

POLICY ON PREVENTION OF SEXUAL HARASSMENT OF WOMEN

(PREVENTION, PROHIBITION AND REDRESSAL)

IN CHETTINAD GROUP

Chettinad is committed to creating a healthy, safe and supportive working environment that enables employees to work without fear of prejudice, gender bias and in a harassment free workplace, where all the employees are treated with dignity and respect.

A. Introduction

This policy has been framed in accordance with the provisions of “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” and rules framed thereunder (hereinafter “the Act”). Accordingly, while the policy covers all the key aspects of the Act, for any further clarification, reference shall always be made to the Act and the provisions of the Act shall prevail. If any aspect relating to sexual harassment not explicitly covered in this policy, then the law will be applicable. In case of any conflict / inconsistency between the policy and the law, the law (as amended and modified from time to time) will prevail.

This policy provides protection against sexual harassment of women at workplace and the prevention, prohibition and redressal of complaints of sexual harassment and matters related to it.

B. Objective

In view of the aforesaid, and in light of the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“Act”), the objective of this policy is :

To provide protection against sexual harassment of women at workplace and for the prevention, prohibition and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.

Sexual harassment results in violation of the fundamental rights of a woman

- ✓ to equality under Articles 14 and 15 of the Constitution of India
- ✓ to life and to live with dignity under article 21 of the Constitution
- ✓ to practice any profession or to carry on any occupation, trade or business which includes a right to a safe environment free from sexual harassment.

The protection against sexual harassment and the right to work with dignity are universally recognised human rights by international conventions and instruments such as Convention on the Elimination of all Forms of Discrimination against Women, which has been ratified on 25 June 1993 by the Government of India.

C. Scope & Applicability

This policy extends to all ‘**Employees**’ who are employed directly or indirectly for any of the Chettinad Group Companies, Trusts , Institutions or any other Companies, Trusts or Institutions which may be incorporated or associated in future with applicability of Chettinad Group Policies or Procedures - hereinafter referred to as ‘**Employer**’ in this policy. It is deemed to be incorporated in the service rules, terms and conditions of all employees working for Chettinad Group in India. Local country laws will take precedence over this policy, in other geographies, if applicable.

The scope of this policy extends to all workplaces including offices, branches, departments, units, project locations, as well as the external workplace used for the purpose of work carried out by the Employer.

This version of the policy is effective from 1st February 2023 and supersedes all prior policies and communication on this matter.

D. Definitions

- a) **“Sexual Harassment”** includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely : —
- (i) physical contact and advances; or
 - (ii) a demand or request for sexual favours; or
 - (iii) making sexually coloured remarks; or
 - (iv) showing pornography; or
 - (v) any other unwelcome physical, verbal or non-verbal conduct of sexual nature;
- b) **“Employee”** means a person employed at a workplace for any work on regular, temporary, adhoc or daily wage basis, either directly or through an agent, including a contractor, with or, without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name;
- c) **“Employer”** means –
- (i) in relation to any department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit of the appropriate Government or a local authority, the head of that department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit or such other officer as the appropriate Government or the local authority, as the case may be, may by an order specify in this behalf;
 - (ii) in any workplace not covered under sub-clause (i), any person responsible for the management, supervision and control of the workplace.
Explanation. — For the purposes of this sub-clause “management” includes the person or board or committee responsible for formulation and administration of policies for such organisation;
 - (iii) in relation to workplace covered under sub-clauses (i) and (ii), the person discharging contractual obligations with respect to his or her employees;
 - (iv) in relation to a dwelling place or house, a person or a household who employs or benefits from the employment of domestic worker, irrespective of the number, time period or type of such worker employed, or the nature of the employment or activities performed by the domestic worker;
- d) **“Workplace”** includes—
- (i) any department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly by the appropriate Government or the local authority or a Government company or a corporation or a co-operative society;
 - (ii) any private sector organisation or a private venture, undertaking, enterprise, institution, establishment, society, trust, non-governmental organisation, unit or service provider carrying on commercial, professional, vocational, educational, entertainment, industrial, health services or financial activities including production, supply, sale, distribution or service;
 - (iii) hospitals or nursing homes;
 - (iv) any sports institute, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereto;
 - (v) any place visited by the employee arising out of or during the course of employment including transportation by the employer for undertaking such journey;
 - (vi) a dwelling place or a house;
- e) **“Domestic Worker”** means a woman who is employed to do the household work in any household for remuneration whether in cash or kind, either directly or through any agency on a temporary, permanent, part time or full time basis, but does not include any member of the family of the employer;

