

IN THE COURT OF THE II ADDL JUDICIAL FIRST CLASS MAGISTRATE::
ONGOLE.

C.C. No. / 2024

Between:

Snovasys Software Solutions India Pvt Ltd.,
Court Center, Ongole – 523 002,
Prakasam District, Andhra Pradesh,
represented by its Indian CEO
Mr. Byrapuneni Siva Anjaneyulu,
S/o Byrapuneni Nageswara Rao
Aged 40 years, Hindu
Ongole Mandal,
Prakasam District.

(Aadhar No.

Mobile No.

... Complainant

And

Smt Maddineni Saraswathi
W/o Ravi, Hindu,
Aged about 45 years, House Wife
Mittapalem Village
Kondepi - 523273,
Prakasam District

... Accused

PLAINT FILED UNDER SECTION -210 OF BNSS ON BEHALF OF
THE COMPLAINANT.

I. Description of the Complainant:-

The complainant is Snovasys Software Solutions India Pvt Ltd., Court Center, Ongole – 523 002, Prakasam District, Andhra Pradesh, represented by its Indian CEO, Mr. Byrapuneni Siva Anjaneyulu, S/o Byrapuneni Nageswara Rao, Aged 40 years, Hindu, Ongole Mandal, Prakasam District.

His address for service of summons, notices etc., is that of his counsel KARETI SRINIVASULU, Etta Ram Rao, Shaik Moulali & P. Jayasree Reddy, Advocates, Room No.5, Sri Sai Nivas, Opp Andhra Bank, Court Centre, Ongole.

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II. Description of the Accused:-

The Accused is Smt Maddineni Saraswathi W/o Ravi, Hindu, Aged about 45 years, House Wife, Mittapalem Village, Kondepi - 523273, Prakasam District, Andhra Pradesh.

His address for service of summons, notices etc., is as same above.

III. Brief Facts of the Case:

- 1). That Son of accused Mr. Maddineni Srihari joined in complainant's company as "Software Trainee" on 20-05-2024 at Ongole, Prakasam District, Andhra Pradesh. Accordingly, Son of accused Mr. Maddineni Srihari are entered into agreement with complainant's company at Ongole.

- 2). Mr. Maddineni Srihari / son of accused entered into Employment Agreement with complainant's company on 20-05-2024. As per the Employment Agreement (Annexure -B)

Employment Agreement (Annexure – B)

Agreement made as of this Date between Snovasys Software Solutions India Pvt. Ltd. herein called the "Employer" and Mr. Maddineni Srihari herein after called "Intern", in consideration of the mutual promises and agreements herein contained, the Employer hires and employs the Employee, and the employee agrees to work for and enter the services of the Employer under the following terms hereby agreed upon.

The Employee is hereby engaged to work in the capacity Intern or any other capacity so designated.

The effective date of this agreement and the commencement of work here under shall be the date and the employment shall continue in the capacity stated in paragraph above until terminated as hereinafter provided.

Roles & Responsibilities as per the allocated role out of the list below:

- * Software Development
- * Software Testing
- * Software support & maintenance
- * Mentoring
- * Document preparation

Code of Conduct: During the period of this employment, Employee will serve honestly, faithfully, diligently and efficiently for the growth of the Company. Employee shall conduct in conformity with the code of conduct, as in force from time to time. Further, you shall carry out the instruction in letter & spirit, given by your superiors and shall not disobey any instructions given. Employee shall not indulge in any unethical practices like "go slow" or non-cooperation etc. Employee would be required to apply & maintain the highest standards of personal conduct and integrity and comply with all the policies and procedures of the Company with punctuality. Employees do not do any practices, which directly or indirectly affects Company reputation.

Role Switch as per Employer need: Employee could be switched or allocated additionally to any of the roles during the employment period. The total list of roles includes development, QA, QA Lead, Analyst, Mentor, Project Lead, Project Manager or any other role, based on the requirement of the employer. Employee's Role/ Remuneration may change based on the employee performance.

Internship & Probation: Interns and probation employees are not eligible to avail leaves. Any leaves that would have to be taken would be considered as unpaid leaves. Employees will be on probation for a period of 6 months, after completion of internship. Employee's probation will be extended for a further period of 6 months or part thereof as deemed fit, and Employee would not be deemed to be confirmed unless a confirmation letter is given to Employee in writing. During the Internship and probation period, The Company shall have the right to terminate employee's service with the notice periods as given in following sections.

