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

No. Labr / . . 161 . . / (LC-IR) /

Date: . . 02/03/ . . 2023.

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order No. Labr/386/(LC-IR)/22015(15)/1/2022 dated 12/04/2022 the Industrial Dispute between M/s. R. S. Ispat Ltd., NH-2, P. O. - Chakundi, Dist.-Hooghly, PIN-712310 and its workmen R. S. Ispat Ltd. Employees' Union, C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. - Dankuni, Dist. - Hooghly, Pin - 712310 regarding the issue mentioned in the said order, being a matter specified in the Second / Third Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Third Industrial Tribunal, West Bengal.

AND WHEREAS the Third Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 17/02/2023 on the said Industrial Dispute vide memo no. 225-L.T. dated - 20/02/2023.

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/-

Sr. Deputy Secretary
to the Government of West Bengal

No. Labr/. 161/1(5)/(LC-IR)

Date: . . . 02/03 /2023.

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

1. M/s. R. S. Ispat Ltd., NH-2, P. O. - Chakundi, Dist.- Hooghly, PIN-712310.
2. R. S. Ispat Ltd. Employees' Union, C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. - Dankuni, Dist. - Hooghly, Pin - 712310.
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.


Sr. Deputy Secretary

No. Labr/./(LC-IR)

Date: /2023.

Copy forwarded for information to:

1. The Judge, Third Industrial Tribunal, West Bengal with reference to his Memo No. 225- L.T. dated - 20/02/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Sr. Deputy Secretary

**IN THE THIRD INDUSTRIAL TRIBUNAL,
NEW SECRETARIAT BUILDINGS, KOLKATA**

Case No. 16 of 2022 u/s 10 of the I. D. Act, 1947

Present: Shri Mihir Kumar Mondal
Judge, 3rd Industrial Tribunal
Kolkata

A W A R D

Dated: 17th day of February, 2023

In the matter of an industrial dispute between M/s. R. S. Ispat Ltd. NH-2, P.O. Chakundi, Dist. Hooghly and its workmen represented by the R. S. Ispat Pvt. Ltd. Employees' Union referred to this Tribunal by reference order vide No. Labr./386/(LC-IR)/22015(15)/1/2022 dated 12.04.2022 of the Labour Department, I. R. Branch, Govt. of West Bengal, New Secretariat Buildings, 12th floor, 1, K. S. Roy Road, Kolkata-700 001.

The aforementioned referral order was sent to this Tribunal after framing of issues by the appropriate Government.

The issues which are contained in the referral order are reproduced below:-

I S S U E (S)

1. Whether the demand of increment per year @ Rs.80/- per day raised by R. S. Ispat Pvt. Ltd. Employees Union (Regn. No. 22810), C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. Dankuni, Dist. Hooghly on behalf of workmen before the Management is justified? What relief, if any, are they entitled to?
2. Whether the demand of 20 nos. of holidays with full wages other than weekly holidays raised by R. S. Ispat Pvt. Ltd. Employees Union (Regn. No. 22810), C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. Dankuni, Dist. Hooghly on behalf of workmen before the Management is justified? What relief, if any, are they entitled to?

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3. Whether the demand of 24 hours dispensary for medical aid raised by R. S. Ispat Pvt. Ltd. Employees Union (Regn. No. 22810), C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. Dankuni, Dist. Hooghly on behalf of workmen before the Management is justified? What relief, if any, are they entitled to?
4. Whether the demand of Winter Garments & Rain Coat raised by R. S. Ispat Pvt. Ltd. Employees Union (Regn. No. 22810), C/o. Sk. Samsur Rahaman, Vill. & P.O. Chakundi, P.S. Dankuni, Dist. Hooghly on behalf of workmen before the Management is justified? What relief, if any, are they entitled to?

