

IN THE HON'BLE COURT OF THE CHIEF JUDICIAL MAGISTRATE(CJM)  
DISTRICT COURT OF , .  
COMPLAINT No. OF 2020.

MEMO OF PARTIES

IN THE MATTER OF:

.....COMPLAINANT

VERSUS

.....ACCUSED

COMPLAINANT

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**

**Advocate(s) for the Complainant**

Chamber No.103, New Lawyers Chambers

CK Daphtary Block, Tilak Lane

Supreme Court of India, New Delhi-110001

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Filed by-  
Filed on-  
Place-

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COMPLAINT No. OF 2020.

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COMPLAINANT

THROUGH COUNSEL

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**Advocate(s) for the Complainant**  
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IN THE HON'BLE COURT OF THE CHIEF JUDICIAL MAGISTRATE(CJM)  
DISTRICT COURT OF \_\_\_\_\_,  
COMPLAINT No. \_\_\_\_\_ OF 2020.

IN THE MATTER OF:

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**COMPLAINT UNDER SECTION 138-142 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881 READ WITH SECTION 420 OF THE INDIAN PENAL CODE(I.P.C.) 1908.**

**MOST RESPECTFULLY SHOWETH:**

1. That the Complainant herein is a Company incorporated under the provision of the Companies Act, 1956 having its registered office at \_\_\_\_\_(Address)\_\_\_\_\_ and its Corporate Office at \_\_\_\_\_(Address)\_\_\_\_\_. The Complainant Company duly authorized \_\_\_(name of authorized person, legal)\_\_\_ to institute, prosecute, depose and do other ancillary and incidental things on behalf of the Complainant Company and to sign, verify and institute the present complaint.
2. That the Complainant herein is a leading real estate advisory firm in the name and style of “\_\_(name of company)\_\_\_” who has worked in the \_\_(field/industry)\_\_\_ for more than \_\_(time Period)\_\_\_ with Big MNC's across the globe as its client(s).
3. That the Accused person approached the Complainant in the month of May, 2019 in order to facilitate the leasing of his premises admeasuring approx 2500 sq. ft. of area situated at \_\_\_\_\_.
4. That on 31/05/2019 a Fee Confirmation Letter (FCL) was also signed between the Accused and the Complainant whereby the Accused was

agreed to avail consultancy and brokerage services of the Complainant and agreed to pay Consultancy/brokerage fee amounting to three(3) months rent alongwith the applicable GST/Taxes to be paid additionally in the following manner:

- a) 1 Month Rent at the signing of the LOI.
  - b) 1 Month Rent upon signing of lease deed by the lessee.
  - c) 1 Month Rent at the time of possession.
5. That after receiving the confirmation from the Accused by signing the Fee Confirmation Letter(FCL) dated 31/05/2019 , the Complainant started to work upon the requirements and specifications shared by the accused.
  6. That the Complainant introduced the Accused to various prospective tenants in the lieu of to Lease out the abovementioned property and finally the Accused agreed to Lease Out above stated premises to M/s Bundl Technologies Private Limited (Swiggy) having their Registered Office at \_\_\_\_\_(Address)\_\_\_\_\_ and Corporate Office at \_\_\_\_\_(Address)\_\_\_\_\_.
  7. That on 04/06/2019 the Lease Deed was signed and executed between the Accused and proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy). The said premises was leased out to proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy) at monthly rent amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only with Rent Free Period of Sixty (60) days.
  8. That after the said premises was leased out to proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy), the Complainant demanded consultancy fees equivalent to brokerage fee of three (3) months' rent as per the agreement along with applicable GST payable as stated in Fee Confirmation Letter (FCL) dated 31/05/2019.
  9. That on 14/06/2019 the Complainant raised the first Invoice dated 14/06/2019 bearing Invoice No. \_\_\_\_\_ amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only.