- f) **"Aggrieved Woman"** means a woman, of any age whether employed or not, who alleges to have been subjected to any act of sexual harassment by the respondent.
- g) **"Complainant"** means any aggrieved woman or a person having knowledge of the incident and having the consent of the aggrieved woman to file a complaint under this policy or the legal heir of the deceased aggrieved woman.
- h) **"Respondent"** means a person against whom the Complainant has made a complaint alleging sexual harassment under this policy

E. Prevention of Sexual Harassment :

- 1) No woman shall be subjected to sexual harassment at any workplace.
- 2) The following circumstances, among other circumstances, if it occurs, or is present in relation to or connected with any act or behavior of sexual harassment may amount to sexual harassment:—
 - (i) implied or explicit promise of preferential treatment in her employment; or
 - (ii) implied or explicit threat of detrimental treatment in her employment ; or
 - (iii) implied or explicit threat about her present or future employment status; or
 - (iv) interference with her work or creating an intimidating or offensive or hostile work environment for her; or
 - (v) humiliating treatment likely to affect her health or safety.

An alleged act of sexual harassment committed during or after office working hours and inside or outside of workplace falls under the purview of this policy. Further, it is important to note that whether harassment has occurred or not does not depend on the intention of the Respondent but on the experience of the Aggrieved Woman.

F. Constitution of Internal Complaints Committee (ICC) :

To prevent instances of sexual harassment and to receive and effectively deal with complaints pertaining to the sexual harassment, a Committee known as the **"Internal Complaints Committee"** (ICC) for Chettinad Group of Companies, Trusts and Institutions has been reconstituted at Corporate Office, Chennai.

Tenure :

The term of the members of the ICC will not exceed three years from the date of their nomination

Meetings :

Meetings of the ICC to be held :

- i. Every quarter
- ii. Within 7 (seven) days from receipt of Complaint
- iii. Such other special meetings to address the Complaints pertaining to sexual harassment of the female employees

Annual Report:

The ICC shall prepare the annual report in each calendar year in format as may be prescribed. The annual report shall have the following details:

- ✓ Number of complaints of Sexual harassment received in the year
- ✓ Number of complaints disposed of during the year
- ✓ Number of cases pending for more than 90 days
- ✓ Number of workshops or awareness program against Sexual Harassment carried out
- ✓ Nature of action taken by the employer

Once the entire ICC has seen and signed/approved the contents of the annual report, the Presiding Officer should sign the annual report for and on behalf of the ICC.

The ICC shall submit one copy of the annual report to the employer and another copy to the District Officer.

G. Internal Complaints Committee (ICC) Members:

The Internal Complaints Committee (ICC) for Chettinad Group of Companies, Trusts and Institutions has been reconstituted at Corporate Office, Chennai, and the reconstituted ICC comprises of the following members:

I. Central Internal Complaints Committee Members:

- A. Presiding Officer** : Ms. V. Valliammai , Group Chief Financial Officer (W)
- B. Member** : Mr. S Hariharan, Group Company Secretary (M)
Ms. Jamma Correa, Executive Assistant to Group CMD (W)
Ms. Trayee Sinha, Vice President – Group Institutions (W)
Mr. M Prabhu, DGM - Group HR (M)
- C. External Member** : Ms. Ranjani Sivaraman, Retainer (W)

II. Nominated Internal Complaints Committee Members:

In addition to the above Central ICC Members, one Nominated Member from each Company / Trust / Institution will be co-opted into the ICC. Nominated ICC Member shall be either the Head HR (any gender) or any nominated employee (only senior level woman employee) of the Company / Trust / Institution.

