

**IN THE COURT OF SH. PRITAM SINGH,
DISTRICT JUDGE (DJ-04) SOUTH EAST, DISTRICT COURTS,
SAKET, NEW DELHI**

**Civ DJ No.514/2021
CNR No. DLSE01-005785-2021**

Anand Kumar Singh

S/o Sh. Shiv Mohan Singh Chauhan,
R/o Flat No.I-1901, Trident Embassy,
Bisrakh, Near Yatharth Hospital, Sector-1,
Greater Noida West-201306 (UP).

..... Plaintiff

VERSUS

Tiger Logistics India Ltd.

Corporate office at:
804A-807, Skylark Building,
60-Nehru Place, New Delhi-110019.

Also at:

Registered office at:
D-174, Ground Floor, Okhla Industrial Area,
Phase-I, New Delhi-110020.

..... Defendant

Date of institution of the suit	:	29.07.2021
Date on which order was reserved	:	19.03.2026
Date of decision	:	10.04.2026

**SUIT FOR RECOVERY OF Rs.20,18,750/- ALONG WITH
INTEREST @ 18 % PENDENTE LITE AND FUTURE COST**

JUDGMENT

1. In brief, the facts of the case as stated in the plaint are that the plaintiff was appointed at the post of Deputy Manager

with defendants vide appointment letter dated 18.11.2014 and was subsequently promoted to the post of Manager. The last drawn salary of the plaintiff was Rs.1,62,500/- (Rs. One Lakh Sixty Two Thousand & Five Hundred Only) at the post of Manager Sales-commodities.

2. It is further stated that the defendant no.1 is a company incorporated under the Companies Act, 1956 and has been accredited as an ISO 9001:2008, that provides innovative supply chain solutions to its clientele across the world. The Company having their corporate office at 804A-807, Skylark Building, 60-Nehru Place, New Delhi-110019 and registered office at D-174, Ground Floor, Okhla Industrial Area, Phase-1, New Delhi-110020. The defendant no.2 is Chief Managing Director of the defendant no.1 company and is responsible for managing the day-to-day affairs of the defendant no.1 company.

3. It is further stated that despite serving the organization with utmost sincerity and commitment, the defendants started harassing the plaintiff in number of ways, one such method was by not paying him his lawful remuneration. The defendants were either making short payment of the legitimate salary and that too in three or four installments or completely withholding the salary. Coerced by the harassing conduct of the defendants, the plaintiff was constrained to put down his

papers and as such the plaintiff emailed the resignation to the defendants on 16.07.2020. As per the terms of the employment, the plaintiff was available to serve the notice period of three months while looking for another job.

4. It is further stated that in order to further harass the plaintiff, defendants accepted the resignation of the plaintiff only on 27.07.2020 further informing the plaintiff that his last working day would be 27.07.2020. The acceptance of resignation did not mention anything about any full and final settlement. Vide emails dated 22.09.2020 and 01.10.2020 the plaintiff specifically requested to the defendants to settle his full and final settlement and to address his concerns with regards to his gratuity but the defendants in order to harass him did not consider the request made by him.
5. It is further stated that when the plaintiff started pursuing his case of full & final settlement and payment of gratuity assertively with the defendants then as another way of harassment the defendants, vide email dated 21.10.2020 issued a demand note of Rs.2,41,791/- to the plaintiff for arranging the payment of outstanding dues from those clients so that the full and final settlement of plaintiff can be looked into. Upon receipt of the said email dated 21.10.2020, the plaintiff vide its reply dated 22.10.2020 has categorically explained the actual factual matrix with regards to various clients of the defen-

dants and have again pressed for its full & final settlement and payment of gratuity. The defendants instead of making the payment of legitimate dues of the plaintiff came forward with another revised claim of Rs.93,000/- towards one of their clients namely M/s A V Export vide email dated 10.12.2020. The revised claim mailed by the defendants manifestly shows that the explanation submitted by the plaintiff vide its reply dated 22.10.2020 holds the ground and the defendants are raising frivolous & concocted claims to usurp the legitimate dues of the plaintiff and harass him to limits.

6. It is further stated that again the plaintiff replied to the concocted claims of the defendant vide its reply dated 10.12.2020 wherein he has specifically mentioned that after the said client has submitted his ledger wherein no outstanding was reflected and the same was verified by the accounts departments of the defendants and only thereafter the Bill of Lading was issued to the said client by the defendants. The plaintiff also pressed for the payment of his legitimate dues.

7. It is further stated that the plaintiff has not been paid the salary in full for the month of March, 2020 to October, 2020 wherein the defendants have remitted the amounts and have illegally withheld the amount on account of salary. That the legitimate outstanding on account of plaintiff's short paid salary/unpaid salary and salary for notice period are as fol-

lows:-

S. No.	Unpaid Salary for the month of	Amount unpaid
1.	March, 2020	Rs.62,500/-
2.	April, 2020	Rs.81,250/-
3.	May, 2020	Rs.81,250/-
4.	June, 2020	Rs.1,62,500/-
5.	July, 2020	Rs.1,62,500/-
6.	August, 2020	Rs.1,62,500/-
7.	September, 2020	Rs.1,62,500/-
8.	October, 2020	Rs.81,250/-
9.	Total unpaid salary	Rs.9,56,250/-

8. It is further stated that apart from the unpaid salary, the defendants are withholding the payment of statutory due of gratuity earned by the plaintiff while working with the defendant company. The plaintiff has joined on 18.11.2014 and worked till 27.07.2020, excluding the notice period, as such the plaintiff is having the service tenure of around 5 years & 8 months and the plaintiff is lawfully entitled for gratuity of Rs.5,62,500/- (Rs. Five Lakhs Sixty Two Thousand & Five Hundred Only).

9. It is further stated that the defendants are liable to pay the dues of the plaintiff along with damages and penal interest at the rate of 18% p.a. till the actual payment from the date of dues actually accrued. Hence the instant suit was filed seeking

the following prayers:-

- I. To pass a decree for Rs. 9,56,250/- (Rs. Nine Lakhs, Fifty Six Thousand, Two Hundred and Fifty Only) on account of salary short paid/unpaid and salary for notice period in favor of the plaintiff and against the defendants;
 - II. To pass a decree for Rs. 5,62,500/- (Rs. Five Lakhs Sixty Two Thousand & Five Hundred Only) on account of gratuity in favour of the plaintiff and against the defendant;
 - III. To pass a decree for Rs. 5,00,000/- (Rs. Five Lakhs Only) on account of damages in favour of the plaintiff & against the defendant;
10. Joint written statement was filed on behalf of both the defendants. It is stated in the written statement that the written statement is being filed by the defendant through its authorized representative Sh. Harmeet Singh S/o Shri Didar Singh, Manager- Credit Control registered address at D-174 Ground Floor Okhla Industrial Area Phase 1 New Delhi 110020. He is duly authorized person on behalf of the defendant and is empowered vide a resolution dated 12.02.2021 passed by the Board of Directors of the defendant company, in his favour.
11. It is further stated that the plaintiff was employed in the office of defendant no.1 since 18.11.2014. However, the

plaintiff has breached the terms of his appointment letter dated 18.11.2014 by not fulfilling his obligations during his employment tenure and resigning from service without completing his assigned tasks and because of his irresponsible behaviour, the defendant company faced huge financial loss. It is further stated that the amount as claimed by the plaintiff in the present suit is baseless, meritless, misconceived and moonshine.