10. That on 17/06/2019 the Accused made a payment amounting to Sum of Rupees One Lakh Forty Three Thousand Four Hundred and Sixty Eight (INR 1,43,468) Only in order to discharge the part of your liability against the invoice dated 14/06/2019.
11. That on 01/08/2019 the Complainant raised the second invoice amounting to sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only.
12. That after repeated reminder(s) vide e-mail(s) and telephonic calls, the Accused issued cheque no. \_\_\_\_\_ dated 10/09/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only after deducting 5% TDS in order to discharge of your liability against the services availed.
13. That the Complainant presented the above said cheque to his HDFC Bank, Lucknow Branch and on 19/09/2019 the Complainant was informed by the bank that above said cheque has been returned unpaid by the drawee bank because of the reason **“Funds Insufficient”**
14. That the Complainant informed the Accused regarding the dishonour of above said cheque through legal notice dated 11/10/2019 whereby the Accused were called upon by my Client to pay Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only within Fifteen (15) days of the receipt of that notice failing which the Complainant shall be constrained to initiate legal proceedings (civil and criminal) against Accuse in the court of law at his risks and costs.
15. That the Accused replied to the legal notice dated 11/10/2019 vide mail dated 31/10/2019 in which accused requested the Complainant to raise the fresh invoice of total outstanding amount payable by him.
16. That on request of the Accused , the Complainant raised a fresh invoice dated 15/11/2019 vide invoice No.401/RT/19-20 amounting to sum of Rupees Three Lakhs Twenty Six Thousand Seven Hundred and Eighty Six (INR 3,26,786/-) Only.
17. That the accused give assurance to the complainant to present the above said again and same will be honoured. The Complainant as per the

accused assurance presented the cheque bearing no.\_\_\_\_\_ dated 10/09/2019 again on 29/11/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only after deducting 5% TDS in order to discharge remaining liability against the services availed by the accused .

18. That the Complainant again presented the above said cheque to his HDFC Bank, Lucknow Branch and on 30/11/2019 the Complainant was informed vide Return Memo the bank that above said cheque has been returned unpaid by the drawee bank because of the reason **“Funds Insufficient”**.

19. That it is most respectfully submitted that the Complainant again sent the statutory notice dated 24/12/2019 to Accused section 138 of Negotiable Instruments Act, 1881 vide email dated 27/12/2019 and also through registered post which was duly served upon the accused on 01/01/2020 as per the postal delivery report. however the abovesaid legal notice never replied nor any payment has been made by the accused towards his outstanding liability.

20. That the aforesaid act on part of Accused clearly shows his malafide intention to cheat the Complainant. The Accused never bothered to make arrangements against the cheque issued by him and given false assurance to the complainant that the above said cheque got honoured on presentation. The abovesaid cheque issued solely with a view to caused wrongly gain to himself and loss to the Complainant.

21. That in the facts and circumstances of the case, the accused persons have thus committed offences punishable under Section 138 of Negotiable Instruments Act, 1881 read with other provisions as amended up to date and under Section 420 of IPC for deliberate and with full knowledge of deceiving and causing damages and wrongful loss to the complainant by issuing the said cheque.

22. That it is most respectfully submitted that the Accused failed to make the payment by 16.01.2020 i.e., within fifteen days from the date on which

accused received notice under section 138 of Negotiable Instruments Act, 1881. It is submitted that the cause of action, within the meaning of section 138(c) of Negotiable Instruments Act, 1881, for filing the present complaint arose on 17.01.2020 and the present complaint is filed within the prescribed time limit.

23. That this Hon'ble Court has the jurisdiction to try and entertain the present complaint since the complainant has its Corporate office at Gurugram, and the Complainant is maintaining his bank account in HDFC Bank Gurugram Branch, hence this Hon'ble Court has territorial jurisdiction to entertain, try and adjudicate upon the present complaint.

24. That the accused persons have committed an offence punishable under provisions of Section 138 read with Section 141 and 142 of Negotiable Instruments Act and Section 420 IPC.