In any case, one half of the total ICC members should be women.

H. Complaint of Sexual Harassment :

Any aggrieved woman may make, in writing, a complaint of sexual harassment to the ICC within a period of three months from the date of incident and in case of a series of incidents, within a period of three months from the date of last incident.

However, the ICC may for the reasons to be recorded in writing, extend the time limit not exceeding three months , if it is satisfied that the circumstances were such which prevented the woman from filing a complaint within the said period.

In case, where such complaint cannot be made in writing, the ICC shall render all reasonable assistance to the woman for making the complaint in writing:

Where the aggrieved woman is unable to make a complaint on account of her physical or mental incapacity or death or otherwise, her legal heir or such other person as may be prescribed may make a complaint. The complaint can be filed by:

- a. her relative or friend; or
- b. her co-worker; or
- c. a qualified psychiatrist or psychologist; or
- d. the guardian or authority under whose care she is receiving treatment or care; or
- e. any person who has knowledge of the incident, with the written consent of the Aggrieved Woman

If the Aggrieved Woman is deceased, a complaint may be filed by any person who has knowledge of the incident, with the written consent of her legal heir.

I. Filing Complaint by the Complainant :

The procedure for filing the Complaint are given below, subject to such amendments/modifications as per applicable laws

- An exclusive Email ID posh.icc@chettinad.com has been created with access only to the ICC members.
- The Complainant shall address any sexual harassment complaints only to the ICC and not to talk or disclose information on the incident to anybody else except to persons permitted to make a complaint on behalf of the Aggrieved Woman as set out in this policy
- The complaint shall be submitted by the Complainant to the ICC in writing or shall be submitted to the ICC electronically at posh.icc@chettinad.com . The complaint can also be physically submitted to any ICC member.
- The Complainant shall submit two copies of the Complaint to ICC and should include the name of the Respondent, details of the incidents (dates, times, locations, names and addresses of possible witness, what happened, supporting documents, response of the Complainant). In addition to the aforesaid, where possible, the Complainant should also forward a copy of the Complaint to posh.icc@chettinad.com
- Indicative format for Complaint Form (Annexure A) , Reply of Respondent (Annexure B) and Statement of Witness (Annexure C) are annexed. These formats may be modified by the ICC, as may be necessary from time to time; subject to the provisions of the Act.
- A Non -Disclosure Undertaking (Annexure D) shall be signed by all individuals concerned with the Complaint; including the Complainant, the Respondent, Witnesses (if any) prior to commencing an inquiry. This format may be modified by the ICC, as may be necessary from time to time, subject to the provisions of the Act.
- A copy of the Complaint shall be sent to the Respondent by the ICC within two working days from the date of the receipt of the Complaint.
- The Respondent shall file the reply to the Complaint along with the list of documents and names and addresses of witnesses within a period not exceeding ten working days from the date of receipt of the Complaint.

J. Complaint resolution procedure through Conciliation :

Once the complaint is received by the ICC, before initiating an inquiry on the Complaint, ICC may at the request of the Complainant / Aggrieved Woman take steps to settle the matter between the Complainant/Aggrieved Woman and the Respondent through conciliation, provided that monetary settlement shall not be made a basis of conciliation

The ICC will hold a meeting with the Complainant within seven days of receipt of the complaint, but no later than a week in any case. Resolution through conciliation is to happen fourteen days of receipt of the complaint, but no later than two weeks in any case.

In conducting the conciliation, a minimum of three ICC members including the Presiding Officer and one mandatory Nominated Member from the employer of the Aggrieved Woman and the Respondent are to be present.

It is the sole responsibility of the Head HR of the Employer of the Aggrieved Woman / Complainant / Respondent to provide all necessary assistance and support for conducting the Conciliation for the redressal of the Complaint.