12. It is further stated that the plaintiff was appointed as Deputy Manager-Commodity Sales 18.11.2014, New Delhi branch of defendant nos.1 on 18.11.2014 at a monthly salary of Rs.1,37,499/- per month. The plaintiff had been continuously employed under defendant nos.1 since 18.11.2014. It is further stated that in order to help the employees of defendant no.1, including the plaintiff, defendant no.1 announced a survival package for all the employees vide email dated 27.05.2020. It is further stated that the offices and business of defendant no.1 were virtually shut from March 2020 to part of June 2020 due to pandemic of Corona Virus, however the defendant no.1, considering itself as a guardian of its employees, including the plaintiff, distributed the financial survival package for each employee. It is further stated that although the pandemic caused by COVID-19 had started to take its toll in the industry and business of defendant no.1 from the month

of March 2020, Defendant no.1, in order to protect its employees from any financial and economical difficulty and stress, paid the plaintiff fully as per his appointment terms for the number of days worked by the plaintiff. Despite the gratuitous, overarching and generous attitude of Defendant no.1 towards the Plaintiff, the Plaintiff tendered his resignation vide email dated 16.07.2020. The Defendant no. 1 accepted the resignation of the Plaintiff vide email dated 27.07.2020. It is further stated that Defendant no.1 had stated in express terms to the Plaintiff that the relieving letter of the Plaintiff shall be issued only after the outstanding amounts owed by the customers of Defendant no.1, which were handled and managed by the Plaintiff, are paid to Defendant no.1.

13. It is further stated that no amount is payable by Defendants as claimed by the Plaintiff in the present case since the Plaintiff has committed breach of the terms of his appointment letter dated 18.11.2014. All other averments made in the plaint were denied.
14. Replication was filed by the plaintiff to the written statement of defendants and reiterated and re-affirmed the stand taken by him and denying the contents of the written statement of the defendant.
15. It is important to mention here that the name of defendant no.2 was deleted from the array of defendants vide order

dated 19.01.2023 and thus, there is only one defendant i.e defendant company in the instant suit.

16. Following issues were framed on 12.07.2022 by the Ld. Predecessor of this court:-

- 1. Whether the plaintiff is entitled for recovery as prayed for and if so, at what rate and for what period?
OPP*
- 2. Relief.*

17. In order to prove his case, the plaintiff examined himself as PW1 and his evidence by way of affidavit Ex.PW1/A. He has reiterated and reaffirmed the stand taken by him in the plaint. Plaintiff relied upon the following documents:-

1. Copy of appointment letter 18.11.2014 as **Mark A.**
2. Print out of form 26AS supported by certificate U/s 65 B of Indian Evidence Act dated 15.07.2021 as **Ex.PW1/2.**
3. Print out of master dated of defendant company supported by certificate U/s 65 B of Indian Evidence Act dated 15.07.2021 as **Ex.PW1/3.**
4. Copy of promotion letter dated 30.03.2017 as **Mark B.**
5. Copy of bank statement of plaintiff as **Mark C.**
6. Printout of resignation of email dated 15.07.2020 as **Mark D.**
7. Copy of acceptance of resignation letter dated 27.07.2020 as **Mark E.**
8. Printout of email dated 27.07.2020 as **Mark F.**
9. Print out of email dated 22.09.2020 as **Mark G.**

10. Print out of email dated 01.10.2020 as **Mark H.**
 11. Print out of email dated 21.10.2020 as **Mark I.**
 12. Print out of email dated 22.10.2020 as **Mark J.**
 13. Print out of email dated 29.10.2020 as **Mark K.**
 14. Print out of email dated 06.11.2020 as **Mark L.**
 15. Print out of email dated 10.12.2020 as **Mark M.**
 16. Print out of email dated 10.12.2020 as **Mark N.**
 17. Print out of email dated 10.12.2020 as **Mark O.**
 18. Print out of email dated 23.02.2021 as **Mark P.**
 19. Demand letter dated 03.03.2021 as **Ex.PW1/19.**
 20. Demand letter dated 10.03.2021 as **Ex.PW1/20.**
 21. Print out of email dated 29.12.2021 as **Mark Q.**
 22. Print out of email dated 29.12.2021 as **Mark R.**
 23. Print out of email dated 11.01.2023 as **Mark S.**
 24. Copy of No dues certificate issued to SAAR enterprises dated 25.10.2021 as **Mark T.**
 25. Copy of ledger account of Crown Global Trading Pvt. Ltd. as **Mark U.**
18. The cross-examination of PW1 conducted on 27.09.2023 before Ld. Local Commissioner is as under:-
- “Q.Can you tell how many days you had attended the office of defendant in March, 2020?*
- A. 25 days (VOL. I worked for all working days).*
- Q. Do you have salary slip of March 2020?*

A. I do not have it (VOL I, received the salary of march 2020 in 2-3 installment).

Q. Did you ask for the salary slip of march 2020 or for any other month of your working from defendant company?

A. No, because salary slips were system generated. I have never asked the HR for salary slip because they were system generated.”

19. The cross-examination of PW1 conducted on 05.10.2023 before Ld. Local Commissioner is as under:-

“It is correct that Appointment letter dated 18.11.2014(mark A) bear my signature all the pages. It is correct that before signing I have read the same.

Q. You have mentioned reason for resignation in para 7 of your evidence (Ex. PW-1/A). I put it to you that why you did not mentioned the same reason in your resignation letter (mark-D) to the defendant company?

A. I, filed my resignation letter in general format. VOL. however I informed M.D. Sh. Harpreet Singh Malhotra about my reason of resignation.

Q. I put it to you that you have voluntary tendered resignation to the defendant company?

A. No it is not correct.

It is wrong to suggest that there was no coercion or harassing conduct of the defendant company which led to my resigna-

tion.

Q. Whether the defendant company was functioning during the period from March 2020 till the resignation?

A. Yes.

Q. How did you attend the office of defendant company from March 2020 till your resignation?

A. It was mostly work from home. I do not remember for how many days I physically joined the office.

Q. Have you received any E-mail with respect to employee survival package during lockdown from defendant company or from March 2020 or till your resignation?

A. I can not recall regarding the said E-mail.

(At this stage witness is confronted with the judicial record with the document filed with the WS of defendant which is now exhibited as Mark-V).

It is correct that I am the receiver of all the mails qua E-mail ID alltigers@tigerlogistics.in.

Q. Have you received any payment from employee survival package till today from the defendant company?

A. I got salary in parts and I can not recall.

Q. Can you tell that for many days you have worked with the defendant company in each month April 2020 till your resignation?

A. I worked for approximately 24 days in April 2020, 24-25

days May 2020, 24-25 in June 2020 and approximately.

Q. Have you filed any document regarding your working from March 2020 till your resignation?

A. No.

(At this stage witness is confronted with the judicial record with the document filed with the WS of defendant which is now exhibited as Mark-W colly 5 pages).

Q. I put it to you that you have received salary amount mentioned as per the heads mentioned in salary slip of the month February 2020 (Mark- W(page w-5))?

A. Yes the all details and heads mentioned in salary slip of the month February 2020 are correct, however I can not recall the amount I received in February 2020.

Q. I put it to you that have you received salary amount mentioned as per the heads mentioned in salary slip of the month March 2020 (Mark- W(page w-4))?

A. I received the amount mentioned in salary slip of March 2020, but the number of working days mentioned in the same are not correct.

Q. I put it to you that have you received salary amount mentioned as per the heads mentioned in salary slip of the month April 2020 (Mark- W(page w-3))?

A. I can not recall whether the amount is correct or not and but the number of working days mentioned in the same are

not correct. I can not recall whether I received the mentioned amount or not. (VOL. this salary slip of May 2020 seems manipulated by defendant company.

Q. I put it to you that have you received salary amount mentioned as per the heads mentioned in salary slip of the month May 2020 (Mark- W (page w-2))?

A. I can not recall whether the amount is correct or not and but the number of working days mentioned in the same are not correct. I can not recall whether I received the mentioned amount or not. (VOL. this salary slip of May 2020 seems manipulated by defendant company.

Q. I put it to you that have you received salary amount mentioned as per the heads mentioned in salary slip of the month June 2020 (Mark- W (page w-1))?

A. I can not recall whether the amount is correct or not and but the number of working days mentioned in the same are not correct. I can not recall whether I received the mentioned amount or not. (VOL. this salary slip of June 2020 seems manipulated by defendant company.

Q. Have you ever raised any concern/objection to HR of defendant company regarding the salary received by you from March 2020 till your resignation?

