

NOTICE
By Regd. Post/Speed Post (A/D)

16/04/2018

Minhaz M. Patel.

B. Com. LL.B.

Advocate.

B.No 98, Nr VNSGU, vesu road,

Surat, Gujrat 395007

Mobile No: 9924009477

To,

Mr. Mahendra Kumar

**S/O Gurusevak, 72, Baareeguahanna, Khkhfruaa, Bareli Gauhanna, Bari,
Chohanna, Rae Bareli, Uttar Pradesh 229126**

Case Id : 4000873

**Subject : Dispute for not paying the Agreement Amount of Evastone
Technology**

**Sections : Legal Notice u/s 405, 420 of IPC 1860
u/s 499 and 500 of IPC 1860.**

Respected Mr. Kumar,

We are concerned for our client Evastone Technology, which has instructed us to notify you as under:

1. Our Client is engaged, inter alia, in the business of BPO, Online jobs.
2. That on 26 March 2018, you submitted your resignation by providing the Id proofs to the executive of our client stating that you would do the work and submit it.
3. Thereafter, the executive accepted your resignation on the same day as there existed an online agreement with the company on 26 March 2018 whereby you had agreed to complete the work of our client within the period of 20 days.
4. Thereafter you, as promised by the executive, you got the work on schedule 27 March 2018.
5. According to your agreement you must be liable to give 6500 Rs to our client in case you fail or not submit your work. You have not submitted your work and as per the agreement you are liable to pay.

6. The agreement also contains a clause whereby if our client is constrained from exercising his right due to any default on your part, our client shall be entitled to recover amount so demanded as a liquidated debt from you.
7. Our Client has emailed you to inform you that your work is not submitted and you have to pay the amount. You didn't even care to respond and also didn't care about the calls.
8. In the same email, our client has also communicated your liability to pay a sum of Rs 6500 /- (Six thousands Five hundred Only/-) within 2 days of the date of email which you have failed to serve.
9. However since you have failed and neglected to pay the amount due within 3 days of our client's correspondence, our client has been forced to initiate legal recourse.
10. You are, hereby called upon to pay sum of Rs 15500/- only, in addition to Rs. 9000 as compensation for breach of contract and inconvenience caused to our client. We want you to pay this amount at Surat Court in front of the honourable Judge of the Court.
11. Your reply is compulsory because it will be submitted in the court as your final statement which you also have to prove in the court.

**For Mahendra Kumar
(Ad. Minhaz Patel & Co.)**

**Thanks & Regars
Ad.Minhaz Patel**

M.M. Patel

