



LEGAL NOTICE

07th April, 2022

To,

Himanshu Juneja
701, T-16, Close North,
Nirvana Country,
Sector 50, Gurugram,
Haryana - 122018

Sub: Legal Notice for omission to take delivery of the vehicle and payment of parking charges of Rs. 1,92,500/- (Rupees One Lac Ninety-Two Thousand and Five Hundred only).

Sir,

Under instructions and on behalf of "M/s Target-One Innovations Ltd." having its registered office at Shop No. 8, Ramesh Market, Dayanand Colony, Lajpat Nagar, New Delhi-110024 and the corporate office at 3rd Floor, Landmark Tower, Moti Vihar, Ashok Marg, South City I, Sector 41, Gurugram, Haryana- 122001 (hereinafter referred as "Our Client"), we hereby serve upon you, the addressee, with this Legal Notice to the following effect:

1. Our client is a leading aggregator of automobile repair and service centres, operating under the brand name "**GoMechanic**" in more than 33 cities in India with the help of its unique internet platforms i.e. its website and mobile application. Our Client has partnered with 350+ workshops and the number continues to grow along with its customer base and recognition all over the country.
2. In March, 2021, You, the addressee, approached Our Client and requested to



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avail car repair services from Our Client for your car namely, Mercedes Benz bearing Registration No. HR26CF8733 (to be hereinafter referred to as **“Vehicle”**). Our Client inspected the Vehicle and found the issue of engine oil leakage along with other issues with the Vehicle.

3. However, when Our Client shared the estimated cost of the services to be performed on the Vehicle. You, the addressee, failed to give approval on the same delaying the process at your end. You further requested us to help you to sell off the Vehicle. Our Client out of goodwill gesture and acting outside its scope of services provided you with several offers through third parties, but later you refused to sell the Vehicle.
4. Our Client requested you several times to either give your approval for the services and make the payment of the estimated cost of the services, or pick up your Vehicle from Our Client's workshop, but you avoided and ignored Our Client's legitimate requests on one pretext over another. Our Client's representatives made it abundantly clear to you that if you, the addressee, fail to pick up the Vehicle from Our Client's workshop, parking charges @ Rs. 500/- (Five Hundred Only) per day will be charged and the possibility of the damage to the Vehicle remaining unattended or shifted from the workshop to somewhere else, for which Our Client will not be responsible. You neither picked up the Vehicle from Our Client's workshop nor paid the parking charges.
5. You acted on your own wishes and vices and filed a consumer complaint in the District Consumer Redressal Commission, Gurugram, Haryana (to be hereinafter referred to as **“Commission”**), case titled Himanshu Juneja v. Targetone Innovations Pvt. Ltd. vide case no. 347/2021, making illegitimate demands and prayers which was an abuse of the process of law.



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6. During the proceedings of the case, you, the addressee, were time and again instructed by the Hon'ble Commission to provide a complete and accurate address to Our Client, so that Our Client can deliver the Vehicle to you. You acted in defiance of the Hon'ble Commission's instructions and never provided Our Client with an accurate address.
7. The Hon'ble Commission was pleased to pass a final order on 25/03/2021(**"Order"**) and dismissed the abovementioned case, on the grounds that you are not the customer of Our Client as per the Consumer Protection Act, 2019. The Commission absolved Our Client of any liability in relation to your Vehicle or any services as alleged by you in your consumer complaint.
8. It is imperative, that you pick up your Vehicle from Our Client's workshop and pay the pending dues against the parking charges. You, the addressee, are also called upon to provide your accurate address to Our Client. It is being brought to your notice, that if you fail to pick up your Vehicle from Our Client's workshop and fail to provide your accurate address, Our Client will be constrained to drop the Vehicle at the entry gates of your available address i.e. 701, T-16, Close North, Nirvana Country, Sector 50, Gurugram, Haryana – 122018. It is pertinent to note, that subsequently, no liability can be attributed to Our Client for any damage to the Vehicle, mishappening, Vehicle going missing etc.
9. It is further brought to your notice that You have acted in defiance of your liability of making the payment of the pending parking charges for which Our Client is entitled to recover the amount of Rs. 1,92,500/- (Rupees One Lac Ninety-Two Thousand and Five Hundred only), compensation for the inconvenience caused and legal costs of the recovery process. Our Client also reserves its rights to initiate criminal proceedings in the event you do not pick up



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your Vehicle from Our Client's workshop and make the payment against parking charges upon receipt of this legal notice which would fortify our apprehension that you had dishonest intention to cheat and defraud Our Client from the inception.

You are hereby, through this legal notice, called upon to pick up your Vehicle from Our Client's workshop. You, the addressee, are also called upon to provide your accurate address to Our Client and pay the legally recoverable debt of Rs. 1,92,500/- (Rupees One Lac Ninety-Two Thousand and Five Hundred only) as parking charges within 7 days of the receipt of this notice. Failing which, you will be prosecuted under Civil and Criminal procedure, for recovery of the due amount, losses incurred by Our Client, compensation towards the default of the pending dues and the acts of cheating and fraud committed by you. Please also note that all such proceedings shall be done at your cost and expense.

A copy of this notice has been retained in our office for further course of action.

Yours sincerely,



Saurabh Bhardwaj

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