

I/403954/2023

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

No. Labr/. 467 . /(LC-IR)/

Date: . 08/06/ 2023.

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order No. Labr/244-IR/I.R./11L-47/2007(B) dated 23.02.2011 the Industrial Dispute between M/s. Bata India Ltd., 6A, S. N. Banerjee Road, Kolkata - 700013 and its workman Namely Shri Tarak Nath Das alias Shri Tarak Das, 13/1 Ghosh Para Lane, Kolkata - 700036 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 First Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 19/05/2023 on the said Industrial Dispute vide memo no. 663 – L. T. dated. 30/05/2023.

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,

sdlr

Assistant Secretary
to the Government of West Bengal

I/403954/2023


No. Labr/. 467/1(5)../(LC-IR)

Date: . 08/06. /2023.

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

1. M/s. Bata India Ltd., 6A, S. N. Banerjee Road, Kolkata - 700013.
2. Shri Tarak Nath Das alias Shri Tarak Das, 13/1 Ghosh Para Lane, Kolkata - 700036.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariate Building, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
- ✓ 5. The Sr. Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

Z.A.D. (AS.)
Matter related to I.R.
Pl. look into it
08/06/2023

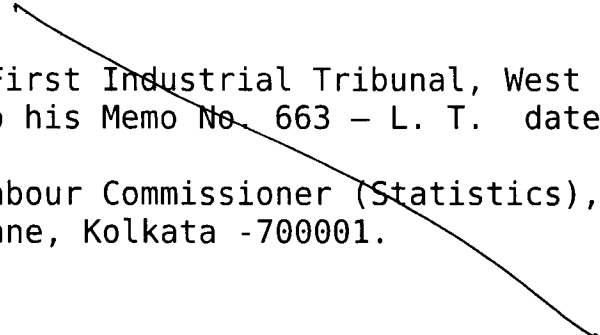

Assistant Secretary

No. Labr/. 467/2(2)../(LC-IR)

Date: . 08/06. . /2023.

Copy forwarded for information to:

1. The Judge, First Industrial Tribunal, West Bengal with reference to his Memo No. 663 - L. T. dated. 30/05/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.


Assistant Secretary

H.A. (IT)
For uploading
in web site. website. 08/06/2023

Dipankar
09/06/2023

In the matter of an Industrial Disputes exists between M/s Bata India Limited , 6A, S. N. Banerjee Road, Kolkata – 700 013 and their workman Namely Shri Tarak Nath Das, 13/1 Ghosh Para Lane, Kolkata – 700 036.

G.O. No. 244-I.R./IR/11L-47/2007(B), dated 23.02.2011

BEFORE THE FIRST INDUSTRIAL TRIBUNAL: WEST BENGAL

PRESENT

**SHRI UTTAM KUMAR NANDY, JUDGE
FIRST INDUSTRIAL TRIBUNAL, KOLKATA**

Date of Order: 19.05.2023

Case No.: VIII – 14/2011

This case has been initiated on 03.03.2011 on receipt of a copy of Government order of reference No. 244-I.R./IR/11L-47/2007(B), dated 23.02.2011 from the Labour Department, Government of West Bengal referring an industrial dispute between M/s Bata India Limited , 6A, S. N. Banerjee Road, Kolkata – 700 013 and their workman Namely Shri Tarak Nath Das, 13/1 Ghosh Para Lane, Kolkata – 700 036 for adjudication of the matter and submitting its award to the State Government in respect of the issues mentioned below:

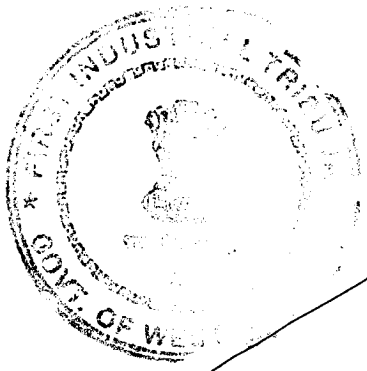
ISSUES

- 1) Whether the termination of service of Shri Tarak Nath Das @ Tarak Das by way of refusal of employment w.e.f. 22.04.2009 is justified?
- 2) What relief, if any, is he entitled to?

After initiation of the present case, parties to the dispute after appearing themselves before this Tribunal filed their written claim statement and counter written statement along with list of documents and photocopies of documents.

