

M/S Pacific Bpo Pvt Ltd vs Jatin Bhatt on 3 January, 2025

IN THE COURT OF SENIOR CIVIL JUDGE CUM RENT
CONTROLLER (WEST), TIS HAZARI COURTS, DELHI

Presided by : Richa Sharma

CS No. 613/2023

CNR Number: DLWT03-001289-2023

M/S PACIFIC BPO PVT LTD.

HAVING ITS OFFICE AT:

B-11, SECTOR -63, NOIDA, UTTAR PRADESH.

THROUGH ITS AUTHORIZED REPRESENTATIVE

SH. SANT KUMAR

.....PLAINTIFF

Versus

JATIN BHATT

R/O RZ E-252, NIHAL VIHAR

DELHI-110047.

....DEFENDANT

Date of institution of the suit	:	25.05.2023
Date of judgment	:	03.01.2025
Decision	:	Exparte Decreed

SUIT FOR RECOVERY OF RS. 68,824/- ALONGWITH
PENDENTELITE AND FUTURE INTEREST AGAINST THE
DEFENDANT AT THE RATE OF 24% PER ANNUM.

JUDGMENT

1. The present suit was initially filed by the plaintiff for recovery of Rs. 68,824/- alongwith pendentelite and future interest against the defendant at the rate of 24% per annum.

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2. It is submitted, that the plaintiff is a statutory company registered under the companies Act, 1956 having its office at B-11, Sector- 63, Noida, Uttar Pradesh and Mr. Sant Kumar is the duly Authorized Representative of the Plaintiff Company and he is entitled to sign, verify and file the present suit.

3. It has been contended, that the defendant had applied for an employment in the Plaintiff Company and after considering his application, defendant was given appointment in the Company. It has been contended, that the defendant accepted the offer along with the terms and conditions vide "Contract of Employment"

(Agreement) dated 27.6.2022 duly signed by him at the position of "Senior Executive A.R.". It has been contended, that as per the Contract of Employment, the defendant joined the company and his total remuneration was fixed at Rs. 4,12,944/- P.A, i.e Rs.34,412/- P.M.

4. It has been contended, that as per terms and conditions of Contract of Employment, the defendant had specifically agreed to its terms and conditions but despite the agreed terms, the defendant stopped coming to the plaintiff company since 14.4.2023 and remained absent/absconded without giving 60 days mandatory written notice, as per clause 5.3 of Contract of Employment. It has been contended, that as per clause 5.1 of Contract of Employment, either party can terminate this agreement by providing 60 days

CS No. 613/2023 M/S PACIFIC BPO PVT LTD. VS. JATIN BHATT Page No. 2 of 8 notice to the other party. It has been contended, that as per clause 5.5 of Contract of Employment, which reads as "In case you remain absent from duty without prior approval for a consecutive period of three days or more, you shall be deemed to be absconding from the duty. This shall be deemed to be abandonment of the services of the company without giving proper notice and breach of this agreement. The company reserves the right to claim damages from you and to pursue all such legal remedies as are available to it under law. The abandonment of services will be effective from first day of such unauthorized absence and you will be liable to pay 60 days salary in lieu of notice period."

5. It has been contended, that an Email was sent to defendant by Plaintiff Company on 2nd May 2023 with request to contact the Company as he was not reporting since 14th April 2023. Thereafter, another email was sent on 3rd May 2023, however a two liner unsatisfactory reply was given by defendant, showing his reluctance.

6. It has been contended, that left with no alternative, Plaintiff Company got issued a Legal Notice dated 8th May 2023 to defendant through its counsel, which was sent through Email. However no reply was given by defendant. Therefore, the plaintiff company is entitled to claim a sum of Rs. 6 8 , 8 2 4 / - f r o m d e f e n d a n t

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7. Summons were sent to the defendant and same was duly served on 29.01.2024. Thereafter, defendant did not appear on 15.07.2024 and 03.09.2024 nor he filed WS despite directions. Accordingly, the Court ordered to proceed ex parte against the defendant and his right to file WS was also struck off vide its order dated 03.09.2024.

8. During ex-parte evidence, the AR of the plaintiff bank Shri Sant Kumar, examined as PW-1/A and relied upon the following documents:-

1. Ex.PW1/1 is the computerized copy of the contract of employment dated 27.06.2022,
2. Ex.PW1/2 is print out of the email sent by the defendant dated 14.07.2022 accepting the appointment,
3. Ex.PW1/3 (colly) are the emails sent by the plaintiff on 02.05.2023 and 07.05.2023 and reply of the defendant vide email dated 03.05.2023,
4. Ex.PW1/4 is the legal notice,
5. Ex.PW1/5 is the proof of sending the legal notice through email,
6. Ex.PW1/6 is the certificate under Section 63 (4) of Bhartiya Sakshya Adhiniyam of the AR of the plaintiff,
7. Ex.PW1/7 is the certificate under Section 63 (4) of Bhartiya Sakshya Adhiniyam of the Counsel for the plaintiff,
8. Ex.PW1/8 (OSR) is the copy of the Board Resolution.