### **PRAYER**

In the light of the above mentioned facts complainant most humbly prays that this Hon'ble Court may kindly be pleased to:

- a. Take cognizance of the offence committed by the accused, and try and punish the accused in accordance with the law.
- b. Pass any other direction(s) or order(s) which this Hon'ble Court may deem necessary in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE HUMBLE COMPLAINANT AS IN DUTY BOUND SHALL EVER PRAY

Complainant

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**

**Advocate(s) for the Complainant**

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**EVIDENCE BY WAY OF AFFIDAVIT OF SH. \_\_\_\_\_, AUTHORISED REPRESENTATIVE, ON BEHALF OF COMPLAINANT.**

I \_\_\_(name of the complainant)\_\_\_, aged \_\_ years, S/o \_\_\_\_\_, Authorised Representative of Complainant Company having its registered office at \_\_\_(address)\_\_\_, do hereby solemnly affirm and declare as under:

1. That the Deponent herein is a Company incorporated under the provision of the Companies Act, 1956 having its registered office at \_\_\_(Address)\_\_\_ and its Corporate Office at \_\_\_(Address)\_\_. The Complainant Company duly authorized \_\_\_(name of authorized person)\_\_\_ to institute, any and to sign, verify and institute the present complaint. prosecute, depose and do other ancillary and incidental things on behalf of the Complainant Company. The Certificate of Incorporation of the Complainant Company is exhibited as **Ex. CW-1/1** and the authorization Letter issued by the Complainant Company is exhibited as **Ex. CW-1/2**
2. That the Complainant Company herein is a leading real estate advisory firm in the name and style of “\_\_\_\_\_” who has worked in the real estate industry for more than \_\_\_(time period)\_\_\_ with Big MNC’s across the globe as its client(s).
3. That the Accused person approached the Deponent in the month of May, 2019 in order to facilitate the leasing of his premises admeasuring approx

2500 sq. ft. of area situated at CP 47A, Sec-E, Jankipuram, Lucknow, Uttar Pradesh-226021.

4. That on 31/05/2019 a Fee Confirmation Letter (FCL) was also signed between the Accused and the Deponent whereby the Accused was agreed to avail consultancy and brokerage services of the Deponent and agreed to pay Consultancy/brokerage fee amounting to three(3) month's rent alongwith the applicable GST/Taxes to be paid additionally in the following manner:

- d) 1 Month Rent at the signing of the LOI.
- e) 1 Month Rent upon signing of lease deed by the lessee.
- f) 1 Month Rent at the time of possession.

Copy of the Fee Confirmation Letter (FCL) dated 31/05/2019 is exhibited as **Ex. C/W-1/3.**

5. That after receiving the confirmation from the Accused by signing the Fee Confirmation Letter (FCL) dated 31/05/2019, the Deponent started to work upon the requirements and specifications shared by the accused.
6. That the Deponent introduced the Accused to various prospective tenants in the lieu of to Lease out the abovementioned property and finally the Accused agreed to Lease Out above stated premises to M/s Bundl Technologies Private Limited (Swiggy) having their Registered Office at \_\_\_\_ (Address) \_\_\_\_ and Corporate Office at \_\_\_\_ (Address) \_\_\_\_.
7. That on 04/06/2019 the Lease Deed was signed and executed between the Accused and proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy). The said premises was leased out to proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy) at monthly rent amounting to Sum of Rupees \_\_\_\_\_ (INR \_\_\_/-) Only with Rent Free Period of Sixty (60) days. Copy of the Lease Deed dated 04/06/2019 is exhibited as **Ex.- C/W-1/4 .**
8. That after the said premises was leased out to proposed lessee i.e. M/s Bundl Technologies Private Limited (Swiggy), the deponent demanded consultancy fees equivalent to brokerage fee of three (3) months' rent as

per the agreement along with applicable GST payable as stated in Fee Confirmation Letter (FCL) dated 31/05/2019.

