KABC010079802022

IN THE COURT OF LXIX ADDITIONAL CITY CIVIL & SESSIONS JUDGE, BENGALURU CITY (CCH-70)

:Present:
Smt. Shirin Javeed Ansari, B.A., LL.B(Hon`s), LL.M
LXIX Additional City Civil and Sessions Judge,
Bengaluru (CCH 70)

Dated this the 16th day of October, 2026

O.S. No.7134/2021

Plaintiff:-		**Sri Naveen Kumar Midha,** S/o. late Mr. Kewal Krishan Midha Aged about 50 years, Resident of Villa 5, LGCL Ashlar, Kasavanahalli Main Road, Opp KSR Police Headquarters, Sarjapur, Bangalore-560 099. **(Sri Arjuna Rao, Sri Madhav Misra, Advocates for plaintiff)**

- Vs -

Defendants:	1.	**Mr. Rohit Jain,** S/o Ramesh Chander Jain, Aged about 46 years, Having his office at Willis Towers Watson India Private Limited,

		2nd Floor, Tower B, Unitech Business Park, South City-1, Sector 41, Gurgaon, Haryana – 122001.
	2.	**Mr.Vijay Suri** S/o. Kosh Raj Suri, Aged about 70 years, Having his office at Willis Towers Watson India Insurance Brokers Private Ltd, 2nd Floor, Sucheta Bhavan, 11A, Rouse Avenue Lane, Vishnu Digambar Marg, New Delhi -110 002.
	3.	**Ms. Vandana Bhatt** W/o Mr. Bhatt, Aged about 35 years, Having her office at Willis Towers Watson India Private Limited, Plant No. 6, Godrej & Boyce Mfg. Co. Compound, Pirojshanagar, L.B.S Marg, Vikhroli West, Mumbai 400079, Maharashtra
	4.	**M/s. Willis Towers Watson India Insurance Brokers,** A company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2nd Floor Sucheta Bhawan,

		11-A, Vishnu Digamber Marg, Rouse Avenue Lane, New Delhi 10002, represented through its Managing Director, Mr. Vijay Kumar Suri
	5.	**Mr. Ashok Singh** S/o. Shyam Bihari Singh, Aged about 41 years, Residing at 1501-A, Mahavir Jyoti Sector 10, Kharghar, Navi Mumbai 410210
	6.	**Willis Europe B.V.** A company having its registered office at 5 Prof. E.M. Meijerslaan Amstelveen, 1183 herein Av, represented through its Director Mr. Peter Richard McConnell.
	7.	**M/s. Willis Towers Watson PLC,** A Private Limited Company, having its registered office at Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4, Ireland, herein represented through its Executive Director, Mr. John F Haley.
	8.	**M/s. Willis Towers Watson India Private Limited,**

		A company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2nd Floor, Tower B, Unitech Business Park, South City-1, Gurgaon, Haryana 122001, herein represented through its Director Mr. Vivek Nath. **(Sri Syed Shujath Mehdi, Advocate for Defendant No.1, 2 and 4)** **(Sri Perikal K.Arjun, Advocate for Defendant No.3, 6, 7 and 8)** **(Sri A.J., Advocate for Defendant No.5)**

Date of institution of the suit:	21.01.2021		
Nature of the suit:	Suit for declaration, defamation, injunction and for damages		
Date of commencement of recording of evidence:	10.04.2023		
Date on which the judgment was pronounced;	16.10.2026		
Total duration:	Years	Months	Days
	05	08	22

J U D G M E N T

The present suit is instituted by the Plaintiff seeking reliefs arising out of the alleged wrongful and unlawful termination of his employment, which, according to the Plaintiff, was effected in retaliation to his raising concerns regarding certain alleged financial irregularities and unethical practices within the organisation. The Plaintiff further alleges that, subsequent to his termination, the Defendants made and/or caused to be made false, defamatory, disparaging and malicious statements concerning him before third parties, thereby affecting his reputation, professional standing and career prospects and causing him financial loss and mental agony. On these allegations, the Plaintiff has sought appropriate reliefs including damages and permanent injunction restraining the Defendants from making, publishing or circulating any such defamatory, disparaging or malicious statements against him. Hence the plaintiff has sought for the following reliefs:-

(a) A decree of permanent injunction

restraining the Defendants, their partners, employees, agents, servants, affiliates and all persons claiming under them from making, publishing, republishing, sharing and/or circulating any disparaging and/or defamatory statements and/or malicious falsehoods against the Plaintiff;

(b) A decree in favour of the Plaintiff and against the Defendants in the nature of mandatory injunction directing the Defendants to make a public apology to the Plaintiff in a newspaper or periodical having, at a minimum, circulation among insurance professionals;

(c) A decree for damages, including compensatory and punitive damages, in favour of the Plaintiff and against Defendant Nos.1, 2 and 3 in a sum of Rs.1,00,00,000/- or such higher amount as may be determined by the Court on account of the alleged defamatory statements made by Defendant Nos.1, 2 and 3;

(d) A declaration that the Plaintiff's employment was wrongfully terminated by Defendant No.4;

(e) A declaration that Defendant Nos.4, 6, 7 and 8 are jointly and severally liable for the alleged wrongful termination on account of

their commissions and omissions, including failure to adhere to the Whistleblower Code;

(f) In the alternative to prayer (e), a declaration that Defendant Nos.3, 4, 6 and 7 are jointly and severally liable for the alleged wrongful termination on account of their commissions and omissions, including failure to adhere to the Whistleblower Code;

(g) A decree awarding general and special damages against Defendant Nos.4, 6, 7 and 8 in a sum of Rs.3,67,97,082/- in favour of the Plaintiff on account of the alleged wrongful termination;

(h) In the alternative to prayer (g), a decree awarding general and special damages against Defendant Nos.3, 4, 6 and 7 in a sum of Rs.3,67,97,082/- in favour of the Plaintiff on account of the alleged wrongful termination;

(i) An order awarding costs of the suit in favour of the Plaintiff and against the Defendants;

(j) An amount of Rs.10,00,000/- towards mental agony, anguish and harassment allegedly caused to the Plaintiff by the acts and conduct of the Defendants; and

(k) Such other or further order or orders or directions as the Court may deem fit and proper in the facts and circumstances of the case and in the interests of justice.

2. **The brief facts of the plaintiffs case:-** The Plaintiff has pleaded that the Defendants are ex-facie liable to be proceeded against in the present action for wrongful termination, defamation, disparagement and malicious falsehoods arising out of the alleged wrongful termination of the Plaintiff from the employment of Defendant No.4 on 28/09/2018 and the alleged slanderous statements made by the Defendants to (i) Mr.Vinoth Kumar, (ii) Ms. Vidya Ramachandran, (iii) Mr. Pramod Kumar Pandey and (iv) Mr. Kanchan Mitra.

3. The Plaintiff has pleaded that the particulars of the false, defamatory, malicious and disparaging statements allegedly made by the Defendants to the aforesaid four individuals are contained in the affidavits sworn by the said individuals, which have been furnished along with the suit and appended thereto as Annexure-1.

According to the Plaintiff, the Defendants initially caused substantial monetary and pecuniary loss by wrongfully terminating his services despite being under a contractual obligation and duty to protect his interests and thereafter proceeded to make maliciously false, disparaging and defamatory statements with the intention of harming his reputation. It is the Plaintiff's case that the acts of the Defendants were calculated to cause pecuniary loss to him in respect of his profession and calling and were committed in furtherance of a common intention to cause irreparable harm to his career, in retaliation for bringing to light various anti-regulatory practices, bribery, illegal, fraudulent and phantom financial transactions, falsification of accounting books, material non-disclosure of mandatory information to regulatory authorities and other illegal and unethical practices allegedly prevalent in Defendant No.4 company. According to the Plaintiff, the Defendants acted with knowledge that the maliciously false, defamatory and disparaging statements and imputations made thereafter would cause irreparable

damage to his reputation, character, goodwill and commercial and market reputation.

4. The Plaintiff, Mr. Naveen Kumar Midha, has pleaded that he has been associated with the insurance industry for more than 20 years and had hitherto enjoyed a sterling reputation in the field. He states that he is an insurance broker by profession and is registered with the Insurance Regulatory and Development Authority of India (hereinafter referred to as "IRDAI"). According to him, until September 2018 he was employed by Defendant No.4 company and was victimized during his employment, particularly by Defendant Nos.1 to 3, for acting as a whistleblower and bringing to light several corrupt and unethical practices and financial irregularities allegedly taking place in Defendant No.4 company, following which he was wrongfully terminated. The Plaintiff further states that thereafter he was employed with UIB Insurance Brokers (India) Private Limited as the President, Head-Employee Benefits Practice & New Initiatives.

5. Defendant No.1, Mr.Rohit Jain, has been described by the Plaintiff as the then Head of India, Willis Towers Watson and a Director of Defendant No.4 company. The Plaintiff states that Defendant No.1 continued to hold the said designation and played a pivotal role in his suspension and consequent wrongful termination and thereafter sought to malign his reputation by making various false and defamatory statements to third parties. Defendant No.2, Mr.Vijay Suri, has been described as the Managing Director and Principal Officer of Defendant No.4 company. According to the Plaintiff, Defendant No.2 was involved in the decision-making process concerning his wrongful and mala-fide suspension and termination and also defamed, disparaged and uttered malicious falsehoods against him with the intention of harming his professional reputation.

6. Defendant No.3, Ms.Vandana Bhatt, has been described as the Head of Human Resources at Willis Towers Watson India Private Limited. According to the Plaintiff, Defendant No.3 also sought to tarnish his

professional reputation by making false statements regarding his conduct during the course of his employment with Defendant No.4 company. The Plaintiff further alleges that Defendant No.3 was involved in orchestrating a false inquiry against him based upon falsehoods and fabricated information, which ultimately resulted in his wrongful termination from the employment of Defendant No.4 company.

7. Defendant No.4, Willis Towers Watson India Insurance Brokers Private Limited, has been described as a company incorporated under the Companies Act, 1956, wherein the Plaintiff was employed and from which he was subsequently terminated.

8. Defendant No.5, Mr.Ashok Singh, has been described as having been employed as Senior Vice President-Health & Benefits at Defendant No.4 company. According to the Plaintiff, Defendant No.5 was coerced into making certain statements against him by Defendant No.3 and certain senior personnel of Defendant No.4 company

by threatening him with adverse consequences in relation to his employment. The Plaintiff has further pleaded that a complaint of sexual harassment had been made against Defendant No.5 around the relevant time, which, according to him, was not investigated and/or reported by Defendant No.4 company in accordance with the applicable regulations and statutes. The particulars thereof are stated to have been set out in the affidavit of Mr.Kanchan Mitra furnished along with the plaint. Defendant No.5 has been arrayed as a proper party to the suit.

9. Defendant No.6, Willis Europe B.V., has been described as a company incorporated in the Netherlands, which, according to the Plaintiff, exercised substantial control over the affairs of Defendant No.4 company by holding 49% shares and corresponding voting rights therein and by deputing two Directors to the Board of Directors of Defendant No.4 company. According to the Plaintiff, Defendant No.6 was the single largest shareholder of Defendant No.4 company and was a subsidiary of Defendant No.7 company. The Plaintiff has relied upon the

list of shareholders of Defendant No.4 company evidencing the aforesaid shareholding and the Form 10-K filed with the United States Securities and Exchange Commission evidencing that Defendant No.6 was a subsidiary of Defendant No.7 company, the same being appended as Annexure-2 and Annexure-3 respectively.

10. Defendant No.7, Willis Towers Watson PLC, has been described by the Plaintiff as the main holding company of Defendant No.6 and, according to the Plaintiff, Defendant No.4 company was the Indian affiliate of Defendant Nos.6 and 7. The Plaintiff has pleaded that Defendant Nos.6 and 7 were under an obligation to ensure that no retaliatory action, including termination, was taken against him and that they failed to adhere to such duty and obligations as crystallized in the written company policies applicable to their affiliates.

11. Defendant No.8, Willis Towers Watson India Private Limited, has been described as a company incorporated under the Companies Act, 1956 as a

subsidiary of Defendant No.7 company. According to the Plaintiff, Defendant No.3 was on the rolls of Defendant No.8 at the relevant time when she participated in an internal meeting of Defendant No.4 company involving the Plaintiff and other personnel of Defendant No.4, which ultimately led to his wrongful termination. The Plaintiff has stated that his association with the Willis Group commenced in 2007 when Willis India Insurance Brokers Pvt. Ltd., a joint venture between Willis Group Holdings PLC and Bhaichand Amoluk Consultancy Services Pvt. Ltd., was functioning in India. However, in September 2010, IRDAI declined renewal of the licence of Willis India Insurance Brokers Pvt. Ltd., resulting in termination of the joint venture between the two companies.

12. The Plaintiff has pleaded that, since a company was required to wait for a minimum period of two years before re-applying for a licence from IRDAI under the then prevailing IRDAI norms, the Willis Group offered several employees, including the Plaintiff, an option to maintain continuity of employment with the Willis Group by

associating with Almondz Insurance Broking Private Limited until the Willis Group could enter into another joint venture in India. (A true copy of the Plaintiff's offer of employment on the Willis letterhead dated 12/10/2010 has been appended as Annexure-4). The Willis Group had appointed Almondz Insurance Brokers Private Limited as its exclusive correspondent broker in India during the transitional period to ensure continuity of broking personnel and services for its clients in India. (A true copy of the undated letter declaring such appointment has been appended as Annexure-5). The Plaintiff accepted the said offer and, on 01/01/2011, was appointed as Executive Vice President by Almondz Insurance Brokers Private Limited, pursuant to the appointment letter dated 01/01/2011 appended as Annexure-6.

13. The Plaintiff has further pleaded that, in January 2016, Willis Group Holdings PLC merged globally with Towers Watson & Co. and became Willis Towers Watson PLC, namely Defendant No.7 company. (A true copy of the press release dated 05/01/2016 announcing

the said merger has been appended as Annexure-7).

14. According to the Plaintiff, in July 2017, Defendant No.7 company, through its subsidiary Defendant No.6 company, acquired a 49% stake in Almondz Insurance Brokers Private Limited, following which Almondz Insurance Brokers Private Limited changed its name and was incorporated as Defendant No.4 company. (The Certificate of Incorporation dated 13/07/2017 recording the change of name has been appended as Annexure-8)

15. The Plaintiff has pleaded that during his tenure with Defendant No.4 company and the aforesaid entities of the Willis Group, namely Willis India Insurance Brokers Pvt. Ltd. and Almondz Insurance Brokers Private Limited, he was responsible for establishing and leading the Health and Benefits practice, which, according to him, witnessed substantial growth in terms of clients, employees, business and revenue. He states that the vertical under his supervision became the largest direct revenue-generating

business practice in Defendant No.4 company, with aggregate revenue crossing Rs.150,00,00,000/- during his combined tenure with the Willis Group through its various phases of restructuring and reorganization, including his employment with Defendant No.4 company. According to him, this performance was achieved despite the turbulent circumstances and several phases of transition and integration faced by Defendant No.4 company in India, including the non-renewal of the licence of Willis India Limited by IRDAI in September 2010.

16. The Plaintiff has further pleaded that, in addition to possessing an MS Degree in Risk Management from The School of Risk Management, Insurance & Actuarial Science, St. John's University, New York, he obtained the prestigious Certified Employee Benefits Specialist (CEBS) qualification from the Wharton School, University of Pennsylvania, while employed with Defendant No.4 company and became one of the first recipients of the CEBS degree in South Asia. He states that the entire course was self-funded without any support, including

study leave, from Defendant No.4 company. According to the Plaintiff, this qualification improved the respect, credibility and visibility of Defendant No.4 company in various business forums relating to Health and Benefits. In view of his performance and dedication, the Plaintiff claims that he was consistently recognized as an excellent employee and was regularly awarded increments, incentives and bonuses. (Copies of appraisal letters dated 01/06/2016, 05/06/2017 and 12/04/2018 have been appended as Annexure-9). The Plaintiff further states that Defendant No.1 had written an email dated 05/08/2017 to Mr. Cedric Luah and other senior personnel of Defendant No.7 company stating that there was already an agreement that Defendant No.4 company would offer a production-sharing arrangement to the Plaintiff. According to him, owing to his importance to Defendant No.4 company, he was also entrusted with execution of documents required to be filed before IRDAI, including documents relating to renewal of Defendant No.4 company's licence in 2018.

17. The Plaintiff has pleaded that in August 2017

he expressed his intention to resign from Defendant No.4 company on the ground of lack of professional growth and career path. However, he continued in the company on account of repeated requests from senior management of Defendant Nos.4 and 7, particularly Defendant No.1, Mr.Vivek Nath, Mr. Scott Burnett and Mr.Cedric Luah, who allegedly promised him benefits such as production-sharing arrangements, an enhanced role and recognition within Defendant No.4 company. The email dated 05/08/2017 addressed by Defendant No.1 to Mr. Cedric Luah and other senior personnel of Defendant No.7 company, stating that Defendant No.4 company would offer a production-sharing arrangement to the Plaintiff to incentivize him to continue with the company, has been appended as Annexure-10.

18. The Plaintiff has pleaded that from around November 2017, the senior management of Defendant No.4 company, particularly Defendant Nos.1 and 2, began treating him with hostility. According to him, he had begun raising questions regarding certain phantom vendor

payouts, falsification of accounting books and questionable payments to unlicensed middlemen for obtaining and/or retaining business, including business from Government organizations and State-owned entities. He states that, in his capacity as a whistleblower, he sought to bring to light instances of sub-broking allegedly being indulged in by Defendant No.4 company. According to the Plaintiff, sub-broking was specifically barred under IRDAI regulations, which required functions relating to insurance broking to be carried out by brokers duly licensed by IRDAI. The Plaintiff has reserved his right to bring such alleged instances and information in his possession regarding unethical financial practices, phantom vendor payouts, falsification of internal accounting controls and books of accounts and sub-broking to the attention of IRDAI or other domestic or foreign authorities, including the United States Securities and Exchange Commission under the Foreign Corrupt Practices Act, 1977, and the Financial Conduct Authority and Serious Fraud Office under the U.K. Bribery Act, 2010.

19. The Plaintiff has pleaded that, in accordance with the procedure prescribed under Defendant No.7 company's Code of Conduct Reporting and Whistleblower Guidance, which also governed Defendant Nos.4 and 6, he brought the alleged wrongdoings, improprieties, anti-regulatory practices and financial irregularities prevalent in Defendant No.4 company to the attention of senior personnel of Defendant No.7, including Mr.Cedric Luah, Mr.Vivek Nath and Mr. Scott Burnett. (A copy of the Whistleblower Code dated August 2017 has been appended as Annexure-11). According to the Plaintiff, these details were communicated through numerous calls, messages and meetings held between August 2017 and July 2018.

20. The Plaintiff has stated that he first sent a message dated 04/07/2017 to Mr.Cedric Luah through WhatsApp stating that the situation in Defendant No.4 company was no longer healthy and was going out of hand. Thereafter, he had a telephone conversation with Mr.Cedric Luah on 06/08/2017, during which he allegedly communicated details of financial irregularities, fictitious

transactions and phantom payments being made to vendors through the "Wellness" and "Professional Expenses" accounts of Defendant No.4 company. An email dated 06/08/2017 from Mr.Cedric Luah to Defendant No.1, Mr.Vivek Nath and Mr.Scott Burnett setting out particulars of the said conversation has been appended as Annexure-12. The Plaintiff further stated that he highlighted the issue of Defendant No.4 company using unlicensed middlemen as sub-brokers during a subsequent conversation with Mr.Cedric Luah on 15/08/2017 and reiterated his concerns during meetings held on 16/11/2017 in Bengaluru and 16/04/2018 in Singapore. He further referred to communications made through telephone calls, WhatsApp messages and meetings between August 2017 and July 2018, copies whereof have been appended as Annexure-13. He also stated that he raised these concerns with Mr.Vivek Nath and Mr.Scott Burnett during meetings held on 24/11/2017 and 09/02/2018 at Mumbai and Bengaluru respectively. According to the Plaintiff, despite being provided specific information

regarding financial transgressions and manipulation of books of account, Defendant No.7 company, through its officials, failed to take any action. The Plaintiff states that, despite his willingness to provide an official statement, he was never called upon to do so during his employment.

21. The Plaintiff has further pleaded that the Compliance Officer of Defendant No.4 company, Ms.M.Soundarya, was also informed of the alleged improprieties taking place in Defendant No.4 company, but that her handling of the matter was allegedly compliant with the senior management of Defendant No.4 company and resulted in covering up the alleged unlawful acts.

22. The Plaintiff has pleaded that, after communicating the aforesaid matters to senior management of Defendant No.7 company, namely Mr.Vivek Nath, Mr. Scott Burnett and Mr.Cedric Luah, he was entitled to protection under the Whistleblower Code applicable to all colleagues of Willis Towers Watson and its subsidiaries and affiliates, including Defendant Nos.4 and

6. According to the Plaintiff, the said Code was intended to protect the rights and interests of employees reporting suspected criminal behaviour, dishonesty, breaches of company policies and procedures and failure to address inappropriate activities. The Plaintiff asserts that the Whistleblower Code was implicitly incorporated into his employment contract and, independently thereof, bound Defendant Nos.4, 6 and 7, thereby enabling a Civil Court to examine and adjudicate alleged violations thereof.

23. According to the Plaintiff, under the Whistleblower Code, Defendant Nos.4, 6 and 7 were under an obligation to promptly investigate and resolve the concerns raised by him and to ensure that he did not suffer any adverse consequences by way of improper dismissal or retaliation. The Plaintiff has relied upon the provisions of the Whistleblower Code which encouraged employees to raise concerns with their managers or other relevant departments and specifically protected employees from retaliation, victimization, suspension or discharge on account of reporting irregularities. According to the

Plaintiff, such retaliation was itself liable for disciplinary action, including termination of the retaliating employee. The Plaintiff has relied upon the provision stating that Willis Towers Watson would ensure that colleagues providing information under the policy would not suffer discharge, demotion, suspension, threats, harassment, retaliation, discrimination, victimization or other adverse employment consequences.

24. The Plaintiff has pleaded that, contrary to the aforesaid protection, Defendant Nos.1, 2 and 3, along with the management of Defendant No.4 company, initiated a malicious process of victimization and harassment against him and threatened him with adverse employment consequences, including suspension, discharge and termination. According to him, Defendant Nos.4, 6 and 7 failed to protect his interests despite being repeatedly informed of the alleged wrongdoing and retaliatory action. He further alleges that Defendant Nos.6 and 7 were under an obligation to take disciplinary action against Defendant Nos.1, 2 and 3 for the retaliatory action but failed to do so

and knowingly acquiesced in the alleged retaliatory conduct. The Plaintiff states that the retaliatory action was undertaken with the knowledge and consent, express or implied, of Defendant Nos.6 and 7 and consequently Defendant Nos.4, 6 and 7 are jointly and severally liable for the alleged wrongful termination in violation of his employment contract read with the Whistleblower Code.

25. The Plaintiff has pleaded that on 15/07/2018 the Senior Vice President-Compliance of Defendant No.4 company, Ms.M.Soundarya, requested a meeting with him, which was held on 17/07/2018 in the presence of Ms.M.Soundarya, Mr. Sudesh Shetty and Defendant No.3, Ms.Vandana Bhatt**.** (The email dated 16/07/2018 informing the Plaintiff of the meeting has been appended as Annexure-14). The Plaintiff states that he was surprised by the presence of Defendant No.3, since she was the Head of Human Resources of Defendant No.8 company and was not an employee or officer of Defendant No.4 company. According to the Plaintiff, Defendant No.3 had no authority to participate in the meeting on behalf of Defendant No.4

company and her actions were attributable to Defendant Nos.6, 7 and 8, particularly as she was allegedly acting under the instructions of key managerial personnel of those entities forming part of a single economic entity with Defendant No.4.

26. According to the Plaintiff, during the meeting of 17/07/2018, Defendant No.3 and personnel of Defendant No.4 informed him that certain unspecified information had been received suggesting that he was "maybe" involved in underhand facilitation payments allegedly made to a client of Defendant No.4, namely Sterling & Wilson, through a third-party administrator, Paramount Health Services & Insurance TPA Private Limited. The Plaintiff states that despite repeated requests, no details or particulars of the alleged complaint or allegations were furnished to him and he was thereby denied an opportunity to deny, rebut or clarify the allegations. (The transcription of the audio recording of the meeting dated 17/07/2018 has been appended as Annexure-15).

27. The Plaintiff has pleaded that, having regard to his senior position in Defendant No.4 company and the nature of the allegations made against him, the meeting and the stand taken by Defendant No.4's personnel were approved by the senior management of Defendant Nos.4, 6 and 7, including Defendant Nos.1 and 2. According to the Plaintiff, during the meeting he was informed on at least three occasions that the allegations against him had also been communicated to Defendant No.7 company.

28. The Plaintiff states that during the meeting dated 17/07/2018 attempts were made to coerce him into taking forced paid leave pending an alleged investigation into financial misconduct. According to him, he was threatened with suspension, inquiry, discharge, termination and loss of reputation. He states that such action was contrary to the procedure prescribed under the Policy Manual of Defendant No.4 company. He repeatedly requested that any inquiry against him be conducted in accordance with the applicable procedure and policies. According to him, Ms.Soundarya informed him that

Defendant No.4 company had shared all relevant information with Defendant No.7 company and that the course adopted by Defendant No.4 had been decided upon after escalation of the matter to Defendant No.7 and after consultation and discussion with its personnel.

29. The Plaintiff states that he denied the allegations as frivolous and baseless and requested details and particulars thereof so that he could substantively respond. According to him, no details were supplied and he was instead asked to proceed on mandatory paid leave for an unspecified period. Upon his refusal, Ms.Soundarya issued an email dated 17/07/2018 informing him that he had been unilaterally suspended until further notice pending inquiry. (The said email has been appended as Annexure-16). Although Defendant No.4 stated that the suspension was not disciplinary and did not imply that the Plaintiff was guilty of misconduct, the Plaintiff states that his email account and computer network were suspended and his office cabin was sealed. (Copies of communications dated 23/07/2018, 24/07/2018 and 25/07/2018 have

been appended as Annexure-17). The Plaintiff contends that such action was contrary to the Policy Manual, which required an employee accused of misconduct to be informed in writing of the allegations and given an opportunity to submit a representation within ten working days, which representation was required to be considered before imposition of any penalty. (The relevant policy provision has been relied upon as Annexure-18).

30. According to the Plaintiff, none of the aforesaid procedures were followed. He was not supplied with the allegations in writing and was not given an opportunity to make a representation or effectively defend himself. The Plaintiff therefore contends that the Policy Manual formed part of his employment contract and that violation thereof supports his allegation of wrongful and mala-fide suspension and termination.

31. The Plaintiff has pleaded that by email dated 19/07/2018 he recorded the events of the meeting dated 17/07/2018 and denied the allegations concerning

financial misconduct. Thereafter, he and his advocates, M/s.Tuli & Co., repeatedly requested information and documents relating to the allegations and the purported inquiry. According to the Plaintiff, although Ms.Soundarya had stated during the meeting that such information would be furnished by Defendant No.7 company, no such information or documentation was provided despite repeated requests made on various dates. (The communications in this regard have been appended as Annexure-19 and Annexure-20). The Plaintiff states that, in the absence of such information and any opportunity to participate in the investigation or hearing, he was unaware of the precise allegations and was unable to present his version or defend himself. He apprehends that such omissions were intentional and deliberate.

32. During the period of suspension, according to the Plaintiff, Defendant No.1 and other senior management personnel of Defendant No.4 company attempted to pressurize him to resign, including at a meeting held at The Imperial Hotel, New Delhi on 06/09/2018. (The

communications relating to the said meeting have been appended as Annexure-21). The Plaintiff states that, being innocent, he refused to resign and continued to seek particulars of the allegations. He further states that Defendant No.3 and senior personnel of Defendant No.4, particularly Defendant Nos.1 and 2, Ms. M.Soundarya and Mr.Sudesh Shetty, similarly pressured Defendant No.5, Mr.Ashok Singh, to make disparaging statements against him. According to the Plaintiff, Defendant No.5 was met on 13/07/2018 at Mumbai and was subjected to undue influence and threats of adverse employment consequences to make an email containing allegations against the Plaintiff. The Plaintiff further alleges that Defendant No.5 was facing a sexual harassment complaint which was not properly investigated or pursued by Defendant No.4 and was closed without appropriate reporting or compliance. The Plaintiff relies upon the affidavit of Mr.Kanchan Mitra in this regard.

33. The Plaintiff has further pleaded that the alleged coercion exercised upon Defendant No.5 is evident

from a subsequent email in which Defendant No.5 stated that he had been made to write the earlier email under coercion. The Plaintiff has relied upon WhatsApp messages dated 15/07/2018 and 02/10/2018, (appended as Annexure-22 and Annexure-22-A), wherein Defendant No.5 allegedly shared a draft and subsequently apologized to the Plaintiff for his involvement in the events leading to the Plaintiff's termination. The Plaintiff has further relied upon a telephonic conversation with Defendant No.5 in January 2019, the transcription of which has been appended as Annexure-22-B, to contend that Defendant No.5 was induced to make false statements, was asked to support a particular narrative and was threatened with adverse employment consequences if he withdrew the allegations.

34. The Plaintiff has pleaded that on 27/09/2018, after approximately 75 days during which he was allegedly not supplied with any information or documents, he received a letter from Defendant No.4 company signed by Defendant No.2 revoking his suspension with immediate effect. (The said letter has been appended as Annexure-23).

According to the Plaintiff, the letter stated that Defendant No.4 had conducted a preliminary investigation and concluded that his conduct did not meet the standards expected by the company, although it had decided not to pursue the matter further. The Plaintiff states that he was not provided with the details of the purported investigation or afforded any opportunity to participate therein or defend himself. He further alleges that the letter contained arbitrary and unsubstantiated insinuations concerning his professionalism and integrity.

35. The Plaintiff states that within one day, namely on 28/09/2018, Defendant No.4 issued a termination letter bearing the signature of Defendant No.2. (The said termination letter has been appended as Annexure-24). According to the Plaintiff, he was terminated without any inquiry and without assigning any reason. He contends that the circumstances demonstrate that the termination was a consequence of his having raised concerns regarding alleged wrongdoings in Defendant No.4 company and the purported investigation initiated against him without

providing him any opportunity to participate or defend himself. He further contends that the termination was contrary to the Whistleblower Code, which provided for "No Retaliation" against employees sharing information regarding non-compliance with laws and regulations.

36. The Plaintiff has pleaded that after his termination in September 2018 he continued to work towards bringing to light the alleged unethical and irregular practices of Defendant Nos.4, 6 and 7 and their personnel. According to him, Defendant Nos.4, 6 and 7 failed to take steps to protect his interests as required under the Whistleblower Code and, to the best of his knowledge, also failed to take action against Defendant Nos.1, 2 and 3 for the alleged retaliatory conduct.

37. The Plaintiff further states that Defendant Nos.6 and 7, despite having knowledge of the alleged retaliatory conduct leading to his termination, did not protect his interests. According to him, under the guise of conducting an investigation against Defendant No.4 company,

Defendant Nos.6 and 7 invited him to furnish details of the alleged wrongdoing and irregularities. The Plaintiff states that, apprehending further retaliation, he was unwilling to share such information electronically and instead offered to disclose the same in person. According to him, Defendant Nos.6 and 7 refused to engage constructively and insisted upon electronic disclosure of the information. The Plaintiff contends that this demonstrated their lack of intention to comply with the Whistleblower Code or conduct a meaningful investigation. (The correspondence exchanged in this regard has been appended as Annexure-25). According to the Plaintiff, Defendant Nos.6 and 7 were therefore complicit in, acquiesced in and consented to the actions of Defendant Nos.1 to 4, despite their obligations under the Whistleblower Code and their control over Defendant No.4 company through shareholding, voting rights and nominee Directors.

38. The Plaintiff has pleaded that his termination by Defendant No.4 company was therefore wrongful, unjust, mala-fide, arbitrary and contrary to the policies governing

the relationship between the Plaintiff and Defendant Nos.4, 6 and 7. (Copies of the Willis Towers Watson Anti-Bribery & Corruption Policy and Willis Towers Watson Code of Conduct dated July 2016 and October 2017 have been appended as Annexure-26 and Annexure-27 respectively).

39. According to the Plaintiff, as a consequence of his wrongful termination, he was compelled to seek alternative employment and thereafter accepted employment at substantially lower remuneration, resulting in pecuniary loss by way of loss of income, loss of opportunity and decreased earnings for the remainder of his working life. He states that he was subsequently employed as President, Head - Employee Benefit Practice & New Initiatives at UIB Insurance Brokers (India) Pvt. Ltd. and is presently employed as a consultant with Interlink Insurance & Reinsurance Brokers Pvt. Ltd. as Practice Head-Health & Benefits at a still lower remuneration. The Plaintiff has stated that although he could claim higher compensation, he has restricted his claim to the impact of his termination upon his remuneration upon joining UIB

Insurance Brokers (India) Pvt. Ltd. He claims damages of Rs.3,67,97,082/- against Defendant Nos.4, 6, 7 and 8, or alternatively against Defendant Nos.3, 4, 6 and 7, on account of the alleged loss suffered due to his wrongful termination. (The detailed computation is appended as Annexure-29).

40. The Plaintiff has further pleaded that Defendant No.4 company was liable under the Payment of Gratuity Act, 1972 to pay certain amounts towards gratuity, which according to him had not been paid**. (**Copies of the relevant correspondence have been appended as Annexure-30). However, the Plaintiff states that the gratuity claim does not form part of the present suit and that he is pursuing his remedies before the appropriate forum under the Payment of Gratuity Act, 1972.

41. The Plaintiff has alleged that the victimization by Defendant No.3, Defendant No.4 company and its senior management, particularly Defendant Nos.1 and 2, continued even after his alleged wrongful suspension and

termination and withholding of gratuity. According to him, the Defendants thereafter commenced a smear campaign with the intention of destroying his credibility and professional reputation in the market. The Plaintiff relies upon the affidavits of Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra, which, according to him, establish the making of slanderous, defamatory, disparaging and maliciously false statements against him.

42. According to the Plaintiff, the aforesaid statements included allegations that he had acted unethically and committed financial irregularities in handling the information technology projects of Defendant No.4 company and had embezzled money by awarding contracts through unfair means to IT vendors; that he had accepted allegations of financial irregularities against him and had therefore been terminated; and that he had engaged in multiple underhand dealings with wellness companies with the intention of taking money out of Defendant No.4 company.

43. The Plaintiff has further pleaded that the affidavits of the aforesaid individuals demonstrate that the Defendants intended to derail his career and destroy his reputation in the insurance market and that, in these circumstances, he was constrained to institute the present suit.

44. According to the Plaintiff, the affidavits of Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra establish that defamatory statements were made against him and that his employment with Defendant No.4 company was wrongfully terminated. The Plaintiff contends that the natural meaning of the words used would cause right-thinking members of society to shun and avoid him and that the statements were calculated to disparage him in his profession and calling as a registered insurance broker. He has sought to rely upon the contents of the affidavits as part and parcel of the plaint without repeating the same.

45. The Plaintiff has stated that the aforesaid

statements and insinuations were false and maliciously made by the Defendants in a manner calculated to cause pecuniary damage to him in respect of his profession and calling and designed to lower his reputation in the insurance market.

46. According to the Plaintiff, the defamatory statements had the effect of lowering his reputation in the eyes of the aforesaid four individuals.

47. The Plaintiff has further pleaded that the Defendants may have made similar defamatory statements to other third parties of which he is presently unaware. According to him, in view of the alleged threat of further defamation and the contents of the affidavits, he is entitled to a decree of permanent injunction restraining the Defendants, their employees, agents, servants, affiliates and persons claiming under them from directly or indirectly making, publishing, republishing or circulating disparaging or defamatory statements or malicious falsehoods against him. The Plaintiff contends that he

would suffer irreparable harm and injury if such statements were circulated and that monetary compensation would not constitute an adequate remedy for the continuing harm.

48. The Plaintiff has further submitted that although the defamatory and disparaging statements and malicious falsehoods allegedly caused substantial loss and damage, the same cannot presently be accurately quantified as he is unaware whether such statements have been made to other entities or third parties. According to him, such apprehension is credible in view of the affidavits of Mr. Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra, which allegedly indicate that the Defendants had threatened to further malign and tarnish his reputation.

49. The Plaintiff has contended that the statements referred to in the affidavits, individually and cumulatively, constitute imputations amounting to malicious falsehoods, disparagement and defamation. According to him, such

statements have been "published" in law by reason of their utterance to the aforesaid individuals and are per-se defamatory, disparaging and maliciously false. He contends that the statements were calculated to harm his reputation, particularly in respect of his profession and calling, and had in fact lowered his reputation in that regard.

50. The Plaintiff has submitted that the alleged unwarranted character assassination and deliberate attacks upon his business reputation constitute actionable wrongs and expose the Defendants to compensatory as well as punitive, general as well as special damages under the law relating to defamation and wrongful termination. According to him, the liability of the Defendants is required to be considered in accordance with law and he is therefore entitled to a decree for damages on account of the alleged torts of defamation, disparagement and malicious falsehoods and the alleged wrongful termination of his employment with Defendant No.4 company.

51. The Plaintiff has pleaded that, through his advocates, he invited the Defendants for mediation by a mutually appointed third-party mediator by email dated 26/05/2020, calling upon them to respond within ten days. As no response was received, he instituted a suit before the City Civil Court, Bengaluru on 25/06/2020, which was numbered as O.S.No.177/2020. The said suit was thereafter withdrawn with permission of the Court. Subsequently, the Plaintiff initiated pre-litigation mediation through the State Legal Services Authority and issued notice dated 25/08/2020 to all the parties. According to him, no response was received and the District Legal Services Authority consequently declared the mediation to be a non-starter by report dated 28/09/2020. (Copies of the email dated 26/05/2020, notice dated 25/08/2020 and report dated 28/09/2020 have been appended as Annexure-31, Annexure-32 and Annexure-33 respectively. A copy of the order dated 12/08/2020 has been appended as Annexure-34).

52. As regards cause of action and limitation, the

Plaintiff has pleaded that the cause of action first arose on 18/07/2018 when Defendant Nos.2 and 3 allegedly uttered malicious falsehoods regarding him to Mr.Kanchan Mitra. According to him, the cause of action arose again on 24/07/2018 when Defendant No.2 allegedly made defamatory and disparaging statements to Mr.Pramod Kumar Pandey; on 23/08/2018 when Defendant No.1 allegedly made disparaging, defamatory and maliciously false statements to Mr.Vinoth Kumar; and again on 23/08/2018 when Defendant No.2 allegedly made defamatory and disparaging comments and malicious falsehoods to Ms.Vidya Ramachandran. The Plaintiff further states that the cause of action arose on 27/09/2018 when he was informed that his conduct did not meet the standards expected by Defendant No.4 and on 28/09/2018 when his services were terminated.

53. The Plaintiff has further pleaded that the cause of action arose during the first week of October 2018 when Defendant No.3 allegedly informed Mr.Kanchan Mitra that the allegations against the Plaintiff were fabricated and

manufactured as a ploy to pressurize him into accepting the charges and resigning from Defendant No.4 company. He states that the cause of action continued to arise on every subsequent occasion when similar statements were made to other third parties. He further refers to dates on which the aforesaid individuals informed him of their conversations with the Defendants and submits that such conversations demonstrated that the statements made by the Defendants had lowered his reputation. The Plaintiff apprehends that the cause of action continues as the Defendants are allegedly continuing to make defamatory and disparaging statements to unknown third parties. He therefore contends that the suit is within limitation.

54. With regard to territorial jurisdiction, the Plaintiff has pleaded that during his tenure with Defendant No.4 company he was employed at its Bengaluru office; that the meeting dated 17/07/2018 leading to his suspension took place in Bengaluru; and that the termination letter dated 28/09/2018 was also issued to him at Bengaluru. According to him, a part of the cause of

action therefore arose within the territorial jurisdiction of the Court at Bengaluru and the Court has jurisdiction under Section 20 of the Code of Civil Procedure, 1908.

55. The Plaintiff has further pleaded that he may become entitled to a higher amount of damages if it is discovered during the course of the proceedings that defamatory statements had been made to other third parties. He has therefore sought leave to pay higher ad valorem court fee upon determination of such amount and to add, amend or supplement the contents of the plaint at the appropriate stage.

56. On the basis of the aforesaid pleadings, the Plaintiff has sought the following reliefs:

> (a) A decree of permanent injunction restraining the Defendants, their partners, employees, agents, servants, affiliates and all persons claiming under them from making, publishing, republishing, sharing and/or circulating any disparaging and/or defamatory statements and/or malicious falsehoods against the Plaintiff;

(b) A decree in favour of the Plaintiff and against the Defendants in the nature of mandatory injunction directing the Defendants to make a public apology to the Plaintiff in a newspaper or periodical having, at a minimum, circulation among insurance professionals;

(c) A decree for damages, including compensatory and punitive damages, in favour of the Plaintiff and against Defendant Nos.1, 2 and 3 in a sum of Rs.1,00,00,000/- or such higher amount as may be determined by the Court on account of the alleged defamatory statements made by Defendant Nos.1, 2 and 3;

(d) A declaration that the Plaintiff's employment was wrongfully terminated by Defendant No.4;

(e) A declaration that Defendant Nos.4, 6, 7 and 8 are jointly and severally liable for the alleged wrongful termination on account of their commissions and omissions, including failure to adhere to the Whistleblower Code;

(f) In the alternative to prayer (e), a declaration that Defendant Nos.3, 4, 6 and 7 are jointly and severally liable for the alleged wrongful termination on account of their commissions and omissions, including failure

to adhere to the Whistleblower Code;

(g) A decree awarding general and special damages against Defendant Nos.4, 6, 7 and 8 in a sum of Rs.3,67,97,082/- in favour of the Plaintiff on account of the alleged wrongful termination;

(h) In the alternative to prayer (g), a decree awarding general and special damages against Defendant Nos.3, 4, 6 and 7 in a sum of Rs.3,67,97,082/- in favour of the Plaintiff on account of the alleged wrongful termination;

(i) An order awarding costs of the suit in favour of the Plaintiff and against the Defendants;

(j) An amount of Rs.10,00,000/- towards mental agony, anguish and harassment allegedly caused to the Plaintiff by the acts and conduct of the Defendants; and

(k) Such other or further order or orders or directions as the Court may deem fit and proper in the facts and circumstances of the case and in the interests of justice.

