

GUNJAN MANGLA
ADVOCATE

CHAMBERS OF MR. MAHESH JETHMALANI, 29, Jolly Maker Chamber-II,
Nariman Point, Mumbai-400 021, 022-22820550, gunjan1@gmail.com

BY REGD. POST AD/ COURIER/ ~~HAND~~/EMAIL

September 25, 2018

✓ 1. Mrs. Amrita Gujral Sachdev,
302 Lake View-2, Royal Palms,
Aarey Milk Colony, Goregaon East,
Mumbai - 400065

2. Mr. Sumeet Sachdev,
302 Lake View-2, Royal Palms,
Aarey Milk Colony, Goregaon East,
Mumbai - 400065

Dear Madam/Sir,

I am concerned for my client Mr. Prahlad Advani, Director of Advani Hotels & Resorts India Limited, whose Registered Office is situated at 18 A/B, Jolly Maker Chambers II, Nariman Point, Mumbai -400 021 and which owns a hotel called 'Caravela Beach Resort' at Goa who has placed in my hands You No.1's email dated 30.08.2018 written to the Board of Directors and few prominent individuals/entities, which my client has knowledge about. My client believes that the contents of the said email have also been circulated by you to various individuals and entities. Further my client has further provided me a copy of the petition published on a web portal namely change.org, circulated on Facebook and via WhatsApp and emails by You Nos. 1 &2 to various individuals and groups with a view to defame and tarnish my client's image and reputation in the public domain. My client has instructed me to issue the

present notice. The facts leading up to the offences committed by You Nos. 1 and 2 others are as under:-

1. My client Mr. Prahlad Advani is the Director of Advani Hotels & Resorts (India) Ltd., previously known as Ramada Hotels (India) Ltd., is a public limited company incorporated in March 1987. My client is a whole time Director of the Company and mainly carries out the functions of the Company from Goa.

2. It is stated on behalf of my client that a notice for termination was issued to you vide notice dated 11.08.2018 which was dispatched through registered post. Pursuant to the receipt of the said termination notice You No.1 addressed an email dated 30.08.2018 to the Board of Directors wherein you No.1 have levied various malicious and defamatory allegations against my client. Furthermore, thereafter You Nos.1 and 2 published a petition on change.org which was circulated on Facebook and also on WhatsApp to various employees and hotel industry groups and forums making certain false and incorrect imputations against my client which are defamatory in nature and have caused serious damage to my client's reputation.

3. In sum and substance, the defamatory imputations made by you in the public domain are as under:

A. "As soon as we got to know, Amrita informed Mr. Prahlad Advani verbally and electronically in June 2018 that she shall be requesting the company for maternity leave, as was her legal right to do so. Mr. Prahlad Advani represented to her that it was all OK and that Advani Hotels and Resorts India Ltd would be happy to sanction her the maternity leave per India's current laws."

This is a blatant distortion of facts as more particularly set out herein below. A brief background of events leading up to what transpired up to June -August, 2018 will put the truth of your allegations against my client in its true perspective.

a. As clearly expressed by you No.1 in your email dated 30.08.2018, you Nos.1 and 2 had been trying to conceive a child for over a decade. You had been consulting doctors for medical advice and treatment in order to conceive a child and as per your own admission, the process was arduous and at times unsuccessful. Several emails and WhatsApp messages between you and my client establishes that my client has been extremely empathetic towards your efforts at conception and has granted you every indulgence as an employer, both in terms of leave granted for your treatment and for recuperation thereafter. During the entire duration of employment with the company, my client has never rejected a single leave request from you and on several occasions, granted extension to the leave period granted. This extension of leave has been approved even at the cost of you missing pre-planned meetings with outside professionals and presentations to the CMD & ED. It is abundantly clear from Company emails and WhatsApp messages that my client has been very accommodating of all your past leave requests.

b. My client empathetically states that ever since you joined the Company in August 2016, you were undergoing treatment to facilitate conception; that the treatment required several days of leave; that on at least two occasions, the procedures you underwent proved unsuccessful; that you were traumatized by these failed efforts and that my client granted you leave, not merely for the treatment and recupera-

tion but even to recover from the traumatic aftermath. Moreover, several emails and WhatsApp messages to you from my client unmistakably disclose that he showered you with grace, empathy and concern. In this regard, between you and my client, the WhatsApp chat of 28.11.2017 is particularly instructive. At 11:29am on that day, you have sent a WhatsApp message to my client stating,

"Hi Prahlad ☺. Blood works a little concerning. Dr has advised 3 days of complete bed rest...." Further, "Sorry, but I'll need to cancel Goa, if possible..?"

