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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8728 OF 2025

mPHATEK Systems Private Limited

.. Petitioner

Versus

Ms. Sucharita Patra and Ors.

.. Respondents

-
- Mr. Tejpal Ingale a/w. Mr. Abhishek Ingale and Ms. Vrunali Vilankar, Advocates for Petitioner.
 - Ms. M.S. Srivastava, AGP for Respondent Nos.2 and 3 – State.
-

CORAM : MILIND N. JADHAV, J.

DATE : JULY 14, 2025.

P.C.:

1. Heard Mr. Ingale, learned Advocate for Petitioner and Ms. Srivastava, learned AGP for Respondent Nos.2 and 3 – State.

2. Petitioner – mPHATEK Systems Private Limited (for short “**the said Company**”) has challenged the impugned judgment and order dated 17.03.2025 passed in Appeal No.3116 of 2024 passed by the Appellate Authority alongwith the order dated 27.05.2024 in Proceeding No.05 of 2024 passed by the Competent Authority under the Maternity Benefit Act, 1961 (for short “**the said Act**”). Thus two concurrent orders appended at Exhibit “G” – page No.31 and Exhibit “I” – page No.44 of the Writ Petition are under challenge in the present Writ Petition.

3. Before I advert to the said orders, the facts relevant for adjudication of the present case need to be stated and the same are as under:-

3.1. Respondent No.1 is the original Complainant. She was appointed as a Senior Test Engineer in the Petitioner – Company on 11.11.2022. On 26.04.2023, Respondent No.1 informed Petitioner – Company that she was seven months pregnant and considering her expected delivery date desired to proceed for leave from 03.07.2023 to 03.01.2024.

3.2. Petitioner – Company replied and acknowledged the Application received from Respondent No.1 and directed her to contact the Human Resource Management System (for short “**HRMS**”) portal of the Company.

3.3. According to the facts on record, on 08.05.2023 Respondent No.1 sent her resignation letter by email to Petitioner – Company stating that pursuant to the notice period of one month, 08.06.2023 would be her last working day. Petitioner – Company accepted her resignation on the same day and acknowledged her resignation letter by email and informed her that her account will be settled within 45 - 60 days from the last working day.

3.4. One of the other grievance of the Petitioner – Company is that Respondent No.1 has not settled her full and final settlement of

dues despite her resignation having been accepted and she having been informed about the same.

4. *Per contra*, case of Respondent No.1 from the record as it emanates is that despite the aforesaid initial correspondence, she was categorically informed by HRMS of the Petitioner – Company that they will not be able to provide her with maternity leave and she would have to resign. Hence in order to show her bonafides on 29.05.2023, Respondent No.1 addressed a complaint on email to the Petitioner – Company stating that since Petitioner – Company was not able to provide her maternity leave, she was wanted to resume her work after taking one month leave after her delivery so that she would not have to resign from the said Company and in that case, her leave would be without pay for one month and that would also not result in any loss to the Petitioner – Company.

5. Since Petitioner – Company did not respond, on 06.06.2023 Respondent No.1 addressed email to the Petitioner – Company stating that as per the said Act, new mothers are entitled for six months or 26 weeks of paid leave as per the policy of the Petitioner – Company about. It is seen that she was informed by one Riddhi on behalf of Company that she would eligible and entitled for maternity leave in the Company and therefore she persuaded the Management to reconsider her request and provide her maternity leave. These are the

undisputed facts which are emanating from the record appended to the Writ Petition.

6. Mr. Ingale, learned Advocate appearing for the Petitioner – Company would submit that what is crucial and what goes to the root of the matter is the fact that Respondent No.1 has tendered her resignation which has been accepted by the Petitioner – Company and it is only thereafter she had a complete afterthought of attempting to revoke her resignation and seek maternity benefit which is impermissible for her to do so.

6.1. He would submit that if resignation letter addressed by Respondent No.1 is seen, she has categorically stated in her letter dated 08.05.2023 sent on email that her formal resignation from the position of the Senior Test Engineer of the Petitioner – Company be accepted effective from 08.05.2023 so that her last working day would be 08.06.2023.

6.2. In his usual fairness he would submit that it is true that on 26.04.2023 Respondent No.1 had indeed informed the Petitioner – Company that she was pregnant since the last seven months and was expected to deliver sometime around 15.07.2023 and therefore planned to go on maternity leave in the first week of July 2023.

6.3. However, he would submit that both the Courts below have committed a gross error in appreciating the facts on record and

decided the complaint of Respondent No.1 in her favour. He would submit that both the Courts below have completely ignored and misunderstood the essence and affect of the resignation letter tendered by Respondent No.1 on her own volition which virtually relinquished her right to seek maternity leave once she resigned from the Petitioner – Company and her resignation letter was accepted by Petitioner – Company. He would fairly submit that it is the case of Respondent No.1 that her resignation letter was forcibly obtained as alleged by her. However according to him the email correspondence between Respondent No.1 and Company's representative clearly show that there is no incriminating material whatsoever produced on record to allege that the Petitioner – Company had obtained the resignation letter from Respondent No.1 forcefully.

