## MANJU PRASAD

Advocate

Mob: 8401840142

E-mail: legal@broomees.com



Chamber No. 830, Patiala House Court, New Delhi – 110001

To: M/s G.K. Dairy & Milk Products Pvt. Ltd. Dated: 27/08/2024

Address: Belinda 45, Emaar Marbella Villas, Badshapur, Sector 66, Gurgaon, Haryana - 122018

SUB: Legal Notice for non-payment of worker's salary – Rishipal (INV-BR-028069) & Sakshi (INV-BR-031662)

My Client: M/s Broomees India Pvt. Ltd.,

Reg. office at 586/6, 1st floor, metro station, near Govindpuri, Govind Puri, Kalkaji, New Delhi, Delhi

110019

By email to: gaurav.dixit.india@gmail.com

Sir/Ma'am,

Under instructions from and on behalf of my above-named client, I hereby serve upon you this legal notice, the contents whereof you may please note.

- 1. That my client is a private limited company under the name and style of M/s Broomees India Pvt. Ltd.
- 2. That my client is engaged in the business of connecting domestic workers to its clients.
- 3. That against your valid and confirmed booking, my client has provided you two domestic workers with the monthly salary of Rs. 25,000 (for Rishipal) & Rs. 22,000 (for Sakshi) and under the terms and conditions mentioned on your invoice dated 08/03/2024 & invoice reference number INV-BR-024995. The same T&C is also available on my client's website (www.broomees.com) which you have accepted virtually while making the booking.
- 4. That as per the T&C of the customer's contract signed by the customer, you're liable to pay the worker's salary to my customer's account at the end of every month for the number of days he/she has worked during that month.
- 5. That my client has raised an invoice on time for amounts of Rs. 32,446.23 & Rs. 4,967.76, which was the salary earned by the worker for working 40 & 7 number of days in May, June & August months of year 2024. Although, you have acknowledged the receipt of such invoices raised by my client, which have been sent to your Registered Email ID: gauray.dixit.india@gmail.com
- 6. That inspite of acknowledging the liability of payment of principal balance of Rs. 37,413.99/- you have miserably failed to make payment of the said amount due to my client from you deliberately with malafide intent, hence you are liable to pay the said principal balance amount of Rs. 37,413.99/- along with interest @24% p.a. from the date of due till actual realization of the said sum as is generally and customarily prevailing in the trade usages, which comes to Rs. 37,413.99/-
- 7. That thus you are liable to pay the total amount of Rs. 37,413.99/- to my above-named client and my above-named client is entitled to recover the same from you.
- 8. That my client requested you several times through telephonic message and by sending personal messenger to your place for release of the said outstanding payment, but you have always been dilly delaying the same on one pretext or the other and so far have not paid even a single paisa out of the said outstanding undisputed amount.

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I, therefore, through this Notice finally call upon you to pay to my client Rs. 37,413.99/-. along with future interest @ 24 % p.a. from the date of notice till actual realization of the said amount, together with notice fee of Rs 15,000/- to my client either by Demand Draft, Cheque or whichever mode suits them better, within clear 3 days from the date of receipt of this notice, failing which my client has given me clear instructions to file civil as well as criminal lawsuit for recovery and other Miscellaneous proceedings against you in the competent court of law and in that event you shall be fully responsible for the same.

## My client account details are as follows:

Bank Name: ICICI SDA Branch Bank Account: 182505000904

IFSC: ICIC0001825

Name: Broomees India Pvt Ltd

PAN: AAJCB6109K

Failure to comply with this notice shall constrain the undersigned to seek recourse to legal action and remedies in both civil and / or criminal in nature and shall claim to the fullest extent allowed by law, damages both actual and punitive in nature against you. Any further precipitation of this matter and consequences thereof shall be solely attributable to you.

Yours Sincerely, Manju Prasad Advocate