

**SURABHI AGGARWAL, ADVOCATE**  
**SUPREME COURT OF INDIA, DELHI HIGH COURT**  
**9871278940, [surabhiagrwal@gmail.com](mailto:surabhiagrwal@gmail.com)**

By Speed Post/Courier, Registered A.D. and WhatsApp/Email

07.10.2022

**1. Mr. Devansh Jain**

Director,  
M/s. Gujarat Fluorochemicals Limited  
(Parent and Controlling Company of  
M/s. Inox Wind Limited)  
At Inox Wind Limited, Plot No. 17,  
Sector 16A, Noida – 201301  
Uttar Pradesh  
Email Add.: [devansh.jain@gfl.co.in](mailto:devansh.jain@gfl.co.in)

**2. Mr. Kailash Tarachandani**

CEO,  
M/s. Inox Wind Limited  
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Email Add.: [kailash.tarachandani@inoxwind.com](mailto:kailash.tarachandani@inoxwind.com)

**3. Mr. Vivek Jain**

Managing Director,  
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M/s. Inox Wind Limited)  
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**4. Mr. Vineet Davis**

Director,  
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**5. Ms. Vishika Akela**

Assistant Manager  
Corporate Human Resources  
M/s. Gujarat Fluorochemicals Limited  
(Parent and Controlling Company of  
M/s. Inox Wind Limited)  
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**6. Mr. Kallol Chakraborty**

Head, Group Corporate HR  
M/s. Gujarat Fluorochemicals Limited  
(Parent and Controlling Company of  
M/s. Inox Wind Limited)  
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Mob. No. 9711139665  
Email Add.: [kallol.chakraborty@gfl.co.in](mailto:kallol.chakraborty@gfl.co.in)

**7. Mr. Shailendra Tandon**

Director / HR Business Partner  
M/s. Gujarat Fluorochemicals Limited  
(Parent and Controlling Company of  
M/s. Inox Wind Limited)  
At Inox Wind Limited, Plot No. 17,  
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CC:

**Securities Exchange Board of India**

At: Northern Regional Office (NRO)  
The Regional Director, 5<sup>th</sup> Floor,  
Bank of Baroda Building, 16, Sansad Marg,  
New Delhi - 110 001

**Also at:**

✓ SEBI Bhavan, Plot No. C-4A, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai 400051  
Email: [sebi@sebi.gov.in](mailto:sebi@sebi.gov.in)

**LEGAL NOTICE / DEMAND NOTICE AS MANDATED BY SECTION 8 OF THE  
INSOLVENCY AND BANKRUPTCY CODE, 2016**

To Addressees 1 to 7,

1. Under the instructions of and on behalf of my Client, Mr. Prashant Kumar, R/o 13105, Tower – 7, Block D1, GH7, Crossing Republik, Ghaziabad – 201016, I send to you, alongwith all the other addressees, this Legal / Demand Notice dated 07.10.2022.
2. It is stated that my Client joined the company 'M/s. Inox Wind Infrastructure Services Limited' (hereinafter '**IWISL**' in short) on 15<sup>th</sup> May, 2013 on probation and the position of Senior Engineer was confirmed to my Client on 15<sup>th</sup> November, 2013 by IWISL.
3. It is stated that my Client worked with IWISL from 15<sup>th</sup> May, 2013 till 19<sup>th</sup> November, 2018 and then he, alongwith his other colleagues was transferred to 'M/s. Inox Wind Limited' (hereinafter '**IWL**' in short) on 20<sup>th</sup> November, 2018 in consequence of a decision taken by the company's management.
4. It is stated that my Client was paid his salary for the following months during his term of employment with IWISL / IWL, with you, alongwith all the other addressees, holding managerial positions / positions of influence and control in IWISL / IWL, and the same has been detailed hereinbelow; whereas the unpaid lawful and contractually rightful dues / claim / salary / remuneration of my Client have been highlighted in bold:

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Sl. No.	Month of Salary Disbursement	Number of Months	Amount of Salary Disbursed Per Month (in Rs.)	Total Amount (in Rs.)
1.	15 <sup>th</sup> May, 2013 to 31 <sup>st</sup> March, 2014	10.5	47,513/-	4,98,886.50
2.	Promotion to the post of Assistant Manager – Project (Mechanical) w.e.f. 1 <sup>st</sup> April, 2014			
3.	1 <sup>st</sup> April, 2014 to 31 <sup>st</sup> March, 2015	12	46,406/-	5,56,872/-
4.	Promotion to the post of Deputy Manager (Project – Mechanical) w.e.f. 1 <sup>st</sup> April, 2015.			
5.	1 <sup>st</sup> April, 2015 to 31 <sup>st</sup> March, 2016	12	59,576/-	7,14,912/-
6.	Revision of emoluments at the post of Deputy Manager (Project – Mechanical) w.e.f. 1 <sup>st</sup> April, 2016.			
7.	1 <sup>st</sup> April, 2016 to 31 <sup>st</sup> March, 2018	24	59,576/-	14,29,824/-
8.	<b>1<sup>st</sup> April, 2019 to 30<sup>th</sup> June, 2019</b>	<b>3</b>	<b>60,080/-</b>	<b>1,80,240/-</b> <b>(Unpaid amount)</b>
9.	1 <sup>st</sup> July, 2019 to 31 <sup>st</sup> December, 2019	6	60,080/-	3,60,480/-
10.	<b>LTA of December, 2019</b>	<b>1</b>	<b>30,000/-</b>	<b>30,000/-</b> <b>(Unpaid amount)</b>
11.	<b>1<sup>st</sup> January, 2020 to 29<sup>th</sup> February, 2020</b>	<b>2</b>	<b>60,080/-</b>	<b>1,20,160/-</b> <b>(Unpaid amount)</b>
12.	1 <sup>st</sup> March, 2020 to 31 <sup>st</sup> January, 2021	11	60,080/-	6,60,880/-
13.	<b>LTA of December, 2020</b>	<b>1</b>	<b>30,000/-</b>	<b>30,000/-</b> <b>(Unpaid amount)</b>
14.	1 <sup>st</sup> February, 2021 to 31 <sup>st</sup> July, 2021	5	-	4,47,560/-
15.	<b>Provident Fund from May, 2013 to July, 2021</b>	<b>99</b>	<b>-</b>	<b>1,00,000/-</b> <b>(Unpaid amount)</b>
16.	<b>Gratuity from May, 2013 to July, 2021</b>	<b>99</b>	<b>-</b>	<b>3,11,954/-</b> <b>(Unpaid amount)</b>
17.	<b>Total Unpaid Amount</b>			<b>7,72,354/-</b> <b>(Unpaid amount)</b>

