Alpha Sample Foods Private Limited
Plot 12, Sample Industrial Estate, Pune, Maharashtra 411001

LEGAL NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

Ref. No.: VV/LN/CHEQUE-BOUNCE/2026/SAMPLE **Date:** 10 March 2026

By: Registered Post A.D.

To,
Gamma Example Traders
Shop 7, Example Market Yard, Satara, Maharashtra 415001
(Drawer of the cheque)

Subject: Dishonour of cheque — demand for payment under Section 138 of the Negotiable Instruments Act, 1881

Sir / Madam,

I, Alpha Sample Foods Private Limited, Plot 12, Sample Industrial Estate, Pune, Maharashtra 411001, hereby serve upon you the following notice:

1. Alpha Sample Foods Private Limited (hereinafter "the Sender") addresses this notice to Gamma Example Traders (hereinafter "the Recipient") in respect of the matters set out below.

2. The facts giving rise to this notice, as stated by the Sender, are as follows: Gamma Example Traders bought packaged spices on credit under invoices raised in January 2026 and issued a cheque towards the outstanding balance.

3. The material dates are — cheque date: 15 February 2026; date the cheque was presented: 20 February 2026; date of the bank's return memo (dishonour): 24 February 2026.

4. By reason of the aforesaid, a sum of ₹1,85,000.00 has become due and payable by the Recipient to the Sender.

5. The acts and omissions of the Recipient set out above are wrongful and contrary to the Recipient's obligations and to the provisions of

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law cited below, and the Recipient is liable to remedy the same forthwith.

PROVISIONS OF LAW

1. **Section 138 of the Negotiable Instruments Act, 1881** — Dishonour of a cheque drawn for the discharge of a debt or liability, for want of funds or because it exceeds the arrangement, is an offence punishable with imprisonment up to two years or fine up to twice the cheque amount, or both — provided the cheque was presented within its validity, a written demand was made within 30 days of the dishonour memo, and the drawer failed to pay within 15 days of receiving that demand.

2. **Section 138, proviso (b) of the Negotiable Instruments Act, 1881** — The payee or holder must make a written demand for the cheque amount within thirty days of receiving the bank's information that the cheque was returned unpaid.

3. **Section 138, proviso (c) of the Negotiable Instruments Act, 1881** — The drawer has fifteen days from receipt of the demand notice to pay; the offence is complete only if payment is not made within that period.

4. **Section 142 of the Negotiable Instruments Act, 1881** — A court takes cognizance only on a written complaint by the payee or holder, filed within one month of the cause of action (the expiry of the fifteen-day period), before the court within whose jurisdiction the payee's bank branch is situated.

DEMAND

You are hereby called upon to pay to the Sender a sum of ₹1,85,000.00 (being the cheque amount) within **15 (fifteen) days** of receipt of this notice, that is on or before **25 March 2026**.

CONSEQUENCES OF NON-COMPLIANCE

Failing compliance within the said period, the Sender shall be constrained to initiate, without any further notice, the following at your risk as to cost and consequences:

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1. criminal complaint under Section 138 read with Section 142 of the Negotiable Instruments Act, 1881 before the competent Magistrate
2. civil proceedings for recovery of the amount with interest and costs

The Sender reserves the right to claim the costs of this notice and of all further proceedings.

A copy of this notice is retained by the Sender for record and further action.

All rights and remedies of the Sender are expressly reserved.

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Alpha Sample Foods Private Limited
Sender / Authorised Signatory

Signature / stamp

ENCLOSURES

- Copy of the dishonoured cheque
- Copy of the bank's return memo
- Copy of the invoice / document evidencing the debt
- Copy of the correspondence / reminders exchanged between the parties

This notice was drafted on Vyapaar Vaani from the details provided by the sender. It is a self-help draft for review by an advocate; it is not legal advice and does not create an advocate–client relationship.

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