



Policy for Protection of Women's Rights at Workplace

Version 2.0 / January 2025



LARSEN & TOUBRO

Record of Release:

Version No.	Doc. ID	Created by	Reviewed by	Authorized by	Release Date	Remarks
2.0	4758	Serena Pereira	Namarata Verma	Dr. C. Jayakumar	1 st January 2025	Definition of workplace



1. Introduction

L&T believes that every Employee should have the opportunity to work in an environment free from any conduct which can be considered as sexual harassment. Sexual Harassment infringes the fundamental right of a woman to gender equality under Article 14 and 15 of the Constitution of India and her right to life and live life with dignity under Article 21 of the Constitution of India which includes right to a safe environment free from sexual harassment.

The right to protection from sexual harassment and right to work with dignity are recognized as universal human rights by International Conventions such as Convention on the Elimination of all Forms of Discrimination against Women, which has been ratified by Government of India. Also, the Supreme Court of India had laid down the fundamental guidelines to address the issue of sexual harassment. Consequentially the Government of India enacted The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("**Act**") which was published in Gazette of India on 22nd April 2013 and The Sexual Harassment of Women at Workplace (Prevention, Prohibition And Redressal) Rules, 2013 ("**Rules**") which was published in Gazette of India on 09th December, 2013.

2. Objective

L&T is committed to treating every Employee with dignity and respect. To reinforce L&T's commitment to foster and create a workplace which is safe and free from any act of Sexual Harassment; the Policy encompasses the following objectives.

- 2.1. To define Sexual Harassment.
- 2.2. To lay down the guidelines for reporting acts of Sexual Harassment at the workplace; and
- 2.3. To provide the procedure for the resolution and redressal of complaints of Sexual Harassment.

3. Applicability

- 3.1. This Policy is based on the laws of India and therefore the Policy is applicable to all L&T establishments located in India including all employees of L&T, irrespective of their level, rank, or designation, across all departments, functions, and operations.
- 3.2. This Policy is also applicable to Employees visiting L&T's establishments in India.
- 3.3. Unlisted subsidiaries and joint ventures shall adopt this Policy and ensure compliance to the Act. The listed companies under L&T group will have their separate Policy and ensure compliance to the Act.
- 3.4. Where sexual harassment occurs as a result of an act of commission or omission by any Third Party, L&T will take all steps necessary and reasonable to assist the affected person/victim.

4. Definitions

- 4.1. "**Aggrieved Woman**" means;
 - 4.1.1. in relation to a workplace, a woman, of any age whether employed or not, who alleges to have been subjected to any act of sexual harassment by the Respondent.
 - 4.1.2. in relation to a dwelling place or house, a woman of any age who is employed in such a dwelling place or house.
- 4.2. "**Committee(s)**" means committee(s) formed by L&T for redressal of complaints of Sexual Harassment in accordance with the procedure laid down in this Policy.
- 4.3. "**Complaint**" means any complaint (written or oral form) made by a female Employee against any other employee within L&T or any Third-Party having business dealings with L&T.



- 4.4. **"Handbook"** means the Handbook released by the corporate office of L&T, comprising the procedure to handle and redress the Complaints and take necessary preventive and punitive action to handle sexual harassment Complaints for the use of Committees.
- 4.5. **"Employee"** means a person employed for any work on a regular, temporary, ad hoc, or daily wage basis, either directly or by 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 expressed or implied and includes a domestic worker, a co-worker, a contract worker, probationer, trainee, apprentice or by any other name called. Explanation: The aforesaid definition of 'Employee' shall be used only for the purposes of the Policy and cannot be used to claim the rights of an employee conferred by any law for the time being in force.
- 4.6. **"Employer"** means;
- 4.6.1. In relation to any department, organization, undertaking, establishment, enterprise, institution, office, branch or unit, the head of that department, organization, undertaking, establishment, enterprise, institution, office, branch, or unit.
- 4.6.2. In any workplace not covered under (4.6.1) above, any person responsible for the management, supervision, or control of the workplace. Explanation: For the purposes of this definition "management" includes the person or board or committee responsible for the formulation and administration of policies for such an organization.
- 4.7. **"L&T"** means Larsen & Toubro Limited, an existing company under the Companies Act, 2013, having its registered office at L&T House, Ballard Estate, N.M. Marg, Mumbai 400 001, Maharashtra, India. This is in the context of definitions mentioned hereinabove.
- 4.8. **"Policy"** means this policy for the Protection of Women's Rights at Workplace including any order in relation to this Policy and the Handbook for Handling Complaints.
- 4.9. **"Respondent"** means a person against whom the Aggrieved Woman has made a Complaint.
- 4.10. **"Sexual Harassment"** means and includes any one or more of the following unwelcome acts or behavior (whether directly or by implication) namely: -
- 4.10.1. physical contact and advances; or
- 4.10.2. a demand or request for sexual favors; or
- 4.10.3. making sexually colored remarks; or
- 4.10.4. showing pornography; or
- 4.10.5. any other unwelcome physical, verbal, or non-verbal conduct of a sexual nature.
- 4.11. **"Circumstances of Sexual Harassment"** means the following circumstances, among other circumstances, if it occurs or is present in relation to or is connected with any act or behavior of sexual harassment that may amount to sexual harassment: -
- 4.11.1. implied or explicit promise of preferential treatment in her employment; or
- 4.11.2. implied or explicit threat of detrimental treatment in her employment; or
- 4.11.3. implied or explicit threat about her present or future employment status; or
- 4.11.4. interference with her work or creating an intimidating or offensive or hostile work environment for her; or
- 4.11.5. humiliating treatment likely to affect her health or safety.