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5. That my Client was forced to put in his resignation papers on 11<sup>th</sup> February, 2021 without any fault attributable to him, but all the fault and omission of legal and contractual duties attributable to you, alongwith all the other addressees, **for which you, alongwith all the other addressees, are jointly and severally liable to my Client** for delaying the disbursement of his lawful and contractually rightful dues / claim / salary / remuneration for nearly 11 months and forcing him to work at a meagre 30%, i.e., at Rs. 3,00,400/- of his CTC in his company, viz., IWL.
6. That you, alongwith all the other addressees, were more than happy to receive and accept the resignation letter of my Client and relieve him of his contractual obligations with effect from 14<sup>th</sup> July, 2021, **for which criminal conspiracy you, alongwith all the other addressees, are jointly and severally liable to my Client.**
7. It is stated that even after resigning from IWL you, alongwith all the other addressees, did not release my Client's lawful and contractually rightful dues / claim / salary / remuneration even though my Client requested to you, alongwith all the other addressees, many times, quite literally begged, even wrote innumerable mails/Whatsapp messages for release of his lawful and contractually rightful dues/claim/salary/remuneration, and his pleas fell on deaf ears.
8. It is put to your notice that my Client sent more than 30 requests / reminders through mail to you, alongwith all the other addressees, on 11.02.2021, 09.03.2021, 13.07.2021, 20.04.2022, 26.04.2022, 01.05.2022, (1<sup>st</sup> reply is received on 02.05.2022 from addressee No. 6 stating "We are trying to get it done as soon as possible. Regret for the delay."), 02.05.2022, 06.05.2022, 10.05.2022, (2<sup>nd</sup> reply is received on 11.05.2022 from addressee No. 6 again regretting the delay), 11.05.2022, 13.05.2022, 16.05.2022, 18.05.2022, 19.05.2022, 20.05.2022, 23.05.2022, 26.05.2022, 09.06.2022, 21.06.2022, 22.06.2022, 23.06.2022, 04.07.2022, 06.07.2022, 13.07.2022, 15.07.2022, (3<sup>rd</sup> reply is received on 15.07.2022 from addressee No. 6 yet again regretting the delay), 25.07.2022, 27.07.2022, 29.07.2022, (4<sup>th</sup> reply is received on 01.08.2022 from addressee No. 6 yet again regretting the delay), and finally also on 08.08.2022 without a satisfactory response or release of his lawful and contractually rightful dues / claim / salary / remuneration in sight, despite my Client making it very crystal clear every time in his means of communication that he is hard pressed for money, he is unable to support his family and that he is in acute financial distress.
9. It is brought to the notice of you, alongwith all the other addressees, that you, alongwith all the other addressees, are liable, jointly and severally, to my Client under the criminal law of this country for collectively and jointly conspiring against my Client for instigating and abetting his resignation and illegal ousting, calling for registration of an FIR against you, alongwith all the other addressees, under the Criminal Procedure Code, 1973.

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That you, alongwith all the other addressees, are also liable, jointly and severally, to my Client under the civil/company/employment laws prevailing in this country for non-payment of dues of employee, mental agony, harassment besides non-payment of dues of operational creditor (my Client) and other relevant and applicable laws.

10. It is stated and made clear that if the lawful and contractually rightful dues / claims / salary / remuneration of my Client amounting to approximately Rs. 7,72,354/- (Rupees Seven Lakhs Seventy Two Thousand Three Hundred and Fifty Four Only) as computed above, which is also an undisputed claim, alongwith interest @ 18% per annum and compensation of Rs. 10 lakhs for causing unnecessary mental harassment, agony and mental torture to my Client is not paid within a period of 10 days from the receipt of this Legal / Demand Notice to you, then I am under instructions from my Client to proceed legally as stated under paragraph 9 hereinabove against and without any further notice to you, alongwith all the other addresses.
11. That a copy of this Legal / Demand Notice has been retained in my office for record and future purposes, the cost of which is Rs. 15,000/- (Rupees Fifteen Thousand Only) which you, alongwith all the other addressees, are liable to pay to me.

Signed/-



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