I/598288/2025

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

No. Labr/ 107 /(LC-IR)/ 22015(16)/536/2018 Date : 21-01-2025

ORDER

WHEREAS an industrial dispute existed between M/s. Bata India Limited and their 36(thirty six) workmen Viz Shri Koushik Dey, Jayanta Paul, Bablu Chandra Das, Swarup Kumar Mondal, Dipak Chatterjee, Samir Kumar Saha, Sudip Chakraborty, Arup Kumar Roy, Suranjan Paul, Uttam Talukdar, Subodh Das, Subhasish Pan, Koushik Kumar Ghosh, Asim Kumar Ghosh, Sailendra Banerjee, Swapan Debnath, Sanjay Dhar, Sukumar Biswas, Panchu Gopal Sen, Pradip Dasgupta, Amar Nath Sadhukhan, Pranab Kumar Mitra, Dipankar Ghosh, Uttam Saha, Ajit Bhanja, Goutam Mondal, Baidanath Bera, Sudhamoy Roy, Tapas Das, Debasish Bhattacharjee, Sandhya Paira, Tarak Nath Chakraborty, Dipak Kumar Roy, Prasanta Pal, Joydeb Sarkar & Pintu Dey, regarding the issues, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 2nd Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 30.09.2024 in Case No. VIII - 48/2010 on the said Industrial Dispute Vide e-mail dated 17.01.2025 in compliance of u/s 10(2A) of the I.D. Act, 1947.

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,

Assistant Secretary
to the Government of West Bengal

No. Labr/ 107 /1(5)/(LC-IR)/ 22015(16)/536/2018 Date : 21-01-2025

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

1. M/S. Bata India Limited.
2. Shri Koushik Dey/ Jayanta Paul/ Bablu Chandra Das/ Swarup Kumar Mondal/ Dipak Chatterjee/ Samir Kumar Saha/ Sudip Chakraborty/ Arup Kumar Roy/ Suranjan Paul/ Uttam Talukdar/ Subodh Das/ Subhasish Pan/ Koushik Kumar Ghosh/ Asim Kumar Ghosh/ Sailendra Banerjee/ Swapan Debnath/ Sanjay Dhar/ Sukumar Biswas/ Panchu Gopal Sen/ Pradip Dasgupta/ Amar Nath Sadhukhan/ Pranab Kumar Mitra/ Dipankar Ghosh/ Uttam Saha/ Ajit Bhanja/ Goutam Mondal/ Baidanath Bera/ Sudhamoy Roy/ Tapas Das/ Debasish Bhattacharjee/ Sandhya Paira/ Tarak Nath Chakraborty/ Dipak Kumar Roy/ Prasanta Pal/ Joydeb Sarkar/ Pintu Dey.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The OSD & EO 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.

Assistant Secretary

No. Labr/ 107 /2(3)/(LC-IR)/ 22015(16)/536/2018 Date : 21-01-2025

Copy forwarded for information to :-

1. The Judge, 2nd Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with respect to his e-mail dated 17.01.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.

Assistant Secretary

Before the 2nd Industrial Tribunal, Kolkata

Present : Shri Partha Sarathi Mukhopadhyay, Judge

2nd Industrial Tribunal, Kolkata

Case No. VIII-48/2010

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

Sri Kaushik Dey & 36(Thirty Six) Workmen

Petitioners

Vs.

M/S. Bata India Limited

Opposite Party

Date: 30.09.2024

J U D G E M E N T

This case has been received on reference from the Labour Department, Government of West Bengal, Kolkata for adjudication of one industrial dispute between the abovementioned both parties of this case under Section 10(2A) of The Industrial Disputes Act, 1947 and the following two

issues have been framed by the Labour Department for adjudication of the said dispute :-

i) Whether the termination of services of Sri Kaushik Dey and 36(thirty six) other workmen w.e.f. 20.10.2008 by the management of the OP company is justified.
ii) What relief, if any, are the petitioners entitled to?

Record shows that by one corrigendum dated 09.03.2011, the Labour Department has changed the date of termination as 20.10.2008 instead of 19.10.2008 and the said matter has been mentioned in the issue no. 01 in the order of reference on 23.03.2011.

In this case there are 37(thirty seven) petitioners who admittedly used to work as the temporary workers under the OP company and as per list of the said workers submitted by the petitioners, one worker namely Kajal Naha has expired and the Exhibit-11 mentions that said Kajal Naha has expired on 20.11.2010.

Actually as per the said death certificate said Kajal Naha has expired on 20.11.2010 and admittedly this case has been received on reference on 23.11.2010 i.e. after death of said Kajal Naha but peculiarly said Kajal Naha has been mentioned as one of the petitioners of this case in the written statement mentioning since **deceased**. Due to his death before receiving this case on reference, his legal heirs should have been mentioned as the parties instead of said Kajal Naha in the written statement but that has not been done.

According to law, a dead man cannot file any case or a case cannot be proceeded against a dead man. So it is clear that said Kajal Naha cannotbe one of the parties of this case and accordingly this case is abated against him.

The case of the petitioners, in short, is that the shop manager of the OP company recruited the petitioners in different posts by taking proper interview and they used to receive salary/wages directly from the OP company and the OP company declared the petitioners as temporary job hands though they had to perform all types of jobs like the permanent employees and the petitioners were covered under the P.F. scheme and ESI Act.