6.4. He would submit that in the above background facts directions given by the Labour Court to the Petitioner – Company to pay maternity benefits under the provisions of the said Act alongwith medical bonus to Respondent No.1 are completely arbitrary and impermissible in law since admittedly Respondent No.1 is not entitled to the same once she has relinquished her nexus/job with Petitioner – Company on her resignation been accepted by Petitioner – Company.

6.5. He would submit that both the Courts below did not consider the facts that Respondent No.1 had resigned from services of the

Petitioner – Company voluntarily on her own volition without any condition and therefore the date of her claim Application filed subsequently after her employment having been ceased with the Petitioner – Company is not maintainable in law. Hence he would submit that both the impugned orders deserve to be interfered with by this Court and the Petition be allowed.

7. I have heard Mr. Ingale, learned Advocate for Petitioner and Ms. Srivastava, learned AGP for Respondent Nos.2 and 3 and with their able assistance perused both the orders passed by the Labour Court and the Appellate Court appended at page Nos.31 and 44 of the Petition and perused the record of the case. Present Writ Petition can be disposed of at the time of admission itself and I have declined the request made by Mr. Ingale to issue notice in the Petition to Respondent No.1 in the present case.

8. This is primarily because after going through the record in the present case, I am not inclined to accept the submissions made by Mr. Ingale with respect to the challenge maintained to the twin orders which are impugned in the present Petition and foist further trouble of attending this Court on the private Respondent.

9. What is primarily seen from the record is the fact that Respondent No.1 – employee had clearly made her intention known to the Company that she was expecting and desired to proceed on

maternity leave beginning from 03.07.2023 to 03.01.2024. This email was sent by Respondent No.1 on 26.04.2023 to which the Petitioner – Company sent a reply acknowledging the same and also confirmed the fact that as per the Company’s Maternity Policy, she was entitled to take 26 weeks paid maternity leave. She was also called upon to confirm her starting date, ending date and re-joining date after the maternity leave since she had only shared the tentative date with Company.

10. That apart, Petitioner – Company also informed Respondent No.1 that she could also avail of the Company’s Mediclaim SPOC relating to her hospitalization, medical coverage, procedure and entire documentation by forwarding to her the details of the agency providing health care on behalf of the Petitioner – Company. She would also inform that one week prior to her re-joining, she would have to get in touch with the HR team. She was informed that though she was entitled to maternity leave as per the Company’s Maternity Policy, however she would not be eligible for the appraisal during her maternity period and during the current year and for appraisal she would only be entitled in the following year.

11. On the very same day, Petitioner – Company re-confirmed the fact that she was expecting and inform her expected due date beginning period from 03.07.2023. Thereafter on 08.05.2023,

Respondent No.1 informed the Petitioner – Company by email and gave her formal resignation letter effective from 08.05.2023 so that her last working day in the Company would be 08.06.2023. Case of the Respondent No.1 is that she was forced to resign after being HR Department that she would not be entitled to maternity leave and therefore she was induced into giving the said letter to the Petitioner – Company.

12. However, if the said letter and the correspondence which followed thereafter on 29.05.2023 and 06.06.2023 is seen as appended at page No.24, it will be clear that Respondent No.1 had written to the Petitioner – Company regarding her resignation on the premise that Company would not be able to provide any maternity leave and therefore she did not want to lose her job and contrary to the maternity leave that she would be entitled to, she herself stated that she would like to resume her duty one month post her delivery so that she can save her designation from the said Company. This email addressed by the Petitioner – Company on 29.05.2023 followed by a further email addressed dated 06.06.2023 appended at page No.29 of the Petition *prima facie* show the bonafides of Respondent No.1.

13. In that view of the matter, both the Courts below have correctly considered the correspondence which had occurred between the parties and passed the well reasoned and cogent orders. In that

view of the matter, after considering the text of the correspondence between the parties, both the Courts below have come to the definite conclusion that Respondent No.1 was duly entitled to maternity benefit, but she was induced into giving her resignation after being informed that the Petitioner would not be able to provide her maternity leave which resulted in the Respondent No.1 addressing her two line resignation letter to the Company. What is important is the fact when the said resignation letter was addressed by Respondent No.1 to the Petitioner – Company, it is preceded by she categorically stating that as discussed with the Petitioner – Company over call (*emphasis supplied*). This *prima facie* clearly shows that Respondent No.1 was induced into giving her resignation letter on being informed that she would not be entitled to maternity leave. Otherwise she had no occasion and reason to address the said letter and follow-up with the correspondence of seeking one month's unpaid leave and save her job.

14. The aforesaid facts and correspondence has been duly considered by both the Courts below. In her complaint before the Labour Commissioner, Respondent No.1 has categorically stated that after she had informed about her plan for avail maternity leave to the Manager in the month of February itself after almost 10 days the HR Manager came back to her asking for her resignation since according to him Company was not in a position to provide maternity benefit to her.