In the event, the Complaint does not fall under the purview of Sexual Harassment or the Complaint does not mean an offence of Sexual Harassment, the same would be dropped after recording the reasons thereof.

If a settlement has been arrived in Conciliation Meeting, the ICC shall:

- Record the settlement and forward the same to the Employer to take action as specified in the recommendation; and
- Provide copies of the settlement as recorded to the Complainant and the Respondent and no further inquiry shall be conducted
- The indicative format of the settlement through conciliation is annexed as Annexure E, which may be modified by the ICC as may be necessary from time to time

K. Complaint resolution procedure through formal Inquiry :

The ICC shall initiate inquiry in the following cases:

- No conciliation is requested by the Complainant / Aggrieved Woman
- Conciliation has not resulted in any settlement
- Complainant informs the ICC that any term or condition of the settlement arrived through conciliation, has not been complied with by the Respondent

Manner and Procedure of inquiry :

- In conducting the Inquiry, a minimum of three ICC members including the Presiding Officer and one mandatory Nominated Member from the employer of the Aggrieved Woman and the Respondent are to be present..
- The ICC shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 namely summoning, enforcing the attendance of any person, examining on oath, requiring the discovery, production of documents and any other matter, which may be prescribed.
- The ICC is to make inquiry into the Complaint in accordance with the principles of natural justice and the provisions of the Act.
- No legal practitioner can represent any party at any stage of the inquiry procedure
- The ICC will hold an inquiry meeting with the Complainant and the Respondent within 21 days from the date of receipt of the Complaint, but no later than three weeks in any case.
- It is the sole responsibility of the Head HR of the Employer of the Aggrieved Woman / Complainant / Respondent to provide all necessary assistance and support for conducting the Inquiry and redressal of the Complaint.
- Where both the Complainant and the Respondent are employees, both the parties shall be given an opportunity of being heard
- At the first in the inquiry meeting, the ICC shall give the opportunity to hear the Complainant and record the allegations. The Complainant can also submit any corroborative evidence with a documentary proof, oral or written material, etc., to substantiate the complaint.
- The ICC shall proceed with the enquiry and communicate the same to the Complainant and Respondent.
- Thereafter, the Respondent shall be given an opportunity to give an explanation, where after, an inquiry shall be conducted.
- The Complainant shall be provided with a copy of the explanation submitted by the Respondent.
- A copy of the findings shall be made available to both the parties enabling them to make representation against the findings before ICC
- If the Complainant/Respondent desires any witness/es to be called, they shall communicate in writing to the ICC the names of witness/es that they propose to call.
- The ICC shall call upon all witnesses mentioned by both the Complainant and the Respondent.
- The ICC shall provide every reasonable opportunity to the Complainant and the Respondent for putting forward and defending their respective case.
- If the Complainant / Respondent desires to tender any documents by way of evidence before the ICC, the same to be submitted as original copies of such documents. Signatures should be affixed on the respective documents to certify these to be original copies.

- If the Complainant or Respondent desires to cross examine any witnesses, the ICC facilitates the same and records the statements. In case Complainant or Respondent seeks to ask questions to the other party, they may give them to the ICC which asks them and records the statement of the other party.
- The inquiry shall be concluded, including the submission of the Inquiry Report, within ninety days from the date of receipt of the complaint.

L. Action during pendency of inquiry:

During pendency of the inquiry, on a written request made by the Aggrieved Woman or the Complainant with the written request from the Aggrieved Woman, the ICC may recommend to the employer to:

- Transfer the aggrieved woman or the respondent to any other workplace; or
- Grant leave to the aggrieved woman up to a period of three months, in addition to the leave she would be otherwise entitled; or
- Grant such other relief to the aggrieved woman as may be appropriate

On the recommendation of the ICC, the Employer shall implement the recommendations and send the report of such implementation to the ICC.

