

I/457863/2023

(2)

No Labr/1049/1(2) – IR Dated 30/11/2023

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal with reference to his Memo No. Dte/514JT/63 -L.T. dated 21/11/2023.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

solt
Assistant Secretary

No. Labr/1049/2(5) – IR Dated 30/11/2023

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

1. M/s. Khaitan Electronics (Unit-11), P-38, India Exchange Place, 3rd Floor, Kolkata - 700001.
2. Sri Bikash Chandra Meur, Vill. – Garmirzapur, P.O. – Mashila, P.S. – Sankrail, Dist. - Howrah.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B., New Secretariat Building (11th Floor), 1, Kiran Sankar Roy Road, Kolkata – 700001.
- ✓ 5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

Signature
30/11/2023

Signature
Assistant Secretary

1/457863/2023

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

No. Labr/. 1049 / (LC-IR)/22015(16)/62/2023 Date: 30/11/2023

ORDER

WHEREAS an industrial dispute existed between M/s. Khaitan Electronics (Unit-11), P-38, India Exchange Place, 3rd Floor, Kolkata - 700001 and workman Sri Bikash Chandra Meur, Vill. - Garmirzapur, P.O. - Mashila, P.S. - Sankrail, Dist. - Howrah regarding the issues being a matter specified in the Second schedule of the Industrial Dispute act, 1947 (14 of 1947);

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

AND WHEREAS the Fifth Industrial Tribunal has submitted to the State Government its Award dated 21/11/2023 in case No. 02/11 of 2A (2) on the said Dispute vide memo no. Dte/514JT/63 -L.T. dated 21/11/2023.

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,

solt
Assistant Secretary
to the Government of West Bengal

Before the 5th Industrial Tribunals, Kolkata

Case No. 02/11/ U/S 2(A) (2)

Under Section 10 (2A) of the Industrial Disputes Act, 1947

M/s. Khaitan Electronics.

-VS-

SRI Bikash Chandra Meur

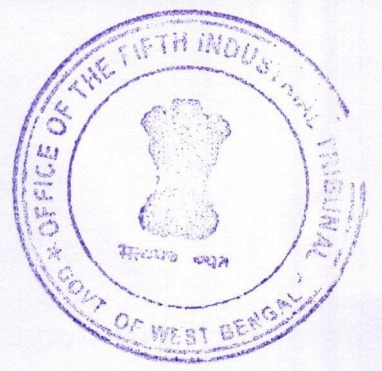
A W A R D D A T E D , 2 1 / 1 1 / 2 0 2 3

This Industrial Dispute between M/s. Khaitan Electronics (Unit-II), P-38, India Exchange Place, 3rd Floor, Kolkata – 700 001 and its workman Shri Bikash Chandra Meur, Village Garmirzapur, P.O. Mashila, P.S. Sankrail, District- Howrah has been initiated due to an application filed by Shri Bikash Meur U/S- 10 read with Sub Section – 2(A) 2 of the Industrial Disputes Act, 1947 against M/s. Khaitan Electronics as stated above. Thereafter, the O.P/Company appeared before this Tribunal and filed their written statement. On the basis of both the written statements this Tribunal has framed the following issues on 28.06.2012 for the purpose of adjudication of the case.

ISSUES

- (1) Is the case maintainable in its present form?
- (2) Is the case filed after the expiry of the statutory period?
- (3) Whether the termination of workman Shri Bikash Meur from service by the Management of M/s. Khaitan Electronics by letter dated 22.09.2010 with effect from 28.09.2010 is justified, proper and legal?
- (4) Is workman entitled to get the relief as prayed for?
- (5) To what other relief or reliefs, if any, the workman is entitled?

Originally the case record was fixed for argument. On 27/07/2023, both the parties jointly submitted that both the parties have agreed among themselves to settle the disputes and to that effect they like to file a memorandum of settlement before this Tribunal. On 17.11.2023 both the parties have filed a joint petition and they also filed a memorandum of settlement duly signed by both the parties and also notarized and also two affidavit in chiefs one is of Sri Bikash Chandra Meur i.e. the workman of this case and another one of Sri Jayanta Gupta, the Manager, H.R. & Admin. for khaitan Electronics. Today both the parties have filed a joint petition along with the memorandum of settlement duly signed by both the parties supported by verification and also prayed for disposed of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are present along with their Ld. Advocates and Ld. Advocate for M/s. Khaitan Electronics submitted that he has no objection if the instant case is disposed of on the basis of the terms and conditions of the Memorandum of Settlement.



Balw
21. 11. 2023
Judge,
5th Industrial Tribunal
Govt. of West Bengal

Both the Ld. Advocates of the parties jointly submitted that the dispute between the parties in the present case has been amicably settled out of Court / Tribunal and to that effect a memorandum of settlement dated 17/11/2023 has prepared by both the parties and the parties also finalized their disputes in terms of the memorandum of the settlement. In view of the above facts and circumstances both the parties prayed for disposal of the case in terms of memorandum of settlement dated 17/11/2023.