The petitioners further submit in their written statement that they worked under the OP company for more than 240 days continuously without any interruption or leave and they used to receive wages at the rate of Rs. 99.73/- per day and on 20.10.2008 the shop manager of the Op company, without any notice, directed the petitioners not to join their duties in the shops of the OP company without any latches of them and then they filed one representation before the OP company in vain and at the time of termination the OP company did not give them PF and ESI benefits and then the petitioners approached the Labour Commissioner, West Bengal with their grievances but the matter was not settled there and the case has been referred by the Labour Department, W.B., Kolkata for adjudication of the dispute to this Tribunal and accordingly the petitioners have filed this case praying for their reinstatement on their last post held by them till 20.10.2008 alongwith other benefits.

The OP company has contested this case by filing a written statement denying therein all the material allegations in the petition of the petitioners.

The OP company has submitted in its final written statement dated 23.03.2014 that the allegations made by the petitioners are totally false and there is no scope for any confirmation since the posts were temporary and the appointment was also temporary and a temporary worker has no right to the post and interview for the temporary does not confer any right to the post

and right to appointment and the petitioners were taken on purely temporary and casual basis on no work no pay basis by the shop managers purely on exigencies of work and temporary business requirement, and extension of coverage under the Provident Fund cannot lead to change the nature of employment on a temporary basis and it is stipulated terms on such appointment of the temporary staff that it may be terminated without notice at any time and in the absence of any post there does not arise any question of any substantive appointment and as the requirement was purely on temporary nature there cannot be any continuity in any manner whatsoever and the petitioners were deployed purely on a temporary basis correlated with the temporary job on the principle of no work no pay basis and on daily wage basis, and there is no question of any continuity of service and the temporary employment for the stipulated period comes to an end after the expiry of the said period and there is no requirement of giving any notice for such termination and the determination of contract of employment is legal, valid and the petitioners are not entitled to any relief and they are not the workmen under Section 2(s) of The Industrial Disputes Act, 1947.

Hence, the OP company has prayed for dismissal of this case of the petitioners.

Decisions with reasons:

In order to prove their case, the petitioners have examined two witnesses and proved some documents while the OP company has examined one witness and proved some documents.

In this case the petitioners worked for about 28 years from 1980 to 19.10.2008 as temporary hands by joining in the OP company in different years from 1980 to 2007 and all of them have been terminated together from service on and from

20.10.2008 and in this case they have prayed for their reinstatement in their previous post as temporary hands with back wages and other benefits.

In this case the petitioners have not prayed for their **promotion** from the temporary post and they are not the **new** job aspirants as temporary hands in the OP company and since 1980 they had been working in the OP company as temporary hands.

Temporary post is also one of the posts of the OP company like permanent post or badli or casual, etc.

In this case the petitioners have not prayed for joining in a new post i.e. the temporary hands.

As per the business policy and recruitment policy, the OP company recruited the petitioners since 1980 as temporary hands. So it is clear that recruitment of the temporary hands was in force in the OP company at least since 1980 for which it appointed the petitioners as such. As the OP company terminated all the petitioners together on 20.10.2008, the petitioners have prayed for their reinstatement in those existing temporary hands since 1980 where they used to work, not in any new posts of the temporary hands, if any.

In its written statement the OP company has taken a plea that the petitioners are not the workmen under Section 2(s) of The Industrial Disputes Act, 1947.

Admittedly all the petitioners used to work as the temporary workers in the OP company.

Section 2(s) of The Industrial Disputes Act, 1947 is concerned with the definition of the workman.

The provision of Section 2(s) does not **specifically mention** a **temporary staff** as a workman. On the contrary, this section mentions that workman means **any person employed** in any industry to do any manual, unskilled, etc. work for hire or reward.

The Section 2(s) specifically mentions in it's clause numbers (i) to (iv) who are not the workmen under Section 2(s) and these clauses of Section 2(s) do not mention **specifically** that a **temporary worker** is not a workman under the Industrial Disputes Act, 1947.

Admittedly the petitioners worked as the temporary staff in the OP company and the OP company used to pay them daily wages. So this circumstance means that the OP company **employed** the petitioners as the temporary staff to do work for wages and there was a relationship of the employer and employee between them though the petitioners used to work as the temporary staff.

The Hon'ble Supreme Court has held in a case namely Divisional Manager, New India Assurance Company Limited Vs. A. Sankaralingam as reported in AIR 2009 SC page 309 that *an employee employed on part-time basis but under control and*

supervision of the employer is a workman and he is entitled to benefit of continuous service under Section 25-B and protection under Section 25-F of The Industrial Disputes Act, 1947.

The Hon'ble Supreme Court has held in a case namely Management, W.B. India Limited Vs. Jagannath as reported in AIR 1974 SC page 1166 that *even a temporary workman if retrenched, has right to claim retrenchment compensation.*

The Hon'ble Supreme Court has held in a case namely Ramesh Kumar Vs. State of Haryana as reported in (2010) 2 SCC page 543 that *a casual employee if he has completed 240 days of service in preceding 12 months or not, then his service cannot be terminated without giving any notice or compensation in lieu of it in terms of Section 25- F of The Industrial Disputes Act, 1947.*

Hence, I hold that the petitioners were workmen under the OP company as per Section 2(s) of the Industrial Disputes Act, 1947.

Section 2(s) of The Industrial Disputes Act, 1947 mentions in the middle portion of this Section that "*and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that*

dispute, or whose dismissal, discharge or retrenchment has led to that dispute."

