

# FACULTY OF JURIDICAL SCIENCES

COURSE: B.A.LL.B./BBA.LLB/LL.B.

Semester - II

SUBJECT: ALWS II

SUBJECT CODE: BAL-208/BBL-208/LLB-206

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# Lecture-34



## **Common mistakes while replying to a legal notice**

1. **Time:** The most common mistake is not replying to a legal notice on time. The sender should try to reply to the notice as soon as possible and within the stipulated time as mentioned in the sender's notice. Otherwise, the sender can take strict actions.
2. **Reply:** The mistake the party makes is that they do not reply in a proper and prescribed manner. The notice should be properly replied, if the party is unable to understand the terms of the notice, a professional advocate should be consulted.
3. **Sections:** The mistake that is made is that the party forgets to mention the sections under which it is sending the notice. It is important that the party should be aware of the relevant sections under which it is sending the notice.
4. **Date:** The people forget to mention the date in the notice. It is very important to mention a date in the notice.
5. **Sign:** If the party consults an advocate then it should not forget that both the party's and an advocate's signature is required.
6. **Address:** The present address of the sender should be mentioned so that it reaches to the proper person in proper time. Causing delay might act against the party later.
7. **Contact:** The sender's present working phone number should be addressed.

## **What to do when one receives a legal notice:**

1. The first thing to do after receiving a legal notice is to call the sender of the notice with the aim to resolve the dispute amicably.
2. Though it is not mandatory to reply to a legal notice but still it is advisable to send an appropriate reply to the legal notice.

3. If in case one fails to send a reply to a legal notice, the other party may use that as an advantage and while drafting the petition, they may blame for not adhering to the requirements of the notice, for which reason the case has been filed.
4. If in one's opinion the facts that have been stated in a legal notice are not true and he needs to contest a legal notice, then he can take consultation from an experienced lawyer, seek his assistance and draft a proper reply to the legal notice, denying the contents stated in the legal notice. The legal notice must be sent via registered post or courier.
5. While sending a reply to the legal notice, check whether the claim in the legal notice is time-barred or not. If the claim is time-barred then one should only reply that the claim is not within the limitation period.

Sample:

Notice under Negotiable Instruments Act, 1881 regarding dishonour of cheque

To,

Sh.(Name & Address)

\_\_\_\_\_

Sub:- Notice under Section 138 of the Negotiable Instruments Act for Dishonour of cheque due to insufficient funds.

Respected Sir,

Under instructions and authority from our client M/s. \_\_\_\_\_ having their office at \_\_\_\_\_, we serve upon you the following notice of demand under Section 138 of the Negotiable Instruments Act.

That your business concern M/s \_\_\_\_\_ had purchased from my client goods (Name and brief description of goods) vide their invoice bearing no. \_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

On delivery of goods above mentioned, you issued a cheque bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank.

That when the aforesaid cheque was presented by our client M/s. \_\_\_\_\_ to your Bankers i.e. \_\_\_\_\_ the same was returned unpaid by the Bank with the remarks/reasons "Insufficient Funds". This fact was brought to your notice by our client vide letter dated \_\_\_\_\_.

That in reply to our client's letter, you sent a letter dated \_\_\_\_\_ requesting him to deposit the cheque again with a banker and assured him that they will be cleared this time.

My client again presented your above-mentioned cheque with its bankers, this time again the cheque was returned unpaid by the bank due to insufficient funds.

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.

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.

Under the circumstances, we call upon you to make the payment of Rs. \_\_\_\_\_ being the principal amount of the aforesaid cheque along with interest @ \_\_\_\_\_ % 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.

This is without prejudice to all other legal rights and remedies available to our client for the above-stated purpose.

Kindly take notice.

Date: \_\_\_\_\_

Yours faithfully,

\_\_\_\_\_

Notice by Vendor to complete the purchase of immovable property

Advocate

\_\_\_\_\_

Date \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Re: Sale of House No. \_\_\_\_\_ situated at \_\_\_\_\_.

Respected Sir,

Under instructions of my client Shri \_\_\_\_\_ s/o \_\_\_\_\_ r/o

\_\_\_\_\_.

It is stated as follows:

My client had entered into an agreement for sale dated \_\_\_\_\_ with you for sale of house No. \_\_\_\_\_, situated at \_\_\_\_\_. for a consideration of Rs. \_\_\_\_\_ and in terms of clause \_\_\_\_\_ of the said Agreement, the said transaction is to be completed within \_\_\_\_\_ months from the date of the said agreement.

My client was and is still willing and ready to execute a sale deed in your favor or in favor of any person as you may direct in accordance with the terms of the said agreement, but the same was not done for reasons of your own.

I hereby call upon you to have the deed of conveyance executed by my client against payment of the balance of the consideration money on or before the \_\_\_\_\_ day of \_\_\_\_\_ in terms of the said agreement, failing which the said agreement will stand cancelled and the earnest money paid by you will stand forfeited.

However, this is without prejudice to the rights of my client to recover all costs, damages, losses, and expenses incurred by him by reason of your default in performing the said agreement.

Yours faithfully,

\_\_\_\_\_

#### Conclusion

It is common to receive legal notice these days because of so many contracts and agreements. But what is important is to thoroughly go through legal notice and take a wise decision yourself and if you are unable to do so then a profound lawyer must be contacted. A prompt reply should be given and efforts should be made to settle the matter through negotiation, arbitration or mediation rather than dragging the matter to the Court which requires much more effort, time and money.