

File No. LABR-22015(16)/476/2018-IR SEC Dept. of LABOUR
I/27122/2018

Government of West Bengal
Labour Department, I.R. Branch
N.S. Buildings, 12th Floor, 1, K.S. Roy Road, Kolkata - 700001

No. Labr./718/(LC-IR)/22015(16)/476/2018

Date : 18.9.2018.

ORDER

WHEREAS an industrial dispute existed between M/s Swadist Biscuits Private Limited, (B.B.T. Road), Budge Budge Trank Road, Old Dakghar, Maheshtolla, Kolkata – 700141 and their workman Sri Debasis Mondal, Shibrapur Bye Lane, P.O. Sarsuna (Jubili Park), Kolkata – 700061;

AND WHEREAS the workman has filed an application directly under sub-section 2 of Section 2A of the Industrial Dispute act, 1947 (14of 1947) to the Judge, Seventh Industrial Tribunal Specified for this purpose under this Department Notification No. 101-IR dated 2.2.12;

AND WHEREAS the Judge, Seventh Industrial Tribunal heard the Parties and has submitted to the State Government its Award on the said 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./718/1(2)/(LC-IR)/22015(16)/476/2018

Date : 18.9.2018.

Copy forwarded for information to :

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 1081- LT dated 04.06.2018.
2. The Joint Labour Commissioner (Statics), W.B., 6, Church Lane, Kolkata-700001.



Deputy Secretary

No. Labr./718/2(5)/(LC-IR)/22015(16)/476/2018

Date : 18.9.2018.

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

1. M/s Swadist Biscuits Private Limited, (B.B.T. Road), Budge Budge Trank Road, Old Dakghar, Maheshtolla, Kolkata – 700141.
2. Sri Debasis Mondal, Shibrapur Bye Lane, P.O. Sarsuna (Jubili Park, near Chirantani Club), Kolkata – 700061.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The Labour Commissioner, W.B., New Secretariat Building (11th Floor), 1, Kiran Sankar Roy Road, Kolkata – 700001.
5. The O.S.D., IT Cell, Labour Department, with the request to cast the Award in the Department's website.


Deputy Secretary


18/9/18

In the Seventh Industrial Tribunal, West Bengal

Present: Shri Avani Pal Singh, Judge, Seventh Industrial Tribunal

CASE NO. 42/2015; u/s. 2A(2) of the I.D. Act, 1947

Sri Debasis Mondal, Shibrampur Bye Lane, P.O. Sarsuna (Jubili Park),
Kolkata – 700 061.Applicant.

-versus-

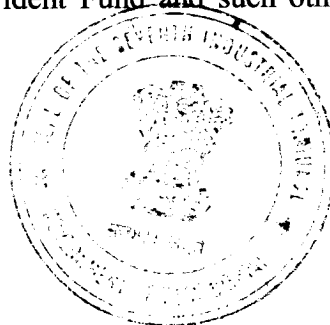
M/s. Swadist Biscuits Private Limited, (B.B.T. Road), Budge Budge Trank
Road, Old Dakghar, Maheshtolla, Kolkata-700 141.O.P./Company.

AWARD

Dated : 31-05-2018

The instant case No.42/ 2A(2)/ 2015 u/s. 2A(2) of the Industrial Disputes Act, 1947 was registered on 08.07.2015 and necessary notices were served upon the parties. Both parties duly appeared and filed their respective statement(s) of facts and list(s) of documents, upon which the matter went into evidence. Evidence by the parties was completed on 12.12.2017, and thereafter the matter was fixed for hearing arguments. During arguments, the parties entered into a mutual settlement. Accordingly, they have filed a joint-petition along with a Memorandum of Settlement, with a prayer for passing an Award in terms of the settlement. The concerned workman Sri Debasis Mondal and Sri Shyamal Kumar Adhikary, the authorized representative/signatory of the O.P./Company M/s. Swadist Biscuits Pvt. Ltd. have deposed in support of their joint-petition of compromise and the terms of the Memorandum of Settlement.

In terms of the settlement, the workman Sri Debasis Mondal has received two (2) cheques being Nos. **837446** & **837447** both of value **Rs.11,000/- each** and both dated 02.06.2018, issued in favour of Sri Debasis Mondal, by the O.P./Company M/s. Swadist Biscuits Pvt. Ltd. from its account no. **0060102000128056** in the I.D.B.I. Bank, Mukherjee House, Ground Floor, 17, Brabourne Road, Kolkata-700001, West Bengal from the company representative. Upon receipt of such cheques, Sri Debasis Mondal has issued a receipt thereof in writing, which may be kept with the records. That apart, the company representative Mr. Shyamal Kumar Adhikary assures that the concerned offices of the O.P/Company shall assist the workman to complete the necessary formalities for early release of his Provident Fund and such other statutory dues upto 14.06.2013 from the authorities.