So a temporary workman according to Section 2(s) of The Industrial Disputes Act, 1947, on being dismissed or discharged or retrenched, has right to file any case regarding the industrial dispute.

According to the West Bengal amended Section 2-A of The Industrial Disputes Act, 1947, refusal of employment of a workman by his employer has to be considered as termination of service of the said workman.

So it is clear that the petitioners of this case were workmen according to Section 2(s) of The Industrial Disputes Act, 1947 and as the OP company did not allow them to join on 20.10.2008, it is to be held that the OP company refused employment to them and their serviceswere dismissed or retrenched or terminated on and from 20.10.2008.

In his cross-examination the petitioners have submitted that they have not filed any document to show that the OP company terminated their services from 20.10.2008 and the OP company has not issued any termination letter in writing. But according to the case of the petitioners, on 20.10.2008 the OP company

did not allow the petitioners to join in their duties. So it means that they were not allowed by the OP company on that date to join their duties but according to the amended provision of Section 2A of the Industrial Disputes Act, 1947, **refusal of employment** is to be counted as **dismissal or retrenchment or termination of service**. For this reason, the issue has been framed by the Labour Department mentioning the word *'termination', not refusal* and the said term 'termination' has been correctly mentioned legally as per the West Bengal amended Section 2A of The Industrial Disputes Act, 1947.

The OP company has not admitted the said refusal but admitted that as on 20.10.2008 the stipulated period of temporary employment of the petitioners came to end, their services were terminated but the OP company did not prove the said stipulated period by producing any document and as such this matter of stipulated period cannot be relied upon legally. As per the case of the petitioners, it is not their case that by any termination letter the OP company terminated their services on 20.10.2008. On the contrary, it is their positive case that on 20.10.2008 they were not allowed by the OP company to join their duties.

According to the case of the petitioners, they had been working for more than 240 days continuously since their joining without any interruption as the temporary staff.

In its written statement the OP company has denied that the petitioners had worked for more than 240 days continuously without any leave or interruption and the OPW1 has also stated the same in his affidavit-in-chief but the OP company has not produced any document to show that since 1980 to 19.10.2008 all the petitioners did not work for more than 240 days continuously without any interruption, and it is mandatorily expected that the OP company has in its possession all the records in respect of all the petitioners regarding their interview, contract of employment mentioning the stipulated period of completion of contract, Provident Fund, E.S.I., pay sheets and pay slips etc. The OP company has produced pay slip and pay sheets of some of the petitioners which have been marked as Exhibit- A to Exhibit – D, but the OP company has not produced all the pay slips and pay sheets of all the petitioners from 1980 to 19.10.2008, and **there is no explanation in this regard from the OP company.**

In his affidavit-in-chief the OPW1 has given a list of 15(fifteen) petitioners and in the remarks column he has mentioned that the pay sheets, P.F. slips, ESI card of those temporary workers do not establish **their years of joining** but in his cross-examination said OPW1 has stated that all the said petitioners were engaged in the service of the OP company by the shop manager in consultation with the District Manager of the OP company for a specific period and in the written statement the

OP company has admitted that all the petitioners of this case worked as the temporary workers in the OP company. So the abovementioned list given by the OPW1 for 15(fifteen) petitioners in his affidavit in chief is nothing but ridiculous.

In this case the petitioners have submitted one list of 37(thirty seven) petitioners to show their years of joining and places of posting in different times and **the OP company has not disputed this list in its written statement** and on the contrary, they have admitted those petitioners as its temporary staff till their termination.

The said list submitted by the petitioners mentions that one worker joined in the OP company in 1980 and other workers joined on different years starting from 1983, 1985, 1989, 1990, 1991, 1995, 1999, 2000, 2001, 2002, 2003, 2004, 2006, 2007. So this list shows that the above joining started in 1980 and completed in 2007 and on 20.10.2008 the services of all of them were terminated, but in its written statement the OP company has not **specifically** challenged the said **years of joining** of all the petitioners one by one from 1980 to 2007.So it is clear that the OP company has admitted the said period of 1980 to 2007 as the years of joining of all the petitioners one by one in different years as the temporary workers in the OP company.

Now it is to be considered as to whether a temporary staff has any right to be reinstated after termination of his service to his previous post of temporary hand.

The Industrial Disputes Act, 1947 was brought on the Statute Book with the object to ensure **social justice** to both the employer and employees and advance the progress of industry by bringing about the existence of harmony and cordial relationship between the parties and on the **Principle of Beneficial Legislation**, this Act has been created but in this case the OP company wilfully, whimsically and illegally has terminated the services of the petitioners without any lawful excuse.

In Court or Tribunal there is no place for imagination, surmise, show of kindness, etc, and **only laws will be allowed to play during trial in Court or Tribuna**l.

In its Written Statement the OP Company has repeatedly submitted that when the temporary employment for a **stipulated period** comes to an end after the expiry of the said period, the question of reinstatement does not arise **but within the four corners of the Written Statement, the OP company has not specifically mentioned the date when the temporary employment of the petitionerswere started or what was the specific tenure of the said stipulated period for the temporary employment and what was the specific stipulated date when the temporary service of the petitioners would come to an end,** and proof of starting and expiry of this stipulated period by the OP company for the petitioners as the temporary hands was a must because the OP company has repeatedly taken this plea that when the temporary employment

for a stipulated period comes to an end after the expiry of the said period, the question of reinstatement does not arise.

