



Ayana Legal

THE BUZZ

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Monthly Newsletter By Team Ayana Legal

Legislations prohibiting double employments

Though there is no one overarching labour law preventing double employments, certain laws governing only particular places of employment have prohibited moonlighting:

- Section 60 of The Factories Act, 1948 - Restriction on double employment
- Section 8 under Schedule I-B of the Industrial Employment (Standing Orders) Central Rules, 1946 - Exclusive Service
- Section 65 of the Bombay Shops and Establishments Act, 1948 - Restriction on double employment on a holiday or during leave
- Section 9 of the Delhi Shops and Establishments Act, 1954 - Restriction on double employment

MOONLIGHTING

Moonlighting refers to the practice of individuals taking up a second job while already being primarily employed in another. While the practice of moonlighting itself isn't something that recently gained traction, the lingering effects of the pandemic and changing socio-economic realities have increased the motivation of individuals to take up multiple jobs.

The issue of moonlighting was recently brought to the forefront by WIPRO firing around 300 employees who were found to be moonlighting. Soon after this incident other IT and tech companies such as Infosys too have cautioned employees against moonlighting, warning them to take heed to the terms of the employment agreement.

Other companies like Swiggy, have adapted to changing trends and introduced a 'moonlighting policy' allowing employees to take up projects after working hours - something almost unheard of until now.

In determining whether moonlighting would be prejudicial to the interests of the primary employer where the person is engaged one must look into the terms of the employment agreement.

Though no explicit clause may be mentioned, some terms in the agreement may import the understanding that moonlighting may be prohibited.

A Penny For Your Thoughts?

"If workers are more insecure, that's very 'healthy' for the society, because if workers are insecure, they won't ask for wages, they won't go on strike, they won't call for benefits; they'll serve the masters gladly and passively. And that's optimal for corporations' economic health."

- Noam Chomsky

"Only in our dreams are we free. The rest of the time we need wages."

- Terry Pratchett

Thank You

We at Ayana Legal thank you for your continued support and subscription to our newsletter and capsules. We look forward to being back with the next edition soon.

Disclaimer

This newsletter is solely for the purpose of providing information and the content provided is not and should not be construed as legal advice.

Non-Compete Clauses

Generally this clause prevents an employee, on termination of his employment, from joining or starting a competing business in the same market for a certain duration of time. This clause is provided for with the aim to prevent other employers from taking undue advantage of any confidential information, trade secrets or business practices that the employee may have become aware about during the course of his employment.

Confidentiality Clauses

As an employee of the company, one may come across certain sensitive information that is not to be disclosed to third parties, which would otherwise hamper the functioning of the company and its business. The disclosure of such information is protected through confidentiality clauses enumerating what would constitute the confidential information and the duty upon either of the parties to not disclose it during the term of employment and after termination too.

Non-Solicitation Clauses

This clause will usually stipulate that during the term of employment with a company, or for a certain period of time after termination, the employee shall not solicit any of the company's clients or other employees for a competing business or for his own personal benefit.

Intellectual Property Clauses

Generally employment agreements will include clauses stating that all intellectual property created by an employee during the course of employment, its subsisting rights shall be assigned to the employer. This again is to prevent any information or knowledge from being leaked out of the company to other firms.