M. Termination of Inquiry :

The ICC may terminate the inquiry or give ex-parte decision, if the Complainant or the Respondent is absent for 3 consecutive hearings, without any intimation to the ICC or sufficient reason. ICC to give, 15 days of written notice to the party, before termination of enquiry or ex-parte order.

N. Inquiry Report :

On the completion of the inquiry, the ICC shall provide a report of its findings to the Employer within a period of ten days from the date of completion of the inquiry and such report be made available to the concerned parties.

An indicative format of the Inquiry Report is annexed as Annexure F, which may be modified by the ICC as may be necessary from time to time.

Complaint Unsubstantiated:

- Where ICC arrives at a conclusion that the **allegation against the Respondent has not been proved**, it shall recommend the Employer that no action is required to be taken in the matter.

Further, the ICC ensures that both parties understand that the matter has been fully investigated, that the matter is now concluded, and neither will be disadvantaged.

Complaint Substantiated :

- Where ICC arrives at a conclusion that the **allegation against the Respondent has been proved**, it shall recommend to the Employer, as the case may be-
 - to take disciplinary action for sexual harassment as a misconduct in accordance with the provisions of the service rules applicable to the Respondent or where no such service rules have been made, in such manner as may be prescribed and this may include:
 - Written Apology by the Respondent
 - Written Warning
 - Counseling
 - Censure or reprimand
 - Withholding of promotion and/or postponement or withholding or stoppage of increment
 - Suspension
 - Termination
 - Or any other action that the employer may deem fit.

- to deduct, notwithstanding anything in the service rules applicable to the Respondent, from the salary or wages of the Respondent such sum as it may consider appropriate to be paid to the aggrieved woman or to her legal heirs, as it may determine, in accordance with the provisions of the Act.

Determination of Compensation : For the purpose of determining the sums to be paid to the aggrieved woman, the ICC shall have regard to—

- (a) the mental trauma, pain, suffering and emotional distress caused to the aggrieved woman;
- (b) the loss in the career opportunity due to the incident of sexual harassment;
- (c) medical expenses incurred by the victim for physical or psychiatric treatment;
- (d) the income and financial status of the respondent;
- (e) feasibility of such payment in lump sum or in instalments

In case, the Employer is unable to make such deduction from the salary of the Respondent due to his being absent from duty or cessation of employment it may direct to the Respondent to pay such sum to the aggrieved woman or to her legal heirs. Further, in case Respondent fails to pay such sums, ICC may forward the order for recovery of the sum as arrears of land revenue to the concerned District Officer.

The Employer is required to act upon the recommendations within 15 days from the date of receipt of the recommendation and confirm to the ICC. Post implementation of the actions, follow up with the Complainant should also occur to ascertain whether the behavior has in fact stopped, the solution is working satisfactorily and if no victimization of either party is occurring.

O. Protection against Retaliation:

Regardless of the outcome of the Complaint made in good faith, the Complainant / Aggrieved Woman and any person providing information or any witness, will be protected from any form of retaliation. While dealing with Complaint of sexual harassment, ICC shall ensure that the Complainant, Aggrieved Woman or the Witness(es) are not victimized or discriminated against by the Respondent. Any unwarranted pressures, retaliatory or any other type of unethical behaviour from the Respondent directly or indirectly against the Complainant / Aggrieved Woman should be reported by the Complainant / Aggrieved Woman to ICC as soon as possible. Disciplinary action will be taken by ICC against any such complaints which are found genuine.

P. Punishment for false or malicious complaint and false evidence :

Where the ICC, arrives at a conclusion that the allegation against the respondent is malicious or the aggrieved woman or any other person making the complaint has made the complaint knowing it to be false or the aggrieved woman or any other person making the complaint has produced any forged or misleading document, it may recommend to the Employer, to take action against the woman or the person who has made the complaint.

While deciding malicious intent, the ICC should consider that mere inability to substantiate a Complaint or provide adequate proof need not mean malicious intent and attract action against the Complainant. The malicious intent on part of the complainant shall be established after an inquiry in accordance with the procedure prescribed, before any action is recommended.

