

In the court of Sh. A.K. Jain, Presiding officer Labour court-1 Gurgaon.

Ref. No: of 2015

Amit Kumar

Vs

M/s Magsons Exports
Gurgaon.

Written Statement

Sir,

The Respondent management respectfully submits as under :-

Preliminary Objections :-

- 1 That the reference is not maintainable because the term of reference is contrary to the terms of dispute between the parties, as both the parties appeared before Labour officer Gurgaon in the conciliation proceeding and management submitted the written comments before Labour Officer.
- 2 That a demand notice u/s 2- A of the I.D. Act 1947 is maintainable only when the service of petitioner has been dismissed, terminated or retrenched. In the absence of termination of service of petitioner by the employer, a demand notice u/s 2- A of the I.D. Act is not maintainable in the eyes of law. In the present case the service of the petitioner have never been terminated by the management rather the petitioner submitted written resignation on 5.9.14 to pay his full & final payment, accordingly his request was accepted and he was paid Rs. 17373/= out of which salary Rs. 5268/= was transferred to his bank account & Rs. 12105/= was paid cash as his full & final payment, which was duly accepted & signed by the petitioner of his own hand written in the final settlement receipt. The cheque has been en cashed by the petitioner. Thus the petitioner had relinquished his right of reinstatement. Hence the reference is not maintainable.
- 3 That the petitioner has been gainfully employed during the disputed period. He is not earning less than what he was earning prior from the service, therefore, the petitioner is not entitled for any back wages.

Contd on page-2



On Merits :-

1 Para No: 1 of claim statement is wrong and denied. As per record of respondent company, the petitioner was appointed on 2.4.2012 as Sticker man on monthly salary of Rs. 6305/=. Rest of para is wrong and denied.

2 Para No: 2 of claim statement is wrong and denied. It is denied specifically that management terminated the service on 5.9.2014. Rest of para is also wrong and denied.

In fact the petitioner submitted written resignation on 5.9.14 to pay his full & final payment, accordingly his request was accepted and he was paid Rs. 17373/= out of which salary Rs. 5268/= was transferred to his bank account & Rs. 12105/= was paid cash as his full & final payment, which was duly accepted & signed by the petitioner of his own hand written in the final settlement receipt. The cheque has been en cashed by the petitioner.

3 Para No: 3 of the claim statement is wrong and denied.

4 Para No: 4 of the claim statement is wrong and denied. It is denied specifically that he has been called by personal deptt and was asked to take his full & final payment. Rest of para is also wrong and denied. True facts have been given above and may be treated as part of reply to this para.

5 Para No: 5 of the claim statement is wrong and denied. The Sharwan Kumar also resigned and taken his full & final payment.

6 Para No: 6 of the claim statement is admitted to the extent that the petitioner had completed 240 days service. Rest of para is wrong and denied.

7 Para No: 7 of the claim statement is wrong and denied.

8 Para No: 8 of the claim statement is wrong and denied.

9 Para No: 9 of the claim statement is denied. The petitioner be put to stick proof of it.

Contd on page-3



Reply of praying clause :-


Reply of praying clause is wrong and denied.

The petitioner is not entitled for any relief.

It is therefore prayed that the claim statement be dismissed with costs and reference may be answered in Negative.

Respondent


For MAGSONS EXPORTS


~~M/s Magsons Exports~~ Signatory
Gurgaon through Authorized
Signatory.

Verifications :-

Verified that the contents of written statement are true and correct to the best of my knowledge and belief.




Through : S.K.Yadav & Pardeep Yadav
Authorized Representative,

