

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.1537 OF 2025

Satyapal Yadav

...Petitioner

V/s.

M/s. Continuum Managed
Solutions Pvt.

...Respondent

Mr. Arvind D. Aswani for the Petitioner.

CORAM: SANDEEP V. MARNE, J.

Dated: 13 March 2025.

P.C.:

1) Petition challenges Award dated 19 December 2023 passed by the Presiding Officer, 4th Labour Court, Mumbai, answering the Reference (IDA) No.125 of 2019 in the negative.

2) I have heard Mr. Aswani, the learned counsel appointed through Legal Aid Panel to represent the Petitioner and have considered the submissions canvassed by him. I have also gone through the findings recorded by the Labour Court in the impugned award as well as through the records of the case filed alongwith the Petition.

3) There is no dispute to the position that Petitioner tendered his resignation on 14 June 2017. The factum of tendering resignation is not seriously disputed by the Petitioner. However, he now contends that the resignation was not voluntary and that he was forced to resign under threat of termination. However, it appears that Petitioner did not contemporaneously file any complaint either with the employer or with any authority alleging that the resignation was forceful.

4) Mr. Aswani would rely upon message dated 23 June 2017 sent by the Petitioner. The said message merely makes a request for provision of job and does not contain any allegation of forceful resignation. Mr. Aswani would then rely upon Petitioner's email dated 10 July 2017 in which Petitioner has made some suggestion about submission of resignation under the threat of termination. The email however is silent as to whether the resignation was voluntary or not. Mere statement that resignation was owing to threat of termination would not be sufficient. It appears that in addition to other benefits, the Petitioner was offered severance allowance @ 15 days' pay for every completed year of service. Therefore, even if it is assumed that a threat of termination was given, Petitioner might have opted to resign on account of offer of payment of severance allowance @ 15 days' pay for every completed year of service. Petitioner did not specifically state in email dated 10 July 2017 that the resignation was forceful. Mr. Aswani would then rely upon email dated 23 August 2017 which again does not contain

any statement about forceful resignation. It is a matter of fact that Petitioner received Rs. 1,72,000/- from the Respondent-employer after he tendered his resignation, he accepted the said amount and never offered to return the same.

5) Considering the above facts and circumstances of the case, I am of the view that the Labour Court has rightly held that the Petitioner tendered resignation from service and that the case does not involve wrongful termination or retrenchment. No interference is therefore warranted in the impugned award.

6) Writ Petition is accordingly **rejected**.

[SANDEEP V. MARNE, J.]