

Sample Cheque Bounce Notice Format

To,

Date: __/__/2019

Name of the party/parties

Address

Contact info

Sub: Legal notice under section 138 of Negotiable Instrument Act for dishonour of cheque.

Dear Sir/Madam,

Under instructions and authority from my client M/s. _____ we serve upon you the following legal notice.

1. That my client is a Private Limited Company engaged in trading of computers, laptops, computer parts and accessories the name of _____ having office at _____.
2. That in the year _____ you have approached my client through E-mail communication of your employee _____ to purchase _____ for your office. Subsequently you have issued purchase order dated _____ amounting to rupees _____ for _____.
3. That you have promised our client to pay the cost of the product in the form of Current Dated Cheque as mentioned in the purchase order.
4. That our client had relied on your promise and as instructed by you delivered the _____ at your office at _____ vide Invoice No. _____ dated _____.
5. That you have issued Cheque No. _____ dated _____ for Rs. _____/- (Rupees _____ only) drawn _____ towards payment against the Invoice.
6. That the aforesaid cheques No. _____ dated _____ for Rs. _____/- was presented by our client M/s. _____ on _____ to your bankers i.e. _____.
7. Our clients shock and surprise the said cheque had been dishonoured by your bankers with the reason "Fund Insufficient" which was intimated to our client by their _____ through their cheque return memo dated _____.
8. That there after inspite of many telephonic reminders by my client, you failed to make the payment due to my client.
9. That it is now clear that you had dishonest intention at the time of purchasing _____ from my client and deceived my client to the tune of _____.
10. My client states that you have issued the above said cheques 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. _____/- 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 for which you will be liable for all costs and consequences.

12. This is without prejudice to all other legal rights and remedies available to our client for the above-stated purpose.
13. You are liable to pay a sum of Rs. _____/- as necessary cost and expenses of sending the present legal notice to you.
14. Copy of this legal notice is also kept at my office for further ready reference it required in future.

Yours faithfully,

Signature

(Advocate)