My client's immediate response was, *"Yes let Sanjeev and prashanta take over. Kindly focus on the immediate priority as Summet and you Have sacrificed / endured a lot. Make sure you focus on your health."*

You then at 12:35 PM said, *"I'm devastated."* To which my client replied, *":(""*

Again on February 4, 2018, a WhatsApp exchange between you and my client reveals his conduct as an employer. You sent a WhatsApp message to my client stating, *"Hello Prahlad, just wanted to inform you that the surgery is scheduled for tomorrow. Laparoscopic but with GA. Nothing to worry about though ☺."*

My client's response was, *"Thanks dear Amrita for keeping me in the loop ☺. Was worried. Please just send an email to Me saying that you have an appendix operation. And you will rejoin on Thursday. Please keep me in the loop."*

Your reply was, *"Will do Prahlad. Please keep me informed on the presentation, I definitely want to be there.. ☺."*

To which my client replied, "*You focus on your health my dear ☺all else will be fine ☺.*"

Suffice to say that the above WhatsApp exchanges, completely falsify the distorted picture that you have presented about my client as employer in your slanderous attack on him in the public domain. Far from being an insensitive employer who compelled you to attend work when you were undergoing post-miscarriage trauma, my client went out of his way to ensure that your health was a priority to your work obligations, and indeed, even counselled you not to attend the presentation which you were keen to do, in view of your precarious health.

c. That on 31.05.2018, you wrote to my client for approval of leave or work from home from 1.06.2018 to 8.06.2018, as you had been advised complete bed rest by your doctor. You further wrote about the upcoming meetings with Praxis, RepUp and Templatolio in the said email. My client, who was in Chicago at the time, replied on 1.06.2018, approving your leave, stating that '*health comes first*'. It is pertinent to note that although 9.06.2018 was a working day, during which you No.1 were supposed to work from home, you simply assumed that it is a holiday and did not even bother to ask or include it as part of your leave. Not only on this occasion, but time and again, my client has ignored this blatant disregard of company policy and your appointment letter on your part, in view of your health.

d. On 10.06.2018, my client wrote an email to you regarding several important work issues; he enquired about the 'recruitment status' (for appointing a number 2 in the sales and marketing department) and



also enquired about your health. It is important to note that this was just one instance wherein my client has reminded you to appoint someone senior in the sales and marketing department to support you, so that if and when the need arose, that individual would be able to cover for you by ensuring all Standard Operating Procedures and documentation are complied with by the rest of the Sales Team, be able to liaise with you and take all necessary decisions, and if required take charge of the department during your unavailability. However, you have time and again, as in the current instance, ignored such a suggestion and brushed it aside on one pretext or another. Further, in reply to this email of 10.06.2018, without addressing any work-related queries, you No.1, have addressed an email to my client on 11.06.2018 informing my client that due to some complications you have been advised bed rest till 22.06.2018. You asked my client for advice on whether you should apply for 'PL' or 'Prenatal Leave' or if you could 'work from home'. You assured my client that although you could not be physically present, you were constantly in touch with the team and work was under control. Despite being away in Chicago, my client replied the very same day, expressing his concern and advice to you. Indeed, without any hesitation, my client advised you to take complete bed rest and not to work from home, except in times of urgent need. My client recommended that you take PL and sick leave and took it upon himself to attend and lead the pre-planned marketing meetings with both RepUp and Praxis, which had been previously arranged by You No.1. My client further told you to address an official email to him; CMD and Mr. Ajay Vichare requesting for PL and sick leave till 23.06.2018.



e. On 24.06.2018, you No.1 sent a Whatsapp message, giving him an update to the effect that there was good news and you were carrying a baby. Your WhatsApp message is reproduced herein below:

"Hi Prahlad. Sorry, couldn't speak to you yesterday, you haven't read my message yet ☺. To give you an update: we have good news and am carrying a baby ☺☺. There seem to be no serious complications now but considering the circumstances the doctor has strictly advised against driving to Nariman Point or Travel. She is open to me working from home as long as there's ample rest. This is for the first trimester which is supposed to last till around the 25th of July. I'm not sure how to work around this and seek your advice please."

My client's response was, *"Dear Amrita. Congratulations ☺☺☺. What a blessing. Your sacrifice and Sumeet's sacrifice and Gods Grace has blessed everyone. ☺. The first trimester is the most difficult and the most crucial."*

Nowhere in the above message have you requested for maternity leave as you claim was your legal right to do so. On the contrary, you were unaware of how to deal with the situation and sought my client's advice. It is not out of the place to mention here that the question of maternity leave simply did not arise as maternity leave is available to an employee eight weeks prior to delivery as per the Maternity Benefits Act 1961.

