

## **Legal Notice**

To, Date: 10th January 2020

- 1. Ms. Vibhuti Chakravarty
- 2. Mr. Shahnawaz Ahmed
- 3. Rashmi Rai

Directors, Archway Techno Solutions Pvt. Ltd. 408, 4th Floor, Apollo Premier, Behind Shagun Garden, Vijay Nagar Square, Indore - 452 010 (Madhya Pradesh)

Subject: Regarding breach of Trust, Willfully Non Handling over of domain and in completion of the task appointed.

This is in regard with the information provided by our client, we are serving you this legal notice as under:

- 1. That, our client Mr. Santosh Shukla (President, World Book of Records) Address: 18/3, Pardeshipura, Near Electronic Complex, Indore 452 003 (Madhya Pradesh) India is a reputed and well-known personality of Indore and across the country, having an initiation of World Book of Records.
- 2. That, you, the above mentioned directors (hereinafter referred as the party), approached our client through Mr. Pankaj Dixit for requesting for appointing a task pertaining to website development, for that you presented your work to our client and requested to provide a chance for working with our client.
- 3. That, after presentation of your work and on referral of Mr. Pankaj Dixit, despite being a fresher in the field, our client gave you an opportunity for preparing two websites namely www.santoshshukla.com (which was a personal usage website) and a website for london chamber of commerce (which was to be made as an informative website). For these two websites you gave our client a quotation of Rs. 41,000/- (Fourty One Thousand Rupees only), which was for Rs. 18,000/- for santoshshukla.com and Rs. 23,000/- for london chamber of commerce, respectively. Our client looking to your enthusiasm and presentation approved the quotation right away through service contract dated 12th November 2019 under sign by Vibhuti Chakravarty.
- 4. That, you as per the service contract accepted that you shall be developing the websites along with its completion and the websites which shall be developed, the domain / hosting / content / photographs and any other detail was agreed to be provided by the second party i.e. our client.
- 5. That, after the agreement our client paid you a some of Rs. 20,000/- (Twenty Thousand Rupees only) as initial payment on 12 November 2019 vide account no. 144105001041 to your account though transection id S38104498 with ICICI Bank Limited Online Service and you also have signed a voucher of Rs. 20,000/- on the same date. After receiving the payment you started your work on www.santoshshukla.com for couple of months but after reviewing your work our client was not satisfied with the contents and the website design, for which they asked for a change and corrections in the same.
- 6. That, when our client raised the complaint against your work, you started behaving in an unprofessional manner and stopped working on the given tasks. After this our client faced a lot of frustration and financial loss as you have not shown the deliverables as per the agreement and did not complete the task. Our client after your absconding behavior tried to contact you for completion of work, our client even tried to come up on an amicable solution that you may come and complete the work and our client shall be delivering you the full and final payment as soon as you complete the work.

**Registered Office :** 437-B, A Block, Prem Trade Center, Maharani Road, Indore (M.P.) **Bhopal Office :** S-6, Second Floor, Signature Plaza, Indra Vihar Colony, Bhopal (M.P.)

Nagpur Office : 95-A, Friends Colony, Katol Road, Nagpur (Maharashtra)



7. That, after a long and harassing wait our client approached to another developer for the completion of the task as due to this our client was facing a huge financial and professional loss. But when the new developer stepped in for completion of the remaining task, our client found out that he was not able to access the domain www.santoshshukla.com. After this our client again tried to contact you for the same but you did not either replied his calls nor you replied his messages. Looking to the seriousness of the issue our client also gave a visit to your present office situated at Apollo Premier, Indore but to his utter surprise you have closed your office and your operations from the building, which you mentioned as the registered address in your service contract.

Therefore, it is humbly submitted to you that due to your incompetence and unprofessional behavior our client face the huge loss, professionally and financially, along with loss of his time for which our client is still ready to settle the things amicably. For which our client proposes you to complete the remaining task starting from the delivery of this notice and you shall be paid full and final was the task is complete else if you do not comply with the terms of the notice within 5 working days, our client shall be having right to initiate civil and criminal proceedings against you before the appropriate authority of law for which you shall be liable to bear every expenses incurred by our client.

Date: 10th January 2020

Place: Indore (Madhya Pradesh)

Ashhar Warsi

Advocate & Managing Partners
Lex Vitae Legal Services LLP

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Nagpur Office : 95-A, Friends Colony, Katol Road, Nagpur (Maharashtra)