(2)

Having examined the Memorandum of Settlement and the joint petition for compromise, as well as the evidence adduced by the parties, this Tribunal finds no impediment in allowing the prayers, made jointly by the parties, for passing of an Award, in terms of the Memorandum of Settlement duly executed by and between the parties. Let the **instant case be disposed of in terms of Memorandum of Settlement** in between the parties filed this day, **which do form part of the Award.**

The aforesaid shall **constitute the Award** passed in the instant case.

Dictated & corrected by me.

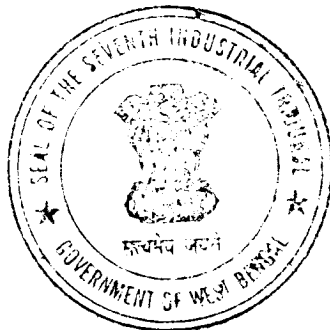
sd/
Judge.

~~Seventh Industrial Tribunal~~

sd/
(Avani Pal Singh)
Judge

Seventh Industrial Tribunal
Kolkata
31-05-2018

~~Judge~~
~~Seventh Industrial Tribunal~~



Handwritten notes:
 1. In the matter of
 2. Case No. 42/15 2A(2);
 3. And
 4. In the matter of :
 5. An application u/s. 2A(2) of the
 6. Industrial Disputes Act, 1947 as
 7. amended;
 8. Between
 9. Sri Debasis Mondal
 10. ... Applicant
 11. And
 12. M/s. Swadis Biscuit
 13. ... O.P./Company

**BEFORE THE LD. SEVENTH INDUSTRIAL TRIBUNAL
 WEST BENGAL**

In the matter of :

Case No. 42/15 2A(2);

And

In the matter of :

An application u/s. 2A(2) of the
 Industrial Disputes Act, 1947 as
 amended;

Between

Sri Debasis Mondal

... Applicant

And

M/s. Swadis Biscuit

... O.P./Company

Most Respectfully sheweth:-

1. That the above case is pending before the Ld. Tribunal
 for adjudication.

2. That during pendency of the above case the parties have
 mutually settled the case out of court, vide Memorandum of
 Settlement dt. ^{30.05.2018} ~~11.06.2018~~ *Shyamal Kr. Dhillon*
Swadis Mondal

3. That a signed copy of the aforesaid Memorandum of
 Settlement dt. ^{30.05.2018} ~~11.06.2018~~ *Shyamal Kr. Dhillon*
 is annexed herewith and marked
 as Annexure "A". *Swadis Mondal*

For M/s. SWADIST BISCUITS PVT. LTD.
Shyamal Kr. Dhillon

Swadis Mondal

4. That in view of the above, your petitioner's pray for an Order disposing of the case in terms of the Memorandum of Settlement dt. ^{30.05.2018} 11.06.2018. *Shyamal K. Acharya*
J. S. Mondal

5. That the application is made bonafide and for ends of justice.

In the premises, it is prayed that the Ld. Authority would be pleased dispose of the case in terms of the Memorandum of Settlement dated ^{30.05.2018} 11.06.2018 by *Shyamal K. Acharya*
J. S. Mondal accepting the same as fair, reasonable and legal and pass necessary order as the Ld. Tribunal may deem fit and proper.

And for this act of kindness, your petitioners as in duty bound shall ever pray

Shyamal K. Acharya
Dated : ^{30.05.2018} 30.06.2018

For the Company

For the Workman

For M/s. SWADIST BISCUITS PVT. LTD.
Shyamal K. Acharya

J. S. Mondal

Annexure 'A'

MEMORANDUM OF SETTLEMENT

1. Name of the Parties : M/S. SWADIS BISCUIT
and Address Address :

And

SRI DEBASIS MONDAL

Address

2. Representing the : Mr. Shyamal Adhikary,
Employer Principal Officer of The
Company.

3. Representing the : Sri Debasis Mondal,
Employee concerned Employee of the
Company

4. Short Recital of the

Case :-

The company was engaged in the business of manufacturing biscuits but due to financial loss and labour unrest compelled the company to declare "Suspension of Work" with effect from 14.06.2013 as the situation day by day was deteriorated and uncontrollable position to run the

For M/s. SWADIST BISCUITS PVT. LTD.