A. I raised the concern /objection to HR several times, telephonically.

Q. Have you ever raised any concern/objection in writing or through E-mail to HR of defendant company regarding the salary received by you from March 2020 till your resignation?

A. I can not recall.

It is wrong to suggest that the defendant company had paid you complete salary according to my number of days of working from March 2020 to till your resignation.

It is wrong to suggest that I have never raised any concerned /objection in writing or orally as I was receiving the complete salary according to my number of days of working from March 2020 to till your resignation.”

20. The cross-examination of PW1 conducted on 11.10.2023 before Ld. Local Commissioner is as under:-

“Q. You are referring terms and condition for serving the notice period of three months in para 7 of your evidence, I put it to you where this term and condition mentioned in your appointment letter dated 18.11.2014 (Mark A)?

A. It is mentioned in clause 9 sub clause (a) and (b).

Q. I put it to you that you are not covered in sub clause (a) and (b) of clause 9 but you are covered in sub clause C of clause 9 of your appointment letter dated 18.11.2014. What do you have to say?

A. I do not agree with this.

It is wrong to suggest that I willfully reigned from my job

vide resignation E-mail dated 15.07.2020 (Mark-D).

It is wrong to suggest that the defendant can relive me from such date as it may deem fit even before the expiry of notice period, if the termination of service is initiated by me.

It is correct that I received the payment from the defendant company mentioned in my bank statement (Mark-C) at serial no. 61,71, 75, 81, 86, 88, 89,92.

Q. I put it to you that the amount transfer to your account which is reflected at serial no. 61,71, 75, 81, 86, 88, 89, 92 was as per the survival package given by the defendant company. What do you have to say?

A. It is incorrect.

It is correct that I was monitoring and looking after the work of the clients of defendant company namely A.V. Export, CROWN GLOBAL TRADING PVT, RAMESH KUMAR &COMPANY AND SAAR ENTERPRISES.

Q. Can you tell that how much outstanding was lying on above mentioned clients A.V. Export, CROWN GLOBAL TRADING PVT, RAMESH KUMAR &COMPANY AND SAAR ENTERPRISES till the time of your resignation?

A. No outstanding was due.

It is wrong to suggest that I have received the complete salary of March 2020.

It is wrong to suggest that I have received the salary as per the

survival package announced by defendant company from April 2020 to June 2020.

It is wrong to suggest that I have not worked in the month of July 2020 and I am not eligible for any salary for the month of July 2020.

It is wrong to suggest that as per the appointment letter clause 9, sub clause c, the termination of service was initiated by me, the defendant company was at desecration to relieve me from such date as it may deem fit even before expiration of notice period and I am not eligible for the salary of the month of August, September and October 2020.

Q. I put it to you that you have mentioned the false details of outstanding towards defendant company in para 19 of your evidence by way of affidavit as the defendant company had already made payment against your dues of the entire period you have worked with the defendant company. What do you have to say?

A. The claim which I have made in para 19 of the evidence is true.

It is wrong to suggest that I am deposing falsely.”

21. In order to prove its case, the defendant company examined its AR Sh. Harmeet Singh as DW1 and his evidence by way of affidavit Ex.DW1/A. DW1 has reiterated and reaffirmed the stand taken by defendant company in the written

statement. Defendant relied upon the following documents:-

1. Copy of authorization letter dated 12.02.2021 as Ex.DW1/1.
2. Copy of appointment letter of plaintiff dated 18.11.2014 as Ex.DW1/2.
3. Copy of resignation letter of plaintiff dated 27.07.2020 as Ex.DW1/3.
4. Copy of email dated 27.05.2020 as Ex.DW1/4 (Colly, 2 pages) (already Mark V in the evidence of PW1).
5. Salary slip from February, 2020 to June, 2020 as Ex.DW1/5 (Colly, 5 pages) (already Mark W in the evidence of PW1).
6. Copy of letter dated 03.02.2021 for intimation of outstanding amount against the plaintiff as Ex.DW1/6.
7. Copy of letter dated 03.03.2021 for intimation of outstanding amount against the plaintiff as Ex.DW1/7.
8. Copy of application for gratuity by the plaintiff dated 01.03.2021 as Ex.DW1/8.
9. Reply of defendant dated 10.03.2021 of application for gratuity by the plaintiff as Ex.DW1/9 (Colly, 3 pages).
10. Reminder letter to plaintiff as Ex.DW1/10.
11. Application dated 27.08.2021 for gratuity by the plaintiff as Ex.DW1/11 (Colly, 2 pages).
12. E-mail dated 21.10.2020 by the defendant for clearing the

outstanding amount against the plaintiff as Ex.DW1/12.

22. The cross-examination of DW1 conducted on 23.07.2024 before Ld. Local Commissioner is as under:-

“My full name is Harmeet Singh, I am working in the Defendant Company as Credit Control Manager.”

23. The cross-examination of DW1 conducted on 30.07.2024 before Ld. Local Commissioner is as under:-

“As a credit control manager I look into the follow ups on outstanding with sales persons and clients. I also look into disputes and legal matters. Plaintiff joined the defendant company in 2014 and worked till 2020. Plaintiff used to look after commodities sales. Commodities means rice, grains, wheat and any other FMCG products. Plaintiff used to tie up with exporters and shipping lines to bring business from them. The nature of business of defendant company is Logistics. In Logistics specifically facilitate the exporters and importers. We also provide custom clearance. We do not fall under essential services. The work performance of plaintiff during his work tenure of 6 years was satisfactory.

Q. Was there any dereliction of duties by the plaintiff during his tenure of working.

Ans. Yes, 2-3 time there were some issues, in 2018 and 2020, Plaintiff was not transparent with the terms decided with client to the company. He kept hiding facts. The clients name

is Crown Global. Dealing with said client, the plaintiff did not share actual rates with the company, which became the issue at the time of settlement of dues with the client by the defendant company. This client was introduced by the plaintiff to the defendant company.

The invoice was raised by defendant company to the aforesaid client. The payment was credited into the account of defendant company. This particular client has outstanding of Rs. 1,17,000/- till date. We have filed the mails and notices sent to plaintiff with respect to the outstanding.

Q. Did you file specifically any invoices, ledger or payment proof with respect to the said outstanding?

Ans. NO (VOL. We have sent the invoices, ledger and payment proof to plaintiff on e-mail)

It is wrong to suggest that we have wrongly sent invoices, ledger and payment proof to plaintiff, as he has no role in that because payment is made directly to the defendant company by the client.

We had followed up with the client with respect to aforesaid payment. We have not filed any legal proceedings against the client to recover aforesaid outstanding payment.

It is wrong to suggest that we have not filed any legal proceedings as there is no such outstanding.

There are three more clients in respect of whom there are

pending outstanding, namely, A V Exports, Saar Exports and Ramesh and Company. The total outstanding against these three clients is approx. Rs. 2 Lac. We have not initiated any legal proceedings against above mentioned client to recover said Rs. 2 Lac.

It is wrong to suggest that we have not filed any legal proceedings as there is no such outstanding.

The said outstanding belong to the period of billing cycle of 2019-2020. I do not know whether we have filed any ledger and invoices pertaining to aforesaid outstanding in the court.

Q. I put to you that the document exhibit as Mark U (ledger of Crown Global filed by plaintiff shows no outstanding. What do you have to say?

Ans. This document is of the client and it is forged and fabricated by him as per his convenience.

I am denying the entries mentioned in document exhibit as Mark U from dated 12.03.2020 to 15.06.2020.

We have not placed bank statement of defendant company with respect to the amount as mentioned in the entries dated 12.03.2020 to 15.06.2020 mentioned in document exhibit as Mark U. (VOL. The payments done by the Crown Global must be credited in our bank account, however, some invoices raised by the defendant company are not mentioned in document exhibit as Mark U).

Q. Can you tell that which invoices are not mentioned in document exhibit as Mark U?

Ans. I can tell it only after the reconciliation.

