

SAGAR & ASSOCIATES

Advocates & Solicitors

CHAMBER NO: 1002, ROHINI DISTRICT COURT, LAWYER'S CHAMBER BLOCK,
DELHI-110085

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KAMAL

ADVOCATE (D/627/2023)
(D/8646/2021)

GULSHAN

ADVOCATE

SPEED POST/E-MODE

DATE:17/11/2024

1. M/S DURGA PACKAGING
THROUGH ITS DIRECTORS/PROPRIETORS/OWNERS/PARTNERS
FLOOR NO.108/406, GROUND FLOOR,
SIRASPUR ROAD, KHERA KALAN SUB,
SIRASPUR, NEW DELHI-110082
PHONE NO. 9873210254

2. SMT. SUMAN
DIRECTOR/ PROPRIETORS /OWNER/PARTNER
FLOOR NO.108/406, GROUND FLOOR,
SIRASPUR ROAD, KHERA KALAN SUB,
SIRASPUR, NEW DELHI-110082
PHONE NO.9873210254

NOTICE UNDER SECTION 138 OF NEGOTIABLE INSTRUMENTS ACT,1881 REGARDING DISHONOR OF CHEQUE

Sir/madam,

Under the instructions from and on behalf of our client MR. KRISHNA KHANDELWAL and having his office at Khasra No.16/6 Street No 14, Block J, Swaroop Nagar, North West Delhi 110042, I do hereby serve upon you with the following legal notice under section of 138 of NI ACT 1881.

1. That our client is a Proprietor of M/S VASUDEV TRADERS and a manufacturer and Dealer of Chemical Products (Gum Glue Chemical, Stitching wire, maize starch powders) etc. and running his office at the above said addresses since long time and has good reputation in the footwear industries.
2. That you noticee no.1 is the company which is run, managed and controlled by its DIRECTORS/PROPRIETORSHIP/CEO/OWNERS/PARTNER and being run at the above said address and you noticee company is dealing in same business & Packaging Products.
3. That your Business Concern M/s M/S DURGA PACKAGING had purchased Goods from my client Materials/goods (STITCHING WIRE, MAIZE STARCH POWDERS) vide their invoice bearing no.129 Dated 24/06/24 for Rs. 13520/-
4. On the delivery of goods are above mentioned, you issued a cheque bearing no.205266 dated. 23/07/24 for Rs. 13520/- which I drawn on HDFC BANK LTD.
5. That when the aforesaid cheque was presented by our client M/s.VASUDEV TRADERS to your Bankers i.e. PUNJAB NATIONAL BANK the same was returned unpaid by the Bank with the remarks/reasons "Funds Insufficient".
On Dated: 21/10/24
6. That thereafter in spite of many telephonic reminders and personal visits by the representative of our client to your office, you failed to make the payment due to our client.
7.
That on account of the above facts, you are liable to be prosecuted under section 138 of the Negotiable Instrument Act, 1881 as amended up to date under which you are liable to be punished with imprisonment which may

extend to one year or with fine which may extend to twice the amount of cheque or with both.

8. Under the circumstances, we call upon you to make the payment of Rs.14557 being the principal amount of the aforesaid cheque along with interest @ 24% per annum till the time of actual payment within a period of 15 (fifteen) days from the date of receipt of this notice, failing which we will be bound to take further necessary action under the provisions of Negotiable Instrument Act, 1881 against you in the competent court of law at your risk and cost.
9. This is without prejudice to all other legal rights and remedies available to our client for the above-stated purpose.

I, hereby call upon you noticees to pay, an amount of **Rs. 14557/-** (Fourteen Thousand Five Hundred Fifty Seven Rupees only) against goods including interest and calculation of which has been mentioned herein above and as the same are due & outstanding against you, along with interest @ 24% from 23 July 2024 to 17, November 2024 to our client within a period of fifteen(15) days from the receipt of this legal notice, failing which our client shall be constrained to initiate appropriate civil as well as criminal proceeding against you before the competent court of law which shall be at your risk, peril, consequences and costs.

Please take note that we have definite instructions from our client to initiate appropriate legal proceedings, both civil as well as criminal against you noticees for the recovery of the said amount, the costs and consequences of which shall be borne by you noticees.

It is imperative that you pay a sum of Rs. 5000/- as charges of the present legal notice and the present Notice contains 4 (four) pages and each page of it has been

signed by I ,An office copy of the above notice has been retained in our office for future use and reference.

For ADVOCATE
SAGAR & ASSOCIATES
KAMAL
(D/627/2023)