

I/391292/2023

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

No. Labr/ 342. . /(LC-IR)/ 11L-69/17

Date: 02/05/ 2023

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order No. 1021/(LC-IR)/IR/11L-69/2017 dated 18/10/2017 the Industrial Dispute between M/s Development Research Communication and Service Centre, 58A, Dharmatolla Road, Bosepukur, Kasba, Kolkata – 700042 and Sri Kashinath Ghosh, 55/2, K.K.M. Road, Santoshpur, Kolkata - 700075 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, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Fifth Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 31/03/2023 on the said Industrial Dispute vide memo no 376 - L.T. dated - 31/03/2023.

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,

Sd/-

Assistant Secretary
to the Government of West Bengal

/391292/2023

No. Labr/ 342/1(5) / (LC-IR)

Date: 02/05/2023

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

1. M/s Development Research Communication and Service Centre, 58A, Dharmatolla Road, Bosepukur, Kasba, Kolkata - 700042.
2. Sri Kashinath Ghosh, 55/2, K.K.M. Road, Santoshpur, Kolkata - 700075.
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.



Assistant Secretary

No. Labr/ 342/2(2) / (LC-IR)

Date: 02/05/2023

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal, West Bengal with reference to his Memo No.376- L.T. dated - 31/03/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.



Assistant Secretary

HTA ITA
J.S.
Ananda
04/05/2023

Before the 5th Industrial Tribunal, Kolkata

Case No. VIII-21/2017

**M/s. Development Research Communication
and Service Centre.**

-VS-

Sri Kashinath Ghosh

AWARD DATED, 31/03/2023

This Industrial Dispute between M/s. Development Research Communication and Service Centre, 58A, Dharmatolla Road, Bosepukur, Kasba, Kolkata – 700 042 and Sri Kashinath Ghosh, 55/2, K.K.M. Road, Santoshpur, Kolkata – 700 075 has been transferred from Labour Department, I.R. Branch, New Secretariat Buildings (12th Floor), 1, Kiran Sankar Roy Road, Kolkata – 700 001 to the 7th Industrial Tribunal by the Govt. of West Bengal, Labour Department's Vide G. O. No. Labr./1021/(LC-IR)/IR/11L-68/17, dated 18/10/2017 vide Notification No. 3115-IR/IR/3A-6/59 dated 21/06/1960 for the purpose of adjudication upon the under mentioned issues-

ISSUES

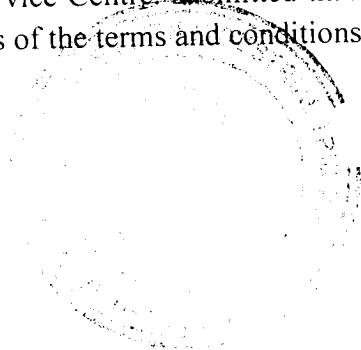
- (1) Whether the termination of service of Kashinath Ghosh by way of refusal of employment with effect from 16/02/2016 by the management of M/s. Development Research Communication and Service Centre is justified ?
- (2) What relief, if any the workman is entitled to ?

Thereafter this case was further transferred before this Tribunal vide G. O. No.Labr./699/(LC-IR)/23099/15/2019 dated 26/07/2019 and this Tribunal had received this case record on 01/08/2019.

Originally the case record was fixed for further argument of workman on 14/03/2023, but on that day both the parties filed a joint petition and 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. Date was fixed on 30/03/2023 for hearing of proposed settlement petition. On 30/03/2023 they have filed a memorandum of settlement duly signed by both the parties and also two affidavits in chief one of Sri Kashinath Ghosh i.e. the workman of this case and another of Sri Samir Bhattacharya who has represented the company i.e. M/s. Development Research Communication and Service Centre. They also filed one joint petition praying for proceeding the case for settlement in terms of the Memorandum of Settlement. They also prayed for dispose of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are present along with their Ld. Advocates. Ld. Advocate for M/s. Development Research Communication and Service Centre submitted that they have no objection if the instant case is disposed off on the basis of the terms and conditions of the Memorandum of Settlement.

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31.03.2023
5th Industrial Tribunal
Govt. of West Bengal



In support of their contention the workman Sri Kashinath Ghosh examined himself as PW-1, who was the workman of M/s. Development Research Communication and Service Centre and the memorandum of settlement is marked as Exhibit-1 and the photocopies of his Aadhaar and PAN Card of Sri Kashinath Ghosh are marked as Exhibit-2 and Exhibit-3 respectively. 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. Development Research Communication and Service Centre.

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. Development Research Communication and Service Centre duly authorized vide Authorization Certificate **dated 30/03/2023** empowered to Sri **Samir Kumar Bhattacharya** to sign and execute the terms of settlement between the parties and accordingly **Sri Samir Kumar Bhattacharya** put his signatures upon the same and the workman Sri Kashinath Ghosh also signed upon the same about knowing its contents. It further reveals that the management has paid Rs. **5,00,000/- (Rupees Five Lakhs only)** to the petitioner **Sri Kashinath Ghosh** through Bank Draft of Axis Bank, Prince Anwarshah Road, Kolkata, vide Bank Draft No. **029061** dt. **27/03/2023** which has been admitted by the petitioner to **Sri Kashinath Ghosh** in his examination-in-chief.

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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 30/03/2023 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 off the case between the parties.

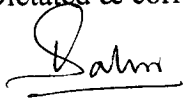
Hence,

ORDERED

that the application dated 30/03/2023, filed by both the parties are allowed in presence of both the parties of this proceeding along with their advocates. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 30/03/2023 and the said memorandum of settlement be made part of this award.