Termination of Services: You may be suspended or terminated from services if any gross misconduct or under performance is noticed or be involved in negativity spread. Misconduct includes but not limited to not adhering to the company internet usage policy, office culture policy, confidence disclosure policy or any other policies that are laid as companies' policies. Further to this, any conduct which may lead to direct or indirect losses to the business would be dealt under all legal rules in effect and potentially can lead to a court case being pursued against you.

Employee Suspension: Employer has the right to suspend the employee at any point in time for reasons that employer believes there is a misconduct of an employee or observes deliberate under performance or negligence in the work. If the employee is suspended, employee must not talk to other employees, customers and/or suppliers. Employee can be suspended to the maximum length of 6 months if there is no maximum period that law permits. If there is a maximum specified in the law, that would be used as the maximum length of time employee could be suspended.

Where employee is suspended, employee would still need to abide by the commitment period agreed as part of the termination clause. The period employee is in suspension would need to be compensated to fulfil the commitment period.

Direct Contact with Clients or other related parties: Employee is prohibited from contacting the business customers or any other contacts introduced during employment directly or indirectly with the view of gaining employment or providing services or any other activity that may not be in the business interest of the employer for a period of 36 months after the employment is terminated.

Collecting System Data: A software called 'Activity Tracker' would be installed on the employee allocated system and a comprehensive data would be collected from the system that includes but not limited to screenshots, applications used, length of time spent against various activities and detailed activity records like Screen monitoring etc. This would be used in ways that will help Employers go through measure, monitor and improve employee productivity. All the Employees must complete 8 hours of productive time on the Activity Tracker.

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Notice period: During the probation if the employee leaves the company, he/ she will have to refund full salary drawn + cost of training incurred on him/her + any other expenses incurred in relation to the specific employment. There would not be a notice period during the probation from the employer.

The notice period after confirmation, will be 3 months from the employee and one month from the employer. If the employee leaves the company or gives notice to the company before completing the 3 years (unplanned absences or sick absences or unapproved absences would not be included towards the commitment period), employee will have to refund all the incurred costs for the company including recruitment, training and any others as applicable which costs at least 50,000/- rupees along with 4 months of salaries to the day of relieving.

For any reason employee wishes to leave the company during the commitment period, employee is expected to give a minimum of 3 months' notice period along with refunding costs as specified above. On receiving a written request from employee to employer stating the reasons to leave, employer may choose to agree or not agree to reduce the costs to be refunded. The reasons could include falling seriously sick, unable to work, getting married and hence having to shift home, shifting home to a different place, problems to do with colleagues or any other problems. As far possible as Indian law applies, none of the reasons should be an excuse to waive off the commitment period. Employee is not eligible to get benefits and bonuses during notice period. And, all the salary payments would not be paid during the notice period and will be settled as part of the regular payroll of the month where the employee's last day falls in.

During the commitment period, if management observes negligence, wilful incompetence or wilful misconduct from employee in performing duties, employer at its own choice reserves the right to close the employee contract and still be eligible to collect the costs stated above. However, if the project is business critical and there is no replacement found, company reserves the right until such person is replaced and necessary handovers are completed.

Travel: Employee may be required to travel on Company business within India and or abroad. The duration of such visits may vary, depending upon the nature of the assignment. There are specific rules governing travel, both domestic and international travel. The Company reserves the right to modify such rules from time to time, to meet changing business needs and scenarios.

Transfer: Employee services may be transferable to any of the branches of the Company, or associate companies or any other company with which this Company may arrive at an understanding or agreement for transfer of services. Employee's place of performance will be the location as specified from time to time.

Salary Structure: Here is the agreed salary table and there are no other benefits during the course of employment. During Probation : Rs. 23,000 per month. After Probation (For a period of 1st year) : Rs. 6,50,000 per year. After Probation (For the period of 2nd year) : Rs. 7,41,000 LPA. After Probation (For the period of 3rd year) : Rs. 8,45,000LPA

Other Businesses: Employee will not undertake business of similar nature with any other company during the period of employment with this Company or be doing any other works that would yield income directly or indirectly like part time works.

Company Assets: If, during the course of this employment with this Company, employee is provided with company assets, employee shall maintain the same in good working condition and Employee shall return the items to this Company prior to your ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment are liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per provisions of law.

No Due Certificate: Employee must take 'no-due certificate' from employer before being relieved from the employee duties. Employee must return all the assets that had been assigned to the employee during employment. If any such assets are lost or damaged, then equivalent amount for the damages produced.