It is equally false that my client represented to you that Advani Hotels and Resorts India Ltd would be happy to sanction maternity leave to you as per India's current laws. This is clear from my



client's further response after congratulating you and stating that your pregnancy was indeed a blessing. My client thereafter dealt with the advice you sought from him regarding your doctor's advice to work from home for the first trimester of your pregnancy till 25th July. The response indicates that far from assuring you of maternity leave, my client not being adept with the new amendments of the Maternity Act expressed a lack of knowledge on both the current HR rules on the pregnancy and was of the belief that maternity leave applied only after birth. Your averment therefore of any assurance by my client -let alone any assurance that maternity leave would be granted to you is a willful lie falsified by the evidence on record. In any event, the law on maternity benefits would entitle you to the same only 8 weeks prior to delivery. It is significant to mention that my client took it upon himself to get you the best deal that the law contemplated during the pregnancy as you had strained relations with the Senior Manager Human Resources of the Company and frequently requested my client to replace him.

B. "He even visited her at home on June 27, 2018 and suggested that she continue to avail her balance of Privilege leave (earned paid leave as per contract) but requested her to work during the length of leave and be available on phone and emails. He also suggested work from home as an option till 08 weeks prior to delivery when she could commence her maternity leave after she exhausted her PL. She was happy to comply to his suggestions and work all through her 'privilege leave' through June and July and was always available on phone and emails. On completion of her PL, Mr Prahlad Advani made another surprise visit to her home on July 26, 2018 and abruptly withdrew the sanction of working from home. (This was for some obvious personal reasons)."



- a. On 25.06.2018, you and my client exchanged several WhatsApp messages with regard to the prevalent maternity laws in India and my client assured you that your baby would be a top priority and that he would work within the established frameworks to do what was best. In all the messages, while discussing maternity leave, my client repeatedly stated, '...we will discuss when we meet.' and in the meanwhile, allowed you to extend your leave till the day you were scheduled to meet him.
- b. On 26.06.2018, my client flew into Mumbai from Goa and inquired whether you No.1 could come to the office to meet him the next day. You informed him that you were advised against travelling due to the rains and the 3-hour long drive to Nariman Point from your residence and suggested a meeting in Powai at Starbucks or the Renaissance Hotel. My client agreed and insisted that No.2 be present at the meeting and it was scheduled for the next day at 4:30 pm in Powai.
- c. On 27.06.2018, my client keeping your comfort in mind, offered to meet at your house so that you can avoid taking the car ride from your home to Powai. Your reply, ie., 'That's lovely ☺ Expect you at 4:30?' clearly shows that this was not a surprise visit and you were indeed expecting my client at your home.
- d. During the said meeting, it was clearly established that you No.1 would avail of your balance PL leave from 25.06.2018 till 27.07.2018 (as the approximate end date of your first trimester was approximately 25.07.2018). It was decided that towards the end of the first trimester and your meeting with your doctor, you would again meet my client in order to finalize your proposal for work and leave which would include less hours and limited days, which would have to further be

proposed to and allowed by the CMD and ED of the Company. Your maternity leave was to begin from 20.11.2018, ie. 8 weeks prior to delivery till approximately 4.06.2019, ie. 18 weeks after delivery (a sum total of 26 weeks as per the Act). Post the meeting on June 27, 2018 at your home, you no.1 sent an email requesting a further extension on 28.06.2018 of your PL Leave, which you subsequently availed of and thanked my client for meeting you. You then on again on 05.07.2018, sent an email seeking further extension of your PL leave, which again you availed of.

e. Your claim that my client suggested and approved the work from home option till 8 weeks prior to delivery be availed by you is completely absurd and illogical. Firstly, it would imply that my client, who was not even entitled to grant you such leave (as stated in the WhatsApp messages that they would have to have it approved by CMD and ED), was doing so verbally and that too without any form of official documentation or communication to the company. Secondly, it would also imply that my client had approved leave for over a year on behalf of the company, which is even more ridiculous and unusual given that my client has always asked you to write (email) to the company officially and ask for leave, even if it was for a single day. Lastly, to suggest that my client suggested, granted and later withdrew the sanction of work from home is completely ludicrous. You No.1, even according to your contract, report directly to CMD or to other Whole Time Directors in his absence. Such a drastic change in the terms of your employment can only be granted by them and not my client.

