

File No.LABR-22015/2/2018-IR SEC-Dept. of LABOUR
1/18342/2018

Government of West Bengal
Labour Department
I.R. Branch
N.S. Buidings, 12th floor,
1, K.S. Roy Road,Kolkata-1

No.Labr/512/(LC-IR)
IR/11L-70/07

Dated, 17.7.18.

ORDER

WHEREAS under the Government of West Bengal, Labour Department, Order No.1146-IR dated 28.09..2007 the Industrial Dispute between M/s Metro Garage, 37, Moti Sil Street, Kolkata-13 and their workman Shri Chhotte Lai Bhartia represented by Employees Association, 35-B, Nirmal Chandra Street, Kolkata-33 regarding the issue mentioned in the said order, being a matter specified in the 2nd Schedule to the Industrial Disputes Act, 1947 (14 of 1947), was referred for adjudication to the Judge, First Industrial Tribunal, West Bengal.

AND WHEREAS the Judge of the said 1st 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/512/1(5)(LC-IR)

Dated, 17.7.18.

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

1. M/s. Metro Garage, 37, Moti Sil Street, Kolkata-13.
2. The Secretary, Employees Association, 35-B, Nirmal Chandra Street, Kolkata-33.
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, 11th floor, Kolkata-700 001.
5. The O.S.D., IT Cell, Labour Department, with the request to cast the Award in the Department's website.



Deputy Secretary

...../2.

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No.Labr/512/2(2)(LC-IR)

Dated, 17.7.18.

Copy forwarded for information to :-

1. The Judge, 1st **Industrial Tribunal**, West Bengal with respect to his Memo No.800-L.T. dated 24.04.2018.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata-700 001.

Deputy Secretary


15/7/18 Jnt/order

In the matter of an industrial dispute between M/s. Metro Garage, 37, Moti Sil Street, Kolkata-700 013 and their workman Sri Chhotte Lal Bhartia represented by employees Association, 35-B, Nirmal Chandra Street, Kolkata-33.

(CASE NO. VIII-107/07)

BEFORE THE FIRST INDUSTRIAL TRIBUNAL: WEST BENGAL

PRESENT

SHRI TANMOY GUPTA, JUDGE,
FIRST INDUSTRIAL TRIBUNAL, KOLKATA

A W A R D

The instant case arose out of an order of reference no. 1146-IR/IR/11L-70/-07, dated 28.09.2007 by which an industrial dispute between M/s. Metro Garage, 37, Moti Sil Street, Kolkata-700 013 and its workman Sri Chhotte Lal Bhartia represented by Employees Association (Regn. No. 56), 35-B, Nirmal Chandra Street, Kolkata-33 as referred by the Labour Department, Govt. of West Bengal to this tribunal for adjudication.

The issues specified in the order of reference are as follows:

I S S U E(S)

1. Whether the termination of service of Sri Chhote Lal Bhartia by the management with effect from 01.10.2006 is justified?
2. What relief, if any, is he entitled to?

On receipt of the aforesaid reference issued by the Labour Department, Govt. of West Bengal, this tribunal registered the aforesaid case vide order no. 1, dated 07.11.2007. Thereafter, notices were issued to the parties asking them to appear and to file written statement. Parties accordingly appeared and filed their written statement. The case was then taken up for hearing for the purpose of adjudicating the issues. The union representing the workman examined three witnesses including the workman as WW1. The company, on the other hand, examined one witness namely the proprietor of the company. The parties also laid some documentary evidences. Now at the stage when the case was fixed for further evidence for the company, the parties expressed their desire to settle the matter amicably and time was sought for to explore the possibilities of the settlement.

Today a joint petition is filed by the parties together with Memorandum of Settlement praying for passing an order in terms of such settlement.

Statement of the workman, Chhotte Lal Bhartia and Sailen Kumar Sen, the proprietor of the company has been recorded on oath on the point of such settlement. The workman has stated that in terms of such settlement a pay order being no. 372748, dated 17.04.18 drawn on United Bank of India, New Market Branch, Kolkata and also an account pay cheque no. 726500, dated 19.04.18 amounting Rs. 70,000/- and Rs. 5,130/- respectively have been handed over to him by the company. He has also stated that he entered into such settlement voluntarily and nobody



induced him to make such settlement. He has further stated that after receipt of the aforesaid amount which have been paid to him by pay order and account pay cheque, there remain no balance dues in respect of the wages.

The proprietor of the company has also stated that the aforesaid amount of Rs. 70,000/- and Rs. 5,130/- have been paid to workman by the company towards full and final settlement as to his salaries by issuing one pay order, dated 17.04.18 and account pay cheque dated 19.04.18.

Both the witnesses have stated that they have voluntarily entered into such settlement and filed the joint petition of compromise. They have also stated that necessary award may be passed in terms of such settlement.

Decision with Reasons

Considered the aforesaid statement of the witnesses. Considered also the joint petition and Memorandum of Settlement filed by the workman and the proprietor of the company. The said joint petition of compromise is duly signed by workman and the proprietor of the company and also by Ld. Advocate for the company and the recorded Advocate appointed by the union for the workman. Perused the Xerox copy of the pay order and the account payee cheque as mentioned above. The terms of the settlement appear to be valid and legal. Since the said joint petition of compromise and the Memorandum of Settlement have been signed by the parties voluntarily and they both having desired to settle the dispute amicably in terms of such settlement. I find no legal impediment to accept the said Memorandum of Settlement. Consequently, I hold that an award should be passed as prayed for the parties by filing the joint petition of the compromise and in terms of the aforesaid Memorandum of Settlement. Hence, it is

ORDERED

that an award be passed in terms of the Memorandum of Settlement dated 19.04.18 duly signed by the parties and let the said Memorandum of Settlement be made as a part of the award along with annexure, if any. The instant case is thus disposed of accordingly.

