

1/22208/2018.

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

No.Labr./577/(LC-IR)/IR/11L-96/17.

Dated, Kol., the 3<sup>rd</sup> August, 2018.

**ORDER**

WHEREAS under the Governor of West Bengal, Labour Department Order No. 596-IR dated 21.06.2012 the Industrial Dispute between M/s, MSA (India) Ltd., ECOSTATION, Level-16, Plot No. 7, Block- BP, Salt Lake , Sector-V, Kolkata-700 091 and its workmen represented by MSA (I) Ltd. Staff & Workers' Union , Purna Mitra Place, Kolkata – 700 033 regarding the issues 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, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Judge, of the said 5<sup>th</sup> 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.

**A N N E X U R E**  
(Attached herewith)

**By Order of the Governor**



**Deputy Secretary to the  
Government of West Bengal.**

No.Labr./577/1(5)/(LC-IR)

Dated, Kol., the 3<sup>rd</sup> August, 2018.

Copy with a copy of the Award is forwarded for information & necessary action to :-

1. M/s, MSA (India) Ltd., ECOSTATION , Level-16, Plot No. 7, Block -BP, Salt Lake , Sector-V, Kolkata – 700 091.
2. The Secretary, MSA (I) Ltd., Staff & Workers' Union, Purna Mitra Place, Kolkata-700 033 (Regd. No. 22337).
3. The Assistant Labour Commissioner, West Bengal In Charge, Labour Gazette.
4. The Labour Commissioner, W.B., N. S. Buildings, 1, K. S Roy Road, 11<sup>th</sup> 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**

(Contd.. 2 )

In the matter of an Industrial Dispute between M/s. MSA(India) Ltd., having its registered office at ECOSTATION, Level-16, Plot No. – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700 091 and its workmen represented by MSA(I) Ltd. Staff & Workers' Union., Purna Mitra Place, Kolkata – 700 033 (Regd. No. 22337) .

[ Case No. VIII – 30/2012 ]

BEFORE THE JUDGE, FIFTH INDUSTRIAL TRIBUNAL, KOLKATA

Present

Shri Tapan Kumar Das, Judge,

Fifth Industrial Tribunal

**AWARD**

This industrial dispute between M/s. MSA(India) Ltd., having its registered office at ECOSTATION, Level-16, Plot No. – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700 091 and its workmen represented by MSA(I) Ltd. Staff & Workers' Union., Purna Mitra Place, Kolkata – 700 033 (Regd. No. 22337) has been referred by the Labour Department, Government of West Bengal, I.R. Branch, Writers' Buildings, Kolkata – 700 001 to this Fifth Industrial Tribunal vide G.O. No. 596-I.R./IR/11L-55/04 dated 21<sup>st</sup> June, 2012 for adjudication upon the undermentioned issues : -

**ISSUES**

- 1) Whether the termination of service of Shri Biswanath Halder w.e.f. 20.05.2009 by the management M/s. MSA (India) Ltd. was justified?
- 2) What relief, if any, the workman is entitled to?

Record is put up for passing final order.

It appears from the records that both the parties were contesting the case by filing their respective written statement and the case was matured at evidence recording stage. In the meantime there was negotiation between the parties in respect of settlement of the dispute and finally both the parties arrived at settlement and both of them have filed memorandum of settlement.

According to the memo of settlement, the management has agreed to pay a sum of Rs. 2,66,880/- as against 24 months' salary to the delinquent employee Shri Biswanath Halder and also has agreed to pay a sum of Rs. 8,504/- as against leave encashment head and also ex-gratia for a sum of Rs. 10,000/-, in total a sum of Rs. 2,85,384/-. The management also has agreed to pay further sum of Rs. 1,79,886/- as against payment of gratuity maintained by the company.

Said proposal of the management has been accepted by the delinquent employee and both of them arrived at settlement. In terms of settlement, two Account Payee Cheques one amounting to



Rs. 2,85,384/- (Two lakh eighty five thousand three hundred eighty four only) of HSBC Bank bearing No. 057578 and another Account Payee Cheque amounting to Rs. 1,79,886/- (One lakh seventy nine thousand eight hundred eighty six only) of HDFC Bank Bank bearing No. 782087 were handed over to the delinquent employee who received the same and issued receipt to that effect. This fact has been stated by him in his deposition and same fact was also stated by the witness of the management. Both of them have admitted that they have signed the memo of settlement. On careful examination of the terms and condition of the memo of settlement and having regard to the facts and circumstances of the case and considering the materials on record and evidence adduced by the parties, I find that there is no legal impediment to accept the memo of settlement filed by the parties and accordingly it is accepted. The memo of settlement is legal and valid and free from virus of any misrepresentation and coercion.

