

I/18352/2018

Government of West Bengal  
Labour Department  
I.R. Branch  
N.S. Buildings, Block-A, 12<sup>th</sup> Floor,  
1, K.S. Roy Road, Kolkata-700 001.

No. Labr./505/(LC-IR)  
IR/11L-161/2014

Dated, Kolkata, the 17<sup>th</sup> July, 2018.

ORDER

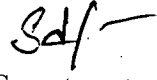
WHEREAS under the Government of West Bengal, Labour Department Order No.11-IR/11L-161/14 dated 02.01.15 the Industrial Dispute between M/s. Suhana Rubber Products, Basanti Road, Borali Ghat, P.O. – B-Narayanpur Malancha, P.S. – Bhangar, Dist. – South 24-Parganas and their alleged workmen represented by Suhana Rubber Products Permanent Shramik Union, 50/1, Nirmal Chandra Street, Kolkata – 700012 regarding the issue mentioned in the said order, being a matter specified in the Second Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Fourth Industrial Tribunal, West Bengal.

AND WHEREAS the Judge of the said Fourth Industrial Tribunal, West Bengal, has submitted to the State Government its award on the said Industrial Dispute.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Governor is pleased hereby to publish the said Award as shown in the Annexure hereto.

ANNEXURE  
(Attached herewith)

By Order of the Governor

  
Deputy Secretary to the  
Government of West Bengal.

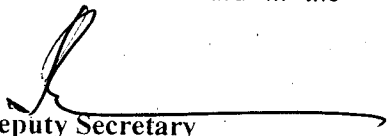
No. Labr./505/1(5)/(LC-IR)

Dated, Kolkata, the 17<sup>th</sup> July, 2018.

Copy, with a copy of the Award, forwarded for information and necessary action to :-

1. M/s. Suhana Rubber Products, Basanti Road, Borali Ghat, P.O. – B-Narayanpur Malancha, P.S. – Bhangar, Dist. – South 24-Parganas.
2. Secretary, Suhana Rubber Products Permanent Shramik Union, 50/1, Nirmal Chandra Street, Kolkata – 700012.
3. The Assistant Labour Commissioner, West Bengal In-Charge, Labour Gazette.
4. The Labour Commissioner, West Bengal, New Secretariat Buildings, 1, K. S. Roy Road, (11<sup>th</sup> floor), Kolkata-700 001.
- ✓ 5. The O.S.D., IF Cell, Labour Department, with the request to cast the Award in the Department's website.

No. Labr./505/2(2)(LC-IR)

  
Deputy Secretary  
Dated, Kolkata, the 17<sup>th</sup> July, 2018.

1. The Judge, Third Industrial Tribunal, West Bengal, with reference to his Memo No.577-L.T. dated 23.03.18.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata-700 001.

Deputy Secretary.

In the matter of an industrial dispute exists between M/s. Suhana Rubber Products, Basanti Road, Borali Ghat, P.O. B-Narayanpur Malanch, P.S. – Bhangar, District – South 24-Parganas (hereinafter referred to as the company) and their alleged workmen represented by Suhana Rubber Products Permanent Shramik Union, 50/1, Nirmal Chandra Street, Kolkata – 700 012 (hereinafter referred to as the union) referred to this Tribunal vide G.O. No. 11-I.R. / IR/11L-161/14 dated 2<sup>nd</sup> January, 2015.

Case No. VIII – 06/2015

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Before The Fourth Industrial Tribunal : West Bengal

Present: Smt. Sashikala Basu

Judge

Fourth Industrial Tribunal

Kolkata

**AWARD**

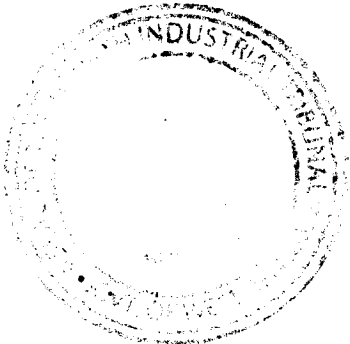
The Labour Department, Government of West Bengal vide order No. 11-IR /IR/11L- 161/14 dated 2<sup>nd</sup> January, 2015 referred the matter of industrial disputes between M/s. Suhana Rubber Products, Basanti Road, Borali Ghat, P.O. B-Narayanpur Malanch, P.S. – Bhangar, District – South 24-Parganas (hereinafter referred to as the company) and their alleged workmen represented by Suhana Rubber Products Permanent Shramik Union, 50/1, Nirmal Chandra Street, Kolkata – 700 012 (hereinafter referred to as the union), to this Tribunal for adjudicating the following issues:-

ISSUES

- (1) Whether the suspension of work declared by the management in their factory with effect from 04.02.2013 to 19.09.2014 was justified ?
- (2) Whether closure of the factory declared by the management with effect from 20.09.2014 by the notice dated 10.09.2014 is real ?
- (3) What relief, if any are the workers entitled to ?