The OP company has not proved any document to show the alleged stipulated period for employment of the petitioners as the temporary staff.

In its written statement the OP company has stated that there is no scope for any confirmation since the posts were temporary and the appointment was also temporary and interview for the temporary appointment does not confer any right to the post or right to appointment and **there is no question of any continuity of service** and **each deployment** is a **distinct and specific** one and the nature and character of deployment clearly shows that there is no scope for any appointment in any capacity other than temporary or casual in nature and in para 24 of the Written Statement the OP company has stated that **the determination of contract of employment is legal, valid and bonafide**.

So the OP company has stated about **contract of employment and stipulated period of said employment** and **interview of the petitioners** before joining as the temporary staff. The OP company has not stated **specifically** as to whether the said contract of employment containing the stipulated period was **oral or written** and as the OP company is **silent** over it, it has to be presumed that the said contract of employment mentioning the stipulated period was a written contract, and this is not a case where two friends may make any oral agreement between them for any purpose. On the contrary, this case is concerned with the service matter of temporary staff and business policy of the OP company between the workers and the OP company and naturally it can be presumed that there was a written contract of employment mentioning the stipulated period of service in order **to avoid future trouble** between them

regarding the said service and in such type of contract where the business of the OP company is concerned, there must be a written contract between the OP company and its temporary workers.

But in this case the OP company has not produced any such written contract of employment of the petitioners as the temporary staff in the OP company mentioning the stipulated period of expiry of said contract though the OP company has repeatedly pleaded that as the stipulated period of the petitioners came to an end as per the contract of employment, the petitioners were terminated from their services.

The OP company has not stated that there was any allegation of civil or criminal nature against the petitioners for their termination on and from 20.10.2008. On the contrary, it is the positive case of the OP company that due to completion of the stipulated period of service of the petitioners, their services were terminated.

In its written statement the OP company has stated that the petitioners were deployed purely on a temporary basis correlated with the temporary/casual job requirement of the shops on the policy of no work no pay basis and on daily wage basis and **there is no question of any continuity of service.**

So the OP company has taken a plea that there was no question of any continuity of service of the petitioners as they were the temporary workers but though the petitioners admittedly worked for a long period of about 28 years from 1980 to 19.10.2008 and though all the documents of the said services are in the custody of the OP company, the OP company has not produced any such paper to show **when and in which year** one petitioner was engaged as the temporary hand and **when in that year** his service came to end and said service was

terminated in that year before 240 days and then **again on the next year** when he was again engaged by the OP company as the temporary hand and **when in that next year** his service was terminated again before completion of 240 days and in this way when and in which year the rest petitioners were engaged by the OP company as the temporary hand and when in that year their services were terminated as the stipulated period came to end and when in the next year again they were re-engaged and when in the next year again they were terminated before completion of 240 days as the stipulated period came to an end.

In this case the OP company has not produced any calculation sheet from 1980 to 19.10.2008 to show that in each year from 1980 to 19.10.2008, all the petitioners were engaged on a specific date and their services were terminated for completion of stipulated period before 240 days in each year and again on the next year they were re-engaged and again terminated in that year before completion of 240 days after expiry of the stipulated period and so on ….. till 19.10.2008.

The written statement of the OP company also does not mention any such calculation for the abovementioned about 28 years from 1980 to 19.10.2008. On the contrary, the OP company has **generally** stated in its written statement that there was no continuity of service of the petitioners for that period due to expiry of the stipulated period.

There cannot be one engagement and one stipulated period for the said service of all the petitioners for the said 28 years. The OP company had to prove said engagement and stipulated period for each year of said 28 years in order to prove its case of discontinuity of service but the written statement of the OP company does not mention it and there is also no evidence in this respect.

If it is one engagement during the said 28 years for the petitioners without any stipulated period, then it is impliedly proved that the petitioners were in continuous service for said period of 28 years till their termination on 20.10.2008.

If all the petitioners were appointed as the temporary workers for each year and terminated from service in each year of the said 28 years before completion of 240 days of working in each year in order to avoid their services for a complete year, then certainly there would have been 28 orders of engagement and 28 orders of termination before completion of 240 days in each year as per the allegation of the OP company regarding discontinuation of said services of all the petitioners during that period but the OP company has not produced any single document in this respect. Even for the termination of services of all the petitioners together on 20.10.2008, the OP company has not produced any paper.

It is true that the petitioners have exhibited many pay sheets in this case but the OP company has taken a **plea** that there was no continuity of service of the petitioners and accordingly it was the duty of the OP company to prove by producing documents, which are available in its office, when the service of the petitioners were started and when it was terminated before completion of 240 days due to end of the stipulated period for every year from 1980 to 19.10.2008 specially because the OP company has taken a plea that after expiry of stipulated period as per the contract of employment, the services of all the petitioners, the temporary staff, were ended by the OP company on the same day i.e. 20.10.2008.

This fact of termination of all the petitioners on the same day i.e. 20.10.2008 sufficiently proves legally that the said termination of all the petitioners was illegal and whimsical because all the

petitioners admittedly joined in the OP company in different years, not on the same date. So the question arises as to whether **only one date** i.e. 20.10.2008 was stipulated for the termination of services of all the petitioners though they admittedly joined in different years!

This fact sufficiently proves that all the petitioners were in continuous service for the said 28 years and then suddenly on 20.10.2008 the OP company terminated their services illegally.