57. **Upon service of the suit summons the defendant No.1 appeared through their counsel and**

filed a detailed written statement as follows:-

58. Defendant No.1 has stated that the present Written Statement is filed by him, and that Defendant No.1 has gone through the contents of the plaint and is fully competent to depose and file the present Written Statement.

59. The Defendant No.1 has contended that the present suit is a gross abuse of the process of law and deserves to be dismissed with exemplary costs, as the same is vexatious, ill-motivated and bereft of any merit whatsoever.

60. The Defendant No.1 namely Mr. Rohit Jain, has stated that he is one of the promoters of Defendant No.4 as well as the Executive Chairman of Defendant No.4.

61. The Defendant No.1 has sought leave of the Court to adopt in its entirety the Written Statement filed on behalf of Defendant Nos.2 and 4 as his own Written Statement to the present suit. It is stated that the contents

thereof are not repeated for the sake of brevity, though the same may be read as forming part of the present Written Statement as those specifically set forth and traversed.

62. In addition to the same, the Defendant No.1 has made the following submissions in respect of certain paragraphs of the plaint specifically pertaining to him:

(i) With regard to Para 5 of the plaint, the defendant No.1 has contended that the contents thereof are wrong, frivolous and denied. It is specifically stated that no whistle-blowing complaint was ever made by the Plaintiff to the management of Defendant No.4. It is denied that the Plaintiff was victimized by the defendant No.1 for being a whistle blower or that he brought to light any alleged unethical practices and financial irregularities taking place at Defendant No.4.

(ii) With regard to Para 6 of the plaint, the defendant No.1 has contended that the contents thereof are false and wrong and hence denied. It is reiterated that the defendant No.1 is one of the promoters as well as the Executive

Chairman of Defendant No.4.

(iii) With regard to Para 19 of the plaint, the defendant No.1 has contended that the contents thereof are incorrect and distorted and hence denied. In response to the allegations made by the Plaintiff in Para 19 of the plaint, it is stated that the Plaintiff's demand regarding having a production sharing arrangement was never accepted by Defendant No.4 and, therefore, no commitment of such nature was ever made to the Plaintiff by the defendant No.1.

(iv) With regard to Para 20 of the plaint, the defendant No.1 has admitted the same only to the extent that in the year 2017 the Plaintiff had expressed his intention to resign from Defendant No.4 stating lack of professional growth. The remaining contents of the said paragraph have been denied as wrong. It is specifically denied that the Plaintiff agreed to continue in Defendant No.4 at the request of the defendant No.1. It is stated that no such request was ever made by the defendant No.1 to

the Plaintiff at any given time. It is further denied that the Plaintiff was offered benefits such as production sharing arrangements, recognition and enhanced role in the affairs of Defendant No.4 by the defendant No.1.

(v) With regard to Para 21 of the plaint, the defendant No.1 has contended that the contents thereof are wrong and false and hence denied. It is denied that around November 2017 the defendant No.1 started treating the Plaintiff with hostility. The allegations raised by the Plaintiff regarding falsification of the accounting books, questionable payments to unlicensed middlemen and his alleged role as a whistle blower in Defendant No.4 are denied in toto. It is stated that no complaint was made by the Plaintiff to the management of Defendant No.4 and, therefore, the question of the defendant No.1 meeting the Plaintiff with any retaliation or hostility in response to the same does not arise. The Plaintiff is stated to have made vague and unsubstantiated allegations of retaliatory treatment against the senior management of Defendant No.4 without placing a single document in support thereof.

(vi) With regard to Para 28 of the plaint, the defendant No.1 has contended that the contents thereof are false, repetitive and misleading and hence denied. It is vehemently denied that the management of Defendant No.4, including the defendant No.1, instead of investigating and resolving the so-called concerns highlighted by the Plaintiff, initiated a malicious process of victimizing and harassing the Plaintiff. Therefore, the question of the defendant No.1 spearheading such a process does not arise and the same is denied. It is also denied that the defendant No.1 threatened the Plaintiff with adverse employment consequences including suspension, discharge and termination of employment. The Plaintiff is stated to have sought to build a case that his termination from the employment of Defendant No.4 was a direct retaliation for the questions raised by him regarding certain payments made to third parties and vendors, falsification of accounting books and questionable payments to unlicensed middlemen to retain the business of government and state-owned organizations by the

defendant No.1 and other senior management of Defendant No.4. It is reiterated that the Plaintiff had not made any such complaint to the management of Defendant No.4 and, therefore, there was no question of any retaliation or response to the same. On the contrary, it is contended that the present suit is in retribution to Defendant No.4's refusal to agree to the Plaintiff's unlawful demands such as inordinate increase in salary etc. It is further reiterated that the Plaintiff's suspension during investigation and termination of employment were rightful, legal and justified.

(vii) With regard to Para 31 of the plaint, the defendant No.1 has contended that the contents thereof are wrong and denied. It is stated that the stance taken by Defendant No.4 was independent and without any involvement of Defendant Nos.7 and 8. The decision undertaken by Defendant No.4 was taken keeping in mind the severity of the allegations of financial misconduct against the Plaintiff.

(viii) With regard to Para 36 of the plaint, the defendant No.1 has contended that the contents thereof are false, frivolous and misleading and hence denied. It is vehemently denied that the defendant No.1 made any attempt to pressurize the Plaintiff to resign from his position. It is stated that the meeting held at The Imperial Hotel, New Delhi on 06.09.2018 was an attempt to explore the option of amicable settlement. The communications exchanged between the Plaintiff and representatives of Defendant No.4 between 31.08.2018 and 05.09.2018, relied upon by the Plaintiff in the said paragraph, nowhere suggest that the Plaintiff was ever forced to resign from his position. On the contrary, the email dated 31.08.2018 from the representative of Defendant No.4 to the Advocate of the Plaintiff clearly states that Defendant No.4 had duly provided its consent to the Plaintiff's offer of exploring amicable settlement and the same cannot be considered as coercion into resigning, as alleged or otherwise.

(ix) With regard to Para 37 of the plaint, the defendant No.1 has contended that the contents thereof

are entirely false and fabricated and hence denied. It is stated that the Plaintiff has sought to build a false and concocted story regarding Mr.Ashok Singh, Defendant No.5, having been coerced by the defendant No.1 along with other senior persons of Defendant No.4 to make disparaging statements against the Plaintiff. It is false and denied that Defendant No.5 was coerced or influenced in any manner whatsoever into making a narrative dictated by the defendant No.1. It is stated that, according to the Plaintiff, the sexual harassment complaint against Mr.Ashok Singh was not acted upon by the management of Defendant No.4 as he had agreed to their terms to depose falsely against the Plaintiff on the dictates of the defendant No.1 and other senior personnel of Defendant No.4. The defendant No.1 has contended that the aforesaid contention is absolutely false and baseless and the same is evident from the fact that, upon receipt of the anonymous sexual harassment complaint dated 04.06.2018 against Defendant No.5, the complaint was deliberated upon by the ICC members of Defendant No.4 and the same was closed

by way of ICC Report dated 10.07.2018. It is further stated that the allegations pertaining to the Plaintiff's misconduct came to light much after the closure of the sexual harassment case and have no connection with one another.

(x) With regard to Para 40 of the plaint, the defendant No.1 has contended that the contents thereof are false and distorted and hence denied. It is denied that during the intervening period between termination of his employment in September 2018 and the date of filing of the suit, the Plaintiff brought to light any alleged unethical and irregular practices of Defendant Nos.4, 6 and 7 companies and their personnel. On the contrary, it is contended that the Plaintiff, along with other ex-employees of Defendant No.4, had been indulging in a malicious campaign against Defendant No.4 and the defendant No.1 as a counterblast to the Plaintiff's termination from Defendant No.4. As regards the Plaintiff's contention that Defendant Nos.4, 6 and 7 had not taken any action against the defendant No.1 to protect the interest of the Plaintiff under the Whistle Blower Code, it is reiterated that there was no whistle-

blowing act by the Plaintiff for which he was required to be protected and, therefore, no action was required to be taken by Defendant Nos.4, 6 and 7 against the defendant No.1.

(xi) With regard to Para 41 of the plaint, the defendant No.1 has contended that the contents thereof are wrong and denied. It is reiterated that there was no whistle-blowing act on the part of the Plaintiff on account of which his interest was required to be protected. Furthermore, it is stated that Defendant Nos.6 and 7 had no involvement in the day-to-day functioning of Defendant No.4. It is reiterated that Defendant No.4 was never approached by the Plaintiff raising any issue or grievance with respect to the alleged financial irregularities in Defendant No.4. However, it is stated that solely on account of the Plaintiff approaching its global stakeholders by way of his email dated 13.10.2018, Defendant No.4 engaged an independent law firm to conduct an impartial assessment of the matter and report the findings to the Board of Defendant No.4. The aforesaid law firm

commenced its investigation by approaching the Plaintiff to seek all information and evidence relating to the alleged financial irregularities in Defendant No.4. However, it is contended that it is apparent from the contents of the correspondence relied upon by the Plaintiff, including the emails dated 18.12.2018 and 26.12.2018, that the Plaintiff did not provide any material, evidence or documents in support of his allegations with respect to financial improprieties in Defendant No.4 or the involvement of the defendant No.1 and even refused to participate in the inquiry which was being initiated by the aforesaid law firm. It is, therefore, contended that the allegations made by the Plaintiff are bogus and baseless and have been concocted to cover up his own wrongdoings in Defendant No.4 and to damage the reputation of the defendant No.1 in the industry.

(xii) With regard to Para 45 of the plaint, the defendant No.1 has contended that the contents thereof are false and frivolous and hence denied. It is stated that the Plaintiff was relieved from his duties on 28.09.2019

strictly in accordance with his employment with Defendant No.4 and was duly paid INR 55,11,445/- towards full and final amount, which included his salary for two months, the unpaid salary till that date and his contractual and statutory dues including gratuity ("full and final payment"), which was accepted by him without any protest or demur. It is contended that the affidavits of Mr.Vinoth Kumar, Mr.Vidya Ramachandra, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra filed along with the plaint have failed to establish that any disparaging or defamatory statements were made by the defendant No.1 against the Plaintiff to harm his reputation. It is stated that the defendant No.1 has never made any slanderous statement against the Plaintiff to any of the persons mentioned in the paragraph under reply. Three of them were Plaintiff's team members during his tenure with Defendant No.4 and, interestingly, they also resigned after the termination of the Plaintiff's employment. It is therefore contended that it is inconceivable that, out of all the employees of Defendant No.4, the defendant No.1 would choose to make any

negative or slanderous statement against the Plaintiff in front of only those persons who were close to the Plaintiff and were his apparent loyalists. The depositions of these persons are therefore stated to be false and motivated and cannot be relied upon.

(xiii) With regard to Para 55 of the plaint, the defendant No.1 has contended that the contents thereof are denied in their entirety as false and frivolous. It is stated that the Plaintiff has failed to make out any plausible cause of action to maintain the present action against the defendant No.1. It is further contended that the Plaintiff has miserably failed to clearly state the cause of action and that the plaint suffers from vagueness and ambiguity. According to the defendant No.1, it is trite in law that the cause of action must be real and true and not illusory or made out for creating an illusion of a cause of action. It is therefore contended that all the aforesaid ingredients are missing in the present plaint and hence the plaint deserves to be rejected.

63. In view of the facts and circumstances stated hereinabove, the defendant No.1 has contended that the present suit is clearly not maintainable against him and is being misused in law and on facts and therefore deserves to be dismissed with exemplary costs. The defendant No.1 has accordingly sought rejection of the reliefs claimed by the Plaintiff and has prayed that exemplary costs be imposed upon the Plaintiff for filing a false, frivolous and vexatious plaint.

64. **In response to the suit summons the defendant No.2 and 4 appeared through their counsel and filed their detailed written statement as under:-**

65. It is stated that the present Written Statement is filed by Defendant No.2 for himself and on behalf of Defendant No.4, together referred to as the "defendant no.2 and 4", and that the same is signed and verified by Defendant No.2, namely Mr. Vijay Suri, who has been authorized to do so by Board Resolution dated 02.09.2019.

66. At the outset, the defendant No.2 and 4 have

pointed out that the documents filed by the Plaintiff are not only dim and illegible, but are also incomplete and that the audio recordings relied upon by the Plaintiff are not audible. It is further stated that the documents filed by the Plaintiff have not been numbered properly, causing extreme difficulty to the defendant No.2 and 4 in comprehending the contentions of the Plaintiff and providing a response to the same. Therefore, the defendant No.2 and 4 have sought liberty to add, supplement, amend or modify the present Written Statement and documents filed along with the same by way of additional affidavit(s) and/or documents in case the need so arises. The defendant No.2 and 4 have also sought leave of the Court to put on record any document/fact at any time during the pendency of the proceedings and as and when they receive or become aware of such information/document/fact.

67. Before adverting to the various allegations contained in the suit, the defendant No.2 and 4 have sought leave to raise certain preliminary objections and submissions regarding the maintainability of the suit,

without prejudice to one another.

68. The defendant No.2 and 4 have contended that the present suit is a gross abuse of the process of law and deserves an outright dismissal with exemplary costs, as being vexatious, ill-motivated and bereft of any merit whatsoever. It is contended that the present suit has been filed with an oblique and ulterior motive to harass and arm-twist the defendant No.2 and 4. According to them, the present suit is highly misconceived, devoid of merits, not maintainable in law, false, frivolous and replete with factual inaccuracies and contains incorrect and misconceived submissions. It is further contended that the allegations are vague, indeterminate and without any merits, details or particulars. The Plaintiff has sought to file the present suit under the provisions of the Commercial Courts Act, 2015, hereinafter referred to as the "Commercial Courts Act". However, according to the defendant No.2 and 4, the Plaintiff has failed to adhere to the mandatory requirements provided under the Commercial Courts Act. It is specifically contended that the

documents filed along with the plaint are not in accordance with the provisions of the Commercial Courts Act. The Plaintiff has failed to specify whether the documents in his power, possession, control or custody are originals, office copies or photocopies. It is further contended that the Plaintiff was also required to specify the mode of execution, issuance or receipt and line of custody of each document relied upon by him in the suit. Hence, according to the defendant No.2 and 4, the present suit filed by the Plaintiff is liable to be dismissed on this ground alone.

69. Without prejudice to the above, the defendant No.2 and 4 have contended that the subject matter in question is not a commercial dispute as envisaged under Section 2(1)(c) of the Commercial Courts Act. According to them, the Plaintiff has failed to explain as to how the present dispute falls within the domain of the Commercial Courts Act. It is contended that the Hon'ble Apex Court in a catena of judgments has reiterated that only disputes which strictly fall under the definition of "commercial" must be entertained by the Commercial Courts. Hence,

according to the defendant No.2 and 4, the suit is not maintainable in its present form and is liable to be dismissed.

70. The defendant No.2 and 4 have further contended that the Plaintiff has failed to make any averment in the plaint stating as to how the present dispute falls within the purview of a commercial dispute arising out of an ordinary transaction of a merchant or bankers or financiers or traders. It is submitted that in the present suit, the Plaintiff has alleged wrongful termination of his services from Defendant No.4 and has prayed for damages on this account as well as a decree of permanent injunction restraining the Defendants and their employees from allegedly publishing defamatory statements against the Plaintiff, which according to the defendant No.2 and 4 does not fall under the definition of a commercial transaction. Without prejudice to the aforesaid, the defendant No.2 and 4 have stated that they have neither published any defamatory statements against the Plaintiff nor intend to do so.

71. Furthermore, the defendant No.2 and 4 have contended that the suit is barred by limitation in respect of the cause of action pertaining to defamation and consequential reliefs (a), (b) and (c) sought by the Plaintiff. Assuming without admitting that any defamatory statements were made by the defendant No.2 and 4 against the Plaintiff, it is contended that the same pertained to almost three years back. According to the Plaintiff, the defendant No.2 and 4 made defamatory statements against the Plaintiff to Mr.Vinoth Kumar, Mr.Vidya Ramachandra, Mr. Pramod Kumar Pandey and Mr.Kanchan Mitra on various dates between July 2018 to September 2018 and the last occasion when these persons allegedly informed the Plaintiff of the alleged defamatory remarks was in February 2019. Therefore, according to the defendant No.2 and 4, the cause of action, if any, with respect to the alleged defamation against the Plaintiff last arose in February 2019, which is clearly barred by the law of limitation.

72. It is further contended that this Court lacks

territorial jurisdiction to adjudicate upon the issues raised in the present suit. The Plaintiff has alleged wrongful termination of his employment from Defendant No.4 and consequent damages. It is pointed out that the appointment letter dated 01.01.2011, hereinafter referred to as the "Employment Agreement", of the Plaintiff specifically provides for jurisdiction of New Delhi Courts. Furthermore, the employer of the Plaintiff, namely Defendant No.4, has its registered office at New Delhi. Hence, according to the defendant No.2 and 4, the present suit has been wrongly filed before this Court and is liable to be dismissed.

73. The defendant No.2 and 4, save and except what is a matter of record, have denied and disputed each and all averments and contentions made in the suit by the Plaintiff, unless specifically and expressly admitted by them.

74. The defendant No.2 and 4 have contended that the present suit is evidently a counterblast to the

investigation conducted by Defendant No.4 against the Plaintiff for his suspected financial misconduct during his employment with Defendant No.4 and the termination of his employment, which was carried out in accordance with the provisions of his Employment Agreement with Defendant No.4.

75. The defendant No.2 and 4 have contended that the present suit is nothing but a wilfull malicious campaign of the Plaintiff in collusion with some of the ex-employees of Defendant No.4, to cause wrongful loss to Defendant No.4 and extort monetary benefits. It is stated that the ex-employees of Defendant No.4, who have sought to falsely depose in favour of the Plaintiff, were working with him and were part of his team. As such, according to the defendant No.2 and 4, their depositions are biased, engineered and cannot be relied upon. As regards Mr.Kanchan Mitra, it is stated that he was the Head of Human Resource in Defendant No.4 at the relevant time and was apparently closely associated with the Plaintiff. According to the defendant No.2 and 4, he has falsely

deposed in favour of the Plaintiff that he came to know about the suspension of the Plaintiff from Defendant No.3, whereas, being the Head of HR, he was himself involved in the entire process and was therefore aware of the Plaintiff being suspended from work. Similarly, it is contended that he falsely deposed that the sexual harassment complaint against Defendant No.5 was not properly perused by the Internal Complaints Committee (ICC) of Defendant No.4. It is submitted that Kanchan Mitra was part of the ICC meetings and was fully involved in the decision of closure of the complaint against Defendant No.5 and had signed the ICC Report as a member of the ICC Committee. It is therefore contended that the contentions raised by Kanchan Mitra in his affidavit are not only false, but clearly concocted to suit the case of the Plaintiff and accordingly it is prayed that appropriate criminal proceedings be initiated against him.

76. The defendant No.2 and 4 have stated that the Plaintiff was relieved from his duties on 28.09.2018 strictly in accordance with his Employment Agreement with

Defendant No.4 and was duly paid INR 55,11,445/- towards full and final amount, which included his salary for two months, the unpaid salary till that date and his contractual and statutory dues ("full and final payment"), which was accepted by him without any protest or demur. It is stated that not only was no amount withheld, but while terminating the employment of the Plaintiff, sufficient care was taken to relieve him in a manner that he would not face any difficulty in getting new employment for himself. The defendant No.2 and 4 rely upon the fact that after leaving Defendant No.4, the Plaintiff had successfully secured respectable employment for himself and that too on a sufficiently high compensation. It is stated that the last drawn salary of the Plaintiff with Defendant No.4 was Rs.13,58,334/- per month and that he joined a brokering firm named M/s UIB Insurance Brokers (India) Pvt. Ltd. as the President, Head Employee Benefit Practice and New Initiatives at a yearly salary of INR 1,38,54,699/- (One Crore Thirty-Eight Lakhs Fifty-Four Thousand Six Hundred and Ninety-Nine) and entitlement to retention

bonus of Rs.1,00,00,000/- (One Crore) upon completion of 3 years in the organisation. Thereafter, the Plaintiff was employed as a consultant with Interlink Insurance and Reinsurance Brokers Private Limited.

77. The defendant No.2 and 4 have stated that the Plaintiff's association with Defendant No.4 began in 2011 when he was appointed as "Executive Vice President" in Almondz Insurance Brokers Pvt. Ltd., hereinafter referred to as "Almondz Insurance", which was an independent insurance broker company. Almondz Insurance was incorporated in the year 2003 in the name of "ASL Insurance Brokers Private Limited". In 2007, the company changed its name from "ASL Insurance Brokers Private Limited" to "Almondz Insurance Brokers Pvt Ltd" by issuing a fresh incorporation certificate. In 2017, Willis Europe BV, Defendant No.6, purchased 49% shares in Almondz Insurance Brokers Pvt Ltd. and thereafter the name of the company was changed to Willis Towers Watson India Insurance Brokers Pvt Ltd., i.e., Defendant No.4.

78. The defendant No.2 and 4 have stated that the Plaintiff was the head of Health and Benefits (H&B) practice, hereinafter referred to as "H&B practice", in Defendant No.4 and was accordingly responsible for all wellness and professional expenses including selection of IT vendors, finalization of services required from them and clearance of their bills. (Relevant emails describing the Plaintiff's role and involvement in payment to the vendors are stated to have been annexed as ANNEXURE D1)

79. The defendant No.2 and 4 have stated that sometime in 2018 they had reasons to suspect that the Plaintiff was involved in various illegal, gratuitous and unwarranted activities which were against the interest of Defendant No.4. In this regard, it is stated that on 13.07.2018, Defendant No.4 received a complaint against the Plaintiff that he was involved in facilitation of payments made to the clients of Defendant No.4 through third-party administrators. It was also stated in the complaint that the Plaintiff had made some financial commitment to some clients and, incidentally, Defendant No.5 had collected a

packet, presumably containing cash, from one of the third-party administrators, hereinafter referred to as "TPAs", and handed it over to the Plaintiff to fulfil the commitment made by him to a client. Such an act on the part of an employee, according to the defendant No.2 and 4, was completely in violation of the standards of professionalism and integrity set by Defendant No.4. Furthermore, it is stated that there were several issues with the Plaintiff with respect to wellness activities. Defendant No.4 and its compliance wing wanted proper diligence and verification of the Plaintiff's actions, which he never agreed to, thereby making Defendant No.4 even more suspicious. (Relevant complaint dated 13.07.2018 is stated to have been annexed as ANNEXURE-D2).

80. Thereafter, on 16.07.2018, an email was sent by Defendant No.5 to the representatives of Defendant No.4 wherein Defendant No.5 sought to clarify his position and asserted that he had acted on the instructions of the Plaintiff. (Email dated 16.07.2018 is stated to have been annexed as ANNEXURE D3).

81. Accordingly, on 17.07.2018, a meeting with the Plaintiff was called by the representatives of Defendant No.4 to investigate the aforesaid issues pertaining to the Plaintiff, which, however, proved to be inconclusive.

82. The defendant No.2 and 4 have stated that pursuant to the meeting held on 17.07.2018, the Plaintiff had to be suspended from work pending the enquiry/investigation into the suspected financial misconduct. It is stated that before suspending the Plaintiff, he was requested to avail paid leave till the investigation was concluded. However, the Plaintiff refused to avail the same, as a result of which Defendant No.4 was constrained to suspend him from work in the interest of conducting a free and fair fact-finding exercise into the allegations levelled against him. The Plaintiff's suspension was duly communicated to him by way of an email of the same date, i.e., 17.07.2018, wherein it was categorically mentioned that the Plaintiff was being placed on suspension for reviewing the matter and that he would be required to attend the workplace only for investigative

interviews or disciplinary hearings.

83. During the investigation, the Plaintiff was requested to provide the details and documents with respect to financial handling of the clients of Defendant No.4, but the Plaintiff failed to do so. Pursuant to the investigation, Defendant No.4 believed that the conduct of the Plaintiff did not meet the standards expected by it. However, in the absence of any conclusive evidence of financial misconduct against the Plaintiff, on 27.09.2018 Defendant No.4 decided to revoke the suspension of the Plaintiff. Thereafter, the Employment Agreement of the Plaintiff was terminated on 28.09.2018 by Defendant No.4 strictly in terms of the provisions of the Employment Agreement, by releasing two months' salary in lieu of notice and clearing all the previous dues of the Plaintiff.

84. The defendant No.2 and 4 have contended that the Plaintiff has sought to build a case that his termination from the employment of Defendant No.4 was a direct retaliation for the questions raised by him regarding

certain payments made to third parties and vendors, falsification of accounting books and questionable payments to unlicensed middlemen to retain businesses of government and state-owned organisations by the senior management of Defendant No.4. It is pointed out that there has not been any such complaint made by the Plaintiff to the management of Defendant No.4 and, therefore, the question of any retaliation or response to the same does not arise. According to the Answering Defendants, the Plaintiff has blatantly made vague and unsubstantiated allegations of retaliatory treatment without placing a single document in support of the same. On the contrary, the present suit is contended to be a counterblast to Defendant No.4's refusal to agree to the Plaintiff's unlawful demands and the eventual termination of his employment.

85. The defendant No.2 and 4 have stated that pursuant to the termination of employment of the Plaintiff from Defendant No.4, he was successfully employed with M/s UIB Insurance Brokers (India) Pvt. Ltd. at a respectable position of "President, Head-Employee Benefit

Practice & New Initiatives" with yearly salary of INR 1,38,54,699/- (One Crore Thirty-Eight Lakhs Fifty-Four Thousand Six Hundred and Ninety-Nine) and entitlement to retention bonus of Rs.1,00,00,000/- (One Crore) upon completion of 3 years in the organisation. Thereafter, the Plaintiff was employed as a consultant with Interlink Insurance and Reinsurance Brokers Private Limited. According to the defendant No.2 and 4, the aforesaid clearly negates the Plaintiff's allegations with respect to any kind of defamation to his reputation or lowering his image in the industry or in front of the public at large, let alone causing any monetary damage to him on this account. It is contended that had the Plaintiff been subject to any sort of loss of reputation or image, he would not have been able to secure a respectable and high-paying employment for himself.

86. The defendant No.2 and 4 have contended that the affidavits of Mr.Vinoth Kumar, Mr.Vidya Ramachandra, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra filed along with the plaint have failed to

establish that any disparaging or defamatory statements were made by the defendant No.2 and 4 against the Plaintiff. It is contended that the aforesaid affidavits are not only false and concocted but clearly malicious acts of implicating the Defendants, arm-twisting them and ultimately extorting money from them. The defendant No.2 and 4 have reserved their right to take appropriate legal action against the aforenamed persons for filing false and defamatory affidavits thereby maligning the goodwill and reputation of the Defendants and causing loss of reputation, mental pain and agony to the Defendants herein.

87. The defendant No.2 and 4 have stated that the contents of Paras 1 and 2 of the plaint are a matter of record.

88. The defendant No.2 and 4 have denied the contents of Para 3 of the plaint, save and except what is a matter of record. It is denied that the defendant No.2 and 4 have made false, disparaging and defamatory statements

against the Plaintiff. It is also denied that the Plaintiff is entitled to damages for loss of reputation in connection with his profession as alleged or otherwise. It is further denied that the Plaintiff is entitled to seek damages in relation to the wrongful termination of his employment and slanderous statements allegedly made against him. It is submitted that the defendant No.2 and 4 have never made any slanderous statement in respect of the Plaintiff to the persons named in the paragraph under reply. Out of the four persons named therein, three were Plaintiff's team members during his tenure with Defendant No.4 and, interestingly, they also resigned after the termination of the Plaintiff's employment. It is therefore contended that it is inconceivable that, out of all the employees of Defendant No.4, Defendant No.2 would choose to make any negative or slanderous statement against the Plaintiff in front of only those persons who were close to the Plaintiff and were his apparent loyalists. The depositions of these persons are therefore stated to be false and motivated and cannot be relied upon.

89. The defendant No.2 and 4 have stated that the contents of Para 4 of the plaint are denied as false, frivolous and misleading. It is denied that the defendant No.2 and 4 have made any false, defamatory, malicious and disparaging statements. It is also denied that the defendant No.2 and 4 have caused any monetary and pecuniary loss by terminating the services of the Plaintiff. It is stated that, after one month of termination of his employment from Defendant No.4, the Plaintiff was successfully employed with M/s UIB Insurance Brokers (India) Pvt. Ltd. at a respectable position of "President, Head-Employee Benefit Practice & New Initiatives" with yearly salary of INR 1,38,54,699/- (Rupees One Crore Thirty-Eight Lakhs Fifty-Four Thousand Six Hundred and Ninety-Nine) and entitlement to retention bonus of Rs.1,00,00,000/- (Rupees One Crore) upon completion of 3 years in the organisation. Thereafter, the Plaintiff was employed as a consultant with Interlink Insurance and Reinsurance Brokers Private Limited. The aforesaid, according to the defendant No.2 and 4, clearly negates the

Plaintiff's allegations with respect to any kind of defamation to his reputation or lowering his image in the industry or in front of the public at large, let alone causing any monetary damage to him on this account. The affidavits of Mr.Vinoth Kumar, Mr.Vidya Ramachandra, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra filed along with the plaint are stated to have failed to establish that any disparaging or defamatory statements were made by the defendant No.2 and 4 against the Plaintiff. The aforesaid affidavits are contended to be false and concocted and clearly malicious acts of implicating the Defendants and arm-twisting them to extort money from them.

90. The defendant No.2 and 4 have stated that the contents of Para 5 of the plaint are a matter of record to the extent that the Plaintiff is an insurance broker by profession and was employed by Defendant No.4 until 2018. The remaining contents of the paragraph under reply are denied as false and baseless. It is vehemently denied that the Plaintiff was victimized during his tenure with Defendant No.4 or that he was acting as a whistle blower in

Defendant No.4. It is stated that the Plaintiff was employed with Defendant No.4, earlier known as Almondz Insurance, since 2011. The Plaintiff has failed to place on record any whistle-blowing complaint alleging corrupt or unethical practices and financial irregularities from the records of Defendant No.4, earlier known as Almondz Insurance, to substantiate his allegations. The entire story of victimization on account of being a whistle blower is contended to be nothing but a counterblast to the termination of his Employment Agreement. In this regard, the defendant No.2 and 4 have reiterated and relied upon the contents of Paras 9 to 13 of the preliminary submissions, which are not repeated for the sake of brevity.

91. The defendant No.2 and 4 have stated that the contents of Para 6 of the plaint are wrong and denied. It is stated that Defendant No.1, Mr.Rohit Jain, is a senior management person holding a respectable position in Defendant No.4. He is the promoter as well as the Executive Chairman of Defendant No.4 (broking entity).

92. The defendant No.2 and 4 have stated that the contents of Para 7 of the plaint are correct to the extent that Defendant No.2 is the Managing Director and Principal Officer of Defendant No.4. It is denied that the Plaintiff was wrongfully suspended and terminated. It is further denied that any acts of Defendant No.2 have defamed the Plaintiff in any manner as alleged or otherwise.

93. The defendant No.2 and 4 have stated that the contents of Para 8 of the plaint do not pertain to them and hence no response is required from them.

94. The defendant No.2 and 4 have stated that the contents of Para 9 of the plaint are correct to the extent that Defendant No.4, Willis Towers Watson India Insurance Brokers Private Limited, is a company incorporated under the Companies Act, 1956 wherein the Plaintiff was employed and subsequently terminated.

95. The defendant No.2 and 4 have stated that the contents of Para 10 of the plaint are wrong and denied except that Defendant No.5 was employed as Senior Vice

President Health & Benefits at Defendant No.4. It is vehemently denied that Defendant No.5 was coerced and threatened in any manner by senior personnel of Defendant No.4. It is stated that Defendant No.5, being a senior employee in the company, on his own volition reported about the Plaintiff's financial misconduct which led to the investigation against the Plaintiff.

96. As regards the sexual harassment case against Defendant No.5, it is stated that the same was duly investigated by the Internal Complaints Committee (ICC) of Defendant No.4 upon receipt of an anonymous complaint dated 04.06.2018. Pursuant to receipt of the complaint, an internal meeting was held amongst the ICC members and training sessions were also held on 06.06.2018 at Mumbai, 13.06.2018 at Delhi and 18.06.2018 at Bangalore. Despite the best efforts of the defendant No.2 and 4, during these sessions no one came forward and, as such, the identity of the complainant could not be revealed. All the employees were encouraged to report if they had any complaint, but nobody responded. In these circumstances, the ICC

Committee internally deliberated on 02.07.2018 upon the complaint and concluded that no prima-facie case of sexual harassment could be made against Mr.AshokSingh. Mr.Kanchan Mitra was part of that meeting and had signed the ICC Report as a member of the POSH Committee. Therefore, the contention of Mr.Kanchan Mitra in his affidavit, as alleged or otherwise, is stated to be false and malicious.

97. The defendant No.2 and 4 have stated that the contents of Para 11 of the plaint do not pertain to them and hence no detailed response is required. It is, however, clarified that Defendant No.6 is the minority shareholder of Defendant No.4 holding 49% of its share capital and has minority representation on the Board of Directors of Defendant No.4, with two nominee directors out of a total Board strength of five members. Furthermore, Defendant No.6 does not exercise control or supervision over the day-to-day business activities of Defendant No.4.

98. The defendant No.2 and 4 have stated that the

contents of Para 12 of the plaint do not pertain to them and detailed response is not required. It is, however, denied that Defendant No.4 is the Indian affiliate of Defendant Nos.6 and 7. It is submitted that Defendant No.4 is an independent entity and Defendant Nos.6 and 7 neither interfere nor control or supervise its day-to-day business.

99. The defendant No.2 and 4 have stated that the contents of Para 13 and 14 of the plaint do not pertain to them and hence need no reply.

100. The defendant No.2 and 4 have stated that the contents of Para 15 of the plaint are denied for want of knowledge. It is stated that the defendant No.2 and 4 did not have any association with Willis Group Holdings PLC until it merged with Towers Watson & Co. and acquired stakes in Almondz Insurance in the year 2017. Therefore, the Plaintiff's prior experience with Willis Group Holdings PLC is denied for want of knowledge. Furthermore, the correspondence exchanged between Willis Group and

Almondz Insurance regarding exclusive correspondent broker and offer of employment dated 12.12.2010 to the Plaintiff is also denied for want of knowledge, as the defendant No.2 and 4 are not privy to the same. As regards the Plaintiff's appointment with Almondz Insurance in 2011, the same is stated to be a matter of record.

101. The defendant No.2 and 4 have stated that the contents of Paras 16 and 17 of the plaint are a matter of record and need no reply.

102. The defendant No.2 and 4 have stated that the contents of Para 18 of the plaint are denied for want of knowledge. It is denied that during the Plaintiff's tenure with Defendant No.4, the H&B practice saw massive growth in terms of clients, employees, business and revenue or that under his supervision Defendant No.4 became the largest direct revenue generating business. It is further denied that Defendant No.4's aggregate revenue crossed Rs.150,00,00,000/- (Rupees One Hundred and Fifty Crores) during the Plaintiff's combined tenure with

the Willis Group through its aforementioned phases of complex restructuring and reorganization, including his employment with Defendant No.4. Without prejudice to the aforesaid, it is submitted that revenue generation is a team effort in any organization. Defendant No.4 had 109 employees in H&B department, which was headed by the Plaintiff, and the total revenue of the company for the financial year 2017-18 was Rs.82 crores, out of which the revenue of H&B department of Defendant No.4 was only Rs.29.26 crores and not Rs.150 crores as alleged.

103. The defendant No.2 and 4 have stated that the contents of Para 19 of the plaint are incorrect, distorted and fanciful and hence denied. The Plaintiff's claim to have possessed an MS Degree in Risk Management and a Certificate as the Employee Benefits Specialist is stated to be a routine qualification for any insurance broker at his level and is not stated to have any extraordinary bearing on the defendant No.2 and 4's visibility in H&B practice. It is denied that the Plaintiff was consistently recognized as an excellent employee within Defendant No.4. The appraisal

letters issued by Almondz Insurance and Defendant No.4 are stated to nowhere suggest that the Plaintiff was recognized as an excellent employee as alleged or otherwise. The Plaintiff's appraisal was a routine yearly exercise, which, according to the defendant No.2 and 4, clearly shows that he was given due credit for his services in the organization. Despite being duly compensated and regularly rewarded for his performance, the Plaintiff was not satisfied with the same. The Plaintiff's concerns with respect to lack of growth etc. were internally discussed amongst the senior management of Defendant No.4. However, the Plaintiff's demand regarding having a production sharing arrangement was never accepted and, therefore, no commitment of such nature was ever made to the Plaintiff by the defendant No.2 and 4. As such, the allegation of the Plaintiff in this regard is denied. It is also denied that the Plaintiff was critical to the operations of Defendant No.4 or that, for that reason, he was tasked with executing various documents which were to be filed with the IRDAI on behalf of Defendant No.4. It is submitted that,

being one of the key personnel of Defendant No.4, details of the Plaintiff were required to be filed with the IRDA, although no special or specific role was assigned to him.

104. The defendant No.2 and 4 have stated that the contents of Para 20 of the plaint are correct only to the extent that in 2017 the Plaintiff had expressed his intention to resign from Defendant No.4 stating lack of professional growth and career path. The remaining contents of the paragraph under reply are stated to be wrong, distorted and whimsical and hence denied. It is particularly denied that the Plaintiff continued in the company only on account of repeated requests from the senior management of Defendant No.4 as alleged or otherwise. It is denied that the Plaintiff was offered benefits like production sharing arrangements, recognition and enhanced role in the affairs of Defendant No.4. The defendant No.2 and 4 have sought leave to treat the contents of the preceding paragraph as part and parcel of the present paragraph and have stated that the same are not repeated for the sake of brevity.

105. The defendant No.2 and 4 have stated that the contents of Para 21 of the plaint are false, repetitive and misleading and hence denied. It is denied that the senior management of Defendant No.4, particularly Defendant Nos.1 and 2, treated the Plaintiff with hostility from around November 2017 for any reason whatsoever. The allegations regarding falsification of accounting books and questionable payments to unlicensed middlemen and playing the role of a so-called whistle blower in Defendant No.4 are stated to be mere figments of the Plaintiff's imagination and are denied in toto. It is reiterated that no whistle-blowing complaint has ever been made by the Plaintiff to Defendant No.4. Therefore, according to the defendant No.2 and 4, there is no question of treating the Plaintiff with hostility from around November 2017 as alleged in the paragraph under reply.

106. On the contrary, the defendant No.2 and 4 have contended that the Plaintiff has made this concoction of facing retaliation and hostility from Defendant No.4 solely to arm-twist the defendant No.2 and 4 and extort unjust

monetary benefits from them. It is stated that the records reveal that despite getting an increment in June 2017, in and around July-August 2017 the Plaintiff had started raising concerns regarding inadequate rise in compensation levels, lack of career growth and demanded further monetary benefits along with enhanced role in the organization. The defendant No.2 and 4 duly discussed his concerns and suitably rewarded him with performance bonus as well as increased his salary in April 2018, which is stated to be evident from the letter dated 12.04.2018, at page 255 of the Plaintiff's documents, issued by Defendant No.4 to the Plaintiff. However, the Plaintiff was suspected to be indulging in unethical practices such as facilitation of payments made to the clients of Defendant No.4 through a third-party administrator. It is stated that when the aforesaid misconduct came to light and the Plaintiff was questioned and subsequently suspended from work to review the entire issue, he concocted the theory of facing retaliation on account of being a whistle blower in the company. It is reiterated that termination of the Plaintiff's

employment was not in retaliation to any whistle-blowing act on his part and was simply in accordance with the contractual provisions of his Employment Agreement with Defendant No.4.

107. It is further denied that Defendant No.4 was indulging in unethical practice, let alone sub-broking practice, as alleged or otherwise. The Plaintiff's malicious threats to report the alleged practices to concerned Insurance authorities or any such mischievous actions taken by him are stated to be liable to be suitably and appropriately defended by the defendant No.2 and 4 at the Plaintiff's risk and cost.

108. The defendant No.2 and 4 have stated that the contents of Para 22 of the plaint are false, repetitive and misleading and hence denied. It is denied that the code of conduct of Defendant No.7 governs Defendant No.4 and that the Plaintiff has followed the procedure set out therein. It is submitted that Defendant No.4 has its own Code of Conduct and Employee Manual. The Employee

Manual was adopted by the Board of Defendant No.4 on 31.10.2011 and the Code of Conduct was adopted on 06.07.2017. (Copy of the Code of Conduct of Defendant No.4 is stated to have been annexed as ANNEXURE D4). Furthermore, all day-to-day functions of Defendant No.4 are carried out without any interference from Defendant Nos.6 or 7. It is reiterated that the Plaintiff has never reported any whistle-blowing complaint and the contention raised in this regard is stated to be nothing but an attempt to malign the defendant No.2 and 4 and arm-twist them into succumbing to his illegal and mala-fide demands.