Where the ICC, arrives at a conclusion that during the inquiry any witness has given false evidence or produced any forged or misleading document, it may recommend to the Employer of the witness, to take action in accordance with the provisions of the service rules applicable to the said witness or where no such service rules exist, in such manner as may be prescribed.

Q. Penal Consequences of Sexual Harassment :

In case the ICC finds the degree of offence coverable under the Indian Penal Code, then this fact shall be mentioned in its report and appropriate action shall be initiated by the Employer, for making a Police Complaint. Under the Indian Penal Code, (IPC), the newly introduced Section (S. 354A) which deals with Sexual Harassment has made this a 'cognizable offense' i.e. a person charged with Sexual Harassment may be arrested without a warrant.

R. Appeal ;

Any party not satisfied or further aggrieved by the implementation or non-implementation of recommendations, may prefer an appeal to the court or the tribunal in accordance with the provisions of the service rules applicable to the said person or where no such service rules exist then, without prejudice to provisions contained in any other law for the time being in force, the person aggrieved may prefer an appeal in such manner as may be prescribed. The appeal shall be preferred within a period of ninety days of the recommendations.

S. Confidentiality

Prohibition of publication or making known contents of complaint and inquiry proceedings.

It shall be the duty of all the persons including ICC involved to ensure that notwithstanding anything contained in the Right to Information Act, 2005 (22 of 2005), the contents of the complaint, the identity & addresses of the aggrieved woman / complainant / respondent / witnesses, statements, evidence obtained in the course of inquiry process, recommendations of the ICC, action taken by the employer or any information relating to conciliation & inquiry proceedings are considered as confidential materials, shall not be published, communicated or made known to the public, press and media in any manner.

However, information may be disseminated regarding the justice secured to any victim of sexual harassment under this Act without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved woman, complainant, respondent and witnesses.

Penalty for publication or making known contents of complaint and inquiry proceedings :

Where any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or action to be taken under the provisions of this Act, contravenes the aforesaid confidentiality clause, he/she shall be liable for penalty or subject to disciplinary action in accordance with the provisions of the service rules applicable to the said person or where no such service rules exist, in such manner as may be prescribed.

T. Duties of the Employer

Subject to the provisions of the Act and Rules/applicable laws prevalent in the relevant jurisdiction, the duties of the Employer shall be as contained in Annexure G of the policy

U. Interpretation

In all disputes regarding the interpretation of this policy only this English Text shall be considered as being authentic. Unless specifically stated to the contrary, masculine shall include feminine and vice versa wherever relevant.

V. Updating the Contents of this Policy (Additions, Deletions and Revisions)

The provisions of this policy can be altered, added to, varied or substituted from time to time at the discretion of a competent authority as may be designated by the management of Chettinad Group

- **Approvals:** All additions, deletions modifications or revisions to this policy, require the written approval of the Chettinad Group CMD.
- **Responsibilities:** The Group HR is charged with the responsibility for ensuring that the review and implementation of policies, guidelines and procedures related to this policy are maintained and communicated to all employees.
- **Revisions:** Revisions shall be issued by appropriate documentation, which will permit rapid updating of the policy with a minimum of effort. Each revised notification will be numbered in sequence and show clearly the title to which it applies. Instructions for incorporating revisions into the policy will be contained in the notification. The revision will remain in effect until replaced by another formal revision. Policies, guidelines and procedures being replaced shall be identified.
- **Amendment:** The Group HR shall initiate action for releasing any amendment which may happen from time to time to amend this policy in accordance with the revisions or any amendment thereof. Any amendment so made shall apply to all employees.

In case, any of the questions are unanswered in this policy, employees are encouraged to raise any questions regarding this policy with Group HR, which will be answered and become part of FAQs till the release of next amendment of the policy.