9. That on 14/06/2019 the Deponent raised the first Invoice dated 14/06/2019 bearing Invoice No. \_\_\_\_\_ amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only. Original Copy of the Invoice dated 14/06/2019 bearing Invoice No. \_\_\_\_\_ is exhibited as **Ex-C/W-1/5.**
10. That on 17/06/2019 the Accused made a payment amounting to Sum of Rupees One Lakh Forty Three Thousand Four Hundred and Sixty Eight (INR 1,43,468) Only in order to discharge the part of your liability against the invoice dated 14/06/2019.
11. That on 01/08/2019 the Deponent raised the second invoice amounting to sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only.
12. That after repeated reminder(s) vide e-mail(s) and telephonic calls, the Accused issued cheque no. \_\_\_\_\_ dated 10/09/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only after deducting 5% TDS in order to discharge of your liability against the services availed. Original Cheque Bearing No. \_\_\_\_\_ dated 10/09/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only is exhibited as **Ex- C/W-1/6 .**
13. That the Deponent presented the above said cheque to his HDFC Bank, Lucknow Branch and on 19/09/2019, the deponent was informed by the bank that above said cheque has been returned unpaid by the drawee bank because of the reason **“Funds Insufficient”**. Original Cheque Return Memo dated 19/09/2019 is exhibited as **EX-C/W-1/7.**
14. That the Deponent informed the Accused regarding the dishonour of above said cheque through legal notice dated 11/10/2019 through register post whereby the Accused were called upon by deponent to pay Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only within Fifteen (15) days of the receipt of that notice failing which the Complainant shall be constrained to initiate legal proceedings (civil and criminal) against Accused in the court

of law at his risks and costs. Copy of the Legal Notice Dated 11/10/2019 is exhibited as **Ex-C/W-1/8** and Original Postal Receipt dated 14/10/2019 is exhibited as **Ex-C/W-1/9** and Copy of the Postal Delivery Report is exhibited as **Ex-C/W-1/10**.

15. That the Accused replied to the legal notice dated 11/10/2019 vide mail dated 31/10/2019 in which accused requested the Complainant to raise the fresh invoice of total outstanding amount payable by him. Copy of the Email dated 31/10/2019 is exhibited as **Ex-C/W-1/11**.
16. That on request of the Accused, the Complainant raised a fresh Invoice dated 15/11/2019 vide invoice No.401/RT/19-20 amounting to sum of Rupees Three Lakhs Twenty Six Thousand Seven Hundred and Eighty Six (INR 3,26,786/-) Only. Original Copy of Invoice dated 15/11/2019 vide invoice No.401/RT/19-20 is exhibited as **Ex.-C/W-1/12**.
17. That the accused give assurance to the complainant to present the above said again and same will be honoured. The Complainant as per the accused assurance presented the cheque bearing no. \_\_\_\_\_ dated 10/09/2019 again on 29/11/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees \_\_\_\_\_(INR\_\_\_/-) Only after deducting 5% TDS in order to discharge remaining liability against the services availed by the accused.
18. That the Deponent again presented the above said cheque to his HDFC Bank, Lucknow Branch and on 30/11/2019 and the Deponent was informed vide Return Memo the bank that above said cheque has been returned unpaid by the drawee bank because of the reason **“Funds Insufficient”**. Original Cheque Return Memo dated 30/11/2019 is exhibited as **Ex-C/W-1/13**.
19. That it is most respectfully submitted that the Deponent again sent the statutory notice dated 24/12/2019 to Accused under section 138 of Negotiable Instruments Act, 1881, vide mail dated 27/12/2019 and also through registered post which was duly served upon the accused on 01/01/2020 as per the postal delivery report. However the abovesaid legal

notice never replied nor any payment has been made by the accused towards his outstanding liability. Copy of the Legal Notice dated 24/12/2019 is exhibited as **Ex-C/W-1/14(COLLY)** and Copy of the Email dated 27/12/2019 is exhibited as **Ex-C/W-1/15** and Original Postal receipt dated 30/12/2019 is exhibited as **Ex-C/W-1/16** and Copy of Postal Delivery report is exhibited as **Ex-C/W-1/17.**