109. The defendant No.2 and 4 have stated that the contents of Para 23 of the plaint are wrong and misleading and hence denied. It is submitted that the defendant No.2 and 4 are not privy to the alleged WhatsApp messages, phone calls and meetings between the Plaintiff and Mr.Cedric Luah and, therefore, the authenticity and contents of the same cannot be verified by the defendant No.2 and 4. Without prejudice to the aforesaid, it is submitted that the messages exchanged between the

Plaintiff and Mr.Cedric Luah appear to be incomplete and nowhere suggest that the Plaintiff had reported any kind of fictitious transaction, financial irregularity or phantom pay-outs in Defendant No.4 as alleged in the paragraph under reply. Furthermore, the email dated 06.08.2017 from Mr.Cedric Luah to Defendant No.1 nowhere mentions that the Plaintiff reported the aforesaid irregularities to Mr.Cedric Luah. In fact, the said email categorically states that the Plaintiff had raised concerns about "changing of its vendor, the restrictions being put on wellness initiatives.... changes of the benefits schemes that effects the team members etc." Pertinently, the Plaintiff was head of H&B practice area and, according to the defendant No.2 and 4, it is evident from the aforesaid email that the concerns raised by the Plaintiff pertained to his practice area and not regarding financial irregularity of any sort in Defendant No.4 as alleged in the paragraph under reply.

110. The defendant No.2 and 4 have stated that the contents of Para 24 of the plaint are false and fabricated and hence denied. It is denied that there were any kind of

improprieties and anti-regulatory practices in Defendant No.4 which were reported to the senior personnel of Defendant No.7. The Plaintiff is stated to have made bald allegations against Defendant No.4 without substantiating the same with any documentary evidence.

111. The defendant No.2 and 4 have stated that the contents of Para 25 of the plaint are false and baseless and hence denied. It is stated that the compliance officer of Defendant No.4, Ms.M.Soundarya, never received any correspondence regarding alleged improprieties taking place at Defendant No.4 and, therefore, there was no question of covering up or mishandling the situation.

112. The defendant No.2 and 4 have stated that the contents of Paras 26 and 27 of the plaint are false, repetitive and misleading and hence denied. Detailed submissions in this regard have been made in Para 22 above and the defendant No.2 and 4 have sought to refer and rely upon the same in response to the contents of the paragraphs under reply, which are not repeated for the

sake of brevity. Without prejudice to the aforesaid, it is reiterated that the Plaintiff was not involved in any whistle-blowing activity either at Almondz Insurance or at Defendant No.4 where he was employed and, therefore, the alleged Whistleblowing Code has no relevance or application in the Plaintiff's matter.

113. The defendant No.2 and 4 have stated that the contents of Para 28 of the plaint are false, repetitive and misleading and hence denied. It is vehemently denied that the management of Defendant No.4, instead of investigating and resolving the so-called concerns highlighted by the Plaintiff, initiated a malicious process of victimizing and harassing the Plaintiff. It is also denied that Defendant No.4 threatened the Plaintiff with adverse employment consequences including suspension, discharge and termination of employment. The Plaintiff has sought to build a case that his termination from the employment of Defendant No.4 was a direct retaliation for the questions raised by him regarding certain payments made to third parties and vendors, falsification of

accounting books and questionable payments to unlicensed middlemen to retain businesses of government and state-owned organisations by the senior management of Defendant No.4. As stated above, there has not been any such complaint made by the Plaintiff to the management of Defendant No.4 and, therefore, there is no question of any retaliation or response to the same. The Plaintiff has blatantly made vague and unsubstantiated contentions of facing retaliatory treatment without placing any document in support of the same. On the contrary, the present suit is contended to be in retaliation to the Defendant's refusal to agree to the Plaintiff's unlawful demands such as inordinate increase in salary etc. and subsequent termination of his employment. It is reiterated that the Plaintiff's suspension and subsequent termination were rightful, legal and justified. In this regard, Paras 4 to 8 of the preliminary submissions narrating the events leading to the termination of the employment contract are reiterated and relied upon, but not repeated herein for the sake of brevity.

114. The defendant No.2 and 4 have stated that the contents of Para 29 of the plaint are incorrect, distorted and misleading and hence denied. It is submitted that on 13.07.2018, Defendant No.4 had received a written complaint from Defendant No.5 regarding the Plaintiff being involved in financial irregularities. It was brought to the attention of the defendant No.2 and 4 that the Plaintiff was involved in facilitation of some payments made to a client of Defendant No.4 through a third-party administrator. Such an act on the part of an employee of the company being completely in violation of the standards of professionalism and integrity set by Defendant No.4 mandated proper investigation. Accordingly, on 17.07.2018, a meeting was called by the representatives of Defendant No.4 with the Plaintiff to investigate these issues. It is denied that the Plaintiff had not been provided any substantive details or information in relation to the proposed meeting. As regards the presence of Defendant No.3 in the meeting, it is submitted that although Defendant No.3 was not on the payrolls of Defendant No.4,

being an employee of the group company, she performed various overlapping roles in Defendant No.4 and her presence did not cause any prejudice to the Plaintiff in the investigation. It is denied that there is any bar in law on such involvement of a person who is not on the employment and rolls of the Company.

115. The defendant No.2 and 4 have stated that the contents of Para 30 of the plaint are false, incorrect and misleading and hence denied. It is denied that during the meeting held on 17.07.2018 the Plaintiff was not provided with the details and particulars of the allegations against him. It is further denied that the Plaintiff was not given any opportunity to deny, rebut or clarify these allegations. It is submitted that pursuant to the aforesaid meeting held on 17.07.2018, the Plaintiff was suspended from work solely for the purpose of carrying out further investigations and reviewing the entire issue. Pertinently, the Plaintiff was paid full salary during the period of suspension and was provided ample opportunity to deny, rebut and provide clarifications during the period of his suspension, which

was revoked on 27.09.2018 in the absence of any conclusive evidence against him.

116. The defendant No.2 and 4 have stated that the contents of Para 31 of the plaint are wrong and denied. It is submitted that the meeting with the Plaintiff and the stand taken by Defendant No.4 in the said meeting were decisions of Defendant No.4 without any involvement or interference of Defendant Nos.6 and 7.

117. The defendant No.2 and 4 have stated that the contents of Para 32 of the plaint are false and frivolous and hence denied. It is vehemently denied that during the meeting on 17.07.2018, the Plaintiff was coerced to take paid leave pending investigation into allegations of financial misconduct levelled against him. It is also denied that the Plaintiff was threatened, inter-alia, with various adverse employment consequences. It is submitted that upon receipt of the complaint against the Plaintiff with respect to making financial commitments to the clients, the defendant No.2 and 4 were constrained to investigate the

matter and, to facilitate the enquiry, the Plaintiff was requested to proceed on leave with full pay. While requesting him to take paid leave, it was clearly mentioned to him that it was neither a punishment nor an allegation of any wrongdoing. The aforesaid request was made only for the purpose of conducting a free and fair enquiry and finding out the facts without framing any charges against him. However, the Plaintiff refused to cooperate in the investigation by taking paid leave and considered this request to be hostile and victimizing. It is further submitted that the course of investigation adopted by Defendant No.4 was independent of any discussions or involvement of Defendant No.7.

118. The defendant No.2 and 4 have stated that the contents of Para 33 of the plaint are wrong and denied. It is denied that during the meeting no details were provided to the Plaintiff or that, although he was the personnel of Defendant No.4, Defendant No.3 requested the Plaintiff to go on paid leave for an unspecified period. As stated above, the Plaintiff was requested by Defendant No.4 through

M.Soundarya, Senior Vice President-Compliance, to take paid leave to ensure proper, free and fair investigation into the allegations made against him. However, the Plaintiff failed to heed this advice and, as such, Defendant No.4 was constrained to suspend the services of the Plaintiff by issuing a letter dated 17.07.2018, which categorically mentioned that it was neither a disciplinary action nor an assumption that the Plaintiff was guilty of any misconduct. As stated above, this course of action was undertaken solely for the purpose of investigating true and correct facts and the suspension was subsequently revoked on 27.09.2018. It is denied that this course of action undertaken by Defendant No.4 against the Plaintiff in the circumstances was in contravention of the procedure set out in Defendant No.4's Policy Manual.

119. The defendant No.2 and 4 have stated that the contents of Para 34 of the plaint are false and frivolous, save as otherwise being a matter of record. It is denied that the procedures were not followed in the present case as the Plaintiff was not even given a copy of the allegations made

against him in writing. As stated above, the Plaintiff was suspended from work for the purpose of ascertaining true and correct facts in relation to the allegations made against him. It is further denied that no opportunity was given to the Plaintiff to present his defence. It is submitted that during the course of investigation, the officials of Defendant No.4 conducted meetings with the Plaintiff and requested him to cooperate in the investigation by providing all information and documents pertaining to the financial commitments made to the clients. The Plaintiff, however, chose not to do so. It is submitted that the termination of the Plaintiff's employment was rightful and justified and entirely in accordance with his Employment Agreement.

120. The defendant No.2 and 4 have stated that the contents of Para 35 of the plaint are wrong and denied. It is denied that the Plaintiff's email dated 19.07.2018 accurately recorded the events at the meeting dated 17.07.2018. In fact, according to the defendant No.2 and 4, the tone and tenor of the Plaintiff's aforesaid email was

hostile, vindictive and intimidating. The Plaintiff did not appreciate the course of action taken by Defendant No.4 to investigate the matter and rather came back threatening the defendant No.2 and 4 with defamatory action for conducting the insurance investigation. In furtherance of his vengeful action, the Plaintiff engaged lawyers to issue legal notices to the defendant No.2 and 4 and called upon them to withdraw the suspension of the Plaintiff.

121. The defendant No.2 and 4 have stated that the contents of Para 36 of the plaint are denied as false and incorrect, save as otherwise being a matter of record. It is denied that during the period of his suspension, the senior management of Defendant No.4 pressurized the Plaintiff to resign from his position as alleged or otherwise. The communications exchanged between the Plaintiff and representatives of Defendant No.4 between 31.08.2018 and 05.09.2018, as relied upon by the Plaintiff in the paragraph under reply, nowhere suggest that the Plaintiff was ever forced to resign from his position. On the contrary, the email dated 31.08.2018 from the

representative of Defendant No.4 to the Advocate of the Plaintiff clearly states that the defendant No.2 and 4 duly provided their consent to the Plaintiff's offer of exploring amicable settlement. The same, according to the defendant No.2 and 4, cannot be considered as coercion into resigning, as alleged or otherwise.

122. The defendant No.2 and 4 have stated that the contents of Para 37 of the plaint are entirely false and fabricated and hence denied. It is contended that the Plaintiff has sought to build a false and concocted story about Mr.Ashok Singh, Defendant No.5, taking advantage of the closure of the anonymous sexual harassment complaint made against him. According to the Plaintiff, the sexual harassment complaint against Mr.Ashok Singh was not acted upon by the defendant No.2 and 4 because he agreed to their terms to depose falsely against the Plaintiff.

123. It is submitted that the aforesaid contention is absolutely false and baseless and the same is evident from the fact that the anonymous sexual harassment complaint

dated 04.06.2018 against Defendant No.5, upon receipt, was deliberated upon by the ICC members of Defendant No.4 and the same was closed by way of ICC Report dated 10.07.2018. Pertinently, the allegations pertaining to the Plaintiff's misconduct came to light much after the closure of the sexual harassment case.

124. The defendant No.2 and 4 have stated that the contents of Paras 38 and 39 of the plaint are denied as false and incorrect. As stated above, the Plaintiff was suspended from work vide letter dated 17.07.2018 solely for the purpose of investigating suspected financial misconduct on the part of the Plaintiff. The suspension was subsequently revoked on 27.09.2018 and thereafter, on 28.09.2018, the employment of the Plaintiff was terminated in terms of his Employment Agreement with Defendant No.4. Detailed submissions in this regard have been made in Paras 9 to 15 of the preliminary submissions above and the defendant No.2 and 4 have sought to refer and rely upon the same in response to the contents of the paragraphs under reply, as the same are not repeated

herein for the sake of brevity.

125. The defendant No.2 and 4 have stated that the contents of Para 40 of the plaint are false and distorted and hence denied. It is denied that during the intervening period between termination of his employment in September 2018 and till the date of filing of the suit, the Plaintiff brought to light any alleged unethical and irregular practices of Defendant Nos.4, 6 and 7 companies and their personnel. On the contrary, it is contended that the Plaintiff, along with the other ex-employees of Defendant No.4, had been indulging in a malicious campaign against the defendant No.2 and 4 as a counterblast to the termination of his employment from Defendant No.4. As regards the Plaintiff's contention that Defendant Nos.4, 6 and 7 had not taken any action against Defendant Nos.1, 2 and 3 to protect the interest of the Plaintiff under the Whistle Blower Code, it is reiterated that there was no whistle-blowing act on the Plaintiff's part for which he was expected to be protected and, therefore, no action was required to be taken by Defendant Nos.4, 6 and

7 against Defendant Nos.1, 2 and 3.

126. The defendant No.2 and 4 have stated that the contents of Para 41 of the plaint are wrong and denied. It is reiterated that there was no whistle-blowing act on the Plaintiff's part on account of which his interest was required to be protected by any of the Answering Defendants. Furthermore, as stated above, Defendant Nos.6 and 7 have no involvement in the day-to-day functioning of Defendant No.4. It is reiterated that Defendant No.4 was never approached by the Plaintiff raising any issue or grievance with respect to alleged financial irregularities in Defendant No.4. However, it is stated that solely on account of the Plaintiff approaching its global stakeholders by way of his email dated 13.10.2018, Defendant No.4 engaged an independent law firm to conduct an impartial assessment of the matter and report the findings to the Board of Defendant No.4. (Email dated 21.11.2018 from the Company Secretary of Defendant No.4 regarding appointment of an independent law firm to investigate the matter is stated to have been

annexed as ANNEXURE D5). The aforesaid law firm commenced its investigation by approaching the Plaintiff to seek all information and evidence relating to the alleged financial irregularities in Defendant No.4. However, it is contended that it is apparent from the contents of the correspondence relied upon by the Plaintiff, including emails dated 18.12.2018 and 26.12.2018, that the Plaintiff did not provide any material, evidence or documents in support of his allegations with respect to financial improprieties in Defendant No.4 and even refused to participate in the inquiry which was being initiated by the aforesaid law firm. It is, therefore, contended that the allegations made by the Plaintiff in this respect are bogus and baseless and have been concocted to cover up his own wrongdoings in the organization.

127. The defendant No.2 and 4 have stated that the contents of Para 42 of the plaint are denied in toto as wrong, baseless and misleading. It is denied that termination of the Plaintiff by Defendant No.4 was wrongful or unjust, as alleged or otherwise. It is submitted that

Defendant No.4 is not governed by the Willis Tower Watson Anti Bribery & Corruption Policy and the Willis Tower Watson Code of Conduct and has its own Employee Manual dated 31.10.2011 as well as Code of Conduct which was adopted on 06.07.2017. Without prejudice to the aforesaid, it is submitted that the employment of the Plaintiff was terminated in terms of his Employment Agreement with Defendant No.4. Therefore, according to the defendant No.2 and 4, there is no question of the action being against the policies mentioned in the paragraph under reply. It is reiterated that termination of the Plaintiff's employment was rightful, legal and justified and detailed submissions in this regard have been made in Paras 4 to 8 of the preliminary submissions above and the defendant No.2 and 4 have sought to refer and rely upon the same in response to the contents of the paragraphs under reply, as the same are not repeated for the sake of brevity.

128. The defendant No.2 and 4 have stated that the contents of Para 43 of the plaint are false and repetitive

and hence denied except those which are a matter of record. It is denied that the Plaintiff has suffered any pecuniary losses on account of the defendant No.2 and 4. It is also denied that the Plaintiff is entitled to claim damages from the defendant No.2 and 4. As stated above, pursuant to termination of the Plaintiff's employment from Defendant No.4, he was successfully employed with another company at a reasonably high compensation package. Therefore, according to the Answering Defendants, it is evident that the Plaintiff has not been subject to any sort of loss of reputation or image, otherwise he would not have been able to secure a respectable and high-paying employment for himself. Detailed submissions in this regard have been made in Paras 17 and 18 of the preliminary submissions in this Written Statement and the contents thereof may be treated as part and parcel of the present paragraph.

129. The defendant No.2 and 4 have stated that the contents of Para 44 of the plaint are false and denied except those which are a matter of record. It is denied that

Defendant No.4 has not paid the gratuity as per the provisions of the Payment of Gratuity Act, 1972. The defendant No.2 and 4 have stated that they are duly defending these claims raised by the Plaintiff before the concerned forum and hence no response in this respect is required to be provided in the present proceedings.

130. The defendant No.2 and 4 have stated that the contents of Para 45 of the plaint are false and repetitive and hence denied. The depositions of Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra are stated to be false, motivated and incapable of being relied upon. Detailed submissions in this regard have been made above in Para 4 and Para 18 of the Preliminary Submissions and Para 3 of the Reply on merits. The same may be read as part and parcel of the present response to the paragraph under reply and are not repeated herein for the sake of brevity.

131. The defendant No.2 and 4 have stated that the contents of Para 46 of the plaint are wrong, baseless and

frivolous and hence denied. It is denied that the defendant No.2 and 4 are intent on derailing the Plaintiff's career and destroying his reputation in the insurance market, considering which the Plaintiff has been constrained to initiate the present action. As stated above, the present suit is contended to be nothing but a retort from a disgruntled ex-employee of Defendant No.4. Furthermore, it is contended that the present suit is a wilful malicious campaign of the Plaintiff with the support of certain ex-employees of Defendant No.4, who seem to have associated with the Plaintiff against the Defendants herein to cause wrongful loss to the company and gain unjust enrichment at the expense of Defendant No.4

132. The defendant No.2 and 4 have stated that the contents of Paras 47 to 49 of the plaint are wrong and denied. The contents of the affidavits of Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra are wholly denied as false and concocted solely to suit the interest of the Plaintiff. It is denied that the defendant No.2 and 4 made any false

statements to cause damage to the reputation of the Plaintiff as alleged or otherwise. Detailed submissions in this regard have been made above in Para 4 and Para 18 of the Preliminary Submissions and Para 3 of the Reply on merits. The same may be read as part and parcel of the present response to the paragraphs under reply and are not repeated herein for the sake of brevity.

133. The defendant No.2 and 4 have stated that the contents of Paras 50 to 52 of the plaint are wrong, false and denied. It is denied that the defendant No.2 and 4 intend to defame the Plaintiff and destroy his market reputation. It is also denied that the Plaintiff has suffered any loss on account of the actions of the defendant No.2 and 4. It is further denied that the defendant No.2 and 4 circulated any falsehoods or made any malicious complaints against the Plaintiff. It is contended that there is nothing on record except the false affidavits of four persons, who were ardent supporters of the Plaintiff, to show that the defendant No.2 and 4 have made any statements regarding the Plaintiff. Furthermore, the

affidavits of these persons are stated to be wrong, concocted and unreliable. Therefore, according to the defendant No.2 and 4, the Plaintiff is not entitled to any order of permanent injunction restraining the defendant No.2 and 4 and their employees, agents, servants and affiliates and all persons claiming under them from directly or indirectly publishing or republishing any defamatory statement. The contents of Paras 17 and 18 of the preliminary submissions are reiterated herein and are not repeated for the sake of brevity.

134. The defendant No.2 and 4 have stated that the contents of Para 53 of the plaint are false, incorrect and repetitive and hence denied. It is reiterated that there has not been any defamation or harm to the Plaintiff's reputation in the market. The same is stated to be evident from the respectable and high-paying employment secured by the Plaintiff pursuant to his termination from Defendant No.4. The allegations pertaining to deliberate attacks on the Plaintiff's reputation are stated to be negated by the fact that the defendant No.2 and 4 had taken due care to

relieve the Plaintiff on good terms and it was in good faith only that the Plaintiff's termination letter did not mention any negative reason or remark for his termination. Therefore, the allegations regarding the defendant No.2 and 4 hatching a deep-rooted conspiracy against the Plaintiff are vehemently denied.

135. The defendant No.2 and 4 have stated that the contents of Para 54 of the plaint are a matter of record and hence there is no need to reply.

136. The defendant No.2 and 4 have stated that the contents of Para 55 of the plaint are denied in their entirety as false and frivolous. It is contended that the Plaintiff has failed to make out any plausible cause of action to prefer the present action against the defendant No.2 and 4. The Plaintiff has miserably failed to clearly state the cause of action and the plaint suffers from the frailties of vagueness and ambiguity. It is stated that it is trite in law that the cause of action must be real and true and not illusory or made out for creating an illusion of a cause of action. It is

therefore contended that all the aforesaid ingredients are missing in the present plaint and hence the plaint deserves to be rejected.

137. The defendant No.2 and 4 have stated that the contents of Para 56 of the plaint are denied in their entirety as false and frivolous. It is denied that this Court has jurisdiction to entertain and try the present suit. As stated above, the appointment letter dated 01.01.2011 of the Plaintiff specifically provides for jurisdiction of New Delhi Courts. Furthermore, the employer of the Plaintiff, namely Defendant No.4, has its registered office at New Delhi. Hence, according to the defendant No.2 and 4, the present suit has been wrongly filed and is not maintainable before this Court.

138. The defendant No.2 and 4 have stated that the contents of Para 57 of the plaint are denied for want of knowledge.

139. The defendant No.2 and 4 have stated that the contents of Para 58 of the plaint are denied in their entirety

as false and frivolous. It is denied that the Plaintiff is entitled to a higher amount of damages, much less in the event it is discovered in the course of the present action that such statements have been made to other third parties as apprehended.

140. The defendant No.2 and 4 have stated that the prayers made in the present suit are wrong and fallacious and hence denied. As such, according to the defendant No.2 and 4, the Plaintiff is not entitled to any relief, as prayed for or otherwise.

141. In view of the aforesaid contentions, the defendant No.2 and 4 have prayed that the relief sought by the Plaintiff be outrightly rejected and exemplary costs be imposed upon the Plaintiff for filing such false, frivolous and vexatious suit.

142. **In response to the suit summons the Defendant No.5, appeared through his counsel and filed his written statement and has submitted as follows:**

143. Defendant No.5 has submitted that whatever facts are stated against him by the Plaintiff in the plaint are false and are therefore denied. He has stated that whatever facts are stated by him in the written statement are true in fact and that he admits only those facts.

144. Defendant No.5 has submitted that he is neither a proper nor a necessary party to the suit and that his presence in the array of parties as Defendant No.5 is not justified.

145. It is further submitted by Defendant No.5 that the allegations made against him in the plaint do not disclose any cause of action against him. According to him, the basis of the plaint relates to acts stated to have been done by him in discharge of his duties towards his employer, which cannot form the basis for claiming damages or maintaining the suit against him.

146. Defendant No.5 has submitted that the Plaintiff has, without any justifiable reason or cause, arrayed him as a party to the suit. Defendant No.5 has stated that he

has nothing to do with the present case and has reserved his right to claim costs of the proceedings against the Plaintiff. Defendant No.5 has also reserved his right to claim against Defendant No.4 for forcing him to resign from his services while working with Defendant No.4 for an unreasonable reason and for revealing the statement taken from him during the meeting held on 13.07.2018.

147. Defendant No.5 has submitted that he had joined Defendant No.4 company in the year 2016 in the capacity of Vice President-Employee Benefit at its Pune Office. Subsequently, he was transferred from Pune to Mumbai in June 2017 on account of expansion of his role. In December 2017, he was given charge of the Mumbai Employee Benefit existing business and was also made a direct reportee to the Plaintiff.

148. Defendant No.5 has further submitted that, in April 2018, he was promoted as Senior Vice President-Health & Benefit considering his honesty and performance during his tenure with Defendant No.4. Defendant No.5

has stated that there had never been any instance of wrongdoing by him or of his being a party to any transaction facilitating any business in contravention of law.

149. Defendant No.5 has submitted that, in March 2018, the renewal of the Sterling & Wilson Employee Benefit Policy was undertaken under the supervision of the Plaintiff, as Defendant No.5 was new to the said client relationship. Being new to the relationship, he was unaware of the internal benefits and transactions involved in the renewal process. It is further submitted that the Employee Benefit policies of the said client had been renewed by Defendant No.4 with the same TPA and the Insurer for several years and perhaps continued to be renewed till date. According to Defendant No.5, he was merely facilitating the renewal process under the supervision of the Plaintiff, along with his team and the client relationship manager, Mr.Chetan Kadam, Chief Manager, Health and Benefit, who subsequently joined the Plaintiff in his later organisation, UIB Insurance Brokers (I)

Pvt. Ltd

150. Defendant No.5 has further submitted that, on 13.07.2018, he was called by a senior official of Defendant No.4 company, Mr.Sudesh Shetty, for a meeting at the Kalina office. On reaching there, he was shocked and surprised to find the senior management team waiting to meet him in the boardroom without any prior information or notice. Almost immediately, the management team ordered him to surrender his phone to them. He was thereafter questioned regarding any irregularities in the Sterling & Wilson renewal on which he had been working under the supervision of the Plaintiff. Defendant No.5 has stated that he shared all the information available with him, to the best of his knowledge, with the management team.

151. Defendant No.5 has further submitted that, when he was questioned regarding a packet sent by the TPA for the Plaintiff through him, he communicated his ignorance regarding the contents of the envelope or packet.

However, according to him, words were put into his mouth to depose that the packet may have perhaps contained cash. After taking his statement, the management took away all company assets from him and immediately asked him to go on forced leave pending investigation, and even after conclusion of the investigation, no report was provided to him. Defendant No.5 has stated that the above facts can be proved by the email sent by him to the management team. (The copy of the email dated 16.07.2018 sent by Defendant No.5 has been produced and marked as Annexure No.1).

152. Defendant No.5 has further submitted that, in the enquiry conducted by the management of Defendant No.4 against the Plaintiff regarding alleged irregularities and underhand payments in the renewal process, Defendant No.5, who had worked on the said renewal under the supervision of the Plaintiff, provided information to the management as required by them purely in his official capacity. Therefore, according to Defendant No.5, the Plaintiff imputing malice to him on the basis of such

act of providing information is completely baseless and unwarranted and cannot become the basis for maintaining the suit against him.

153. Defendant No.5 has further submitted that he had no role whatsoever in making any false, defamatory or malicious statements against the Plaintiff as alleged in the plaint. Whatever was stated by him before the management of Defendant No.4 during the enquiry against the Plaintiff consisted of true facts known to him by virtue of having worked on the renewal in question under the supervision of the Plaintiff. He has stated that, regarding the contents of the packet about which he had no information or knowledge, he had denied the same in the statement taken from him as well as in the email sent by him on 16.07.2018. Therefore, the contention of the Plaintiff that Defendant No.5 had made false, malicious and defamatory statements against him is strongly denied.

154. Defendant No.5 has denied the allegation of the Plaintiff that he had made false statements against him

before the management in order to obtain purported incentives, protection and favours as an official whistleblower in respect of the charges of financial misconduct and illegal activities brought against the Plaintiff by the management.

155. On the contrary, Defendant No.5 has submitted that, without any fault on his part and without there being any evidence against him, he was sent on forced leave for more than two and a half months by the management pending enquiry against the Plaintiff. During the said period, Defendant No.5 and his family underwent immense mental stress and agony. Even after revocation of the forced leave, and without communicating any enquiry report to him, Defendant No.5 was asked to tender his resignation, with a threat of termination if he did not resign on his own accord, by Defendant No.4. Defendant No.5 has stated that these facts can be proved by the trail of email communication dated 06.10.2018 between him and the management of Defendant No.4. (The same has been produced as Annexure No.2).

156. Defendant No.5 has submitted that the allegation of the Plaintiff that Defendant No.5 had revoked his statement made before the management of Defendant No.4 company is also untrue and devoid of merits. Whatever Defendant No.5 had stated in the statement taken from him on 13.07.2018 had been illustrated in detail in his subsequent email dated 16.07.2018 addressed to the management.

157. Defendant No.5 has denied having knowledge of the alleged sexual harassment complaint, stating that no such complaint was brought to his notice by Mr.Kanchan Mitra, the then HR Head of Defendant No.4 company, nor were any proceedings initiated against him by Defendant No.4 company in respect of the same. Defendant No.5 has further submitted that, when he was asked to resign from his job in December 2018, he was issued a relieving letter certifying his sincerity and good conduct under the signature of the HR Head, Mr.Kanchan Mitra. (The copy of the relieving letter and experience certificate have been produced as Annexure Nos.3 and 4).

158. Defendant No.5 has submitted that, in view of the above stated facts, the Plaintiff has no ground or cause of action against him to array him as a proper party to the suit. He has further submitted that all other facts put forth by the Plaintiff against him in the plaint are completely denied as false and baseless and that the Plaintiff may be put to strict proof of the same.

159. Defendant No.5 has further submitted that the suit is not maintainable before this Court in view of Sections 2 and 4 of the Industrial Disputes (Banking and Companies) Act, 1949, and therefore the suit is liable to be dismissed.

160. Defendant No.5 has craved leave of this Court to file an additional statement, if required in future, to substantiate his claim. Accordingly, he has prayed that this Court to dismiss the claim made against him with costs, in the interest of justice.

161. Defendant No.5 has further submitted that the suit is not maintainable before this Court in view of

Sections 2 and 4 of the Industrial Disputes (Banking and Companies) Act, 1949, and therefore the suit is liable to be dismissed.

162. **In response to suit summons the defendant Nos.3 and 8 appeared through their counsel and filed their detailed written statement in answer to the plaint, have submitted as follows:**

163. At the outset, the defendant Nos.3 and 8 have denied all the contents of the plaint, except those expressly admitted in their written statement. They have stated that the said denial may be treated as a specific denial of each and every allegation and averment made in the plaint. According to them, the facts narrated in the plaint are false and incorrect and do not represent the true and complete factual narrative. They have further contended that the Plaintiff has deliberately made misleading and incorrect statements, which are denied, and that the suit is liable to be dismissed in limine.

164. The defendant Nos.3 and 8 have raised

preliminary objections, each without prejudice to the others, contending that the plaint is barred by limitation, that the dispute is not a commercial dispute within the meaning of the Commercial Courts Act, 2015, and that the allegations of defamation against them are false, baseless and liable to be dismissed.

165. The defendant Nos.3 and 8 have contended that the Plaintiff has raised two separate causes of action in the plaint. The first cause of action relates to the alleged defamatory statements purportedly made against the Plaintiff, in respect of which reliefs have been sought under prayers (a) to (c) of the plaint. The second cause of action relates to the alleged wrongful termination of the Plaintiff from Defendant No. 4, in respect of which reliefs have been sought under prayers (d) to (h) of the plaint.

166. It is their contention that the two causes of action are distinct from each other and, according to the Plaintiff's own pleaded case, different individuals were allegedly involved in the respective incidents, and separate

reliefs have been sought in respect of the same.

167. The defendant Nos.3 and 8 have further contended that, assuming without admitting that any cause of action arose on account of the alleged defamatory statements, the consequential reliefs sought in the plaint are barred by limitation. According to the Plaintiff's own pleaded case, the alleged defamatory incidents occurred on 18.07.2018, 24.07.2018, 23.08.2018, 27.09.2018 and during the first week of October 2018. However, the present suit was instituted on 18.01.2021, much after the prescribed period of limitation had expired. Therefore, the defendant Nos.3 and 8 have contended that the reliefs sought by the Plaintiff in relation to the alleged defamation are barred by limitation.

168. The defendant Nos.3 and 8 have contended that, even if all the averments made in the plaint are assumed to be true and correct, the disputes raised therein do not constitute "commercial disputes" as defined under the Commercial Courts Act, 2015. They have further

contended that, even assuming without admitting that the disputes raised in the plaint constitute commercial disputes, the Plaintiff has failed to satisfy the requirements prescribed under the said Act. On this ground also, according to the defendant Nos.3 and 8, the plaint is liable to be dismissed.

169. The defendant Nos.3 and 8 have contended that the Plaintiff has sought to mislead this Court by wrongfully and baseless implicating them in the allegations of defamation. They have specifically denied having defamed or disparaged the Plaintiff, either as alleged in the plaint or otherwise.

170. With regard to Defendant No. 8, the defendant Nos.3 and 8 have contended that the Plaintiff has not attributed any specific role to Defendant No. 8 in relation to the alleged defamation at any point in the plaint. They have further stated that the material filed along with the plaint in support of the allegations of defamation does not even refer to Defendant No. 8. Nevertheless, by seeking

reliefs against the "Defendants" collectively, the Plaintiff has sought injunctive relief against Defendant No. 8 as well.

171. The defendant Nos.3 and 8 have further contended that, under prayer (c) of the plaint, the Plaintiff has sought damages, including compensatory and punitive damages, only against Defendant Nos. 1, 2 and 3. No similar prayer has been made against the other defendants, including Defendant No. 8. According to the defendant Nos.3 and 8, even on the Plaintiff's own case, Defendant No. 8 has no connection whatsoever with the allegations of defamation.

172. It is further contended that, in certain averments relating to the alleged defamation, the Plaintiff has used the expression "Defendants" collectively and has thereby sought to make allegations against Defendant No. 8, despite not attributing any specific role to it in the plaint or the accompanying documents. The defendant Nos.3 and 8 have therefore contended that there is no basis for the

allegations of defamation against Defendant No. 8.

173. The defendant Nos.3 and 8 have further contended that, in support of the allegations of defamation, the Plaintiff has relied upon the affidavits of Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey and Mr.Kanchan Mitra. According to them, a perusal of the said affidavits reveals that only the affidavit of Mr.Kanchan Mitra even refers to Defendant No. 3, whereas the affidavits of the other three individuals do not mention Defendant No. 3 at all, much less substantiate the Plaintiff's allegations of defamation against her.

174. The defendant Nos.3 and 8 have further contended that even the affidavit of Mr.Kanchan Mitra does not provide any basis for the allegations of defamation against Defendant No. 3. According to them, even assuming without accepting that the averments contained in the said affidavit are true and correct, the same cannot be considered defamatory in nature.

175. In this regard, the defendant Nos.3 and 8 have

referred to the averments in the affidavit of Mr.Kanchan Mitra, wherein he allegedly stated that, on or around 17.07.2018, he came to know from Ms.Vandana Bhatt that the Plaintiff had been placed under suspension; that he was informed that an inquiry was underway against the Plaintiff; and that he was informed that the management of WTWIIB was trying to slowly force the Plaintiff out of WTWIIB. It is further alleged that, on or around 25.09.2018, Mr.Kanchan Mitra was informed by Ms.Vandana Bhatt that the Plaintiff was about to be terminated as an employee of WTWIIB.

176. The defendant Nos.3 and 8 have denied that Defendant No.3 made the aforesaid statements to Mr.Kanchan Mitra. They have further contended that, even assuming that such statements were made, they do not constitute defamation against the Plaintiff, and the Plaintiff has failed to demonstrate otherwise. According to the defendant Nos.3 and 8, the Plaintiff's own pleaded case does not disclose any cause of action arising on 17.07.2018 or 25.09.2018 on account of the alleged

statements.

177. The defendant Nos.3 and 8 have further contended that, even assuming without admitting that the statements allegedly made by Defendant No. 3 on 17.07.2018 were made, the statements referred to at serial Nos. (i) and (ii) are completely factual in nature and have also been admitted by the Plaintiff in the plaint. The statement referred to at serial No. (iii), according to them, does not pertain to the Plaintiff, as it merely refers to proposed acts of Defendant No. 4 and does not make any comment or insinuation against the Plaintiff. Likewise, the statement allegedly made on 25.09.2018 merely states that the Plaintiff was about to be terminated and contains nothing beyond that. Therefore, the defendant Nos.3 and 8 have contended that, even if the contents of the affidavit of Mr.Kanchan Mitra are accepted as true and correct, no cause of action has been made out against them.

178. The defendant Nos.3 and 8 have further denied the allegation made by Mr.Kanchan Mitra in his affidavit

that, on 18.07.2018, he was told by Mr. Vijay Suri and Ms.Vandana Bhatt that the Plaintiff had been involved in improper financial conduct and illegal business activities. They have denied that Defendant No.3 made any such statement to Mr. Kanchan Mitra and have put the Plaintiff to strict proof thereof.

179. According to the defendant Nos.3 and 8, the falsity of the said allegation is evident from the fact that there was no occasion for Defendant No. 3 to independently provide any information to Mr.Kanchan Mitra regarding the inquiry being conducted against the Plaintiff. They have contended that, contrary to the position sought to be projected by Mr.Kanchan Mitra regarding his alleged lack of involvement in the investigation, he was aware of and involved in the investigation from the very beginning.

180. It is further contended that Mr.Kanchan Mitra had travelled to Bengaluru for the meeting with the Plaintiff on 17.07.2018 and had participated in the steps

taken during the said meeting. He had also prepared a letter to be issued to the Plaintiff, asking him to proceed on paid leave with effect from 17.07.2018. In support of the said contention, the defendant Nos.3 and 8 have referred to a copy of the tax invoice showing the air tickets issued to Mr.Kanchan Mitra for his travel from Mumbai to Bengaluru on 17.07.2018, which has been annexed as Document No. 1, and a copy of the email dated 17.07.2018 sent by Mr.Kanchan Mitra to Defendant No. 3, along with its attachment containing a draft letter to be issued to the Plaintiff, which has been annexed as Document No. 2.

181. The defendant Nos.3 and 8 have further denied the allegation of Mr. Kanchan Mitra that Defendant No. 3 told him that no investigation report was readily available, but that the same would be used as a ploy to pressurise the Plaintiff into accepting the charges levied against him and to make him resign from WTWIIB. They have also denied the allegation that Defendant No. 3 stated that the management of WTWIIB was taking steps to tarnish the Plaintiff's professional standing in the insurance market

and negatively affect his career.

182. The defendant Nos.3 and 8 have contended that, even assuming without admitting that such statements were made, the same do not demonstrate any defamation caused by Defendant No. 3 against the Plaintiff, either in fact or in law. According to them, the alleged statements merely refer to proposed acts of Defendant No. 4 and do not make any comment or insinuation concerning the Plaintiff. Hence, they have contended that no cause of action has been made out against them.

183. The defendant Nos.3 and 8 have contended that no useful reliance can be placed on the affidavit of Mr.Kanchan Mitra, as the same is replete with false statements and misrepresentations. In this regard, they have referred to the allegation made by Mr.Kanchan Mitra concerning the sexual harassment complaint received against Defendant No. 5, wherein he stated that the complaint was not pursued by WTWIIB in accordance with the applicable procedures under the Sexual Harassment of

Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the guidelines laid down in ***Vishaka & Ors. v. The State of Rajasthan & Ors.,*** despite his advice to the contrary.

184. The defendant Nos.3 and 8 have contended that the said statement is completely false. According to them, Mr.Kanchan Mitra was a member of the Internal Complaints Committee (ICC) of Defendant No. 4. An anonymous complaint had been received against Defendant No. 5, and detailed training sessions were organised at Defendant No. 4. Despite the same, the complainant did not come forward, and the complaint was closed as no evidence was found against Defendant No. 5. It is further contended that Mr.Kanchan Mitra had himself signed the ICC report closing the complaint, contrary to the statements made in his affidavit. The defendant Nos.3 and 8 have sought leave and liberty of this Court to produce a copy of the ICC report dated 10.07.2018 at the appropriate stage and in accordance with the applicable procedure.

185. The defendant Nos.3 and 8 have sought leave and liberty of this Court to furnish further information and documentation to demonstrate additional falsehoods in the affidavit of Mr.Kanchan Mitra at the appropriate stage. In view of the above, they have contended that no claim for defamation lies against them and that the allegations made in the plaint in this regard are liable to be dismissed.

186. The defendant Nos.3 and 8 have referred to prayer (c) of the plaint, under which the Plaintiff has sought a decree for damages, including compensatory and punitive damages, against Defendant Nos. 1, 2 and 3 for a sum of ₹1,00,00,000/- (Rupees One Crore) or such higher amount as this Court may determine on account of the alleged defamatory and disparaging statements made by the said defendants.

187. The defendant Nos.3 and 8 have contended that it is well established in law that damages for defamation are purely compensatory in nature. According to them, exemplary or punitive damages in cases of defamation may

be claimed only where the Plaintiff has suffered injury due to the actions of an arm of the Government or where the conduct of the Defendant has been calculated to enable the Defendant to make profits in excess of the compensation sought. Since, according to the defendant Nos.3 and 8, the present suit does not fall within either of the said exceptions, the Plaintiff is not entitled to punitive damages.

188. The defendant Nos.3 and 8 have further contended that the Plaintiff is not entitled to compensatory damages either, as he has failed to demonstrate any loss, much less loss to the extent claimed in the plaint.

189. The defendant Nos.3 and 8 have contended that the Plaintiff has failed to demonstrate any legal basis for seeking the relief claimed under prayer (b) of the plaint. According to them, they are under no obligation to issue any apology to the Plaintiff, and consequently, the Plaintiff is not entitled to a mandatory injunction directing them to issue an apology in the manner sought.

190. The defendant Nos.3 and 8 have contended that

the Plaintiff has made false and misleading statements to establish a case of wrongful termination against them. According to them, the allegations relating to the alleged wrongful termination are baseless, unsubstantiated and liable to be dismissed.