Q. Can you bring the Bank Statement of Defendant Company from 12.03.2020 to 15.06.2020 and the invoices which are not mentioned in document exhibit as Mark U)?

Ans. Yes

We have already done the reconciliation. I am partly admitting the eateries mentioned in document exhibit as Mark U for credit of amount in our bank account.”

24. The cross-examination of DW1 conducted on 08.08.2024 before Ld. Local Commissioner is as under:-

“I have brought Bank Statement of our account maintained in Kotak Mahindra Bank from March 2020 to June 2020, Summary of payments made to Defendant company by Crown Plaza and Ledger of Crown Global maintained in Defendant company. All documents are exhibit as Ex.DW-1/13 (colly 8 pages), Ex.DW-1/14 and Ex.DW-1/15 (colly 3 pages), respectively.

Q. In Ex. DW-1/15, what are entries in respect of which Crown Global Trading Pvt. Ltd has not made the payment to Defendant Company?

Ans. It needs reconciliation of the ledgers of both the companies.

Q. Whether reconciliation with respect to the Crown Global has been done till date or not?

Ans. No. Crown Global has not share its ledger with the Defendant company.

Q. If the reconciliation is not done till date, then how are you claiming outstanding dues from Crown Global?

Ans. We match the invoices raised by defendant company and the payment made by the Crown Global to defendant Company.

Q. Is there any such invoice filed on record with respect to whom the payment is not been made by Crown Global?

Ans. No. (VOL. We do not know that in respect of which invoices payment have ben made because the ledger has not been shared with defendant company, rather it is shared with plaintiff.)

Q. Have you ever demanded the ledger from Crown Global for reconciliation of account?

Ans. Yes

Q. Through which mode you have raised such demand?

Ans. Through phone and through plaintiff.

Q. Did you sent any email directly to Crown Global to ask them to give their ledger?

Ans. I am not sure.

Q. Apart from this Crown Global, are there any other clients

of the Defendant company which were being handled by the plaintiff while in service and in respect of which there are outstanding dues pending. If, so, then can you tell the names of clients and their respective outstanding amounts?

Ans. 1. A V Exports - outstanding amount of Rs. 90,000/-.

2. SAAR Enterprises outstanding amount of Rs. 75,000/-.
(VOL. From BAAR Enterprises, our credit team has recovered Rs. 50,000/-)

3. Ramesh & Co. - outstanding amount of Rs. 25,000/-.

It is correct that email dated 21.10.2020 (Mark-I) was sent by defendant company to the plaintiff for demanding the recovery of outstanding amount.

It is also correct that email dated 10.12.2020 (Mark-N) was sent by defendant company to the plaintiff for demanding the recovery of outstanding amount.

Q. Email dated 21.10.2020, speaks about 6 clients in respect of which the outstanding was claimed but the email dated 10.12.2020 talks about only 1 client namely A. V. Exports in respect of which the outstanding was mentioned. So does the outstanding amount of other clients mentioned in email dated 21.10.2020 was recovered by then or not?

Ans. Outstanding amount was not recovered.

Q. Why the names were not mentioned in subsequent mail dated 10.12.2020?

Ans. I do not know. (VOL there might be separate mails sent for each client and also follow up done through postal letters for outstanding, sent to plaintiff.

As per letter dated 03.02.2021 (DW-1/6) the final outstanding was Rs. 3,11,810/- in respect of A V Export, Crown Global, Ramesh Kumar & Co. and Saar Enterprises. The outstanding dues of other clients either have been recovered or written off. It is wrong to suggest that the difference in the outstanding amount as mentioned in email dated 21.10.2020, 10.12.2020 and letter dated 03.02.2021 is there because there is no such outstanding and the same has been raised just to withhold the dues of plaintiff.

It is wrong to suggest that the difference in the outstanding amount is there because reconciliation of accounts has never been done.

Q. Between the time of resignation dated 16.07.2020 (Mark -D) and the resignation acceptance letter dated 27.07.2020 (DW-1/3), have you asked the plaintiff to recover the alleged outstanding amount. If so, then how?

Ans. Yes. We have asked the plaintiff verbally.

Q As per document DW-1/3 it was stated that relieving will be subject to settlement of his dues and final clearance from all departments. If there are any dues, then why you relieved the plaintiff prior to realization of alleged dues?

Ans. Because plaintiff assured that he will clear all outstanding pertaining to him.

Q. How such assurance was given by the plaintiff?

Ans. Verbally.

It is wrong to suggest that plaintiff was relieved prior to realization of dues to avoid the payment of notice period.

Q. From March 2020 to June 2020, were your company was operational or not?

Ans. Not operational.

Q. In your Written Statement you have mentioned about the survival package. Which document have you filed in respect of survival package?

A. It is email dated 27.05.2020 (Ex.DW-1/4).

Q. As the heading of the email dated 27.05.2020 (Ex.DW-1/4) reads as Survival Package for April month, so up to when this survival package continues?

A. Till the time the company was non operational. (VOL. there was another email prior to email dated 27.05.2020.

Q. Till when the the company remained non operational?

Ans. Till July 2020.

Q. As per the email dated 27.05.2020, it was stated that survival package is only for the month of April and it is further stated that everyone will be compensated, once business gets better. So how you are saying that the said survival package

continued beyond April 2020?

A. Because the company was non operational.

Q. Did you file any document with respect to show that company was non operational from April 2020 to July 2020?

A. It was COVID-19 pandemic and everything was closed as per Government guidelines.

Q. Have you sent any other email apart from email dated 27.05.2020 to extend the continuity of survival package beyond April 2020?

A. I do not know.

Q. How many employees were compensated as per the assurance given by you in email dated 27.05.2020?

A. I do not know. This question is related to HR department of the company.

Q. It implies that you are not aware with all the facts related to this case?

A. It is wrong and I am very well aware.

Q. The defendant company is into which business?

A. We are into Logistics.

Q. Does the Logistics Sector falls under the essentials service category?

A. I do not know.

(At this stage the Counsel of plaintiff wish to produce letter dated 01.06.2020, which is not the part of court record. The

counsel of defendant objected to the same.)

Therefore the cross examination is deferred for the purpose of plaintiff seeking court permission to file said document on record under relevant provision.

25. The cross-examination of DW1 conducted on 05.04.2025 before Ld. Local Commissioner is as under:-

“Q. In normal course of your business activity, do you reply to the e-mails of your employees and within how much time?”

A. Yes, We do reply, within 24 hours.

Q. Plaintiff has sent e-mail dated 22.09.2020, 01.10.2020, 29.10.2020, 06.11.2020 and 10.12.2020, so when did you reply to theses e-mails?

A. I have no idea.

Q. As you stated in your Written Statement (para 7 of preliminary objections and submissions) that your business income and functioning was severally impacted, so have you filed any supporting document in this respect?

A. No.

Q. As you stated in your cross examination dated 05.08.2024 that you were not operational in COVID-19, so have you filed any supporting documents regarding that?

A. NO. (VOL. As per Government Regulations of COVID-19, Everything was closed from March 2020 to June 2020.

[At this state the witness is confronted with the document i.e. letter dated 01.06.2020 issued by Defendant Company (Mark V)]

Q. When everything was closed from March 2020 to June 2020, then why letter dated 01.06.2020 (Mark V) was issued ?

A. I have no idea.

Q. Do you confirm the genuineness of said document (Mark V)?

A. No idea.

Q. How, you communicated the survival package to the plaintiff?

A. It was done by HR department. (VOL. perhaps it was done through e-mail).

Q. Does the employment agreement provides any clause pertaining to survival package?

A. No.

Q. Was there any eligibility criteria for survival package?

A. No.

Q. How you computed the amount which is to be disbursed under the survival package?

A. On the basis of last salary drawn.

Q. In normal course of business, how the employees communicate with other colleagues and higher management for offi-

cial work and how they do their reporting to management?