20. That the aforesaid act on part of Accused clearly shows his malafide intention to cheat the Deponent. The Accused never bothered to make arrangements against the cheque issued by him and given false assurance to the Deponent that the above said cheque got honoured on presentation. The abovesaid cheque issued solely with a view to caused wrongly gain to himself and loss to the Deponent.
21. That in the facts and circumstances of the case, the accused persons have thus committed offences punishable under Section 138 of Negotiable Instruments Act, 1881 read with other provisions as amended up to date and under Section 420 of IPC for deliberate and with full knowledge of deceiving and causing damages and wrongful loss to the deponent by issuing the said cheque.
22. That it is most respectfully submitted that the Accused failed to make the payment by 16.01.2020 i.e., within fifteen days from the date on which accused received notice under section 138 of Negotiable Instruments Act, 1881. It is submitted that the cause of action, within the meaning of section 138(c) of Negotiable Instruments Act, 1881, for filing the present complaint arose on 17.01.2020 and the present complaint is filed within the prescribed time limit.
23. That this Hon'ble Court has the jurisdiction to try and entertain the present complaint since the Deponent has its Corporate office at Gurugram, and the Deponent is maintaining his bank account in HDFC Bank Gurugram Branch, hence this Hon'ble Court has territorial jurisdiction to entertain, try and adjudicate upon the present complaint.

24. That the accused persons have committed an offence punishable under provisions of Section 138 read with Section 141 and 142 of Negotiable Instruments Act and Section 420 IPC.

**DEPONENT**

**VERIFICATION**

Verified on -- day of February 2020 at New Delhi that contents of paragraphs 1 to 24 are true and correct to best of my knowledge and belief and nothing material has been concealed therefrom.

**DEPONENT**

**LIST OF DOCUMENTS FILED BY COMPLAINANT**

S.No.	Particulars	Page No
1.	Certificate of Incorporation of the Complainant Company.	
2.	Authorization Letter issued by the Complainant Company in favour of Mr. _____, Senior Manager(Legal).	
3.	Copy of the Fee Confirmation Letter(FCL) dated 31/05/2019.	
4.	Copy of the Sale Deed dated 04/06/2019.	
5.	Copy of the Invoice dated 14/06/2019 vide Invoice No. _____.	
6.	Original Cheque Bearing No. _____ dated 10/09/2019 drawn on HDFC Bank 31/31, MG Marg, Hazrat ganj, Lucknow-226001 amounting to Sum of Rupees _____(INR___/-) Only.	
7.	Original Cheque Return Memo dated 19/09/2019.	
8.	Copy of the Legal Notice Dated 11/10/2019.	
9.	Original Postal Receipt dated 14/10/2019.	
10.	Original Postal receipt dated 30/12/2019.	
11.	Copy of the Email dated 31/10/2019.	
12.	Original Copy of Invoice dated 15/11/2019 vide invoice No.401/RT/19-20.	
13.	Original Cheque Return Memo dated 30/11/2019.	
14.	Copy of the Legal Notice Dated 24/12/2019.	

15.	Copy of the Email dated 27/12/2019.	
16.	Original Postal receipt dated 30/12/2019.	
17.	Copy of Postal Delivery report.	

Complainant

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**

**Advocate(s) for the Complainant**

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IN THE MATTER OF:

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VERSUS

.....ACCUSED

**LIST OF WITNESSES**

1. Manager/Clerk of the Payee Bank, ..... CW-1
2. Manager /Clerk of Drawer Bank, .....CW-2
3. Sh. \_\_\_\_\_ R/o Corporate Office at \_\_\_\_\_, M.G. Road, Gurgaon-122002  
.....CW-3

Complainant

THROUGH COUNSEL

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**Advocate(s) for the Complainant**

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**AFFIDAVIT ON BEHALF OF THE COUSEL OF THE COMPLAINANT UNDER  
SECTION 65 (B)(4) OF THE INDIAN EVIDENCE ACT.**

---

I, \_\_\_\_\_, aged about -- years, S/o Late Sh. \_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That I am the counsel for complainant in the above mentioned Complaint and as such, I am well conversant with the facts and circumstances of the case and hence competent to swear the present affidavit in my personal capacity.
2. That I say that the Copy of the statutory legal notice under Section 138 of N.I. Act, dated 11/10/2019 and 24/12/2019. and Delivery report of service of the legal notice to the accused attached with the Complaint as **EX- CW-1/8** and **EX- CW-1/9 - EX-CW-1/11** and **EX-CW-1/14** and **EX-CW-1/17** respectively are produced from the computer during the period over which the computer was used regularly to store or process information for the purpose of any activities regularly carried on over that period by the counsel of the Complainant having lawful control over the use of the computer.

