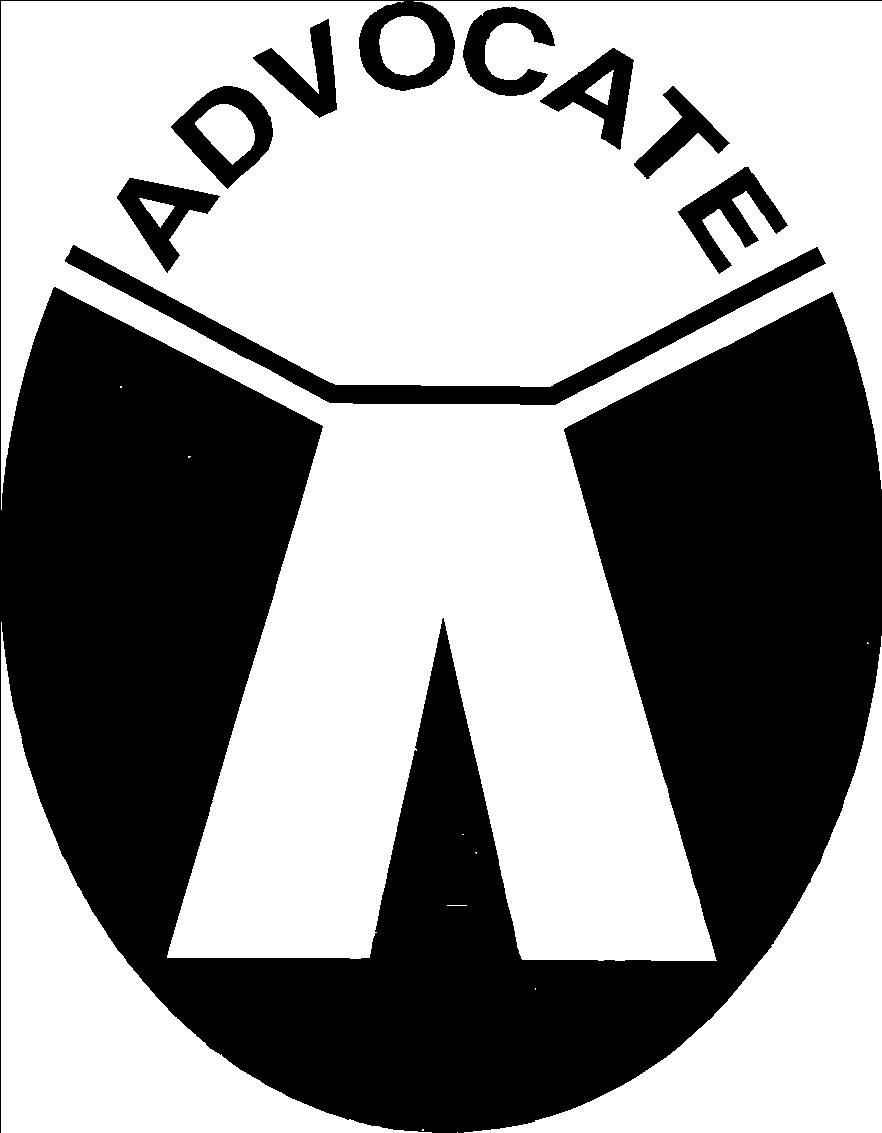
******

***Y. GANGA BABU***   Door no 13-12-16/1

Advocate Babapet,

                                                               NARASARAOPET-522601

**Guntur ,.A.P**

Dated:17/09/2022

**To,**

**Mr Garapati Sriram**

**R/o 8-129,gajjalamma temple street,**

**Gollaprolu mandal, Thatiparthi,**

**East Godavari, Andhrapradesh 533445**

**Contact No- +91- 7306760872**

Sir,

Sub: -Legal notice for breaching the agreement dated 06th December 2021 as well as for the payment in respect of Program Fees for which the services were availed of '**BDFL TECHNOLOGIES PRIVATE LIMITED**'.

