

By RPAD

**Date:- 04.10.2018**

**To:-**

Sri. Sunil E D  
S/o. Duggappa  
Aged about 27 years  
Ilikere, Niluvagilu,  
Koppa Taluk  
Chikkamagaluru District-577120

**Subject:-** Legal notice issued under section 138 of  
Negotiable Instruments Act.

1. Under the instructions and upon the information received from my client Mr. Sandeep B H, Halappa Gowda B M, Bavane Village, Ramakrishnapura Post, Thirthahalli Taluk, I issue this notice to you, for the followings.
2. You have fully aware of the fact that, you and my client Sri Sandeep B H are well-known each other and very close friends since several years, also you are fully aware of the facts that Out of said friendship, you have approached my client for a loan of Rupees.90,000/- to repay hand loans to the third parties and also you assured that you will shortly get the bank loan and you will repay my client money immediately when you will get the loan from the bank. After several requests, my client had issued a hand loan of Rupees. 90,000/- (Rupees Ninety Only) to you. That on the same day after receipt of the above said amount, you have agreed to refund the entire

loan amount within three months from the date of the loan, with interest at the rate of 2% per month.

3. You have fully aware of the fact that, thereafter you have not repaid any amount either towards the principle or the interest as agreed by you. After several requests and demands you have agreed to pay the principle loan amount, accordingly you have issued a cheque in favor of my client, bearing no.**278509** dated **05.09.2018** of State Bank of India, Station Road Kundagol Branch, Dharwar, for sum of 90,000/- (Rupees Ninety Only). And also you promised that you will pay the remaining interest amount earliest as per above said interest calculation, apart from the above cheque amount. You have further promised with my client that you will arrange sufficient funds in your bank account on cheque date and the cheque will be duly honored on its presentation to the bank. That my client bonafidely accepted above said cheque from you.

4. That as per your instructions, my client has presented above said cheque for encashment through their bankers, Corporation Bank, Yashawanthapura Branch, Bangalore. **On 07.09.2018** my client surprisingly received back the said cheque from the above said Central Bank, with the written memo stating “**FUNDS INSUFFICIENT**” That my client apprehends that you have fully aware of the fact that your account has been already closed in the HDFC Bank, M G Road Branch, Bangalore. That you have issued the above said cheque in favour of my client to avoid the payment, to cheat and cause loss and hardship to him, by knowingly your account has been closed, in the above said branch Hence you are liable to punish under section 138 of Negotiable

Instrument's Act and 420 of Indian Penal Code, wherein upon conviction, you will be liable to pay double the cheque amount or undergo imprisonment or both. that my client came to know about the said fact of dishonour of cheques through their bankers. Hence this notice.

THEREFORE, I hereby called upon you that you shall pay the above said first cheque amount of **Rupees.90,000/- (Rupees Ninety Only)**, to my client within 15 days from the date of receipt of this legal notice, failing which my client will be constrained to take suitable legal action against you before the appropriate court under the provisions of law. In that event you are only held liable for all cost and consequences arising out of the same.

You are liable to pay the notice charges of Rs.10,000/- (Rupees Ten Thousand Only) to my client.

Yours truly,