

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

No. Labr/ 31.1.19/(LC-IR)/

Date : 10.01.19

ORDER


WHEREAS under the Government of West Bengal, Labour Department Order No. 22-I.R. dated 07.01.2008 the Industrial Dispute between M/s Ramkrishna Mission Institute of Culture, Golpark, Kolkata-700 029 and their workman Sri Ram Narayan Mishra, 30E, Gariahat Road, Kolkata-700 029 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, First Industrial Tribunal, West Bengal.

AND WHEREAS the Judge of the said First 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 Dispute Act, 1947 (14 of 1947), the Governor is pleased hereby to publish the said award as shown in the Annexure hereto.

ANNEXURE

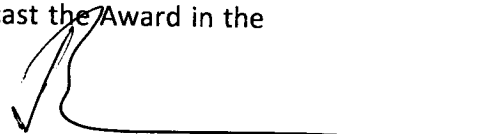
(Attached herewith)


By order of the Governor,
Deputy Secretary
to the Government of West Bengal

No. Labr/ 31/1(5)/(LC-IR)

Date : 10.01.19

- Copy, with a copy of the Award, forwarded for information and necessary action to :
1. M/s Ramkrishna Mission Institute of Culture, Golpark, Kolkata-700 029.
 2. Sri Ram Narayan Mishra, 30E, Gariahat Road, Kolkata-700 029.
 3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
 4. The Labour Commissioner, W.B. New Secretariate Buildings, 1, K. S. Roy Road, 11th Floor, 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
Date : 10.01.19

No. Labr/ 31/2(2)/(LC-IR)

- Copy forwarded for information to :
- 1 The Judge, First Industrial Tribunal, West Bengal with reference to his Memo No.1020-L.T. dated 25.05.2018.
 - 2.The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Deputy Secretary

In the matter of an industrial dispute between M/s. Ramakrishna Mission Institute of Culture, Gol Park, Kolkata-700 029 and their workman Sri Ram Narayan Mishra, 30E, Gariahat Road, Kolkata-700 029.

(CASE NO. VIII-02/08)

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. 22-I.R./IR.11L-105/2007, dated 07.01.2008 by which an industrial dispute between M/s. Ramakrishna Mission Institute of Culture, Gol Park, Kolkata-700 029 and their workman Sri Ram Narayan Mishra, 30E, Gariahat Road, Kolkata-700 029 as referred by the Labour Department, Govt. of West Bengal to this tribunal for adjudication.

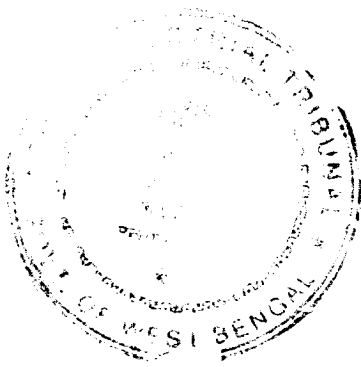
The issues specified in the order of reference are as follows:

I S S U E(S)

1. Whether the termination of service of Sri Ram Narayan Mishra by the management of M/s. Ramakrishna Mission Institute of Culture from 14.09.2006 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 22.01.2008. Thereafter, notices were issued to the parties asking them to appear and to file written statement. The parties did not turn up in spite of service of notices. Consequently, a 'No dispute' award was passed on 11.03.2008. Thereafter, the workman filed an application for restoration of reference after setting aside the said 'No dispute' award. After hearing both sides the said application was dismissed by this tribunal vide order no. 9 dated 28.11.2008. Thereafter, the workman moved the Hon'ble High Court in WP no. 110 (w) of 2009. But Hon'ble High Court vide order dated 20.01.2012 was pleased to set aside the order dated 11.03.2008 and 28.11.2008 passed by this tribunal and the said WP was disposed accordingly. Thereafter both parties appeared and application was filed by the workman in terms of the said order passed by the Hon'ble High Court and thereby allowing him to contest the case. During the pendency of the said application the parties expressed their desire to have the dispute mentioned in the order of reference settled amicably. Accordingly, they sought for time to explore the possibility of settlement.