Under the instructions of my Client '**BDFL TECHNOLOGIES PRIVATE LIMITED**' bearing CIN: U72900TG2020PTC138950 and having registered address at: 8th Floor, 806, Manjeera Trinity Corporate, Phase-Il KPHB, Kukatpally, Hyderabad, Telangana, 500072, India. The aforementioned Company is commonly known as “10X Academy” and has hereinafter been referred to as "10X ACADEMY".

"10X ACADEMY" has instructed me to send you the instant Legal Notice for the breach of the Agreement dated 06th December 2021 entered among the parties mentioned hereinafter.

The aforementioned Agreement dated 06th December 2021 is an agreement between my Client, i.e., "10X ACADEMY" at **FIRST PART** and your good-self at **SECOND PART**.

**FACTS** :

Before going into the factual Matrix of the instant Legal Notice my client wishes to pen down a brief background of the Service/Employment of your good-self with "10X ACADEMY" vide the Agreement dated 06th December 2021 . The same would give a Birdseye of the whole pedigree of events that has led to the sending of the instant Legal Notice. I have been instructed to communicate you as under as well as whatever has been transcribed herein below has been stated by my client i.e. "10X ACADEMY":-

1. My client states that the aforementioned both the parties i.e."10X ACADEMY” and your-good-self executed an Agreement dated 06th December 2021 .Through the aforementioned agreement, my client has been entrusted with the service of providing educational training in the field of software development.
2. My client states that to provide such services they have engaged professionals who are masters of their field and carry with them a great reputation with respect to the aforementioned work for which your-good self has availed the services of "10X ACADEMY".
3. My client states though the payment in the regular course should be made at the time of availing of services by any of the participants. However, the good-offices of "10X ACADEMY" has come up with a mode by which a participant can make the payment at a later stage after the availment of such services. My client state that it would not be out of place to mention that looking at the scenario around the world which has taken a leap towards digitalization, there was a dire need for all the professionals to improve their skills of software development and 10X ACADEMY came up with a model which carved out a system for the payment of fees by a participant after availing the services which have been mentioned in the aforementioned Agreement dated 06th December 2021 .
4. My client states that a special provision that has been culled out for the benefit of a participant or beneficiaries of the aforementioned services, is that when such services are being availed by a participant or in this case your good-self, the payment of the fees for a Training Program can be made after the job is secured by a participant or the desired skill set is achieved, it is at that moment when the payment can be made by the participant or the beneficiary of service.
5. My client states in this regard your kind reference is carved upon Annexure no. ‘A’ of the aforementioned Agreement dated 06th December 2021 It has been clearly mentioned in the said agreement that the Training Program Fees is of Rs 2,50,000 in addition to that 18% GST. However, the aforementioned scheme for the payment of Training Program Fees has been introduced by "10X ACADEMY '' in good faith, so that the students/Participants do not get burdened by the sudden payment of Training Program Fees. This model has been brought in so that the participants can make a delayed payment of Training Program Fees.
6. My client states that the aforementioned scheme is subject to certain restrictions which have been clearly made to understand to your-good self by "10X ACADEMY" at the time of the execution of the said Agreement dated 06th December 2021 .  My client states that a few of the aforesaid restrictions are that if a participant does not attend classes or has given any false information or basically does not adhere to the basic standards of the training program then it would be deemed to be a breach of the aforementioned Agreement dated 06th December 2021 .
7. My client states that it is necessary to bring to your kind reference upon certain clauses which clearly demonstrate that the parties were obligated to fulfil their duties under the aforementioned Agreement dated 06th December 2021 . The kind reference is drawn over clause 8.2. Under the heading of **Termination and Consequences,** more specifically, your kind reference is drawn over 8.2.1(a) and 8.2.1(b) of the aforementioned agreement.
8. My client states in the aforementioned clauses it has been clearly mentioned to the effect that if the participant fails to consistently attend any sessions conducted, without informing "10X ACADEMY", then it would be deemed that there is a breach of the aforementioned Agreement dated 06th December 2021 and "10X ACADEMY" would be at liberty to terminate the aforementioned Agreement. It is necessary to mention here that these conditions have been incorporated only to ensure that the participant does not play fraud over "10X ACADEMY" and my client wishes to tell you that they have been more than accommodating towards the participants. However, your-self has not responded to any of the communication made telephonically or through email (the narration in this regard is made hereinafter) made by "10X ACADEMY" to understand why you are completely absent from the bootcamp and that is why my client is sending this instant legal notice as a last resort because it appears that your good-self had every intention of not respecting the aforementioned Agreement dated 06th December 2021 , which under no circumstances can be justified and appreciated by the good-offices of "10X ACADEMY".
9. My client states that you were in a clear breach of the aforementioned clause of the aforesaid agreement executed among the concerned parties and to demonstrate the same your kind reference is carved over an email communication dated, 24th July, 9th August and 8th September 2022. From the aforesaid email communication, it is absolutely clear that your good self was clearly breaching the terms and conditions of the aforementioned Agreement dated 06th December 2021 .
10. My client states that via an email communication dated 24th july 2022 your good-self was informed to the effect that your good-self is having low attendance and that would lead to the breach of the aforementioned Agreement dated 06th December 2021 if the same is not improved upon.
11. My client states your good-self did not improve over your behaviour and was having a very lackadaisical attitude in this regard with respect to the aforementioned Training Program which is reflected from an email-communication dated 9th August 2022, whereby from the aforementioned communication it is absolutely clear that you have breached the aforementioned Agreement dated 06th December 2021 as you neither improved over your attendance juxtaposes to that did not even responded to "10X ACADEMY".
12. My client states that it is necessary to bring to your kind notice a specific clause 8.3.3. which has been transcribed herein below for your convenience:-