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CHETTINAD GROUP**Complaint Form**

Particulars	Details
A. Details of the Aggrieved Woman	
Name & Employee Code	/
Address & Mobile No.	
Employer (Company / Trust / Institution Name)	
Division & Location	/
Department & Designation	/
Immediate Superior (Name & Designation)	
Alternative Contact details of the Aggrieved Woman (Any close relatives, friends, colleagues or family members)	Name & Relationship Address & Mobile No.
B. Details of the Respondent (Provide all the details available/known)	
Name & Employee Code	/
Address & Mobile No.	
Employer (Company / Trust / Institution Name)	
Division & Location	/
Department & Designation	/
Immediate Superior (Name & Designation)	
Alternative Contact details of the Respondent (Any close relatives, friends, colleagues or family members)	Name & Relationship Address & Mobile No.

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C. Details of the Incident	
Date and Time of the Incident	
Place of the Incident	
A narrative description of the incident, including the sequence of events and results of the incident	
Witnesses to the Incident, if any	
Evidence of the Incident, if any	
Names and Contact details of the person(s) with whom the aggrieved woman shared about the incident, if applicable	
Any further relevant details	
D. Details of the Complainant, if complaint filed by any other person	
Name & Employee Code	/
Address & Mobile No.	
Employer (Company / Trust / Institution Name)	
Division & Location	/
Department & Designation	/
Immediate Superior (Name & Designation)	
Alternative Contact details of the Complainant (Any close relatives, friends, colleagues or family members)	Name & Relationship Address & Mobile No.
I _____ hereby declare that the above particulars of facts and information stated are true, correct and complete to the best of my belief and knowledge. Date : _____	
_____ Signature of Complainant	

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Reply of the Respondent

Particulars	Details
A. Details of the Respondent	
Name & Employee Code	/
Address & Mobile No.	
Employer (Company / Trust / Institution Name)	
Division & Location	/
Department & Designation	/
Immediate Superior (Name & Designation)	
Alternative Contact details of the Respondent (Any close relatives, friends, colleagues or family members)	Name & Relationship Address & Mobile No.

C. Details of the Incident	
Date and Time of the Incident	
Place of the Incident	
A narrative description of the incident, including the sequence of events & results of the incident	
Defenses of the Respondent	
Witnesses to support the Respondent	
Evidence supporting the Respondent's defenses	
Any further relevant details	

I _____ hereby declare that the above particulars of facts and information stated are true, correct and complete to the best of my belief and knowledge.

Date :

Signature of Respondent

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CHETTINAD GROUP**Statement of Witness**

Particulars	Details
A. Details of the Witness	
Witness for Complainant or Respondent	
Name & Employee Code	/
Address & Mobile No.	
Employer (Company / Trust / Institution Name)	
Division & Location	/
Department & Designation	/
Immediate Superior (Name & Designation)	

C. Details of the Incident	
Date and Time of the Incident	
Place of the Incident	
Circumstances	
Number of occurrences witnessed	
Reaction to the incident by Complainant/ Respondent	
Evidence of the Incident, if any	
Any further relevant details	

I _____ hereby declare that the above particulars of facts and information stated are true, correct and complete to the best of my belief and knowledge. Further, I hereby confirm that I shall at all times maintain the confidentiality of all information that I am privy to and that may be shared with during the course of the inquiry proceedings. I will not, either directly or indirectly, make any disclosure of any confidential information to any third party.

Date :

Signature of Witness

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Non-Disclosure Undertaking

Date:

I, [_____] [s/o][d/o] [_____] , having his/her permanent residing address at [_____] (hereinafter referred to as "Recipient") , working with [_____] as [_____] hereby execute this undertaking in relation to the complaint filed/to be filed or Inquiry proceedings initiated/to be initiated before the Internal Complaints Committee ("ICC") constituted under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act ("Act"), 2013 by [_____] ("Complainant") against [_____] ("Respondent").

