

## SONA BLW PRECISION FORGINGS LIMITED

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### **POLICY FOR PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE**

#### **1. Objective**

SONA BLW Precision Forgings Ltd, and its subsidiaries (“**Company/Sona Comstar**”) is an equal employment opportunity company and is committed to creating a healthy working environment that enables employees to work without fear or prejudice, gender bias and a harassment free workplace to all employees without regard to race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin or disability. The Company also believes that all employees of the Company have the right to be treated with dignity. Sexual harassment at the work place or other than work place if involving an employee or employees is a grave offence and is therefore, punishable.

The Supreme Court of India has also directed companies to lay down guidelines and a forum for redressal of grievances related to sexual harassment. This policy takes complete cognizance of the Sexual Harassment at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“**Act**”) and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 (“**Rules**”). The Act provides for protection against sexual harassment of women at workplace and for prevention and redressal of complaints of sexual harassment. The intent behind the Act is to provide women employees, a safe and secure environment, free from sexual harassment.

This policy aims to provide protection to not just women employees against sexual harassment at workplace, but it also includes employees of all genders and provide them a mechanism for the prevention and redressal of complaints of sexual harassment and for the matters connected herewith or incidental thereto.

#### **2. Scope**

The Company is committed to provide a safe and congenial work environment to its employees and ensure that they are not subjected to any form of sexual harassment.

This policy applies to all employees (full time/temporary/part time/ad hoc/daily wage basis/with or without remuneration) of the Company either employed directly or through an agent or contactor, whether working on a voluntary basis or otherwise (whether in office premises or outside while on assignment or work related event) and also includes trainees, probationers, and other employees called by any other such name, who feel they have been sexually harassed at the workplace.

This Policy is deemed to be incorporated in the standing orders of the Company, contract of service and service conditions of all employees of the Company in India. The Company will not tolerate sexual harassment at workplace, even if engaged in by its clients or suppliers or any other business associates.

An alleged act of sexual harassment committed during or outside of office hours including the concept of “notional employment” falls under the purview of this policy.

### 3. **Definitions**

In these rules unless the context otherwise required:

- (i) **“Act”** means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- (ii) **“Rules”** means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013.
- (iii) **“Aggrieved Person/Aggrieved Employee”** means in relation to the workplace, any person of any age, gender/sex (man, woman, transgender), whether employed or not, or an Aggrieved Woman, who alleges to have been subjected to any act of Sexual Harassment by the Respondent at the Workplace.
- (iv) **“Aggrieved Woman”** shall mean a woman, whether employed or not, who alleges to have been subjected to any act of Sexual Harassment at the Workplace.
- (v) **“Accused/Respondent”** means a person against whom the Aggrieved Person has made a complaint of Sexual Harassment.
- (vi) **“Appointing Authority”** means the person who, within the Sona Comstar, is in charge of Appointing/ Disciplinary Authority or Managing Director of the company.
- (vii) **“Complaint”** means a complaint made by the Aggrieved Person as provided in Act.
- (viii) **“Complainant”** means any Aggrieved Person making in writing a Complaint of Sexual Harassment at Workplace as per the provisions of the Act.
- (ix) **District Officer** shall mean a District Magistrate or Additional District Magistrate or the Collector or Deputy Collector that the appropriate Government may notify as a District Officer for every District.
- (x) **“Establishment”** means any office, branch, unit or factory of the Company.
- (xi) **“Employee”** means a person employed with the Company for any work on permanent, deputation, temporary, consultants, part time, Ad hoc 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.

- (xii) **“Employer”** means the head of the institution, office or any person responsible for management, supervision and control of the Workplace.
- (xiii) **“Internal Complaints Committee (ICC)/Committee”** means Committee constituted as per the provisions of the Section 4 of the Act.
- (xiv) **“Local Committee (LC)”** means a committee formed by the District Officer at the district level to investigate Complaint regarding the sexual harassment from establishments where ICC has not been constituted on account of the establishment having less than ten employees or if the Complaint is against the Employer itself.
- (xv) **“Member”** means a member of ICC as nominated by Employer of the Establishment under this Policy.
- (xvi) **“Presiding Officer”** means the presiding officer of the ICC nominated by the Employer management and she will be amongst the employees employed at managerial level in the establishment or any other branch or office of the organization.
- (xvii) **“Sexual Harassment”** includes, but is not limited to any one or more of the following unwelcome or unwanted acts or behavior (whether directly or by implication) namely:
  - (a) Physical contact and/or advances; or
  - (b) a demand or request for sexual favours; or
  - (c) making sexually-colored remarks; or
  - (d) showing or sharing of pornography or any other objectionable content; or
  - (e) unsolicited messages, mail, or in any other means of communications; or
  - (f) any other unwelcome physical, verbal or non-verbal conduct of sexual nature; or
  - (g) any inappropriate conduct of sexual nature during audio/video virtual meetings; or
  - (h) any of the unwelcome or unwanted acts mentioned in (a) to (g) above in a virtual/work from home environment.

