

PENONTON LAW ASSOCIATES

ADVOCATES & SOLICITORS

Regd. A.D./Speed Post

Ref No. –

10.12.2020

Mr. Shashank Kuthe

S/o: Sh. Jai Krishna Kuthe

R/o: 163, Rameshawari Nagar,
Nagpur, Maharashtra, 440027

Email: Kuthe.shashank57@gmail.com

Phone No: 9665811738

Our Client: M/s Successive Technologies Private Limited

R/o House No 165, First Floor Pocket- 3

Sector – 24, Rohini

New Delhi West Delhi 110085

Also At: E-29, SECTOR- 11, Noida

Gautam Buddh Nagar, Uttar Pradesh- 201301

SUBJECT: LEGAL NOTICE

Sir,

Under instructions from and on behalf of Our client, M/s Successive Technologies Private Limited, we hereby serve upon you with the following legal notice:-

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1. That Our Client, Successive Technologies Private Limited is a statutory company registered under the Companies Act, 1956 having its registered office at the above mentioned addresses and is engaged in the business of providing solutions to various industry segments such as e-commerce, legal tech, fintech, media, agri-tech, telecom, logistics and more along with providing solutions in business process management and technology services (Hereinafter called as the "Company").
2. That you Noticee had approached Our Client and had expressed your interest in becoming a part of such an admired and recognized organization and thereafter finding our esteemed company to be suitable as per your requirements, applied for the position of "Senior Business Analyst" in Our client's Company. Pursuant to which Our client upon due consideration and deliberation decided to offer you vide offer of employment dated **26.10.2020**, the said position of "Senior Business Analyst" in the Company.
3. That, thereafter, you Noticee after duly considering and understanding all the terms and condition mentioned in the Contract of Employment for the position of "Senior Business Analyst" accepted the offer and signed the said contract on **09.11.2020**. Further, it was duly agreed by you Noticee at the time of joining and as per the contract that you would undergo a training and a probation period of 3 months before confirmation of your service, which you would be entitled to on

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09.02.2021. It was agreed by you that you would serve a notice period of one month in case you decide to discontinue your employment with the company during the probation period. In furtherance of the Contract and duly accepting the terms and conditions, you Noticee joined the Company at a total Cost to Company (CTC) of INR. 9,50,000/- P.A i.e. INR. 75,000 /- (Rupee Seventy five Thousand Only) per month.

4. That subsequent to the signing of the Contract You Noticee duly joined the place of work and fulfilled your obligations till 27.11.2020. However, pursuant thereto, you Noticee informed my client that you would be unable to fulfil the commitments of your position in my client's company because of ill health of your parents via Email dated 29.11.2020 and suddenly stopped coming to the office from 30.11.2020. However as per the norms no medical emergency documents have been produced before the concern official of my client in this regard. Therefore your reasoning for resigning, prima facie looks fake and bogus. At this stage you are absconding with all confidential data and requisite documents, till date without any justifiable explanation and without serving your one months of mandatory notice period as agreed by you Noticee as per the Contract of Employment. That your absenteeism is in complete violation of the terms and condition of the Contract of Employment and has further caused damage and loss to the company.

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5. That it is pertinent to mention that at the time of joining, you Noticee had also signed a **Zero Tolerance Policy** in furtherance of the Contract of Employment, wherein it was categorically specified that in case you remain absent from the duty/work uninformed and without proper and prior approval, you shall be deemed to be absconding from duty/work. Therefore, in terms of the said Policy your actions of remaining absent without proper approval to Our Client shall be deemed to be abandonment of your duties towards Our Client which amounts to breach of the Contract against which Our Client has every legal right to claim damages from you Noticee and to pursue all such legal remedies as available under the law. That abandonment of service will be effective from the First day of such unauthorized/uninformed absence i.e. 30.11.2020 and you Noticee will be liable to pay damages in lieu of the notice period.
6. That given your work profile in Our Client's Company, you Noticee were entrusted with a lot of sensitive and confidential such as confidential company records related to clients, security information's etc. As per the Clause 8 of the Contract of Employment you Noticee were required to hand over all the confidential data to Our Client at the time of termination of services or in case you decide to resign from the Company. However, to the contrary, you Noticee decided to abscond from your duties, which you were legally bound to fulfill,

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without handing over all the said confidential data and information of Our Client which in turn is again in the breach of the Contract of Employment.

7. That, further, Our Client has also acquired knowledge of the fact that you Noticee have not only absconded from the Company without handing over the confidential information, but have also illegally withheld a substantial amount of confidential information which is still in your possession which again is in violation of the terms of the Contract of Employment. Our Client reserves the right to sue you and recover any damages or financial hardships or loss that Our Client might suffer due to this breach of agreement.
8. That you the noticee absconded with the sole intent to commit an offence of data theft which is punishable under the Indian Penal Code and our client reserve all the rights to initiate criminal proceedings before the competent authority against you for the same offence.
9. That Our Client has been making persistent efforts to contact you Noticee via phone as well as via email, but you refused to revert or reply and have been neglecting your duties towards the company which has caused severe hardships to Our Client as the work of Our Client has been affected due to the loss of work caused by your uninformed abstinence from work, which again Our Client is entitled to recover from you Noticee.

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10. That you Noticee have dishonestly and fraudulently deceived the company by your actions of abstinence from work causing Our Client great inconvenience and mental harassment and agony. From your conduct it appears that you Noticee has malafide intentions and ill motive from the very beginning and therefore, you Noticee deliberately and intentionally neither served the 1 month's notice period nor did you hand over the confidential information to Our Client and deceitfully have kept the same under your wrongful possession. Thus, you Noticee have also committed an offence of Cheating and Criminal Breach of Trust for which our Client shall takes steps separately and get an FIR registered against you.

You Noticee, are therefore called upon by way of this legal notice to pay a sum of INR.3,50,000/- (Rupee Three Lakhs Fifty thousand Only) to Our Client being damages including but not limited to the damages due to loss of work, expenses incurred for your training, damages caused due to misappropriation of the confidential information, if any, etc. along with interest @ 18% P.A and also to Hand over all the Company/Client data available in your custody as per "Clause 8" of the Non-Disclosure and Restrictive Covenants Agreement (NDA) within a period of 7 days from receipt of this notice, failing which we have definite instructions from Our Client to initiate appropriate legal proceedings against you Noticee, Criminal as well as Civil, in accordance with law. It

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is needless to remind you that in all such events you Noticee shall be solely responsible for all the costs and consequences arising therefrom.

You are further called upon to remit an amount of INR 21,000/- to Our Client towards the cost of the present legal notice.

A Copy of the notice is retained in our office for future necessary legal actions against you Noticee, in case the need arises.

Regards,



Shaantanu Devansh

Advocate

For Penonton Law Associates.

Shashank Kuthe Postal Receipt

शारीर अक
India Post

ED690192807IN IVR:6968690192807
SP EAST OF KAILASH SD <110065>
Counter No:1,10/12/2020,13:35
To:MR SHASHANK KUTHE, #
PIN:440027, Parvati Nagar S.O
From:MR SHANTAMU DEVANSH, #
Wt:40gms
Amt:41.30 (Cash) Tax:6.30
<Track on www.indiapost.gov.in>
<Dial 18002666888> <Wear Masks, Stay Safe>