Part payment for up skilling and joining formalities: Employee has provided bank cheque that costs Rs. 4,87,000/- (Four lakh Eighty Seven thousand rupees only) with reference of Cheque No.02026084 from Union Bank OF INDIA which is valid that employer can use at any time in future until such time the amount is compensated via other means with explicit written consent of employer. Employee agrees not to cancel or do anything that will invalidate the Cheque.

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The details of the costs on employee mentioned below

Recruitment Costs - INR 75,000.00

- Campus Relations Cost
- Traveling Costs
- Salaries for the people doing recruitment
- Extra Allowances for the recruiters
- Administration Costs for managing the recruitment process
- Stationary costs
- Recruitment Tools Costs
- Technical Interviews Costs
- HR Interviews Costs
- Candidate Followup Costs
- Documentation Costs

• Onboarding Costs - INR 30,000.00

- Onboarding Documentation
- HR Costs
- Candidate Induction Costs
- Salaries for the resources involved in Onboarding
- Team Lead Time
- Organization Tools Costs

• Upskilling Costs - INR 3,00,000.00

- Team Integration Costs
- Project Doubts Clarifications Costs
- Team Lead Time Costs
- Time Tracking Costs
- Monitoring Costs
- Motivation Costs
- Task Followup Costs
- Opportunity Costs for providing Upskilling as per the market standards

• Salaries Paid during Upskilling Procedures - INR 82,000.00

• Product Knowledge Upskilling Costs - INR 5,00,000.00

- We have a unique product that is not possible to get the training elsewhere.
- Since he wanted to use the opportunity to understand the product to help his career, the market costs for providing such training is normally difficult to calculate.
- But looking at the market, we estimate this to be at least INR 5,00,000.00 based on rates that institutes in Ameerpet and Bangalore charge.

- Costs incurred in fixing bugs introduced into Product because of Upskilling Costs - INR 1,50,000.00
 - Cost to rectify the low-quality work produced because of the low skill of the candidate costs.
- Impact on other team members for leaving abruptly - Difficult to calculate but can be imagined to be quite high
- Office Desk Costs - INR 15,000.00 (INR 5000.00 for desk for month including rent and maintenance)
- Pre-Employment Checks and Verification Costs: To be defined
 - Expenses related to verifying the candidate's background, including academic, professional, and personal reference checks.
 - Legal fees associated with ensuring compliance during the recruitment phase.
- IT and Equipment Setup Costs: To be defined
 - Costs for procuring, setting up, and maintaining hardware and software for the new employee.
 - Network and security setup, which ensures the employee can securely access company resources.
- Training and Mentorship Allocation: To be defined
 - Costs for assigning senior employees to mentor or guide the new joiner, which diverts valuable time away from revenue-generating tasks.
 - Opportunity costs of team leads and other skilled staff focusing on upskilling the candidate.
- Lost Productivity Impact: To be defined
 - The cost incurred due to delays or interruptions in projects as team dynamics and productivity stabilize with a new joiner.
 - Productivity adjustments when a candidate departs abruptly, affecting overall team efficiency.
- Reputation and Relationship Costs: To be defined
 - Impact on employer branding if recruitment and onboarding processes frequently face disruptions or departures.
 - Strain on campus and external recruitment partnerships due to inconsistencies or negative outcomes.
- Legal and Contractual Liabilities: To be defined
 - Potential legal costs involved in handling employment contract disputes.
 - Costs incurred when dealing with breach of contract and the collection process for cheques and dues.

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- **Time Allocation of Department Heads:** To be defined
 - Involvement of senior management and HR in discussing and resolving onboarding and subsequent departure matters, which detracts from strategic functions.
 - **Morale and Team Cohesion Costs:** To be defined
 - Indirect costs related to team morale when a team member leaves abruptly, requiring additional motivation efforts and potential HR intervention.
- 3). Mr. Maddineni Srihari / son of accused joined in complainant's company on 20-05-2024. He had undergone the necessary training period to upskill himself in variety of skills in complainant's company from 20-05-2024 until 14-08-2024 at Ongole, Prakasam District, A.P.
- 4) As the matter stood thus the complainant's company entrusted esteemed project to Mr. Maddineni Srihari / son of accused but Mr. Maddineni Srihari / son of accused failed to complete the same. It is further noticed that from 14-08-2024 onwards Mr. Maddineni Srihari / son of accused are not coming to office; Mr. Maddineni Srihari / son of accused's absence is not intimated to complainant's company and Mr. Maddineni Srihari / son of accused failed to complete the project entrusted to Mr. Maddineni Srihari / son of accused , thereby caused damage to complainant company's reputation.
- 5). Further complainant came to know that Mr. Maddineni Srihari / son of accused is also propagating badly against complainant's company, which caused damage to complainant's company and its reputation.
- 6). Further, If Mr. Maddineni Srihari / son of accused are leaving job, according to the contract, Mr. Maddineni Srihari / son of accused must follow the procedure laid down in Annexure – B of Employment Agreement. This was mentioned in the contact letter signed by Mr. Maddineni Srihari / son of accused on the day of joining.