Hence,

**It is ordered**

That the case be and the same is disposed of in terms of memo of settlement and the memorandum of settlement be made part of the award. This is order is to be treated as 'No Dispute' Award as it appears that presently there is no existence of dispute.

This is my award.

Dictated & corrected by me.

*Sd/-*  
Judge

*Sd/-*  
( Tapan Kumar Das )  
Judge  
Fifth Industrial Tribunal  
Kolkata  
16.02.2018  
Judge,  
5th Industrial Tribunal  
Govt. of West Bengal



1

MEMORANDUM OF SETTLEMENT

(Under Section 2(p) read with Section 18(3) of the Industrial Disputes Act, 1947)

Name of the parties:-

1) The management of M/s, MSA(India) Ltd., having its registered office at ECOSTATION , Level-16, Plot No. 7 , Block-BP, Salt Lake, Sector-V, Kolkata - 700091.

... ..Company.

2.) Their workman represented by MSA(I) Ltd. Staff & Workers Union, 75, Purna Mitra Place, Kolkata - 700033(Regd. No. 22337).

... ..Union.

Name of the representatives on behalf of the parties:-

1) Company represented by :- Mr. Biswanath Manna, Sr. Manager  
Commercial

2) Union represented by :- Mr. Biswanath Halder ; General Secretary of the union as claimed and as well as the concerned workman himself in the present dispute.

Short recital of the case

Whereas, one industrial dispute is pending before the Learned 5<sup>th</sup> Industrial Tribunal, West Bengal as registered being case No. VIII-30/2012 vide G.O No. 596-IR/IR/11L - 55/04 dated 21.6.12 .

Whereas, during the pendency of such industrial dispute both parties initiated talk of compromise among themselves and it is

matter of record that the termination of service issue of Sri Biswanath Halder w.e.f 20.5.2009 was referred to for adjudication . The company although challenged the locus standi of the union and the maintainability of the reference but without waving such objection after protracted discussions the instant Memorandum of Settlement is signed by and between the parties on the terms and conditions as mentioned herein below:-

- a) It is agreed by and between the parties that the management of the company will pay financial benefits to the concerned workman instead of reinstatement for the reason during the pendency of instant proceeding the concerned workman had retired from service after attaining the age of retirement admittedly in the year 2011 .
- b) That it is agreed by and between the parties the date of termination was on 1.4.2009 and date of joining was 19.6.1969 . The company shall pay 24months salary for the period from termination to retirement , amounting to Rs. 2,66,880/- and on leave encashment head Rs. 8,504/- and also ex-gratia a sum of Rs.10,000/-, which in total Rs.2,85,384/- ( Two Lakh Eighty Five Thousand Three Hundred and Eighty Four rupees only) on the basis of calculation of last drawn salary of the concerned workman .
- c) That it is agreed by and between the parties the Gratuity Fund maintained by the company will pay a sum of Rs.1,79,886/- ( Rupees One Lakh Seventy nine Thousand Eight Hundred Eighty Six only) towards gratuity by taking into consideration the period of service 40 years.

d) That it is agreed by and between the parties on receipt of agreed amount as mentioned in foregoing paragraph No. (b) & (c) the workman concerned and the management shall pray before the said Learned Industrial Tribunal to pass necessary Award in terms of the instant settlement and both parties by filing requisite number of copies of settlement shall approach the Learned Tribunal to dispose of the aforementioned case by passing an Award in terms of the instant Memorandum of Settlement, as mentioned earlier also.

e) That it is agreed by and between the parties that the workman concerned Mr. Biswanath Halder upon receipt of aforementioned agreed amount as mentioned in paragraph no. (b) & (c) and after filing the instant Memorandum of Settlement shall not claim any demand, having any financial implication whatsoever in nature including demand of reinstatement/employment in service in future and the company shall have no obligation to entertain any such claim in future. However, payment of agreed amount shall not be precedent in future for settling any other industrial dispute, if any, in future where the company will be a party.