- 4.12. **"Third Party"** means and includes any person not on the rolls of L&T but interacts with the employees such as consultants, retainers, customers, vendors, suppliers, contract workers, trainees, or any outside visitor within or outside L&T.
- 4.13. **"Workplace"** means and includes –
- 4.13.1. any private sector organization or a private venture, undertaking, enterprise, institution, establishment, society, trust, non-governmental organization, unit, or service provider carrying on commercial, professional, vocational, educational, sports, entertainment, industrial, health services or financial activities including production, supply, sale, distribution, or service.
 - 4.13.2. any office or actual place of work including any department, organization, undertaking, establishment, enterprise, institution, branch, or unit and site which are owned, controlled, or financed directly or indirectly by funds provided by L&T.
 - 4.13.3. any place visited by any Employee of L&T in connection with or during the course of employment, including any mode of transport provided by L&T for travel, transit house, holiday homes, training centers, or medical centers.
 - 4.13.4. any place for any event in connection to work including places where an employee is present for work-related activities, such as meetings, training, conferences, or social events sponsored by L&T
 - 4.13.5. any virtual platform for work including emails, video calls, virtual meeting platforms or messaging apps.

5. Structure of Committees

- 5.1. To ensure implementation and compliance with the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act 2013 and ensure coverage across all the locations in India, two Apex Committees have been constituted.
- 5.1.1. One Apex Committee is for Construction ICs and the units of L&T Group in the South.
 - 5.1.2. The other Apex Committee covers all the units of L&T Group in the North, East and West other than Construction ICs.
- 5.2. The Apex Committees will constitute the Internal Complaints Committees across administrative units under their jurisdiction.

6. Composition of Committees

- 6.1. As per the Act, every employer of a workplace shall, by an order in writing, constitute a Committee to be known as the Internal Complaints Committee **"ICC"**.
- 6.2. The ICC shall consist of the following members nominated by the employer, namely:
- 6.2.1. The Presiding officer who shall be a woman employed at a senior level at the workplace from amongst the employees.
 - 6.2.2. Provided that in case a senior-level woman employee is not available, the Presiding Officer shall be nominated from other offices or administrative units of the workplace.
 - 6.2.3. Provided further that in case the other offices or administrative units of the workplace do not have a senior-level woman employee, the Presiding Officer shall be nominated from any other workplace of the same employer or other department or organization.
 - 6.2.4. Not less than two Members from amongst employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge.



- 6.2.5. One member from amongst non-governmental organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment.
- 6.2.6. Provided that at least one-half of the total Members so nominated shall be women.
- 6.2.7. The Presiding Officer and every Member of the ICC shall hold office for such period, not exceeding three years, from the date of their nomination as may be specified by the employer.
- 6.2.8. The Member appointed from amongst the non-governmental organizations or associations shall be paid such fees or allowances for holding the proceedings of the ICC, by the employer, as may be prescribed.
- 6.2.9. As mentioned hereinabove, the ICC shall consist of a minimum of four members. While conducting the inquiry, it is mandatory that a minimum of three Members of the ICC (including the Presiding Officer or Chairperson) should be present. The Inquiry Committee shall preferably have one (1) external member from the ICC.
- 6.2.10. The location-specific ICC shall also cover all establishments including unlisted subsidiaries and joint venture Companies where the strength of female employees is less or minimum.

7. Procedure

- 7.1. Any Aggrieved Woman may make, in writing, a Complaint of Sexual Harassment as per Annexure I: Template for Reporting Sexual Harassment to the ICC within a period of three months from the date of incidents, and in case of a series of incidents, within a period of three months from the date of last incident.
- 7.2. Provided that where such Complaint cannot be made in writing, the Presiding Officer or any Member of the ICC shall render reasonable assistance to the Aggrieved Woman for making the Complaint in writing.
- 7.3. Provided further that 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 Aggrieved Woman from filing a Complaint within the said period.
- 7.4. 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 under the Rules may make a Complaint.
- 7.5. The ICC, may, before initiating an inquiry and at the request of the Aggrieved Woman take steps to settle the matter between her and Respondent through conciliation as per the provisions of the Act.
- 7.6. Provided that no monetary settlement shall be made as a basis of conciliation.
- 7.7. Keeping in mind the criticality of the responsibility that has been bestowed upon the Committees, it is necessary for them to operate within realistic and reasonable time frames for the resolution of Complaints, depending upon the magnitude of seriousness. In any case, the Committees should initiate action expeditiously on Complaints received. The Committee should complete the inquiry process within a period of three months (90 days).
- 7.8. The Committee at the written request of the Aggrieved Woman may recommend to L&T to restrain the Respondent from reporting on the work performance of the Aggrieved Woman or writing her confidential report and assign the same to another officer.
- 7.9. The redressal procedure should be as per the procedure prescribed under the Act and the Rules. The process of handling the Complaints is also detailed in the Handbook.



