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SUPREME COURT VIEW THAT MATERNITY BENEFITS NOT CO-TERMINUS WITH EMPLOYMENT TENURE

A. Introduction

The Supreme Court (SC), in *Dr. Kavita Yadav* case,¹ held on 17.08.2023 that the duration of maternity benefits, as provided under the Maternity Benefits Act, 1961 (the **Act**), need not coincide with the duration of employment tenure and therefore, may go beyond the period of employment.

B. Brief Facts

1. The petitioner, Dr. Kavita Yadav (**Yadav**) was appointed as a Senior Resident at Janakpuri Super Speciality Hospital (**JSSH**) on a temporary role on June 12, 2014.
2. Yadav's appointment letter (**Contract**) specified that the role was initially for one year, extendable on yearly basis up to a maximum of three years.
3. Her last extension, as per the Contract, was up to June 11, 2017.
4. On May 24, 2017, Yadav applied for maternity leave (**ML**) from June 1, 2017. JSSH informed Yadav that since her tenure was ending on June 11, 2017, she would be granted only 11 days of ML.
5. Yadav unsuccessfully challenged JSSH's position at the Central Administrative Tribunal, New Delhi, and the Delhi High Court, both of which decided in favour of JSSH.
6. Aggrieved, Yadav approached the SC. The question before the SC was whether maternity benefits is applicable where the period of maternity benefits overshoots the contractual period.

C. Parties' Contentions

1. Yadav contended that once the pre-requisite for availing maternity benefits under Section 5(2) of the Act are fulfilled,² even as a contractual employee, Yadav would be entitled to the full benefits envisaged therein.
2. JSSH contended that once the tenure of the contract ends, there cannot be a notional extension of the same by giving the employee the benefits of the Act in full, as contemplated in Section

¹ *Dr. Kavita Yadav vs. The Secretary, Ministry Of Health And Family Welfare Department & Others* (17.08.2023 – SC): MANU/SC/0922/2023 and available [here](#).

² The Section states that “no woman shall be entitled to maternity benefit unless she has actually worked in an establishment of the employer from whom she claims maternity benefit, for a period of not less than eighty days in the twelve months immediately preceding the date of her expected delivery”.

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5(2) thereof. Therefore, JSSH contended that any benefits that the Yadav would be entitled to ought to be within the contractual period.

D. Court's Judgment & Reasoning

SC:

1. Held that maternity benefits can overshoot the employment tenure where the eligibility condition under Section 5(2) of the Act is fulfilled. *“Thus, continuation of maternity benefits is inbuilt in the statute itself, where the benefits would survive and continue despite the cessation of employment.”*
2. Opined that the expression *“discharge... of a woman employee during her pregnancy”* under Section 12(2)(a) of the Act, which pertains to a woman's right to maternity benefits irrespective of such discharge, would include *“discharge on conclusion of the contractual period.”*³
3. Held that by virtue of Section 27, the benefits contemplated under the Act overrides any agreement or contract of service found inconsistent with the Act.⁴

E. Comment

This judgment assumes significance as it affirms the entitlement of female contractual employees to maternity benefits extending beyond the term of contract. It will be advisable for employers to take note of this ruling in order to ensure compliance with this binding judicial precedent.

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³ The Section states *“the discharge or dismissal of a woman at any time during her pregnancy, if the woman but for such discharge or dismissal would have been entitled to maternity benefit or medical bonus referred to in section 8, shall not have the effect of depriving her of the maternity benefit or medical bonus.”*

⁴ As per the Section: *“the provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law or in the terms of any award, agreement or contract of service, whether made before or after the coming into force of this Act.”*