f. On Thursday, 26.07.2018, you No.1 sent my client a condolence message on WhatsApp on the demise of his grandmother. My client

thanked you and even sent you a message stating that he missed you at work and was unable to manage the workload and texted 'come back soon'. It is pertinent to note that such a statement would not have been made by my client, had he approved your year-long leave as alleged by you. My client requested a meeting with you, which you gladly accepted. Moreover, during the course of the same WhatsApp chat on 26.07.2018, you No.1 expressly invited my client to meet you both for dinner at your residence the same night. It is pursuant to this invitation for dinner that my client arrived at your home on 26.07.2018. Contrary to your assertions, my clients said visit to your home far from being a surprise visit, was a visit at the express invitation of you No.1.

g. Your assertion that my client abruptly withdrew the sanction of work from home during the said visit for dinner on 26.07.2018 is a demonstrable falsehood. First of all, as aforestated, there was no sanction granted to you by my client for working from home till your maternity leave commenced, 8 weeks prior to delivery. Accordingly, the question of withdrawing such sanction does not arise. Your brazen falsehoods are underlined by your own emails dated 5.07.2018 and 30.07.2018. In the first email, you No.1 have yourself acknowledged that your leave was to end on 27.07.2018 and you were to resume work on 30.07.2018. To quote your email of 30.07.2018, "In regard to my pregnancy and as discussed earlier, I was to join work today but unfortunately not feeling too good and would request two more days of leave. I will join work on 1st August 2018." Thus, you have further requested two more days of leave till 1.08.2018 and apologized for this 4th extension of your leave by stating in your said email "Regret any inconvenience caused. Thank you for your understanding". These contents of your email of 30.07.2018, where you are apo-

logetic about seeking further paid leave, categorically disprove your present case that work from home upto 8 weeks prior to your pregnancy was sanctioned by my client and subsequently withdrawn on 26.07.2018.

h. Thus, the insinuation that my client has sprung surprise visits on you during your pregnancy, suggested you work from home, approved of such a practice and then rescinded it is malicious and completely false.

C. "She resumed work in the Mumbai office (Nariman Point) on August 01, 2018, the day he forced her to work on the coming weekend (Sunday) and asked her to travel to Goa knowing well the risk that could arise from it, which she unfortunately complied to, after no amount of strong resistance from her part seemed to emanate any sympathy from him."

My client states that the above allegation is malicious and ex-facie libellous for the following reasons:

a. You, No.1 resumed work on 1.08.2018 after extending your leave for the fourth time. By the said date, all your PL leaves were over and hence you, yourself came back to work. Thus the insinuation that you were 'forced' to come back to work is completely false and baseless and all the official records reflect the same.

b. It is stated that on 30.07.2018, you had sent a WhatsApp message to my client, requesting that the proposed Praxis meeting in Goa be changed to the 7.08.2018. My client, who was busy in a meeting, informed you that he had to leave Goa on 07.08.2018 and requested for



it to be earlier and also discussed the possibility of flying the sales team down to Goa to meet you, since you would already be there, instead of you having to fly to Bangalore and Delhi. This clearly reflects that you No.1 were not 'forced' and were initiating and suggesting dates for travelling to Goa for various meetings. Moreover, it is evident that my client has always kept your health in mind and puts your comfort first.

c. On 1.08.2018, upon your return to the office, you had first sent an email to my client asking for approval for the Praxis meeting in Goa to be held on August 6th and 7th and the ELP meeting to be held in Goa on August 20th and 21st. This again shows that You No. 1, yourself initiated and were willing to travel to Goa on August 6th and also willing to fly to Goa a second time on August 20th. After reading your email my client (who was in Goa), had called you at the Company's office and suggested that it would be wiser to combine both the meetings together, so that you did not have to fly to Goa again on August 21st as proposed by you. My client also reminded you of your WhatsApp message to him of July 21st wherein you have written that "We should plan a meeting with ELP at the earliest." Thus, you have then reworked the dates of travel to combine both meetings to avoid another flight to Goa later in the month and sent an email proposing the dates of travel for Goa as 3.08.2018 and 4.08.2018 (Friday and Saturday) for the two meetings alongwith the agenda. My client replied and forwarded this email and agenda to 11 other company executives, confirming the dates and timings for the meetings. It is important to note that in the said email, my client requested Mr. Ajay Vichare -the GM Corporate Finance to inform the ELP team, that the meeting on Saturday be concluded by 6:30 pm, so that you No.1 could fly back to Mumbai the same evening, (as was done by the entire ELP team). This

clearly shows that my client had no intention of making you stay/work over the weekend in Goa, as alleged by you.

