

PPIT ASSIGNMENT 02

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Q1. What were the mistakes made by the iGate management made while terminating Mr. Murthy?

Ans. The way in which iGate terminated Mr. Murthy from his position can be classified under as 'wrongful dismissal' i.e. A fair dismissal of an employee but violating a contract. The company improperly used the *reporting policy* to fire Mr Murthy from his job, since Mr Murthy was able to produce a letter signed from an independent director that the board of the company was aware of Mr Murthy's relationship with Araceli Roiz.

The company also withheld Mr Murthy's stock options valued at around \$ 18.3 Million which were previously promised to him by the company.

Given the above details of the case, Mr Murthy had a strong case in his favor and according to internet resources ([Mr Phaneesh Murthy settles sexual misconduct battle with IGATE](#)) he and iGate were able to reach an out of court settlement of \$4.6 million.

Q2. On what ground Mr. Murthy go to the court against the acquisition of Breach of Agreement?

Ans. Mr Murthy filed a suit against iGate under the clauses of wrongful termination by misusing the company's reporting policy. According to Mr. Murthy the company also wrongfully withheld more than 50,000 of vested stocks, which were valued for around \$18 million, Mr. Murthy also sued his company for the losses this suit incurred to his reputation.

Q3 A.

SlowFastians (SFs) Perspective:

1. Retention Challenges:

- Ensure competitive compensation and growth opportunities for team satisfaction.
- Implement retention strategies and incentives to acknowledge high-performing individuals.

2. Diversity in Skill Set:

- Actively attract diverse talent through various platforms and communities.
- Implement cross-functional training and foster an inclusive culture.

3. Scaling Team Size:

- Develop a scalable hiring strategy for quick onboarding.
- Utilize technology and partnerships to efficiently manage and scale the team.

MK Private Perspective:

1. Quality Assurance:

- Implement a robust quality assurance process for UI/UX design work.
- Establish clear communication channels and regular feedback sessions.

2. Cost Efficiency:

- Focus on cost-effective solutions without compromising quality.
- Maintain transparency in cost structures and explore alternative approaches.

3. Adherence to SLA:

- Implement efficient project management practices for timely deliverables.
- Foster a collaborative relationship to address SLA-related issues promptly.

Q3 B.

Initially, MK Private included a clause in the SLA specifying that any disputes related to the services provided by SlowFastians (SFs) would be resolved through litigation. However, SFs, recognizing the potential challenges and costs associated with litigation, proposed an amendment to include an alternative dispute resolution (ADR) mechanism, such as arbitration or mediation.

Amendments:

- MK Private's Initial Clause: Litigation for dispute resolution.
- SFs Amendment: Proposal for alternative dispute resolution (ADR), considering arbitration or mediation as a cost-effective and expedient resolution method.

This conflict of interest reflects the tension between MK Private's preference for litigation and SFs' desire for a more collaborative and efficient dispute resolution process through ADR. The amended clause aims to strike a balance that is mutually beneficial for both parties.

Q3 C.

5.1 Manner of Providing Services for MK Private:

MK Private expects its service providers to have a deep understanding of MK's business, systems, and technology. MK's engagement of external resources shall not diminish its service provider's obligations. All personnel must maintain professionalism, adhere to MK's rules, and undergo background checks. Service provider is responsible for the actions of its team and must collaborate with MK's partners when required.