On receiving the 'Order' of the appropriate Government containing 'reference of dispute', this Tribunal issued notice upon both the parties. On receiving notice, the R. S. Ispat Pvt. Ltd. Employees Union (hereinafter referred to as 'Union') and M/s. R. S. Ispat Ltd. (hereinafter referred to as the 'Company') entered their appearance through the President of the 'Union' and through the Ld. Advocate engaged by the 'Company', complying the relevant provision of the West Bengal Industrial Dispute Act, 1947.

The case of the 'Union', in a nutshell, is that the Opposite Party M/s. R. S. Ispat Ltd. has been engaged in production of various iron foundry materials using machines. The 'Union' has claimed that the 'Company' has been executing its production through the plant, which is an engineering plant. The 'Union' is the conglomeration of workmen and the workmen have been working in the 'Company' being engaged by the management of the 'Company'. The workmen of the 'Company' perform their work for wages. It is claimed that an agreement was lastly entered in between the 'Union' and the 'Company' in presence of Dy. Labour Commissioner, Serampore, Hooghly in the month of April, 2018 for the period of 2017 to 2019 i.e. for complete 3 years. It is claimed that after the expiry of the effect of the said agreement for consecutive 3 years, the 'Union' being the representative of the workmen filed a charter of demand to the Management of the

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'Company' for making a fresh agreement for the years 2020 to 2022 i.e. for 3 years but the Management did not respond and thus, the 'Union' compelled to file the charter of demand to the Dy. Labour Commissioner, Serampore, Hooghly in the month of December, 2019. Accordingly, series of hearing took place as a measure of amicable settlement of the charter of demand but due to apparent non-cooperative attitude of the Management, the matter of charter of demand could not be settled. It is mentioned by the 'Union' that it is the matter of record that by way of amicable settlement, both the parties to this case reached to the consensus and they entered into the agreement that wages per day for the year 2017 would be increased by Rs.28.00, the wages per day for the year 2018 would be increased by Rs.24.00 and the wages per day for the year 2019 would be increased by Rs.24.00 keeping in mind the then consumer price index was 134.8. Now, the 'Union' has demanded for increase of wages @ Rs.80/- per day for the years 2020, 2021 and 2022 keeping in mind the present consumer price index 170.10. It is claimed that there is a rise of 36 points in the consumer price index in comparison to the present CPI and the earlier CPI. The 'Union' has demanded 20 nos. of holidays in the year to keep parity with the holidays granted by Govt. of West Bengal. The 'Union' has placed a claim of making arrangement of 24 hours dispensary for medical treatment of the workmen since the same is mandatory as per the Factories Act. The 'Union' has also demanded for providing winter garments and rain coat to each and every workman so that they can attend factory in every season without facing any inconvenience due to rain and cold.

The OP/Company is contesting this case and the OP/Company has filed Written Statement. The OP/Company by its Written Statement has denied the contents of para 5 of the statement of claim submitted by the 'Union'. The OP/Company has claimed that the 'Union' before expiry of the earlier agreement, which was set for expiry on 31.12.2019, filed a fresh charter of demand for the years 2020 to 2022 before the Dy. Labour Commissioner, Serampore on 18.12.2019. In presence of the Dy. Labour Commissioner, the Management of the OP/Company and the 'Union' joined the meeting to settle the charter of demand

but no positive result was yielded. It has been mentioned that Covid-19 pandemic had started to spread out from the month of March, 2020 and there was complete lock down throughout the Country for considerable period and in the result, the industry faced critical situation. It is mentioned that in spite of critical financial situation, the OP/Company did not stop payment of wages to its employees. It is mentioned in the W.S. that although the OP/Company was going through financial crisis, agreed to increase wages @ Rs.10/- per day for the year 2021 and Rs.15/- per day for consecutive two years i.e. for 2022 and 2023. In spite of such humanitarian approach taken by the OP/Company, the 'Union' was not satisfied and this matter was subsequently referred to this Tribunal for settlement. It has been mentioned in the W.S. that there are all total 26 working days in a month in the industry for workmen and currently, the OP/Company has been paying wages complying the latest circular of Govt. of West Bengal regarding minimum wages and also considering the consumer price index. It is claimed that demand of the 'Union' for increment of wages @ Rs.80/- per day for each of the years 2020, 2021 and 2022 is found as unjust, irrational and excessive. It has been mentioned in the W.S. that OP/Company according to the last agreement signed by the parties has already granted 3 additional holidays each year in addition to existing holidays for each year and thus, enhancement of holidays will cause serious negative effect to the day to day work of the factory. The OP/Company has declared that it provides first aid facility to all the employees in case of medical need and thus, demand of 24 hours dispensary is unjust and irrational. In the W.S., the OP/Company has claimed that it is not in position to bear any additional expenses for providing winter garment and rain coat to workmen in view of the recession of the market. The OP/Company has prayed for settlement of dispute by way of just adjudication considering the points raised by it in its W.S.