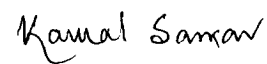
This is the Award of this Tribunal.

Dictated & corrected by me.



Judge, 5th Industrial Tribunal,
Kolkata
31/03/2023

Judge,
5th Industrial Tribunal
Govt. of West Bengal



Judge, 5th Industrial Tribunal,
Kolkata
31/03/2023

Judge,
5th Industrial Tribunal
Govt. of West Bengal



MEMORANDUM OF SETTLEMENT

1)	Name and address of the Society	:	Development Research Communication & Service Centre, 58A, Dharamtolla Road, Bose Pukur, Kasba, Kolkata - 700042.
2)	Name and address of the workman	:	Sri Kashinath Ghosh 55/2, K.K.M. Road, Santoshpur, Kolkata 700 075.

3) Representing the D.R.C.S.C. : Samir Bhattacharya

4) Representing the workman : Kashinath Ghosh

Facts :

5) Sri Kashi Nath Ghosh, the concerned applicant was an employee of Development Research Communication and Service Centre at Kolkata office (hereinafter referred to as society). He was dismissed from his service.

He raised an industrial dispute before the Labour Department. As the matter was not settled, a reference has been made to the 5th Industrial Tribunal, West Bengal.

Both the parties appeared and have been contesting the matter. During hearing both the parties have settled the matter out of the Ld. Tribunal in the following terms and conditions.

6) TERMS AND CONDITIONS OF SETTLEMENT

(a) It is agreed and accepted by Sri Kashi Nath ghosh that he has got no dispute with the Society in connection with any matter including the so-called issue referred to the Learned Tribunal vide order of Reference No. Labr./1021/(LC-IR)/IR/IIL-69/17 dt. 10.10.2017 (Ref. Case No. VIII – 21 of 2017).

(b) It is agreed and accepted by both the parties to the settlement that the entire dispute has been resolved out of the Learned Tribunal without creating any liability on the management of the Society in connection with Sri Kashinath Ghosh in any manner whatsoever.

(c) It is agreed and accepted by Sri Kashinath Ghosh that he shall not pray for reinstatement / re-employment in the company in any manner what so ever including back wages before any Authority, Labour Court, Tribunal or any Court of Law.

(d) It is agreed and accepted by both the parties to the instant settlement that Sri Kashinath Ghosh would be paid a sum of Rs.5,00,000/- (Rupees five lakhs) only by the Society in full and final settlement of his all dues and claims statutory or otherwise against the Society including any claim for reinstatement, re-employment or fresh employment along with back wages or any claim, statutory or otherwise inclusive of gratuity, in any manner whatsoever.

(e) It is agreed that out of Rs.5,00,000/- (Rupees five lakh) only as aforesaid is being paid to him vide one Demand Draft being No. 029061 dated 27.03.2023 drawn on Axis Bank, Prince Anwar Shaw Road Branch, Kolkata 700 033 and in full and final settlement of his all dues and claims statutory or otherwise against the Society in connection with the case VIII – 21 of 2017 Sri Kashinath Ghosh confirms that consequent upon payment of Rs.5,00,000/- (Rupees five lakhs) only he has got no claim/claims (statutory or otherwise) including gratuity in respect of the Society nor shall he himself or authorize anybody including any Union / Association to prefer any claim, statutory

or otherwise before any Authority, Labour Court, Tribunal or any Court of Law for preferring any claim for any amount against the society in any manner what so ever including claim for reinstatement, re-employment, fresh employment or back wages, interest or for any other amount whatsoever.

(f) It is confirmed by Sri Kashinath Ghosh that in receiving the demand Draft for the said amount of Rs.5,00,000/- (Rupees five lakhs) only, total amount, he shall handover a receipt as a token of his acceptance of the said amount in full and final settlement of his all dues and claims against the society.

(g) It is confirmed by Sri Kashinath Ghosh that upon payment of the settlement amount he is not interested at present with the Case No. VIII 21 of 2017 pending before the Learned Fifth Industrial Tribunal, Government of West Bengal, Kolkata in any manner whatsoever.

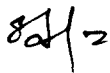
(h) It is confirmed by Sri Kashinath Ghosh that he has accepted the said payment without any reservation and without being influenced by any one. He also confirms that consequent upon payment of Rs.5,00,000/- (Rupees five lakhs) only by the

Society he is not entitled to receive any amount from the Society over and above the said amount statutory or otherwise in connection with Case No. VIII 21 of 2017 before the Learned Fifth Industrial Tribunal, Government of West Bengal. This settles all the disputes and differences between the parties fully and finally.

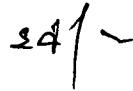
- (i) It is agreed by and between the parties in the settlement that in view of the amicable settlement arrived at, the society shall not proceed against him in any manner whatsoever including the present reference.
- (ii) It has been further agreed by both the parties that they shall keep the terms and condition of this settlement confidential and not to disclose the same to any employees (whether present or former) of the society or any third parties from the date of execution of the foregoing settlement.
- (iii) It is confirmed by both the parties that they shall have no reservation in the event the present case, as mentioned in Clause 5 of the foregoing settlement is disposed of consequent upon signing of this settlement

07. This settlement settles all disputes and demands arising out of the Case No. VIII-21 of 2017 pending before the Learned Fifth Industrial Tribunal, Government of West Bengal fully and finally and connected proceedings including any order passed in connection thereof.

IN WITNESS WHEREOF the parties put their signatures this the 30th day of March, 2023.



Signature of the workman



Signature of the management

Representative

Witness :-