d. Further, you No.1 have replied to my client's abovementioned email on 1.08.2018, copying others and volunteered to stay in Goa and spend time with the team on Sunday. You stated, "Dear Prahlad, I will spend Sunday with the team. We don't need to rush back." Therefore, your imputation that you had been forced to work and travel to Goa despite your 'strong resistance' falls flat by your very own emails that clearly evidence a picture contrary to the one portrayed by you in your online petition. Infact, you yourself selected your flight timings as per your convenience and booked the same on your company credit card.

e. Again, you have sent another email addressed to the CMD & ED on 01.08.2018 titled 'Official Travel to Goa', in which you have informed them of your plan to travel to Goa from 02.08.2018 to 06.08.2018. Hence, if you were under pressure to travel to Goa by my client as alleged, you would have you have not addressed an email to the CMD and ED informing them about your travel to Goa and on the contrary would have rather escalated your alleged 'strong resistance to travel' with the CMD and ED.

D. "Upon her return from Goa, the physical stress of travelling and other emotional, psychological and mental trauma that she endured following a personal spat Mr. Prahlad Advani had with a mutual 'lady' friend (hired by the company) took its toll on her. Mr. Prahlad Advani, for his own selfish reasons, wanted her to resolve this spat during her visit, which she denied as this was completely personal, immoral, unethical and unnecessary and was never on the agenda."



It is stated on behalf of my client that your claim enduring physical, emotional and psychological trauma due to my client is completely false and this claim is alleged as result of your anger, vendetta and resentment towards your termination for the following reasons:

a. It is evident from the CCTV footage of your stay in Goa that you were under no emotional or physical stress. During your time in Goa, my client has met and interacted with you face to face for approximately 1:51 hours and 0:38 hours on Friday, August 3, 2018, totaling to 2:29 hours on this day, as you had returned to Goa after 61 days of continuous leave. On Saturday, August 4th my client has spent 0:43 hours with you face to face. My client has never met you after Saturday, August 4th, 2018. During the time with my client, you No.1 can be seen chatting, engaged in conversation, taking notes, checking your phones, eating food, shaking hands, adjusting the AC controls, even smiling and laughing at times, quite contrary to the emotional trauma alleged by you. Further, all of your communication after the trip to Goa on both Monday, August 6th and Tuesday, August 7th to my client have been friendly and positive and shows no signs of any emotional trauma that resulted in a serious threat to your pregnancy.

b. It is pertinent to note that my client had gone out of his way to ensure your comfort during your stay in Goa. My client instructed the chef to take special care with your food, he requested the Hotel Manager Mr. Prasad to organize an ergonomic chair for you No.1 for the meeting and even hired a nurse as requested by you, at the company's expense (although you decided not to use her services last minute).



c. As regards your contention pertaining to a personal spat my client had with a mutual lady friend and the emotional, mental and psychological trauma that you endured following the said spat, my client states that assuming whilst denying the alleged spat between my client and the mutual lady friend in Goa, your contention that my client caused you emotional and psychological trauma, which resulted in a serious threat to your pregnancy is negated by your own behavior, conduct and interactions thereafter. My client denies that he for his own selfish reasons (which you have not cared to disclose) wanted you No.1 to reconcile the said spat during your visit to Goa. My client reiterates that as there was no spat with the said lady friend therefore, soliciting your help to reconcile the said spat does not arise. Consequently, the question of your refusal to resolve the spat on the high moral grounds stated by you does not arise. In fact, the entire attempt on your part to bring an extraneous issue like my client's friendship with the lady in question smacks of an unholy exercise in patent blackmail. I am instructed to state that my client will not be intimidated by such misconceived blackmail and intends to initiate criminal proceedings for attempting to extort exorbitant amounts from his company under the guise of 'maternity due' by recourse to pure blackmail.

d. Moreover, your behavior in Goa on Friday, August 3rd at night after dinner, wherein you threatened to sue the company to the GM Corporate Finance Mr. Ajay Vichare, if the Company attempts to hire any employee in the Sales department as a potential maternity cover for you is clearly reflective of your strong frame of mind and lack of any fatigue or condition arising from any physical or mental stress as alleged.



e. On Saturday, August 4th You No. 1 had even publicly mocked and taunted the Executive Assistant Manager (the second in command of the Hotel), in front of Hotel Manager and the external ELP auditors, the GM Corporate Finance Manager, the VP Finance, and implied that the EAM got a promotion too easily whereas You No. 1 the VP of Sales and Marketing, should be promoted to the Senior VP Sales & Marketing. Such actions are not suggestive of someone under emotional trauma. Later, you also implied consequences for the Company if you were not promoted.

f. Thus, your claims about my clients alleged spat which he requested you to reconcile and the mental and physical anguish arising out of the alleged "forced trip", to Goa and the scenario portrayed by you in the public eye are complete concoctions. These claims are extremely defamatory and have caused my client tremendous reputational damage.

g. Lastly, information given by the other senior hotel employees and the CCTV footage clearly show that your behavior in the Hotel did not show any signs of emotional trauma as alleged and you are seen dining in the restaurant till late hours, socially engaging with others, dominant during meetings, smiling and joking at times, etc.