This industrial dispute was raised by the union under reference namely Suhana Rubber Products Permanent Shramik Union against the management of the company under reference challenging the declaration of suspension of work in the factory by a notice dated 02.02.2013 and thereafter by a notice dated 10.09.2014 declaration of closure of factory by the company with effect from 20.09.14. It appears during the pendency of this proceeding both parties have amicably settled their dispute and a joint petition has been filed by the parties along with a Memorandum of Settlement arrived between the parties. By filing the joint petition both parties have prayed to dispose of the matter in terms of the settlement dated 09.03.2018 by virtue of a settlement Award.

Contd....



To adjudge whether the settlement has been effected amicably and voluntarily. Mr Abul Hassem Molla has been examined on behalf of M/s. Suhana Rubber Products Permanent Shramik Union and Mr Anil Kumar Jha has been examined on behalf of the company. The cross-examination of both these witnesses have been declined. During the evidence, Mr Abul Hassem Molla has stated that he is the Secretary of the said Union and Mr Anil Kumar Jha is the Manager in the company under reference. Both these witnesses have stated that the dispute is settled between the Union and the company amicably. Accordingly, joint petition along with the Memorandum of Settlement has been filed. Both of these witnesses have signed in each page of the Memorandum of Settlement. After the settlement workmen have no dispute and will have no claim in future against the company.

On perusal of the Memorandum of Settlement it appears that the dispute has been settled by and between the parties and towards full and final settlement of the dispute separate cheques have been issued to the employees. Money receipts have been filed separately by these permanent employees acknowledging the receipt of the cheques by each of them. They have also acknowledged receiving of the cheque by putting their signature in copy of the cheques issued in their respective names. So on consideration of the evidence of both the parties and the documents referred to above. I have reason to believe that the settlement has been done voluntarily by the parties and thus this case has to be disposed of according to the terms and conditions of settlement arrived by and between the parties. The terms mentioned in the Memorandum of Settlement appears to be fair and just.

Hence,

ordered

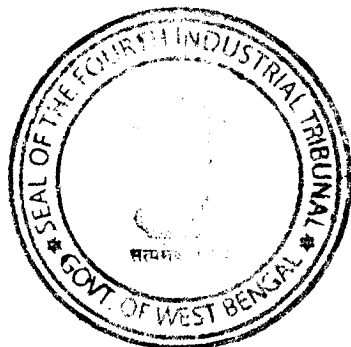
that the instant dispute being case No. VIII – 06/2015 is disposed of on compromise. The joint petition along with the Memorandum of Settlement be made part of the Award.

This is my Award.

Dictated & Corrected by me

*Sdf*  
Judge

*Sdf S. Basu*  
Judge  
Fourth Industrial Tribunal  
Kolkata  
20.03.2018



BEFORE THE LEARNED FOURTH INDUSTRIAL TRIBUNAL,  
WEST BENGAL.

Case No. VIII-06 Of 2015

IN THE MATTER OF :-

Order of Reference No. 11 -  
I.R./ IR/11L-161/14 dated  
02.01.2015;

-And-

IN THE MATTER OF :-

An industrial dispute

-Between-

M/s. Suhana Rubber Products,  
Basanti Road, Borali Ghat,  
P.O. B-Narayanpur Malanch,  
P.S.-Bhangar, District- South  
24-Parganas (hereinafter  
referred to as the company).

-And-

Their alleged workmen  
represented by Suhana Rubber  
Products Permanent Shramik  
Union, 50/1, Nirmal Chandra  
Street, Kolkata - 700 012  
(hereinafter referred to as the  
union).

