

DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD

Advanced Diploma in Labour Laws and Employee Management

Academic Year: 2023-2024

Annual Examination (May, 2024)

**Paper II – 1.2 Contract of Employment and Employee
Onboarding
(Batch:2023-2024)**

Duration of the Examination: 3 hours

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Read the instructions carefully and adhere to the same.
 - b) Please mention your DDE ID No., date of the exam, name of the programme & subject on the Answer Sheet and the Additional Answer Sheets, if any.
 - c) The questions to be interpreted as given and no clarification can be sought from the Invigilator.
 - d) Clearly indicate the question numbers while answering them. Answers without question numbers / wrong question numbers will not be evaluated.
 - e) Write the answers clearly and neatly. Answers in illegible handwriting will not be taken into consideration.
 - f) Candidates are prohibited to carry phones or any other electronic devices, books, material etc. in the Examination Hall.
 - g) Copying is strictly prohibited and is considered as a serious academic mis-conduct and the University will take action as it deems fit.
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Answer FOUR questions out of SIX questions and each question carries 25 marks.
(4 x 25 marks = 100 marks)

Note : The first 4 questions are essay-type questions, and the last 2 questions are problem-based questions, i.e., you have to provide an answer to that problem supported/ based on the relevant provisions of law and judgments. You are expected to refer to them in your answer.

1. How can an organisation's strategic workforce planning and onboarding processes be optimised to enhance employee engagement, accelerate productivity, and ensure long-term retention while aligning with legal compliance and organisational goals?

2. Write a detailed note on the evolution of labour laws in relation to the concepts of work, employment, and wages.
3. Explain the legal rules about giving up wage rights under the Minimum Wages Act of 1948 and the Code on Wages 2019. Discuss why 'contracting out' of these rights is not allowed, the reasons for these prohibitions, and review important court cases that have influenced how these laws are applied in India
4. How has the concept of fixed-term employment evolved in India according to the document, and what are the legal implications and protections associated with fixed-term employment contracts as outlined by the Industrial Employment Act and subsequent amendments?

5. Case1

TechGenix, a leading software development company based in Bangalore, India, specializes in proprietary software products that serve the financial sector. Over the years, TechGenix has developed several innovative tools that have given it a competitive edge in the market. To protect these innovations, TechGenix has strict confidentiality and non-compete clauses embedded in its employment contracts.

Parties Involved:

- a. **TechGenix Ltd.:** The employer company seeking to protect its proprietary information and maintain its market position.
- b. **Rajesh Sharma:** A former senior software developer at TechGenix who has recently resigned.
- c. **CompSoft Technologies:** A direct competitor of TechGenix where Rajesh has accepted a new position.

Incident:

Upon resignation, Rajesh Sharma was reminded of his contractual obligations which include a non-compete clause effective for one year post-termination, prohibiting him from working with any direct competitor in the same geographic and professional capacity. Despite this, Rajesh joined CompSoft Technologies, a direct market competitor, immediately after his departure from TechGenix.

Legal Issue:

TechGenix contends that Rajesh's actions violate the non-compete clause of his employment contract, potentially exposing TechGenix's confidential information and trade secrets to a competitor. TechGenix seeks to enforce the restrictive covenant to prevent Rajesh from working with CompSoft Technologies.

5 (a). What are the various legal complications and judicial precedents that should be considered in the issue? **(15 Marks)**

5 (b). What would be various Legal Arguments TechGenix and Rajesh Sharma would raise if TechGenix files a lawsuit seeking an injunction to prevent Rajesh Sharma from continuing employment with CompSoft Technologies? **(10 Marks).**

6. Case 2:

TechNovation Solutions, a software development company based in New Delhi, India, faces a dispute with its employees over wage payments. The dispute involves allegations of irregular payment schedules and deductions that were not clearly communicated to employees, which have led to discontent among the workforce.

Parties Involved:

- a. TechNovation Solutions:** The employer, responsible for setting and adhering to wage payment schedules and amounts according to Indian labor law.
- b. Employees' Union of TechNovation:** Represents the collective interests of the employees, particularly in ensuring fair wages and compliance with labor laws.
- c. Ministry of Labour and Employment, Government of India:** The regulatory body overseeing labor law enforcement.

Incident:

Employees of TechNovation Solutions have lodged a formal complaint with their union, claiming that the company has consistently delayed wage payments beyond the stipulated time frames set forth in the Payment of Wages Act, 1936. Additionally, employees allege that deductions made from their wages for reasons not explicitly stated or understood by them appear to violate the provisions of the same act.

6 (a). What are the various legal issues here? Explain the issues by citing relevant Acts. **(15 Marks)**

6 (b). What could be potential Legal Actions and possible defense by the company? **(10 Marks)**