A hostile, intimidating and offensive work environment can be created when the submission to or rejection of such conduct is made a condition of the employee’s continued employment, or used as the basis for any employment decisions affecting the employee; or the conduct, if it is unwelcome, severe or pervasive.

For the purpose of the Policy, following circumstances, among other circumstances, if they occur or are present in relation to or connected with any act or behavior of sexual harassment which may amount to Sexual Harassment:

- (a) implied or explicit promise of preferential treatment in their employment;
- (b) implied or explicit threat of detrimental treatment in their employment;
- (c) implied or explicit threat about their present or future employment status;
- (d) interfering with their work or creating an intimidating or offensive or hostile work environment for them; or
- (e) humiliating treatment likely to affect their health or safety.

(xviii) **“Workplace”**, means any place where Aggrieved Person or Respondent or both is/are employed or work(s), or visit(s) in connection with work arising out of or during the course employment, including a dwelling place or house and includes:

- (a) All offices or other premises where the Company’s business is conducted (including its subsidiaries);
- (b) All Company-related activities performed at any other site away from the Company’s premises;
- (c) Any place visited by the Employee arising out of or during the course of employment including transportation provided by the Company for undertaking such journey;
- (d) Any online/digital platform or mode of communication used by the Employees in relation to and during the course of their employment with the Company.

In case the Employees are working from home as part of organizational policy or during any unprecedented situations or otherwise, the Workplace may include the remote place of working determined based on the facts and circumstances of each case. In such case the Workplace may not be restricted to the strict perimeters of the office space and could be extended beyond such physical territory. However, while considering any Complaint arising while working at the remote place, the ICC shall consider all the facts of such Complaint, to qualify it to be registered with the ICC of the Company.

#### **4. General and Emergency Meeting**

The Internal Complaints Committee (**“ICC”** or **“Committee”**) shall meet at regular intervals to create awareness against Sexual Harassment and to ensure prevention and prohibition of Sexual Harassment at Workplace. However, in case, any Complaint is reported pertaining to subjection of Sexual Harassment, the ICC shall hold emergency meeting immediately as per its discretion but not later than 3 working days and will proceed further in accordance with the provisions of the Act and the Rules as it may deem fit for the proper redressal of the matter.

#### **5. Filing of Complaint**

- (i) The Aggrieved Person will make Complaint of Sexual Harassment in writing (**Complaint Form – Annexure A**) to the Committee within period of 3 (three) months from the date of incident of Sexual Harassment and in case of a series of incidents, within a period of 3 (three) months from the date of last incident. The Complainant shall submit the Complaint in writing, to the ICC along with supporting documents and addresses of the witnesses. The Complaint can also be submitted in soft copy at [speakup.sbpl@sonacomstar.com](mailto:speakup.sbpl@sonacomstar.com).
- (ii) Provided further where such Complaint cannot be made in writing, the Presiding Officer or any Member of ICC shall render all reasonable assistance to the Aggrieved Person for making the Complaint in writing.
- (iii) Provided further that the Committee, for the reasons to be recorded in writing, extend the time limit not exceeding 3 (three) months, if it is satisfied that the circumstances were such which prevented the Aggrieved Person from filing a Complaint within the said period.
- (iv) Provided further if the Aggrieved Woman is unable to make a Complaint on account of their physical incapacity, mental incapacity, then the Complaint can be made by their

relative/friend/co-worker/officer of National Commission of Women/ State Women's Commission/ Psychologist or Guardian or by any person who has knowledge of the incident but with written consent of Aggrieved Woman.

