

ADV. MINHAZ
B. Com. LL.B.

Ground Floor - 17, Kalpataru Colony, Vidhuti Hall Lane,
Vapi Gujarat -396191



DATE: 03-10-2020.

To, Mr/Ms. Subhash Kumar jha

ADD :S/o sunil kumar jha h/o khanpura Bailey road near suryabhawan
rukanpur b.v college Bihar 800014

1. Under the specific instruction and documentary evidence submitted by my client M/s. **“PRC SOLUTION”** having office at **Vapi,Gujarat**, India I here by address you as under:
2. That my client above named client is doing business of Business Outsourcing Service (BPO) in the name and style of M/s. **“PRC SOLUTION”**, at above mentioned address and my client has provide online works of **CAPTCHA TYPING** to any indigent.
3. You are residing at your abovementioned address and are known to my client since you availed online BPO assignment of (**CAPTCHA TYPING**) from M/s. **“PRC SOLUTION”**
4. That, you as on **date: 16-09-2020** completed registration with my client agreed upon the Terms & Conditions/Rules & Regulations by entering into Agreement on Non Judicial Stamp Paper of Rs. **100/-** as on **date: 16-09-2020** with my client with Data Outsourcing Assignments (**CAPTCHA TYPING**) vide Project ID No. **C202009168155”**.
5. According to terms and conditions of the agreement, you had to complete the work of (**ONLINE CAPTCHA TYPING**) in **“10”** days. But, terms and conditions of said agreement entered into by you with my client i.e. TAT (Turn Around Time) you have not submitted accuracy report to my client within stipulated period of **“10”** days as mentioned in the agreement. We provided

the **online captcha typing** work like 10,000 captcha's and you have not done within "**10**" days.

6. In the agreement we both are agree for the promissory as like under:

No initial payment is required to pay at the booking time but you must have to pay **Rs. 5400/- (FIVE THOUSAND FOUR HUNDRED)** amount for utility and maintenance on following grounds.

(A) In the matter of fact failure, not submitted or succeed company is entitled to receive amount by any cost. If you achieve the accuracy which mentioned above, then Utility charges will be deduct from your work payment and if you fail to achieve accuracy in given timeline, then also you have to pay as a liability which describe above.

(B) This charges related to service, development and maintenance cost of the platform where you working online data typing.

(c) If you deny paying the said amount then company will take this matter legally & all the legal expenses will be bear by your side, company is not liable for the same.

Required Accuracy by the company:

- 7. You must have to provide to **Captcha Typing** work for 10,000 captchas" in "**10**" days.**
- 8. My Client informed you for the same by sending you an email dated **03-10-2020**. with respect to the non-submission of work assigned to you and for the very reason you have made liable yourself for to pay the utility and maintenance charges of **Rs. 5400/- (FIVE THOUSAND FOUR HUNDRED)** to my client because of your default i.e. (**non-submission of accuracy report about CAPTCHA TYPING**).**
- 9. In spite of consistent communications by my client through telecommunication and email you have not paid **Rs. 5400/- (FIVE THOUSAND FOUR HUNDRED)** of utility and maintenance charges for ID. No **C202009168155**. " and deliberately ignoring my client, knowing full well the grim **consequences** thereof. You are therefore liable for civil as well as criminal legal action.**

- 10.** But unfortunately you did not sent the said amount within stipulated time and there after inspite of request and repeated demands from my client to you but you failed and avoided payment.
- 11.** In the circumstances, I have been instructed to call upon you which I hereby do, to pay to my client the sum of Rs. **5400/- (FIVE THOUSAND FOUR HUNDRED)** with interest within 7 days of the receipts of this notice.
- 12.** Failing in which my client will constrained to take the appropriate legal proceedings against you at your risk as to the court and consequence thereof.
- 13.** You have also committed serious offence of criminal breach of trust (**I.P.C. 406**) with my client. So keeping rights reserved to file separate complaint regarding aforesaid offence this statutory demand notice is giving to you.
- 14.** As the transaction took place in **VAPI (Gujarat)**., the Hon'ble **VAPI (Gujarat)** Court and Police has got Jurisdiction. Your client also liable to pay Rs **5400/-** as legal notice charged to my client.

Kindly deposit – **RS. 5400 /- + RS. 3000/-** in company account.



Advocate for M/S. **PRC SOLUTION**