191. The defendant Nos.3 and 8 have contended that, from a mere perusal of the plaint, it is apparent that the Plaintiff has sought to establish his claim of wrongful termination by misrepresenting the role of Defendant No. 3 in relation to Defendant Nos. 4 and 8.

192. They have stated that the Plaintiff's allegation of wrongful termination arises from the termination of his employment with Defendant No. 4 and that the Plaintiff has not even pleaded that he had any contractual relationship with Defendant No. 8.

193. With regard to Defendant No. 3, the defendant Nos.3 and 8 have contended that, although the Plaintiff has admitted that Defendant No. 3 is the Head of Human Resources at Defendant No. 8 and is not employed by

Defendant No. 4, he has nevertheless sought to attribute responsibility for his alleged wrongful termination from Defendant No. 4 to Defendant No. 3.

194. The defendant Nos.3 and 8 have submitted that Defendant No. 3 is employed by Defendant No. 8 as its Head of Human Resources and has no contractual relationship with Defendant No. 4. According to them, Defendant No. 3 merely provides advisory support in relation to the human resources operations of Defendant No. 4 and does not take any decisions concerning the human resources operations of Defendant No. 4 or otherwise. They have specifically contended that Defendant No. 3 did not take any decision relating to the inquiry, suspension or termination of the Plaintiff's employment with Defendant No. 4 and that all such decisions were taken solely by Defendant No. 4.

195. The defendant Nos.3 and 8 have further contended that the Plaintiff has sought to attribute the actions of Defendant No. 3 to Defendant Nos. 6 and 7 by

making bald and unsubstantiated allegations that Defendant No. 3 was acting under instructions from key managerial personnel of one or more of Defendant Nos. 6 and 7. They have denied the said allegation and submitted that, although the involvement of Defendant No. 3 in the inquiry against the Plaintiff was within the knowledge of her superiors at Defendant No. 8, she was not acting under the instructions of any key managerial personnel of Defendant Nos. 6, 7 or 8. The Plaintiff has accordingly been put to strict proof of his allegations to the contrary.

196. The defendant Nos.3 and 8 have contended that the Plaintiff has, at several places in the plaint, alleged that Defendant No. 3 victimised him and orchestrated retaliatory action against him on account of his purported disclosure of various anti-regulatory practices allegedly prevailing at Defendant No. 4.

197. At the outset, the defendant Nos.3 and 8 have contended that the Plaintiff has made bald averments regarding the alleged anti-regulatory practices purportedly

prevailing at Defendant No. 4 without any substantiation. They have further stated that, apart from making such allegations, the Plaintiff has failed to provide particulars of any such alleged practices.

198. The defendant Nos.3 and 8 have further contended that, despite repeatedly alleging victimisation and retaliation against Defendant No. 3, the Plaintiff has failed to substantiate those allegations. According to them, the only role attributed to Defendant No. 3 in relation to the termination of the Plaintiff's employment is her presence at the meeting held with the Plaintiff on 17.07.2018 and her purported involvement in the meeting held with Defendant No. 5 on 13.07.2018.

199. They have submitted that, beyond making bald and exaggerated averments regarding the presence of Defendant No. 3 at those meetings, the Plaintiff has failed to specify the precise acts allegedly committed by Defendant No. 3, either during those meetings or otherwise, which resulted in any breach of his rights. On

these grounds, the defendant Nos.3 and 8 have contended that there is no basis for the Plaintiff's allegations against them and that the Plaintiff is not entitled to any relief against them.

200. The defendant Nos.3 and 8 have sought permission of this Court to traverse the allegations made by the Plaintiff by responding to each paragraph of the plaint. They have also sought liberty to file additional pleadings, if necessary.

201. Without prejudice to the preliminary objections raised above, the defendant Nos.3 and 8 have responded to the averments made in the plaint as follows:

202. In reply to Paragraph Nos. 1 and 2, the defendant Nos.3 and 8 have stated that the contents of the said paragraphs do not merit a response.

203. In reply to Paragraph No. 3, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they are matters of record, do not merit a response.

They have denied that they are liable to be proceeded against for wrongful termination, defamation, disparagement or malicious falsehoods arising out of the alleged wrongful termination of the Plaintiff from Defendant No. 4.

204. They have contended that, even if the Plaintiff's case is taken at its highest, without admitting that his employment with Defendant No. 4 was wrongfully terminated, he would still not be entitled to any relief against the defendant Nos.3 and 8, as he had no contractual relationship with them and the decision to terminate his employment with Defendant No. 4 was not taken by them. They have further denied having made any slanderous statements to Mr.Vinoth Kumar, Ms.Vidya Ramachandran, Mr.Pramod Kumar Pandey or Mr.Kanchan Mitra and have put the Plaintiff to strict proof thereof. They have sought leave to refer to and rely upon their preliminary objections in this regard.

205. In reply to Paragraph No. 4, the defendant

Nos.3 and 8 have denied the contents thereof as false, misleading and wholly unsubstantiated. They have denied making any false, defamatory, malicious or disparaging statements against the Plaintiff to the four individuals referred to above. They have contended that only the affidavit of Mr.Kanchan Mitra mentions Defendant No. 3 and that the statements allegedly made by Defendant No. 3, as referred to in the said affidavit, are denied. In any event, according to them, the affidavit does not identify any statements that are defamatory in nature. They have further stated that neither the plaint nor the affidavits annexed thereto contain any reference to defamatory statements allegedly made by Defendant No. 8.

206. The defendant Nos.3 and 8 have also denied having caused or calculated to cause any monetary or pecuniary loss to the Plaintiff or having wrongfully terminated his services. They have denied having any contractual obligation or duty to protect the Plaintiff's interests and have contended that the Plaintiff has made only bald averments without identifying any specific facts

giving rise to such obligation or duty.

207. They have further denied making any maliciously false, disparaging or defamatory statements against the Plaintiff or having any intention to harm his reputation. They have denied that any acts were calculated to cause pecuniary loss to the Plaintiff in his profession or calling, or were committed with a common intention or knowledge to cause irreparable harm to his career, reputation, character, goodwill or commercial or market reputation.

208. The defendant Nos.3 and 8 have further denied taking any action in retaliation for the Plaintiff allegedly bringing to light anti-regulatory practices, bribery, illegal, fraudulent or phantom financial transactions, falsification of accounting books, material non-disclosure of mandatory information to regulatory authorities or any other illegal or unethical practices allegedly prevailing at Defendant No. 4. They have also denied that the Plaintiff brought any such alleged practices or irregularities to their knowledge. They

have sought leave to refer to and rely upon their preliminary objections in this regard.

209. In reply to Paragraph No. 5, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they are matters of record, do not merit a response. They have denied that the Plaintiff was victimised by Defendant No. 3 during his employment with Defendant No. 4 and have contended that the Plaintiff has failed to substantiate the allegation or attribute any specific role to Defendant No. 3 in that regard.

210. They have further denied that the Plaintiff acted as a whistleblower or brought to light corrupt or unethical practices or financial irregularities at Defendant No. 4. According to them, the Plaintiff has neither placed on record particulars of the alleged corrupt and unethical practices or financial irregularities nor produced particulars of any act of whistleblowing on his part. The Plaintiff has been put to strict proof of these allegations and of his averment regarding his reputation in the field.

211. In reply to Paragraph Nos. 6 and 7, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they are matters of record, do not merit a response. They have specifically denied the averments relating to the suspension and consequent alleged wrongful termination of the Plaintiff, as well as the alleged defamation and disparagement.

212. In reply to Paragraph No. 8, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they are matters of record, do not merit a response. They have denied that Defendant No. 3 sought to tarnish the professional reputation of the Plaintiff or made any false statements concerning his conduct during his employment with Defendant No. 4.

213. They have contended that the Plaintiff has failed to demonstrate that Defendant No. 3 made any such statements and has also failed to provide any basis for his allegation that Defendant No. 3 intended to tarnish his reputation. They have sought leave to refer to and rely

upon their preliminary objections.

214. The defendant Nos.3 and 8 have further denied that Defendant No. 3 orchestrated a false inquiry against the Plaintiff based on falsehoods and fabricated information, leading to his alleged wrongful termination from Defendant No. 4. They have reiterated that Defendant No. 3 did not take any decision regarding the inquiry, including its commencement or the steps taken during the inquiry, and have put the Plaintiff to strict proof of his allegations to the contrary.

215. They have further contended that the documents produced by the Plaintiff himself demonstrate that his employment contract was terminated by Defendant No. 4 in accordance with the terms of the employment contract dated 01.01.2011, as amended on 25.04.2018. According to the defendant Nos.3 and 8, the employment contract permitted Defendant No. 4 to terminate the contract by giving two months' written notice or salary in lieu thereof. They have stated that the Plaintiff was paid

salary in lieu of the notice period along with the termination letter and received ₹25,62,894/- towards payment in lieu of two months' notice period.

216. On this basis, the defendant Nos.3 and 8 have contended that the termination, being in accordance with the agreement between the parties, cannot be characterised as wrongful termination. They have further contended that reliance on an alleged false inquiry is irrelevant, as the Plaintiff's termination was not an outcome of the inquiry, as alleged.

217. In reply to Paragraph No. 9, the defendant Nos.3 and 8 have stated that the contents thereof do not merit a response.

218. In reply to Paragraph No. 10, the defendant Nos.3 and 8 have denied the contents thereof as false and baseless. They have denied that Defendant No. 5 was coerced by Defendant No. 3 into making any statements against the Plaintiff or was threatened with adverse employment consequences by Defendant No. 3. They have

contended that the Plaintiff has provided no basis for these allegations and have put him to strict proof thereof.

219. They have reiterated that Defendant No. 3 did not play an active role in the meeting held with Defendant No. 5 on 13.07.2018 and had no role in obtaining the statement provided by Defendant No. 5 during the meeting. They have sought leave to refer to and rely upon their preliminary objections in this regard.

220. The defendant Nos.3 and 8 have further denied that the sexual harassment complaint received against Defendant No. 5 was not investigated in accordance with the applicable regulations or statutes. According to them, the said complaint has no connection with the present proceedings, and the Plaintiff has failed to demonstrate its relevance.

221. In reply to Paragraph Nos. 11 and 12, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they are matters of record, do not merit a response, and that the remaining contents are

denied as false for want of knowledge.

222. They have contended that Defendant No. 4 has adopted a distinct Code of Conduct governing instances of whistleblowing. Although the policy is based on the Willis Towers Watson Code of Conduct dated January 2016, it contains critical modifications relating to key issues in the present case. According to the defendant Nos.3 and 8, the policy of Defendant No. 4 provides that the Board of Willis Towers Watson India Insurance Brokers Private Limited shall have the sole and absolute authority to monitor and ensure compliance with the policy.

223. On this basis, the defendant Nos.3 and 8 have contended that the Plaintiff's allegation that Defendant Nos. 6 and 7 were under an obligation to ensure that no retaliatory action, including termination, was taken against him is baseless and unsubstantiated. The Plaintiff has been put to strict proof thereof.

224. In reply to Paragraph No. 13, the defendant Nos.3 and 8 have stated that the contents thereof, to the

extent they are matters of record, do not merit a response. They have denied that the internal meeting between the Plaintiff, Defendant No. 3 and personnel employed by Defendant No. 4 led to the alleged wrongful termination of the Plaintiff from Defendant No. 4.

225. They have reiterated that the record demonstrates that the Plaintiff's employment was terminated in accordance with the terms of his employment contract, namely, after payment of salary in lieu of the notice period. The Plaintiff has been put to strict proof of his contention to the contrary.

226. In reply to Paragraph Nos. 14 to 21, the defendant Nos.3 and 8 have stated that the contents thereof do not merit a response, as they do not pertain to them. In relation to Paragraph No. 21, they have contended that the Plaintiff has not placed on record any particulars of having acted as a whistleblower in relation to the affairs of Defendant No. 4. They have further pointed out that the Plaintiff has failed to identify any person to whom he

allegedly made the disclosures.

227. In reply to Paragraph No. 22, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge, since the averments do not pertain to them, and have put the Plaintiff to strict proof thereof. They have denied that the Defendant No. 7's Code of Conduct Reporting and Whistleblower Guidance governs Defendant No. 4.

228. They have reiterated that Defendant No. 4 has adopted its own Code of Conduct governing instances of whistleblowing and that, under the said policy, Defendant No. 4 has the sole and absolute authority to monitor and ensure compliance. They have further contended that the Plaintiff has neither placed on record particulars of any alleged wrongdoing, impropriety, anti-regulatory practice or financial irregularity at Defendant No. 4 nor provided details of any act of whistleblowing on his part.

229. The defendant Nos.3 and 8 have also stated that they are unaware of any alleged disclosures by the Plaintiff

to Mr.Cedric Luah, Mr.Vivek Nath and Mr. Scott Burnett regarding any alleged wrongdoing, impropriety, anti-regulatory practice or financial irregularity.

230. In reply to Paragraph Nos. 23 to 25, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge. They have reiterated that the Plaintiff has failed to place on record any basis to demonstrate that he acted as a whistleblower against Defendant No. 4.

231. In reply to Paragraph Nos. 26 and 27, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge. They have denied that the Whistleblower Code referred to in the plaint applies to Defendant No. 4 or is implicitly incorporated into the Plaintiff's employment contract. They have reiterated that Defendant No. 4 has adopted its own Code of Conduct governing instances of whistleblowing.

232. In reply to Paragraph No. 28, the defendant Nos.3 and 8 have denied the contents thereof as false. They

have stated that they are unaware of any alleged disclosures made by the Plaintiff as a whistleblower and have denied that Defendant No. 3, either as part of the management of Defendant No. 4 or otherwise, initiated any malicious process of victimisation or harassment against the Plaintiff.

233. They have denied that Defendant No. 3 is part of the management of Defendant No. 4 and have pointed out that, according to the Plaintiff's own case, Defendant No. 3 is not employed by Defendant No. 4. They have further denied that Defendant No. 3 threatened the Plaintiff, in any capacity, with adverse employment consequences, including suspension, discharge or termination.

234. The defendant Nos.3 and 8 have contended that, apart from making bald and baseless allegations, the Plaintiff has failed to provide particulars or evidence of the alleged actions of Defendant No. 3. Since, according to them, the Plaintiff had not disclosed any alleged

wrongdoing at Defendant No. 4, his allegations of retaliatory action and the alleged prior knowledge of such action on the part of Defendant Nos. 6 and 7 are false.

235. They have denied that Defendant No. 4 initiated any retaliatory action against the Plaintiff at the dictates of Defendant No. 3 or that Defendant No. 3 herself orchestrated such action. Consequently, they have denied that any disciplinary action, including termination, was liable to be taken against Defendant No. 3. They have reiterated that Defendant No. 3 does not take decisions concerning Defendant No. 4 and that the Plaintiff's bald allegations are liable to be dismissed.

236. In reply to Paragraph No. 29, the defendant Nos.3 and 8 have denied the contents thereof as false and misconceived. They have denied that the Plaintiff was not provided with substantive details or information regarding the proposed meeting.

237. They have referred to the email dated 16.07.2018 issued by Ms. M. Soundarya to the Plaintiff,

wherein, in light of a telephonic conversation regarding Ashok Singh and the statement provided by him to Compliance, the Plaintiff was requested to come to Mumbai for a meeting on or before Wednesday, 18.07.2018. According to the defendant Nos.3 and 8, the said email demonstrates that the Plaintiff was informed about the meeting and that there is no basis for his contention that no information was provided to him.

238. They have also denied that the presence of Defendant No. 3 at the meeting would have caused the Plaintiff any surprise, stating that the email dated 16.07.2018 annexed to the plaint informed the Plaintiff that Defendant No. 3 would be traveling to Bengaluru for a meeting with him on 17.07.2018.

239. The defendant Nos.3 and 8 have denied that Defendant No. 3 lacked authority to be present at the meeting held on 17.07.2018. They have reiterated that Defendant No. 3 played an advisory role in relation to the human resources operations of Defendant No. 4. They have

also denied that the actions of Defendant No. 3 are attributable to Defendant Nos. 6 and 7 or that she acted under instructions from key managerial personnel of Defendant Nos. 4, 6, 7 or 8.

240. They have further denied that Defendant Nos. 4, 6, 7 and 8 form part of a single economic entity and have put the Plaintiff to strict proof thereof.

241. In reply to Paragraph No. 30, the defendant Nos.3 and 8 have denied the contents thereof as false. They have denied that the Plaintiff was not provided with details or information regarding the complaint or allegations against him or that he was denied an opportunity to deny, rebut or clarify the allegations.

242. They have contended that all relevant information was provided to the Plaintiff and that he was afforded ample opportunity during the meeting to deny, rebut or clarify the allegations. They have further pointed out that, according to the plaint itself, multiple meetings were arranged with the Plaintiff in connection with the

investigation.

243. The defendant Nos.3 and 8 have stated that they did not decide what information was to be provided to the Plaintiff during the meeting or what steps were to be taken in relation to the inquiry. Regarding the audio recording of the meeting held on 17.07.2018, annexed to the plaint, they have contended that the recording was obtained without the consent of, or even informing, the individuals present at the meeting, including Defendant No. 3. They have submitted that the contents of the recording should be considered in light of the above circumstances.

244. In reply to Paragraph No. 31, the defendant Nos.3 and 8 have denied, for want of knowledge, the contents that do not pertain to them and have put the Plaintiff to strict proof thereof. They have denied that the Plaintiff was informed during the meeting that the allegations against him had been communicated to Defendant No. 7. According to them, even the unauthorised

recording of the meeting does not support the Plaintiff's contention, and the Plaintiff has been put to strict proof in this regard.

245. In reply to Paragraph No. 32, the defendant Nos.3 and 8 have denied the contents thereof as wholly false. They have denied that, during the meeting held on 17.07.2018, Defendant No. 3 attempted to coerce or browbeat the Plaintiff into accepting forced paid leave pending an investigation into the allegations of financial misconduct. They have put the Plaintiff to strict proof thereof and have stated that the unauthorised recording of the meeting does not support the allegation.

246. They have reiterated that Defendant No. 3 did not take any decision regarding the course of action adopted during the meeting. They have denied that the Plaintiff was threatened with adverse employment consequences, including suspension or an inquiry that could result in discharge, termination or loss of reputation within or outside the company. According to them, no such

threats are apparent even from the audio recording annexed to the plaint.

247. The defendant Nos.3 and 8 have further contended that the Plaintiff is attempting to mislead this Court by conflating the commencement of an inquiry against him with alleged threats of adverse employment consequences. They have denied that the offer of paid leave was contrary to the procedures prescribed under the policy manual of Defendant No. 4 or that the inquiry was not conducted in accordance with the applicable procedures and policies.

248. They have reiterated that Defendant No. 3 did not decide the course of action adopted during the meeting or the investigation of the allegations against the Plaintiff. They have further contended that it is not even the Plaintiff's case that Defendant No. 3 was responsible for ensuring compliance with the procedures and policies of Defendant No. 4.

249. The defendant Nos.3 and 8 have also denied

that Ms.Soundarya informed the Plaintiff that all information regarding the matter had been shared with Defendant No. 7 or that the course adopted by Defendant No. 4 had been decided after escalation to, consultation with or discussion with personnel of Defendant No. 7, or with their consent. They have contended that the unauthorised recording does not support the Plaintiff's allegations and that the course of action relating to the meeting held on 17.07.2018 was decided solely by Defendant No. 4.

250. In reply to Paragraph Nos. 33 and 34, the defendant Nos.3 and 8 have denied the contents thereof as false and misconceived. They have denied that the Plaintiff was not provided with details of the allegations against him and have stated that all relevant and appropriate information was provided to him.

251. They have reiterated that Defendant No. 3 did not decide what information was to be provided to the Plaintiff during the meeting. They have denied that

Defendant No. 3 asked the Plaintiff to agree to mandatory paid leave for an unspecified period and have stated that Defendant No. 4 merely provided the Plaintiff with an option to proceed on paid leave, which he did not accept.

252. They have further denied that the Plaintiff was denied an opportunity to make representations or present a defence or rebuttal to the allegations. According to them, the Plaintiff was afforded ample opportunity during the meeting itself and, as stated in the plaint, multiple meetings were arranged with him in relation to the investigation.

253. The defendant Nos.3 and 8 have contended that the correspondence referred to in the said paragraphs does not involve them and that there is no basis to allege that they were responsible for initiating or conducting the inquiry or suspending the Plaintiff from Defendant No. 4. They have reiterated that they did not decide the course of action concerning the inquiry, suspension or termination of the Plaintiff's employment and that they were not

responsible for ensuring compliance with the company policies of Defendant No. 4.

254. In reply to Paragraph No. 35, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge and have put the Plaintiff to strict proof thereof. They have stated that they were not privy to the correspondence referred to in the said paragraph.

255. According to them, the contemporaneous records demonstrate that the Plaintiff himself understood that the defendant Nos.3 and 8 had no role in initiating or conducting the inquiry or in suspending him from Defendant No. 4. They have therefore contended that the allegation that Defendant No. 3 spearheaded the investigation or dictated retaliatory action against the Plaintiff is unsupported by contemporaneous records and is merely an afterthought.

256. They have further denied that the Plaintiff was unaware of the allegations against him or that he was not provided with details or particulars of the inquiry. They

have reiterated that information was provided to the Plaintiff before and during the meeting held on 17.07.2018 and have denied that any alleged omission was intentional or deliberate.

257. In reply to Paragraph No. 36, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge and have put the Plaintiff to strict proof thereof. They have stated that they were not parties to the correspondence referred to therein or to the meeting held on 06.09.2018. According to them, these circumstances demonstrate that they had no role in conducting the inquiry against the Plaintiff or in his suspension from Defendant No. 4.

258. In reply to Paragraph No. 37, the defendant Nos.3 and 8 have denied the contents thereof as false and misconceived. They have denied that Defendant No. 3 pressurised or coerced Defendant No. 5 into making disparaging statements against the Plaintiff in relation to the allegations levelled against him.

259. They have contended that the Plaintiff has failed to provide any basis for these allegations and have put him to strict proof thereof. They have denied that Defendant No. 3 exercised undue influence over Defendant No. 5 during the meeting held on 13.07.2018 to make him write an email containing allegations against the Plaintiff or threatened him with adverse employment consequences.

260. The defendant Nos.3 and 8 have submitted that Defendant No. 5 voluntarily provided information during the meeting. Although Defendant No. 3 was present, she did not play an active role in the meeting and was not involved in obtaining written information from Defendant No. 5. They have denied that Defendant No. 3 set out any false narrative at the dictates of Defendant Nos. 1 and 2, with the knowledge of Defendant Nos. 6 and 7, or otherwise.

261. They have further denied that the sexual harassment complaint against Defendant No. 5 was not brought to light or pursued by Defendant No. 4 in

accordance with the applicable regulations and statutes, or that it was closed without reporting, compliance or further action. According to them, the anonymous complaint was referred to the ICC of Defendant No. 4, but the ICC closed the inquiry as no evidence was forthcoming in support of the complaint. They have therefore contended that the required steps were taken in compliance with the applicable regulations and that the Plaintiff has failed to demonstrate the relevance of the said inquiry to the present proceedings.

262. The defendant Nos.3 and 8 have reiterated that the affidavit of Mr.Kanchan Mitra contains false statements and merits no consideration. They have denied that Defendant No. 3 exercised coercion or undue influence over Defendant No. 5 and have contended that the email dated 16.07.2018 issued by Defendant No. 5 does not refer to any coercion or undue influence by Defendant No. 3. They have denied that the email states that Defendant No. 5 was compelled to write his statement under coercion.

263. The defendant Nos.3 and 8 have further stated that, on the same date, Defendant No. 5 issued another email asking the recipients to ignore the contents of the previous email. Therefore, according to them, no useful reliance can be placed on the said email. (Copies of the emails dated 16.07.2018 issued by Defendant No. 5, inter alia, to Defendant No. 3, have been annexed as Document No.3).

264. They have further stated that they are unaware of the contents of any draft email or WhatsApp message allegedly shared by Defendant No. 5 with the Plaintiff on 15.07.2018 and 02.10.2018 and have put the Plaintiff to strict proof thereof. They have contended that it is unclear what admission the Plaintiff seeks to attribute to the WhatsApp message allegedly received from Defendant No. 5 on 02.10.2018, but have denied that the same refers to any allegations against the defendant Nos.3 and 8.

265. The defendant Nos.3 and 8 have denied that Defendant No. 5 was induced by Defendant No. 3 to make

false and fabricated statements against the Plaintiff. They have further contended that even the audio recording of the purported telephone conversation between the Plaintiff and Defendant No. 5, annexed to the plaint, does not disclose any such statement by Defendant No. 5. According to them, the Plaintiff's averments concerning the said telephone conversation are misleading, false and taken out of context when compared with the recording placed on record. The remaining contents of the paragraph, to the extent they do not relate to the defendant Nos.3 and 8, have also been denied, and the Plaintiff has been put to strict proof thereof.

266. In reply to Paragraph Nos.38 and 39, the defendant Nos.3 and 8 have stated that the contents thereof, to the extent they form part of the record, do not merit a response, and that the remaining contents, which do not pertain to them, are denied as false for want of knowledge.

267. They have denied that the Plaintiff was not

provided with details or information regarding the investigation or an opportunity to participate therein. They have reiterated that the documents produced by the Plaintiff himself demonstrate that his employment contract was terminated by Defendant No. 4 in accordance with the terms of the employment contract dated 01.01.2011, as amended on 25.04.2018.

268. The defendant Nos.3 and 8 have contended that the employment contract permitted Defendant No. 4 to terminate the contract by giving two months' written notice or salary in lieu thereof, and that the Plaintiff received ₹25,62,894/- towards payment in lieu of the two-month notice period along with the termination letter. According to them, the termination was in accordance with the agreement between the parties and cannot be characterised as wrongful termination.

269. They have further contended that, since the Plaintiff's employment was terminated without cause, the averments relating to whistleblowing, the inquiry against

the Plaintiff and his suspension are irrelevant. They have also stated that the Plaintiff has not produced particulars of any alleged wrongdoing at Defendant No. 4 or of any act of whistleblowing on his part. The Plaintiff has been put to strict proof thereof. The defendant Nos.3 and 8 have also denied that the Whistleblower Code referred to in the plaint was applicable to the Plaintiff.

270. In reply to Paragraph No. 40, the defendant Nos.3 and 8 have denied, for want of knowledge, the contents that do not pertain to them. They have contended that the Plaintiff has not placed on record particulars of any unethical or irregular practices at Defendant Nos. 4, 6 or 7 or of any act of whistleblowing on his part.

271. They have further contended that, even assuming without conceding that the Plaintiff made any disclosures after termination of his services, such disclosures would have no bearing on his claim of alleged wrongful termination from Defendant No. 4. They have denied that any action was liable to be taken against

Defendant No. 3 under the Whistleblower Code referred to in the plaint and have sought leave to refer to and rely upon their preliminary objections.

272. In reply to Paragraph No. 41, the defendant Nos.3 and 8 have denied, for want of knowledge, the contents that do not pertain to them and have put the Plaintiff to strict proof thereof. They have stated that they were not privy to the communications and correspondence referred to in the said paragraph and that the same do not pertain to them.

273. They have denied that any retaliatory conduct was being orchestrated against the Plaintiff and have further denied that the Whistleblower Code of Defendant No. 7 was applicable to the facts of the present case. On the ground that the said code was not applicable, they have also denied that Defendant Nos. 6 and 7 were bound to ensure compliance therewith by exercising control over the actions of Defendant No. 3.

274. In reply to Paragraph No. 42, the defendant

Nos.3 and 8 have denied the contents thereof as false and baseless. They have denied being liable in any manner for the alleged wrongful, unjust, mala-fide or arbitrary termination of the Plaintiff from Defendant No. 4.

275. They have contended that the allegations are bald and unsubstantiated, particularly those relating to the termination being contrary to the policies of Defendant Nos. 6 and 7. They have denied that the Plaintiff was governed by the Willis Towers Watson Anti-Bribery and Corruption Policy dated July 2016 or the Willis Towers Watson Code of Conduct dated October 2017 and have put the Plaintiff to strict proof thereof. They have reiterated that Defendant No. 4 has adopted its own Code of Conduct governing instances of whistleblowing.

276. In reply to Paragraph No. 43, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge. They have reiterated that the Plaintiff's employment was not terminated by them and that, in any event, the termination was in accordance with the terms of

the employment agreement. According to them, they cannot be held responsible for the alleged wrongful termination.

277. They have put the Plaintiff to strict proof of the alleged loss of income, loss of opportunity and decreased earnings purportedly suffered by him for the remainder of his working life. They have denied that the Plaintiff was wrongfully terminated or is entitled to damages consequent thereto.

278. The defendant Nos.3 and 8 have further denied that the Plaintiff is entitled to recover damages from them, including ₹3,67,97,082/-, on the ground that he allegedly had to accept employment at a lower income and with lesser incentives. They have also denied any liability for the alleged losses claimed by the Plaintiff.

279. In reply to Paragraph No. 44, the defendant Nos.3 and 8 have denied the contents thereof as false for want of knowledge and have put the Plaintiff to strict proof thereof. They have contended that, according to the

Plaintiff's own pleaded case, the averments contained in the said paragraph do not form part of the subject matter of the present proceedings and are therefore irrelevant and do not merit consideration.

280. In reply to Paragraph No. 45, the defendant Nos.3 and 8 have denied the contents thereof as false. They have denied that Defendant No. 3 victimised the Plaintiff, caused his alleged wrongful or mala-fide suspension and termination, or withheld his gratuity payments

281. They have contended that the Plaintiff has failed to attribute any specific role to Defendant No. 3 in these matters and has made only bald averments. They have reiterated that Defendant No. 3 did not take any decision relating to the suspension or termination of the Plaintiff from Defendant No. 4. They have further pointed out that no such averment has been made against Defendant No. 8.

282. The defendant Nos.3 and 8 have denied engaging in a smear campaign to destroy the Plaintiff's credibility or harm his professional reputation in the

market. They have also denied making any slanderous, defamatory, disparaging or maliciously false statements against the Plaintiff to the four individuals named in the plaint.

283. According to them, the Plaintiff has failed to substantiate these allegations either in the plaint or in the accompanying documents. They have reiterated that only the affidavit of Mr.Kanchan Mitra refers to Defendant No. 3 and that the statements allegedly made by Defendant No. 3, as referred to therein, are denied. They have further stated that neither the plaint nor the accompanying affidavits refer to any such statements allegedly made by Defendant No. 8.

284. The defendant Nos.3 and 8 have denied making statements that the Plaintiff acted unethically, committed financial irregularities in handling the information technology projects of Defendant No. 4, embezzled money by awarding contracts through unfair means to the company's IT vendors, accepted allegations of financial

irregularities and was therefore terminated, or engaged in underhand dealings with wellness companies to divert money from Defendant No. 4.

285. They have contended that even the affidavits annexed to the plaint do not establish that they made any such statements against the Plaintiff. Accordingly, they have contended that the claims against them are liable to be dismissed.

286. In reply to Paragraph No. 46, the defendant Nos.3 and 8 have denied the contents thereof as false and baseless. They have denied having any intention to derail the Plaintiff's career or destroy his reputation in the insurance market and have further denied that any such intention is evident from the four affidavits annexed to the plaint.

287. They have put the Plaintiff to strict proof thereof and have reiterated that only the affidavit of Mr.Kanchan Mitra mentions Defendant No. 3, the statements allegedly made by Defendant No. 3 as referred to therein being

denied. They have further stated that the plaint and the affidavits annexed thereto contain no reference to any such statements allegedly made by Defendant No. 8.

288. In reply to Paragraph No. 47, the defendant Nos.3 and 8 have denied the contents thereof as false and baseless. They have denied that the affidavits annexed to the plaint establish that any defamatory statements were made against the Plaintiff or that his employment was wrongfully terminated by them.

289. They have further denied that the alleged statements would cause right-thinking members of society to shun or avoid the Plaintiff or that the statements were calculated to disparage him in his profession or calling as a registered insurance broker.

290. The defendant Nos.3 and 8 have reiterated that Defendant No. 8 is not mentioned in the affidavits in question and that Defendant No. 3 is mentioned only in the affidavit of Mr.Kanchan Mitra. They have denied the statements allegedly attributed to Defendant No. 3 in the

said affidavit and have contended that the affidavit does not demonstrate how the statements are defamatory or intended to lower the Plaintiff's reputation.

291. They have further reiterated that the affidavit of Mr.Kanchan Mitra is replete with falsehoods and merits no consideration by this Court. They have sought leave to refer to and rely upon their preliminary objections.

292. In reply to Paragraph Nos.48 and 49, the defendant Nos.3 and 8 have denied the contents thereof as false and misleading. They have denied making any false or malicious statements or insinuations calculated to cause pecuniary damage to the Plaintiff in his profession or calling or to lower his reputation in the insurance market.

293. They have consequently denied that their actions lowered the Plaintiff's reputation in the eyes of the four individuals referred to in the plaint and have put the Plaintiff to strict proof thereof. They have reiterated their preliminary objections and sought leave to refer to and rely upon the same.

294. In reply to Paragraph No. 50, the defendant Nos.3 and 8 have denied the contents thereof as incorrect and misconceived. They have denied making defamatory statements against the Plaintiff to any third party or at all, or intending to defame the Plaintiff or destroy his market reputation. They have also denied that any palpable or implicit threat of such action exists.

295. They have contended that the Plaintiff has failed to attribute any specific role to them or substantiate the allegations. Accordingly, they have denied that the Plaintiff is entitled to a permanent injunction restraining them or their employees, agents, servants, affiliates or persons claiming under them from directly or indirectly making, publishing, republishing or circulating any disparaging, defamatory or maliciously false statements against the Plaintiff.

296. The defendant Nos.3 and 8 have further denied that any harm or injury would be caused to the Plaintiff if the relief is not granted or that monetary compensation

would be inadequate to redress any alleged harm. They have reiterated that they have committed no illegal or wrongful act and that no harm has resulted from any act on their part. They have therefore denied that the Plaintiff is entitled to the reliefs sought.

297. In reply to Paragraph No. 51, the defendant Nos.3 and 8 have denied the contents thereof as incorrect and misconceived. They have denied making or circulating defamatory or disparaging statements or uttering malicious falsehoods against the Plaintiff and have consequently denied causing any loss or damage, much less substantial or unquantifiable loss or damage.

298. They have contended that there is no basis for the Plaintiff's apprehension that defamatory statements have been made by them to other entities or third parties. They have also denied that the four affidavits annexed to the plaint suggest that they threatened to further malign or tarnish the Plaintiff's reputation.

299. The defendant Nos.3 and 8 have reiterated that

Defendant No. 8 is not mentioned in the said affidavits and that only the affidavit of Mr.Kanchan Mitra refers to Defendant No. 3. Although the statements allegedly made by Defendant No. 3, as referred to in the affidavit, are denied, the defendant Nos.3 and 8 have contended that the affidavit does not disclose any basis for the Plaintiff's allegation of defamation or establish any threat by Defendant No. 3 to further malign or tarnish the Plaintiff's reputation. The Plaintiff has been put to strict proof thereof.

300. In reply to Paragraph No. 52, the defendant Nos.3 and 8 have denied the contents thereof in their entirety. They have contended that they made no defamatory statements to the four individuals named by the Plaintiff and that nothing in the plaint or the accompanying documents suggests otherwise.

301. They have denied making or uttering any statements to the said individuals amounting to malicious falsehoods, disparagement or defamation and have sought

leave to refer to and rely upon their preliminary objections. They have consequently denied that any defamatory, disparaging or maliciously false statements were published to the four individuals or that they intended to cause harm to the Plaintiff's reputation, particularly in his profession or calling. They have further denied that the Plaintiff's reputation has been lowered and have put him to strict proof thereof.

302. In reply to Paragraph No. 53, the defendant Nos.3 and 8 have denied the contents thereof in their entirety. They have denied causing any unwarranted character assassination or deliberate attack on the Plaintiff's business reputation and have reiterated that the Plaintiff has failed to plead any sustainable case against them.

303. They have consequently denied that any actionable claim lies against them or that compensatory, punitive, general or special damages can be imposed upon them under the law relating to defamation or wrongful

termination. They have further denied committing the torts of defamation, disparagement or malicious falsehoods or being responsible for wrongful termination. Accordingly, they have denied that the Plaintiff is entitled to a decree for damages against them.

304. In reply to Paragraph No. 54, the defendant Nos.3 and 8 have stated that the contents thereof do not merit a response.

305. In reply to Paragraph No. 55, the defendant Nos.3 and 8 have denied, as false, the contents that do not pertain to them and have put the Plaintiff to strict proof thereof. They have contended that no cause of action lies against them in respect of the allegations of defamation or wrongful termination.

306. They have denied that Defendant No. 3 uttered malicious falsehoods concerning the Plaintiff to Mr.Kanchan Mitra on 18.07.2018 or that the cause of action for the present suit arose on that date. They have sought leave to refer to and rely upon their preliminary

objections.

307. The defendant Nos.3 and 8 have further denied that the alleged wrongful termination of the Plaintiff resulted directly from the actions of Defendant No. 3. According to them, the Plaintiff has failed to identify the specific actions of Defendant No. 3 that allegedly resulted in the termination of his employment and has based his claim against her on bald and exaggerated averments. They have reiterated that Defendant No. 3 did not take the decision to terminate the Plaintiff's employment with Defendant No. 4.

308. They have also denied that the actions of Defendant No. 3 were unauthorised and have stated that her actions were taken with the knowledge of her superiors at Defendant No. 8. They have denied that Defendant No. 3 acted under the instructions of, or with the knowledge of, Defendant Nos. 6 and 7 and have put the Plaintiff to strict proof thereof.

309. The defendant Nos.3 and 8 have further denied

that, during the first week of October 2018, Defendant No. 3 informed Mr.Kanchan Mitra that the allegations against the Plaintiff were fabricated and manufactured as a ploy to force him to resign from Defendant No. 4, or that any cause of action arose on that date. They have contended that, even assuming without accepting that such a statement was made, the Plaintiff has failed to demonstrate how it was defamatory or intended to lower his reputation.

310. They have denied that the defendant Nos.3 and 8defendant Nos.3 and 8 made any statements to third parties without the Plaintiff's knowledge or that any cause of action arose on the dates alleged by the Plaintiff. They have specifically denied that any cause of action against them arose on or around 25.08.2018, 29.08.2018, 28.07.2018 or 19.02.2019.

311. The defendant Nos.3 and 8 have reiterated that only the affidavit of Mr.Kanchan Mitra mentions Defendant No. 3 and that the statements allegedly made by Defendant No. 3, as referred to therein, are denied. They have

contended that, even assuming without admitting that any cause of action relating to defamation arose on the dates alleged, the reliefs sought in the plaint are nevertheless barred by limitation.

312. They have further denied that the alleged statements lowered the Plaintiff's reputation in the eyes of the four individuals or that they have made or continue to make defamatory or disparaging statements against the Plaintiff to third parties. They have denied that the cause of action continues to subsist or that the Plaintiff instituted the suit at the earliest possible opportunity or within the period of limitation.

313. The defendant Nos.3 and 8 have reiterated that the reliefs sought by the Plaintiff in relation to the alleged defamation are barred by limitation and have sought leave to refer to and rely upon their preliminary objections in this regard.

314. In reply to Paragraph Nos. 56, 57 and 58, the defendant Nos.3 and 8 have contended that there is no

basis for the Plaintiff to apprehend that any allegedly defamatory statements have been made to third parties and, consequently, there is no basis for granting the relief sought by him.

315. In reply to Paragraph No. 59, the defendant Nos.3 and 8 have denied the prayers sought by the Plaintiff as baseless, unsubstantiated and an abuse of the process of law. They have contended that the Plaintiff is not entitled to any relief against them, as prayed for or otherwise, and have sought leave to refer to and rely upon the contents of their written statement

316. In view of the above contentions, Defendant Nos. 3 and 8 have prayed that this Court be pleased to dismiss the suit with exemplary costs and pass such other orders as this Court may deem fit.

317. On the basis of the pleadings and rival contentions, my learned predecessor in the office has framed the following:-

ISSUES

1. **Whether the plaintiff proves he is entitled to seek permanent injunction concerning, publishing, sharing, circulating malicious, defamatory statements as pleaded?**
2. **Whether the plaintiff proves he is entitled to seek mandatory injunction against defendants as prayed?**
3. **Whether the plaintiff proves he is entitled to seek punitive damages of Rs.1 Crore as prayed?**
4. **Whether the plaintiff proves he has been terminated against terms of his appointment by defendant No.4 as prayed?**
5. **Whether plaintiff proves defendants No.3, 4, 6 and 7 are liable to answer his suit prayer specifically the termination from service?**
6. **Whether plaintiff proves special damages payable by defendant No.4, 6 to 8 of Rs.3,67,97,082/-?**
7. **Whether plaintiff proves he is entitled to seek Rs.10 lakhs compensation towards mental agony suffered by him?**

8. Whether plaintiff prove that suit valued for the purpose of court fee and concerning damages claimed?

9. Whether defendants prove that the suit of the plaintiff is barred by limitation?

10. Whether the defendants prove suit of the plaintiff is not maintainable?

11. What are the relief parties are entitled?

12. What Orders or Decree?

318. In order to substantiate the case, the Plaintiff has examined himself as PW-1, Ex.P.1 to P.188 are marked on behalf of plaintiff. On the other hand, defendant No.1 Mr.Rohit Jain examined himself as DW1, defendant No.2 Mr.Vijay Kumar Suri examined himself as DW2. One Mr.Abhijit S Sohoni was examined as DW3, Mr.Vivek Nath Director of Defendant No.8 company is examined as DW4, Mr.Dedric Luah @ Luah Tai Cheun was examined as DW5 and Ex.D.1 to Ex.D.21 are marked on behalf of the defendants. Neither the defendant No.5 nor their counsel appeared before the court after filing of their written statement. The defendant No.5 neither cross-examined PW1, DW1 to DW5 nor lead his evidence.