The OP company had to prove that service of each petitioner was terminated on different dates as the stipulated period came to end considering their date of joining **in order to break the chain of continuity of service of all the petitioners** but the OP company has not produced any single document in this matter. This circumstance **alone** sufficiently proves continuity of service of all the petitioners though they joined in different years. It also shows that the cat is out of the bag.

It is a matter of common sense that some of the petitioners of this case may be literate with some knowledge about condition of service while the rest may not have such knowledge due to illiteracy and for such reason they may not preserve all the pay sheets and other documents of their service for a long time because they may not have any idea of being terminated **suddenly** from their service by the OP company.

On the other hand, the OP company, being one of the famous companies of the world and having many literate and knowledgeable persons working there, knows very well to preserve all the documents of service in respect of temporary or permanent staff in their office to face future trouble, if any, with the workers but in this case, as discussed above, the OP company has not produced all the relevant documents to prove

that there was no continuity of service of the petitioners for a long period of 28 years from 1980 to 19.10.2008.

There is a legal maxim that **ignorance of law is no excuse** but it is not applicable to all the citizens of our country wherein it is found that due to lack of knowledge of law many persons commit mistake or offence.

Accordingly the petitioners cannot be blamed alone for not producing all the documents regarding their service except the pay sheets issued by the OP company, and the OP company should have mandatorily produced those records to support their claim in this case.

The OP company has proved one deposition of one witness namely Tuhin Ghosh and one reference order as Exhibit - J collectively. On perusing the said deposition of witness Tuhin Ghosh in a separate case No. VIII-20/2013 tried before the Ld. Judge, 1st Tribunal, Kolkata, I find that the said witness has stated in his cross-examination that he did not file any paper to show that the workman worked for a continuous period of 240 days in any year and he was appointed as a temporary employee and all workmen used to work as temporary hands and recently the OP company has stopped engaging any temporary hands and this witness has deposed from 14.06.2017 to 26.10.2017 in that case. By showing this evidence of the said witness in another case against the OP company, the OP company has tried to prove in this case that recently the OP company has stopped engaging any temporary hands.

The OP company has not produced the written statements of both sides and the Judgement passed by the said Tribunal in that case before this Court and this matter is not mentioned in the pleading of the OP company in this case.

As the 2nd Industrial Tribunal, Kolkata, I disposed of one case bearing case no. VIII- 47/2010 between one Pradip Chakraborty and the OP M/s. Bata India Limited and passed Award on contest in that case but at present I do not know whether the said Award passed by me has been challenged before the Higher Forum by the OP company or whether the petitioner has been reinstated as per the said Award but in that Judgement one matter has been mentioned regarding reinstatement of the petitioner which was supported by the OP company by reinstating the petitioner in the temporary post.

In that case disposed of by me, the petitioner worked as the temporary hand in the OP company from 1990 to 1993 and then his service was terminated by the OP company and then the petitioner challenged the said termination order before the Ld. 7th Industrial Tribunal, Kolkata and by Award dated 29.08.1997 the said Tribunal reinstated his service and the petitioner proved the said Award dated 29.08.1997 and then by Exhibit-03 dated 01.04.1998, the OP company asked the petitioner to join his service in the OP company on purely temporary basis on reinstatement and the letter dated **01.04.1998** (Exhibit – 04) issued by the OP company mentioned that the OP company directed the Manager of the OP company of Park Circus to allow the petitioner to join his duty as the temporary shop assistant and the OP company **did not challenge** the said Award dated 29.08.1997 before any Higher Forum and the OP company reinstated the petitioner as the temporary hand. Of course, then, on 20.10.2008 the OP company terminated his service by not allowing him to join in his duty and for this reason the petitioner filed this case before this 2nd Industrial Tribunal.

So this Award passed by the Ld. 7th I.T. Kolkata in case no. VIII-160/1994 was for reinstatement of the petitioner in his previous post namely temporary hand and in 1998, the petitioner was reinstated in his previous post namely temporary hand and the

OP company did not challenge the said Award before any higher forum. So this is a clear instance of reinstatement of a temporary hand in his previous post of temporary hand by the same OP company of this present case, and in that case No. VIII- 160 of 1994, the OP company admittedly reinstated the temporary worker in his previous temporary post as per the Award passed in that case no. VIII- 160/1994 and this **admitted reinstatement** of the temporary workman was not the main subject matter of case No. VIII-47/2010 wherein termination of the same temporary worker on 20.10.2008 was the subject matter of that case.

The OP company has proved one standing order of the OP company as Exhibit – F series and this standing order shows that it is for the permanent staff, not for the temporary or part time workers. So this standing order is not applicable in this case.

The OP company has also proved one agreement between TeamLease Services Pvt. Ltd. and the OP company namely Bata India Limitedas Exhibit – H and as per this agreement the TeamLease i.e. the service provider will supply staff to the OP company for help if the OP company makes any demand and the liabilities of the said staff will be governed by the service provider and the said service provider will prepare all the papers regarding the said service of those engaged staff.

This agreement does not **specifically** mention as to whether this agreement has been made for the permanent or the temporary staff but on perusing the contents of this agreement and validity of this agreement for one year from the date of creation of this agreement it is understood that this agreement has been made for the temporary or casual or part-time workers.

The OP company has not produced any agreement between the service provider and the staff to be engaged by it for the OP company to show the status of the said staff, period of employment and period of expiry of said employment, etc.