She has stated that since she was not aware about the maternity leave policy of the company, she resigned under pressure at that time but after she became aware about the same, she wanted to avail the maternity leave.

15. The issue argued by Mr. Ingale before me is the fact that she would be entitled to the maternity benefit when Respondent No.1 is not an employee of the Petitioner – Company. Case of the Petitioner – Company that once Respondent No.1 ceased to be an employee from 08.06.2023 onwards, she would not be entitled to payout under the said Act as ruled by both the Courts below.

16. In this regard, the provision of Section 17 of the said Act are relevant and the same are quoted hereinbelow for immediate reference:-

“17. Power of Inspector to direct payments to be made. --

[(1) Any woman claiming that-

- (a) maternity benefit or any other amount to which she is entitled under this Act and any person claiming that payment due under section 7 has been improperly withheld;*
- (b) her employer has discharged or dismissed her during or on account of her absence from work in accordance with the provisions of this Act,*

may make a complaint to the inspector.

(2) The Inspector may, of his own motion or on receipt of a complaint referred to in sub-section (1), make an inquiry or cause an inquiry to be made and if satisfied that:

- (a) payment has been wrongfully withheld, may direct the payment to be made in accordance with his orders.*
- (b) she has been discharged or dismissed during or on*

account of her absence from work in accordance with the provisions of this Act, may pass such orders as are just and proper according to the circumstances of the case].

(3) Any person aggrieved by the decision of the Inspector under sub-section (2) may, within thirty days from the date on which such decision is communicated to such person, appeal to the prescribed authority.

(4) The decision of the prescribed authority where an appeal has been preferred to it under sub-section (3) or of the Inspector where no such appeal has been preferred, shall be final.

[(5) Any amount payable under these sections shall be recoverable by the Collector on a certificate issued for that amount by the Inspector as an arrear of lane revenue.]”

17. There is no dispute about the fact that Respondent No.1 was working with the Petitioner – Company when she applied for maternity leave that is also acknowledged by the Petitioner – Company on 26.04.2023. That apart, it was the case of Respondent No.1 that as far back in the month of February, 2023 she had informed the HR Department and she entered into correspondence with them for the first time on 26.04.2023. If the provision of Section 17 of the said Act delineated herein above are seen, then the Inspector is empowered to direct payment of maternity benefit to be made to any woman who claims that her employer has discharged or dismissed her during or on account of her absence from work in accordance with the provisions of the said Act for which she is entitled to make a complaint to the Inspector. It is in this context that Respondent No.1 approached the Competent Authority and the Inspector under the said Act seeking entitlement of the maternity benefit and medical bonus in respect of

the maternity leave that would be admissible to her under Sections 9 and 10 of the said Act as being improperly withheld by the Petitioner – Company.

18. The order dated 27.05.2024 passed by the Inspector under the provisions of the said Act appended at page No.31 takes into cognizance the effect of the provisions of Section 17 read with Sections 9 and 10 of the said Act in favour of Respondent No.1. Equally, the order of the Prescribed Authority in Appeal appended at page No.44 considers the aforesaid facts and applicability of the provisions of the said Act to Respondent No.1, after considering the same has passed a cogent order rejecting the Appeal of the Petitioner – Company.

19. In fact, the Prescribed Authority has come to the definite finding in the impugned judgment and order dated 17.03.2025 that it is only because the Petitioner – Company would not have to pay to Respondent No.1 the entire maternity benefit. Respondent No.1 was induced into giving her resignation resulting in she having been discharged from the Company one month thereafter.

20. In that view of the matter, payment of maternity benefit to Respondent No.1 alongwith medical bonus as determined by order dated 17.03.2025 cannot be faulted with. Maternity Benefit Act, 1961 being a beneficial legislation for the benefit of the woman employees is required to be considered appropriately in the facts of each case. In

the present case, admittedly well before the resignation of Respondent No.1 she had informed the Petitioner – Company about the same, but what led to she filing her resignation has been accepted by both, the Competent Authority and the Prescribed Authority as she having been induced to give her resignation on being informed that she would not be entitled to maternity benefit. Once Respondent No.1 had made her intention clear about availing maternity leave, there was no reason for her to resign unless the circumstances were such that she was made to resign.

21. In that view of the matter and the aforesaid observations and findings, both the orders passed by the Inspector dated 27.05.2024 and by the Prescribed Authority dated 17.03.2025 cannot be faulted with and require no interference by this Court. Both the orders are upheld.

22. Learned AGP is directed by this Court to apprise the concerned Inspector of this order within a period of one week from today.

23. Petitioner – Company is directed by this Court to make payment of the amounts to Respondent No.1 within a period of two weeks from today.

24. Copy of this order shall be informed and conveyed to Respondent No.1 by the Inspector, Maternity Benefit Act, 1961,

Government Labour Office, Pune.

25. In view of the above, Writ Petition is dismissed.

[MILIND N. JADHAV, J.]

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