- 7). It is entirely at his will to leave or continue with the job. The complainant's company do not restrict their employees from looking for further opportunities of their choice but we are very strict about the rules and regulations extended before Mr. Maddineni Srihari / son of accused ,once Mr. Maddineni Srihari / son of accused are a part of company.
- 8). Sudden disappearance of Mr. Maddineni Srihari / son of accused from work is extremely amateurish. Our executives tried to reach Mr. Maddineni Srihari / son of accused over phone many times, but Mr. Maddineni Srihari / son of accused seem to ignore their phone call continually which makes it very evident that he had left the job without a prior notice.
- 9). Mr. Maddineni Srihari / son of accused sudden disappearance from work is an act of unprofessionalism which is not entertained in complainant's company causes damages to complainant's company reputation which cannot be compensated in any form.
- 10). There were pending works and assignments that needed Mr. Maddineni Srihari / son of accused 's attendance and Mr. Maddineni Srihari / son of accused's sudden absence has been a drawback to the team and caused them additional efforts.
- 11). This is a clear violation of terms of the appointment letter of Mr. Maddineni Srihari / son of accused and had signed and consented to at the time of Mr. Maddineni Srihari / son of accused's appointment.

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- 12). The agreement also contains a clause whereby if complainant's company is constrained from exercising his right due to any default on Mr. Maddineni Srihari / son of accused's part, the complainant shall be entitled to recover amount so demanded as a liquidated debt from Mr. Maddineni Srihari / son of accused.
- 13). The complainant is running a turnover of close to 20 crores per year. Because of the behavior of breaking the agreement and blatantly lying and creating a dispute and issue out of this which in turn caused productivity loss which can be easily attributed between 1% to 5% of the turnover in just one year, the complainant expect to be compensated atleast for one year which would come at least INR 20,00,000.00 at a minimum towards damages, as such the complainant's company reserves their right to initiate separate proceeding in civil and criminal and for the law time being in force.
- 14). From Mr. Maddineni Srihari / son of accused's actions, it can be concluded that, Mr. Maddineni Srihari / son of accused wanted to upskill after completing their education. And, Mr. Maddineni Srihari / son of accused felt that Mr. Maddineni Srihari / son of accused could do that with ease by joining complainant as trainee employee. While complainant company has clearly and categorically explained the terms, Mr. Maddineni Srihari / son of accused had agreed with the view that Mr. Maddineni Srihari / son of accused could cheat complainant by disappearing from work after upskilling himself. Furthermore, apart from upskilling himself, had sensed the opportunity to earn salary during this period.

Hence, the complainant's company has incurred huge losses because of Mr. Maddineni Srihari / son of accused cheating behavior as stated above.