After submission of Written Statements and list of documents by the parties, exchange of documents took place. Thereafter, the matter was fixed for hearing on merit. Evidence of both sides was taken for proper adjudication of the dispute.

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In course of evidence, the 'Union'/applicant examined its President Mr. Koushik Chatterjee as PW 1 whereas OP/Company examined Uday Bosu as OPW 1.

During evidence of PW 1, the following documents were proved and exhibited:-

1. Photocopy of Form-J i.e. 'Form for Memorandum of Settlement in two sheets' – **Exbt. 1.**
2. Photocopy of Memorandum of Settlement for the years 2014 to 2016 in two sheets – **Exbt. 2.**
3. Photocopy of Memorandum of Settlement for the years 2011 to 2013 in two sheets – **Exbt. 3.**
4. Photocopy of Memorandum of Settlement for the years 2008 to 2010 in two sheets – **Exbt. 4.**
5. Photocopy of Memorandum of Settlement for the years 2005 to 2007 in two sheets – **Exbt. 5.**
6. Photocopy of Memorandum of Settlement for the period 25.07.2001 to 31.12.2004 in three sheets – **Exbt. 6.**
7. Photocopy of Memorandum of Settlement for the period 25.07.1998 to 24.07.2001 in three sheets – **Exbt. 7.**

During evidence of OPW 1, the following documents were proved and exhibited:-

1. Photocopy of Form-J i.e. filled up form for Memorandum of Settlement prepared on 18.04.2018 – **Exbt. A.**
2. Photocopy of demand charter dated 18.12.2019 made by R.S. Ispat Pvt. Ltd. Employees' Union – **Exbt. B.**
3. Photocopy of representation to the Dy. Labour Commissioner (P), Govt. of West Bengal, 11/C, Raja K. L. Goswami Street, Serampore, Dist. Hooghly, dated 18.06.2020 signed by Uday Bosu – **Exbt. C.**

4. Photocopy of representation to the Dy. Labour Commissioner (P), Govt. of West Bengal, 11/C, Raja K. L. Goswami Street, Serampore, Dist. Hooghly, dated 07.07.2021 signed by Uday Bosu – **Exbt. D.**
5. Photocopy of Circular in two sheets issued by Addl. Labour Commissioner, Govt. of West Bengal, 6, Church Lane, 3rd Floor, Kolkata-700001 bearing No. 32/708/Stat/2RW/34/2016/LCS/JLC dated 31.01.2022 – **Exbt. E.**

Decisions with reasons

After closing the evidence of this case, the parties to this case advanced respective argument. In this case, the OP/Company tendered the evidence at last and thus, the OP/Company was allowed to address first this Tribunal.