Shyamal K. Adhikary

Debasis Mondal

business smoothly any more which finally lead the Company to declare suspension of work due to the reason so stated herein above.

Thereafter, one of the concerned employee Sri Debasis Mondal raised an Industrial Dispute inter-alia challenging the alleged termination of Service under the Veil of Refusal of employment and ultimately filed a case u/s. 2A(2) of the Industrial Dispute Act, as amended, before the Learned 7th Industrial Tribunal, West Bengal and the said case was registered as case no. 42/15/2A(2). During the pendency of the said case the parties initiated negotiation among themselves to arrived at an amicable settlement in the matter, if any, out of court and finally, an avenue has been explored to sort out the dispute between the company and Sri Debasis Mondal is settled under the following Terms and Conditions :-

5. **TERMS AND CONDITIONS :**

It is agreed by and between the parties -

- a) That Sri Debasis Mondal employee concerned hereby accepts discontinuity of Service with immediate effect by

For M/s. SWADIST BISCUITS
Shyamal K. Chakravarti

Sri Debasis Mondal

his own volition after on receiving cheques as proposed by the company.

- b) That the company, in view of his such acceptance, will pay a lumpsum amount of Rs.22,000/- (Rupees Twenty two thousand only) towards full and final settlement of all his dues and claims arising out of cessation of employment, legal and statutory, including gratuity and other admissible benefit as he is entitled to get from the company.
- c) That the aforesaid lumpsum amount of Rs.22,000/- (Rupees Twenty two thousand only) shall be paid by the company in following manner;
- 1) By A/c. Payee Cheque No. ~~837446~~... dt. ~~02-06-2018~~ drawn on ~~I.D.B.I.~~..... Bank ~~Barabani~~ Branch Rs.11,000/-
 - 2) By A/c. Payee Cheque No. ~~837447~~... dt. ~~02-06-2018~~ drawn on ~~I.D.B.I.~~..... Bank ~~Barabani~~ Branch Rs.11,000/-
- d) Sri Debasis Mondal shall accepts the said sum of

For M/s. SWADIST BISCUITS. PVT. LTD
Shyamal K. Chakraborty

Debasis Mondal

Rs.22,000/- (Rupees Twenty two thousand only) in two separate cheques as above and will hand over receipts and acknowledgement of receiving the said amount without any protest.

- e) That the aforesaid payment shall also cover all statutory dues, if at all, payable by the Company for its past current and future dues and shall stand automatically settled and if at any point of time, it is found that any amount is legally payable by the Company to Sri Debasis Mondal by reason of any statutory obligation or otherwise the payment above referred shall be deemed to have been made in full discharge off such liability.
- f) That all disputes between the Company and Sri Debasis Mondal stands settled on signing of this Memorandum of Settlement and Sri Debasis Mondal will have no claim whatsoever against the Company or its Directors in any manner on account of salary, bonus, leave salary/pay, gratuity including the claim of future employment.
- g) That Sri Debasis Mondal hereby absolutely disclaim and relinquish all claims or demands or cause of action in

For M/s. SWADIST BISCHNES PVT. LTD.
Shyamal K. Sharma

Sri Debasis Mondal

respect off the Industrial Disputes Act, 1947, West Bengal Shops & Establishments Act, 1963, The Payment of Wages Act, 1936 and/or The Payment of Gratuity Act, 1972 or otherwise and accept the same unequivocally.

- h) That the parties shall jointly submit an application along with a signed copy of this Memorandum of Settlement before the Ld. Seventh Industrial Tribunal, West Bengal for passing an Award in Case No. 42/15/2A(2) in terms of this Memorandum of Settlement.

6. That the company undertakes to take positive initiation to assist Sri Debasis Mondal to get the Contributory Provident fund amount from the concerned authority unconditionally as per prescribed procedure to be complied either of the parties initiation to this purpose.

P.F. Dues Paid 14.6.18

By way of deposit in
Sri Debasis Mondal
Shyamal K. Dikare

Signed this 8th day of June, 2018.

For the Company

For M/s. SWADIST BISCUITS PVT. LTD.
Shyamal K. Dikare

For the Applicant

Debasis Mondal

Approved
Debasis Mondal
29/5/18