I hereby agree and irrevocably undertake that I shall keep the Complaint, identity and addresses of the Complainant, Respondent, Witnesses, any information relating to conciliation and inquiry proceedings, recommendations of ICC and action taken by the Employer under the Act or any other information related thereto ("Confidential Information") strictly confidential and shall not either willfully or through any other act, omission or negligence, share, distribute, disclose or howsoever cause or induce any other person to share, distribute or disclose either verbally, electronically or in writing any such Confidential Information to any person, other than as required under applicable laws.

I further undertake not to publish, communicate or make known to public, press or media the Confidential Information in any manner whatsoever.

I am aware and acknowledge that in case of breach of this Undertaking, I shall be liable for penal consequences and other consequences in accordance with the services rules and/ or as per applicable laws

Signed by
[_____]

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Settlement through Conciliation

Date:_____

Aggrieved Woman :
Complainant :
Respondent :
ICC Members present :
1.
2.
3.
4.

The Complainant had filed a Complaint dated [_____] with the ICC in relation to certain allegations against the Respondent. The Complaint had been duly taken on record by the ICC and had sent a copy of the Complaint to the Respondent on [_____] i.e., within [_____] days from the date of receipt of the Complaint.

The ICC has not yet initiated an inquiry into this matter.

The Complainant had through her letter dated [_____] requested the ICC to settle the matter between the Complainant and the Respondent.

The parties have thus reached a settlement and the terms of which are as under:

The Respondent shall comply with the aforesaid terms and conditions within [_____] days of the date hereof.

Date:

Name & Signature of the ICC Members

Name : _____

Signature : _____

Name : _____

Signature : _____

Name : _____

Signature : _____

Particulars	Details
Date of Complaint	
Whether the inquiry has been concluded within 90 days from the date of receipt of Complaint	
Evidences relied upon by the Complainant	
Evidence relied upon by the Respondent	
Whether the Complainant requested Conciliation and Settlement of the matter and if YES, the reason why the Complaint was not settled through Conciliation	
Any recommendation for interim action pending completion of inquiry and if YES, the reason for the recommendation	
Detailed facts of the incident	
Whether the incident can be termed as Sexual Harassment under the The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and if YES, the reason for the decision	

POLICY ON PREVENTION OF SEXUAL HARASSMENT OF WOMEN

(PREVENTION, PROHIBITION AND REDRESSAL)

CHETTINAD GROUP

Particulars	Details
Action recommended against the Respondent	
Reasons for the recommending	
Whether the Complainant has filed a criminal action against the Respondent and If YES, details and status of the same	

Date: _____

Name & Signature of the ICC Members

Name : _____	Signature : _____
Name : _____	Signature : _____
Name : _____	Signature : _____

POLICY ON PREVENTION OF SEXUAL HARASSMENT OF WOMEN
(PREVENTION, PROHIBITION AND REDRESSAL)
CHETTINAD GROUP

Duties of the Employer

(as per Section 19 of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013)

The Employer shall :

- a) provide a safe working environment at the workplace with shall include safety from the persons coming into contact at the workplace;
- b) display at any conspicuous place in the workplace, the penal consequences of sexual harassments; and the order constituting, the Internal Committee
- c) organise workshops and awareness programmes at regular intervals for sensitising the employees with the provisions of the Act and orientation programmes for the members of the Internal Committee in the manner as may be prescribed;
- d) provide necessary facilities to the Internal Committee for dealing with the complaint and conducting an inquiry;
- e) assist in securing the attendance of respondent and witnesses before the Internal Committee;
- f) make available such information to the Internal Committee, as it may require having regard to the complaint made
- g) provide assistance to the woman if she so chooses to file a complaint in relation to the offence under the Indian Penal Code or any other law for the time being in force;
- h) cause to initiate action, under the Indian Penal Code or any other law for the time being in force, against the perpetrator, or if the aggrieved woman so desires, where the perpetrator is not an employee, in the workplace at which the incident of sexual harassment took place;
- i) treat sexual harassment as a misconduct under the service rules and initiate action for such misconduct;
- j) monitor the timely submission of reports by the Internal Committee.