E. "Please note that she barely attended the meeting scheduled on day 01 as Mr. Prahlad Advani seemed to find an almost full day discussion on this personal matter more important. On day 02 too she spent a major part of the day discussing this matter with him. He was not present at all on day 03 (Sunday) for a sales heads meet wherein he was suppo-

sedly scheduled to discuss the smooth functioning of the sales department during the time she would not be physically available in office..”

It is stated that your allegation that my client spent and you No.1 spent the majority of the official trip to Goa solving my client’s private predicaments and did not attend the scheduled meetings is false and fabricated.

a. It is abundantly clear from the CCTV footage of 3.08.2018 that you No.1 have had the freedom to attend the scheduled meetings. You have entered the meetings and left the meetings on your own accord and my client is nowhere in the picture. In fact, my client was not even present at the hotel as he was interrupted during the meeting by his son’s medical emergency for which he went to the hospital in Margoa for several hours. On the contrary, the CCTV footage shows that while my client was in the hospital with his child, You No. 1 have left the Praxis Revenue Meeting of your own accord several times for long periods. Your total absence from the Revenue Meeting (not linked to my client in anyway), are more than 2 hours of lost time on Friday, August 3rd. The CCTV also shows You No. 1 also had Mr. Sanjiv Swain in Sales leave the Revenue Meeting with you at least 3 times, thereby leaving the representative of Praxis, in the room unattended! Upon my clients return, you No.1 and my client spent approximately 1:51 hours together and later post the Praxis meeting, you and my client spent 0:38 hours, as opposed to the ‘full day discussion’ alleged by you.

b. The CCTV footage of Saturday, August 4, 2018 shows that You No. 1 and my client have spent approximately 0:43 hours face to face in the

same meeting room. Prior to this, there were others present at the said meetings including Mr. Ajay Vichare etc. Therefore, your claim that the second day was also spent discussing the matter is completely baseless and false.

c. Furthermore, as per your email dated 1.08.2018, you No.1 had volunteered to stay in Goa to meet the Sales team. The same email enumerated the agenda for Friday and Saturday for my client and more particularly, there was no mention of the agenda for Sunday. It is stated that neither was my client informed of any meeting that he was required to attend on Sunday (5.08.2018), nor was he invited to any meeting on or before the said day. Even the Hotel Manager was not informed about any such meeting by you No.1 or invited for the same.

d. It is also to be noted that you had asked my client to meet my client's wife on 05.08.2018 (Sunday). This is yet another situation which portrays that You No.1 were happy and socially active. Emotional trauma cannot cause a person to be enthusiastic, outgoing, etc. On the contrary, You No. 1 had acted in a manner fully consistent with stable emotions and absence of trauma.

e. Hence, the CCTV footage and your communication with my client clearly reflect your movements during the trip to Goa that demonstrate that your abovementioned allegations are false and completely concocted post your termination.

F. "The stress was unbearable and as a result she suffered immediate consequences and complications - unfortunately she was admitted to the hospital on August 08, 2018, with serious threat to her pregnancy."

It is stated on behalf of my client that the imputation that the stress caused to you by my client lead to 'immediate consequences and complications' to your pregnancy is ex-facie libellous and entirely untrue.

a. The details of your visit to Goa and interaction with my client have already been enumerated above. It is apparent that you No.1 were not under any emotional trauma and were comfortable throughout the trip.

b. On 6.08.2018, you travelled from Goa to Mumbai and were seen cheerfully wishing the team goodbye. It is stated that my client exchanged some work related messages with you on the same day and inquired about your health. Again, you No.1 appeared to be doing well and did not express any mental or physical anguish.

c. On 7.08.2018, you No.1 sent my client a WhatsApp message for approval for leave. You wished to take the day off as 'comp off' ie. compensatory off in lieu of Sunday being a working day. My client had allowed this leave and requested you to send an official email which you have done thereafter. It is abundantly clear from that you were not suffering from any 'immediate consequence' due to any 'stress'. On the contrary, my client's knowledge, you had a full day of rest after your trip to Goa, which you have availed.

d. Therefore, it is grossly defamatory of you to suggest that the stress of a work trip or my client's personal issue was responsible for the loss of an innocent child's life.

