

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.725 OF 2022

Smita Roshan Poojary] ... Petitioner

Vs.

Exegesis Infotech India Pvt. Ltd.] ... Respondent

...

Mr. Krishna Kumar Mishra for the petitioner.

Mr. Sanoj Koran for the respondent.

...

CORAM : RAVINDRA V. GHUGE, J.

DATED : 24TH JANUARY, 2022.

P.C. :-

1. By this petition, the petitioner has approached this court, assailing the interlocutory order passed by the Industrial Court on 30/10/2021 below application, Exh.-U-2, in Complaint (ULP) No.134 of 2021.

2. The petitioner admittedly, has been appointed as a 'Product Owner' and her salary was around Rs.68,000/-, per month. Her nature of duties are well set out in the offer letter vide the terms

and conditions set out therein, which have been accepted by her, while entering the employment of the respondent.

3. *Prima facie*, I find that the petitioner cannot be termed as a workman under Section 2(s) of the Industrial Disputes Act, 1947 and as an employee under Section 3(5) of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971.

4. The only grievance put forth by the petitioner before the Labour Court is that since she has quit the employment with the respondent, she should be issued with a relieving letter. The Industrial Court has rejected the application (Exh.-U-2) and refused interim relief to the petitioner. Clause 6 of the contract agreement, especially, sub-clause (b), indicates that she has to issue a notice of leaving employment with three months' notice period. She had issued such a notice and the employer graciously reduced the notice period to two months. However, she quit employment with the respondent to take up a new employment, without working with the respondent, during the notice period of two months.

5. Considering the nature of litigation, I put it across to the learned counsel for the petitioner as to whether the petitioner is willing to pay a round figure of Rs.1,25,000/- (her monthly salary being around Rs.68,000/-) in lieu of two months' notice period.

The learned advocate has taken instructions from the petitioner, who is present in his chamber for the on-line hearing and submits that she is agreeable.

6. The learned advocate for the respondent-management submits, on instructions, that the management is ready to issue a relieving letter, without attaching any stigma therein, after the petitioner deposits Rs.1,25,000/-. The learned counsel for the management graciously states that all other requirements, as can be found under the other sub-clauses below Clause 6, have been complied with by the petitioner and she has not retained any property or document of the management and, therefore, the management would be in a position to issue a relieving letter, forthwith.

7. The learned advocate for the petitioner submits that within a period of three weeks, a demand draft for Rs.1,25,000/- would be paid to the respondent.

8. As such, if such a demand draft is handed over to the respondent on or before 15/02/2022, the respondent would issue a clean relieving letter to the petitioner on or before 18/02/2022, which would be handed over by way of a hard copy to the petitioner and also by way of an e-mail copy (soft copy) on the e-mail address of the petitioner, which is 'smtsvm@gmail.com'.

9. In view of the above, this petition is disposed off. So also, the Complaint (ULP) No.134 of 2021 stands disposed off. The learned Member, Industrial Court, Thane, would pass a formal order of disposing off the said complaint.

[RAVINDRA V. GHUGE, J.]