



ADVISORY

HD-213, 2<sup>nd</sup> Floor, Vaswani Chambers, 264-265, Dr Annie Besant Road,  
Municipal Colony, Worli Shivaji Nagar, Worli, Mumbai, Maharashtra – 400 030

| Website: [www.abjaadvisory.com](http://www.abjaadvisory.com) | Email: [contact@abjaadvisory.com](mailto:contact@abjaadvisory.com) | Tel: [022 - 44451117](tel:022-44451117) |

---

**[VIA EMAIL/INSTANT MESSAGING]**

**WITHOUT PREJUDICE**

**AAL/AG/479/2025**

**02 April 2025**

To,

1. **Starter Studio Inc.**

‘*Swissmote*’

Email: [contact@swissmote.com](mailto:contact@swissmote.com)

2. **Dhiksha Gopalakrishnan, CEO**

Email: [contact@swissmote.com](mailto:contact@swissmote.com)

3. **Bhavya Bansal, CTO**

Email: [contact@swissmote.com](mailto:contact@swissmote.com)

4. **Mushkan Vasani, CMO**

Email: [contact@swissmote.com](mailto:contact@swissmote.com)

Sir/Ma’am,

**SUB: Legal Notice for breach of contract and deficient services on behalf of Mr. Christopher James White**

**RE: Invoice of Starter Studio Inc. for USD \$100 bearing Invoice No. B7B15117-0001 dated 11 March 2025**

We are concerned for our client *Mr. Christopher James White* (hereinafter referred to as “**our Client**” or “**Mr. White**”), on behalf of whom and under whose instructions we state as under:

1. In or around the first week of March, 2025, pursuant to discussions between our Client and you the addressees herein, our Client engaged the services of *Swissmote* through your website – [www.swissmote.com](http://www.swissmote.com), for the purpose of obtaining professional label designs for his business requirements (hereinafter referred to as “**Services**”). Pursuant to such engagement, our Client remitted an amount of USD \$100 as consideration for the said services, relying upon the representations made by you and your associates regarding the quality, professionalism, and prompt delivery of the said services.
2. It was expressly understood and agreed that our Client would receive professional and customized label designs, and that reasonable revisions, if required, would be accommodated to ensure that the final product met his specifications. These representations

were made by you the addresses, individually and collectively, in various forms, including but not limited to communications via electronic means (*WhatsApp* messages) and promotional material available on your website.

3. Pursuantly, our Client, with utmost professionalism and diligence, provided the details of his requirements after which you the addressees herein undertook such services. Our Client states in March 2025, you the addressees submitted the first renders of the label designs to our Client over *WhatsApp*. Our Client provided constructive feedback on the first renders of the label designs and sought certain revisions in the designs, in the form of additions and/or deletions and/or modifications to the first renders of the label designs.
4. However, contrary to your representations and commitments, upon our Client's legitimate request for revisions to the design initially provided, your representatives acted in an arbitrary and capricious manner by: a) Removing our Client from the *WhatsApp* group chat where discussions regarding the service were taking place; b) Blocking our Client from all further communication channels, thereby preventing him from obtaining redressal for the substandard service rendered; c) Failing to provide any rationale or justification for the abrupt cessation of services, despite our Client having made the and timely payment.
5. In defiance of all reminders of our Client, you the Addressees, with a view to deceive my Client, have made false promises and assurances, that were never honoured. Such conduct constitutes an egregious breach of contractual obligations, deficiency in service, and unfair trade practices under applicable laws. Furthermore, your actions amount to an intentional and wrongful deprivation of our Client's rightful consideration, causing him financial loss, inconvenience, and reputational harm.
6. Upon perusal of your website, it is evident that you fail to disclose material details regarding the legal entity under which you operate. Specifically: a) No information regarding the registered business name or entity type is provided; b) No tax registration or compliance details are displayed, suggesting non-adherence to applicable statutory requirements; c) No privacy policy, refund policy, terms of service, or legal disclaimers are made available, raising concerns regarding regulatory non-compliance and consumer protection violations.
7. It is apparent that you are operating in a legally dubious manner, failing to provide clear business credentials while simultaneously engaging in deceptive and unfair trade practices. Such acts are in direct violation of established legal norms governing e-commerce and business transparency.
8. As such, it is pertinent to note that such illegal activities undertaken by all the Addressees named herein, acting in collusion with each other to cause wrongful losses to our Client, attract the provisions of Section 302 (Criminal Breach of Trust), Section 311 (Cheating), Section 312 (Cheating with knowledge that wrongful loss may ensue to person whose interest offender is bound to protect), Section 314 (Cheating and dishonestly inducing delivery of property), and Section 316 (Mischief) of the Bharatiya Nyaya Sanhita, 2023.
9. Under these circumstances, our Client has instructed us to call upon each one of you, individually and collectively, being Addressee No. 1 to Addressee No. 4, and demand upon you to make the repayment of a sum of USD \$100 along with interest @18% per annum

from the date of each invoice, within two (2) days of the receipt of this Notice, directly into our Client's account, by electronic transfer.

10. Further, you are hereby called upon to:

- a. provide a written explanation for the arbitrary denial of services and the subsequent blocking of our Client;
- b. disclose the legal entity details under which you operate, including but not limited to tax registration and business compliance certifications in India.

11. Please note that in the event of failure on your part to comply with the requisite as set out in the preceding paragraph, our Client shall be constrained to adopt appropriate civil and criminal proceedings against you, without any further notice to you. Needless to mention, such prosecution and actions shall be entirely at your risk, costs and consequences thereof..

12. This Notice is issued without prejudice to any other rights and contentions that may be available to our Client, as well as any other rights and remedies under applicable laws and regulations and should not be considered a waiver of the same. Our Client reserves all other rights and remedies available under law to recover its payments and costs, and further prosecute all the Addressees herein, individually and collectively.

**For Abja Advisory LLP**



**Adv. Abishek Ganesan, *Partner***

+91 72008 12690

[abishek@abjaadvisory.com](mailto:abishek@abjaadvisory.com)