

KABC010312972025



TITLE SHEET FOR JUDGMENTS IN SUITS

**IN THE COURT OF THE II ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE AT BANGALORE
(C.C.H. No.17)**

DATED THIS THE 12th DAY OF AUGUST 2026

PRESENT; Smt. Saraswathi Devi, B.Com., LLB (Spl)
II Addl. City Civil & Sessions Judge, Bengaluru

O.S.No. 8481/2025

Plaintiff:	M/s. Aseuro Technologies Private Limited Registered Office at # 3035 14 th Cross, Siddanna layout Thyagarajanagar Above Sree Thyagaraja Co-operative Bank Banashankari II stage Bengaluru – 560 070. Represented by its Director Sri. Srikanth Iyer. (By Sri. MSA, Advocate)
	Vs.
Defendant:-	Ms. R. Varshini D/o Sri. Ravi Kumar Aged about 23 years Residing at No.62 Maruthi Badavane Anjaneya Temple Street Pillaganahalli Gottigere Bengaluru – 560 083. (Exparte)

Date of Institution of the suit	: 02.12.2025
Nature of the suit (suit on pronote, suit for declaration and possession, suit for injunction etc,)	: Suit for recovery of money
Date of the commencement of recording of the evidence	: 19.06.2026
Date on which the Judgment was pronounced	: 12.08.2026
	<u>Years</u> <u>Months</u> <u>Days</u>
Total duration	: 00 08 10

(Saraswathi Devi)
 II Addl. City Civil and Sessions Judge,
 Bangalore.

// J U D G M E N T //

1. The plaintiff has filed this suit for recovery of a sum of Rs.3,18,000/- together with future interest at 18% p.a., from the defendant, for the breach of agreement dated 21.10.2024 and to grant such other relief as this court deems fit in the circumstances of the case.
2. The plaint averments in brief are as under:

That the plaintiff is a company, which is engaged in providing IT Solutions and Services and related business support

Services. The defendant was appointed as a “Trainee-Software Engineer” in the plaintiff’s company with effect from 21.10.2024. The defendant by accepting the terms and conditions of the service, had signed an agreement dated 21.10.2024. That as per the said agreement, the defendant was required to serve the plaintiff’s company for a minimum period of 30 months from the date of joining the service, including the three months training period.

3. It is the further case of the plaintiff that in the event of any breach on the part of the defendant, in not completing the stipulated period of 30 months from the date of agreement, the defendant is required to pay damages/compensation of Rs.3,00,000/- as per Clause 5 of the agreement executed by defendant. That after the training the defendant was offered the position of a “Junior Software Engineer” with effect from 03.02.2025. That contrary to the said terms and conditions, the defendant unauthorizedly kept herself away from the work from 05.06.2025. That the defendant without any written sanction or approval from the plaintiff company has remained absent.

4. Thereafter the plaintiff company issued a notice dated 05.08.2025 calling upon the defendant to comply with the terms of the agreement dated 21.10.2024 and also to contact the HR team to complete the exit formalities. But the defendant has failed to do so. Hence, the defendant has committed breach of contract and the plaintiff is entitled to be compensated as per Clause 5 of the Agreement dated 21.10.2024. Hence, the suit came to be filed.
5. That after the suit was filed, the suit summons was issued to the defendant. That the defendant inspite of service of summons, has appeared absent and hence, she was placed *exparte*.
6. That the plaintiff in order to prove its case, has examined its H.R. Manager as PW.1 and got marked Ex.P.1 to 7. Then the side of the plaintiff was closed.
7. Heard the arguments. Perused the records. The counsel for the plaintiff has submitted his written arguments.

8. The following point arises for my consideration:

“Whether the plaintiff is entitled for the relief sought?”