- (v) Where an Aggrieved Person is unable to make a complaint on account of his/her physical or mental incapacity or death or otherwise, his/her legal heir or such other person as may be prescribed may make a complaint. Any supervisor or manager who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy is to report immediately to the Committee.
- (vi) Where the Aggrieved Person is dead, a Complaint may be filed by any person who has knowledge of the incident with written consent of their legal heir.
- (vii) The Complaint by the Aggrieved Person should contain all the material and relevant details concerning the alleged Sexual Harassment including the name of Respondent. In case the Complaint is not in writing, the ICC will render all reasonable assistance to the Aggrieved Woman for making the Complaint in writing.

## **6. Conciliation**

- (i) Before the commencement of enquiring into the Complaint, the ICC may take steps to settle the matter by conciliation, if Aggrieved Person requests for the same.
- (ii) The settlement so arrived between the parties during the conciliation, shall be recorded and shall be binding upon Complainant and Respondent.
- (iii) Thereafter, the copy of settlement shall be sent to the Employer for implementing the same as per the terms of said settlement and recommendation of the committee. Copy of the settlement shall also be provided to the Complainant as well as to the Respondent.
- (iv) No monetary settlement shall be made as a basis of conciliation.
- (v) If ICC is informed by the Aggrieved Woman that any terms or conditions of the settlement have not been complied with, ICC will take further steps as it considers appropriate and necessary for disposal of the matter.
- (vi) Where the settlement is arrived at under the conciliation process, no further inquiry will be conducted by the Committee.
- (vii) The process specified herein will be followed in the case the conciliation is held on a digital platform.

## **7. Enquiry into Complaint: Redressal Process**

- (i) In case no settlement is arrived at under the conciliation process, or the Aggrieved Person informed the Committee that there has been a breach of the terms of the settlement, if the Respondent is an employee, the inquiry will be as under this clause 7.

- (ii) If the Respondent is an employee of an agent or contractor of the organization, or a third party, the Committee will inform the Respondent's employer to take appropriate action.
- (iii) The ICC on receipt of the Complaint from Aggrieved Person shall send one of the copies of Complaint to the Respondent within 7 (seven) days of receipt of said Complaint.
- (iv) The Respondent shall file his/her reply along with his/her list of documents and names and addresses of witnesses within a period of 48 hours from the date of receipt of the copy of Complaint of Aggrieved Person along with documents but in any case not exceeding 10 (ten) working days. A copy of the written explanation or a summary thereof shall be shared with the Aggrieved Person.
- (v) The ICC shall make enquiry into the Complaint in accordance with the principles of natural justice.
- (vi) The ICC shall have the right to terminate the enquiry proceedings or to give an *ex-parte* decision on the Complaint, if the Complainant or Respondent fails, without sufficient cause, to present herself or himself for 3 (three) consecutive hearings convened by Presiding Officer. A 15 (fifteen) days' notice will be given to the party before passing any *ex-parte* order.
- (vii) The parties shall not be allowed to bring any legal practitioner to represent them in their case at any stage of the proceedings before the Committee.
- (viii) For the purpose of making an enquiry, the ICC shall have the same powers as are vested in the civil court under the Code of Civil Procedure, 1908 when trying a suit in respect of following matters namely:
  - (a) Summoning and enforcing the attendance of any person and examining on oath;
  - (b) Requiring the discovery and production of documents; and
  - (c) Any other matter which may be prescribed by law from time to time.
- (ix) On receiving a Complaint of Sexual Harassment, the ICC shall conduct an enquiry into the Complaint by interviewing the Complainant and Respondent and any witnesses, determining if there are individuals with direct or indirect information regarding the Complaint, and, if so, by interviewing them or by obtaining information from such other persons or recording their statements and making such enquiries as it thinks fit. The Respondent and the Complainant shall have the right to adduce their respective witnesses apart from themselves subject to be cross examined by other party.
- (x) The Respondent will be allowed to be represented by himself and shall not be allowed to be represented by any outsider.
- (xi) The ICC will complete its enquiry within 90 (ninety) days from the date of receipt of the Complaint. In case of extension of timeframe, the ICC only after proper reasoning and cause recorded during the proceedings shall extend the timeframe for concluding the ICC proceedings in reference to a matter of complaint.