The most important point of this Exhibit – H is that it has been made on **01.09.2008** and it does not mention that it has **retrospective effect** regarding service of any temporary staff already working in the OP company at that time before 01.09.2008.

This Exhibit- H does not specifically mention that by this agreement, services of all the temporary workers including the present petitioners of this case already working in the OP company before 01.09.2008 have been dismissed and the earlier system of recruitment of the temporary workers by the shop manager has been abolished.

So on 01.09.2008 the said agreement has been made and on 20.10.2008 the petitioners of this case were not allowed to work in the OP company. So it is clear that after preparation of that agreement on 01.09.2008, on 20.10.2008 the petitioners' services were terminated but the petitioners admittedly had been working for 28 years from 1980 to 19.10.2008 and at the time of their joining and working there before 01.09.2008, this Exhibit -H had no existence and before 01.09.2008, the shop manager of the OP company used to recruit temporary hand for the OP company and according to the written statement of the OP company, due to completion of stipulated period mentioned in the contract of employment, the services of the petitioners were terminated and **this is the only allegation** made by the OP company in this case for termination of service of the petitioners and **except** this the OP company has not made any allegation against the petitioners in respect of their performance

as the temporary hands since 1980 to 19.10.2008 for a long period of about 28 years.

So there is a difference between Exhibit – H dated 01.09.2008 and the earlier contract of employment mentioning stipulated period for ending of service of the petitioners as per the case of the OP company, and the Exhibit – H cannot be applied in case of the petitioners, which has been made just before one month of 20.10.2008 i.e. the date of termination of the petitioners by the OP company, **having no retrospective effect.**

The OPW1 has stated in his cross-examination that the petitioners worked for a specific period but not under any contractor and he will produce the specific document to show that the petitioners were engaged only for those specific periods and the Exhibit – A to Exhibit- D do not mention that the petitioners were appointed only for specific period and he cannot say the nature of work of all the petitioners but he can only that they used to work in shops to help the employees and all the petitioners used to work in different retail shops of the OP company and the shop manager used to give employment from the retail shop/office and **if any employee is re-engaged by the OP company, the specific period for which he worked earlier is put off and after re-engagement fresh record is prepared/maintained in the office**.

The OPW1 has further stated in his cross-examination that the present matter of appointment as temporary hands has become **very old** and it is **not possible** to file any supporting documents now and since 2008 the OP company has stopped appointing temporary hands. This is a childish plea of the OPW1 on behalf of the OP company as he has stated that as the present matter is very old, it is not possible for him to produce the supporting documents in Court. So he has tried to establish that whatever

will be stated by him **orally**, that has to be accepted by the Court.

So it is proved that the OP company has withheld the important documents with malafide intention.

So the above statements of the OPW 1 are against the OP company on material points and he has stated that **if any employee is re-engaged by the OP company, the specific period for which he worked earlier is put off and after re-engagement fresh record is prepared/maintained in the office**. So he has admitted that in case of re-engagement of a temporary worker, fresh record is prepared and maintained in the office of the OP company and it is also proved that no temporary worker is appointed or engaged orally as he has stated that in case of re-engagement of a temporary worker, earlier record of his engagement is put off.

In his cross-examination the PW1 has admitted that he has not produced any document to show that the petitioners completed 240 days of work in 2008 and the Exhibit – 09 collectively, Exhibit -10 collectively and Exhibit- 13 series do not mention that any of the petitioners completed work of 240 days in any year and he has not produced any document in this case to show that he applied for work elsewhere but did not get any job.

In his cross-examination the PW2 has stated that he has not filed any termination letter to show that the petitioners were terminated on 19.10.2008.

The OP company has proved the Exhibit- H to show that since 01.09.2008 by this agreement between the TeamLease Service Pvt. Ltd. and the OP company, the service provider will supply staff to the OP company for work and the earlier system of

appointment of temporary staff by the shop manager has been changed. So this fact and Exhibit- H are vital facts and documentof the OP company but the OP company has not mentioned it in its written statement and as such it cannot be considered legally. However, it is considered legally to see the merit of the case of the OP company.

The Hon'ble Supreme Court has held in a case namely Food Corporation of India Workers' Union Vs. Food Corporation of India and Anr. as reported in (1996) 9 SC cases page 439 that documents like the pay sheets, deduction of P.F. contribution, Hazira sheets, Xerox copies of permit slips, original list of workman with the Corporation should be in possession of the Corporation but the Corporation did not produce the said document for which an adverse inference has to be drawn against the Corporation.

The Hon'ble Supreme Court has held in a case namely Sita Ram and Others Vs. Moti Lal Nehru Farmers Training Institute as reported in (2008) 5 Supreme Court cases page 75 para 23 that *"Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefore were required to be taken into consideration; the job nature of appointment, the period of appointment, the availability of the job, etc, should weigh with the Court for determination of such an issue."*

In para 20 of the abovementioned Judgement, the Hon'ble Supreme Court has held that the OP company should have **statutorily** required to maintain documents like wage sheet, the Provident Fund records and other documents lying in their possession and accordingly adverse inference can be drawn against the OP company.

As the OP company has not produced any such document regarding contract of employment of the petitioners mentioning the stipulated period of the said temporary services as per the written statement of the OP company, and documents of engagement in service and termination of service before completion of 240 days in each year from 1980 to 19.10.2008 have not been produced in this case by the OP company wilfully with some malafide intention and according to the abovementioned two decisions of the Hon'ble Supreme Court, adverse inference has to be drawn against the OP company and it is to be presumed that all the petitioners worked continuously as temporary workers from 1980 to 19.10.2008.