319. Heard the learned counsel for the plaintiff. Heard arguments of the respective learned counsels appearing for defendants. Learned counsel for the plaintiff and the respective learned counsel for the defendant have also filed their written arguments along with list of decisions. Learned counsel for defendant No.5 remained absent and have not submitted their arguments.

320. **List of decisions referred by the counsel for the plaintiff.**

- Bachhaj Nahar vs. Nilima Mandal and Ors. (2008) 17 SCC 491
- S.P. Chengalvaraya Naidu vs Jagannath 1994 (1) SCC 1
- Gopal Krishnaji Ketkar v. Mohamed Haji Latif & Ors 1968 SCC OnLine SC 63
- Bareilly Electricity Supply Co. Ltd. v. Workmen, (1971) 2 SCC 617
- IMA-PG (India) (P) Ltd. v. Accupack, 2019 SCC OnLine Bom 1052
- A.K. Kraipak and Ors vs. Union of India (UOI) and Ors. (1969) 2 SCC 262
- Goetze (India) Ltd. v. H.R. Thimappa Gowda,

2015 SCC OnLine Kar 8597

- Radha Sundar Dutta s. Mohd. Jahadur Rahim 1958 SCC OnLine SC 38
- All India Power Engineer Federation v. Sasan Power Ltd. (2017) 1 SCC 487
- Satish Solvent Extractions Pvt. Ltd. v. New India Assurance Company Ltd., 1996 SCC OnLine Bom 2

321. **List of decisions referred by the counsel for the defendant No.1, 2 and 4.**

- B.M. Thimmaiah v. T.M. Rukmini (AIR 2013 Karnataka 81)
- Miss Dhilshathu Beegam T. vs. Dr. A. Premadas & Ors. (Criminal Appeal No. 630/2015)
- Balvantray Ratilal Patel Vs. The State of Maharashtra (AIR 1968 SC 800)
- Binny Ltd & Anr. Vs. V Sadasivan & Anr. (2005) 6 SCC 657)
- Satya Narain Garg v. DCM Ltd & Ors.(2012 (127) DRJ 216)
- L.M. khosla Vs Thai Airways International Public Compnay Limited and Another (2012 SCC OnLine Del 4019)
- M/s. Classic Motors Ltd. Vs. M/s. Maruti

Udyog Ltd., (MANU/DE/0586/1996)

- Rajasthan Breweries Ltd. vs. The Stroh Brewery Company (MANU/DE/0860/ 2000) /(2000 (55) DRJ 68))
- Pavanendra Narayan Verma Vs. Sanjay Gandhi P.G.I. of Medical Sciences & Ors. (AIR 2002 SC 23)
- S.S. Shetty v. Bharat Nidhi Ltd., (AIR 1958 SC 12)
- GE Captial Transportation Financial Services Ltd vs. Shri. Tarun Bhargava (2012 LLR 608)

322. **List of decisions referred by the counsel for the defendant No.3, 6, 7 and 8.**

- Abhijit Mishra v. Wipro Limited. 2025 SCC OnLine Del 4976
- Chowdamma (D) by LR and Another v. Venkatappa (D) by LRs and Another, 2025 SCC OnLine SC 1814)
- Dorab Cawasji Warden v. Coomi Sorab Warden and Others, (1990) 2 SCC 117
- Bramha Chellaney v. Vishwanath A. Pai Panandiker (Civil Revision Application No. 18 of 2007) -Hon'ble High Court of Bombay
- S. Mukunchand Bothra v. Sivaji Rao Gaikwad and Another, 2018 SCC OnLine

Mad 13809

- Life Insurance Corporation of India v. Escorts Ltd. and Others, (1986) 1 SCC 264
- Salomon v. A. Salomon & Co. Ltd., [1897] AC 22 (HL)
- Muddasani Venkata Narsaiah (Dead) through Legal Representatives v. Muddasani Sarojana, (2016) 12 SCC 288
- Gaurav Rajgaria v. Maruti Suzuki India Limited and Others, 2025 SCC OnLine Del 7707
- S.S. Shetty v. Bharat Nidhi Ltd., AIR 1958 SC 12

323. On the basis of the materials available on record, my finding on the above issues are as under;

Issue No.1:- In the Negative

Issue No.2:- In the Negative

Issue No.3:- In the Negative

Issue No.4:- In the Affirmative

Issue No.5:- In the Affirmative

Issue No.6 :- In the Affirmative

Issue No.7 :- In the Affirmative

Issue No.8:- Does not survive for consideration

Issue No.9 and 10:- Partly in the Affirmative, insofar as the claims for compensation arising from the specifically identified defamatory publications are concerned.

Issue No.11 and 12:- As per final order for the following:-

REASONS

324. **Issue No.1:-** The plaintiff has sought the relief of permanent injunction restraining the defendants from publishing, sharing, circulating, republishing or otherwise disseminating the alleged defamatory statements and malicious falsehoods concerning him. The plaintiff's case is that the statements attributed to the defendants have adversely affected his professional reputation and that the apprehension of further dissemination warrants preventive relief against the defendants.

325. The defendants have disputed the plaintiff's entitlement to such relief and have specifically contended that the allegations concerning defamation are founded upon statements allegedly made during July, August and October 2018, whereas the present suit was instituted on

18.01.2021. They have further contended that the plaintiff cannot rely upon the continuing consequences of the alleged publications to overcome the bar of limitation or to obtain an injunction in respect of stale claims.

326. Upon careful and meticulous perusal of the pleadings and the material referred to in the evidence, it is apparent that the plaintiff has identified the alleged defamatory communications as having been made to Mr.Kanchan Mitra on 18.07.2018, to Mr.Pramod Kumar Pandey on 24.07.2018, to Mr. Vinoth Kumar and Ms.Vidya Ramachandran on 23.08.2018, and on certain further occasions during the first week of October 2018. The plaintiff has relied upon these alleged communications as the foundation of his claims concerning injury to reputation and the consequential reliefs sought against the defendants.

327. Articles 75 and 76 of the Schedule to the Limitation Act, 1963, prescribe a period of one year for suits seeking compensation for libel and slander,

respectively, calculated in accordance with the commencement prescribed under the applicable Article. The statutory period applicable to a claim for compensation for an alleged defamatory publication cannot be enlarged merely because the plaintiff alleges that the consequences of the publication continued to affect his reputation or professional standing.

328. In the present case, the specifically identified publications are alleged to have occurred during July, August and October 2018, whereas the present suit was instituted on 18.01.2021. The ordinary period of one year applicable to the claims for compensation arising from those publications had, therefore, expired long before the institution of the present suit. The plaintiff has not established, on the material presently considered, a legally sufficient basis for excluding the relevant period or treating those identified publications as having occurred within the prescribed period.

329. The plaintiff's contention that the alleged

statements may have been communicated to different persons on different occasions requires a distinction between the continuing consequences of an earlier publication and a fresh publication constituting a distinct actionable wrong. A fresh and independent publication, if specifically pleaded and proved, must be considered on its own facts and limitation period. However, the mere apprehension that the statements may have been circulated further, or that the plaintiff's reputation continues to suffer, does not automatically extend limitation in respect of the earlier publications.

330. The earlier institution of O.S. No. 177/2020 and the subsequent pre-litigation mediation proceedings do not, merely by their institution, revive a cause of action that had already become barred by limitation. Any exclusion of time must satisfy the requirements of the applicable statutory provision. In particular, Section 14 of the Limitation Act, 1963, cannot be invoked merely because an earlier proceeding was instituted and subsequently withdrawn; the statutory conditions

governing exclusion of time must be established. The precise terms of the order passed in the earlier suit and the circumstances of its withdrawal must be considered in determining whether any exclusion is legally available. On the dates pleaded, the ordinary limitation period for the specifically identified publications had already expired before the earlier suit was instituted.

331. It is also necessary to distinguish the limitation applicable to compensation for defamation from the legal requirements governing preventive relief. The one-year period prescribed by Articles 75 and 76 does not, by itself, determine the limitation applicable to every suit for injunction. Nevertheless, the plaintiff must establish a legally maintainable cause of action and a sufficient factual basis for the preventive relief sought. A permanent injunction cannot be granted merely on the basis of an apprehension of future dissemination, without establishing the requisite legal entitlement and the conduct warranting such relief.

332. In the present case, the plaintiff has not established a distinct and timely publication, or other sufficient factual foundation, warranting a permanent injunction against the defendants in respect of the alleged defamatory statements pleaded in the suit. The claims founded upon the specifically identified publications are time-barred insofar as compensation for libel or slander is concerned. The plaintiff has also not established an independent and sufficient basis, on the material considered for this issue, for granting the broad preventive relief sought.

333. Accordingly, this Court is of the considered opinion that the plaintiff has failed to establish his entitlement to a permanent injunction restraining the defendants from publishing, sharing, circulating or disseminating the alleged defamatory statements as prayed for. This finding is confined to the relief sought in respect of the pleaded defamation claim and shall

not be construed as determining any independent cause of action arising from a distinct publication, if otherwise legally maintainable and established. **Hence, Issue No. 1 is answered in the Negative.**

334. **ISSUE No. 2:-** The plaintiff has sought a mandatory injunction directing the defendants to issue a public apology in respect of the alleged defamatory statements and the injury to reputation said to have been caused thereby. The relief is founded upon the plaintiff's assertion that the defendants made or communicated false and disparaging statements concerning him and that corrective action by way of a public apology is necessary to redress the alleged injury.

335. The defendants have disputed the allegations and denied that the plaintiff is entitled to the relief sought. They have also relied upon the dates of the alleged publications and contended that the

claims arising therefrom are barred by limitation.

336. A mandatory injunction is an equitable remedy and cannot be granted merely because a party alleges that his reputation has been adversely affected. The plaintiff must establish the legal right sought to be enforced, the corresponding obligation of the defendants and the circumstances justifying the grant of the particular mandatory relief. The Court must further ensure that the relief sought is legally sustainable and supported by the pleadings and evidence.

337. In the present case, the alleged obligation to issue a public apology arises principally from the plaintiff's allegations concerning the defamatory statements said to have been made during July, August and October 2018. As already discussed, while considering Issue No. 1, the claims for compensation arising from those specifically identified publications

were instituted beyond the one-year period prescribed by Articles 75 and 76 of the Limitation Act, 1963. The plaintiff has not established a legally sufficient basis for excluding the relevant period or otherwise bringing those claims within the prescribed period.

338. The plaintiff cannot overcome the consequences of limitation applicable to the pleaded defamation claims merely by seeking a different form of relief founded upon the same alleged publications. At the same time, the Court must distinguish the limitation governing compensation for libel or slander from that governing a suit for mandatory injunction. The latter relief must be examined according to its own legal character and the applicable limitation provisions. The expiry of the one-year period under Articles 75 and 76 does not, by itself, establish that every possible claim for mandatory injunction is barred; however, it does not dispense with the

requirement that the plaintiff establish an enforceable right and the legal basis for the relief claimed.

339. Upon consideration of the material referred to in the pleadings and evidence, the plaintiff has not established a sufficient independent legal basis for directing the defendants to issue a public apology in respect of the alleged publications. The alleged communications, their attribution to the respective defendants and the circumstances warranting the mandatory relief must be established in accordance with law. The relief cannot be granted solely on the basis of the plaintiff's assertion that the statements were defamatory or that an apology would restore his reputation.

340. Further, no mandatory direction can be issued merely as a consequential measure to revive or indirectly enforce a claim for compensation that is barred by limitation. In the absence of a sufficiently

established and legally maintainable basis for the particular relief, the plaintiff is not entitled to the mandatory injunction sought in relation to the pleaded defamation claim.

341. Accordingly, this Court holds that the plaintiff has failed to establish his entitlement to a mandatory injunction directing the defendants to issue a public apology as prayed for. This finding is confined to the relief founded upon the alleged defamatory publications in the present suit and does not determine any independent relief arising from a separate cause of action not established in the present issue. **Hence, Issue No. 2 is answered in the Negative.**

342. **Issue No. 3:-** The plaintiff has claimed a sum of ₹1,00,00,000/- towards damages arising from the alleged defamatory publications and the consequent injury to his professional reputation. The

defendants have denied liability and contended that the plaintiff has neither established an actionable basis for the claim nor instituted the proceedings within the period prescribed by law.

343. The expression used in the issue notwithstanding, the claim for ₹1,00,00,000/- must be examined according to its substantive nature as a claim for monetary compensation arising from the alleged defamatory publications. The plaintiff must establish the actionable statements, their publication, the liability of the defendants concerned and the legal basis for the compensation claimed. In addition, the claim must satisfy the applicable requirements of limitation.

344. Articles 75 and 76 of the Schedule to the Limitation Act, 1963, prescribe a period of one year for a suit for compensation for libel and slander, respectively. In the case of libel, limitation commences

from the date on which the libel is published; in the case of slander, it commences from the date on which the actionable words are spoken or, where the words are not actionable in themselves, from the date on which the special damage complained of results.

345. The plaintiff's own case identifies the alleged publications as having occurred on 18.07.2018, 24.07.2018, 23.08.2018 and during the first week of October 2018. The present suit was instituted on 18.01.2021. Even if the dates pleaded by the plaintiff are accepted for the purpose of computing limitation, the ordinary one-year period applicable to the claims for compensation arising from those publications had expired long before the institution of the present suit.

346. The plaintiff has contended that the alleged statements were communicated to different persons on different occasions and that he became aware of certain statements only subsequently. However, under

the applicable Articles, limitation is ordinarily computed from the date of publication or the speaking of the actionable words, as the case may be, and not merely from the date on which the plaintiff subsequently acquired knowledge of the statement. No legally sufficient ground has been established in the material considered for this issue to postpone the commencement of limitation or to exclude a period sufficient to render the specifically identified claims timely.

347. The plaintiff's reliance upon the earlier suit, O.S. No. 177/2020, instituted on 25.06.2020, and the subsequent mediation proceedings does not, by itself, save the claims from limitation. The statutory requirements for exclusion of time, where applicable, must be established. As the ordinary limitation period for the identified publications had already expired before the institution of the earlier suit, the mere

institution and subsequent withdrawal of that suit cannot revive the already time-barred claims. The effect of the earlier proceeding must, in any event, be determined in accordance with the applicable statutory provisions and the actual order passed therein.

348. The plaintiff's contention that the consequences of the alleged defamatory publications continued to affect his reputation cannot be accepted as a sufficient ground for extending the limitation period. A continuing injury resulting from an earlier publication is not, without more, equivalent to a fresh publication giving rise to a new cause of action. A distinct subsequent publication, if specifically pleaded and proved, would require separate consideration; no such publication can be presumed merely from the general allegation that the statements may have continued to circulate.

349. It is also necessary to clarify that the bar of

limitation is a determination distinct from the merits of the alleged defamatory statements. The conclusion that the claims for compensation are time-barred does not, by itself, establish that the statements were true or false, nor does it amount to a finding that the defendants necessarily did or did not make them. It determines that compensation cannot be awarded in respect of the specifically identified publications when the claim is instituted beyond the prescribed period and no legally sufficient basis for exclusion or extension has been established.

350. In the circumstances, the plaintiff is not entitled to recover the sum of ₹1,00,00,000/- as compensation for the specifically identified defamatory publications. Since the claim is barred by limitation, it is unnecessary to determine every disputed question concerning the truth, falsity or precise defamatory meaning of those publications solely for the purpose of

deciding this monetary claim.

351. Accordingly, this Court holds that the plaintiff has failed to establish his entitlement to the claimed sum of ₹1,00,00,000/- in respect of the specifically identified defamatory publications, the claim being barred by limitation under Articles 75 and 76 of the Limitation Act, 1963, as applicable to the particular publications. **Hence, Issue No. 3 is answered in the Negative.**

352. **Issue No. 9 and 10:-** Since these issues are interlinked with each other, they are taken up together for common discussion in order to avoid repetition of facts.

353. The defendants have specifically contended that the plaintiff's claims founded upon the alleged defamatory publications are barred by limitation, as the statements relied upon by the plaintiff are alleged to have been made during July, August and October

2018, whereas the present suit was instituted on 18.01.2021. The plaintiff has resisted the objection by contending that the statements were communicated to different persons on different occasions, that their circulation and consequences continued and that the earlier proceedings and subsequent mediation must also be taken into account.

354. The objection must be examined with reference to the nature of each cause of action and the statutory period applicable to the relief claimed. The Court cannot determine limitation merely by considering the suit as a single and indivisible proceeding when the plaint contains distinct claims founded upon different legal rights and alleged acts.

355. Article 75 of the Schedule to the Limitation Act, 1963, prescribes a period of one year for a suit for compensation for libel, commencing from the date on which the libel is published. Article 76 prescribes a

period of one year for compensation for slander, commencing from the date on which the actionable words are spoken or, where the words are not actionable in themselves, from the date on which the special damage complained of results. Accordingly, the applicable period must be determined with reference to the nature of the alleged defamatory statement and the relevant date of publication or speaking of the words.

356. In the present case, the plaintiff has relied upon alleged statements communicated to Mr.Kanchan Mitra on 18.07.2018, Mr.Pramod Kumar Pandey on 24.07.2018, Mr.Vinoth Kumar and Ms.Vidya Ramachandran on 23.08.2018, and further statements allegedly made during the first week of October 2018. The suit was instituted on 18.01.2021. On the dates pleaded by the plaintiff, the ordinary one-year limitation period for compensation arising from these publications had expired before the institution of

the present suit.

357. The plaintiff's contention that he acquired knowledge of certain statements only subsequently does not, by itself, postpone the commencement of limitation prescribed under Articles 75 and 76. The statutory starting point is ordinarily the date of publication or the speaking of the actionable words, as applicable, subject to any legally relevant provision that may be established. The plaintiff has not demonstrated, on the material considered for this issue, a sufficient legal basis for postponing the commencement of limitation in respect of the specifically identified publications.

358. The contention that the defamatory statements constituted a continuing wrong also cannot be accepted in the absence of proof of a fresh and independent publication. The continuing effect of an earlier statement upon the plaintiff's reputation is

distinct from a subsequent publication that may independently give rise to an actionable claim. Each specifically established subsequent publication must be examined on its own facts and limitation period. A general allegation of continuing circulation does not automatically render every earlier publication actionable within limitation.

359. The plaintiff has further relied upon O.S.No.177/2020, instituted on 25.06.2020 and subsequently withdrawn by an order dated 12.08.2020, as well as the pre-litigation mediation proceedings declared a non-starter on 28.09.2020. However, the mere institution of an earlier suit or the commencement of mediation does not automatically revive a cause of action that had already become barred by limitation.

360. Section 14 of the Limitation Act, 1963, permits exclusion of time spent prosecuting an earlier

civil proceeding only where the statutory conditions are satisfied, including due diligence, good faith and the inability of the earlier Court to entertain the proceeding because of a defect of jurisdiction or another cause of a like nature. The mere fact that an earlier suit was instituted and subsequently withdrawn does not automatically entitle the plaintiff to exclusion of the period spent therein. The actual order passed in the earlier suit and the circumstances of withdrawal must be examined before any such exclusion can be allowed.

361. In the present case, the ordinary one-year limitation period applicable to the specifically identified publications had already expired before O.S.No.177/2020 was instituted. Therefore, the institution of that proceeding does not, by itself, revive the claims that had already become time-barred. Likewise, the subsequent mediation proceedings

cannot be treated as a general mechanism for reviving an expired cause of action. Any exclusion available under an applicable statutory provision must be established and computed in accordance with its terms.

362. On the foregoing analysis, this Court is of the considered opinion that the defendants have established that the claims for compensation arising from the specifically identified defamatory publications of July, August and October 2018 were instituted beyond the period prescribed under Articles 75 and 76 of the Limitation Act, 1963. Those claims are consequently barred by limitation.

363. However, the limitation objection must not be extended indiscriminately to every relief claimed in the suit. The one-year period prescribed under Articles 75 and 76 specifically governs the claims for compensation for libel and slander. The limitation

applicable to the prayers for permanent injunction, mandatory injunction, declaration and damages founded upon an independent contractual or other cause of action must be determined according to the legal character of the particular relief, the applicable provisions of the Limitation Act and the facts pleaded and established. Such reliefs cannot be held barred merely by mechanically applying Articles 75 and 76 without examining their independent legal basis.

364. In particular, the plaintiff's claims concerning wrongful termination, alleged violation of the Whistleblower Code and employment-related damages arise from distinct asserted rights and obligations. Their limitation and maintainability must be determined independently in accordance with the applicable law and the findings on those issues. The present finding does not determine those claims merely because the claims for compensation arising from the

identified defamatory publications are time-barred. Accordingly, this Court holds that the defendants have proved the bar of limitation **only in respect of the plaintiff's claims for compensation arising from the specifically identified defamatory publications**, under Articles 75 and 76 of the Limitation Act, 1963, as applicable to those publications. The defendants have not, merely by establishing the limitation bar applicable to those defamation claims, established that every independent claim and relief sought in the suit is barred by limitation. **Hence, Issue No. 9 and 10 are answered Partly in the Affirmative, confined to the claims for compensation arising from the specifically identified defamatory publications.**

365. **Issue No.4:-** The controversy arising under this issue is not confined to the bare question of whether Defendant No. 4 possessed a contractual power to terminate the plaintiff's employment. The real question is whether the termination effected on

28.09.2018, when examined in the context of the terms of the appointment, the policies governing the employment relationship, the obligations undertaken by the defendants, and the circumstances immediately preceding the impugned action, was consistent with the contractual framework binding upon the parties.

366. The plaintiff's case is that he entered the employment of Defendant No. 4 in 2011 and was entrusted with substantial professional responsibilities in the Employee Benefits/Health and Benefits vertical; that he discharged those responsibilities over a considerable period; that he raised concerns regarding alleged wrongdoing within the establishment; that he was suspended on 17.07.2018; that the suspension was revoked on 27.09.2018; and that his employment was terminated on the very next day, namely, 28.09.2018. According to the plaintiff, the termination cannot be viewed as an isolated contractual event

divorced from the preceding circumstances and the non-retaliation commitments contained in the policies adopted by Defendant No. 4.

367. The defendants, on the other hand, seek to justify the termination by relying upon their contractual authority to terminate employment by notice or salary in lieu thereof. Their defence necessarily requires the Court to determine whether compliance with the notice-pay provision, by itself, establishes compliance with every other obligation governing the employment relationship.

368. The plaintiff bears the burden of establishing the material facts constituting the alleged breach. However, that burden must be discharged by reference to the evidence as a whole, including the defendants' own documents, the admissions elicited from their witnesses, the contemporaneous chronology, and the contractual provisions governing

the relationship. The burden of proof does not require the plaintiff to establish his case in isolation from evidence emanating from the defendants themselves.

369. The Court must, therefore, examine the pleadings, the contractual documents, the policies, and the oral evidence cumulatively. The legal consequences of the impugned termination must emerge from that integrated examination rather than from a mechanical reliance upon one contractual clause.

370. The first principle governing the adjudication of this issue is that the Court must determine the controversy upon the material facts pleaded by the parties. Evidence cannot ordinarily be employed to establish a materially different case from the one set up in the pleadings, nor can a party be permitted to secure a finding on a factual foundation which the opposite party had no fair opportunity to

contest.

371. In ***Bachhaj Nahar v. Nilima Mandal and Others***, (2008) 17 SCC 491, the Hon'ble Supreme Court emphasised the fundamental importance of pleadings in civil proceedings. The ratio of the decision is that the Court cannot grant relief on a case which is materially different from the case pleaded, and that the opposite party must have an adequate opportunity to meet the case upon which relief is sought. The judgment reinforces the principle that pleadings define the contours of the controversy and that adjudication must remain within those contours.

372. The said principle does not, however, authorise the Court to disregard relevant evidence merely because it emanates from the opposite party or because it assumes significance during cross-examination. Once the material facts have been pleaded, the Court must examine all legally admissible

evidence bearing upon those facts, including admissions which support or contradict the respective cases. In the present case, the plaintiff's challenge to the termination is founded upon the employment relationship, the terms of appointment, the policies applicable to the defendants, the alleged reporting of wrongdoing, and the events culminating in the termination dated 28.09.2018. These matters are directly relevant to the issue framed by the Court. The plaintiff is not required to establish an entirely different cause of action in order to contend that the defendants exercised their contractual power inconsistently with their other binding obligations. Accordingly, the Court proceeds to determine the issue within the framework of the plaintiff's pleaded case and the defence set up by the defendants, giving due consideration to the documentary and oral evidence adduced by both sides.

373. In the present case, the plaintiff has placed his challenge to the termination within the framework of his employment relationship with Defendant No.4, the terms of appointment, the applicable policies, the events preceding the termination, and the alleged breach of the obligations governing his employment. The defendants, having contested the plaintiff's claim and relied upon the contractual power of termination, were required to establish the factual and contractual foundation of the defence advanced by them. The Court is not introducing a new case on behalf of the plaintiff by examining whether the termination clause was exercised consistently with the other applicable contractual obligations; rather, it is determining the legal effect of the very employment relationship and termination which form the subject matter of the controversy. The evidence concerning the plaintiff's service, his performance, the relevant policies, and the sequence of suspension, revocation and termination

must, therefore, be assessed within the pleaded controversy. The defendants cannot secure a finding in their favour merely by isolating the notice-pay clause from the other material terms and circumstances placed in issue.

374. Accordingly, applying the principle laid down in ***Bachhaj Nahar,*** the Court proceeds to determine the plaintiff's pleaded case on the entirety of the relevant evidence and not upon a restricted or artificially fragmented reading of the contractual relationship.

375. The employment agreement dated 01.01.2011, marked as Ex.P.2, constitutes an important document for determining the respective rights and obligations of the plaintiff and Defendant No.4. The contractual provisions relating to termination must be interpreted in the context of the agreement as a whole, including the provisions

concerning other rules and regulations applicable to the employment relationship.

376. A contract is not to be construed by isolating one clause and treating it as though it exists independently of every other term. The Court must endeavour to give coherent and meaningful effect to the instrument in its entirety. Where a contract incorporates or operates alongside applicable policies, the legal effect of those policies must also be considered, provided their applicability and binding character are established by the evidence.

377. In ***Radha Sundar Dutta v. Mohd. Jahadur Rahim***, 1958 SCC OnLine SC 38, the Hon'ble Supreme Court dealt with principles governing the interpretation of contractual instruments and the resolution of inconsistency between their provisions. The decision supports the proposition that contractual terms must be construed in their proper context and that the

Court must determine their legal effect by examining the instrument as a whole.

378. The principle is material here because the defendants rely upon the notice-pay provision of Ex.P.2, whereas the plaintiff relies upon the wider contractual and policy framework, including the non-retaliation provisions which, according to him, governed the defendants' conduct.

379. The existence of a clause authorising termination by notice or salary in lieu thereof does not, without more, answer whether the power was exercised consistently with the other obligations binding upon the employer. The contractual right to bring employment to an end and the obligation to comply with the applicable terms and policies are distinct questions. Whether a particular termination constitutes a breach must be determined by interpreting the relevant provisions harmoniously and

applying them to the established facts.

380. A construction which recognises the termination clause but renders an otherwise applicable non-retaliation obligation wholly ineffective would fail to give proper consideration to the contractual framework as a whole. Equally, the existence of a non-retaliation policy does not automatically establish that every subsequent termination is unlawful. The Court must examine the applicability of the policy, the conduct prohibited by it, and whether the evidence establishes a connection between the protected reporting and the impugned action.

381. The appropriate approach, therefore, is to determine whether the termination clause and the applicable policy provisions can be given meaningful effect together. The defendants' reliance upon notice pay may be relevant to the contractual mechanism of termination, but it cannot, by itself, conclude the

inquiry into compliance with every other applicable obligation.

382. In the present case, the plaintiff has placed his challenge to the termination within the framework of his employment relationship with Defendant No.4, the terms of appointment, the applicable policies, the events preceding the termination, and the alleged breach of the obligations governing his employment. The defendants, having contested the plaintiff's claim and relied upon the contractual power of termination, were required to establish the factual and contractual foundation of the defence advanced by them. The Court is not introducing a new case on behalf of the plaintiff by examining whether the termination clause was exercised consistently with the other applicable contractual obligations; rather, it is determining the legal effect of the very employment relationship and termination which form the subject matter of the

controversy. The evidence concerning the plaintiff's service, his performance, the relevant policies, and the sequence of suspension, revocation and termination must, therefore, be assessed within the pleaded controversy. The defendants cannot secure a finding in their favour merely by isolating the notice-pay clause from the other material terms and circumstances placed in issue. Accordingly, applying the principle laid down in ***Bachhaj Nahar***, the Court proceeds to determine the plaintiff's pleaded case on the entirety of the relevant evidence and not upon a restricted or artificially fragmented reading of the contractual relationship.

383. The plaintiff places reliance upon the policies adopted by Defendant No. 4, including the material identified as Ex.P.158 and Ex.D.1, and particularly Clause 3.3 concerning non-retaliation. The significance of these documents lies in whether they

formed part of the framework governing the employment relationship and imposed obligations upon the defendants in dealing with employees who reported alleged wrongdoing.issue No.4

384. The evidence attributed to DW.1 Rohit Jain includes admissions concerning the adoption of the relevant policies, the binding nature of Ex.D.1, and the existence of the non-retaliation provision. During the course of cross-examination DW1 has clearly admitted that:

> **"The witness answers that as per the above document (Annexure-D4) above defendant No.4 has adopted the WTW policies and procedure. The document is marked at Ex.P.158. Ex.D.1 is the code of conduct of WTW. It is true to suggest that the said code of conduct is binding to defendant No.4. It is true to suggest that as per point No.3.3 of Ex.D.1 a whistle blower is protected against retaliation."**

385. Further DW2 has clearly admitted in his cross-examination that:

> **"The witness is shown Ex.P.158 and questioned that the board of defendant No.4 made the WTW policies applicable to defendant No.4 company the witness answers that it is true that the board of defendant No.4 made the WTW policies applicable to defendant No.4 company. The witness volunteers that some exceptions are made to comply with the Indian regulations."**

386. This is the most direct and material admission by DW.2. He expressly admits that the Board of Defendant No.4 made the WTW policies applicable to Defendant No.4. The qualification regarding certain exceptions for compliance with Indian regulations does not negate the applicability of the policies; rather, it indicates that the policies applied subject to necessary regulatory modifications.

But what are those exceptions are not been stated by DW2 at any point of time.

387. Further, DW2 has clearly admitted in his cross-examination that:

> **"The witness is shown the next part of Ex.P.158 beginning from Page No.61 of written statement of defendant No.2 and 4 and questioned that it is part of Ex.P.158 for which the witness answers that from page 61 of written statement of defendant No.2 and 4 is the part of Ex.P.158."**

388. DW.2 acknowledges that the portion of Ex.P.158 commencing at page 61 of the written statement of Defendant Nos.2 and 4 forms part of the same exhibit. This admission is relevant when considering the contents of Ex.P.158 as a whole and identifying the policies relied upon by the parties.

389. Further, DW2 has clearly admitted in his

cross-examination that:

> **"It is true to say that the code of conduct is applicable to and binding on defendant No.4."**

390. This is an unequivocal admission that the Code of Conduct was applicable to and binding upon Defendant No.4. It directly contradicts any contention that Defendant No.4 was not bound by the applicable Code of Conduct.

391. Further, DW2 has clearly admitted in his cross-examination that:

> **"The witness is shown the para 42 of his own written statement and questioned that on what basis you have stated that defendant No.4 is not governed by WTW's Anti bribery and Anti corruption policy and code of conduct the witness answers that the defendant No.4 company is governed by its policies approved by its board."**

392. DW2 does not deny that the Board of Defendant No.4 approved and adopted the applicable policies. Instead, his answer rests on the proposition that Defendant No.4 is governed by policies approved by its Board. Read with his express admission under Ex.P.158 that the Board made WTW policies applicable to Defendant No.4, this answer must be considered alongside the specific policy adoption admitted by him.

393. Further, DW2 has clearly admitted in his cross-examination that:

> **"The witness is shown Ex.P.19/D3 the witness is questioned that the Code of Conduct is applicable and binding on defendant No.4 for which the witness answers that I have to look at as to whether it is approved by the board of directors of defendant No.4 company (This question is recorded subject to objections raised by Counsel Sri.SSM)."**

394. In respect of Ex.P.19/D3, DW.2 states that

he would have to verify whether the document was approved by the Board. This answer is qualified and is not, by itself, an admission that Ex.P.19/D3 was approved. However, it must be read with his separate, unequivocal admission that the Board made WTW policies applicable to Defendant No.4 and that the Code of Conduct was applicable to and binding on Defendant No.4.

395. Further, DW2 has clearly admitted in his cross-examination that:

> **"It is true to say that Whistleblowers in defendant No.4 company were protected from retaliation."**

396. This admission is relevant to the operation of the whistleblower-protection framework within Defendant No.4. If the applicable WTW Code of Conduct or Policy Manual contains a corresponding prohibition against retaliation for good-faith reporting, the admission may be considered alongside that provision when assessing the

plaintiff's allegations. Whether the plaintiff's conduct attracted such protection and whether the defendants retaliated against him remain questions to be determined from the entire evidence.

397. Therefore, on careful and meticulous perusal of cross-examination portion of DW2 these admissions made by defendant No.2 clearly establish that defendant No.4 board adopted WTW policies, that the code of conduct was applicable to and binding on defendant No.4 and that whistle blowers were protected against retalliation.

398. Further, DW2 has clearly admitted in his cross-examination that:-

> **"The witness was questioned whether you have any reason to terminate the plaintiff or not. The witness answers why not we may have 101 reasons to terminate the plaintiff. The witness is questioned that did you have reason to terminate the plaintiff for which the witness answers the company was re-structuring hence we terminated the plaintiff.**

> **At the stage the witness shown written statement the documents produced by them and questioned and asked to show their contents of the written statement and any documents to show that the company was restructuring hence, they terminated the plaintiff for which the witness verified the written statement and documents produced by them and answered that they have not mentioned any such pleadings in their written statement and they have not produced any documents to show that they terminated the plaintiff since there were restructuring."**

399. The cumulative effect of the aforesaid cross-examination of DW-2 assumes considerable significance in determining whether the termination of the plaintiff on 28.09.2018 was supported by a genuine and contemporaneously existing reason or was connected with the whistleblowing alleged by the plaintiff. DW-2 initially asserted that no reason was required for terminating the plaintiff, purportedly on the strength of the terms of the appointment letter, and thereafter stated that **the company might have had "101 reasons" to terminate him**.

However, when specifically questioned about the actual reason for the termination, DW-2 stated that the plaintiff was terminated because the company was undergoing restructuring. Significantly, upon being confronted with the written statement and the documents produced on behalf of the defendants, DW-2 admitted that **the defendants had neither pleaded restructuring as the reason for the plaintiff's termination nor produced any documentary evidence to substantiate such an explanation**. This admission materially weakens the credibility of the restructuring explanation subsequently advanced by the witness and demonstrates that the reason now offered in evidence lacks support in the defendants' own pleadings and documentary record. The witness's further denial that the plaintiff was terminated because of whistleblowing, accompanied by the assertion that no whistleblowing complaint had been filed, must be assessed in the light of the other admissions elicited in his cross-examination, including the adoption of the WTW policies by Defendant No.4, the binding nature of its Code of Conduct, the

protection against retaliation afforded to whistleblowers, and the acknowledged existence of communications in which Vikas Sharma pursued facilitation fees for sub-broking activities. The absence of a formally titled whistleblowing complaint, by itself, cannot conclusively establish that no protected disclosure was made; the substance of the communications, the persons to whom the information was conveyed, and the surrounding circumstances must also be examined. Equally, the absence of a pleaded or documented restructuring rationale does not, standing alone, conclusively prove that the termination was retaliatory. Nevertheless, DW-2's admissions leave the defendants without a substantiated explanation in their pleadings or contemporaneous documentary evidence for the specific reason now asserted by him. These circumstances constitute a material evidentiary consideration in assessing the bona-fides of the termination and the plaintiff's allegation of retaliation. When read cumulatively with the remaining oral and documentary evidence concerning the plaintiff's disclosures, the

defendants' knowledge thereof, the applicable whistleblower-protection provisions, and the sequence of events preceding the termination, this testimony must be weighed in determining whether the termination was an ordinary contractual decision or an adverse employment action connected with the plaintiff's alleged whistleblowing.

400. The relevant admissions of DW.5, Mr. Cedric Luah, concerning the plaintiff's whistleblowing and the issuance of a legal notice intimating him about the alleged wrongdoing are found in the following specific portions of his cross-examination:

> **"In what capacity and authority in relation to the plaintiff did you approve of such steps to retain the plaintiff in August 2017?"**
>
> **"I never used to advice defendant No.4 company, but I used to advice Mr. Rohit Jain more specifically on business relating to Health and Benefits such as Global Client relationship, Theme structure, may be also Insurer relationship."**

He further admitted:

"It is true to say that the plaintiff from time to time discussed his work with me. It is true to say that the Plaintiff discussed both positive and negative matters about work with me."

He reiterated:

"It is true to say that from time to time the plaintiff used to discuss both positive and negative matters with me."

401. This admission establishes that the plaintiff discussed both positive and negative aspects of his work with DW.5. However, DW.5 denied that the plaintiff had informed him about the alleged wrongdoing in D4.

402. Further:

"The witness is shown Ex P.92 these are the WhatsApp chats referred to by witness in Para No.6 of his Affidavit..."

DW.5 admitted:

"It is true to say that in the reply I have stated that 'noted and thanks for letting me know.'"

He further admitted:

"It is true to say that after receiving message I did not sent any reply stating that I did not understand the details of the message."

He also stated:

"The witness answers that I did not understand the details of the message."

403. DW.5 acknowledged receiving the plaintiff's WhatsApp message dated 21.11.2017 and responding, "noted and thanks for letting me know." However, he claimed that he did not understand the details of the message. The content and context of the message, read with Ex.P.92 and the other evidence, must be considered before determining whether it constituted a disclosure of wrongdoing.

404. Further,

"The witness is shown Ex P 93 the legal notice, and questioned, and asked to read second last paragraph of Ex.P.93..."

The relevant exchange is:

Question:

"This is one such incident where the plaintiff had intimated to me about the wrong doings at defendant No.4 company prior to his termination."

Answer: "I disagree."

405. This is the specific paragraph directly connecting Ex.P.93, the legal notice, with the plaintiff's alleged prior intimation to DW.5 regarding wrongdoing in D4. However, DW.5 did not admit the allegation; he expressly denied it.

406. Further:

"It is false to state that Prior to termination, the Plaintiff has intimated me about wrong-doings at defendant No.4 Company."

407. DW.5 denied that the plaintiff had intimated him about wrongdoing before termination. This denial must be read together with his admissions regarding the plaintiff's discussions about positive and negative work-related matters and his receipt of the WhatsApp message dated 21.11.2017.

408. Further,

"It is false to say that I knew about the wrong doings in defendant No.4 company."

DW.5 further stated:

"It is false to say that I was aware of the background of the plaintiff's message of 21st November 2017."

He also stated:

"You cannot produce anything on record by which you asked the plaintiff not to report/disclose such instances to you. I do not have any access to records therefore I cannot produce any records."

409. DW.5 denied knowledge of the alleged wrongdoing and the background of the plaintiff's message. His inability to produce records does not, by itself, establish that he had no knowledge knew about or did not receive a whistleblowing complaint.

410. On a cumulative and holistic appreciation of the evidence of DW.5, Mr.Cedric Luah, particularly the

admissions elicited during his cross-examination, this Court finds that the plaintiff's interactions with DW.5 during the relevant period were neither remote nor confined to mere formal acquaintance. DW.5 admitted that he was heading the Health and Benefits practice for Asia and Australasia; that the plaintiff was heading the corresponding practice in India; that he was in an advisory capacity in relation to the Indian Health and Benefits business; and that the plaintiff discussed both positive and negative aspects of his work with him from time to time. DW.5 further admitted that he communicated with the plaintiff concerning significant clients, including Amazon, Ericsson, Synchrony, Capgemini, Citibank, BHP and Dr. Reddy's, and acknowledged the emails marked as Exs.P.167 to P.180, besides other contemporaneous communications exchanged between them. These admissions establish that DW.5 was professionally connected with the plaintiff's work and had regular channels of communication with him during the material period. Of particular significance is the WhatsApp

exchange dated 21.11.2017, forming part of Ex.P.92, in respect of which DW.5 admitted having responded, "noted and thanks for letting me know," while simultaneously asserting that he did not understand the details of the plaintiff's message. His admission that he did not communicate any lack of understanding to the plaintiff at the relevant time is a circumstance that requires consideration alongside the actual contents of the message and the contemporaneous documentary evidence. Further, when confronted with Ex.P.93, the legal notice, the plaintiff's counsel specifically put to DW.5 that the notice referred to an incident in which the plaintiff had intimated him about wrongdoing in Defendant No.4 company prior to the plaintiff's termination. Though DW.5 denied that suggestion, the denial cannot be examined in isolation from the admitted course of communication between the two, the contemporaneous WhatsApp exchange, the documentary record and the other evidence adduced in the suit. Equally material is DW.5's admission that he did not examine the relevant emails from 2017 and 2018 before

preparing his examination-in-chief affidavit, that his recollection of events from that period was not complete, that he could not produce the WhatsApp and call records or the minutes of the meetings referred to in his affidavit, and that he had not familiarised himself with the regulations governing the Indian insurance market either during the relevant period or while preparing his evidence. His testimony must, therefore, be assessed with due regard to these acknowledged limitations of personal recollection and documentary verification.

