MANJU PRASAD

Advocate

Mobile: 9818190574

Email ID: manjuprasad6366@gmail,com

Dated : 22nd February 2023

To: Wagkart/ Nikhita Mishra

Address: 5121, ATS Prestine, sector -150, Noida

SUB : Legal notice for non-payment of Santoshi Kumari's salary of Rs. 16000/-

M/s Broomees India Pvt. Ltd.,
Reg. office at 207/10, Sikka Complex, Preet Vihar, East Delhi, Delhi - 110092

By email to: nikhita.mishra15@gmail.com

Sir/Ma'am,

Under instructions from and on behalf of my above-named client, I hereby serve upon you this legal notice, the contents whereof you may please note:

1. That my client is a private limited company under the name and style of M/s Broomees India Pvt. Ltd.
2. That my client is engaged in the business of connecting domestic workers to its clients.
3. That against your valid and confirmed booking, my client has provided you a domestic worker with the monthly salary of Rs.16000/- and under the terms and conditions mentioned on your invoice dated 28-01-2023 & invoice reference number INV-BR-007688. The same T&C is also available on my client's website which you have accepted virtually while making the booking and checking the "I agree to the Terms & Conditions".
4. That as per the point no. 8 in the T&C, you're liable to pay the worker's salary to my customer's account at the end of every month for the number of days he/she has worked during that month.

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Chamber No. 830, Patiala House Court

New Delhi - 110001

Ph: 011-23387729

5. That my client has raised an invoice on time on 28-01-2023 for an amount of Rs. 16000/- which was the salary earned by the worker for 31 working number of days in the month of January in the year 2023. The said invoice has been sent to you over email ID: nikhita.mishra15@gmail.com

6. That inspite of acknowledging the liability of payment of principal balance of Rs. 16000/- you have failed to make payment of the said amount due to my client from you deliberately with malafide intent, hence you are liable to pay the said principal balance amount of Rs. 16000/- along with interest @ 24% p.a. From the date of due till actual realization of the said sum as is generally and customarily prevailing in the trade usages.

7. That my client requested you several times through telephonic message for release of the said outstanding payment, but you have deliberately ignored and delayed the same on one pretext or the other and so far have not paid the outstanding undisputed amount.

8. Therefore, through this Notice finally call upon you to pay to my client Rs. 16000/-. along with future interest @ 24% p.a. from the date of notice till actual realization of the said amount, together with notice fee of Rs. 15,000/- to my client either in cash or by demand draft or Cheque or options mentioned in your invoice, within clear 3 days from the date of receipt of this notice, failing which my client has given me clear instructions to file civil as well as criminal lawsuit for recovery and other miscellaneous proceedings against you in the competent court of law and in that event you shall be fully responsible for the same.

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My client account details are as follows:

Bank : ICICI SDA Branch

Bank Account : 182505000904

IFSC: ICIC0001825

Name : Broomees India Pvt Ltd

PAN : AAJCB6109K

Failure to comply with this notice shall constrain the undersigned to seek recourse to legal action and remedies in both civil and / or criminal in nature and shall claim to the fullest extent allowed by law, damages both actual and punitive in nature against you. Any further precipitation of this matter and consequences thereof shall be solely attributable to you.

Yours Sincerely,

Manju Prasad

Advocate