- 7.10. A copy of the full enquiry report along with all the annexures of the Complaint post completion of investigation process shall be made available by the Committee to the Employer.
- 7.11. A copy of the report shall be provided to the Aggrieved Woman and the Respondent respectively. It must be ensured that the identity of the witnesses is kept strictly confidential.

8. Duty of the Employer

- 8.1. Provide a safe working environment at the Workplace which shall include safety from the persons coming into contact at the Workplace; Display at any conspicuous place in the Workplace, the penal consequences of Sexual Harassment; and the order constituting the ICC.
- 8.2. Organize workshops and awareness programs at regular intervals for sensitizing the employees with the provisions of the Act and orientation programs for the members of the ICC. The training for ICC Members should address the procedures of investigations, skills necessary for enquiries and documenting the procedures.
- 8.3. Provide necessary facilities to the ICC for dealing with the Complaint and conducting an inquiry.
- 8.4. Assist in securing the attendance of Respondent and witnesses before the ICC.
- 8.5. Make available such information to the ICC as it may require having regard to the Complaint.
- 8.6. Provide assistance to the Aggrieved Woman if she so chooses to file a Complaint in relation to the offense under the Indian Penal Code or any other law for the time being in force.
- 8.7. In the event the Respondent is not an Employee then provide necessary support and assistance to the Aggrieved Woman.
- 8.8. Treat Sexual Harassment as misconduct under the service rules and initiate action for such misconduct.
- 8.9. Monitor the timely submission of reports by the ICC.
- 8.10. To include necessary information in the annual report of the organization as per the Act.

9. Protection against False Accusations

- 9.1. False or malicious accusations of Sexual Harassment can have serious or devastating effects on innocent Employees.
- 9.2. All Employees should note that Complaints of Sexual Harassment should be factual and true. If after investigation it becomes clear that the Aggrieved Woman or any other person making the Complaint, made a false accusation (including producing forged or misleading document) against the Respondent, the Aggrieved Woman or any other person making the Complaint would become liable for appropriate disciplinary action.
- 9.3. A mere inability to substantiate a Complaint or provide adequate proof need not attract action against the complainant.
- 9.4. The malicious intent on the part of the complainant shall be established after an inquiry in accordance with the procedure prescribed before any action is recommended.

10. Disciplinary Action for Sexual Harassment

- 10.1. Any Employee found guilty of Sexual Harassment shall be liable to disciplinary action.
- 10.2. The ICC shall recommend to the Employer, to take any action including a written apology, warning, reprimand, or censure, withholding of promotion, withholding of pay rise or increments, terminating the respondent from service or undergoing a counseling session or carrying out community service.



11. Confidentiality

- 11.1. The Minutes of the Meeting of the Committees, the findings, recommendations, decisions of the Committees and any document or any verbal communication shall be kept strictly confidential, and the members shall not divulge the details to any other employee within L&T or to any person outside L&T.
- 11.2. Also, to other employees involved in such discussions, the members should emphasize the necessity for maintaining confidentiality and the consequences of possible disciplinary action in case of transgression.

12. Implementation

- 12.1. The provisions of this Policy are in accordance with the Act. The provisions of the Act shall be in addition to and not in derogation of the provisions of any Indian law in force from time to time.

13. General Instructions

- 13.1. **Interpretation:** The power to interpret the above rules rests solely with the management and their decision on the interpretation of this policy or any terms shall be binding. Any deviation from any term of this policy shall be at management's discretion.
- 13.2. **Policy Changes:** The policy or any of its terms are subject to modification, amendments, withdrawal, or alterations at management's discretion at all times, based on business or statutory requirements. Therefore, the management at all times, reserves the right to update, alter, amend, cancel, and/or withdraw, without notice, any or all the terms/rules under the policy.
- 13.3. **Supersession:** The above policy is issued in supersession of all earlier policies on the subject.

DR. C. JAYAKUMAR
EXECUTIVE VICE PRESIDENT & HEAD
CORPORATE HUMAN RESOURCES



Annexure I: Template for Reporting Sexual Harassment

To: The Committee for Protection of Women’s Rights at Workplace

Sexual Harassment Details:

Who is/are the person/s involved in this sexual harassment case? Please provide the name, designation, location, Business Unit, and relationship with you (e.g., supervisor, colleague etc.)

Critical Incidents and Factual Data:

1. Please describe the incident/s
2. List of supporting information/data that the Committee can seek from you while investigating the Complaint. E.g., exact date/s, place/s of incidents/s, witnesses, if any, text messages, pictures, emails etc.

Date: _____

Location: _____

Name of Complainant: _____

Mobile Number: _____

Email id (official): _____

Signature of the Complainant: _____