411. The cumulative effect of these circumstances is that DW.5 cannot be treated as a person wholly unconnected with, or without any professional opportunity to receive, communications from the plaintiff concerning the affairs of Defendant No.4. His own admissions establish that the plaintiff discussed work-related matters, including negative matters, with him and that he received and responded to the WhatsApp communication dated 21.11.2017. Whether the communication, read in its entirety and in the context of Ex.P.93 and the remaining

evidence, constituted a disclosure of the specific alleged wrongdoing must be determined from the contents of those documents and the evidence as a whole. If those materials establish that the plaintiff had communicated the alleged irregularities to DW.5, his general denial of knowledge cannot, by itself, displace the evidentiary value of the contemporaneous record. Accordingly, to the extent supported by the documentary evidence and the other proved circumstances, the Court concludes that DW.5 had knowledge of the plaintiff's disclosures concerning the alleged wrongdoing before the plaintiff's termination. Such a finding would rest not upon an isolated answer or an assumption arising from his position, but upon the cumulative effect of the contemporaneous communications, his admitted professional interactions with the plaintiff, his response to the WhatsApp message and the overall evidentiary record.

412. The question of alleged sub-broking by Defendant No.4 has to be examined in the context of the statutory framework governing insurance intermediaries

and the internal compliance policies applicable to the concerned entities. The Plaintiff's case is that unlicensed persons were engaged as middlemen or facilitators for procuring and retaining insurance business in consideration of remuneration, a practice which is prohibited under the applicable IRDAI regulatory framework. The Plaintiff further relies upon Defendant No.4's Policy Manual and Defendant No.7's Code of Conduct, which independently prohibit facilitation payments and dealings with unlicensed intermediaries. Clause 7 of the Code of Conduct expressly provides that "Facilitation Payments… prohibited regardless of… local cultural expectations". Similarly, Section 5 of the Anti-Bribery Policy identifies as a red flag a third party who "is not providing any services of value" or "requests payment to another party or a different bank account". These provisions are material because they demonstrate that the alleged conduct, if established by the evidence, would have to be evaluated not merely as a disputed commercial arrangement but also in the light of the applicable

regulatory obligations and the Defendants' own compliance standards.

413. The statutory framework assumes significance in determining who may lawfully undertake activities connected with the solicitation or procurement of insurance business. Section 10B of the Insurance Act, 1938 defines an "insurance intermediary" to include the following categories:

> "[(10B) 'insurance intermediary' includes—
>
> (a) insurance brokers,
>
> (b) re-insurance brokers,
>
> (c) insurance consultants;
>
> (d) corporate agents,
>
> (e) third party administrator;
>
> (f) surveyors and loss assessors;
>
> (g) managing general agents;
>
> (h) insurance repositories; and
>
> (i) such other entities, as may be notified by the Authority from time to time:]"

414. **The IRDAI (Insurance Brokers) Regulations,**

2013, in turn, recognise insurance brokers as persons licensed by the Authority to undertake the prescribed functions for remuneration.

415. The relevant definitions relied upon by the Plaintiff provide: "**Composite broker**" means an insurance broker who for the time-being licensed by the Authority to act as such, for a remuneration, arranges insurance for its clients with insurance companies and/or reinsurance for its client/s; "**Direct Broker"** means an insurance broker who for the time-being licensed by the Authority to act as such, for a remuneration carries out the functions as specified under regulation 4 either in the field of life insurance or general insurance or both on behalf of its clients;

416. **Section 40(1) of the Insurance Act, 1938 further provides:** "No person shall, pay or contract to pay any remuneration or reward, whether by way of commission or otherwise for soliciting or procuring insurance business in India to any person except an

insurance agent or an insurance intermediary in such manner as may be specified by the regulations."

417. **Section 40(2)** regulates the receipt of commission or remuneration by insurance agents and intermediaries in respect of policies issued in India. The combined effect of these provisions, read with the applicable regulations, is that the payment of remuneration for soliciting or procuring insurance business must conform to the statutory requirements and cannot be justified merely by describing the recipient as a facilitator or middleman. The decisive consideration is the actual nature of the services performed, the capacity in which the person acted and whether the arrangement complied with the governing regulatory framework.

418. The significance of the aforesaid statutory provisions is reinforced by the admissions elicited from the Defendants' own witnesses. During cross-examination on 29 April 2026, DW.1, Mr. Rohit Jain, admitted:

"It is true to say that anybody engaging

> **in facilitator role or a middleman is indulging in sub-broking. It is true to say that as per IRDAI guidelines sub-broking prohibited."**

419. Similarly, during cross-examination on 29 July 2026, DW.4, Mr. Vivek Nath, stated:

> **"I am aware that such a practise (paying money to unlicensed sub brokers to get business) is strictly illegal in India."**

420. These admissions are material because they establish that the prohibition against unlicensed sub-broking was not an unfamiliar or incidental regulatory requirement but one acknowledged by the Defendants' witnesses themselves. The Plaintiff further relies upon the following admissions concerning the internal policies of WTW. DW.1 stated:

> **"It is true to say that payment of facilitation fee to gain clients is violation of WTW policies."**

DW.4 similarly admitted:

> **"It is true to say that payment of**

facilitation fee to gain clients is violation of WTW policies."

421. The evidentiary significance of these statements lies in the Defendants' acknowledgment that payment of facilitation fees to procure clients would be contrary to the applicable WTW policies. These admissions, however, must be considered alongside the documentary evidence concerning Mr. Vikas Sharma and the precise nature of his alleged activities. They establish the regulatory and policy standards against which the disputed conduct has to be assessed; whether a particular violation occurred remains a question to be determined from the evidence relating to the alleged arrangement.

422. The Plaintiff relies extensively upon the contemporaneous correspondence exchanged by Mr.Vikas Sharma with the officials of Defendant No.4 and the senior regional officials of WTW to establish the nature, continuity and seriousness of the allegations concerning the alleged facilitation arrangement. The WhatsApp communication dated 21 October 2017, marked as Ex.P.131, records Mr.

Sharma's communication to the Plaintiff in the following terms:

> **Vikas to Plaintiff: "Naveen ji, i hope you acknowledge that the position taken is a clear breach of agreement and mutual trust. This will definitely have adverse and cascading impact, once such practises come to IRDA. TW and Client attention. I will sincerely suggest to separate amicably rather washing the Dirty linen in the public. This is a major credibility loss."**

423. The Plaintiff responded:

> **"Vikas ji, the last thing that I would need is any anti regulatory practice that leads to misunderstanding between us. Is there anything that's happening now that it creating any anguish? If yes. please let me know and let's withdraw from it for overall good"**

424. The exchange assumes relevance because it demonstrates that, by October 2017, Mr. Sharma was raising concerns about practices which, according to him,

could attract regulatory attention, while the Plaintiff's response referred to avoiding any anti-regulatory practice. This communication is relied upon by the Plaintiff as contemporaneous evidence of his awareness of the controversy surrounding the alleged arrangement. It must nevertheless be read with the remaining correspondence and the testimony of the witnesses to determine the precise nature of the Plaintiff's knowledge and the extent to which he communicated his concerns to the other Defendants.

425. The subsequent e-mails of Mr. Sharma disclose a continuing demand for remuneration and an assertion that his services had been utilised by Defendant No.4 over several years. In his e-mail dated 24 October 2017 to Mr. Rohit Jain, marked as part of Ex.P.130, Mr. Sharma stated:

> **"This has the reference of our meeting, your firm assurance and my subsequent follow up accordingly, with your designated representatives."**

426. In his e-mail dated 26 October 2017, he further

stated:

> **"This is a bit frustrating that I have been following up with your designated personnel for almost a year now for my dues, without much success. Please appreciate that we have enjoyed a healthy and mutually beneficial relationship for 4 years and next cycle is also approaching fast.**
>
> **I will, once again, humbly urge you to settle the dues and communicate your peer position for next cycle to set the things accordingly."**

427. The most significant communication in this sequence is the e-mail dated 27 October 2017 addressed to Mr. Vivek Nath and Mr. Scott Burnett, with copies to Mr. Rohit Jain and Mr. Vijay Suri, marked as Ex.P.130. Mr. Sharma expressly asserted:

> **"I have been performing a facilitator role for Almond: in India to win over some of the prestigious clients for the last 4 years, needless to mention for a fee..."**

He further stated:

> **"... these clients are, by the virtue of Willis and Towers Watson merger. are existing clients as well and hold a major portfolio from brokerage perspective"**

428. The importance of this correspondence lies in the specificity of the claim. Mr. Sharma did not merely make a general demand for payment; he asserted that he had performed a facilitation role for approximately four years, identified the purpose of that role as procuring prestigious clients and claimed remuneration for the services allegedly rendered. He also addressed senior officials associated with WTW and copied the principal Defendant No.4 officials concerned. The correspondence, therefore, constitutes material evidence of the making and communication of the allegation. Whether the underlying arrangement was actually authorised, whether the services were performed and whether any remuneration was paid must be determined from the entire evidentiary record rather than from Mr. Sharma's assertions alone.

429. The correspondence continued during 2018, including direct communications between Mr. Sharma and Defendant No.4's compliance and legal functionaries. In his e-mail dated 13 March 2018 to Ms.Shweta Gupta and Ms.M.Soundarya, marked as Ex.P.133, Mr. Sharma stated:

> **"I am sharing below my e-mail dated 27th October 2017 to Mr Vivek Nath and Mr. Scott, should help you to articulate my claim."**
>
> On 15 March 2018, he further requested:
>
> **"I will still request your management to propose a solution through direct discussion considering long standing relationship for mutual benefit."**

430. In his e-mail dated 19 June 2018, Mr.Sharma sought a response from the management and referred to the persons whom he considered capable of substantiating his claim. He stated:

> **"I once again request you to provide me your final position basis the cross**

examination with Mr Vijay Suri, Mr Naveen Midha, Mr Rohit Jain. Mr Manoj Jain and Mr Sudip Indani. I am confident these gentlemen's statement on the following, will help you to substantiate my claim:

Do the senior most officials know me? If yes, what is the role I have been playing for the organisation for last 5 years.

Have Mr Suri met me in person numerous times at his own residence in Kalkaji, at my residence in Vasant Kunj, at his office at ITO in the last 5 years, if yes, what was the context.

Has Mr Manoj Jain met me at Janpath Metro Station on behalf of Mr Vijay Suri, if yes, what was the context?"

431. These communications are relevant because they show that the claim was repeatedly brought to the attention of Defendant No.4's compliance personnel and that Mr. Sharma identified particular individuals and alleged meetings in support of his demand. The communications also show that the dispute remained

unresolved during the period immediately preceding the Plaintiff's suspension on 17 July 2018. Their evidentiary value is not confined to establishing the fact that a demand was made; they also bear upon the question whether the allegation had been brought to the notice of persons responsible for compliance and whether the matter required further examination.

432. Defendant No.4's response to Mr. Sharma's allegations is also borne out by the e-mail exchange dated 3 July 2018, marked as Ex.P.133. Ms. Shweta Gupta, on behalf of D4, stated:

> **"As per my last discussion, it is very clear that no such arrangement was made by the company with you.**
>
> **Since the last meeting did not happen, you may visit our office on Friday, July 6, 2018 at 5:00p.m. to close this matter."**
>
> Mr. Sharma responded on the same date:

> **"... There are irrefutable e-evidences that you have availed my services regularly for the past 5 years for certain clients and paid the remuneration as well."**

He further stated:

> **"On my pending remuneration. I will proceed further for the suitable interventions and mediation through the Regulatory Body and the Client."**

433. The exchange reveals a direct dispute between Mr. Sharma and Defendant No.4 concerning the existence of the alleged arrangement. Defendant No.4 expressly denied that the company had entered into such an arrangement, whereas Mr. Sharma maintained that his services had been utilised and remuneration paid. Thus, the correspondence establishes the existence of competing positions and the fact that Defendant No.4's compliance function was directly involved in the matter by July 2018. The denial contained in Ms.Gupta's e-mail, by itself, conclusively determine that the alleged arrangement existed; equally, Mr.Sharma's assertion establish the truth

of his claim.

434. In his cross-examination dated 29 June 2026, DW.2, Mr.Vijay Suri, explained Defendant No.4's response to the allegations in the following terms:

> **"the company never accepted his allegation in fact directed [him] to produce evidence for which Mr. Vikas Sharma failed to produce any evidence and company never paid him anything. For this an enquiry officer was appointed. Mr. Vikas Sharma visited the office and an enquiry [was] being held"**

435. This testimony indicates that Defendant No.4 disputed Mr.Sharma's claim, required him to produce supporting evidence and, according to DW.2, appointed an enquiry officer. The assertion that no payment was made from the company's accounts is a matter to be considered separately from the question whether an arrangement or an understanding existed. The absence of payment, if established, may be relevant to the claim for remuneration, but it does not, without further examination, conclusively

resolve every question concerning the alleged dealings, the meetings or the knowledge of the persons involved. The alleged enquiry, its scope, the persons who conducted it, the material considered and the outcome therefore assume significance in assessing the adequacy and credibility of Defendant No.4's explanation.

436. DW.2 further stated during his cross-examination dated 29 June 2026 that:

> **"during an enquiry those allegation[s] were denied in writing"**

437. He also undertook to produce the document recording the alleged written denial. However, no such document has been produced on the record as described in the materials relied upon by the Plaintiff. DW.2 also explained why he had not personally responded to Mr. Sharma's repeated e-mails by stating:

> **"he was writing to us everyday.... including [to] directors"**

438. These statements have to be assessed in the

context of the documentary trail. When a witness relies upon a written denial or an internal enquiry to substantiate the defence, the absence of the relevant document, particularly after an undertaking to produce it, is a circumstance that may be considered in evaluating the completeness and credibility of that explanation. The Court must, however, distinguish between the absence of proof of the alleged enquiry and affirmative proof that no enquiry took place.

439. The Plaintiff accordingly contends that Defendant No.4's explanation regarding the alleged enquiry remains unsubstantiated because no contemporaneous report, written denial, findings or other record of the enquiry has been produced, despite DW.2's specific testimony concerning its existence. The Plaintiff further points out that the alleged enquiry was not disclosed by DW.1 in the course of the detailed cross-examination relied upon in this regard. These circumstances are relied upon to question the credibility of the explanation subsequently advanced by DW.2. The evidentiary burden of establishing

the alleged enquiry and its outcome rests upon the party relying upon those facts in support of its defence, subject to the applicable rules governing the burden of proof. Where the relevant records would ordinarily be expected to be within Defendant No.4's possession or control, their non-production may assume significance in evaluating the explanation offered by its witness. Nevertheless, the ultimate inference must be drawn from the pleadings, the evidence actually adduced and the circumstances surrounding the non-production, and not merely from the absence of a document in isolation.

440. The evidence of DW.1, DW.2 and DW.4 is relied upon by the Plaintiff to establish that the allegations made by Mr. Vikas Sharma were not confined to private communications between him and the Plaintiff, but were also brought to the attention of the senior officials of Defendant No.4 and persons associated with WTW. During his cross-examination on 29 April 2026, DW.1, Mr. Rohit Jain, was questioned regarding his meeting with Mr. Sharma and stated:

> **"It is not true to say that Mr. Vikas Sharma stopped making allegations only after meeting me the witness volunteers that I remember meeting him in his office with mine and his colleagues and it was a team meeting.**
>
> **It was a routine meeting in which senior leadership of defendant No. 4 meets its top clients to check on service delivering etc. Bank of America was client in the said meeting. I do not remember exactly who else where present but some team member from health and benefits of defendant no. 4 were present."**

441. This testimony establishes that DW.1 acknowledged meeting Mr.Sharma in a professional setting, although he characterised the meeting as a routine client-service meeting. The nature and purpose of that meeting must be distinguished from the separate question of whether DW.1 knew of the specific facilitation allegations. That latter question is addressed by the e-mail correspondence and the further admissions attributed to

DW.1 concerning his knowledge of Mr.Sharma's allegations.

442. During his cross-examination on 29 June 2026, DW.2, Mr.Vijay Suri, was shown Ex.P.130, comprising the relevant e-mails of Mr. Sharma, and questioned about the demand for facilitation fees allegedly arising from sub-broking activities undertaken for Defendant No.4. The evidence records his response as an admission concerning the correspondence and Mr. Sharma's demand. DW.2 was also shown Ex.P.133, containing the communications addressed to Ms.Shweta Gupta and Ms.M.Soundarya of Defendant No.4, and admitted that Mr.Sharma had followed up with them demanding payment. DW.2 then volunteered that the controversy had originated with Mr. Sharma asking the Plaintiff for money. He further stated:

> **"It is true to say that I have not responded to Vikas Sharma's emails denying his claims because he was writing to us everyday and he was writing to so many peoples including directors, but once we gave him an**

> **opportunity he could not produce any evidence and no single rupee was paid to him from the companies account."**

DW.2 also stated:

> **"To my knowledge, Mr. Vikas Sharma did not have a broking license from IRDAI"**

443. These statements are material for two distinct reasons. First, they establish that DW.2 knew of Mr.Sharma's repeated demands and the correspondence with Defendant No.4's personnel. Secondly, DW.2's acknowledgment that, to his knowledge, Mr.Sharma did not possess an IRDAI broking licence has to be considered alongside the allegations that Mr. Sharma had performed a facilitation role for remuneration in procuring clients. The fact that the claim was disputed and that Defendant No.4 maintained no payment had been made is relevant to the merits of the underlying allegation; it does not erase the evidentiary fact that the allegation had been brought to the attention of senior management.

444. The testimony of DW.4, Mr.Vivek Nath, recorded

during cross-examination on 29 July 2026, further supports the Plaintiff's case concerning the communication of the allegations to senior WTW personnel. DW.4 admitted:

> **"It is true to say that in 2017-18, one Mr Vikas Sharma had alleged that he had acted as a facilitator for defendant No. 4 for many years."**
>
> He further admitted:
>
> **"It is true to say that Mr. Vikas Sharma had alleged that he had procured many clients for WTW in India and was owed a facilitation fee."**

445. DW.1 also acknowledged, in the testimony relied upon by the Plaintiff, that Mr.Sharma's allegations were within his knowledge as a director. The Plaintiff further relies upon the e-mails of 24 to 27 October 2017, which were addressed to or copied to the concerned senior officials, and the communications exchanged between Mr. Sharma and Defendant No.4's compliance personnel from March to July 2018. These materials collectively establish

a substantial evidentiary basis for concluding that the allegation was communicated to persons occupying senior positions within Defendant No.4 and WTW before the Plaintiff's suspension on 17 July 2018. The further question of whether that knowledge was formally escalated to Defendant No.6, Defendant No.7 or Defendant No.8, and what action was taken in response, must be determined separately with reference to the evidence concerning each entity.

446. The Plaintiff also relies upon the positions held by Defendant No.1 and Defendant No.2 within Defendant No.4 and contends that their knowledge of the allegations is attributable to the company to the extent recognised by the applicable principles of corporate responsibility. The relevant evidence indicates that Defendant No.1 was copied on the communications of October 2017 and was aware of Mr.Sharma's allegations, while D4's compliance personnel, including Ms.Shweta Gupta and Ms.M.Soundarya, corresponded directly with Mr. Sharma during March to July 2018, as reflected in Ex.P.132 and Ex.P.133. These

circumstances are relied upon to demonstrate that the matter had reached the company's senior management and compliance function well before the Plaintiff's suspension. The precise legal consequences of that knowledge, including whether the conduct of particular individuals can be attributed to Defendant No.4 or any other Defendant, must be considered in light of the capacity in which the individuals acted, the scope of their responsibilities and the evidence concerning the flow of information within the relevant entities.

447. A separate but connected issue concerns the non-disclosure of Mr.Sharma's claim in Defendant No.4's insurance broking registration renewal application submitted in August 2018. The Plaintiff contends that, irrespective of whether Defendant No.4 accepted or denied the substance of the allegations, the existence of a pending dispute was a matter requiring disclosure under the applicable regulatory framework. During cross-examination on 29 June 2026, DW.2 acknowledged:

"It is true to say that the Defendant No.

4 is governed by the IRDAI. It is true to say that the Defendant No. 4 is bound by the Insurance Act and all rules and regulations made thereunder. It is true to say that the Defendant No. 4 is also bound by directions, rules, regulations, circulars, etc. of the IRDAI. I agree that concealment of material information in any submission to IRDAI attracts severe penalties, including cancellation of the license. The witness volunteers that now its undergone a change in respect of penalties."

DW.2 further admitted:

"It is true to say that also did not report the pending dispute with Mr. Vikas Sharma in the defendant No.4 Renewal Application of August 2018. The witness volunteers that there is no provision reporting the pending dispute with Vikas Sharma in the defendant No. 4. Renewal Application of August 2018 and there is a set format of the regulator to be filled to apply for renewal. I did not relevant or important to inform the regulator to inform about the Vikas

sharma's allegation. Because it was false allegation."

448. The significance of this testimony is that DW.2 acknowledged both Defendant No.4's regulatory obligations and the non-reporting of the dispute, while explaining the omission on the grounds that disclosure was not required and that he considered the allegation false. The validity of that explanation must be tested against the actual requirements of the applicable renewal form and regulations. The mere fact that an allegation was disputed does not, by itself, determine whether the existence of the dispute was required to be disclosed.

449. The Plaintiff relies upon Regulation 14(1) of the IRDAI (Insurance Brokers) Regulations, 2018, which provides for an application for renewal of the certificate of registration in Schedule I, Form K. The relevant portion of the prescribed form, under the heading "OTHER INFORMATION, IF ANY", provides:

"5.1 Details of all settled and pending disputes: Nature of dispute Name of the

party Pending/settled Date of settlement"

450. According to the Plaintiff, this requirement obliged Defendant No.4 to disclose the dispute with Mr. Sharma, which remained unresolved when the renewal application was submitted in August 2018. The Plaintiff emphasises that Mr. Sharma had repeatedly asserted a claim for facilitation fees, had communicated with Defendant No.4's compliance personnel and had expressly threatened to approach the regulatory authority and the client. These circumstances are relied upon to establish that the matter was not merely an uncommunicated or speculative concern but a live dispute of which Defendant No.4's senior management was aware. The question whether the dispute fell within the precise scope of the disclosure requirement must, however, be determined by construing the applicable provision and the prescribed form as they stood at the relevant time, together with the nature and status of the dispute on the date of the application.

451. On the evidence presently relied upon, the material distinction is between Defendant No.4's denial of the truth of Mr.Sharma's allegations and its obligation, if any, to disclose the existence of the dispute to the regulator. DW.2's explanation that the allegation was false addresses the merits of Mr.Sharma's claim; it does not, without more, answer the separate question of whether the applicable renewal requirements called for disclosure of pending disputes irrespective of their merits. Equally, the existence of a demand or allegation cannot automatically be treated as proof that a statutory disclosure obligation was breached. The Court must first ascertain the precise requirement imposed by the applicable regulation and Form K, and then determine whether the undisputed facts concerning the correspondence, the pending claim and the absence of disclosure satisfy the elements of that requirement. If the prescribed form required disclosure of the dispute in the circumstances established by the evidence, Defendant No.4's non-disclosure would have to be evaluated in the light of that obligation and the

explanation offered by DW.2.

452. The Plaintiff further contends that the allegations concerning Mr. Sharma's facilitation claim were communicated not only to Defendant No.1, Defendant No.2 and Defendant No.4 but also to senior officials associated with Defendant No.6, Defendant No.7 and Defendant No.8 before the Plaintiff's suspension. The principal document relied upon in this regard is the e-mail dated 27 October 2017, marked as Ex.P.130, in which Mr. Sharma expressly asserted that he had been performing a facilitation role for several years to procure prestigious clients for Defendant No.4 and claimed remuneration for that role. The e-mail was addressed to Mr.Vivek Nath and Mr.Scott Burnett, with copies to Mr.Rohit Jain and Mr.Vijay Suri. The Plaintiff relies upon the evidence of DW.3, Defendant No.4's IT custodian, who stated: **"Mr.Vivek Nath is the employee of defendant No.8"**

453. The Plaintiff also relies upon the position held by Mr. Scott Burnett as Head of Asia and his association

with Defendant No.4's board as Defendant No.6's nominee. These circumstances are relied upon to establish that the e-mail was communicated directly to individuals associated with the relevant entities. The precise legal consequence of that communication must nevertheless be assessed with reference to the capacities in which those individuals acted, the responsibilities they held and the evidence concerning whether the information was received or acted upon in the course of their official functions.

454. The testimony of DW.4, Mr. Vivek Nath, is particularly relevant to the question of actual notice. During cross-examination on 29 July 2026, after being shown Ex.P.130, DW.4 acknowledged:

> **"Mr.Vikas Sharma followed [up] with me for facilitation fee for performing [a] facilitator role for defendant No.4"**
>
> He further admitted:
>
> **"payment of facilitation fee to gain clients is... a violation of WTW policies"**

455. When questioned about the action taken upon

receipt of the allegation in his capacity as Head of South Asia and Singapore, DW.4 did not identify any specific step that he had personally taken. His explanation, as recorded in the materials relied upon by the Plaintiff, was that his "understanding" was that the e-mail "would [have been] forward[ed]… to WTW legal team", although he could not confirm whether he had actually forwarded it or discussed it with Mr.Burnett. DW.4 also confirmed that he had not reported the allegation to Defendant No.7. These admissions are material because they distinguish actual receipt of the allegation from the subsequent handling of the matter. They establish that DW.4 was aware of Mr.Sharma's claim, but they do not, without further evidence, establish that the claim was formally escalated to the legal team, communicated to every relevant entity or deliberately suppressed. Those further questions must be answered on the basis of the evidence available concerning the subsequent handling of the correspondence.

456. The Plaintiff also relies upon the evidence of DW.1 and DW.2 concerning the absence of any identified

escalation or resolution of the allegations at the level of Defendant No.6, Defendant No.7 or the other relevant entities. According to the testimony referred to by the Plaintiff, DW.1 was unable to state whether the Plaintiff had informed Mr.Luah of Mr.Sharma's allegations or whether all relevant personnel of Defendant No.4 and Defendant No.7 were aware of them, as reflected in DW.1's cross-examination at page 26. DW.2 gave a similar answer concerning the knowledge of Defendant No.6, as reflected in his cross-examination at page 25. Although DW.1 and DW.2 denied suppressing the allegations, the Plaintiff points out that neither identified any specific report or contemporaneous document demonstrating that the matter had been escalated to Defendant No.6, Defendant No.7 or the IRDAI. The evidentiary significance of these answers lies in the absence of a demonstrated chain of escalation, notwithstanding the admitted correspondence and the knowledge of certain senior officials. The absence of such proof may be relevant when assessing the adequacy of the Defendants' explanation.

457. On a cumulative consideration of the documentary correspondence and the admissions of DW.1, DW.2 and DW.4, the Plaintiff's case is that Mr.Sharma's facilitation claim had been repeatedly communicated to Defendant No.4's senior management and compliance function, as well as to persons associated with WTW, substantially before the Plaintiff's suspension on 17 July 2018. The evidence also discloses that the claim remained disputed, that Defendant No.4 denied having entered into the alleged arrangement and that DW.2 asserted that no payment had been made from the company's accounts. Those competing circumstances must be kept distinct from the questions of regulatory compliance, internal policy obligations and the handling of the Plaintiff's disclosures. The fact that the allegation was disputed did not extinguish the fact that it had been raised and brought to the attention of the identified officials. Conversely, the making of the allegation and the absence of a demonstrated escalation do not, by themselves, establish every substantive assertion made by Mr. Sharma or prove that

each Defendant had actual knowledge of all the relevant facts. The Court must therefore assess the evidence separately in relation to the existence of the alleged arrangement, the knowledge attributable to each Defendant, the adequacy of the response, the alleged non-disclosure to the regulator and the relevance of these circumstances to the Plaintiff's case concerning the subsequent suspension and termination.

458. These admissions assume importance because the defendants' own witness is stated to have acknowledged the applicability of the relevant policy framework.

459. Where an employer has adopted a policy governing employee conduct, reporting of wrongdoing, or protection against retaliation, the legal effect of that policy must be determined from its terms, its applicability, and the evidence establishing its adoption. If the policy forms part of the binding employment framework, the employer cannot invite the Court to consider the termination clause

while treating the remaining applicable obligations as legally irrelevant.

460. The Court must, however, distinguish between the existence of a policy, its applicability to the employee, and proof that the policy was violated in the particular circumstances. The first two matters establish the relevant standard of conduct; the third requires an assessment of the evidence concerning the impugned action.

461. In the present case, the admissions attributed to DW.1 and 2 concerning the adoption and binding character of the policy materially support the plaintiff's contention that the employment relationship was governed by obligations extending beyond the bare payment of notice salary. Clause 3.3, to the extent that it prohibits retaliation against employees for protected reporting, is particularly relevant to the plaintiff's case.

462. The legal consequence is that the defendants' conduct must be examined against the standard of conduct prescribed by the applicable policy. If the evidence

establishes that the plaintiff reported concerns falling within the protection of that policy and that the subsequent action was taken in retaliation for such reporting, the defendants cannot justify the action merely by demonstrating that the contract contained a general power of termination.

463. The policy is not to be treated as a decorative or inconsequential document. Its legal significance depends upon its proved terms and applicability, but once those matters are established, the Court must give it due effect in determining whether the defendants complied with their obligations.

464. In the present case, the defendants have sought to justify the termination principally by relying upon the contractual provision permitting termination by notice or salary in lieu thereof. However, the plaintiff relies upon the wider employment framework, including the applicable policy against retaliation. The defendants' contractual defence must be examined in the context of the entire

arrangement and not by treating the termination provision as an independent and overriding authority divorced from the other applicable obligations. If the relevant policy was adopted by Defendant No. 4, applied to the plaintiff, and imposed a binding obligation against retaliation for protected reporting, that obligation must receive meaningful consideration while determining the legality of the impugned action. The defendants cannot rely upon the existence of the termination clause as a complete answer to an allegation that the power was exercised for a purpose prohibited by another binding term. On the other hand, the plaintiff must establish the applicability of the policy and the factual connection necessary to prove its violation. Upon the evidence concerning the employment agreement, the relevant policy documents, and the circumstances preceding the termination, the Court finds that the defendants' reliance upon the termination clause cannot, by itself, absolve them of the obligation to comply with the remaining terms governing the employment relationship. The plaintiff has successfully proved that employment

framework, including the applicable policy against retaliation and defendants have failed to comply with their obligations.

465. The testimony of DW.1 Rohit Jain must be evaluated not merely as a formal denial or explanation of the defendants' case, but also in the light of the admissions elicited during cross-examination. The evidence attributed to DW.1 concerns several material circumstances: the plaintiff's appointment in 2011; his position and responsibilities in the Employee Benefits/Health and Benefits function; the significance of that function to the establishment; the plaintiff's performance assessments; the absence of a performance-improvement plan; the increments and bonuses received by him; and the adoption and applicability of the relevant policy framework.

466. These matters must be considered with appropriate evidentiary caution. A favourable appraisal or the absence of a performance-improvement plan does not, by itself, create an indefeasible right to continued

employment. Nor does a history of increments or bonuses conclusively exclude every possible legitimate ground for termination. Nevertheless, such circumstances are relevant when assessing the credibility of a defence that the termination was attributable to performance deficiencies or arose from an ordinary and independent employment decision.

467. The significance of the evidence lies in its cumulative effect. If the record establishes that the plaintiff had a substantial period of service, had received favourable performance assessments and financial increments, and had not been placed on a performance-improvement plan, the Court must examine whether the defendants' explanation for the termination is consistent with that history and with the contemporaneous documents.

468. The Court cannot disregard these circumstances merely because the defendants possessed a contractual power to terminate employment. The existence of that power does not relieve the Court of the obligation to

evaluate the explanation advanced for its exercise when the plaintiff has placed the circumstances of the termination directly in issue.

469. Similarly, the admissions of DW.2 Vijay Kumar Suri and DW.5 Cedric must be assessed to the extent that their testimony bears upon the material events, the relevant policies, the plaintiff's reporting, the decision-making process, and the circumstances preceding the termination. Their testimony cannot be treated as conclusive merely because they occupied positions within the organisation; nor can it be rejected merely because they were examined on behalf of the defendants. The probative value of each statement depends upon the witness's personal knowledge, the foundation of the testimony, its consistency with the documents, and its compatibility with the other evidence.

470. Upon such an assessment, the evidence concerning the plaintiff's employment history and the policy framework provides a material basis for examining

whether the defendants' explanation of the termination is satisfactory and consistent with the circumstances established on record.

471. In the present case, the testimony of DW.1 Rohit Jain, DW.2 Vijay Kumar Suri and DW.5 Cedric must be considered in conjunction with the contemporaneous documents and the chronology of events. The evidence attributed to DW.1 concerning the plaintiff's employment history, professional responsibilities, performance assessments, increments, bonuses and the absence of a performance-improvement plan is relevant to the assessment of the explanation advanced for the termination. Such circumstances do not independently establish a legal right to continued employment; nevertheless, where the defendants seek to justify the termination on grounds inconsistent with the plaintiff's established employment history, the Court must examine whether that explanation is supported by contemporaneous material. Similarly, any admissions elicited from DW.2 and DW.5 concerning the plaintiff's

reporting, the decision-making process, the applicable policies, or the circumstances surrounding the termination must be assessed according to the witnesses' personal knowledge and the documentary record. If their testimony fails to provide a satisfactory explanation for the circumstances established by the documents, the Court may take that deficiency into account while assessing the defendants' defence. The Court accordingly evaluates the defendants' evidence as a whole and does not regard the mere denial of the plaintiff's allegations as sufficient to displace material documentary evidence or admissions proved during trial.

472. The plaintiff's case must also be considered in the light of the principle that a party in possession of material evidence cannot necessarily avoid its production merely by asserting that the initial burden of proof lies upon the opposite party.

473. In ***Gopal Krishnaji Ketkar v. Mohamed Haji Latif and Others***, 1968 SCC OnLine SC 63, the Hon'ble

Supreme Court held, in substance, that a party cannot withhold the best evidence available to it on the ground that the burden of proof rests upon the other side. The Court recognised that where a party withholds material evidence within its possession, the Court may draw an adverse inference, as warranted by the circumstances.

474. The ratio of the decision is not that every failure to produce a document automatically establishes fraud or conclusively proves the opponent's case. Rather, the withholding of material evidence may justify an adverse inference where the document is relevant, is within the party's possession or control, and its non-production remains unexplained in circumstances warranting such an inference.

475. The principle is of particular importance in employment disputes where the employer may be in possession of internal communications, policy records, decision-making documents, performance records, and contemporaneous material concerning the reasons for the

termination. The plaintiff cannot be expected to possess every internal record maintained by the employer. Where the plaintiff establishes a prima facie factual foundation and identifies relevant material that ought reasonably to be available with the defendants, the Court must assess the evidence in the light of the defendants' response to the production of such material.

476. However, an adverse inference must be founded upon the evidence and the circumstances of the particular case. The Court must ascertain whether the document was actually in the party's possession or control, whether it was material to the controversy, whether its production was sought or otherwise required, and whether a satisfactory explanation for its absence was provided.

477. In the present case, the defendants' own records and policies are relevant to the question whether the termination complied with the contractual framework and whether the decision was connected with the events preceding it. To the extent that material documents within

the defendants' possession have been withheld without satisfactory explanation, such conduct may be considered while assessing the completeness and credibility of their explanation.

478. In ***S.P. Chengalvaraya Naidu v. Jagannath***, (1994) 1 SCC 1, the Hon'ble Supreme Court emphasised the importance of candour in judicial proceedings and held that a litigant who approaches the Court by deliberately withholding material facts or suppressing a material document cannot claim the benefit of a judicial determination founded upon an incomplete or misleading presentation of the facts.

479. The principle is directed against the abuse of judicial process through deliberate suppression or concealment of material information. It underscores that the administration of justice depends upon parties presenting their cases honestly and enabling the Court to determine the real controversy on the basis of the material facts.

480. The said decision must be applied with precision. A mere dispute regarding the relevance of a document, an inadvertent omission, or a failure to produce a record does not, without more, establish fraud upon the Court. The nature of the document, the circumstances of its non-production, its materiality, and the conduct of the party must be examined before such a serious conclusion can be reached.

481. In the present case, the principle is relevant to the extent that the defendants' explanation of the termination must be tested against the material documentary record and the obligations arising from their own policies. If the evidence establishes that a party deliberately withheld a material document with the object of concealing the true circumstances of the termination, such conduct would be relevant to the Court's assessment of that party's credibility. The Court must nevertheless base any finding of deliberate suppression or fraud upon specific evidence and not upon conjecture.

482. For determining Issue No. 4, the immediate question is whether the plaintiff has established that the termination was contrary to the applicable contractual obligations. The principle in ***S.P. Chengalvaraya Naidu*** reinforces the necessity of a complete and candid evidentiary assessment, but a finding of fraud is not indispensable to the determination of contractual breach.

483. In the present case, the defendants' explanation of the termination must be tested against the complete and properly proved documentary record. The plaintiff relies upon the employment agreement, the applicable policies, the evidence concerning his employment history, and the sequence of suspension, revocation and termination. If any material document relating to the decision to terminate the plaintiff was deliberately withheld or if a material fact was knowingly concealed, such conduct would be relevant to the Court's assessment of the credibility of the defendants' explanation. However, the Court does not infer fraud merely from a disputed interpretation of the contract or from the absence of a document. The materiality of the

document, the circumstances of its non-production, and the conduct of the party must be established before any finding of deliberate suppression can be recorded. For the purpose of the present issue, the essential consideration remains whether the defendants have satisfactorily explained the termination in the light of the obligations binding upon them and the evidence adduced at trial. The defendants have failed to satisfactorily explain the termination in the light of the obligations binding upon them. Wherein the plaintiff has successfully established that the defendants have deliberately suppressed the material documents before the court, wherein they were under an obligation to produce those documents.

484. In ***Bareilly Electricity Supply Co. Ltd. v. Workmen***, (1971) 2 SCC 617, the Hon'ble Supreme Court dealt with the evidentiary requirements governing proof of documents and the need to distinguish between material that is merely produced and material that is legally established. The decision underscores that the rules governing proof cannot be disregarded merely because a

party relies upon a document as supporting its case.

485. The applicable principle is that the Court must evaluate the admissibility, proof, and probative value of documentary material in accordance with the law of evidence governing the proceeding. A document cannot invariably be treated as conclusive merely because it has been marked as an exhibit. Conversely, where a document has been duly proved or its relevant contents have been admitted, its evidentiary value must be considered in the context of the entire record.

486. In the present case, the employment agreement, the policies, the correspondence concerning the suspension and termination, and the records relating to the plaintiff's employment must be assessed according to the applicable rules of proof. The Court must not infer the truth of every recital in a document without examining its evidentiary foundation. Equally, the defendants cannot expect the Court to disregard duly proved documents merely because their contents are inconsistent with the explanation

advanced in the written statement.

487. The same approach applies to the evidence of DW.1, DW.2 and DW.5. Their testimony must be assessed on the basis of personal knowledge, documentary corroboration, consistency, and credibility. Statements based solely upon information received from others cannot automatically be treated as proof of the underlying facts, unless a recognised rule of law permits such evidence to be considered for the purpose for which it is tendered.

488. Accordingly, the finding on this issue must rest upon the proved contractual documents, admissible oral evidence, relevant admissions, and legitimate inferences arising from the circumstances, rather than upon unsupported assertions from either side.

489. In the present case, the Court has to distinguish between the mere production of the employment agreement and policy documents, the legal proof of those documents, and the inferences properly arising from their contents. The plaintiff's reliance upon

Ex.P.2, Ex.P.158 and the other relevant exhibits must be evaluated according to the applicable rules of evidence, while Ex.D.1 and the documents relied upon by the defendants must be subjected to the same standard of scrutiny. The fact that a document has been marked as an exhibit does not invariably establish the truth of every statement contained therein; equally, the defendants cannot invite the Court to disregard a document whose authenticity and relevant contents have been duly established. The oral evidence of DW.1, DW.2 and DW.5 must be assessed in the light of their personal knowledge, the consistency of their testimony, and the documentary record. Where a witness speaks to a matter beyond his personal knowledge, the evidentiary value of that statement must be determined according to the applicable law and the purpose for which the statement is tendered. Upon applying these principles, the Court must determine the defendants' compliance with the contractual and policy obligations from the proved evidence rather than from unsubstantiated assertions or assumptions. Hence, this

court is of the considered opinion that the defendants have failed to comply the contractual and policy obligations which is proved in the evidence by the plaintiff.

490. The chronology of events preceding the termination assumes considerable significance. The plaintiff was suspended on 17.07.2018; the suspension was revoked on 27.09.2018; and the termination followed on 28.09.2018. These dates are material because they place the impugned action within a closely connected sequence of events and require the Court to examine the defendants' explanation in its proper factual setting.

491. Chronology, by itself, is not conclusive proof of retaliation. The fact that termination follows a complaint or a suspension does not necessarily establish that the termination was caused by the complaint. The Court must examine whether the complaint was protected by the applicable policy, whether the relevant decision-makers knew of it, whether the timing and surrounding circumstances support the plaintiff's case, and whether the

defendants have established a credible independent explanation for the action.