- (xii) If the Complainant or Respondent desires to examine any witness or tender any documents before the Committee, the same will be permitted. Copy of the same will be provided to the opposite party as well.
- (xiii) During the course of enquiry, the Complainant and the Respondent will be called separately to ensure freedom of expression and an atmosphere free of intimidation as the ICC may deem fit and proper in the given circumstances.
- (xiv) In case during the conciliation or cross-examination, if the complainant, witness or respondent do not wish to have face to face hearing the ICC shall opt the best mechanisms as per the provision under the law.
- (xv) The ICC shall adopt the legal procedure for carrying out the enquiry having regard to the sensitive nature of the Complaint and the respective position of the parties keeping in view the principles of natural justice.
- (xvi) The Committee will provide a report of its findings and recommendations to the Employer generally within 10 (ten) days of completion of the enquiry.
- (xvii) The Committee shall also provide copy of said report to the concerned parties.
- (xviii) ICC reserves its rights during the pendency of enquiry, on a written request for Aggrieved Person, the ICC may recommend to the Employer to:
  - (a) Transfer the Aggrieved Person to any other Workplace;
  - (b) Grant leave to the Aggrieved Person;
  - (c) Grant any other relief as may be prescribed by Rules to the satisfaction of the Aggrieved Person.
- (xix) The leave granted to Aggrieved Person under this clause shall be, in addition to the leave he/she is entitled to otherwise.
- (xx) The Committee will maintain a register to endorse the complaint received by it and keep the contents confidential, if it is so desired, except to use the same for discreet investigation.
- (xxi) In case of a virtual inquiry proceedings/hearings, the Committee will follow the same process as specified here in this clause 7.

## **8. Interim orders/ relief**

The Aggrieved Person can seek an interim relief and the Committee is empowered to pass an interim order during the pendency of the enquiry proceedings. The Committee can grant such other relief to the Aggrieved Person as it deems fit in the facts of the case and not to the prejudicial to the principle of equity.

## **9. Protection against victimization**

The ICC has an obligation to ensure that a person who lodges a complaint in good faith and without malice is protected, and will not allow a person raising a concern to be victimized for

doing so. In the unfortunate event where, despite the best of precautions, the Complainant would be victimized, the ICC will treat this as a serious matter and take disciplinary action against the perpetrator.

#### **10. Deviations**

Subject to the Act and the Rules, any deviations to this policy require approval from the Audit Committee of the Company. The Audit Committee reserves the right to modify or terminate this policy without prior notice.

#### **11. Criminal proceedings**

Where such conduct amounts to a specific offence under Section 509, Indian Penal Code, 1860 (“IPC”) or under any other law, the Company may as per the request of aggrieved shall initiate appropriate action in accordance with law with the appropriate Authority.

#### **12. Confidentiality**

- (i) The Company is committed to handle matters regarding Sexual harassment with sensitivity and confidentiality will be maintained throughout the redressal process. An employee is however encouraged to identify himself/ herself when making the report so that information can be investigated promptly and thoroughly. Publishing/communicating or in any other manner making known to the public, press or media / social media any information in relation to the contents of the complaint, the identity and addresses of the Complainant, accused and witnesses, the conciliation and inquiry proceedings, recommendations of the Committee, or the action taken by the Company is prohibited.
- (ii) The contents of Complaint, the identity and address of the Aggrieved Person, Respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the ICC or the Local Committee, as the case may be, and the action taken by the Employer or the District Officer under the provisions of the Act shall not be published, communicated or made known to the public, press and media in any manner;
- (iii) 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 the Act and the Rules, contravenes the provisions of Section 16 of the Act, he shall be liable for penalty 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.

#### **13. Action for false Complaint**

Where the Committee arrives at conclusion that the allegation against the Respondent is malicious or the Aggrieved Person or any other person making an allegation has produced false or misleading documents/evidence, it may recommend to the Management to take action against the person making false allegation.

A mere inability to substantiate a complaint or provide adequate proof need not attract action against the complainant under the Act. Malicious intent on the part of the complainant shall be

established after the enquiry in accordance with the procedure prescribed, before any action prescribed.

**14. Appeal**

The Aggrieved Woman or the Respondent or any person aggrieved from the recommendation made by the ICC may prefer an appeal to the Appellate Authority notified under Industrial Employment (Standing Orders) Act, 1946 within 90 days of the recommendations made by the Committee as provided under said Act and the Rules.

**15. Interpretation**

On any occasion or any doubt, differences or dispute in respect of proper interpretation of any terms, condition or clause hereof, the resolution of dispute or the interpretation of such clause given by the Management shall always be final and binding between the parties. The Company reserves the right to review and revise this policy at any point of time. This policy shall supersede any other previous policies/communications on the subject.