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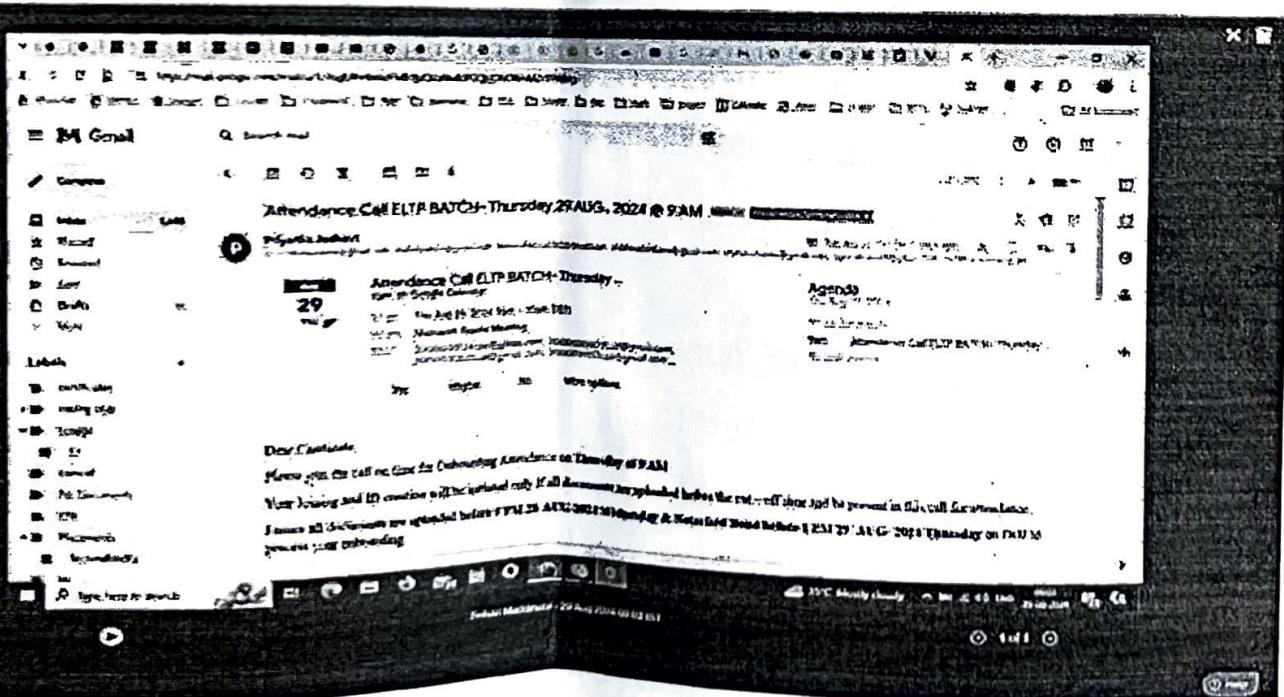
- 15). At the time of entering into "Employment Agreement" Mr. Maddineni Srihari / son of accused and accused agreed to pay Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) towards part payment of damages caused to the company, in the event breach of terms and conditions of the agreement. So, it is pertinent to mention the same

Part payment for upskilling and joining formalities:

Employee has provided bank cheque that costs Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) with reference of Cheque No.026084 from Union Bank OF INDIA which is valid that employer can use at any time in future until such time the amount is compensated via other means with explicit written consent of employer. Employee agrees not to cancel or do anything that will invalidate the Cheque.

- 16). As, Mr. Maddineni Srihari / son of accused left the company without any intimation and without following due procedure laid down as Mr. Maddineni Srihari / son of accused have done above said acts i.e., direct loss, indirect loss to the company. Not only this, while doing job in the company, Mr. Maddineni Srihari / son of accused have made several other activities which causes loss/ damage to the company, evidencing the same Screenshots are available with company.

- 17). With an intent to leave the job, prior to 14-08-2024 Mr. Maddineni Srihari / son of accused intentionally failed to work properly work entrusted and failed to monitor the work entrusted to Mr. Maddineni Srihari / son of accused, which leads to cause disturb the other employees. The same was confirmed by your team leader.
- 18). The complainant's company came to know that in order to join in "Tech Mahindra", Mr. Maddineni Srihari / son of accused intentionally failed to work properly and caused disturbance in the office. Not only this, Mr. Maddineni Srihari / son of accused left the office without following due procedure laid down in "Employment Agreement" by breaching the terms and conditions mentioned therein. Evidencing the same a screenshot also attached



- 19). However, as stated above, the accused being mother of Mr. Maddineni Srihari / son of accused issued the cheque bearing No.026084 drawn on Union Bank of India, Kondapi Branch- 523 270 for Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) issued towards part

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on dt:02-09-2024
satisfaction of legally enforceable debt as stated above is presented in
company's account maintained in ICICI Bank, Addanki Bus Stand
Centre, Ongole for collection on 02-09-2024 by informing the same to
accused and Mr. Maddineni Srihari / son of accused and at the
directions of both of them. The said cheque is returned with unpaid as "
"Funds Insufficient", on 03-09-2024.

- 0). Further, the complainant's company reserves his right to peruse other legal remedies available to them for the law time being in force.
- 21). The complainant's company learnt that with an intent to cheat them though fully aware that the funds in accused account maintained in her bank are not adequate to honour the cheque presented by complainant and cheated them deliberately. Thus, the accused have rendered herself liable for prosecution Under Section – 318 BNS (Section-420 IPC) in addition to Under Section – 138 of Negotiable Instrument Act.
- 22). So, complainant company got issued legal notice dated 01-10-2024 requesting the accused to pay cheque note amount with interest within 15 days from the date of receipt of the legal notice, knowing above said fact and contents therein , the accused got managed the postal authorities and returned the same with an endorsement "Not in House till 08-10-2024". So, the said notices were returned on 08-10-2024. Despite having knowledge about the contents in legal notice the accused failed to neither replied nor paid the cheque amount.
- 23). Hence, the complainant is inclined to file this complaint.