In this present case the job nature of appointment is that admittedly the petitioners were appointed as the temporary hand one by one from 1980 to 2007, and regarding the period of appointment, the OP company has not produced any documentary evidence but the petitioners have claimed that from 1980 to 2007, i.e. for a long period of 27 years, they were engaged one by one as temporary staff in the OP company and the OP company has not disputed the said period from 1980 to 2007 as the joining year of the petitioners one by one but admitted the petitioners as the temporary staff and accordingly it is held that the OP company admitted the said years of joining of the petitioners from 1980 to 2007 as the temporary staff.

Regarding availability of job of the temporary workers, the petitioners have not prayed for any new post of temporary workers. On the contrary, they have prayed for reinstatement in their previous service of temporary hands.

In the abovementioned decision the Hon'ble Supreme Court has held that "*Relevant factors therefore were required to be taken into consideration; the job nature of appointment, the period of*

appointment, the availability of the job, etc, should weigh with the Court for determination of such an issue".

Regarding "etc" i.e. other matters of this case, in its written statement the OP company has stated that there is no scope for any confirmation since the posts were temporary and the appointment was also temporary and interview for the temporary appointment does not confer any right to the post or right to appointment and there is no question of any continuity of service and each deployment is a distinct and specific one and the nature and character of deployment clearly shows that there is no scope for any appointment in any capacity other than temporary or casual in nature and in para 24 of the Written Statement the OP company has stated that **the determination of contract of employment is legal, valid and bonafide**.

So the OP company has stated about contract of employment and stipulated period of said employment and interview of the petitioners before joining as the temporary staff. The OP company has not stated specifically as to whether the said contract of employment containing the stipulated period was oral or written and as the OP company is silent over it, it has to be presumed that the said contract of employment mentioning the stipulated period was a written contract and this is not a case where two friends may make any oral agreement between them for any purpose. On the contrary, this case is concerned with the service matter of temporary staff and the business policy of the OP company between the workers and the OP company and **naturally** it can be presumed that there was a written contract of employment mentioning the stipulated period of service in order to avoid future trouble between them regarding the said service and in such type of contract where the business of the OP company is concerned, there must be a written contract between the OP company and its temporary workers.

But in this case the OP company has not produced any such written contract of employment of the petitioners as the temporary staff in the OP company mentioning the stipulated period of expiry of said contract though the OP company has repeatedly pleaded that as the stipulated period of the petitioners came to an end as per the contract of employment, the petitioners were terminated from their services.

Moreover, the petitioners were not appointed for a **seasonal work or purpose** for any short period and on the contrary, they were appointed as temporary hands and they worked as such from 1980 to 19.10.2008.

If both parties take separate pleas in respect of same point in a case, then as per law, both parties have to prove their pleas concerned and then the Court will consider as to which one has to be accepted legally according to law regarding burden of proof.

In this case the OP company has taken a plea that there was no continuity of service of the petitioners till their termination and they did not complete 240 days of working till 19.10.2008 and on 20.10.2008 their services were terminated as the stipulated period of contract came to an end but the OP company has not produced any document regarding contract of employment containing stipulated period of service and has not produced documents to show starting and expiry of said service of the petitioners in every year from 1980 to 19.10.2008 and accordingly I hold that the OP company has failed to prove its plea that there was no continuity of service of the petitioners from 1980 to 19.10.2008, and this matter of continuity of service of all the petitioners from 1980 to 19.10.2008 is proved as the OP company has failed to prove it by producing sufficient documents.

The Ld. Advocate for the OP company has cited the following decisions:-

i) *The Hon'ble Supreme Court has held in the case namely Superintending Engineer TWAD Boad and Another Vs. M. Natesan And Others as reported in (2019) 6 SCC page 448 passed that the workman has to prove that he has worked for 240 days in a year continuously and then the burden is shifted to the Opposite party and as the workers had attained the age of superannuation, there was no question of reinstatement. In that Judgement in para no. 03, it is mentioned that in the engagement order it was clearly stated that the engagement was purely temporary and their services will be terminated when the requirement is over without prior notice.*

So in the para no. 03 of this reported case it is mentioned that the engagement order clearly mentioned that engagement of the temporary worker was purely temporary and their services will be terminated when the requirement will be over without prior notice. So it is proved that an order is made for engagement of the temporary worker mentioning also when the said service of the temporary worker will be terminated.

In the abovementioned reported case, the Hon'ble Supreme Court has held that as the workers had attained the age of superannuation, there was no question of reinstatement. But in this present case before this Tribunal there is no allegation regarding attainment of age of superannuation of any of the petitioners of this case.

ii) *The Hon'ble Supreme Court has held in the case namely Senior Superintendent Telegraph (Traffic)Bhopal Vs. Santosh Kumar Seal and Others as reported in (2010) 6SCC page 773 that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or in contravention of the prescribed procedure and monetary compensation in lieu*

of reinstatement and back wages in cases of such nature may be appropriate and the workmen were engaged as daily wagers about 25 years back but they worked hardly for 02 or 03 years.