This is my AWARD.

Dictated & corrected by me.

Sd/- T. Gupta

Judge.

Sd/- T. Gupta

Judge,
First Industrial Tribunal

JUDGE
FIRST INDUSTRIAL TRIBUNAL
WEST BENGAL

MEMORANDUM OF SETTLEMENT

- 1] Name and address of the Parties :
- (a) M/s. Metro Garage,
37, Motisil Street,
Kolkata – 700 013
- (b) Sri Chhotta Lal Bhartia
C/o. Employees Association,
35B, Nirmal Chandra Street,
Kolkata – 700 033.
- Present address : 37, Motisil
Street, Kolkata – 700 013
- 2] Name of the person representing the employer : Sri Sainen Kumar Sen, Proprietor
- 3] Name of the persons representing the workman : The workman Sri Chhotta Lal Bhartia
- 4] Short recital of the case :

The workman Sri Chhotta Lal Bhartia was terminated from service of the company on and from 01.10.2006 for his misconduct. The workman raised an industrial dispute before the Labour Directorate, Govt. of West Bengal and ultimately the matter referred to the learned First Industrial Tribunal for adjudication on the issues "Whether the termination of service of Sri Chhotta Lal Bhartia, by the management with effect from 01.10.2006 is justified?" During the course of the proceedings the workman was reinstated in service with effect from 07.07.2014. Both the parties started further negotiation at bi-partite level with regard to back wages of the workman and after

*Sainen Kumar Sen
Pro.*

Chhotta Lal Bhartia

protracted negotiation the matter has been settled amicably by and between the parties on the following terms and conditions :-

5] Terms of settlement :

- (a) It is agreed by and between the parties that the company will pay a sum of Rs. 70,000/- as back wages and due bonus to the workman for the period from his termination till joining in the service i.e. upto 06.07.2014. Accordingly the company is hereby paid a sum of Rs. 70,000/- to him by demand draft being No. 372748 dated 17.04.2018 drawn on United Bank of India, New Market Branch, Kolkata.
- (b) It is also agreed by and between the parties that the company will pay a sum of Rs. 120/- per month to the workman as electric charges for a light and a fan inside his service quarter with effect from 01.01.2018.
- (c) It is also agreed by and between the parties that the company will pay a sum of Rs. 4,000/- per month as salary to the workman with effect from the month of January, 2018. The company is hereby paid the balance amount of salary for the month of January, 2018 to March, 2018 amounting to Rs. 5130/- by ^{ATC Payee} cheque.
- (d) It is agreed by and between the parties that the workman should not allow any outsider to stay in the quarter to be allotted to him and he should not keep any belongings of any outsiders in the said premises. The workman further agrees that he will use the said service quarter solely for his personal use till the date of retirement.
- (e) It is agreed by the workman that he will devote his sincere services during his duty hours and he shall not do anything during his duty hours which will be detrimental to the interest of the company.
- (f) It is further agreed that by the aforesaid terms of settlement all the back wages and other dues of the

Sailesh Kumar Sen,
Dro.

Chhote Lal Bhartiya

workman is fully and finally settled and the workman concerned shall not claim any further or other monetary benefits from the employer in any form or manner of whatsoever in nature for the period from 01.10.2006 to 07.07.2014 in future.

Saileen Kumar Sen.
For the company 19.04.18.

Chhate Lal Bhartiya
For the workman
19.4.2018

Witnesses :

(1) Susovan Sen. 19.04.18

(2)

Copy to :

- (1) Assistant Secretary to the Government of west Bengal, Labour Department, Writers' Buildings, Kolkata - 700 001,
- (2) Conciliation Officer, Labour Department, New Secretariat Buildings, 11th floor, Kolkata - 700 001.
- (3) Labour Commission, Govt. of West Bengal, New Secretariat Buildings, 11th floor, Kolkata - 700 001,

RECEIPT dated 19.04.2018

Received a sum of Rs. 70,000/- (Rupees seventy thousand) only from M/s. Metro Garage, 37, Motisil Street, Kolkata - 700 013 by demand draft being No. 372748 dated 17.04.2018 drawn on United Bank of India, New Market Branch, Kolkata as full and final settlement of all my dues as per Memorandum of Settlement dated 19.04.2018.



Chhotta Lal Bhartia

(Sri Chhotta Lal Bhartia)

Witness :

19.4.2018

RECEIPT dated 19.04.2018

Received a sum of Rs. 5,130/- (Rupees five thousand one hundred thirty) only from M/s. Metro Garage, 37, Motisil Street, Kolkata - 700 013 by A/c Payee cheque being No. 726500 dated 19.04.2018 drawn on United Bank of India, New Market Branch, Kolkata as balance amount of salary for the month of January, 2018 to March, 2018 as per Memorandum of Settlement dated 19.04.2018.



Chhotta Lal Bhartia

(Sri Chhotta Lal Bhartia)

Witness :

19.4.2018

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MR CHHOTE LAL BHARTIA

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19042018

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Saket Kumar Sen
Proprietor