

LEGAL NOTICE

(Under Section 138 read with Section 142 of the Negotiable Instruments Act, 1881)

Date: 18 June 2026

By Registered Post A.D. / Speed Post / UPC

To,

Sh. Manoj Tiwari

12, Rajendra Nagar, Patna - 800016

From,

Smt. Priya Sharma

Through: Adv. Ravi Shankar Singh, Advocate

Chamber No. 15, Bar Association Building, Patna High Court

Campus, Patna

Subject: Statutory Demand Notice under Section 138 of the Negotiable Instruments Act, 1881 — Cheque No. 005382 dated 10.01.2025 for Rs. 2,50,000/- (Two Lakh Fifty Thousand) drawn on State Bank of India, Boring Road Branch, Patna — dishonoured on 17.01.2025

Sir/Madam,

Under instructions from and on behalf of my client, Smt. Priya Sharma, I hereby serve upon you this statutory notice under Section 138 of the Negotiable Instruments Act, 1881, and call upon you to note as under:

1. That the Respondent, **Sh. Manoj Tiwari**, is personally indebted to the Applicant, **Smt. Priya Sharma**, in respect of a sum of **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**, being the outstanding amount due and payable towards repayment of a

personal loan of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) advanced by the Applicant, Smt. Priya Sharma, to the Respondent, Sh. Manoj Tiwari, out of natural love, trust, and financial necessity. The said loan amount was duly received by the Respondent, Sh. Manoj Tiwari, and the liability to repay the same is legally enforceable, subsisting, and undeniable as on the date of this notice.

2. That towards part/full discharge of the aforesaid legally enforceable liability and debt, the Respondent, **Sh. Manoj Tiwari**, voluntarily drew, signed, and issued a cheque bearing **Cheque No. 005382 dated 10.01.2025** for an amount of **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** in favour of the Applicant, **Smt. Priya Sharma**, drawn on **State Bank of India, Boring Road Branch, Patna**. The said cheque was issued by the Respondent in acknowledgment and partial/full satisfaction of the outstanding debt, and there existed, at the time of issuance, an enforceable liability on the part of the Respondent to honour the said instrument upon its presentation. By virtue of Section 139 of the Negotiable Instruments Act, 1881, it shall be presumed that the said cheque was issued in discharge of a legally enforceable debt or liability.

3. That the Applicant, **Smt. Priya Sharma**, acting in good faith and in the ordinary course of business, duly presented the aforesaid cheque bearing **Cheque No. 005382** through her banker for encashment and collection on **15.01.2025**. However, to the shock and utter dismay of the Applicant, the said cheque was returned unpaid and dishonoured by the drawee bank, namely **State Bank of India, Boring Road Branch, Patna**, vide the bank's

return/dishonour memo dated **17.01.2025**, bearing the specific endorsement "**Insufficient Funds**". The said dishonour is attributable solely to the failure and neglect of the Respondent, Sh. Manoj Tiwari, to maintain adequate funds in the said bank account to meet the payment of the cheque upon its presentation.

4. That the dishonour of the aforesaid cheque bearing **Cheque No. 005382 dated 10.01.2025** for Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) with the endorsement "**Insufficient Funds**" constitutes a cognizable criminal offence under **Section 138 of the Negotiable Instruments Act, 1881**, as the cheque was drawn by the Respondent, **Sh. Manoj Tiwari**, on an account maintained by him with the aforesaid bank, towards the discharge of a legally enforceable debt or liability. The said offence is punishable with imprisonment for a term which may be extended to **two years**, or with a **fine which may extend to twice the amount of the said cheque**, i.e., up to **Rs. 5,00,000/- (Rupees Five Lakh Only)**, or with **both** such imprisonment and fine, as per the penal provision prescribed under Section 138 of the Negotiable Instruments Act, 1881. The Respondent, Sh. Manoj Tiwari, is hereby warned that the Applicant reserves the right to initiate criminal prosecution against him without further notice, delay, or reference.

5. That as mandated under **Proviso (b) to Section 138 of the Negotiable Instruments Act, 1881**, the payee or holder in due course is required to make a written demand upon the drawer for the payment of the dishonoured cheque amount within a period of **thirty (30) days** from the date of receipt of information from the bank concerning the return of the cheque as unpaid. The Applicant,

**Smt. Priya Sharma**, having received intimation of the dishonour of Cheque No. 005382 vide the bank's return memo dated **17.01.2025**, is well within the prescribed statutory limitation period for issuance of this legal demand notice. This notice is accordingly being served upon the Respondent, **Sh. Manoj Tiwari**, in strict compliance with and in due observance of the mandatory procedural requirement prescribed under Proviso (b) to Section 138 of the Negotiable Instruments Act, 1881.

### **DEMAND**

You are hereby called upon to make payment of the said sum of Rs. 2,50,000/- (Two Lakh Fifty Thousand) to my client within a period of fifteen (15) days from the date of receipt of this notice, failing which my client shall be constrained to initiate criminal proceedings against you under Section 138 of the Negotiable Instruments Act, 1881, before the competent Magistrate having jurisdiction, at your risk, cost, and consequences.

Please note that under Section 138, if you fail to make payment within 15 days of receipt of this notice, my client shall file a criminal complaint within 30 days thereafter, and upon conviction you shall be liable to imprisonment for a term which may extend to two years, or with fine which may extend to twice the amount of the cheque, or with both.

A copy of this notice is retained in my office for record and further legal action.

Yours faithfully,

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Adv. Ravi Shankar Singh

Advocate

Enrollment No. J/845/2012

Chamber No. 15, Bar Association Building, Patna High Court

Campus, Patna

(Counsel for Smt. Priya Sharma)

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AI-assisted draft — verify with applicable law before filing. Lawie does not provide legal advice.