During continuation of the instant proceeding the workman filed an application u/s 15(2)(b) of the Industrial Disputes Act 1947 on 01.02.2012 praying for granting interim relief and the said application after being considered this Tribunal has rejected the same on contest on 19.07.2017.

The case was fixed for hearing on merit and while this process has been going on parties to the case filed a Memorandum of Settlement u/s 2p of the Industrial Disputes Act 1947 read with Rule 68 of the West Bengal Industrial Dispute Rules 1958 upon some terms and conditions which have been clearly written in the Memorandum of Settlement as Terms and Conditions of settlement which has been duly signed by the parties to the case i.e. by Mr. Tarak Nath Das @ Tarak Das as workman and Arun Ghosh, Manager Legal for M/s Bata India Limited stating inter-



alia that Shri Tarak Nath Das alias Tarak Das was engaged as temporary hands the company for operational exigencies. When he was disengaged he raised a dispute with the company and thereafter he also raised the dispute with the Labour Department, Government of West Bengal regarding his alleged separation by way of refusal of employment w.e.f. 22.04.2009 and ultimately the said dispute was referred to this Tribunal for adjudication of the same upon the aforesaid issues. The case was registered as VIII-14/2011.

During the pendency of the matter the Workman approached the management of the Company for resolution of the matter out of the Court/Tribunal. Accordingly discussion were held in a cordial atmosphere between the parties for an amicable settlement of the dispute so raised.

Hence the settlement.

In terms and conditions of Settlement it is agreed and accepted by both the parties of the instant case to the effect that Mr. Das the workman shall get one time ex-gratia amount for a sum of Rs. 1,10,000/- (Rupees one lakh ten thousand) only from the Company in his full and final settlement of his all claims, demands, disputes, statutory dues either monetary or otherwise against the company including but not limit to any of his claim, demand and dispute for reinstatement, reemployment or fresh employment, wages, back wages, arrears of wages, statutory dues or any claim, demand and dispute in any manner whatsoever either monetary or otherwise.

The Workman shall get the settlement amount by 2(two) separate Demand Drafts of Rs. 55,000/- (Rupees fifty five thousand) each bearing No. 909676 and 909677 dated 10.05.2023 drawn on HDFC Bank Limited, Stephen House, 4, B.B.D. Bag (E), Kolkata – 700 001.

The Demand Drafts are original in nature and has been handed over to the Workman in open Ejlash of this Tribunal for which the Workman has given proper receipts of the same in favour of the Company and it has been recorded in his deposition being taken on 19.05.2023 as PW-1. It is also settled between the parties that the Company shall cooperate the Workman in respect of disbursement of PF amount being accumulated, if any, of the Workman.

On perusal of the evidences, documents and the contents of the Memorandum of Settlement along with hearing of the parties to the case I am of opinion that the settlement has been reached in between the contending parties amicably and there lies no more conflict/conflicts between the parties.

So, the settlement has been voluntarily effected, it is genuine one and as per terms and conditions of the settlement the Workman Mr. Das has already get his settlement amount of Rs. 1,10,000/- (Rupees one lakh ten thousand) only by 2 (two) Demand Drafts as mentioned above on 19.05.2023. Mr. Das, the concerned

Workman hereby states, declares and confirms that the Company stands discharged from all liabilities and obligations owed to Mr. Das in relation to and arising out of the instant dispute whether in present or in future and that he shall not make any further claim against the Company in any manner whatsoever.

Since the settlement is voluntary one and there remains no more disputes between the parties this Tribunal is of firm opinion that the Memorandum of Settlement shall be accepted and accordingly the same is accepted.

Hence it is

AWARDED

In pursuance of the observations made above, the instant case No. VIII – 14/2011 is disposed of on the basis of Memorandum of Settlement dated 19.05.2023 and considering all aspects and having heard the Ld. Counsel for the Company and the Workman himself the prayer made in Memorandum of Settlement is allowed and AWARD accordingly is being passed on the basis of terms and conditions of the said Memorandum of Settlement, which be made part of this AWARD.

Thus the instant case is disposed of.

This is my AWARD.

The AWARD be sent to the Government.



Dictated & corrected by me

Sd/-

(Uttam Kumar Nandy)
Judge

[Handwritten signature]

Sd/-

(Uttam Kumar Nandy)
Judge
First Industrial Tribunal
Kolkata

JUDGE
FIRST INDUSTRIAL TRIBUNAL
WEST BENGAL