A. Through e-mails and normal telephonic calls.

Q. The domain used for e-mails is of g-mail or on your own server.

A. It our own server.

Q. Who is managing and controlling your server?

A. IT department.

Q. The survival package as communicated vide e-mail dated 27.05.2020 states that employees will be compensated once business gets better. As per this, how many employees were compensated?

A. I have no idea.

Q. During COVID-19 period, does any of your employees worked from home?

A. NO

Q. During COVID-19, did you not assign any work to the plaintiff?

A. NO

Q. Apart from the COVID-19 period and during the entire tenure of plaintiff's employment is there any instance where he disobeyed or defied the directions or work given by the management?

A. YES.

Q. Can you elaborate that?

A. Plaintiff's has quoted different selling rates to the management and different selling rates to the customers. He offered more discount for the recovery then prescribed by management. Also he gave benefits to the client's employees as to offer more rewards then the prescribed limit by the management, to generate more sales orders.

Q. Who was raising invoices to the customers of defendant companies?

A. The billing department raises invoice.

Q. The billing department pertains to whom?

A. The defendant company.

Q. Upon the issuance of the invoice, the customer is making the payment of such invoice amount in whose account?

A. In the account of the defendant's company.

Q. Did the plaintiff was diligent in discharging of his duties?

A. NO

Q. Then why did you issue the document i.e. promotion letter dated 30.03.2017 (Mark B) to the plaintiff?

A. The said letter was issued because till 2017, plaintiff was offering services as per the defendant's company's standards.

Q. Have you done any correspondence with the plaintiff after 2017 till his resignation with regards to his performance in the given duties by the company.

A. The senior management was taking monthly meetings with

the plaintiff.

Q. Have you filed any proof with regards to aforesaid meetings, wherein plaintiff was asked to improve his performance?

A. NO. (VOL. Those were confidential meetings.)

Q. As per para 4 of Preliminary submissions of your Written Statements, you stated that plaintiff has breach the terms of appointment letter dated 18.11.2014. What are the terms of said appointment letter, which have been breached?

A. The terms are 1) Three months notice period was not served by the plaintiff. 2) Plaintiff not completed the assign task before resigning?

Q. Have you asked the plaintiff to serve the notice period?

A. YES.

Q. Vide which document, you have asked the plaintiff to serve the notice period?

A. It was asked through verbal discussions and meetings between HR department, Senior management and plaintiff.

Q. What were the assigned tasks which were not completed by the plaintiff?

A. Recovery and bookings orders were not completed.

Q. Aforesaid recovery and bookings pertains to which period?

A. Pertains to the year 2019-2020.

(At this state the witness is confronted with the document i.e.

resignation e-mail of plaintiff dated 16.07.2020 (Mark D)]

Q. In this documents the plaintiff is specifically states that he make himself available to train a replacement for his duties. So did you ask the plaintiff to train any designated replacement official?

A. NO

Q. While in the employment of the defendant company, did the plaintiff work on his own by creating conflict of interest with the defendant company?

A. I have no idea.

Q. What is the standard procedure of relieving an employee after the acceptance of his resignation?

A. The no dues certificates with regards to that employee is taken from different departments like IT, Accounts, Finance, HR and Senior management, Handling over of companies assets by the employee like laptop, sim card, phone etc. to the company and training of replacement by the employee, if required. Thereafter the employee shall be relieved.

Q. Did the plaintiff fail to hand over the assets of the defendant company?

A. NO

Q. You have raised the question of unpaid outstanding for the first time when plaintiff raised his claims for his dues of salary and gratuity, so why you have not raised your outstand-

ing claims prior to that?

A. It is false. Plaintiff had been enquired about his dues every week and statement of outstanding dues has been sent to employees/sales persons including plaintiff, every week till COVID-19, through e-mail.

Q. Have you filed aforesaid statement on court records?

A. NO.

Q. You have accepted the resignation of the plaintiff vide e-mail dated 27.07.2020 (Mark E), but while doing so, why you did not ask the plaintiff to comply with the clause number 12 (G) of your appointment letter dated 18.11.2014 (Mark A)

A. It is incorrect. We had asked plaintiff to comply through different e-mails.

Q. Clause 12 (G) states about "initiation of legal action by the defendant company against the plaintiff for recovery of outstanding amount". So as per said clause, what action you have taken till date against the plaintiff?

A. We have not taken any legal action but we had pursued the case of outstanding dues through e-mails to the plaintiff, customers and existing customers also.”

26. The cross-examination of DW1 conducted on 02.07.2025 before Ld. Local Commissioner is as under:-

“Q. Have you placed the emails on records in which you have asked the plaintiff to comply on the outstanding recoveries, as

stated in your evidence dated 05.04.2025?

A. I am not sure. (VOL. We have sent letters through post)

Q. How much time do you take to compute the dues of any outgoing employee?

A. There is no specific time frame for this.

Q. Have you computed the dues of the plaintiff, if any?

A. I do not know as it pertains to the HR department.

Q. Have you ever notified to the plaintiff about his dues?

A. I have no idea.

Q. On the date of the filing of the Evidence by way of affidavit (Ex. DW-1/A), whether you have re assessed the dues of the clients, which were handled by plaintiff?

A. YES

Q. Can you please point out that where this re assessment is mentioned in your Evidence by way of affidavit (Ex. DW-1/A)?

A. It is mentioned in para 8 of (Ex. DW-1/A).

Q. Have you received any outstanding dues from your clients from the date of filing of the present suit till the date of the execution of the evidence (Ex. DW-1/A)?

A. NO.”

27. The cross-examination of DW1 conducted on 07.07.2025 before Ld. Local Commissioner is as under:-

“Q. What kind of work Defendant Company does?

A. We are into Freight Forwarding and Logistics business.

Q. Can you please explain the term freight forwarding?

A. Its getting the best freight rates from the lines for shippers and consignees.

Q. Do Defendant company also deal with the cargo and issuance of bill of lading documents?

A. YES.

Q. Does the clients of the Defendant company ever raised any issue of quality of service?

A. Yes, it is a part of the business.

Q. Whether the defendant company ever holds the BL (Bill of Lading) of clients upon the issue of pending payments?

A. Yes, Based upon the consent of the sales person.

Q. How the consent the sales person has been recorded?

A. It's a verbal consent only.

Q. Is the consent given to defendant company or to the clients?

A. It is given to defendant company.

Q. Have you ever made and shared the computation of deductions as per clause 7 of the appointment letter (Ex.DW-1/2) qua the plaintiff?

A. It comes under the purview of HR department.

Q. The defendant company have issued three letters / emails dated 21.10.2020 (Ex.DW-1/12), 10.12.2020 (Mark O, filed

by plaintiff) and 03.02.2021 (Ex.DW-1/6) to the plaintiff with respect to the outstanding amount of the clients. In all above three mails the outstanding amount is different, why is it so?

A. The amount specified is as per the client's dues as on date. The email dated 03.02.2021 (Ex.DW-1/6) is the comprehensive amount for all the clients.

Q. Are you issuing any invoices to the clients against the services rendered by the defendant company?

A. YES.

Q. Have you filed on record the invoices against which the outstanding are still existing?

A. I am not able to recall.

(At this stage the witness is shown the judicial file.)

Q. You have stated in para 11 (from point A to A1) in your Written Statement, that the plaintiff has breached the terms of appointment letter (Ex. DW-1/2), can you please specify the terms of the appointment letter which have been breached by the plaintiff?

A. The terms of appointment letter (Ex. DW-1/2) breached by plaintiff are mentioned in Clause no. 12 g and 11 c.

Q. Does the defendant company asked the plaintiff to serve the notice period through any written communication?

A. I am not able to recall.

Q. Have you taken any legal action against the plaintiff and

the clients for the recovery of outstanding amount as per clause 12 g of appointment letter (Ex. DW-1/2).

A. NO

(At this stage the witness is shown the judicial file to refer para 9 (parawise reply to the plaint) of WS.)

Q. In aforesaid para it is mention that the dues of the plaintiff will be cleared upon the clearance of the outstanding dues of the defendant company. But there is no computation of the outstanding dues of the defendant company in the entire WS. Why is it so?