In course of argument, Ld. Advocate for the OP/Company submitted that the OP/Company all along has been showing humanitarian face to its employees and workers. He has submitted that during the Covid-19 pandemic period, particularly during the period of complete lock down throughout the country and also during the new normal phase, the OP/Company in spite of going through financial instability did not stop payment of wages to its workers but continued to make payment of wages. He has contended that it is within the knowledge of everybody that there was complete miserable condition throughout the year 2020 and throughout 7/8 months of the year 2021 due to Covid-19 pandemic situation. He has contended that there was severe downfall of production and consequently there was immense deficit of profit due to recession of business of the OP/Company during Covid-19 pandemic period as well as during the following period of such pandemic. He has contended that according to the latest Circular of Govt. of West Bengal, the factory premises falls under Zone 'A' and the workmen are entitled to get wages for 26 days of each and every month of the calendar year. He has contended that the OP/Company is currently paying wages to its each workman @ Rs.9151/- for 26 working days, which is more than the minimum wages @ Rs.8904/- fixed by the Govt. of West Bengal vide Circular dated 31.01.2022. He has submitted that the OP/Company is willing to enhance the wages per day but it

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has no capacity to give nod to the demand of the applicant/Union. He has submitted that if the applicant/Union agrees to reduce their demand regarding the quantum per day increase of wages, then the OP/Company would consider the same in view of its financial capacity. He leaves the matter of reduction of claim/demand of the applicant/Union on the shoulder of this Tribunal.

The applicant/Union is represented by its President Sri Koushik Chatterjee. The representative of the 'Union' submits that the workmen are the integral part of the production and business of the OP/Company. He has submitted that the workmen are very much sensitive about their performance and also about the performance of the Company. He has submitted that due to spiraling price rise of essential commodities of daily use as well as the rise of the cost of human living, the workmen of the OP/Company are suffering a lot. He has submitted that if the daily wages of the workmen is not enhanced, then the workmen will face more hardship to survive with family. He has submitted that the workmen have no enmity or strained relationship with the Management of the OP/Company. He has contended that there is considerable increase of consumer price index (CPI) after the last enhancement of wages of the workmen. He submits that he has no objection if the matter of increase/enhancement of daily wages of the workmen is settled in this case in consultation and discussion with the interference of this Tribunal.

In view of candid submission of the Ld. Advocate for the OP/Company and the Representative of the 'Union', this Tribunal has allowed the parties to this case to make deliberation to settle the claim of increase of daily wages. After much deliberation and thread bare discussion in presence of this Tribunal, they have reached to the consensus that an increment of wages @ Rs.33/- per day for the year 2020 and an increment of wages @ Rs.30/- per day for each year of 2021 and 2022 for each of the applicant of this case under the umbrella of the 'Union' will protect the interest of each party. They have also come to the consensus that the 'Union' will continue to be satisfied with 17 numbers of holidays per year with full wages

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other than weekly holidays. They have also reached to the consensus that the OP/Company will pay the arrears of wages for the years 2020, 2021 and 2022 to each and every applicant under the umbrella of 'Union' after the passing of the Award. They have jointly submitted that there is no necessity to make any decision over the issues no. 3 and 4 since those issues have been treated as 'not pressed'.

This case is referred case u/s 2(A) of Section 10 of Industrial Dispute Act, 1947. At the time of referring the case, the appropriate Government framed four numbers of issues (those have been reproduced in the above).

Issue Nos. 3 & 4

At the time of argument hearing, it has been surfaced that the applicant 'Union' did not make any argument in respect of issues numbers (3) and (4). It is clear that applicant 'Union' has not pressed those two issues. So, there is no necessity for making discussion on those two issues. Thus, those two issues are disposed of treating as 'not pressed'.

Issue No. 1

At the time of the evidence, the applicant and the Opposite Party have adduced one witness for each side. At the time of the evidence, both sides have adduced documentary evidences and those documentary evidences were proved and marked as exhibited documents. According to the issue no. (1), the applicant 'Union' demanded increment @ Rs.80/- per day per year. It is revealed from the written statement/statement of claim submitted by the applicant that the 'Union' on behalf of the workman demanded increment of wages @ Rs.80/- per day for each of the 3 years i.e. for 2020, 2021 and 2022. It is revealed from such W.S. that previously, the 'Union' and the Management of the OP/Company entered into an agreement for increment of wages for 3 years i.e. for 2017, 2018 and 2019 and according to such agreement, the wages per day was increased @ Rs.28/- for the year 2017, Rs.24/- for the year 2018 and Rs.24/- for the year 2019. It is to mention here that applicant 'Union' adduced its President Sri Koushik Chatterjee as PW 1. It is to mention here that the OP/Company declined to cross-examine the PW 1. It

