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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 4551/2016

SHARAD RANJAN

..... Petitioner

Through: Mr Sunil Kumar, Sr. Advocate with  
Mr Vatsalya Vigya, Advocate.

versus

E SECURE COUNCIL AND ORS

..... Respondents

Through: Mr Sunil Choudhary, Advocate with  
Ms Subhashini Singh, Legal Manager  
and Mr Siby Joseph.

**CORAM:**

**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**

% **12.12.2017**

1. The petitioner has filed the present petition, *inter alia*, praying as under:-

- “A) issue a writ of mandamus or any other appropriate writ, order or direction to quash and set aside the impugned E-Secure Committee termination letter dated 11.01.2016,
- B) issue a writ of mandamus or any other appropriate writ, order or direction to the Respondent Council to give a compensation of Rs. 5 Crore in lieu of the defamation and mental trauma caused to the Petitioner.
- C) issue a writ of mandamus or any other appropriate writ, order or direction to take action against the respondent No.2 for initiating a false claim against the Petitioner.”

2. The principal grievance of the petitioner is that his services have been terminated by respondent no.3 on account of an allegation of sexual harassment and misconduct. The petitioner claims that the procedure adopted for inquiry against him was not in accordance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and was without following the principles of natural justice.

3. Admittedly, the petitioner's employment with respondent no.3 could be terminated by either party by providing 90 days notice. The relevant clause of the terms and conditions of the employment annexed with the petitioner's appointment letter reads as under:-

**“6. Notice Period/Separation:** Either party can terminate this employment by serving a notice of 90 days on the other. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the ‘Basic + Special Allowance’ component of the salary would be paid to you. If at your request, Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the ‘Basic + Special Allowance’ component of the salary for the balance notice period. However, please note that accepting any such relieving request would be entirely at the discretion of the Company based on the business needs.

On termination of your employment for any reason, you shall comply with the Company's separation procedure, sign all documents and return all Company property on or before your last working day. The Company will not be bound to pay you dues, if any, till you have completed all the separation procedures and surrendered company property, assets documents, etc.”

4. It is also pointed out that the petitioner had also referred to the said

clause and requested his dues be paid accordingly.

5. The learned counsel for the petitioner states that he is not pressing for any compensation and the petitioner would be satisfied if the allegations against him are withdrawn.

6. The learned counsel for the respondents states that to put a quietus to the matter and without going into any further controversy as to whether the present petition is merited or maintainable, all allegations made against the petitioner may be considered as withdrawn and the dues payable to the petitioner, if any, would be paid to the petitioner within a period of eight weeks from today.

7. In view of above statement, the learned counsel for the petitioner does not wish to press the present petition. The petition is dismissed as not pressed.

**VIBHU BAKHRU, J**

**DECEMBER 12, 2017**  
**MK**