

Reg. No. D/9705/2022
RESIDENTIAL ADDRESS:
U, BLOCK, 205,
Shakarpur, Delhi-110092
Mob: 9074409228
adv.hanmatlodhi022@gmail.com



HANMAT LODHI
ADVOCATE
LL.B (Hons.)
High Court Of Delhi
Supreme Court Of India

DATE: .04.2023

LEGAL NOTICE

To

Mr.Durgesh pandey

Address Plot No.96,1st

Floor , street No. 6 P Block,

Mohan Garden Uttam Nagar

New Delhi 59

SUB.: LEGAL NOTICE FOR LOSS OF BUSSINESS,GOODWILL AND OTHER DAMAGES.

Dear Mr.Durgesh pandey,

1. That the instructions from and on behalf of my client **Raghvendra Singh(CEO)** of company i.e. is **‘The Daily Work’** I do hereby serve you with the following Legal Notice.
2. That **‘The Daily Work’** A Unit workido Human Resources Private Limited is a company incorporated under the companies act 1956,having it's Registered office at Level 6, JMD Regent square, MG Road, Gurgaon, Haryana 122002 is engaged in the online business to provide employment for employees according to qualification of employees through website of company i.e. **‘The Daily Work’**.



3. That You Mr. Durgesh pandey appointed as a **Full Stack Developer (IT Department)** The Copy of Appointment Letter dated 18.04.2023 is annexed as **Annexure- A.**
4. That is per the term of appointment letter Clause No.15 mentioned in your appointment letter required to give 15 Day notice period during probation before you relinquish your duties.
5. That as per the appointment letter you have committed breach of contract by not serving 15 days notice. As per the appointment letter clause no.15 mentioned in case either the employer or the employee wishes to terminate the employment contract, a notice of 30 days should be served in writing by the party who wishes to terminate the contract to the other party. The company depending on the business context and its sole discretion may allow you to pay the equivalent of the total cost (TFC) amount in lieu of any period against your leave balance subject to satisfactory handing over of the charges to your superior. Notice period during probation would be 15 days or equivalent of the TFC in lieu of notice. but you left the job without any intimation and did not follow the terms of appointment letter.
6. That As per the terms of your appointment letter you are required to serve a complete 15 day notice period effective from the date of resignation. In case, you do not serve the notice period, you have to pay the organization a complete one month's salary.
7. That my client tried its best to make contacts with you but failed and after some time got information that you have joined some other company.
8. That the instruction on behalf of my client you are trying to damage the company website because you have all private information of the company. it is a violation as per terms of appointment letter **clause 9.** And in present time the cost of website 12,00,000 (Twelve Lakh) Rs.
9. That you are violating the Terms of appointment letter, you have caused a loss to my client which you are legally liable.

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10. That you are misusing company personal information for which you are liable under the law.
11. That you left try to damage company website we will take legal action against you.
12. That we are giving you a chance to solve this dispute amicably with our company otherwise after that we will take legal action against you.
13. That you will Pay Compensation towards my client in sum of Rs. 1,00,000 /- on account of the mental pain and agony suffered by my client.
14. That you will pay a sum of Rs.15,000/- towards the cost of present legal notice.

That you the Noticee are hereby given a period of one week to comply with the terms of appointment letter. Failing which my Client will exercise all due legal resource available as per law.

A copy of this notice is kept in my office for record and further necessary action and you are also advised to keep the copy safe as you would be asked to produce in the court.

Thankyou.

Hanmat Lodhi Advocate

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