492. Nevertheless, the close proximity between the revocation of the suspension on 27.09.2018 and the termination on 28.09.2018 is a circumstance that cannot be dismissed as irrelevant. When considered together with the plaintiff's case concerning the reporting of alleged wrongdoing, the applicable non-retaliation policy, the evidence concerning his prior performance, and the admissions made by the defendants' witnesses, the chronology calls for a substantive explanation of the decision to terminate the employment.

493. The defendants' contention that the termination was contractually permissible must therefore be examined against the actual circumstances in which the power was exercised. The Court is not concerned merely with whether the defendants could have terminated the employment at some point in accordance with the contract. It must determine whether the termination actually effected on

28.09.2018 complied with the obligations applicable to that decision.

494. If the evidence establishes that the plaintiff's reporting fell within the protection of the policy and that the termination was a retaliatory response to such reporting, the defendants cannot avoid the consequences of that breach merely by demonstrating that the agreement contained a notice-pay clause. Conversely, if the evidence establishes an independent and legitimate basis for termination consistent with the contractual framework, the mere chronology would not be sufficient to establish a breach.

495. The question must, therefore, be resolved by the cumulative assessment of the chronology, the documents, the admissions, and the explanations advanced by the defendants.

496. In the present case, the sequence of suspension on 17.07.2018, revocation of suspension on 27.09.2018, and termination on 28.09.2018 is a material circumstance

requiring examination alongside the plaintiff's case concerning the reporting of alleged wrongdoing. The interval between the revocation of the suspension and the termination is particularly relevant because the defendants must explain the basis upon which the employment was brought to an end immediately thereafter, having regard to the applicable contractual terms and policies. The Court does not treat the proximity of these events as conclusive proof of retaliation in isolation. Rather, the chronology must be read together with the evidence concerning the plaintiff's reporting, the knowledge of the persons involved in the termination decision, the relevant policy commitments, the plaintiff's employment history, and the explanation advanced by the defendants. If the evidence establishes that the relevant decision-makers knew of the protected reporting and that the termination was connected with that reporting, the close chronology would materially support the plaintiff's case. If, on the other hand, the defendants establish a credible independent reason consistent with the contractual framework, the

chronology alone would not suffice. Upon a cumulative assessment of the proved circumstances, the defendants have not satisfactorily accounted for the termination and the evidence supports the plaintiff's contention that the contractual power was exercised inconsistently with the applicable obligations.

497. Hon'ble Supreme Court in ***A.K. Kraipak and Others v. Union of India and Others***, (1969) 2 SCC 262, explained that the distinction between administrative and quasi-judicial functions is not absolute and emphasised the importance of fairness and the principles of natural justice where the exercise of power affects rights and interests. The decision recognises that procedural fairness is intended to prevent arbitrariness and to ensure that decisions are taken by an impartial decision-maker in accordance with the requirements of law.

498. The ratio of ***A.K. Kraipak*** must, however, be applied in its proper legal setting. It does not establish that every termination of private contractual employment

necessarily requires a formal domestic inquiry or that every contractual termination effected without an inquiry is automatically invalid. Whether natural justice requires a hearing or inquiry depends upon the nature of the action, the governing legal framework, the contractual and statutory provisions, and the true character of the decision.

499. In the present case, the plaintiff's case is not to be accepted merely on the assumption that the defendants were invariably required to conduct a formal inquiry before terminating his employment. The more pertinent question is whether the circumstances of the termination, considered alongside the applicable policy commitments, disclose a breach of the defendants' substantive obligations.

500. If the termination was an ordinary contractual termination in accordance with the agreement and unconnected with any allegation requiring adjudication, the principles governing a disciplinary inquiry may not apply in the same manner. If, however, the evidence

establishes that the action was retaliatory, founded upon an impermissible consideration, or inconsistent with a binding policy requiring protection against retaliation, the absence of a fair and consistent decision-making process may assume evidentiary and legal significance.

501. Thus, the principles of natural justice reinforce the requirement that the Court examine the real nature of the impugned action. They do not dispense with the need to prove the contractual breach. The plaintiff's entitlement to an affirmative finding must rest upon the proved terms and the evidence establishing that the defendants failed to act consistently with those terms.

502. In the present case, the principles explained in ***A.K. Kraipak v. Union of India*** are relevant to the extent that they illuminate the requirement of fairness where the applicable law or binding employment framework imposes such an obligation. The plaintiff's case must not be accepted merely because no formal inquiry was conducted; the Court must first determine whether the nature of the

termination and the governing contractual or policy provisions required a particular procedure. Nevertheless, where the plaintiff alleges that the termination was connected with the reporting of wrongdoing and contrary to a binding non-retaliation policy, the circumstances of the decision and the manner in which the defendants dealt with the plaintiff's reporting become material. The defendants' explanation must be examined to determine whether the termination was an ordinary contractual decision or an action inconsistent with an obligation to protect employees against retaliation. The chronology, the applicable policies, the testimony of the defendants' witnesses, and the contemporaneous documents must be evaluated together. To the extent that this evidence establishes a breach of a binding obligation, the defendants cannot rely upon the general contractual power of termination as a complete answer to the plaintiff's claim.

503. The parties' contractual relationship must also be examined in the light of any subsequent modification, incorporation, or adoption of terms and policies shown to

be applicable to the plaintiff's employment.

504. In ***All India Power Engineer Federation v. Sasan Power Ltd.,*** (2017) 1 SCC 487, the Hon'ble Supreme Court considered contractual obligations and the legal consequences arising from the governing contractual and regulatory framework. The decision must be applied according to the particular contractual issue it decided; it should not be treated as laying down an unrestricted rule that every subsequent policy or document automatically becomes part of an earlier contract.

505. The applicable principle is that the legal effect of a subsequent document or modification depends upon the terms of the original agreement, the nature of the subsequent instrument, the intention of the parties, the circumstances of its adoption, and the requirements of the applicable law. Where a subsequent modification is validly incorporated into the contractual relationship, its terms must be given effect according to law.

506. In the present case, the evidence concerning the

adoption of the relevant policies by Defendant No. 4 is therefore material. The documents establish that the policy framework was adopted and made applicable to the plaintiff's employment, the defendants' obligations must be determined by reference to that framework as well as the original appointment terms.

507. The Court must distinguish between a policy which merely expresses an internal aspiration and a policy which, by reason of its adoption, terms, and applicability, imposes an enforceable obligation upon the employer. The evidence attributed to DW.1 concerning the adoption and binding character of the relevant policy supports the plaintiff's contention that the policy cannot be excluded from consideration merely because the original appointment agreement contained a termination clause.

508. Accordingly, the legal effect of the policy framework must be determined from the proved documents and admissions. To the extent that the non-retaliation obligation formed part of the applicable employment

framework, the defendants were required to exercise their contractual powers consistently with that obligation.

509. In the present case, the relevant question is whether the policies relied upon by the plaintiff were adopted and made applicable to his employment and, if so, what obligations arose from their terms. The evidence attributed to DW.1 concerning the adoption and binding character of the relevant policy framework must be considered alongside Ex.P.2, Ex.P.158 and Ex.D.1. If the policy was validly incorporated into, or otherwise formed part of, the applicable employment framework, Defendant No.4 was required to act consistently with its enforceable provisions. The defendants cannot exclude an applicable policy from consideration solely by relying upon the original appointment agreement, just as the plaintiff cannot establish contractual incorporation merely by producing an internal document without proving its applicability. The Court must determine the legal effect of the relevant documents from their language, the circumstances of adoption, and the admissions and other

evidence on record. To the extent that the evidence establishes that the non-retaliation obligation was binding upon the defendants and applicable to the plaintiff, that obligation forms part of the standard against which the impugned termination must be assessed.

510. On a careful and meticulous perusal of the oral and documentary evidence, including the appointment letter dated 01.01.2011, Ex.D.1, Ex.P.5, Ex.P.7 and Ex.P.8, and upon consideration of the material admissions elicited from DW.1 in cross-examination and relied upon in the plaintiff's written submissions, this Court finds that the plaintiff has established his case that the termination was contrary to the terms and standards governing his employment. The finding does not rest merely on the fact that the termination followed the revocation of suspension within one day, nor on the absence of a particular form of disciplinary order. It rests upon the cumulative effect of the evidence: the applicable non-retaliation commitment; the plaintiff's case concerning his good-faith disclosures; the admissions of DW.1 concerning the relevant employment

circumstances and company policies; the management's/defendant No.4/DW2 decision not to pursue the matter for which the plaintiff had been suspended; and the immediate termination thereafter without recording a concluded finding of misconduct or specifying a separate ground that satisfactorily explains the decision in that context. The contractual provision permitting termination upon notice or salary in lieu thereof does not, by itself, cure an exercise of that power which is inconsistent with the applicable non-retaliation commitment. Accordingly, this Court holds that the plaintiff has proved that his termination was contrary to the terms governing his employment, as alleged. **Hence, Issue No.4 is answered in the Affirmative.**

511. **Issue No.5:-** The burden of proving this issue is upon the plaintiff. The plaintiff, Naveen Kumar Midha, seeks to establish that his termination from service on 28.09.2018 was not a bona fide exercise of the contractual power of the employer but was an act of retaliation consequent upon his reporting of alleged financial

irregularities, fictitious transactions, phantom vendor payments and anti-regulatory practices in the establishment of Defendant No. 4. His case is that the concerns were reported in a timely manner to persons occupying responsible positions within the organisation, including persons associated with Defendant Nos. 6 and 7, and that, notwithstanding the existence of the applicable WTW Whistleblower Code and its express protection against retaliation, he was subjected to adverse employment action culminating in his termination. The defendants, on the other hand, principally rely upon the employment contract dated 01.01.2011 and contend that the termination was permissible under the contractual provision relating to notice or payment of salary in lieu thereof. Therefore, the principal question is whether the defendants can rely upon the termination clause in isolation, notwithstanding the subsequent adoption of the whistleblower policy and the obligations arising thereunder, and whether the evidence establishes the liability of Defendant Nos. 3, 4, 6 and 7 in relation to the

impugned termination.

512. The plaintiff's case is that he joined Defendant No. 4 under the employment contract dated 01.01.2011, marked as Ex.P.2, and was entrusted with the responsibility of heading the Employee Benefits business, which was subsequently renamed the Health and Benefits vertical. He contends that he discharged his responsibilities and contributed substantially to the business of Defendant No. 4. According to him, during the course of his employment, he became aware of certain alleged irregularities and wrongdoing and brought the same to the attention of persons associated with the management and operations of the WTW organisation. He relies upon communications, messages, telephone conversations and meetings between July 2017 and July 2018 to establish that he raised concerns regarding alleged fictitious transactions, phantom payments through the Wellness and Professional Expenses accounts, questionable vendor payments and alleged sub-broking activities contrary to the applicable regulatory

requirements. His grievance is that, instead of examining those concerns in accordance with the applicable policies, the defendants initiated proceedings against him, suspended him and ultimately terminated his employment on 28.09.2018.

513. The plaintiff has specifically relied upon the Code of Conduct Reporting and Whistleblower Guidance associated with Defendant No. 7 and contends that the relevant policy framework applied to Defendant Nos. 4 and 6. According to him, he communicated his concerns to senior personnel, including Mr. Cedric Luah, Mr. Vivek Nath and Mr.Scott Burnett, through calls, messages and meetings. He has referred to communications dated 04.07.2017 and 06.08.2017 and subsequent meetings held on 16.11.2017, 24.11.2017, 09.02.2018 and 16.04.2018. He has further contended that the Compliance Officer of Defendant No. 4, Ms.M.Soundarya, was informed of the alleged improprieties but that no effective and independent action was taken to address his concerns. These circumstances form the foundation of his contention that

the subsequent adverse employment action was connected with his reporting of alleged wrongdoing.

514. The defendants deny that the plaintiff made a qualifying whistleblower complaint and contend that his employment was terminated in accordance with the employment contract. They further dispute the applicability of the WTW Whistleblower Code to the employment relationship and deny that Defendant Nos.6 and 7 exercised control over the day-to-day functioning of Defendant No. 4. The plaintiff, however, relies upon the contractual provision concerning other rules and regulations, the subsequent adoption of the WTW policies, the testimony of the defence witnesses and the circumstances preceding his termination. These rival contentions must be examined by considering the contractual terms, the policy documents, the communications relied upon by the plaintiff and the oral evidence, rather than by accepting the defendants' characterisation of the termination as a matter falling exclusively within their contractual discretion.

515. The employment contract dated 01.01.2011, marked as Ex.P.2, contains a provision permitting termination in accordance with the stipulated notice or payment-in-lieu arrangement. The defendants principally rely upon this provision to contend that the termination was contractually permissible. However, the same contract contains a separate clause under the heading **"OTHER RULES AND REGULATIONS"**, which provides that, in matters not specifically covered by the appointment letter, the employee would be governed by the rules applicable to employees of his category from time to time. The clause refers to matters including leave facilities, provident fund, medical benefits, insurance benefits, travelling, retirement, gratuity and bonus. The existence of this clause is material because it demonstrates that the employment relationship contemplated the application of other applicable rules and regulations and was not necessarily confined to the express provisions of the original appointment letter.

516. The plaintiff contends that, in July 2017, the Board of Directors of Defendant No. 4 adopted the WTW

policies and procedures, including the WTW Whistleblower Code, and that the non-retaliation protection thereby became applicable to his employment. In support of this contention, he relies upon Ex.P.158 and Ex.D.1. The significance of the subsequent policy adoption is that it occurred before the communications and events culminating in the plaintiff's termination. Therefore, the rights and obligations of the parties as on the date of termination must be considered with reference to the employment contract as well as the subsequently applicable policy framework. The defendants cannot establish the lawfulness of the termination merely by referring to the contractual provision without addressing the effect of the other applicable contractual terms and policy obligations.

517. The evidence of DW.1, Rohit Jain, is of particular significance on this aspect. During his cross-examination, DW.1 acknowledged that Defendant No. 4 had adopted the WTW policies and procedures contained in the document produced along with the written statement of

Defendant Nos. 2 and 4, which was marked as Ex.P.158. He further acknowledged that Ex.D.1 was the WTW Code of Conduct, that the said Code was binding upon Defendant No. 4 and that Clause 3.3 of Ex.D.1 protected a whistleblower against retaliation. These admissions are material because they establish, through the evidence of a defence witness, the adoption of the policy framework by Defendant No. 4, the binding character of the Code and the existence of the express non-retaliation protection. Consequently, the existence and relevance of the policy cannot be disregarded merely because the original employment contract also contained a termination provision.

518. The above admissions must be read together with the clause in Ex.P.2 concerning other rules and regulations. The contractual notice provision and the non-retaliation provision operate in different spheres. The former regulates the contractual mechanism by which employment may be terminated, whereas the latter addresses the treatment of persons making disclosures

protected under the applicable policy. These provisions must, as far as possible, be construed harmoniously. It is not necessary to hold that the adoption of the WTW Whistleblower Code deleted or entirely superseded the termination clause in Ex.P.2. The material legal question is whether the defendants could exercise the contractual power of termination in a manner contrary to an independently applicable obligation prohibiting retaliation. If the plaintiff establishes that the termination was retaliatory and in breach of the applicable policy, compliance with the notice-period provision alone would not necessarily absolve the defendants of liability arising from that breach.

519. The evidence of DW.1 further establishes important circumstances concerning the plaintiff's employment history. DW.1 admitted that the plaintiff was appointed by Defendant No. 4 in 2011 as Head of Employee Benefits, that the business was subsequently renamed Health and Benefits, and that the plaintiff was responsible for that vertical. DW.1 also acknowledged that he was a

director of Defendant No. 4 during 2017–2018 and was aware of the financial performance of the company and its business verticals. He admitted that the Health and Benefits vertical was one of the leading revenue-generating verticals during that period. These admissions establish the plaintiff's responsibilities and the significance of the business vertical headed by him, providing relevant background against which the subsequent events must be evaluated.

520. DW.1 further acknowledged that the plaintiff's appraisal was good up to mid-2017 and that, to the best of his knowledge, there were no adverse remarks in the plaintiff's appraisal up to that period. He admitted that the plaintiff had never been placed on a performance-improvement plan and that Defendant No. 4 had, at some point, granted him increments and bonuses. He also acknowledged that the plaintiff's involvement and performance were important and critical to the company. Although DW.1 expressed an inability to recall the plaintiff's appraisal after mid-2017 and declined to confirm

certain details of subsequent increments and bonuses without checking the records, those qualifications do not erase the admissions actually made. The evidence establishes a favourable employment history up to the period acknowledged by the witness and the importance of the plaintiff's contribution to the organisation.

521. The plaintiff's previous performance, by itself, would not prevent the employer from taking disciplinary action upon subsequently established misconduct. Nevertheless, it is a relevant circumstance when considered together with the allegations of whistleblowing, the chronology of the communications, the adoption of the non-retaliation policy and the subsequent adverse employment action. The Court must examine whether the explanation advanced by the defendants for the suspension and termination is supported by the contemporaneous record and whether the action was consistent with the applicable policy obligations. The significance of the plaintiff's performance history lies not in conferring immunity from disciplinary proceedings but in requiring

the Court to assess the defendants' explanation in the context of the entire sequence of events.

522. The plaintiff's case concerning the reporting of alleged wrongdoing must be considered in the light of the communications and meetings relied upon by him. The plaintiff asserts that he raised specific concerns concerning fictitious transactions, phantom vendor payments and alleged regulatory violations and that these concerns were brought to the attention of persons associated with the relevant business and management. The defendants dispute the substance and character of these communications. Therefore, the Court must determine whether the communications, considered in their context, amounted to reporting of suspected wrongdoing within the scope of the applicable policy. The question is not merely whether the plaintiff used a particular description for his communications, but whether the substance of the information conveyed and the circumstances in which it was conveyed brought the matter within the protection contemplated under the Code.

523. The Court must also distinguish between the communication of a concern and proof that every allegation contained in that communication was ultimately correct. A whistleblower's complaint may warrant examination under the applicable policy even where the alleged wrongdoing has not yet been conclusively established. The protection against retaliation is intended to regulate the treatment of a person making a qualifying disclosure and cannot necessarily be made dependent upon the prior establishment of every allegation contained therein. At the same time, the plaintiff must establish that the communications relied upon by him fall within the applicable policy and that the adverse employment action was connected with those communications. The evidence concerning the content, timing, recipients and subsequent treatment of the complaints must therefore be evaluated cumulatively.

524. The events of July 2018 assume particular significance. The plaintiff has relied upon the meeting dated 17.07.2018, arranged following communications

from the Compliance Officer of Defendant No. 4, Ms.M.Soundarya, and attended by Defendant No. 3, Ms. Vandana Bhatt, along with other persons. According to the plaintiff, during that meeting he was informed of allegations concerning his possible involvement in underhand facilitation payments through Paramount Health Services & Insurance TPA Private Limited in relation to Sterling & Wilson. He contends that the particulars of the allegations were not adequately furnished despite his requests and that he was pressured to proceed on paid leave pending an investigation. He further alleges that, after he declined to proceed on leave, the process culminated in suspension and termination. The defendants dispute coercion and maintain that the process was bona fide. These rival versions must be assessed in the light of the correspondence, the evidence of the witnesses and the subsequent events. The mere initiation of an investigation does not, by itself, establish either its fairness or its retaliatory character.

525. The evidence of DW.2, Mr.Vijay Kumar Suri,

must be evaluated in the context of his position as Managing Director and Principal Officer of Defendant No. 4 and the matters within his knowledge and responsibility. The plaintiff relies upon the evidence of DW.2 in relation to the management of Defendant No. 4, the applicable policies and the circumstances surrounding the plaintiff's employment and termination. The relevant question is whether the explanation furnished on behalf of the management is supported by the contemporaneous record and whether the concerns raised by the plaintiff were dealt with in accordance with the applicable policy framework. The Court must assess the testimony of DW.2 in conjunction with the evidence concerning the complaints, the internal process and the termination, rather than treating the mere existence of an internal investigation as conclusive proof that the resulting action was bona fide.

526. The evidence of DW.5, Mr. Cedric Luah, must likewise be considered in the context of the plaintiff's case that he reported his concerns to persons associated with the WTW organisation before the suspension and

termination. The plaintiff relies upon communications and meetings involving Mr. Cedric Luah and other senior personnel to establish that the concerns were brought to the attention of persons associated with the relevant reporting structure. The evidentiary significance of DW.5's testimony depends upon the communications proved, the information conveyed, his knowledge of the complaints and the role, if any, played by him in the response to those complaints. The Court must therefore consider his testimony together with the contemporaneous communications and the other evidence concerning the sequence of events. His position within the organisation is relevant context, but personal liability must ultimately rest upon the conduct and obligations established against him or the entity represented by him, as the case may be.

527. The plaintiff has further relied upon the evidence concerning the organisational relationship between Defendant Nos. 4, 6 and 7. DW.1 admitted that Defendant No. 6 acquired a 49% shareholding in Defendant No. 4 during 2016–2017 and became its single

largest shareholder. He acknowledged that, during the relevant period, the Board of Directors of Defendant No. 4 included representatives associated with the WTW Group, including Mr. Scott Burnett. He further admitted that Defendant No. 4 had adopted the WTW policies and procedures and that Ex.D.1 was binding upon Defendant No. 4. These admissions are relevant to understanding the organisational setting in which the policy framework was adopted and applied. However, the Court must distinguish between the existence of a corporate relationship and the legal basis for imposing liability upon each separate corporate entity.

528. The liability of Defendant No. 4 stands on a distinct footing because it was the plaintiff's employer and the entity which terminated his services. Its obligations arise from the employment contract, the applicable employment rules and the policy framework adopted by it. Having adopted the WTW policies and acknowledged the binding nature of the Code of Conduct, Defendant No. 4 was required to act consistently with the applicable non-

retaliation protection. If the evidence establishes that the plaintiff made disclosures falling within the scope of that protection and that the termination was connected with those disclosures, Defendant No. 4 cannot avoid liability merely by establishing that it complied with the monetary requirement of the termination clause. Its contractual power had to be exercised consistently with the other applicable obligations governing the employment relationship.

529. The liability of Defendant No. 3, Ms.Vandana Bhatt, must be considered in the light of the role attributed to her in the events preceding the plaintiff's suspension. The plaintiff alleges that she participated in the meeting dated 17.07.2018 and exerted pressure upon him to proceed on paid leave pending an investigation. The defendants contend that she attended in an advisory capacity and did not decide the course of action adopted by Defendant No. 4. The Court must determine the issue on the evidence concerning her actual participation and conduct, rather than merely on the basis of her designation

or association with a group company. If her participation in the impugned process and the conduct attributable to her are established by the evidence, her responsibility must be assessed in the light of the applicable law and the reliefs sought against her.

530. The liability of Defendant Nos. 6 and 7 similarly requires consideration of the policy obligations and the conduct established against them. The plaintiff contends that the WTW Whistleblower Code and associated reporting framework applied to the relevant entities and that the persons to whom he reported the alleged wrongdoing were associated with the WTW organisation. The evidence concerning the shareholding, board representation and adoption of the policies is relevant to the plaintiff's case, but corporate association alone is insufficient to establish liability. The Court must determine whether the relevant policy obligations applied to each entity, whether the entity was responsible for handling or responding to the complaints, and whether the evidence establishes participation in, authorisation of, or other legal

responsibility for the retaliatory conduct alleged. Where those elements are established, the corporate character of the defendant does not, by itself, prevent the grant of appropriate relief.

531. The defendants' reliance upon the termination clause in Ex.P.2 must finally be considered against the cumulative effect of the contractual and policy framework. The clause concerning notice or payment in lieu thereof does not necessarily confer an unrestricted right to terminate an employee for a purpose prohibited by an applicable non-retaliation policy. The clause under the heading **"OTHER RULES AND REGULATIONS"** expressly contemplates the application of rules governing the employment relationship from time to time. The subsequent adoption of the WTW policies in July 2017 and the admissions of DW.1 concerning Ex.P.158, Ex.D.1 and Clause 3.3 are therefore material to the determination of the parties' rights and obligations. The proper approach is to read the provisions together and determine whether the impugned termination was consistent with the obligations

applicable on 28.09.2018.

532. Upon a careful and meticulous perusal of the pleadings, the employment contract, the relevant policy documents, the communications relied upon by the plaintiff and the oral evidence concerning his employment history and the events preceding the termination, the Court finds that the controversy cannot be resolved solely by reference to the notice-period provision. The evidence of DW.1 establishes the adoption of the WTW policies by Defendant No. 4, the binding nature of the Code of Conduct, the existence of protection against retaliation and the plaintiff's employment history and responsibilities. These circumstances require the Court to examine the plaintiff's allegations of retaliation in the context of the applicable policy and the events leading to his termination, rather than treating the termination as an ordinary contractual decision immune from scrutiny.

533. The Court further finds that the plaintiff's claim must be evaluated on the substance of the protection

afforded by the applicable Whistleblower Code. Where an employer has adopted a policy protecting persons making qualifying disclosures, the obligation to respect that protection cannot be disregarded merely because the employer also possesses a contractual power to terminate employment. The subsequent policy framework is relevant to the construction and application of the original employment contract. The defendants' compliance with the applicable policy must therefore be assessed independently of whether notice-period salary was paid. If the evidence establishes that the termination was retaliatory, the payment of such salary cannot, by itself, extinguish the liability arising from the breach of the applicable non-retaliation obligation.

534. In the result, upon considering the contractual provisions, the subsequent adoption of the WTW policies, the admissions of DW.1, DW2 and the evidence concerning the plaintiff's disclosures and the circumstances preceding his termination, the Court answers **Issue No. 5 in the Affirmative**, holding that the plaintiff has established his

entitlement to relief in relation to the impugned termination against the concerned defendants, subject to the findings on the other issues and the applicable law. Defendant No. 4's contractual and policy obligations must be read together, and the liability of Defendant Nos. 3, 6 and 7 must be determined with reference to the obligations and conduct attributable to them. The defendants cannot defeat the plaintiff's claim merely by relying upon the notice-period provision in Ex.P.2 while disregarding the applicable policy framework and the protection against retaliation. Hence, I answer **Issue No.5** in the **Affirmative**.

535. **Issue No. 6:-** The burden of proving this issue is upon the plaintiff. The plaintiff seeks to recover special damages of ₹3,67,97,082/- on the ground that the wrongful termination of his employment with Defendant No. 4 resulted in a substantial loss of income and employment-related benefits which he would otherwise have earned. The plaintiff has furnished Annexure-29, described as the "Loss of Income Model," setting out a comparative computation of the remuneration projected to

have been earned by him from Willis Towers Watson India Insurance Brokers, hereinafter referred to as WTWIIB, and the remuneration and benefits reflected in the model for UIB Insurance Brokers, hereinafter referred to as UIB. The model sets out the annual fixed pay, incentive or bonus, the retention bonus applicable at UIB, the resulting annual difference between the two employment arrangements, and the cumulative net financial effect. The principal question for determination is whether the computation furnished by the plaintiff establishes the financial loss claimed by him and whether such loss is legally recoverable under Section 73 of the Indian Contract Act, 1872.

536. While considering this issue, the finding already recorded on Issue No. 4, concerning the wrongful termination of the plaintiff's employment, assumes significance. Once the breach of the obligations governing the employment relationship is established, the Court must examine the financial consequences of that breach and determine the compensation, if any, recoverable by the plaintiff. Nevertheless, the existence of a wrongful

termination and the proof of the precise amount of damages are distinct matters. The plaintiff is required to establish a sufficient connection between the breach and the loss claimed, together with a reasonably reliable basis for quantifying that loss. The assessment must neither deprive the plaintiff of compensation for a loss legally attributable to the breach nor award an amount founded upon conjecture, unsupported projections or benefits which the plaintiff has not established that he would have received.

537. Section 73 of the Indian Contract Act, 1872, provides the governing principle for determining compensation arising from a breach of contract. The compensation must correspond to the loss or damage which naturally arose in the usual course of things from the breach or which the parties knew, when entering into the contract, was likely to result from such breach. Compensation is not available for remote and indirect loss. The Explanation to the said provision also requires consideration of the means which existed for remedying the

inconvenience caused by the non-performance of the contract. Consequently, in the present case, the comparison between the remuneration which the plaintiff claims he would have earned at WTWIIB and the remuneration and benefits reflected in his subsequent employment at UIB is directly relevant to determining the financial consequences of the termination. The computation must, however, be assessed in the light of the assumptions, contractual arrangements and figures upon which it is founded.

538. The plaintiff has relied upon Annexure-29 as the principal computational basis for his claim of ₹3,67,97,082/-. The document is arranged into two distinct parts. The first part sets out the fixed pay and incentive or bonus at WTWIIB for the years 2016 to 2030. The second part sets out the corresponding fixed pay, incentive or bonus and retention bonus reflected for UIB, including the years 2019 to 2030. The document thereafter records the net financial effect for the relevant years and the cumulative net effect of ₹36,797,082. Thus, the

amount claimed in the plaint is not presented as an arbitrary lump-sum demand; it is supported by a comparative calculation intended to demonstrate the difference between the two employment-related income streams over the period covered by the model. The probative value of the calculation must be determined by examining each component and the assumptions expressly recorded in Annexure-29.

539. The first component of Annexure-29 concerns the annual fixed pay at WTWIIB. The model records fixed pay of ₹1,48,13,500 for 2016, ₹1,57,00,000 for 2017 and ₹1,63,00,000 for 2018. Thereafter, it records ₹1,71,15,000 for 2019, ₹1,79,70,750 for 2020, ₹1,88,69,288 for 2021, ₹1,98,12,752 for 2022, ₹2,08,03,389 for 2023, ₹2,18,43,559 for 2024, ₹2,29,35,737 for 2025, ₹2,40,82,524 for 2026, ₹2,52,86,650 for 2027, ₹2,65,50,982 for 2028, ₹2,78,78,532 for 2029 and ₹2,92,72,458 for 2030. The corresponding total remuneration figures in the WTWIIB section, after adding the incentive or bonus component, are ₹1,88,85,333 for

2019, ₹1,97,41,083 for 2020, ₹2,06,39,621 for 2021, ₹2,15,83,085 for 2022, ₹2,25,73,722 for 2023, ₹2,36,13,892 for 2024, ₹2,47,06,070 for 2025, ₹2,58,52,857 for 2026, ₹2,70,56,983 for 2027, ₹2,83,21,315 for 2028, ₹2,96,48,865 for 2029 and ₹3,10,42,791 for 2030. These figures represent the annual remuneration projected by the plaintiff for comparison with the corresponding figures in the UIB section.

540. The assumptions underlying the WTWIIB fixed-pay projection are expressly stated in Annexure-29. According to Note 1(i), the fixed pay has been assumed to increase at 5% per annum, based upon the approximate average percentage increase in fixed pay for the preceding financial years 2015–16, 2016–17 and 2017–18. Similarly, Note 2(i) states that the annual incentive or bonus at WTWIIB has been calculated by taking the average of the bonus paid to the plaintiff during the three financial years preceding his termination, namely 2015–16, 2016–17 and 2017–18. The model records incentive or bonus figures of ₹28,00,000 for 2016, ₹16,61,000 for 2017 and ₹8,50,000

for 2018, and applies an annual figure of ₹17,70,333 for the subsequent projected years. The resulting total remuneration figures have accordingly been computed by combining the projected fixed pay with the annual incentive or bonus. These assumptions are material because they explain the methodology adopted by the plaintiff rather than merely presenting the final amount claimed.

541. The component of Annexure-29 concerns the remuneration reflected for UIB. The model records annual fixed pay of ₹1,38,54,699 for 2019, ₹1,52,40,169 for 2020, ₹1,60,02,177 for 2021, ₹1,68,02,286 for 2022, ₹1,76,42,401 for 2023, ₹1,85,24,521 for 2024, ₹1,94,50,747 for 2025, ₹2,04,23,284 for 2026, ₹2,14,44,448 for 2027, ₹2,25,16,671 for 2028, ₹2,36,42,504 for 2029 and ₹2,48,24,629 for 2030. The corresponding total remuneration figures recorded in the UIB section are ₹1,38,54,699 for 2019, ₹1,67,40,169 for 2020, ₹2,75,02,177 for 2021, ₹1,83,02,286 for 2022, ₹1,91,42,401 for 2023, ₹2,00,24,521 for 2024,

₹2,09,50,747 for 2025, ₹2,19,23,284 for 2026, ₹2,29,44,448 for 2027, ₹2,40,16,671 for 2028, ₹2,51,42,504 for 2029 and ₹2,63,24,629 for 2030.

542. Note 1(ii) to Annexure-29 states that the fixed pay at UIB has also been assumed to increase at 5% per annum, except for the increase from the financial year 2018–19 to 2019–20, which has been calculated at 10%. The model attributes the subsequent reduction in the assumed rate of increase to the adverse impact of the COVID-19 crisis upon the economy and the insurance industry and, consequently, employee increments. Note 2(ii) further states that the annual incentive or bonus at UIB reflects the actual amount paid to the plaintiff for the financial year 2019–20, and the model adopts ₹15,00,000 as the annual incentive or bonus for the relevant years. These particulars demonstrate that the UIB side of the comparison has been calculated by applying the assumptions specified in the annexure, together with the bonus figure identified therein.

543. The most significant feature of the UIB computation is the retention bonus of ₹1,00,00,000/-. Note 3 to Annexure-29 states that the retention bonus was provided under the UIB employment contract and that the plaintiff would be entitled to receive ₹1,00,00,000/- upon completion of three years with UIB, namely in 2021. Consistent with that note, the UIB section records the retention bonus in the 2021 column and includes it in the total remuneration of ₹2,75,02,177/- for that year. This figure is materially higher than the WTWIIB total remuneration of ₹2,06,39,621/- recorded for the same year.

544. The consequence of including the retention bonus is that the model does not assume that the plaintiff suffered a positive income differential in every year. Instead, it recognises that the retention bonus reflected at UIB exceeded the corresponding projected WTWIIB remuneration for 2021. The difference for that year is therefore negative, reducing the overall amount of the plaintiff's claim. This is an important feature of Annexure-

29 because it demonstrates that the calculation takes account of a substantial employment-related benefit on the UIB side, rather than simply subtracting the fixed salary at UIB from the projected salary at WTWIIB while ignoring the retention bonus.

545. The annual comparison recorded in Annexure-29 begins in 2019, when the total remuneration projected at WTWIIB is ₹1,88,85,333/- and the total remuneration recorded at UIB is ₹1,38,54,699/-. The difference is ₹50,30,634/-. For 2020, the respective totals are ₹1,97,41,083/- and ₹1,67,40,169/-, resulting in a positive difference of ₹30,00,914/-. For 2021, the respective totals are ₹2,06,39,621/- and ₹2,75,02,177/-, resulting in a negative difference of ₹68,62,556 on subtraction of the displayed totals. Annexure-29 records the net effect for that year as negative ₹68,62,557/-.

546. For the subsequent years, Annexure-29 records positive annual net effects of ₹32,80,799/- for 2022, ₹34,31,322/- for 2023, ₹35,89,371/- for 2024,

₹37,55,323/- for 2025, ₹39,29,573/- for 2026, ₹41,12,535/- for 2027, ₹43,04,645/- for 2028, ₹45,06,361/- for 2029 and ₹47,18,162/- for 2030. The figures in the annual net-effect row are the figures adopted in the plaintiff's cumulative computation. The difference of one rupee between certain displayed annual totals and the corresponding annual net-effect entries does not materially alter the stated cumulative amount; nevertheless, the arithmetic should be understood with reference to the figures actually recorded in Annexure-29.

547. The cumulative computation in Annexure-29 proceeds by taking the positive differences for the relevant years, accounting for the negative difference attributable to the retention bonus in 2021, and aggregating the annual net effects through 2030. The document expressly records the cumulative net effect as ₹36,797,082/-, which, when expressed in the Indian numbering system, is ₹3,67,97,082/-. This is the precise amount claimed by the plaintiff under the present issue. The figure is therefore traceable to the annual net-effect entries in Annexure-29

and is not an amount which has been introduced independently of the plaintiff's computation.

548. The Court considers the treatment of the retention bonus particularly relevant to the reliability of the methodology. Had the plaintiff simply claimed the aggregate difference between the projected WTWIIB remuneration and the UIB remuneration without accounting for the retention bonus, the calculation would have overstated the loss for 2021. The model, however, includes the said bonus and records a negative annual difference. The cumulative amount of ₹3,67,97,082/- must consequently be understood as the net effect recorded by the plaintiff after incorporating that substantial benefit, rather than as a gross total of the positive annual differences alone.

549. The Court has also considered the time period covered by the model. Annexure-29 contains historical remuneration figures for the years preceding the termination and projections extending through 2030. The

plaintiff's computation is thus founded upon a comparison of the remuneration that he claims he would have earned from WTWIIB with the remuneration reflected for his subsequent employment at UIB over the relevant period. The model does not merely multiply the last-drawn salary by the number of years remaining in the projected period of service. Instead, it applies separate annual figures for fixed pay and incentive or bonus, and accounts for the retention bonus at UIB. The resulting difference is therefore sensitive to the annual remuneration figures adopted on both sides of the comparison.

550. At the same time, the projection extending through 2030 must be assessed as a projection and not as proof that every future component was certain to accrue. The assumed annual increases of 5%, the application of the historical average bonus at WTWIIB and the use of the UIB bonus figure identified in the annexure are integral to the calculation. The Court must consider whether these assumptions are reasonably supported by the historical remuneration figures, the contractual arrangements and

the evidence concerning the plaintiff's employment. The fact that a figure is projected does not, by itself, render the claim speculative; equally, a mathematical projection does not acquire the character of an established contractual entitlement merely because it is set out in a tabular form.

551. The plaintiff's computation must further be considered in the context of the duty to mitigate loss. The Explanation to Section 73 of the Indian Contract Act requires the Court to take account of the means which existed for remedying the inconvenience caused by the breach. In the present case, Annexure-29 itself adopts the remuneration and benefits reflected for UIB as the comparator against the projected WTWIIB remuneration. It therefore proceeds on the basis that the plaintiff's subsequent employment and the financial benefits available thereunder must be accounted for in calculating the loss. The inclusion of UIB's fixed pay, annual incentive or bonus and retention bonus is material to that assessment.

552. The law does not require the plaintiff to remain without employment merely because his former employment was terminated. Nor does the fact that he obtained alternative employment necessarily extinguish a claim for damages. Where the remuneration available from alternative employment is lower than the remuneration reasonably expected from the former employment, the difference may constitute a relevant measure of loss, provided the necessary causal connection and evidentiary foundation are established. Conversely, the Court cannot award the entire projected remuneration from the former employer without accounting for the remuneration and benefits reflected in the alternative employment arrangement. Annexure-29 addresses this comparison by recording the net annual effect, including the negative effect of the retention bonus in 2021.

553. The Court has carefully considered the assumptions expressly stated in Annexure-29. The fixed-pay projections are based upon assumed annual growth rates; the WTWIIB incentive or bonus is based upon the

average of the three preceding financial years; and the UIB incentive or bonus is based upon the amount stated to have been actually paid for the financial year 2019–20. The retention bonus is attributed to the UIB employment contract and is included in the 2021 total. These are distinct components, and their evidentiary character must be assessed accordingly. Historical salary and bonus figures, if established by the relevant records, provide a factual basis for evaluating the projections. Contractual provisions governing salary, incentive payments and retention benefits may establish the plaintiff's entitlement to particular amounts. An assumed future increment or incentive, however, must be assessed in the light of the evidence supporting the likelihood of its accrual.

554. Accordingly, Annexure-29 is relevant not merely because it states a final figure but because it discloses the methodology by which that figure has been reached. Its figures permit the Court to identify the source of the claimed difference, the effect of alternative employment and the manner in which the retention bonus has been

accounted for. The ultimate weight to be attached to the projections must depend upon their evidentiary foundation and the extent to which the assumptions are justified by the material on record.

555. The Court is also conscious that the plaintiff must establish his entitlement against the defendants from whom recovery is sought. The fact that the termination is found to be wrongful does not, by itself, establish that Defendant Nos. 4, 6, 7 and 8 are jointly and severally liable for the entire amount of ₹3,67,97,082/-. The liability of each defendant must be determined in accordance with the pleadings, the evidence and the legal basis applicable to that defendant. In particular, contractual liability for the consequences of termination and any independent liability alleged against other defendants must be considered on their respective legal foundations. The amount of loss established by Annexure-29 and the identity of the defendant or defendants legally responsible for that loss are separate questions which must both be resolved before a decree for recovery can be made.

556. The Court has further examined whether the assumptions underlying Annexure-29 are reasonable and supported by the evidence on record. The computation is not founded upon an arbitrary estimation of the plaintiff's alleged loss but proceeds upon the historical remuneration particulars, the pattern of annual increments, the incentive or bonus paid during the preceding financial years and the terms governing the plaintiff's subsequent employment with UIB. The assumption of a 5% annual increase in fixed pay at WTWIIB is founded upon the approximate average increase during the three preceding financial years, namely 2015–16, 2016–17 and 2017–18. Likewise, the projected annual incentive or bonus at WTWIIB is based upon the average of the bonus paid during the same three-year period. On the UIB side, the model adopts the actual bonus figure identified for the financial year 2019–20, applies the stated method of calculating subsequent fixed-pay increases, and separately accounts for the contractual retention bonus of ₹1,00,00,000/- payable upon completion of three years of employment. These

components disclose a rational and identifiable basis for the comparison. The assumptions have not been applied uniformly to inflate the plaintiff's claim; rather, the computation takes account of the remuneration and benefits reflected in the alternative employment and even records a negative differential for 2021 on account of the retention bonus. Upon consideration of the relevant employment documents, remuneration particulars and the oral evidence concerning the plaintiff's employment and earnings, the Court finds that the historical figures furnish a reasonable evidentiary foundation for the projections adopted in Annexure-29. The projections are consequently not to be rejected merely because the precise remuneration for every future year could not have been known with mathematical certainty at the time of termination. The appropriate test is whether the method adopted represents a reasonable assessment of the financial consequences of the breach on the evidence available, and the Court finds that the methodology employed in Annexure-29 satisfies that test to the extent established by the said evidence.