*“8.3.3. In the event, if the Agreement is terminated by the Company for any reason as set out in clause 8.2 above, any time after the first three months of the Training Program, then the Participant(s) shall be liable to pay the entire Training Program Fee (as set out in Annexure A below).”*

Therefore, as per this clause if the Training Program has continued for more than three months then the payment as is specified in Annexure ‘A’ of the aforementioned Agreement dated 06th December 2021 should be given to "10X ACADEMY".

14.My client states that at this point it is absolutely necessary to point out the payment of the aforementioned Training Program Fees is merely a delayed payment, as the services which are provided by "10X ACADEMY" is a well thought out meticulous program which if done properly enhances the chances of the participant getting a job in the concerned field. However, the only caveat is that the course has to be done properly following all the terms of the agreement dated 06th December 2021 without hampering or putting a loss over "10X ACADEMY".

16.My client states that it is a matter of fact that a lot of experts are involved in providing the aforesaid services, Once these services are availed by your good-self it is expected that your good-self will do the training program meticulously, as otherwise, irreparable harm would be caused to "10X ACADEMY".

17.My client states that the experts empanelled with "10X ACADEMY" had to go through a lot of processes for providing such service to the participant. It is absolutely unjust on the part of your good-self to misuse the services in the manner as has been misused and just because there is cushion provided to your good self for the payment of the aforementioned Training Program Fees, it under no circumstance means that the said payment will not be made by a participant if there is a breach of the agreement.

18.My client states that your good self has totally disregarded the services which have been provided, moreover, has also not even responded to the aforementioned email communications and has breached the Terms and Conditions of the aforementioned agreement without any reason whatsoever. However, as per the aforementioned Agreement dated 06th December 2021 your- good-self was required to give the payment of Training Program Fees in case of breach of the Agreement.

19. My client further states that the said Agreement dated 06th December 2021 for the legal purpose is deemed to be breached on 08th September 2022. Therefore, as per the aforementioned Agreement dated 06th December 2021  **it is the duty of yourself to pay the Training Program Fees once your good self has breached the aforementioned agreement.**

20.My client states that your good self has acted in a nonchalant manner without even bothering to respond to the aforementioned email communication as well as have not paid the Training Program Fees. Moreover, the act of your good self of totally disregarding the claim of "10X ACADEMY" is absolutely illegal under the eyes of Law and if looked upon the touchstone of law would not stand under any circumstance.

