that you have done so with a view to deceiving and cheating my client, and you did not bother either for the dishonour
of cheque or then making yourself available immediately.

15. That it also appears that your intentions were not good when you issued the said cheque for the amount which you did not have in your account, and since you knew it very well, you have tried to commit not only a civil breach but also a criminal offence within the provision, meaning and interpretation of civil as well as criminal
law.

16. That since the said cheque has been dishonoured for the reason of "Insufficiency of funds", you may be held liable civilly as well as criminally particularly under section 420 of the Indian Penal Code, section 138 of the Negotiable Instruments Act and provisions of the Code of Civil Procedure.

17. That under the circumstances, you are hereby called upon to pay unto my client an amount of Rs. 40,000/- (Rupees Forty Thousand only) together with interest @ 15% per annum, WITHIN FIFTEEN DAYS from the receipt of this notice, failing which my client will be constrained to take against you an appropriate legal action including filing of a criminal complaint, which please note. That since your illegal behaviour has necessitated the issue of this notice, you are hereby charged with its costs, i.e. Rs. 2,100/-, which also please further note.

Yours faithfully,

ADVOCATE.