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



Statement of the workman Ram Narayan Mishra and Swami Tattwatitananda for the company is recorded on S/A. Perused the letter of authority issued by Swami Suparnananda, Secretary of Ramakrishna Mission Institute of Culture, Golpark, authorising said Swami Tattwatitananda to adduce evidence on behalf of the opposite party, namely, said Mission. The workman has stated that the disputes involve in the instant proceedings has been settled by and between him and the employer namely, the opposite party, Ramakrishna Mission Institute of Culture. He has stated that such settlement has been made them at their own accord and nobody induced him to enter into such settlement. He has further stated that in terms of such settlement the employer Ramakrishna Mission Institute of Culture issued to him an Account Payee Cheque No. 147000 dated 15.05.2018 drawn on United Bank of India, Golpark branch in his name. He has further stated that the contents of the Memorandum of Settlement and the Joint petition of compromise was read over and explain to him in Hindi and having satisfied, he signed the same voluntarily in presence of Ld. Advocate on record of the parties. He has prayed for passing necessary award in terms of settlement.

The statement Swami Tattwatitananda is recorded on S/A. He has also stated that the disputes involve in the present proceedings have been settled amicably by the workman and the management. He has also stated that a joint petition together with Memorandum of Settlement have been filed for passing necessary award in terms of such settlement. He has signed the same for the employer being duly authorised. He has produced the letter of authority. The witness has also stated about handing over one Account Payee Cheque in the name of the workman in terms of such settlement.

Decision with Reasons

Considered the aforesaid statement of the witnesses. Considered also the joint petition filed by the parties which are duly signed their Ld. Advocates. Perused also the Memorandum of Settlement in the form of affidavit signed by the parties. Perused the money receipt signed by the workman regarding receipt of Rs. 3 lakhs through an Account Payee Cheque handed over to him by the opposite party namely the Ramakrishna Mission Institute of Culture, Golpark, seen also the xerox copy of said cheque. Heard the Ld. Advocate of both parties. The term of settlement appears to be valid and illegal. The parties have categorically stated that they signed the joint petition of compromise and the Memorandum of Settlement voluntarily. That being so, I find no legal impediment to accept the said Memorandum of Settlement. Consequently, the joint petition filed by the parties to settle the dispute in terms of the Memorandum of Settlement is allowed. Accordingly, I hold that an award should be passed as prayed for by the parties in terms of said joint petition of compromise and Memorandum of Settlement.



Hence, it is

ORDERED

let an award be passed in terms of the Memorandum of Settlement dated 16.05.2018 duly signed by the parties. 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

21.05.2018

**JUDGE
FIRST INDUSTRIAL TRIBUNAL
WEST BENGAL**





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

22AB 409113

MEMORANDUM OF SETTLEMENT

THIS MEMORANDUM OF SETTLEMENT is made this 16th day of May, 2018 **BETWEEN RAMAKRISHNA MISSION INSTITUTE OF CULTURE**, (A Branch Centre of Ramakrishna Mission, P.O. Belur Math, District-Howrah, West Bengal-711202), Golpark, Kolkata-700029, through its Secretary namely, Swami Suparnananda and represented by Swami Tattwatitananda of the **FIRST PART**; AND Mr. Ram Narayan Mishra, son of Late Ramabatar Mishra, residing at 30E, Gariahat Road, Kolkata- 700 029 of the **SECOND PART**.

Sw. Tattwatitananda,

Mr. Ram Narayan Mishra

WHEREAS the party of the SECOND Part was employed as a Security Guard of the party of the FIRST Part.

AND WHEREAS a court case i.e. Case no.VIII-2 of 2008 (Ram Narayan Mishra -Versus- Ramakrishna Mission Institute of Culture, Golpark, Kolkata- 700 029) is pending before the Learned First Industrial Tribunal, West Bengal, at Kolkata; The termination of the party of the SECOND PART from the service of the party of the FIRST PART is the subject matter of the aforementioned litigation.

AND WHEREAS the party of the SECOND PART approached the party of the FIRST PART to settle the purported dispute existing between them, mutually and such mutual settlement having been arrived at by the parties, the party of the FIRST part is hereby making payment of a sum of Rs. 3,00,000/- (Rupees Three Lakhs) only through an Account Payee Cheque/Demand Draft bearing No. 147000, drawn at UNITED BANK OF INDIA, GOL PARK Branch in favour of the party of the SECOND Part.