A. It is mentioned separately in the emails and letters issued to the plaintiff.

Q. As on date what is the amount of outstanding dues with regards to the clients of the defendant company due to which the Full and final settlement process of the plaintiff was not done.

A. Approximately 2.5 lac.

(At this stage the witness is shown the judicial file to refer para 4 (preliminary objections in plaint) of WS.)

Q. In para 4 you have stated that the defendant company has suffered huge loss due to the behaviour of the plaintiff. Have you places on records the quantification and computation of such losses?

A. NO.

Q. During the course of an employment when do defendant comp-any issue salary slip to any employee?

A. After the remittance of the salary. (VOL. Exception during COVID-19 period)

Q. How the salary slip is handed over to an employee?

A. It is done by the HR department.

Q. You are also an employee of the defendant company so how you are getting your salary slip and in which mode?

A. I am getting my salary slip on email by the HR department.

Q. What are the heads which are mentioned in the salary slip?

A. Basic Salary, HRA, Other allowances etc.

Q. Is it possible that any event/head which has not taken place find its mention in the salary slip?

A. I am not sure.

(At this stage the witness is shown the judicial file to refer to Ex.PW-1/24)

Q. Do you identify the document?

A. It is no dues certificate issued to one of the client of defendant company handled by the plaintiff.

Q. Why you have not raised the issue of outstanding dues prior to the resignation rendered by the plaintiff?

A. We had been regularly raising the issue of dues to the plaintiff as per the SOP of the defendant company.

Q. Have you placed on record any such document?

A. NO

Q. Does the document dated Ex.DW-1/2 has any force majeure clause?

A. I am not sure.

It is wrong the suggest that you have raised the outstanding dues of your clients just to withhold the legitimate dues of the plaintiff and to deny him the Full and final settlement.

It is wrong to suggest that I am deposing falsely.”

ARGUMENTS

28. Ld. Counsel for plaintiff states that defendant did not give the full salary for the month of March, April, May and June, 2020 to the plaintiff, therefore, the plaintiff has no other option except to send his resignation vide email dated 16.07.2020 to the defendant company and he specifically stated in the email that he was available to complete the projects and to train the replacement but the defendant never asked the plaintiff to serve the notice period or to train any replacement, therefore, the plaintiff is entitled to claim salary of three months notice period from defendant company i.e. for the month of August, September and October, 2020.

29. Ld. Counsel for plaintiff further states that defendant company accepted the resignation of the plaintiff on 27.07.2020 but failed to clear the accounts of the plaintiff

despite the requests and written reminders sent to the defendant by the plaintiff. Ld. Counsel for plaintiff further states that the defendant company first time raised the story of outstanding dues of its clients which were handled by the plaintiff vide its email dated 21.10.2020 Mark I stating that Rs.2,41,791/- is due against the clients. The plaintiff replied the said email vide reply dated 22.10.2020 Mark J and cleared the status of each of the clients as mentioned in the email dated 21.10.2020. Ld. Counsel for plaintiff further states that the defendant company sent another email to the plaintiff on 10.12.2020 stating the revised claim of outstanding of Rs.93,000/- only in respect of one of the clients and from this it is established that the defendant company had accepted the explanation given by the plaintiff in its reply dated 22.10.2020. The plaintiff has also replied vide email dated 10.12.2020 and thereafter, the defendant raised another revised demand of Rs.3,11,810/- as outstanding vide email dated 23.02.2021 (Mark P). Ld. Counsel for plaintiff further states that the defendant has raised three demand notices upon the plaintiff stating three different amounts of outstanding and it shows the malafide on the part of the defendant company as they want to harass the plaintiff on false pretext.

30. Ld. Counsel for plaintiff further states that the defendant itself issues no due certificate Mark T to their

client, namely, M/s SAAR Enterprises against whom it was claiming outstanding from the plaintiff. M/s Crown Global Trading Pvt. Ltd. whose name is mentioned in the demand notice dated 23.02.2021 but the ledger balance qua the said client shows as Nil and as such no due is outstanding against M/s Crown Global Trading Pvt. Ltd. Ld. Counsel for plaintiff further states that the defendant company has not raised a single invoice against the clients in respect of alleged outstanding dues as alleged in the written statement.

31. Ld. Counsel for plaintiff further states that the defendant took the plea that it was not working during Covid-19 Pandemic, however, the ledger numbers and the details of remittance in account statement shows that the defendant was working in Covid-19 period and DW1 stated that payments are made only after receiving invoices so if the payments are made in Covid-19 period then it manifests that invoices must have also been raised in that period.

32. Ld. Counsel for plaintiff further states that as per the ledger statement of the defendant Ex.DW1/14, it was working during lockdown and from this it is implied that the defendant is providing essential services, therefore, working in the Covid lockdown period. Ld. Counsel for plaintiff further states that as per the Order no.40-3/2020-DM-I(A) dated 15.04.2020 issued by Ministry of Home Affairs, Government

of India, the sectors which were allowed to remain operational in Covid lockdown have been provided and logistic sector is one of sectors that was remained operational during Covid lockdown. Ld. Counsel for plaintiff further states that plaintiff was called for work for the entire month of June, 2020 by the defendant. Ld. Counsel for plaintiff further states that the plaintiff is entitled for his full salary for the month of March, 2020 to October, 2020 and payment of gratuity along with interest therefore, the suit of the plaintiff may kindly be decreed. Ld. Counsel for the plaintiff relied upon the following rulings:-

I. D.V Kapoor Vs. Union of India & Ors. (1990) 4 SCC 314.

II. Bhagwan Shukla Vs. UOI & Ors. (1994) 6 SCC 154.

III. Jaswant Singh Gill Vs. Bharat Coking Coal Ltd. & Ors. (2007) 1 SCC 663.

IV. State of Jharkhand & Ors. Vs. Jitendra Kumar Srivastava & Anr. (2013) 12 SCC 210.

V. Mukund K. Pai & Ors. Vs. Punjab National Bank & Ors. 2025 SCC OnLine SCC 2345.

33. Ld. Counsel for defendant states that the plaintiff has willfully and deliberately breached the terms and conditions of his Appointment Letter dated 18.11.2014 by failing to discharge his contractual and fiduciary obligations during the

subsistence of his employment and by resigning from service without completing his assigned responsibilities, thereby causing substantial financial loss to the defendant company. Ld. Counsel for the defendant further states that despite the clear and binding contractual stipulation, the plaintiff failed to ensure recovery of outstanding dues from his customers and resigned from service in complete violation of the agreed terms. Ld. Counsel for the defendant further states that the plaintiff's customers failed to clear the outstanding amounts, resulting in huge financial losses to the defendant company, for which the plaintiff is solely responsible and liable under the terms of the Appointment Letter.

34. Ld. Counsel for the defendant further states that the plaintiff, despite being fully aware of the fact that the defendant company's major clientele belongs to the automobile and allied service sectors, and that the Defendant is not primarily engaged in handling essential commodities, is deliberately attempting to mislead this court by raising a false and baseless plea. Ld. Counsel for the defendant further states that the plaintiff has failed to place on record any document whatsoever to substantiate the claim that the defendant was engaged in customs clearance or handling of export-import bound commodities, particularly those claimed to be essential commodities.

35. Ld. Counsel for the defendant further states that in March 2020 due to the outbreak of Covid-19, the business of the defendant and the logistics industry came to standstill owing to nationwide lockdown imposed by the Govt. of India however, the defendant mindful of the financial stress being faced owing to pandemic announced a survival package for all the employees vide email dated 27.05.2020. Ld. Counsel for the defendant further states that the plaintiff's reliance on government notifications permitting logistics operations during the COVID-19 pandemic is wholly misconceived. The Hon'ble Delhi High Court in *Ficus Pax Pvt. Ltd. v. Union of India* (2020 SCC OnLine Del 935) and the Hon'ble Supreme Court in *Hond Tools Manufacturers Association v. Union of India* (2020) 12 SCC 63 have recognized that such notifications neither mandated full operations nor imposed unconditional wage obligations, especially where business activities were severely disrupted. Ld. Counsel for the defendant further states that the plaintiff voluntarily accepted the financial survival package introduced by the Defendant Company and received 50% of his salary during the COVID-19 lockdown period. The plaintiff's unconditional and unequivocal acceptance, followed by receipt of monetary benefits thereunder, constitutes a valid and binding agreement between the parties with respect to the working arrangements

and financial settlement during the lockdown period.