557. The Court has also considered the computation as a whole, rather than examining the individual annual differences in isolation. Annexure-29 compares the projected total remuneration at WTWIIB with the corresponding remuneration and benefits reflected at UIB and records the annual net effect for the period from 2019 to 2030. The computation incorporates the fixed-pay component, the incentive or bonus component and the retention bonus, thereby providing a comparative assessment of the financial position which the plaintiff would reasonably have occupied but for the wrongful termination and the position reflected in his subsequent employment. The annual net-effect figures recorded in Annexure-29 aggregate to ₹3,67,97,082/-, equivalent to ₹3,67,97,082/-, which is the amount claimed under this issue. The Court finds that the computation is supported by an intelligible methodology, is traceable to the figures set out in the annexure, and accounts for the substantial retention bonus received or receivable under the UIB employment arrangement instead of ignoring that benefit

to the plaintiff's advantage. The comparison therefore represents the net differential claimed by the plaintiff and not the gross remuneration projected from WTWIIB without adjustment for alternative earnings. Having regard to the wrongful termination already established, the historical remuneration particulars, the disclosed basis for the projected increases and bonuses, and the adjustment made for the alternative employment benefits, the Court accepts Annexure-29 as a reasonable and reliable basis for quantifying the plaintiff's loss of income. The Court is satisfied that the amount of ₹3,67,97,082/- represents the proved financial differential, to the extent supported by the employment records and evidence on record, and constitutes compensation legally recoverable under Section 73 of the Indian Contract Act, 1872, subject to the determination of the liability of the respective defendants in accordance with law.

558. On a careful and meticulous perusal of Annexure-29, the Court finds that the plaintiff has furnished a structured comparison of the remuneration

projected at WTWIIB and the remuneration and benefits reflected at UIB. The model records annual differences from 2019 through 2030, includes the UIB retention bonus of ₹1,00,00,000/- in 2021, accounts for the resulting negative annual difference, and states the cumulative net effect as ₹3,67,97,082/-, equivalent to ₹3,67,97,082. The claimed amount is thus identifiable from the computation furnished by the plaintiff. The inclusion of the retention bonus is particularly material because it demonstrates that the model accounts for a substantial benefit reflected in the alternative employment arrangement, rather than treating every year as necessarily resulting in a positive differential.

559. The Court nevertheless reiterates that the final amount recoverable under Section 73 of the Indian Contract Act must correspond to loss proved to be legally attributable to the breach. The model's assumptions concerning future fixed-pay increases and incentive or bonus payments must be assessed against the supporting evidence. The amount cannot be treated as conclusively

established merely because the cumulative figure appears in Annexure-29. Equally, the claim cannot be rejected merely because the computation contains projections, when those projections may be evaluated against historical remuneration, contractual arrangements and other reliable evidence. The proper course is to determine the recoverable amount by applying the disclosed methodology to the extent its factual premises are established and by excluding any component which is found to be unsupported, remote, duplicative or otherwise not recoverable under law.

560. For the foregoing reasons, the Court is of the considered opinion that Annexure-29 furnishes the computational basis for the plaintiff's claim for special damages of ₹3,67,97,082/-. The model records a cumulative net effect of ₹3,67,97,082/- after comparing the projected WTWIIB remuneration with the UIB remuneration and benefits, including the retention bonus of ₹1,00,00,000/- reflected for 2021. The annual net-effect figures, taken together, yield the cumulative amount stated

in the annexure. The computation is therefore relevant and material to the assessment of the plaintiff's loss. Its acceptance as the amount recoverable in the suit must, however, rest upon the proof of the underlying remuneration particulars, the contractual or evidentiary basis for the assumptions employed, and the legal responsibility of the defendant or defendants against whom recovery is sought. Accordingly, **Issue No. 6 is answered in the Affirmative, to the extent of special damages proved in accordance with law, with Annexure-29 furnishing the basis for the plaintiff's quantified claim of ₹3,67,97,082/-.**

561. **Issue No.7:-** The burden of proving this issue is upon the plaintiff. The plaintiff claims compensation of ₹10,00,000/- towards mental agony, anguish and harassment allegedly suffered as a consequence of the events culminating in the termination of his employment. He contends that the manner in which the allegations against him were dealt with, the suspension and termination, and the resulting impact upon his

professional standing caused substantial distress and injury. The defendants dispute the plaintiff's allegations and deny that their conduct caused compensable mental suffering. Therefore, the question for consideration is whether the plaintiff has established a legally recoverable injury distinct from the financial loss claimed under Issue No. 6 and, if so, whether the amount claimed is justified by the evidence.

562. The claim for compensation towards mental agony must be considered in the context of the nature of the cause of action and the legal obligations found to have been breached. The finding on Issue No. 4 concerning wrongful termination is relevant to the present issue. However, wrongful termination and entitlement to a particular amount of compensation for mental suffering are not necessarily identical questions. The plaintiff must establish that the mental suffering for which compensation is sought is legally attributable to the actionable conduct proved and that an award under this head is permissible in the circumstances of the case. The mere fact that

employment has been terminated does not automatically establish entitlement to the precise amount claimed.

563. The plaintiff relies upon the circumstances surrounding his suspension and termination, the treatment of his alleged disclosures and the resulting impact upon his professional and personal well-being. The plaintiff's professional position and the responsibilities entrusted to him provide relevant context for assessing the circumstances in which the termination occurred. The loss of a significant professional position and the uncertainty arising from termination may reasonably cause distress. Nevertheless, the Court must distinguish between the ordinary disappointment and financial anxiety accompanying the loss of employment and any additional injury resulting from conduct established to be wrongful under the applicable contractual or other legal obligations. The existence and extent of such injury must be assessed on the evidence as a whole.

564. The plaintiff relies upon the decision of the

Hon'ble High Court of Delhi in ***Kritendra Sharma v. Government of NCT of Delhi and Others*, reported as 2026 DHC 4828 DB**, in support of his claim for compensation towards mental agony and trauma. As referred to in the plaintiff's submissions, the said decision concerned compensation awarded in the context of dismissal, attendant stigma and prolonged litigation, including an award of compensation towards mental agony and trauma. The plaintiff contends that the said decision supports his claim for ₹10,00,000/- under this head.

565. The said decision may be considered for the principles applicable to compensation for mental suffering in its proper legal and factual context. However, the amount awarded in another case cannot be adopted mechanically in the present proceedings. The nature of the employment relationship, the conduct established, the injury proved and the circumstances of the litigation must be examined independently. The Court must also ensure that the compensation awarded is legally permissible and proportionate to the injury established in the present case.

566. The Court has further considered the distinction between the claim for mental agony and the special damages claimed under Issue No. 6. The loss of salary, employment benefits, bonuses, increments and other financial consequences must be assessed under the appropriate pecuniary heads. If compensation for mental suffering is legally recoverable and supported by the evidence, it must relate to a distinct injury and cannot simply duplicate the financial loss already considered. The plaintiff cannot obtain multiple awards for the same injury merely by describing it under different heads of damages.

567. The Court must also distinguish the present claim from the plaintiff's separate claims founded upon alleged defamation, disparagement or malicious falsehood. To the extent any such claim is held barred by limitation or otherwise not maintainable, the plaintiff cannot obtain compensation under the present issue for the very same alleged defamatory injury by indirectly recasting it as mental agony arising from the termination. The present claim must rest upon the actionable conduct

independently established in the employment-related proceedings. The evidence relating to the circumstances of termination may be considered for that limited purpose, but it cannot be used to revive a separate cause of action which fails on limitation or proof.

568. The Court has carefully considered whether the amount of ₹10,00,000/- claimed by the plaintiff is established merely by the circumstances relied upon in his submissions. The claim is founded upon the alleged distress and professional injury resulting from the termination and the manner in which the events unfolded. Such circumstances may be relevant to determining whether the plaintiff suffered compensable mental distress. Nevertheless, the quantum must be assessed in the light of the evidence, the nature of the wrongful conduct established, the injury reasonably attributable to that conduct and the principles governing contractual damages. The Court cannot award the entire amount claimed solely because the plaintiff has specified that figure in the plaint or because a similar amount was awarded in another case

involving materially different circumstances.

569. At the same time, the Court must not disregard the circumstances of the termination while assessing the plaintiff's claim. Where the evidence establishes that the termination was contrary to the obligations governing the employment relationship, the Court must consider the consequences of the actionable conduct in determining the relief legally available. The absence of a separate monetary measure for mental suffering does not, by itself, determine the claim either way. The decisive question is whether the injury asserted is legally compensable on the facts established and whether the amount awarded would constitute reasonable compensation rather than a speculative or punitive award unsupported by law.

570. On a careful and meticulous perusal of the material relied upon by the plaintiff, and having regard to the finding on Issue No. 4, the Court finds that the circumstances surrounding the termination are relevant to the plaintiff's claim for mental suffering. However, the

entitlement to compensation under this head must be determined independently of the financial loss considered under Issue No. 6 and independently of any separate defamation claim that may fail on limitation or proof. The amount of ₹10,00,000/- cannot be treated as automatically established merely because the plaintiff has claimed it. Any award under this head must be supported by the evidence and must correspond to the injury legally attributable to the actionable conduct proved.

571. For the foregoing reasons, the Court is of the considered opinion that Issue No. 7 must be answered in the Affirmative to the extent that the plaintiff establishes an entitlement to reasonable compensation for mental suffering legally attributable to the wrongful conduct proved in the present proceedings. The quantum, if awarded, must be proportionate to the injury established, must not duplicate the pecuniary damages awarded under Issue No. 6, and must not include compensation for a separate cause of action that is barred by limitation or otherwise not proved. Accordingly, Issue No. 7 is answered

in the Affirmative.

572. **Proceedings under Section 340 of the Code of Criminal Procedure, 1973 Legal basis:-** While appreciating the oral and documentary evidence adduced in the present suit this court has independently considered whether any such portion of the sworn testimony of DW.2 Mr.Vijay Kumar Suri and DW.5 Mr. Cedric Luah discloses circumstances warrant in proceedings in respect of an offences affecting the administration of justice. This consideration is distinct from the assessment of their credibility for the purpose of deciding the civil issues. A witness's testimony does not become false evidence merely because it is disputed by the opposite party is inconsistant with other witness's account, or does not inspire complete confidence. The relevant question is whether the specific statement made by a person legally bound to state the truth, appears to be objectively false and whether surrounding circumstances warrant and enquiry into the witness's knowledge, belief and intention at the time of making the statement.

573. Section 340 CrPC applies where it appears to the Court that an offence referred to in Section 195(1)(b) CrPC has been committed in or in relation to a proceeding before it. Offences under Sections 193 and 199 IPC fall within that clause. Section 191 IPC defines giving false evidence. It applies to a person who is legally bound by an oath to state the truth and who makes a statement that is false and that he either knows or believes to be false, or does not believe to be true. Section 192 IPC covers fabricating false evidence, and Section 193 IPC prescribes the punishment for both. The Court is not deciding guilt. It examines only whether there is a prima-facie case, whether the falsity is deliberate and material, and whether a complaint is expedient in the interests of justice. A mere inconsistency, a lapse of memory or an unfavourable answer is not an offence under these provisions. What they require is a statement of fact, made on oath, that is demonstrably untrue and that the witness knew or had no reason to believe to be true.

574. **DW-2 (Mr. Vijay Kumar Suri), Statement 1:**

the e-mail of 16.07.2018. At Para XII, Page 9 of the written statement for Defendants 2 and 4, DW-2 relied on an e-mail sent by Defendant No. 5 on 16.07.2018 (Annexure D3). He said that e-mail asserted that Defendant No. 5 had acted on the Plaintiff's instructions. He did not disclose that Defendant No. 5 withdrew the same e-mail within about three hours: "**Kindly ignore my previous email as it was sent erroneously**" (Document No. 3 to the written statement of Defendants 3 and 8). A retracted communication has no probative value as an admission, and relying on it as defendant No.5's position while omitting the retraction is a half-truth. Concealing a known and material fact to create a false impression is within the mischief of Section 191 IPC, and the verification of the pleading engages Section 199 IPC. The omission went to the defence that the Plaintiff acted on his own initiative. This Court finds it deliberate, since the retraction was in the defendants' own record.

575. **DW-2, Statement 2: the IAC Report.** On 30.06.2026, DW-2 stated that it is false that the IAC found

misappropriation of funds by the management of Defendant No. 4, and false that the IAC found risks of unauthorised payments to third parties. Ex. P-143 states that "the second financial issue related to payment controls, client money and cash management, where the risk of unauthorised payments and potential misappropriation of cash is satisfactorily managed." The report records that the risk exists and is managed. It does not record that no such risk was identified. DW-2's formulation uses the closing phrase of the report to erase the issue it identified. Given the plain language of an admitted document, this Court finds that DW-2's description of its contents was false. It was not an error of recollection, because the document speaks for itself.

576. **DW-2, Statement 3: the "restructuring" justification.** Asked whether there was reason to terminate the Plaintiff, DW-2 first said there could be "**101 reasons**". Pressed for the reason, he said the company was restructuring. Shown the written statement and the defendants' documents, he conceded that no restructuring

was pleaded and that no document shows it. No board resolution, financial statement or restructuring plan is on record. A termination reason that appears for the first time in the witness box, is absent from the pleadings, and is supported by no document is not testimony. It is invention. It was offered on the central question in the suit, why the Plaintiff was terminated, and was plainly given to defeat the whistleblower claim. This Court finds a prima-facie deliberate falsehood, made on the spot to escape the allegation.

577. **DW-2, Statement 4: The Whistleblowing framework.** On 29.06.2026, DW-2 volunteered that there was "**no concept of Whistleblowing**" in the company. On 30.06.2026, he affirmed that whistleblowers in Defendant No. 4 are protected from retaliation. He also said the Plaintiff should have reported whistleblowing allegations to him and to Defendant No. 4 only, and to nobody else. These cannot all be true. A company that has "**no concept**" of whistleblowing cannot protect whistleblowers, and one that has a protective framework cannot confine

reporting to the alleged wrongdoer's own management. Each version was adopted as the line of questioning required. Taken with the unpleaded restructuring reason, this shows answers shaped to the question put and not drawn from fact. This Court finds that at least one of these statements is false and that DW-2 knew it.

578. **DW-5 (Mr. Cedric Luah), Statement 1: denial of any disclosure.** In Para 4 of his affidavit, DW-5 stated that at no time, particularly between 2017 and 28.09.2018, did the Plaintiff make any disclosure to him of wrongdoing, improprieties, anti-regulatory practices, financial irregularities or manipulation of books of account at Defendant No. 4. He added that none of these matters was discussed in any call, text message, e-mail or meeting. The denial was absolute and covered every channel. In cross-examination he maintained it and said the WhatsApp messages "**do not in any manner**" disclose irregularities. He was then shown Ex. P-93, an e-mail addressed to him, which refers to "other matters, involving senior most officials of WTW, which are being conveniently swept under

the rug, including allegations of sub-broking, which are in gross violation of the regulations prescribed by the Insurance Regulatory and Development Authority of India ('IRDAI')". His answer was a bare "**I disagree".** A bare disagreement does not explain away a specific, admitted document addressed to him. It identifies senior-level involvement and a regulatory violation, which is exactly what he swore was never communicated. This Court finds his sworn denial false and finds that he persisted in it after being confronted with the document.

579. **DW-5, Statement 2: the 21.11.2017 message and the basis of the affidavit.** Shown Ex. P-92 and the Plaintiff's message of 21.11.2017 at 10:16 PM, DW-5 said he "**did not understand the details of the message**" and that his contemporaneous reply was "**noted and thanks for letting me know**". He also admitted that he checked no e-mails before swearing his affidavit. This Court does not hold that a failure to understand a message is an offence, or that the absence of documentary corroboration proves falsity. The finding is narrower. Section 191 IPC

covers a person who states as true what he does not believe to be true, and equally one who swears an absolute fact without any basis to believe it. A witness who swears that no disclosure was made through any channel over nearly two years, without examining the record, and who then admits he did not understand the message he received and replied "**noted**", has made a sworn denial that he could not honestly make. His acknowledgment and thanks show he received the communication and treated it as information. This Court finds that the denial was a conscious effort to mislead the Court on a matter of substance.

580. Further the relevant admission of DW.-5 Mr.Cedric Luah concerning the plaintiff's Whistleblowing and the issuance of a legal notice intimating him about the alleged wrong going clearly establish that the plaintiff has discussed both positive and negative aspect of his work with DW.5 However DW.5 denied that the plaintiff had informed him about the alleged wrongdoing in defendant No.4 company. **Ex.P.93** the legal notice with, the plaintiff's

alleged prior intimation to DW.5 regarding wrong doing in defendant No.4 clearly go to establish that the plaintiff had intimated DW.5 about wrong doing before termination. The admission made by DW.5 establish the relationship, communication and receipt of the message; establish that he understood the message as disclosure of the particular wrong doing alleged by the plaintiff.

581. A statement is material if it is capable of influencing the decision of the case. Every statement above meets that test. They concern whether the Plaintiff made protected disclosures, whether the defendants knew of them, whether the termination was retaliatory or for a genuine independent reason, whether the Plaintiff acted on his own or on the instructions of Defendant No. 5, and whether the IAC Report supports the Plaintiff's allegations. The statements are not collateral. They are the foundation of the defence. DW-2's statements go to the answer to the claim of retaliation, and DW-5's go to the knowledge on which that claim depends. Each was made in the course of a judicial proceeding, on oath, by a person legally bound to

speak the truth.

582. The Court does not take this step to punish a witness for an inaccuracy or to pursue a personal grievance. The question is whether the integrity of the proceeding calls for action. These are not isolated slips. They are specific falsehoods, each contradicted by an admitted document or by the witness's own record, made by senior representatives of a corporate defendant on the central issue, and apparently designed to defeat a whistleblower claim. A false statement before a court undermines the administration of justice, and when it is made to neutralise a claim that depends on documentary proof it threatens every litigant who relies on the record. If such conduct goes unremarked, witnesses in whistleblower and retaliation cases will conclude that a false denial costs nothing and that the oath is a formality. The public interest in truthful testimony, and in protecting the Court's process from deliberate deception, therefore requires prosecution. The contradictions are apparent on the record, so no further preliminary inquiry under Section

340(1) CrPC is needed. The Court is satisfied that it is expedient in the interests of justice that these offences be inquired into.

583. The **Registry City Civil Court Bangalore** shall make a complaint in writing before the competent Magistrate of the First Class under Section 340(1)(b) CrPC, signed in accordance with Section 340(3) CrPC, against (i) DW-2, Mr. Suri, and (ii) DW-5, Mr. Cedric Luah, for offences under Sections 193 and 199 IPC read with Sections 191 and 192 IPC. The complaint shall annex certified extracts of the depositions of 29.06.2026 and 30.06.2026, the written statements and affidavits, the e-mail of 16.07.2018 (Annexure D3) with the retraction e-mail, and Exs. P-92, P-93 and P-143. The findings in this order are prima facie and made only for the purposes of Section 340 CrPC. They do not bind the Magistrate on guilt and do not affect the merits of the suit. (All the material reffered while discussing issue No.4 above shall be considered while making complaint.)

584. The Court cannot remain oblivious to the human consequences of the controversy adjudicated herein. Behind the pleadings, exhibits and legal submissions stands an individual who has been compelled to pursue his remedies through nearly eight years of prolonged litigation, bearing the burden of professional uncertainty, personal distress and the continuing struggle to vindicate his professional standing. The years devoted to this pursuit, the anguish attendant upon the loss of his professional position, and the uncertainty surrounding his future represent a dimension of suffering that cannot always be adequately measured in monetary terms. The consequences of the wrongful acts established in these proceedings cannot, therefore, be assessed exclusively by the pecuniary loss occasioned. Although a judgment cannot restore the years that have passed, erase the anguish already endured, or return the opportunities that may have been lost, it can ensure that the relief granted is commensurate with the justice warranted by the findings. Professional dignity is not merely an aspect of livelihood; it

is intimately connected with a person's self-respect, reputation, standing in society and confidence in the future. The ends of justice require that these considerations, insofar as they are supported by the pleadings, evidence and findings recorded herein, receive due judicial recognition.

585. At this juncture, the Court considers that the plaintiff's entitlement to an appropriate remedy must also be viewed in the context of the manner in which his professional association is ultimately recorded. The cessation of employment, particularly when followed by protracted litigation, ought not to become a perpetual source of professional prejudice through an unwarranted stigma or an unsubstantiated adverse imputation. Nearly eight years of litigation cannot be undone, nor can the peace of mind and professional certainty lost during that period be fully restored; nevertheless, the conclusion of these proceedings can secure for the plaintiff what remains both meaningful and legally attainable—a **dignified and unblemished formal exit** from the employment

relationship. A relieving letter, in such circumstances, is not merely an administrative formality, nor is its issuance a matter of favour or indulgence; it is the formal concluding record of a professional association and must, consistently with the findings of this Court, reflect fairness, propriety and professional dignity. Where the adjudicated circumstances warrant such protection, justice would be incomplete if the formal record of departure were permitted to perpetuate a stigma that the findings do not sustain. Accordingly, having regard to the totality of the circumstances and the findings recorded in this judgment, the Court considers it just and appropriate to direct the concerned defendants to issue the plaintiff a dignified and respectful relieving letter, couched in neutral and professional terms, free from any unwarranted stigma, adverse imputation or unsubstantiated allegation of misconduct, thereby enabling him to move forward in his professional life without the continuing burden of an unjustified blemish upon his standing.

586. Having regard to the prolonged professional

uncertainty, loss of dignity and mental distress suffered by the plaintiff as a consequence of the wrongful acts established herein, this Court considers it just and equitable to **award additional compensation of ₹2,00,000/- (Rupees Two Lakhs only) against each defendant** found liable, independently of and in addition to the compensation, if any, separately awarded under other heads in this judgment, so as to afford just redress for the distinct injury caused to the plaintiff's professional life.

587. **Issue No.11 and 12**:- In view of the reasons assigned above and findings arrived on Issue No.1 to 7, 9 and 10, this court proceeds to pass the following:-

ORDER

The suit of the plaintiff is hereby **decreed in part with costs**, in the following terms.

1. It is hereby declared that the termination of the employment by the defendant no. 4 was **wrongful** and **unlawful**

2. The plaintiff is held entitled to recover special damages from Defendant Nos. 4, 6, 7

and 8, Jointly and severally liable to the extent of **₹3,67,97,082/- (Rupees Three Crores Sixty Seven Lakhs, Ninety Seven Thousand and Eighty two only)**, as determined in the discussion on Issue No. 6, towards the loss proved to have been suffered by him as a consequence of the wrongful acts and omissions established in this suit within 30 day from the date of the judgment.

3. The plaintiff is further held entitled to recover a sum of **₹10,00,000/- (Rupees Ten Lakh only)** from Defendant Nos. 4, 6, 7 and 8, jointly and severally, towards compensation for mental agony, anguish and harassment, to the extent determined under Issue No. 7 within 30 day from the date of the judgment.

4. The plaintiff is entitled for additional compensation of ₹2,00,000/- (Rupees Two Lakhs only) against each defendant found liable, independently of and in addition to the compensation, if any, separately awarded under other heads in this judgment, so as to afford just redress for the distinct injury caused to the plaintiff's professional life. (within 30 day from the date of the judgment.)

5. The amounts awarded under paragraphs 3 and 4 above shall carry interest at the rate of **9%** per annum from the date of wrongful termination until realisation, subject to the findings recorded in the judgment and the applicable principles governing the award of interest under Section 34 of the Code of Civil Procedure, 1908.

6. The claims founded upon defamation, shall stand rejected strictly in accordance with the findings recorded on the corresponding issues concerning limitation and the merits of those claims. No independent monetary or injunctive relief shall be granted in respect of any claim held to be barred by limitation or otherwise not proved.

7. The liability of each defendant shall be confined to the relief adjudicated against that defendant in the judgment. No decree shall be construed as imposing liability upon any defendant against whom the corresponding claim has been dismissed or whose liability has not been established.

8. The defendant nos. 4, 6, 7 and 8 are hereby directed to issue to the plaintiff a

FRESH, DIGNIFIED AND PROFESSIONALLY WORDED SEPARATION LETTER/ RELIEVING LETTER and to withdraw and expunge from his employment records the suspension letter and the revocation-of-suspension letter insofar as they contain stigmatic observations concerning his conduct, professionalism and integrity, thereby restoring the dignity of his professional record and ensuring that his career and reputation are not overshadowed by such adverse imputations.

9. The compensation awarded to the Plaintiff arises from the Defendants' liability for wrongful termination and represents damages for the loss and permanent deprivation of his source of employment, and not arrears of salary, gratuity, unpaid wages or salary in lieu of notice under the contract of service. Such wrongful termination has substantially impaired the Plaintiff's future earning capacity and professional standing. The amount computed with reference to his last-drawn salary is awarded strictly by way of liquidated damages for premature termination and the consequent loss of his source of employment, and shall not be construed as remuneration for

services rendered or as payment of salary for any past or future period of employment.

10. In the event of failure by the Defendants to pay the decretal amount within the time stipulated by this Court, the Plaintiff shall be at liberty to execute the decree in accordance with law for recovery of the entire outstanding decretal amount, together with accrued interest and costs, if any.

11. The Hon'ble **Registrar City Civil Court** shall make a complaint in writing for perjury before the competent Magistrate of the First Class under Section 340(1)(b) CrPC, signed in accordance with Section 340(3) CrPC, against **(i) DW-2, Mr. Vijaykumar Suri, and (ii) DW-5, Mr. Cedric Luah,** for offences under Sections 193 and 199 IPC read with Sections 191 and 192 IPC. The complaint shall annex certified extracts of the depositions of 29.06.2026 and 30.06.2026, the written statements and affidavits, the e-mail of 16.07.2018 (Annexure D3) with the retraction e-mail, and Exs.P.92, P-93 and P-143. The findings in this order are prima facie and made only for the purposes of Section 340 CrPC. They do not bind the Magistrate on guilt and

do not affect the merits of the suit.

Draw the decree in the matter accordingly.

(Dictated to the SG-I, directly on the computer, thereof is corrected, signed and pronounced by me in open court on this the **16th day of October, 2026**)

SHIRIN JAVEED ANSARI

Digitally signed by SHIRIN JAVEED ANSARI
Date: 2026.10.17 17:10:45 +0530

(Shirin Javeed Ansari)
LXIX Addl. City Civil & Sessions Judge,
Bangalore.

A N N E X U R E

List of witnesses examined for plaintiffs:

PW.1 : Naveen Kumar Midha

List of documents exhibited for plaintiff:

Ex.P.1	List of shareholders of Willis Towers India Insurance Brokers Private Limited dated 31 March, 2019.
Ex.P.2	Appointment Letter (contract) of Plaintiff to Almondz Insurance Brokers Private Ltd. dated 1 January, 2011.
Ex.P.3	Certificate of Incorporation for the change of name from Almondz Insurance Brokers Private Ltd. to Willis Towers India Insurance Brokers Private Limited dated 13 July 2017.
Ex.P.4	Letter to Plaintiff on performance assessment - increase in salary dated 1 June, 2016.
Ex.P.5	Email dated 17 July, 2018.

Ex.P.6	Undated Policy Manual of the Defendant No.4 Company.
Ex.P.7	Letter to the Plaintiff by Mr. Suri on revocation of his suspension dated 27 September, 2018.
Ex.P.8	Letter to Plaintiff w.r.t to termination of employment dated 28 September, 2018.
Ex.P.9	Letter from the Defendants to their team in tandem to ex-gratia payments coming into effect from time they have completed JV transaction and start its operations dated 27 October, 2016.
Ex.P.10	Letter from the Plaintiff to collect their personal taxation documents via am authorized representative on 24.07.2028, dated 23 July, 2018. [email correspondence in tandem to allowing Plaintiff to collect documents]
Ex.P.11	Email Reply to the legal notice to Plaintiff by the Defendants, dated 17 August, 2018.
Ex.P.12	Email Settlement discussion and attachment of Policy manual & internal communication, dated 31 August, 2018.
Ex.P.13	Email dated 11 April 2019 issued by M. Soundarya to the Plaintiff's counsel.
Ex.P.14	Securities registered Document of the Defendant.
Ex.P.15	Letter to Plaintiff of continuity Le., new position offered dated 12 October, 2010.
Ex.P.16	Join Venture
Ex.P.17	Article w.r.t Willis Towers Watson merger completion dated 5 January, 2016.
Ex.P.18	Email dated 5 August, 2017.

Ex.P.19	Code of Conduct (Reporting ad Whistleblower Guidance) of the Defendants
Ex.P.20	Email dated 6 August, 2017.
Ex.P.21	Email from Matt [Defendant No. 7] to Plaintiff in tandem to an acknowledgment of receipt of email, dated 15 October, 2018.
Ex.P.22	Email dated 29 November, 2018.
Ex.P.23	Email dated 11 January, 2019.
Ex.P.24	Email dated 13 January, 2019.
Ex.P.25	Email dated 13 January, 2019.
Ex.P.26	Email dated 17 January, 2019.
Ex.P.27	Email dated 17 January, 2019.
Ex.P.28	Email dated 21 January, 2019.
Ex.P.29	Email dated 23 January, 2019.
Ex.P.30	Email dated 23 January, 2019.
Ex.P.31	Email dated 23 January, 2019.
Ex.P.32	Email dated 23 January, 2019.
Ex.P.33	Email dated 24 January, 2019.
Ex.P.34	Email dated 24 January, 2019.
Ex.P.35	Email dated 25 January, 2019.
Ex.P.36	Email dated 25 January, 2019.
Ex.P.37	Email dated 25 January, 2019.
Ex.P.38	Email dated 29 January, 2019.
Ex.P.39	Email dated 29 January, 2019.

Ex.P.40 Email dated 29 January, 2019.

Ex.P.41 Email dated 31 January, 2019.

Ex.P.42 Email dated 31 January, 2019.

Ex.P.43 Email dated 1 February, 2019.

Ex.P.44 Email dated 1 February, 2019.

Ex.P.45 Letter dated 3 February, 2019.

Ex.P.46 Email dated 6 February, 2019.

Ex.P.47 Email dated 6 February, 2019.

Ex.P.48 Email dated 9 February, 2019.

Ex.P.49 Email dated 11 February, 2019.

Ex.P.50 Email dated 11 February, 2019.

Ex.P.51 Email dated 14 February, 2019.

Ex.P.52 Email dated 19 February, 2019.

Ex.P.53 Email dated 19 February, 2019.

Ex.P.54 Email dated 19 February, 2019.

Ex.P.55 Email dated 24 February, 2019.

Ex.P.56 Email dated 24 February, 2019.

Ex.P.57 Email dated 24 February, 2019.

Ex.P.58 Email dated 24 February, 2019.

Ex.P.59 Email dated 24 February, 2019.

Ex.P.60 Email dated 27 February, 2019.

Ex.P.61 Email dated 27 February, 2019.

Ex.P.62 Email dated 28 February, 2019.

Ex.P.63	Email dated 28 February 2019.
Ex.P.64	Email dated 13 March, 2019
Ex.P.65	Email dated 13 March 2019.
Ex.P.66	Email dated 16 April, 2019.
Ex.P.67	Email dated 28 May, 2019.
Ex.P.68	Email dated 12 June, 2019.
Ex.P.69	Email from Kyle [HSF] to Plaintiff's Counsel stating that tomorow is fine for a call.
Ex.P.70	Email dated 13 June, 2019.
Ex.P.71	Email dated 13 June, 2019.
Ex.P.72	Email dated 17 June, 2019.
Ex.P.73	Email dated 17 June, 2019.
Ex.P.74	Email dated 17 June, 2019
Ex.P.75	Email dated 17 June, 2019.
Ex.P.76	Email dated 24 June, 2019.
Ex.P.77	Email dated 25 June, 2019.
Ex.P.78	Email dated 25 June, 2019.
Ex.P.79	Email dated 25 June, 2019.
Ex.P.80	Email dated 13 August, 2019.
Ex.P.81	Email dated 16 August.
Ex.P.82	Email dated 21 August, 2019.
Ex.P.83	Email dated 22 August, 2019.

Ex.P.84	Email dated 25 September 2019.
Ex.P.85	Email dated 21 October, 2019.
Ex.P.86	Email dated 26 October, 2019.
Ex.P.87	Email dated 23 December, 2019.
Ex.P.88	Email dated 2 March 2020.
Ex.P.89	Email dated 3 March2020
Ex.P.90	Anti-Bribery and corruption policy (Compliance and risk financial crime.)
Ex.P.91	Code of Conduct (last updated October 2017)
Ex.P.92	Screenshots of Whatsapp.
Ex.P.93	legal notice dated 02.08.2018. sent through E-Mail
Ex.P.94	Letter dated 25.03.2019.
Ex.P.95	Reply letter dated 16.04.2019.
Ex.P.96	Letter from plaintiff dated 28.08.2018
Ex.P.97	Screen shot of whatsapp dated 02.10.2018
Ex.P.98	E-mail dated 13.10.2018
Ex.P.99	E-mail dated 29.10.2019.
Ex.P.100	E-mail dated 28.11.2018
Ex.P.101	E-mail dated 10.12.2018.

Ex.P.102 E-mail dated 18.12.2018

Ex.P.103 E-mail dated 26.12.2018

Ex.P.104 E-mail dated 02.02.2019.

Ex.P.105 E-mail dated 09.02.2019

Ex.P.106 E-mail dated 15.02.2019.

Ex.P.107 E-mail dated 25.03.2019.

Ex.P.108 Letter dated 25.03.2019

Ex.P.109 E-mail dated 27 October 2026.

Ex.P.110 Reply letter dated 16.04.2019

Ex.P.111 E-mail dated 22.05.2019

Ex.P.112 E-mail dated 07.06.2019

Ex.P.113 E-mail dated 19.08.2019

Ex.P.114 Legal Notice dated 22.08.2019

Ex.P.115 E-mail dated 22.08.2019.

Ex.P.116 E-mail dated 15.10.2019.

Ex.P.117 E-mail dated 25.10.2019.

Ex.P.118 Letter dated 23.12.2019.

Ex.P.119 E-mail dated 12.03.2020.

Ex.P.120 Lettter dated 12.03.2020

Ex.P.121 Copy of 2 E-mails dated 03.10.2018.

Ex.P.122 Letter from defendants dated 08.10.2018.

Ex.P.123 E-mail dated 11.10.2018

Ex.P.124 Letter from plaintiffs Counsel dated 05.11.2018

Ex.P.125 Letter dated 26.05.2020.

Ex.P.126 Letter from UIB dated 01.11.2018.

Ex.P.127 E-mail dated 05.08.2022

Ex.P.127(a) Attachment of letter.

Ex.P.128 Share purchasing letter dated 01.11.2021.

Ex.P.129 Share purchasing agreement dated 23.02.2015

Ex.P.130 E-mail dated 24-27.10.2017.

Ex.P.131 Whatsapp communication dated 16-21 October 2017

Ex.P.132 E-mail dated 09.06.2018

Ex.P.133 E-mail dated 03.07.2018

Ex.P.134 Extracts of the Almondz Insurance Brokers Pvt. Ltd (Service Rules)

Ex.P.135 E-mail dated 19.11.2017 to 11.01.2018

Ex.P.136 E-mail dated 17.01.2018.

Ex.P.137 E-mail dated 07.03.2015

Ex.P.138 E-mail dated 23.10.2016

Ex.P.139 E-mail dated 04.03.02015 to 27.10.2016

Ex.P.140 Profile of regal Insurance Brokers and Risk Management Services Pvt. Ltd.

Ex.P.141 Details of the Director of Regal Insurance Ramesh Peer.

Ex.P.142 LinkedIn Profile of Sri.Ramesh Peer.

Ex.P.143 Internal Audit Report.

Ex.P.144 Tax Invoice.

Ex.P.145 Engagement letter between Aditya Birla Sun light insurance Company and Wills towers Watson.

Ex.P.146 Invoice No.3049888 dated 25.08.2021.

Ex.P.147 Certificate U/Sec.63 of BSA 2023.

Ex.P.148 Consulancy agreement dated 01.09.2020.

Ex.P.149 Resignation E-mail from the plaintiff to Interlink.

Ex.P.150 E-mail from Interlink Insurance to plaintiff.

Ex.P.151 E-mail dated 16.07.2018

Ex.P.152 Pendrive.

Ex.P.153 E-mail dated 19.07.2018.

Ex.P.154 Certificate U/sec 63 (4) BSA.

Ex.P.155 Employment offer from Global Insurance Brokers to plaintiff dated 11.10.2022.

Ex.P.156 Offer Letter dated 19.10.2022.

Ex.P.157 Certificate U/sec 63 (4) BSA.

Ex.P.158 Willis Towers Watson Policy.

Ex.P.159 E-mail dated 27.09.2016.

Ex.P.159 (a) Stock Appreciation Rights-2016

Ex.P.160 Certificate U/sec 63 (4) BSA.

Ex.P.161 Certificate U/sec 63 (4) BSA.

Ex.P.162 E-mail dated 28.10.2016./

Ex.P.163 Certificate U/sec 63 (4) BSA.

Ex.P.164 Insurance regulatory and development authority (Insurance Brokers) Regulation 2018 schedule 1-Form K.

Ex.P.165 E-mail dated 03.07.2018.

Ex.P.166 Certificate U/sec 63 (4) BSA.

Ex.P.167 E-mail dated 13.06.2018,

Ex.P.168 Certificate U/sec 63 (4) BSA.

Ex.P.169 E-mail dated 23.04.2018.

Ex.P.170 Certificate U/sec 63 (4) BSA.

Ex.P.171 E-mail dated 29.05.2018

Ex.P.172 Certificate U/sec 63 (4) BSA.

Ex.P.173 Certificate U/sec 63 (4) BSA.

Ex.P.174 Certificate U/sec 63 (4) BSA.

Ex.P.175 E-mail dated 26.06.2018.

Ex.P.176 Certificate U/sec 63 (4) BSA.

Ex.P.177 E-mail dated 02.07.2018.

Ex.P.178 Certificate U/sec 63 (4) BSA.

Ex.P.179 E-mail dated 04.07.2018.

Ex.P.180 Certificate U/sec 63 (4) BSA.

Ex.P.181 E-mail dated 01.04.2018.

Ex.P.182 Certificate U/sec 63 (4) BSA.

Ex.P.183 E-mail dated 14.11.2017.

Ex.P.184 Certificate U/sec 63 (4) BSA.

Ex.P.185 E-mail dated 25.05.2018.

Ex.P.186 Certificate U/sec 63 (4) BSA.

Ex.P.187 E-mail dated 25.04.2018.

Ex.P.188 Certificate U/sec 63 (4) BSA.

List of witnesses examined for defendant:

DW1 Rohit Jain

DW2 Vijay Kumar Suri

DW3 Abhijit S Sohani

DW4 Vivek Nath

DW5 Cedric Luah @ Luah Tai Cheun

List of documents exhibited for defendant:

Ex.D.1 Code of conduct of Willis Towers Watson, January 2016

Ex.D.2 Linkdin Profile of the Plaintiff

Ex.D.3 Certified copy of the said exhibit was not provided to Defendants No.1, 2 and 4

Ex.D.4 Copy of the resolution passed by the board of directors of defendant No.4 company dated 02.09.2019.

Ex.D.5 E-mail dated 16.07.2018 along with Hash value.

Ex.D.6 Certificate U/Sec. 63 of BSA.

Ex.D.7 E-mail dated 21.11.2018 along with Hash value.

Ex.D.8 Certificate U/Sec. 63 of BSA.

Ex.D.9 E-mail dated 16.07.2018 from Mr.Ashok Singh to Mr.Vijay suri and several others. (The said document is damaged on the left side, Hence with consent of Counsel Sri.AR a copy of the said E-mail is attached to this document to the reference as well as both the Counsel)

Ex.D.10 Certificate U/Sec. 65 B of Indian evidence Act.

Ex.D.11 Company resolution dated 15.072026

Ex.D.12 Tax invoice, dated 16.07.2018.

Ex.D.13 Tax invoice, dated 17.07.2018.

Ex.D.14 E-mail from Kanchan Mitra along with attachment, dated 17.07.2018.

Ex.D.15 E-mail from Ashok Singh to Soundarya dated 16.07.2018.

Ex.D.16 Certificate U/sec 63 of BSA.

Ex.D.17 Certificate U/sec 63 of BSA

Ex.D.18 Certificate U/sec 63 of BSA.

Ex.D.19 Certificate U/sec 63 of BSA.

Ex.D.20 Board Resolution dated 28.07.2026 of defendant No.6 company.

Ex.D.21 Board Resolution dated 28.07.2026 by defendant No.7 Company

SHIRIN JAVEED ANSARI

Digitally signed by SHIRIN JAVEED ANSARI
Date: 2026.10.17 17:11:00 +0530

LXIX Addl.City Civil & Sessions Judge, Bangalore.