AND WHEREAS such payment of Rs. 3,00,000/- (Rupees Three Lakhs) includes the following heads :

1. Gratuity till termination along with interest, if any;
2. Leave Salary till termination along with interest, if any;
3. Due Bonus, if any;

Sa. Tathavahananda

[Handwritten signature]

4. Any other payment and/ or arrears thereof due and payable in favour of the party of the SECOND PART along with interest, if any (excluding the Amount accumulated on account of Provident Fund);

AND WHEREAS the party of the FIRST part apart from making payment of a sum of RS. 3,00,000/- (Rupees Three Lakhs) will take necessary steps to disburse the amount accumulated on account of Provident Fund as and when the same is received from the Head Quarter, being Ramakrishna Mission, P.O. Belur Math, District- Howrah, West Bengal- 711202 (Head Quarter in short) upon deduction of the outstanding loan amount. It is, however, being clarified by the party of the FIRST PART that the entire exercise regarding payment of the Provident Fund amount including the computation is to be undertaken by the Head Quarters as per usual procedure. The party of the SECOND PART undertakes to render assistance and co-operate in relation to all necessary formalities regarding disbursement of the amount accumulated on account of Provident Fund, as and when called for.

AND WHEREAS; the party of the SECOND Part upon receipt of the sum of 3,00,000/- (Rupees Three Lakhs), as mutually agreed, undertakes that he has no further claim against the party of the FIRST part and to take all necessary steps to withdraw and/or not to proceed with the pending purported litigation/ dispute being Case No.VIII-2 of 2008 (Ram Narayan Mishra -Versus- Ramakrishna Mission Institute of Culture, Golpark, Kolkata- 700 029).

Sv. Tathavatananda

राम नारायण मिश्रा

AND WHEREAS; in terms of the conditions as set out hereinabove all disputes and differences between the parties of the both parts are mutually and amicably settled between the parties;

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

Dr. Tattwatitananda,

*SIGNED, SEALED AND DELIVERED at

..... By the party

Of the First Part in the presence of:-

WITNESSES:-

1. *Sai Kumar Subey*
Advocate
16-05-18

2. *Kashinath Singh*
Advocate
16/5/18

रुद्रेश्वर कश्यप

SIGNED, SEALED AND DELIVERED at

..... By the party

Of the Second Part in the presence of:-

Witnesses:

1. *Sai Kumar Subey*
Advocate,
16-05-18

2. *Kashinath Singh*
Advocate
16/5/18

RECEIPT

Received on this 16^m day of May, 2018 from the party of the FIRST Part a sum of Rs. 3,00,000/- (Rupees Three Lakhs) only through an Account Payee Cheque/Demand Draft, bearing No. 147000, drawn at UNITED BANK OF INDIA, GOL PARK Branch in favour of the party of the SECOND PART, being in full and final settlement and/or discharge of all claims and/or demands which the party of the SECOND Part has against the party of the FIRST Part.


RAM NARAYAN MISHRA

Date: 16.05.2018

Place: Kolkata .



युनाइटेड बैंक ऑफ इंडिया
UNITED BANK OF INDIA

GOL PARK
KOLKATA - 700029
IFS Code : UTBI0GOP172

VALID FOR THREE MONTHS ONLY

| | | | | | |
|----|---|-----|---|------|---|
| 15 | | MAY | | 2018 | |
| D | D | M | M | Y | Y |

Pay Ram Narayan Mishra या धारक को Or Bearer

रुपये Rupees Three Lacs Only

अदा करें ₹ 3,00,000 -

A/c.No. 0374010042153

A/c. Payee Only

The Ramakrishna Mission Institute of Culture

For RKMIC

Swami Supannava

Secretary / Asst. Secretary / Treasurer

AUTHORISED SIGNATORY

MPL/SB

Payable at par at all branches
सभी शाखाओं में सममूल्य पर देय

कृपया उमर हस्ताक्षर करें Please sign above this line.

⑈ 147000⑈ 700027059⑈ 042153⑈ 31