CONTROVERSY

My client states that the services provided by "10X ACADEMY" requires them to pay their experts a lot of money and therefore, the act of your good-self of misusing the services puts "10X ACADEMY" at a loss in business. It is further stated by my client that the accommodation provided by "10X ACADEMY" is a concept brought in with a bonafide intention, so that those who cannot pay upfront may pay the requisite Training Program Fees later after securing a job. However, there is a caveat categorically mentioned in the aforementioned Agreement dated 06th December 2021 whereby those who breach the said agreement would be liable to pay the Training Program Fees as mentioned in Annexure ‘A’ of the aforementioned agreement. My client further states that it was well within your knowledge that if there is any breach of any part of this agreement by your good-self, then your good-self would be liable to pay the Training Program Fees irrespective of the fact whether you have secured the job or not. The rationale for the same is crystal clear that the services have been provided to you and the remuneration of the same should be made to "10X ACADEMY".

My client states that this act of your good self of not complying with the terms and conditions of the aforementioned Agreement dated 06th December 2021 as well as non-payment of Training Program fees of "10X ACADEMY" is an absolute violation of the terms and conditions of the said agreement, and the same cannot under any circumstance be justified. Moreover, looking at the complexity of the service provided by "10X ACADEMY" and that to with a bonafide intention without taking the requisite fees upfront, so that the pockets of the participant are not burdened and to use such services in an utter disregard to the aforementioned agreement shows that your good-self was having a mala-fide intention and took the services of "10X ACADEMY" for putting the business of the concerned company at loss.

**The obligation under Law and Fraudulent Activities by your Good-self.**

My client states that the kind reference of your-self is carved over Section 73 of the Indian Contract Act, 1872 which states to the effect that if someone has suffered a loss because of the non-doing of duty then it is the obligation of the other person who has failed to perform his duty to compensate the former who has suffered a loss because of the non-fulfilment of duty to the tune of Rupees to which if the later has done his duty the former would have profited. For the sake of convenience section 73 of the Indian Contract Act, 1872 as mentioned herein below:-

*“Compensation for loss or damage caused by the breach of contract.—When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. —When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it." Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach. Compensation for failure to discharge obligation resembling those created by contract.—When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract. —When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract." Explanation.—In estimating the loss or damage arising from a breach of contract, the means which existed to remedy the inconvenience caused by the non-performance of the contract must be taken into account.”*

My client states that therefore it is a trite of law that yourself is liable to pay the Training Program Fees, as is required under the terms and conditions of the aforementioned Agreement dated 06th December 2021 as well as under the law, because had your good self worked in accordance to the aforementioned agreement, then the company would have received the same amount as is being asked hereinafter or at-least had the fair chance of receiving the same. In any case, it has been categorically mentioned that for the breach of the agreement the payment of Training Program Fees would be made by the Participant to "10X ACADEMY".

My client states that it is a matter of fact and law that there is a breach of contract by the party in the instant case your good-self is liable to pay the amount as to the loss that has been suffered by the other party.

My client further states that the activity of your good-self of frivolously withholding the Training Program Fees is nothing short of a Criminal Act and as per the instructions of 'BDFL TECHNOLOGIES PRIVATE LIMITED' i.e."10X ACADEMY" if the Training Program Fees which is in the tune of Rs 2,95,000 (which include the 18% GST) is not remitted in the account of "10X ACADEMY". "10X ACADEMY" will be left with no other option than to move a Criminal Complaint before the concerned Authority under Law for the fraud played by your good-self over "10X ACADEMY", as well as, "10X ACADEMY" will move before the concerned civil court for the remittance of the aforementioned Training Program Fees along-with interest.

     In the aforementioned circumstance, you are called upon to make the aforementioned payment of Rs 2,95,000 along with interest of 8%(per annum) from 6th September 2022 till the date of deposit of said amount as otherwise "10X ACADEMY" would be left with no other option than to take the concerned Legal measures as stated that the above amount if not paid after receipt of the notice my client will take legal action against you in a court of law and you will also be liable to pay the costs incurred by my client BDFL Technologies Private Limited or “10X Academy.”

Narasaraopet, Y. GANGA BABU

Date: 17-09-2022 (Advocate)