f) That it is agreed by and between the parties that the industrial dispute arising out of termination of service of the employee by the management of the company is mutually settled fully and finally also. The concerned workman has no claim towards provident fund dues from the company since he has already withdrawn admissible dues from the PF authority and he is also getting benefits in accordance with law .

g) That it is agreed by and between the parties the company is paying the agreed amount as mentioned in (b) & (c) of foregoing paragraphs through two cheques bearing no 057578 dated 08.02.2018 for Rs. 2,85,384/- (Rupees Two Lakhs Eighty Five Thousand Three Hundred Eighty Four only) drawn on HSBC Bank, 31, B.B.D. Bagh, Kolkata - 70001 and cheque no. 782087 dated 08.02.2018 for Rs.1,79,886/- (Rupees One Lac Seventy Nine Thousand Eight Hundred Eighty Six only) drawn on HDFC Bank, Central Plaza, Kolkata - 700 020 and the concerned workman has given receipt to that effect also as full and final settlement of dispute.

Copies of cheques and receipts as mentioned above are enclosed herewith .

This settlement is signed on 9<sup>th</sup>

day of February ; 2018

Signature of Authorized Representative

Signature of the

company  
**For MSA (INDIA) LTD.**

*Biswanath Manna*  
**B. MANNA**  
Sr. Manager Commercial

of the concerned

*Biswanath Halder*  
workman/union

Witnesses

- 1) *Partha Bhattacharya*  
AD
- 2)

जारी करने की तारीख से 3 महीने के लिए वैध। / Valid for 3 months from the date of issuance



11 BHD Bldg, Dalhousie Square Kolkata - 700001  
IFSC: HSBC0700004

दिनांक  
Date 08 02 2018  
D D M M Y Y Y Y

Pay BISWANATH HALDER.

या धारक को Or Bearer

रुपये Rupees Two Lakhs Eighty five thousand -

Three hundred Eighty four only.

अदा करें। ₹ 2,85,384.00

खाता सं.  
A/c. No. 031-705098-001

"Payable at Par at all HSBC branches in India"

For MSA (INDIA) LTD.

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

MSA (INDIA) LTD

Please Sign above

⑈057578⑈ 700039004⑈ 120031⑈ 29

**HDFC BANK**

HDFC BANK LTD 206, SAHAI BORE ROAD  
CENTRAL PLAZA KOLKATA 700009 WEST BENGAL  
RTGS / NEFT IFSC: HDFC0000014

08 02 2018

Valid for 3 months only

Pay Biswanath Halder

Or Bearer

या धारक को

Rupees रुपये One Lakh Seventy nine thousand eight

hundred eighty six only.

अदा करें ₹ 1,79,586.00

A/c No.  
खाता सं. 00141110000655

SB A/C

Payable at par through clearing/transfer at all branches of HDFC BANK LTD

For MINE SAFETY APPLIANCES EMP GRATUITY FUND

*File Rupees only*

*[Signature]*  
Trustee

*[Signature]*  
Trustee

Please sign above / धारक को

⑈782087⑈ 700240003⑈ 110419⑈ 31

UTILITY FORMS PV. 1.5.2017

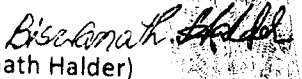
SESHAASAI(K) CTS 2010 230213



RECEIPT

Received from Mine Safety Appliances Employees Gratuity Fund maintained by MSA (India) Limited,  
Ecostation, Level -16, Plot No. 7, Block - BP, Sector - V, Salt Lake, Kolkata - 700 091  
Cheque No. 782087 dated 08.02.2018 for Rs. 1,79,886/- (Rupees One Lac Seventy Nine  
Thousand Eight Hundred Eighty Six only) drawn on HDFC Bank, Central Plaza, Kolkata  
700 001 (at par), towards the full and final settlement of my Gratuity dues.

Signature with a Revenue Stamp

 09/02/2018  
(Biswanath Halder)

Date: 09/02/2018

RECEIPT

Received from MSA (India) Limited, Ecostation, Level - 16, Plot No. 7, Block BP  
Salt lake, Sector - V, Kolkata - 700 091 Cheque No. 057578 dated 08.02.2018 for Rs. 2,85,384/-  
(Rupees Two lakhs Eighty Five Thousand Three hundred Eighty Four only) drawn on HSBC Bank  
31, BBD Bagh, Kolkata - 700 001 (at par), towards the full and final settlement of my dues.

Signature with a Revenue Stamp

 09/02/2018  
(Biswanath Halder)

Date: 09/02/2018