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### **COURT ON RESIGNATION WITHOUT SERVING NOTICE PERIOD**

An Ahmedabad Civil Court (**Civil Court**), in the case of *Jensen Kobain Solution Pvt. Ltd.*,<sup>1</sup> held an employer is entitled to recover from an employee towards damages for resigning her job without serving her notice period, and for her unexplained absenteeism.

#### **A. Brief Facts:**

Jensen Kobain Solutions Pvt. Ltd. (**JKSPL**) had appointed Mariya Kaushik Rajput (**Mariya**) as a trainee associate in its finance department on probation. She was later converted to a full-time employee and an employment agreement, which included a 30 days' notice period clause, was also executed between JKSPL and Mariya (**Agreement**).

Initially, Mariya was hard-working and diligent. However, later on, JKSPL noticed that she was irregular to work and was availing leave without prior intimation. She was therefore instructed to follow proper procedure in accordance with the terms and conditions in the Agreement.

However, Mariya continued to remain absent from work without any prior intimation. Hence, she was served with an absconding notice on November 8, 2022, for her unauthorised absenteeism.

Subsequently, on November 11, 2022, Mariya emailed resignation from her position to JKSPL. Since her resignation was not in accordance with the Agreement, JKSPL, advised her to withdraw her resignation and work till December 15, 2022. However, Mariya continued to remain absent from duties.

Furthermore, she even failed to respond when an authorised representative of JKSPL contacted her and when she was served with legal notice on December 27, 2022.

JKSPL then filed a suit against Mariya claiming damages of Rs. 5,00,000 ("**Damages**") for breach of contract amounting to criminal breach of trust, monetary loss, and loss of reputation amongst its clients/customers. However, when served with summons, Mariya did not respond or appear before the court.

#### **B. Civil Court's Judgement & Analysis:**

The Civil Court observed that:

- Mariya had not produced any evidence on record, neither oral nor documentary.

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<sup>1</sup>*Jensen Kobain Solution Pvt. Ltd vs. Mariya Kaushik Rajput*, Regular Civil Suit No. 301 Of 2023 (**Judgement**). A copy of the Judgement can be accessed [here](#).

- It was crystal clear that Mariya was appointed as a trainee which was later converted into a full time employee by signing the Agreement.<sup>2</sup>
- It is also clear that she breached the terms of the Agreement and she did not comply with JKSPIL's notice of claim.
- Mariya did not care to the monetary loss and loss of reputation despite being served with legal notice directing the same.
- "...[I]t prima facie appears that [Mariya] has breached and violated terms and conditions of Employment Agreement. Therefore, it is crystal clear that the amount due is within the period of limitation and that is why [JKSPIL] is entitled to recover the said suit amount from [Mariya]."<sup>3</sup>
- "Moreover, considering the entire oral as documentary evidence as a whole, [Mariya] has neither appeared before this Court nor produced any rebuttal, contrary, cogent and convincing defending evidence on record. [JKSPIL] has also not been cross-examined by [Mariya]. Under these circumstances, as discussed above, I have no hesitation to conclude that [JKSPIL] is entitled to recover an amount of Rs.5,00,000/-, from [Mariya] as legal and valid dues."<sup>4</sup>

Therefore, the Court passed an order that JKSPIL was entitled to recover the Damages along with interest of six percent per annum from the date of filing the suit till actual realization of the amount from Mariya.

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<sup>2</sup> Paragraph 12 of the Judgement.

<sup>3</sup> Paragraph 13 of the Judgement.

<sup>4</sup> Paragraph 14 of the Judgement.