File No. 7 of the 1st  
Order No. 9/03/18  
Date 9/13/18

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-And-

IN THE MATTER OF :

*A memorandum of settlement  
dated 09.03.2018.*

*The humble joint petition on  
behalf of both the parties  
above named ;*

*Most respectfully :*

SHEWETH :-

01. *That the matter is pending before the learned Tribunal.*
02. *Your petitioners state that during the pendency of the matter before this learned Tribunal, avenues have been explore for an amicable settlement of the matter and accordingly the matter has been settled in terms of a settlement dated 09.03.2018.*

*A copy of the said settlement dated 09.03.2018 is annexed hereto and marked as Annexure – A.*

03. *Your petitioners state that since the matter has been settled by and between the parties to the instant dispute in terms of the said settlement dated 09.03.2018 none of the*

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*A. Kashem*

*parties to the instant dispute are interested to proceed with the instant dispute any further.*

04. *Your petitioners state and submit that under this circumstances, both the parties would suffer irreparable loss and injury unless the learned Tribunal would be pleased to pass a settlement Award and dispose of the matter in terms of the settlement dated 09.03.2018 being Annexure – A to the instant application.*

05. *The application is made bonafide and for the ends of justice.*

*It is, therefore, humbly prayed that the learned Tribunal would be pleased to accept the said settlement dated 09.03.2018 and to dispose of the matter in terms thereof by virtue of a settlement Award and to pass necessary order or orders may deemed fit and proper.*

*And for this act of kindness, your petitioner, as in duty bound, shall ever pray.*

SUHANA RUBBER PRODUCTS

*Anil Kumar Jha*  
Manager

*Abul Hashem Molla*  
Secretary  
Suhana Rubber Products Permanent Sromik Union

MEMORANDUM OF SETTLEMENT

*Under Section 2(p) of the Industrial Disputes Act, 1947 read  
with Rule 68(3) of the Industrial Dispute Rules, 1958.*

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01. *Name and addresses of* :: 1. *M/s. Suhana Rubber  
Parties Products, Basanti Road  
Borali Ghat, P.O. B-  
Narayanpur, Malanch, P.S.-  
Bhangar,  
District-South 24-Parganas.*

*-And-*

2. *Suhana Rubber Products  
Permanent Shramik Union,  
50/ 1, Nirmal Chandra  
Street, Kolkata – 700 012.*

02. *Representing the Company* :: 1. *Mr. Anil Kumar Jha,  
Manager.*

03. *Representing the Union* :: 1. *Abul Hashem,  
Secretary of the union.*

*Abul Hashem*

*Abul Hashem*

04. Short recital of the case ::

The company by a notice dated 02.02.2013 declared suspension of work of the factory with effect from 04.02.2013 and thereafter by a notice and/or communications dated 10.09.2014 declared closure of the factory with effect from 20.09.2014. The union under reference raised an alleged Industrial Dispute with the Labour Directorate, Government of West Bengal and ultimately, by an order of Reference No. 11 - I.R./ IR/11L-161/14 dated 02.01.2015 the matter was sent to the Learned Fourth Industrial Tribunal for adjudication. The case has been registered as Reference Case No. VIII - 06 / 2015. During the continuance of proceedings before the learned Tribunal, it has come to light that basically out of 68 workmen only 8 workmen namely; Abul Hashem, Ayub Ali Gazi, Islam Ali Molla, Shoaib Ali Mollick, Swapan Kumar Mondal, Gurupada Mondal, Lateman Ali Gharami, Areph are involved in the present dispute.

In the midst of the proceedings before the learned Tribunal, the union under reference approached the management for an amicable settlement of the matter and accordingly discussions were held between the parties in an atmosphere of cordiality.

*Abul Hashem*

*Issue*



*Under these circumstances the dispute pending before the Learned Fourth Industrial Tribunal being Case No. VIII – 06/ 2015 [Order of Reference No. 11 – I.R./ IR/11L-161/14 dated 02.01.2015] has been settled fully and finally on the **following**:*

**TERMS AND CONDITIONS:**

01. *It is agreed and accepted by the union and all its members those who have accepted the closure compensation or the 8 workmen mentioned herein above that the closure declared by the management with effect from 20.09.2014 is a real one.*
02. *It is agreed and accepted by the union and its all members that the suspension of work declared in the said factory by notice dated 02.02.2013 with effect from 04.02.2013 is fully justified and they have got no claim statutory or otherwise between the period from the date of suspension of work of the factory till the date of closure in any manner what so ever including backwages.*
03. *It is agreed and accepted by the union that all the workmen save and except the 8 workmen as*

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aforesaid have taken full and final settlement consequent upon closure of the factory including the closure compensation to which they are entitled to under the relevant statutory provision in the prescribed manner as provided under the Industrial Disputes Act, 1947.