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9. Thereafter exparte PE was closed. I have heard the ex-parte arguments as addressed by Ld. Counsel for plaintiff and perused the case file alongwith the documents annexed and exhibited. My findings are as under :-

10. In order to prove its case, the plaintiff has also relied upon the Board Resolution Ex.PW1/8 issued in favour of the PW1, whereby the PW1 was authorized to make statement before this Court on behalf of the plaintiff.

11. The plaintiff has relied upon the computerized copy of the contract of employment dated 27.06.2022 exhibited as Ex.PW1/1 and print out of the email sent by the defendant dated 14.07.2022 accepting the appointment exhibited as Ex.PW1/2. Perusal of the documents reveals, that the defendant had accepted the offer of the plaintiff company at the position of "Senior Executive A.R., vide email sent by him to the plaintiff company and the total remuneration of the defendant was fixed at Rs. 4,12,944/- P.A, i.e Rs.34,412/- P.M.

12. Plaintiff has also relied upon the emails sent by the plaintiff on 02.05.2023 and 07.05.2023 and reply of the defendant vide email dated 03.05.2023 exhibited as Ex.PW1/3 (colly). Perusal of the same shows, that the defendant was absent from his duties from 06.04.2023, which was also a d m i t t e d b y t h e d e f e n d a n t i n h i s r e p l y

CS No. 613/2023 M/S PACIFIC BPO PVT LTD. VS. JATIN BHATT Page No. 5 of 8 and he also showed his inability to join the plaintiff company showing personal reasons.

13. In support of the computerized documents, PW1 has also filed the the certificate under Section 63 (4) of Bhartiya Sakshya Adhiniyam of the AR of the plaintiff exhibited as Ex.PW1/6 and the certificate under Section 63 (4) of Bhartiya Sakshya Adhiniyam of the Counsel for the plaintiff exhibited as Ex.PW1/7.

14. The defendant has chosen to remain absent during the entire course of proceedings and henceforth he neither cross examined the plaintiff witness nor led any evidence. Hence, the averments made by the plaintiff remain unchallenged and unrebutted. The suit is within the period of limitation as well as within the pecuniary jurisdiction of this Court.

15. The testimony of the witness of plaintiff has remained unchallenged and unrebutted. There is nothing to disbelieve the unrebutted testimony of the witness of plaintiff or to doubt the authenticity of the documents and veracity of the documents exhibited and proved on record. The defendant did not come forward to disprove the case of the plaintiff. The present suit is within limitation. The suit of the plaintiff is, therefore, entitled to be decreed against the defendant. Learned counsel for the plaintiff has argued that plaintiff has duly proved its case by oral as well as

CS No. 613/2023 M/S PACIFIC BPO PVT LTD. VS. JATIN BHATT Page No. 6 of 8 documentary evidence on the file. Plaintiff is entitled to recover the suit amount at the agreed rate of interest. Since, defendant did not appear before the Court despite service, therefore, it should be presumed that defendant admits the claim of plaintiff. On these grounds, plaintiff has prayed that the Suit should be decreed. From the evidence of plaintiff, which has remained unrebutted, case of plaintiff stands proved.

16. The suit of the plaintiff is decreed in favour of the plaintiff and against the defendant for a sum of Rs. 68,824/- alongwith interest @ 9% per annum from the date of filing of the suit till its realization. The plaintiff is also held entitled to costs. Decree sheet be prepared accordingly.

17. File be consigned to Record Room. Digitally signed by RICHA RICHA SHARMA SHARMA Date:

2025.01.03 15:42:21 +0530 Announced in open Court (Richa Sharma) on 03.01.2025
SCJ-cum-RC (West) Tis Hazari Courts, Delhi.

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CS SCJ 613/23 M/S PACIFIC BPO PVT LTD Vs. JATIN BHATT 03.01.2025 Present :
None.

Vide separate detailed judgment of the even date announced in the open Court today, The suit of the plaintiff is decreed in favour of the plaintiff and against the defendant for a sum of Rs. 68,824/-

alongwith interest @ 9% per annum from the date of filing of the suit till its realization. The plaintiff is also held entitled to costs. Decree sheet be prepared accordingly.

File be consigned to Record Room.

Digital
by RICHA
SHARMA

RICHA Date:
SHARMA 2025.01.
15:42:26
+0530

(Richa Sharma)

Sr. Civil Judge - Cum - RC
THC / Delhi / 03.01.2025

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