G. "This was followed by her request for 'leave without pay' starting August 2018 as she was advised bed rest till further notice. She sent an email to this effect to Mr. Prahlad Advani on August 08, 2018 to which he responded by asking her to "take care".

It is blatantly false to claim that you No.1 had requested 'leave without pay' and that my client had not paid attention to your concern and asked you No. 1 to just 'take care'.

a. You No. 1's email dated 08.08.2018 stating that, "I will be unable to work as I'm unwell and admitted in hospital..." was responded to by my client the same day. My client had sympathized with your condition and wrote, "Please update me about your health when you can, either directly or through your dear husband Summeet, please". He further expressed his concern and shock as you No.1 seemed to be in good health in Goa. This clearly indicates that my client has again, taken the time during his work day and responded to you and expressed his genuine concern and was truly worried about your health condition.

b. It is pertinent to mention the fact that in the email, my client had also offered, most generously, any assistance that You No.1 might have needed at the hospital. It is thus obvious that my client was deeply concerned about your health, which is strikingly contrary to the grossly false allegations that you No. 1 have made. My client has also displayed shock, as is rightly so, because you No.1 were doing well in Goa, which has also been recorded by the CCTV surveillance cameras at Goa.



c. You no. 1 had never made any request for "Leave without pay" in your email dated 08.08.2018. The email states your health condition and there is no request for leave without pay. My client therefore had no opportunity or obligation to grant you such leave. On the contrary, my client had warmly and comfortingly replied, asking you No. 1 to take care and offered help.

d. Thus, You No. 1's claim that my client did not grant your request for leave without pay is manifestly false.

H. "Since the complication got severe, she was advised to continue bed rest till further notice. This was conveyed to Mr. Prahlad Advani via email on August 13, 2018 without receiving a response. Instead of empathy, his harassment to me got worse.

In fact, everything took a turn for the worse. It was as if suddenly she was interacting with a different person. He stopped taking her calls or responding to her emails. And erased all her records/ deleted all her data, stopped her access to emails and official WhatsApp groups, barred her mobile services etc. without any notice or intimation to her. And then, out of the blue, to our total stunned disbelief, shock and anguish, She received a "termination of services" email on August 16, 2018 back dated August 11, 2018"

The above imputations are false and defamatory for the following reasons-

a. My client states that on 13.08.2018, you no.1 sent an email to him, which he forwarded on the same date to the company officials, whereby for the first time, you suggested that severe complications to your health was caused due to your 'emotionally traumatic' tra-

vel to Goa which aforestated you voluntarily and enthusiastically visited. You also stated that though you had been discharged from the hospital, your condition was precarious and you would not be attending office till advised so by your doctor.

b. It is critical to note that You No.1 have not copied anyone on the email dated 13.08.2018, as you were required to do and have done as in the previous email dated 08.08.2018 (Allegation J). You have copied your husband in the said email -which is extremely unusual.

c. Furthermore, with regard to your imputation that 'everything took a turn for the worse...' and that my client stopped replying to your messages and calls, I am instructed to state that my client had been advised by the company to sever ties with you and not interact with you in any manner on 10.08.2018.

d. Therefore, it is improper to assert that my client harassed you No. 1. The claim is absolutely baseless and derogatory.

I. "Without giving her a cause, reason or warning - She was conveniently discarded from the company. We have complained to the board of directors who have not even acknowledged our complaint let alone respond to it.

We will never forget that 16th day of August. Within 30 minutes of getting the termination letter, her umbilical cord prolapsed. She was going through a miscarriage. The shock of termination and the ensuing distress commenced the death of our baby. Our sweet baby boy - Ehan - died on August 17, 2018 - after five months in her womb.

Although no words are enough to describe our grief - I do know this. Our miscarriage was in fact a murder. A silent murder of Ehan, our child, by Mr. Prahlad Advani, who for reasons we will never know, decided to go against not just humanity but also legality - when Amrita was terminated for no apparent reason. Mr. Prahlad Advani is 100% responsible for taking our child away from us."