36. Ld. Counsel for the defendant further states that at no point during his employment tenure did the plaintiff raise any grievance, objection, or dispute regarding non-payment of salary for the COVID-19 period. Even after leaving the organization, the plaintiff never addressed any email, letter, or communication seeking payment of any alleged remaining salary for the COVID-19 period. This conduct clearly demonstrates that the plaintiff was fully satisfied with the survival package and the payments received thereunder. Ld. Counsel for the defendant further states that the plaintiff had himself sent emails seeking full and final settlement of dues, which were specifically limited to the survival package amounts for the months of June 2020 and July 2020, thereby unequivocally accepting the said arrangement. Ld. Counsel for the defendant further states that in the Form-1, the plaintiff claimed a gratuity amount of Rs.4,68,750/-, and has contradictorily enhanced the same to Rs.5,62,500/- in the present petition, without any legal basis, calculation, or statutory justification. Ld. Counsel for the defendant further states that the actual gratuity amount legally payable, strictly calculated in accordance with the Payment of Gratuity Act and rules, is Rs.2,81,250/- only. Ld. Counsel for the defendant further states that the survival package amount for June 2020

and July 2020, being Rs.32,500/- and Rs.35,500/- respectively, were kept ready for payment by the defendant, subject to adjustment/recovery of outstanding amounts due from the plaintiff's customers, for which the plaintiff was contractually responsible.

37. Ld. Counsel for the defendant further states that during his cross-examination dated 05.10.2023 the Plaintiff categorically and unequivocally admitted that he had received the email issued by the defendant company with respect to the employee survival package during the lockdown period. This admission completely demolishes and nullifies the plaintiff's plea that he was either not informed of the survival package arrangement or that he was entitled to full salary despite not discharging his contractual duties. Ld. Counsel for the defendant further states that suit of the plaintiff may kindly be dismissed. Ld. Counsel for defendant relied upon the following rulings:-

- I. Union of India & Ors. Vs. M. Murugesan Etc. passed by Hon'ble Supreme Court of India in Civil Appeal nos.2491-2492 of 2021; decided on 07.10.2021.
- II. Narayan Govind Gavate Etc vs. State of Maharashtra 1977 AIR 183.
- III. Rangammal vs. Kuppuswami & Anr. passed by Hon'ble Supreme Court of India in Civil Appeal

No.562 of 2003; decided on 13.05.2011.

38. Arguments heard. Record perused and considered.

39. The findings on the issues are as under:-

ISSUE NO.1.

1. Whether the the plaintiff is entitled for recovery as prayed for and if so, at what rate and for what period?OPP

40. The burden to prove this issue was on the plaintiff. The plaintiff is seeking the recovery of unpaid part of salary for the month of March, April, May, 2020 and full unpaid salary for the month of June, July, August and September, 2020 and 15 days salary for the month of October, 2020. The total unpaid salary amount according to the plaintiff is Rs.9,56,250/-. The amount of Rs.9,56,250/- is also included the three months salary of notice period from 16.07.2020 to 15.10.2020. The plaintiff himself tendered his resignation on 16.07.2020 though, he offered to work for notice period of three months, however, the defendant accepted his resignation on 27.07.2020, therefore, the plaintiff is not entitled to salary for three months notice period. An employee is entitled to salary for three months notice period only in case when the employer terminates the services of the employee with immediate effect. However, when an employee tenders his/her resignation then such an employee is entitled to the salary till the date the resignation is accepted by the employer.

In the case in hand, the plaintiff tendered his resignation on 16.07.2020 and his resignation was accepted on 27.07.2020, therefore, the plaintiff is entitled to salary till 27.07.2020 and he is not entitled to salary of three months notice period.

41. The plaintiff as PW1 deposed that he worked almost daily from the month of March 2020 till 27th July, 2020, the date when his resignation was accepted. It is well-known that in the month of March 2020 the Government of India had imposed lockdown due to pandemic of Covid-19 and during this period all the offices/businesses except essential services were closed. The burden lies on the plaintiff to prove that he worked on all the days from the month of March, 2020 till 27th July, 2020. Except the oral testimony of the plaintiff, plaintiff has not brought anything on record to show that he worked on each day from the month of March, 2020 till 27th July, 2020. The plaintiff has relied upon Order no.40/3/2020/DM-I(A) dated 15.04.2020 issued by Ministry of Home Affairs, Government of India. In the said Order issued by Government of India, the name of Sectors which were allowed to remain operational in Covid lockdown period have been provided and according to the plaintiff Logistic Sector is also one of Sectors that was remained operational during Covid lockdown. Though, the plaintiff has failed to prove that the defendant company is working in the logistic

sector, however, for the sake of arguments even if it is assumed that the defendant company was working in logistic sector and the same was operational during the Covid lockdown period but still the burden lies on the plaintiff to prove that he worked on all the working days for the defendant company during said period. The plaintiff has not able to prove that he worked on each working day during the lockdown period from March 2020 to 27th July, 2020.

42. The plaintiff has not disputed that during the lockdown period in the year 2020 the defendant had offered a survival package to all its employees and the plaintiff has also got an email to this effect. The plaintiff has not opposed the survival package and received the benefits of survival package. Under the survival package, the defendant company offered 50 per cent salary to all its employees during the lockdown period in the year 2020. The plaintiff has not opposed the survival package and it amounts that he has accepted the survival package offered by the defendant company to him. It is also important to mention here that the plaintiff while tendering his resignation on 16.07.2020 has not given any specific reason for his resignation.

43. The defendant has filed copy of salary slips of the plaintiff Mark W (colly) for the month of February 2020, March 2020, April 2020, May 2020 and June 2020. The net

payable salary of plaintiff for the month of February 2020 was Rs.1,48,440/-, for the month of March 2020 was Rs.1,00,001/-, for the month of April 2020 was Rs.81,250/-, for the month of May, 2020 was Rs.81,250/- and for the month of June 2020 was Rs.32,500/-. However, the plaintiff was paid Rs.1,00,001/- as salary for the month of March, 2020. Rs.81,250/- as salary for the month of April, 2020 and May, 2020 each. Thus, it is clear that the plaintiff has not been given his complete salary for the month of March 2020. Further, the question arises how the salary of the plaintiff became only Rs.32,500/- for the month of June, 2020 and Rs.35,500/- for the month of July, 2020. Admittedly, the gross salary of the plaintiff in the month of February 2020 was Rs.1,62,500/-, therefore, the defendant cannot be allowed to reduce the salary of the plaintiff more than 50 % of the salary for the month of February 2020. Hence, the 50 % salary of the plaintiff for the month of June and July 2020 is taken as Rs.81,250/- each.

44. The lockdown was imposed in the latter half of the March 2020, therefore, the plaintiff is entitled to full salary for the half month of March 2020 and 50 % salary for the remaining half of March 2020. The 50 % full salary of first half of month March 2020 is Rs.81,250/- and the 50 % of half salary of second half of March 2020 is Rs.40,625 (81,250

divided by 2), therefore, the plaintiff is entitled to Rs.1,21,875/- (81,250 + 40,625) as salary for the month of March, 2020 but he was paid only Rs.1,00,001/-, thus, the plaintiff is entitled to Rs.21,874/- (1,21,875 - 1,00,001 as balance salary for the month of March, 2020. Plaintiff already given half salary for the month of April and May 2020, therefore, he is not entitled for any further amount for the month of April and May 2020 as salary. The plaintiff was not given even 50 per cent salary for the month of June, 2020 and for 27 days of the month of July, 2020. The 50 per cent salary for the month of June, 2020 and July, 2020 was Rs.81,250/- each, therefore, the plaintiff is entitled to Rs.81,250/- as salary for the month of June, 2020 and Rs.73,125/- for 27 days for the month of July, 2020.