9. My answer to the above point is partly in the affirmative for the following:

// REASONS //

10. The plaintiff has filed this suit for recovery of a sum of Rs.3,18,000/- together with future interest at 18% p.a., for the breach of agreement dated 21.10.2024 committed by the defendant. The H.R. Manager of the plaintiff has been examined as PW.1. In her chief-examination affidavit she has reiterated the plaint averments. PW.1 has produced 7 documents. Ex.P.1 is the letter of Authority dated 18.06.2026 as per Ex.P.1. Ex.P.2 is the agreement executed between the company and the defendant dated 21.10.2024. Ex.P.3 is the letter dated 07.11.2024 sent to the defendant through E-mail. Ex.P.4 is the offer letter dated 03.02.2025. Ex.P.5 is the letter dated 05.08.2025 sent to the defendant. Ex.P.6 is the refused

postal cover. Ex.P.7 is the e-mail correspondence by the plaintiff to the defendant.

11. That from the unchallenged oral evidence and the documents placed on record, the defendant having been offered the employment with the plaintiff is made out. That when the defendant was offered the post, she had executed an agreement at Ex.P.2. As per the terms of this agreement, the defendant was required to undergo training with the plaintiff and work with them for the minimum period of 30 months. In case the defendant failed to complete the said period of employment, she had undertaken to pay the damages of Rs.3,00,000/- to the plaintiff.
12. That the agreement further discloses that since the plaintiff had spent considerable amount, to train the defendant, on her failure to complete the period of service, the plaintiff had to spend amount to train another person. Thus the condition for payment of damages came to be imposed on the defendant. That as per the correspondence, the defendant has remained absent to her duties from 5-06-2025. That she has failed to

respond to the various letters sent by the plaintiff. Thus the plaintiff has succeeded in proving that the defendant has breached the terms of the agreement.

13. The defendant inspite of service of notice, has not appeared. That when the defendant has failed to contest the claim of the plaintiff, there is nothing to disbelieve the claim of the plaintiff. Thus the defendant as per the terms of the agreement is liable to pay the damages of Rs.3,00,000/- to the plaintiff. That the plaintiff is seeking for interest at the rate of 18% from 5-06-2025 till the recovery of the amount. However the agreement does not contain any clause for payment of interest at the rate of 18% per annum. However as the defendant has committed breach of the agreement and has undertaken to pay the damages, which she has failed to pay, the plaintiff is entitled for interest. But in the absence of the agreed rate of interest, the plaintiff is entitled to recover the damages of Rs.3,00,000/- with interest at the rate of 9% per annum from 5-6-2025 till recovery of the amount. Hence, above point is answered partly in the affirmative. In the result, I proceed to pass the following:

// ORDER //

The suit of the plaintiff is partly decreed with costs.

The plaintiff is entitled to recover the sum of Rs.3,00,000/- together with interest @ 9% p.a., from 05-06-2025 till its realization, against the person and property of the defendant.

Draw decree accordingly.

(Dictated to the Stenographer Grade-I, typed by her directly on the computer, revised by me and after corrections, pronounced in open Court on this the 12th day of August, 2026.)

(Saraswathi Devi)
II Addl. City Civil and Sessions Judge,
Bangalore.

ANNEXURE**1. WITNESSES EXAMINED FOR THE PLAINTIFF :**

P.W.1 : Aishwarya L

2. DOCUMENTS MARKED FOR THE PLAINTIFF:

Ex. P. 1	Letter of Authority dated 18-06-2026.
Ex. P. 2	Agreement executed between the Company and Defendant dated 21-10-2024.
Ex. P. 3	Letter dated 07-11-2024 sent to the defendant through E-mail.
Ex. P. 4	Offer Letter dated 03-02-2025.
Ex. P. 5	Letter dated 05-08-2025 sent to the defendant.

Ex. P. 6	Refused Postal Cover.
Ex. P. 7	Five pages of on various dates e-mails correspondence by the plaintiff company to the Defendant. (Section 63 Certificate is enclosed)

3. WITNESSES EXAMINED FOR THE DEFENDANT:

Nil

4. DOCUMENTS MARKED FOR THE DEFENDANT:

Nil

(Saraswathi Devi)
II Addl. City Civil and Sessions Judge,
Bangalore.