The claim that my client was responsible for the death of your unborn child is ex-facie libellous and malicious. The following facts are relevant in the context of the above allegation:

- a. You No.1 were admitted to the hospital and the same was conveyed to my client by way of an email dated 08.08.2018. A subsequent email on 13.08.2018 stated that you. No.1 had been discharged but there was high risk to you and your unborn child due to complications.
- b. My client at the appropriate stage will prove that you No.1 were aware of your termination on 14.08.2018. Therefore, your allegation that *" I will never forget that 16th day of August. Within 30 minutes of getting the termination letter, my umbilical cord prolapsed. I was going through a miscarriage. The shock of termination and my ensuing distress commenced the death of my baby."* is an audacious falsehood designed to set up a grossly exaggerated and embellished tale of miscarriage caused by corporate insensitivity.
- c. In spite of your alleged continued ill health, on 15.08.2018, You No. 1 directly/indirectly took the totally illegal step of logging into the Company's Facebook account which was built with care and dedi-

cated efforts to enhance business, and had authorized a deletion command for the Company's page. This criminal act was traced by the Company's IT professional and my client was informed of the same. The said act was so detrimental to the company's interests that the company's apprehensions which led to your termination prove fully justified in hindsight. Moreover, it proves that the aforementioned acts against the company and my client are a result of your anger, vendetta and resentment towards your termination.

e. There is absolutely no role that my client had in the unfortunate miscarriage You No.1 had to go through. If anything, my client had always been warm and compassionate towards You No.1's needs during the pregnancy. It is evident from the emails and WhatsApp messages ever since You No.1 informed my client of your pregnancy on 24.06.2018, my client had made sure that You No.1's requests, whenever made, were met.

f. It is outrageous for you to call my client a murderer. The said imputations constitute malice in the extreme. It is inaccurate to state that You No. 1 had sent an email or any proposal requesting maternity leave and the same was not granted. It is also false that maternity leave was in fact promised to you No.1.

J. "I am unsure of how to describe the physical, mental and emotional brutality Amrita went through while she was waiting for the consideration and written approval of maternity leave, which was promised and legally owed to her. Mr. Prahlad Advani's actions, were and are, unconstitutional and unethical and a violation of all things human. Our

shock and trauma continue to devastate us and our family's lives.Ehan is now a death certificate because of Prahlad Advani"

a. It is inaccurate to state that You No. 1 had sent an email or any proposal requesting maternity leave and the same was not granted. It is also contrary to the facts that maternity leave was in fact promised to you No.1. Infact, in August 2018, the question of maternity leave had not arisen since your eligibility for the same would arise several months later. Moreover, this is a repetition of your imputations already stated above and for reasons disclosed in paragraphs "A" and "B", my client states that the imputations are false and defamatory.

b. In view of the facts and circumstances stated above, it is absolutely absurd to claim that my clients actions were unconstitutional and unethical and a violation of all things human. My client has acted in the best interest of You No.1 and 2 and the Company. The unfortunate miscarriage that You No.1 had to go through cannot be assigned to any conduct on the part of my client. All his actions disclose genuine concern and consideration on his part. As aforesaid, my client has extended the utmost courtesy and indulgence to you.

5. It is stated on behalf of my client that the various statements, allegations and representations made vide the online petition and articles taken separately and together are grossly slanderous of my client in the estimate of right thinking members of society. Indeed, my client has several messages from you which unambiguously reveal that your portrayal of him in the public domain is a motivated distortion falsehood designed to intimidate him into succumbing to your extortionary demands. You have caused grave damage to my client's reputation. With regard to any other allegations and/

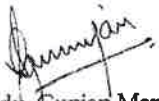
or imputations made by you in the public domain and / or social media my client reserves his right to deal with the same at the appropriate stage.

6. The online petition has not only been circulated with a view to intentionally and maliciously defame my client and lower his reputation in the eyes of the public but also is a sinister ruse to blackmail him into parting with extravagant sums of money towards your alleged dues. So scurrilous and utterly false are your imputations against my client and so widely have you published the said imputations that my client is not only entitled to huge damages against you, but also punitive damages.
6. Apart from causing a great deal of embarrassment to my client, your allegations and defamatory statements also tends to make my clients associates and other persons dealing with the company lose faith in his business morality and conduct. The petition suggests that my client is dishonest and guilty of conduct which is un-business like, high handed and improper.
7. On behalf of my client I have to state that the imputations widely circulated by you in the print, electronic and social media are grossly defamatory of my client's reputation and have caused my client incalculable commercial harm. The said imputations render you liable for both civil and criminal defamation.
8. In the premises I am instructed to call upon you to withdraw the false malicious and defamatory petition circulated by you on social media platforms such as Facebook, any WhatsApp groups/messages, Instagram, LinkedIn, Twitter, email etc., and various Web portals.



9. You are further called upon to tender an unconditional apology to my client for all the defamatory imputations, within 72 hours of the receipt of this notice by you.
10. You are further called upon to cease and desist from making any further defamatory imputations against my clients its officers and employees in future.
11. In the event of your failure to comply with all the requisition made herein you are hereby informed that my client will forthwith initiate proceedings against you both for the tort and crime of defamation at your sole risks to costs and consequences.

Yours Truly,


Adv. Gunjan Mangla