IV. Cause of Action :-

The cause of action for the case arose within the jurisdiction of Hon'ble Court that when the accused entered in to Employment Agreement as "Intern" on 20-05-2024 at Ongole, Prakasam District, Andhra Pradesh and pay the damages and when at the time of entering into "Employment Agreement" the accused agreed to pay Rs. 4,87,000/- towards part payment of damages caused to the Complainant company, in the event breach of terms and conditions of the agreement and when the accused received salary from time to time during training period and when the accused received salary from on 14-08-2024 without any intimation and when as the accused left the company down as the accused have and when as stated above, the accused being mother of Mr. Maddineni Srihari / son of accused issued the cheque bearing No.026084 drawn on Union Bank of India, Kondapi Branch- 523 270 for Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) issued towards part satisfaction of legally enforceable debt as stated above is presented in company's account maintained in ICICI Bank, Addanki Bus Stand Centre, Ongole for collection on 02-09-2024 by informing the same to accused and Mr. Maddineni Srihari / son of accused and at the directions of both of them and when the said cheque is returned with unpaid as "Funds Insufficient", on 03-09-2024 and when complainant learnt that with an intent to cheat maintained in accused bank are not adequate to honour the cheque presented by the complainant company and cheated the complainant company deliberately and thus, the accused have rendered himself liable for prosecution Under Section – 318 BNS (Section-420 IPC) in addition to Under Section – 138 of Negotiable Instrument Act and when complainant company got issued legal notice dated 01-10-2024 requesting the accused to pay cheque note amount with interest within 15 days from the date of receipt of the legal notice, knowing above said fact and contents therein, the accused got managed the postal authorities and returned the same with an endorsement "Not in House till 08-10-2024". So, the said notices were returned on 08-10-2024. Despite having knowledge about the contents in legal notice the accused failed to neither replied nor paid the cheque amount after receipt of legal notice, the complainant expect to be compensated at-least for one year which would come at least INR 20,00,000.00 at a minimum towards damages, as such the complainant's company reserves their right to initiate separate proceeding in civil and criminal and for the law time being in force. Hence, the complainant is inclined to file this complaint.

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IV. JURISDICTION:

The complainant company presented the said cheque bearing No.026084 drawn on Union Bank of India, Kondapi Branch- 523 270 for Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) issued towards part satisfaction of legally enforceable debt as stated above is presented in company's account maintained in ICICI Bank, Addanki Bus Stand Centre, Ongole for collection on 02-09-2024 by informing the same to accused and Mr. Maddineni Srihari / son of accused and at the directions of both of them and when the said cheque is returned with unpaid as "Funds Insufficient", on 03-09-2024 which comes within the limits of Ongole Town Police Station limits which is within the jurisdiction of this Hon'ble II ADDL JFCM Court, Ongole.

V. Court Fee: A fixed court fee of Rs. 2 /- is paid Under Schedule II Article 1 (11) (f) APCF&SV Act.

VI. Prayer:

Hence, the complainant therefore prays that the Hon'ble Court may be pleased to

- to take cognizance of the case on file under section - 138 N.I. Act and issue summons to the accused enquire the matter and punish the accused with fine and maximum sentence.
- Award interim compensation Under Section – 143 –A N.I. Act.
- to award compensation under section 36 Cr.P.C. and
- for such and other relief's as the Hon'ble Court deems just and proper in the circumstances of the case.



Be pleased to consider,

Advocate for Complainant.



Complainant.

The above stated facts are true and correct to the best of my knowledge, belief and information.

Ongole,

Be pleased to consider,

Date: 14-11-2024

Complainant.

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List of Documents

- 1). Attested copy of Certificate of Registration
- 2). Attested copy of Authorization Letter
- 3). Attested copy of Employment Agreement
- 4). Original cheque bearing No.026084 drawn on Union Bank of India, Kondapi Branch- 523 270 for Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only)
- 5). Cheque Return Memo dated 03-09-2024
- 6). Office Copy of Legal Notice dated 01-10-2024
- 7). Returned Registered Cover of Accused dated 08-10-2024
- 8). Returned Registered Cover of Son of Accused dated 08-10-2024



Advocate for Complainant.