It is further agreed and accepted by the union that those 8 workmen were offered the closure compensation prior to the closure of the factory but they refused to accept the same and as a result whereof in terms of this settlement, they are accepting the following payments in full and final settlement of their all dues and claims against the company in connection with the closure of the factory;

| Names                | Abul Hashem  | Ayub Ali Molla | Islam Ali Molla | Shoaib Ali Mollick | Swapan Kumar Mondal | Gurupada Mondal | Lateman Ali Gharami | Areph        |
|----------------------|--------------|----------------|-----------------|--------------------|---------------------|-----------------|---------------------|--------------|
| Closure Compensation | 26730        | 26730          | 23760           | 26730              | 26730               | 26730           | 14850               | 5940         |
| Notice pay           | 5148         | 5148           | 5148            | 5148               | 5148                | 5148            | 5148                | 5148         |
| Gratuity             | 26730        | 26730          | 23760           | 26730              | 26730               | 26730           | 14850               | 0            |
| Earned wages         | 3807         | 4123           | 4282            | 3669               | 4282                | 3966            | 4307                | 4282         |
| Bonus                | 3731         | 3541           | 4303            | 3858               | 3954                | 3858            | 4366                | 4572         |
| Leave encashment     | 2275         | 2275           | 2450            | 2275               | 2450                | 0               | 2450                | 0            |
| <b>Total (Rs.)</b>   | <b>68421</b> | <b>68547</b>   | <b>63703</b>    | <b>68410</b>       | <b>69294</b>        | <b>66432</b>    | <b>45971</b>        | <b>19942</b> |

*A. Hashem*

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04. It is agreed and accepted by and between the parties that the amount mentioned in paragraph 3 of the foregoing settlement shall be paid in cheques and since consequent upon closure, the bank account of the company under reference has been closed, the proprietor of the said company shall issue cheques in his individual capacity, the details whereof are as follows:

| Names               | Total Amount in Rs. | Paid by Cheque No. & Date | Name of the bank                   |
|---------------------|---------------------|---------------------------|------------------------------------|
| Abul Hashem         | 68421               | 072401 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Ayub Ali Molla      | 68547               | 072402 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Islam Ali Molla     | 63703               | 072403 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Shoaib Ali Mollick  | 68410               | 072404 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Swapan Kumar Mondal | 69294               | 072405 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Gurupada Mondal     | 66432               | 072406 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Lateman Ali Gharami | 45971               | 072407 dated 09.03.2012   | Union Bank of India, Topsia Branch |
| Areph               | 19942               | 072408 dated 09.03.2012   | Union Bank of India, Topsia Branch |

*A. K. Khan*

*At 2008*

05. *It is also agreed by the union that all the workmen named in paragraph 3 and paragraph 4 of the instant settlement shall issue receipt individually in token of their acceptance of the amount as mentioned in the said paragraphs. The amount mentioned in the said paragraphs are being paid to the workmen concerned in full and final settlement of their all dues and claims against the company. No amount statutory or otherwise is due and payable to them in any manner what so ever nor shall they prefer any claim before any Authority, Labour Court or Industrial Tribunal for any amount including reinstatement, re-employment, fresh employment or backwages.*
06. *It is agreed and accepted by the union that none of the workman, either as a group or with the help of the Union including on individual basis, shall prefer any claim before any authority, Tribunal or Court including any statutory forum against the management regarding any money or benefits, statutory or otherwise.*
07. *It has been further confirmed by the Union that none of the workman, either individually or in a*

*At 2/11/20*

*A. K. Sharma*

*group, shall approach the management for any demand in connection with their employment or non - employment nor the Union will ever support the cause of the workmen who have left the organization consequent upon closure of the factory.*

08. *It has been agreed by the Union that consequent upon signing of this settlement, all the disputes and demands of the Union on behalf of the workmen at large arising out of Case No. VIII - 06 / 2015, as aforesaid stand settled fully and finally. No demand, statutory or otherwise including the so called charter of demands remain pending against the company either on behalf of the Union or by the entire workforce of the factory.*
09. *This settlement settles the dispute pending before the Learned Fourth Industrial Tribunal, Kolkata being Case No. VIII - 06 / 2015 fully and finally in connection with the issues mentioned in the Order of Reference No. 11 - I.R./ IR/11L - 161/14 dated 02.01.2015 and nobody is entitled to any relief there from and as such it is agreed that a joint application shall be filed on behalf of the Union as*

*At the*

*A. Karim*

well as the management annexing the instant settlement for disposal of the matter on the basis of this settlement.

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS OF THIS SETTLEMENT ON THIS THE **09<sup>TH</sup> DAY OF MARCH, 2018**

The Union

For and on ~~behalf of~~ **Suhana Rubber Company**

*Abul Hasim Molla*  
Secretary

*Anil Kumar Jha*  
Manager

Suhana Rubber Products Permanent Sromik Union

WITNESS : 1.

*Subrata Das.*

2.