Nothing contained in this policy shall prejudice any right available to the Aggrieved Employee from seeking any legal remedy under the National Commission of Women Act, 1990, Protection of Human Rights Commission Act, 1993 or under the IPC and or any other rule for the time being in the force.

**16. Disclaimer**

This document is the sole property of the Company and may not be copied, used or disclosed for any purposes except as authorized in writing by the Company. The provisions of this policy shall prevail in case of any inconsistency arise with other policy terms.

**17. Conclusion**

At Sona Comstar, it has been the constant effort of all the employees in creating conducive work environment where the relationship between employees of all genders is extremely cordial. However, the objective of this policy is to create awareness amongst the employees. There has also been alteration in statute and therefore it would be the responsibility of HR team and business heads to conduct regular sessions/training programs on such important issue and create an excellent, comfortable work environment for the employees.

**ANNEXURE - A**

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Complaint Form regarding reporting of incident of Sexual Harassment to the Internal Complainants Committee (ICC) of Sona Comstar formed under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“Act”).

To file a written complaint regarding alleged sexual harassment, please fill this form completely and submit it by hand delivery, fax or e-mail to an ICC Member.

|   |  |
|---|--|
| Complainant’s Name  |  |
| Designation Role  |  |
| Department/Place of work & address of Complainant   |  |
| Phone Number  |  |
| Date of Incident ( <i>if more than one event please report each event on a separate form.</i> ) |  |
| Name of Accused   |  |
| Designation/Role of Accused   |  |
| Department/Place of work and Work address of Accused  |  |
| Working Relationship, if any with the Accused   |  |

\*All the information will be kept confidential and privacy will be maintained

1. Complete description about the incident leading to this complaint of alleged Sexual Harassment along with evidence, if any, including the date, time and place of the incident:

.....

2. How did you react to the situation? Did you take any action to stop the perceived inappropriate behaviour of Sexual Harassment?

.....

3. In relation to your complaint, describe/state if there has been any implied or explicit promise of preferential treatment in your employment; or implied or explicit threat of detrimental treatment; or implied or explicit threat about your present or future employment status; or

interference with your work; or creation of an intimidating/offensive/hostile work environment; or any humiliating treatment which has affected your health and safety.

.....

4. Are there others who may have witnessed this alleged incident of Sexual Harassment? If so please provide their name(s):

|                         |  |
|-------------------------|--|
| Name                    |  |
| Designation/Role        |  |
| Department and Location |  |
| Date                    |  |

5. Whether the witness will be to depose before the ICC (ICC)?

.....

6. Are you aware of any similar incident which others may have faced/others who may have experienced similar alleged Sexual Harassment by the accused named above? If so, please provide their name(s).

.....

7. Is there any physical evidence (phone call records, what's up messages, video, audio message, CCTV camera recordings, SMS, email/similar platform) that supports your complaint? If so, please describe or attach copy of evidence.

.....

8. Please describe efforts, if any, you have made to resolve your incident/Complaint informally and the responses to your efforts, if any.

.....

9. Did you communicate about this incident with anyone? If yes, please share the details.

|             |  |
|-------------|--|
| Name        |  |
| Designation |  |

|            |  |
|------------|--|
| Department |  |
| Date       |  |

10. Has a report regarding these incidents been filed with any other organization/agency, including police?

.....

11. The Act provides that before the process of inquiry, a conciliation can be undertaken to deal with the complaint of sexual harassment. Please let us know if you would want the Company to undertake the process of conciliation.

.....

12. Any other details / information you intend to disclose:

.....

|   |        |
|---|--------|
| <p>I ..... (name) ..... (designation/role) solemnly state on oath that the above information provided / stated by me in this Complaint is true to the best of my knowledge and belief and that it conceals nothing and that no part of it is false.</p> <p>I am willing to cooperate fully in the investigation related to my Complaint and provide all necessary evidence to the ICC of the Company.</p> |        |
| Name:   | Date:  |
| Signature of Complainant:   | Place: |

\*Any attempt to make a false complaint (knowing it to be false) or if the Complainant has produce any forged or misleading document / content to the ICC, may invite action as per Sec 14 of the Act. However, mere inability to substantive a Complaint or provide adequate proof need not attract action against the Complainant.