45. In ruling Bhagwan Shukla v. Union of India & Ors. (Supra) the Hon'ble Supreme Court of India has held in para 3 as under:-

“3. We have heard learned counsel for the parties. That the petitioner's basic pay had been fixed since 1970 at Rs. 190 p.m. is not disputed. There is also no dispute that the basic pay of the appellant was reduced to Rs. 181 p.m. from Rs. 190 pan. in 1991 retrospectively w.e.f. 1812.1970. The appellant has obviously been visited with civil consequences but he had been granted no opportunity to show cause against the reduction of his basic pay. He was not, even put on notice before his pay was reduced by the department and the order came to be made behind his back without following any procedure known to law. There, has, thus, been a flagrant violation of the principles of

natural justice and the appellant has been made to suffer huge financial loss without being heard. Fair play in action warrants that no such order which has the effect of an employee suffering civil consequences should be passed without putting the concerned to notice and giving him a hearing in the matter. Since, that was not done, the order (memorandum) dated 25.7.1991. which was impugned before the Tribunal could not certainly be sustained and the Central Administrative Tribunal fell in error in dismissing the petition of the appellant. The order of the Tribunal deserves to be set aside. We, accordingly, accept this appeal and set aside the order of the Central Administrative Tribunal dated 17.9,1993 as well as the order (memorandum) impugned before the Tribunal dated 25.7.1991 reducing the basic pay of the appellant From Rs. 190 to Rs. 181 w.e.f. 18.12,1970.”

46. The ruling *Bhagwan Shukla vs. Union of India & Ors* (supra) relied upon by the Ld. Counsel for the plaintiff is not applicable to the facts of the case in hand because the defendant company has reduced the salary of the plaintiff due to the pandemic of Covid-19 and provided a survival package to all its employees. The plaintiff has accepted the survival package and not raised any objection till the date of tendering of his resignation i.e. 16.07.2020. The ruling *Mukund K. Pai & Ors. Vs. Punjab National Bank & Ors.* (supra) is also not applicable to the facts on the case on the similar grounds.
47. The plaintiff has sought Rs.5,62,500/- on account of gratuity in the plaint, however, the calculation of gratuity filed on behalf of plaintiff on record the amount of gratuity payable to the plaintiff is Rs.2,81,250/-. The gratuity is calculated

taking the last drawn basic salary multiply by 15 and further multiply by number of years of service and divided by 26. The calculation of gratuity filed on record by the plaintiff is as follows:-

$$\text{Gratuity} = \text{Rs.}81,250 \times 15 \times 6 \text{ divided by } 26 = \text{Rs.}2,81,250/-$$

48. The defendant has also filed reply to the calculation of gratuity that was filed on behalf of plaintiff and according to the defendant the gratuity amount is also only Rs.2,81,250/-. Thus, there is no dispute about the gratuity amount payable by the defendant to the plaintiff. The rulings DV Kapoor Vs. Union of India (supra), Jaswant Singh Gill Vs. Bharat Coking Coal Ltd. & Ors. (supra) and State of Jharkhand & Ors. Vs. Jitendra Kumar Srivastava & Anr. (supra) are on the issue of gratuity and as there is no dispute about the amount of gratuity payable to the plaintiff, therefore, there is no need to discuss these authorities.

49. The plaintiff has demanded Rs.5 lakhs on account of damages, however, no evidence has been lead on behalf of plaintiff on what ground he is entitled to damages, therefore, the plaintiff is not entitled to any damages much less Rs.5 lakhs.

50. The defendant has not disputed that the plaintiff joined it vide appointment letter dated 18.11.2014 and the resignation of the plaintiff was accepted on 27.07.2020. It is

also not in dispute that at the time of accepting the resignation of the plaintiff on 27.07.2020 the accounts of plaintiff were not settled. The defendant took the defence that the plaintiff had breached the terms of his appointment letter dated 18.11.2014 by not fulfilling his obligations during his employment tenure and resigning from service without completing his assigned task and because of his irresponsible behaviour, the defendant faced huge financial loss. The defendant also took the plea that plaintiff was informed on 27.07.2020 at the time of accepting his resignation that the relieving letter would be issued to the plaintiff only after the outstanding amounts owed by the customers of the defendant, which were handled and managed by the plaintiff, are paid to the defendant.

51. The instant suit has been filed by the plaintiff seeking the arrears of his salary and amount of gratuity. The defendant has stated that plaintiff was liable to clear the outstanding amounts owed by the customers of the defendant to the defendant. However, the defendant cannot be allowed to take the plea that it did not clear the dues of the plaintiff because he has not cleared the outstanding amount of the customers of the defendant, owed by the customers to the defendant. The defendant could put up a case of set off or could file counterclaim to seek his dues from the plaintiff. In the case in

hand, the defendant has neither put a case of set off nor filed a counterclaim, therefore, he cannot be allowed to take the plea that till plaintiff clears the outstanding amount owed by the customers of defendant, which were handled and managed by plaintiff, are paid to the defendant. Even otherwise, the defendant has failed to bring anything on record that the plaintiff has breached the terms of his appointment letter at the time of tendering his resignation.

52. The plaintiff has categorically stated in his resignation email/letter dated 16.07.2020 Mark D that he would complete all his projects and make himself available to train a replacement for his duties, however, the defendant accepted the resignation of the plaintiff on 27.07.2020 just after 11 days of tendering it.

53. DW1 deposed in his cross-examination that Crown Global was a client of the defendant and the said client was introduced by the plaintiff to the defendant. DW1 further deposed that the invoice was raised by the defendant to the said client and the payment was credited in the account of defendant. This client has outstanding of Rs.1,17,000/- till date. DW1 replied in negative when asked did the defendant filed any invoice, ledger or payment proof with respect to the outstanding of Rs.1,17,000/-. Thus, it is clear that the defendant has not brought any document on record to show

any outstanding towards the clients, who were handled and managed by the plaintiff.

54. DW1 further deposed that they had not filed any legal proceedings against the clients to recover the outstanding payment. DW1 further deposed that they had also not initiated any legal proceedings against other clients namely, AV Exports, M/s SAAR Exports and Ramesh & Co. Hence, the defendant failed to prove that its client who were handled and managed by plaintiff failed to clear the outstanding towards the defendant.

55. In view of the above discussions, it is established that the plaintiff is entitled to recover Rs.21,874/- as arrears of salary for month of March 2020, Rs.81,250/- as arrears of salary for the month of June 2020 and Rs.73,125/- as arrears of salary for 27 days of July, 2020 and the total comes to Rs.1,76,249/- (21,874 + 81,250 + 73,125). Plaintiff is also entitled to Rs.2,81,250/- towards gratuity. Plaintiff is seeking interest @ 18 % per annum but the same is on a very higher side. Considering the nature of relationship between the parties, interest @ 9 % per annum is reasonable from the date i.e. 27.07.2020, the date when resignation of plaintiff was accepted till realization of the decretal amount. This issue is decided accordingly.

RELIEF:-

56. As per the findings on the issue no.1, the plaintiff is held entitled to recovery Rs.4,57,499/- (1,76,249 + 2,81,250) along with interest @ 9 % per annum from the defendant. Accordingly, a decree in the sum of Rs.4,57,499/- along with interest @ 9 % per annum from the date i.e. 27.07.2020, the date when resignation of plaintiff was accepted till realization of the decretal amount is passed in favour of the plaintiff and against the defendant.
57. Costs of the suit is awarded to the plaintiff. Decree sheet be prepared accordingly.
58. File be consigned to record room.

**Announced in the Open Court
on 10th day of April, 2026**

**(PRITAM SINGH)
DISTRICT JUDGE-04/
SOUTH EAST/SAKET
COURTS/DELHI**