3. That I say that aforesaid computer which was operating properly, were not such as to affect the electronic record or the accuracy of its contents.
4. That accordingly, I am making this present affidavit to certify that the hard copies of the statutory legal notice under Section 138 of N.I. Act, dated 11/10/2019 and 24/12/2019 and Delivery report of service of the legal notice to the accused are a “true copy”/ reproduction of the electronic record which was regularly fed into/transmitted by the Counsel of the Complainant in the ordinary course of activities.
5. That the above affidavit, therefore, in the facts and circumstances of the case, is sufficient compliance of Section 65B of the Evidence Act.

**DEPONENT**

**VERIFICATION:-**

Verified at New Delhi on this day of February, 2020 that the contents of the affidavit from paragraph 1 to paragraph 5 are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

**DEPONENT**

IN THE HON'BLE COURT OF THE CHIEF JUDICIAL MAGISTRATE(CJM)  
DISTRICT COURT OF , .  
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VERSUS

.....ACCUSED

**LIST OF RELIANCE**

1. Any Document in the possession of the accused that may be relied upon by the Complainant.
2. Any Document with any Government Department/Authority that may be relied upon by the Complainant

Complainant

THROUGH COUNSEL

**NITINYAYA LAW OFFICES**

**Advocate(s) for the Complainant**

Chamber No.103, New Lawyers Chambers

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Supreme Court of India, New Delhi-110001

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**VAKALATNAMA**

-----  
IN THE HON'BLE COURT OF THE CHIEF JUDICIAL MAGISTRATE(CJM)  
GURUGRAM DISTRICT COURT, HARYANA  
COMPLAINT No.        OF 2020.

IN THE MATTER OF:

.....COMPLAINANT

VERSUS

.....ACCUSED

KNOW ALL to whom these presents shall come that I, \_\_\_\_\_ authorized representative on behalf of above named Complainant do hereby appoint

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the Advocate to be my/our Advocate in the above-noted case and authorize him:-  
To act, appear and plead in the above-noted case in this, or in any other court in which the same may be tried or heard and also in the appellate Courts including High Court.

To sign, file, verify and present pleadings, replications, appeals, cross-objections, or petitions for execution, review, revision, restoration, withdrawal, compromise, or other petition, replies, objections, or affidavits of other documents as may be deemed necessary or proper for the prosecution of said case in all its stages.

To file and take back documents. To withdraw, or compromise, the said case or submit to as arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take our execution proceedings. To deposit, draw and receive moneys, cheques and grant receipts thereof, and to do all other acts & things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the advocate whenever he may think fit to do & to sign the power of attorney on our behalf. And I/We the undersigned do hereby agree to ratify and confirm acts, done by the Advocate or his substitute in the matter as my/our duly authorized agent would appear in Court on all hearings & will inform the Advocate for appearance, when the case is called.

And I/We the undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case in consequence of his absence from the Court when the said case is called up for hearing or for any negligence of the said Advocate or his Substitute. And I/We the undersigned do hereby agree that the whole fee will be payable in advance and that in the even of the whole or any part of the fee agree by me/us to be paid to the Advocate, remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. If any costs are allowed for an adjournment, the advocate would be entitled to the same.

IN WITNESS WHEREOF I/WE do hereunto set my/or hand to these presents the contents of which have been understood by me/us on this --th day of January, 2020. Accepted subject to the terms of fees.

Advocate /Counsel .....

Advocate /Counsel .....

Client .....

**THROUGH AUTHORISED REPRESENTATIVE \_\_\_\_\_ (NAME)**