In support of their contention the workman Shri Bikash Chandra Meur examined himself as PW-1, who is the workman of M/s. Khaitan Electronics and the memorandum of settlement is marked as Exhibit-1 and the photocopies of his Aadhaar Card is marked as Exhibit-2. He also admitted and agreed with the terms and condition of the Memorandum of Settlement and prays for disposal of the case in view of the Terms and Conditions of the Memorandum of settlement and his cross examination is declined by the Ld. Advocate of M/s. Khaitan Electronics.

On the contrary Shri Jayanta Gupta, one of the Manager H.R. & Admin. of M/s. Khaitan Electronics. examined himself as MW-1 and the photocopy of Authorisation letter dated **17/11/2023** issued by Mr. Pradip Kumar Khaitan one of the partner of M/s Khaitan Electerronics is marked as Exhibit-A and the photocopy of Aadhaar Card of Shri Jayanta Gupta is marked as Exhibit-B and his High Court Bar Association Identity Card is marked as Exhibit-C and the photocopy of money receipt dated **17/11/2023** is marked as Exhibit-D and he has categorically stated about the settlement by and between the parties and he also stated that the management of M/s. Khaitan Electronics has no objection if the present case is disposed off as per terms and conditions of the settlement petition and practically the management of M/s. Khaitan Electronics also prays for disposed of the case on the basis of the terms and condition of the settlement petition.

This Tribunal has carefully examined the terms and condition of the memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties.

It reveals that the management of M/s. Khaitan Electronics duly authorized Vide Authorisation letter dated **17/11/2023** to empower to Sri Jayanta Gupta to sign and execute the terms and conditions of settlement between the parties and accordingly Shri Bikash Meur has put his signatures upon the same and Mr. Jayanta Gupta also puts his signature upon the joint petition as well as upon the memorandum of settlement on behalf of M/s. Khaitan Electronics. It further reveals that the management has paid **Rs. 5,00,000/-** to the Petitioner Shri Bikash Meur through Demand Draft No.963614611 of **Indian Overseas Bank**, Sealdah Branch which has been admitted by the petitioner Sri Bikash Meur in his examination in chief.

Having regard to the facts and circumstances and considering the materials on records and the terms of the settlement, this Tribunal is of the opinion that the terms and conditions of the settlement dated 17/11/2023 by and between the parties of this case are legally valid and proper.

There is no legal impediment to accept the terms and condition of the settlement and to dispose of the case between the parties.

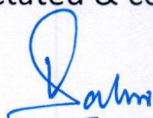
Hence,

ORDERED

that the application dated 17/11/2023, filed by both the parties are allowed in presence of both the parties of this proceeding along with their Ld. Advocates. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 17/11/2023 and the said memorandum of settlement be made part of this award.

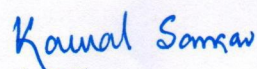
This is the Award of this Tribunal.

Dictated & corrected by me.



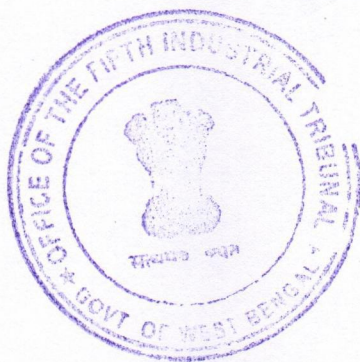
Judge, 5th Industrial Tribunal,
Kolkata
21/11/2023

**Judge,
5th Industrial Tribunal
Govt. of West Bengal**



Judge, 5th Industrial Tribunal,
Kolkata
21/11/2023

**Judge,
5th Industrial Tribunal
Govt. of West Bengal**



BEFORE THE LEARNED 5th INDUSTRIAL TRIBUNAL WEST
BENGAL AT KOLKATA

Jayanta Gupta

A photocopy of said agreement for settlement alongwith copy of said draft are annexed herewith and marked as Annexure "A" collectively.

4. That the concerned workman does not want to proceed with the matter since his all disputes has been settled and he has no grievances against the company abovenamed whatsoever in nature.
5. That since the parties have settled their disputes and praying before this Learned Tribunal to pass an award in terms of the settlement enclosed herewith.
6. That the parties are filing there respective affidavits before this Learned Tribunal and the said affidavits are enclosed herewith and marked as Annexure "B" collectively.
7. That this petition is bonafide and made for ends of justice.

In the circumstances, it is therefore humbly prayed that the Learned Tribunal may graciously be pleased to pass an award in terms of the said settlement filed before this Learned Tribunal and/or pass such necessary order or orders as your Honour may deem fit and proper.