can be said that since the OP/Company refrained from cross-examining PW 1, the OP/Company did not challenge the veracity of evidence of PW 1 as well as it can be said that the OP/Company admitted all the exhibited documents as reliable and clinching documents. Actually, the OP/Company did not contradict the evidence of the PW 1 by way of cross-examining him. Thus, the evidence of the PW 1 remains unchallenged by the OP/Company.

The OP/Company adduced Uday Bosu as OPW 1. The OPW 1 was cross-examined by the applicant 'Union'.

At the time of argument hearing, the OP/Company disclosed the state of affairs and the condition of the production and business of the company during Covid-19 pandemic period. It has been disclosed that the OP/Company did not deprive of its workers to get wages during complete lock down period as well as during abnormal situation caused by Covid-19 pandemic. The representative of the 'Union' also did not deny the good gesture shown by the Management of the Company during critical period. It is revealed in course of argument hearing, the workmen of the OP/Company are not hostile to interest of the OP/Company and they usually perform their job with utmost responsibility.

In the above, we have mentioned that in course of argument, both the parties to this case held discussions and deliberations and they have reached to the consensus that an increment of wages @ Rs.33/- per day for the year 2020 and an increment of wages @ Rs.30/- per day for each year of 2021 and 2022 for each of the applicant/workman of this case under the umbrella of the 'Union' will protect the interest of each party. They have also reached to the consensus that the OP/Company will pay the arrears of wages for the years 2020, 2021 and 2022 to each and every applicant under the umbrella of 'Union' after the passing of the Award.

Thus, there is sufficient ground to adjudicate the issue no. (1) with the direction that the OP/Company is liable to enhance the daily wages @ Rs.33/- per day for the year 2020 and enhance the wages @ Rs.30/- per day for each year

of 2021 and 2022 for each of the applicant/workman of this case under the umbrella of the 'Union'. Further, the OP/Company is liable to pay the arrears of wages for the years 2020, 2021 and 2022 to each and every applicant under the umbrella of 'Union' after giving effect of the direction of this Tribunal as contained in this Award.

Thus, the issue no. (1) is decided in affirmative subject to the above noted direction.

Issue No. 2

In the above, we have made discussions that the parties to this case have already reached to a consensus about the dispute as mentioned in the issue no. (2). Both the parties have reached to the consensus that the 'Union' will continue to be satisfied with 17 numbers of holidays per year with full wages other than weekly holidays.

Thus, it is settled that the OP/Company will continue to provide 17 numbers of holidays per year with full wages other than weekly holidays.

So, the issue no. (2) is decided in affirmative subject to the above noted decision.

Thus, all the issues are decided accordingly.

Hence,

it is

Ordered

that the OP/Company is liable to enhance the daily wages i.e. cause increment of daily wages @ Rs.33/- per day for the year 2020 and @ Rs.30/- per day for each year, 2021 and 2022 for each of the applicant/workman of this case under the umbrella of the 'Union' and further the OP/Company is liable to pay the arrears of wages for the years 2020, 2021 and 2022 to each and every applicant under the


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umbrella of 'Union' and further the OP/Company will continue to provide 17 numbers of holidays per year with full wages other than weekly holidays after giving effect to the direction of this Tribunal as contained in this Award. The enhancement/increment of per day wages for the years 2020, 2021 and 2022, as mentioned above, is meant for increment of the existing wages of respective years.

Copies of the award be sent to the Labour Department, Government of West Bengal in accordance with the usual rules and norms.

Dictated and corrected by me


Judge


(Mihir Kumar Mondal)
Judge
3rd Industrial Tribunal
Kolkata
17.02.2023