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

Bikash Chandra Meher

Jayanta Gupta
 Manager H & Admin
 For Khaitan Electronics (Unit-II)

VERIFICATION

I, Jayanta Gupta, son of Sri Hrishikesh Gupta, aged about 50 years, working for gain at M/s. Khaitan Electronic (Unit-II) do hereby state and declare that the statements made herein above are true to my knowledge save and except those are made humble submissions before this Learned Tribunal.

I sign this verification on 17th day of November, 2023 at Tribunal's premises.

Jayanta Gupta

VERIFICATION

I, Bikash Chandra Meur, son of Late Kishori Mohan Meur, aged about 53 years, workman in the instant matter do hereby state and declare that the statements made herein above are true to my knowledge save and except those are made humble submissions before this Learned Tribunal.

I sign this verification on 17th day of November, 2023 at Tribunal's premises.

Bikash Chandra Meur

Before the Learned 5th Industrial Tribunal, West Bengal

Case No.02 of 2011 U/S 2A(2)

In the matter of:-

An Industrial Disputes

Between

M/s Khaitan Electronic (Unit-II)
Company

Vs.

Their Workman Sri Bikash
Chandra Meur Of Village-
Gurmirjapur, Post Office-Mashila,
Police Station-Sankrail, District-
Howrah Pin- 711 302.(Hereinafter
shall be referred to as the
workman)

.....Workman/Applicant

SHORT RECITAL OF THE CASE.

The concerned workman Sri Bikash Chandra Meur became the General Secretary of Khatian Electronics (Unit-II) works Union, which is one registered trade union under the Act, having its Registration No.25203 and such union is affiliated to INTUC. That being the General Secretary he used to raise his voice against the unfair labour practise of the management and functioning as a General Secretary of the aforesaid

union, the management of the company became very much annoyed and chalked out various plans and programmes to victimise the concerned workman for his trade union activities under the banner of the said union. The management of the company wanted to oust him from service by hook or crook to crush the trade union activities of the union as named above. Thus, as a product of plans of programmes, as mentioned hereinbefore the management of the company suddenly issued one show cause notice at first on 26th August, 2009, containing false and fabricated allegations against the concerned workman. The concerned workman denied and disputed all allegations brought against him. However again the concerned workman was punished with a "warning" by letter dated 12.09.2009 although the concerned workman never accepted the allegations brought against him. However, again he was directed to submit his explanation on baseless allegations as embodied in the letter dated 12.09.2009 also. It is matter of record that the management had made contradictory statement, which can be found from their letter dated 07.09.2009 and 12.09.2009 also. The management after holding one enquiry most arbitrarily and illegally dismissed the concerned workman from service w.e.f. 28.09.2010 and the concerned workman after receipt of such dismissal order recorded his protest in writing on 18.10.2010 wherein it was categorically mentioned that he has been dismissed only for his trade union activities. Thereafter the workman raised a dispute before the

Conciliation Officer Government of West Bengal as the matter could not be settled within 45 days have been over from the date of raising dispute before the Labour Commissioner of the appropriate Government in the present case, i.e. Government of West Bengal the present matter was referred to the Industrial Tribunal West Bengal for proper adjudication.

TERMS AND CONDITIONS

1. That it has been decided by both the parties after protracted discussion by and between the parties that they want to settle the dispute which is pending between the parties amicably without any force, coercion and/or undue influence.
2. The Management will pay to the workman a sum of Rs 5,00,000/- (Five Lakhs) through Demand Draft being No. 36/461..... Dated 16/11/2023 in full and final settlement of all his dues/claims pertaining to earned wages, leave wages and bonus etc, ^{inclusive of gratuity and} whatsoever pertaining to the employment of the workman with the management. The workman will not have ^{or whatsoever in nature} any claim/demand for reinstatement or re-employment. The workman agrees to execute the receipt as annexed herewith as Annexure-A.

3. The workman will withdraw all his disputes/ complaints/ applications pending before the Industrial Tribunal ~~and~~ ^{and} will ~~not~~ ^{not} raise any dispute against the management ^{in future}.

IN WITNESS whereof of both the parties appended their signature in token of their having accepted the above terms and conditions.

Dated this 17th Day of November, 2023.

Jayanta Gupta
 Manager HR & Admin
 For Khaitan Electronic (Unit -II)
 For and on behalf of the Management

Bikash Chandra Meur
 Workman.

ANNEXURE-A

Received a sum of Rs 5,00,000/- (Five Lakhs) Demand Draft No 361461 dated 10.11.22 in full and final settlement of all my dues pertaining to my employment with the Management I have no claim for reinstatement or re-employment in future.

Bikash Chandra Meher



इण्डियन ओवरसीज बैंक Indian Overseas Bank

DD No. 963614611

केवल तीन महीने के लिए वैध VALID FOR THREE MONTHS ONLY

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SEALDAH BRANCH-127

मंगि जानेपर

On Demand pay CHANDRA MEUR*****

को या उनके आदेश पर
Or Order

Five Lakh only

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प्राधिकृत हस्ताक्षरकर्ता AUTHORIZED SIGNATORIES
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