In this present case before this Tribunal, the OP company has not pleaded that though the petitioners worked for about 28 years, actually they worked for 2/3 years.

iii) The Hon'ble Supreme Court has held in the case namely State of Uttar Pradesh and Another Vs. Ram Adhar as reported in (2008) 12 SCC page 136 that there is no principle of law that a person appointed in a temporary capacity has a right to continue till a regular selection. Rather, the legal position is just the reverse, i.e., that a temporary employee has no right to the post and he has no right to continue even for a day as of right.

In this present case before this Tribunal, the petitioners have not prayed for continuation of their temporary job till regular selection while they have prayed for reinstatement in their previous temporary post.

iv) The Hon'ble High Court, Calcutta has held in the case namelySri Snehasis Mal Vs. the State of West Bengal &Ors. Dated 16.07.2013 that non-compliance of Section 25-F of The Industrial Disputes Act 1947 does not ipso facto entitled the workman to an automatic relief for reinstatement with full back wages and the petitioner was entitled to get compensation of Rs. 75000/-

v) The Hon'ble High Court, Calcutta hasconfirmed the Judgement dated 16.07.2013 passed by the Hon'ble High Court, Calcutta in the case namely Sri Snehasis Mal Vs. the State of West Bengal & Ors. Dated 18.11.2014.

The Ld. Advocate for the petitioners has cited the following decision:-

a) *The decision given by the Hon'ble Supreme Court in a case namely Jasmer Singh Vs. State of Haryana & Anr. as reported in 2015 0 Supreme (SC) 33 is not applicable in this case because the petitioners of this case have prayed for continuous service for about 28 years.*

Judicious discretion means it should be legal as per the statute concerned or any law declared by the Supreme Court.

The Hon'ble Supreme Court has held in a case namely Commissioner of Central Excise, Bangalore-Vs-Srikumar Agencies Etc. as reported in LAWS(SC) 2008 11 200 that Courts should not place reliance on decisions without discussing as to how the factual situation fits in, with the fact situation of the decision on which reliance is placed. Observations of Courts are neither to be read as Euclid's Theorems nor as provisions of the statute and that too taken out of their context. These observations must be read in the context in which they appear to have been stated. Judgements of Courts are not to be construed as statues. To interpret words, phrases and provisions of a statute, it may become necessary for Judges to embark into lengthy discussions but the discussion is meant to explain and not to define. Judges interpret statutes, they do not interpret judgements. They interpret words of statutes, their words are not to be interpreted as statutes. Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases. Disposal of cases by blindly reliance on a decision is not proper.

In the written argument the OP company has taken a plea that the OP company neither terminated nor refused the petitioners to join his service and it is the case of the petitioners that by any termination letter the OP company did not terminate their

services but the company did not allow them to join their services on and from 20.10.2008. Though the OP company has submitted that the OP company neither terminated nor refused the petitioners to join their services, the OP company did not submit whether the petitioners have been working still till now from 20.10.2008 **as they were neither terminated nor refused** and it proves that the OP company has taken the abovementioned false plea and admittedly on and from 20.10.2008 the petitioners have not been working in the OP company and so the matter of refusal is proved as per the case of the petitioners because the OP company did not **specifically** say that the petitioners wilfully did not join on 20.10.2008 and on the contrary, it is the positive case of the OP company that due to completion of stipulated period of the temporary employment of the petitioners, they were terminated but the OP company has not produced and proved any document to show completion of said statutory period of temporary employment.

The facts and circumstances of all the cases mentioned in all the decisions of the Hon'ble Supreme Court and High Court, Calcutta, which have been filed by the both sides in this case are different from the facts and circumstances of this and the petitioners of this case did not voluntarily abandon their services and on the contrary, on 20.10.2008 the OP company refused employment to them and admittedly the OP company did not stop their employment on and from 20.10.2008 as punishment for any offence related to their services and the OP company has submitted that as the statutory period of temporary employment of the petitioners ended on 20.10.2008, they were terminated from their services but to prove it the OP company has not produced and proved any document to show the said stipulated period.

So in view of the decision of the Hon'ble Supreme Court passed in a case namely Commissioner of Central Excise, Bangalore-Vs-Srikumar Agencies Etc. as reported in LAWS(SC) 2008 11 200,

I hold that this case has to be disposed of in view of the facts and circumstances of this case and the oral and documentary evidences on record.

There is no cogent evidence on record to show that after their termination on 20.10.2008, all the petitioners have been working elsewhere for their gain.

Retrenchment – The petitioners were in continuous service without any interruption from 1980 to 19.10.2008 but their services were not terminated on 20.10.2008 by issuing notice or otherwise as per the West Bengal Amendment of Section 2 Clause(ooo) of The Industrial Disputes Act, 1947 and at the time of their termination or retrenchment on 20.10.2008, conditions precedent to retrenchment of workman under Section 25-F of The Industrial Disputes Act, 1947 were not complied with by the OP company. So as per provisions of Section 2(ooo) and Section 25-F of The Industrial Disputes Act, 1947, the petitioners were not retrenched.

According to Section 25-B(1) of The Industrial Disputes Act, 1947, a workman shall be said to be in continuous service for a period if he is, **for that period,** in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal or a lockout or a cessation or work which is not due to any fault on the part of the workman.

According to Section 25-B(2)(a)(ii) of The Industrial Disputes Act, 1947, when a workman is **not** in continuous service within the meaning of Clause (1) for a period of 01(one) year or 06(six) months, he shall be deemed to be **in continuous service** under an employer for a period of one year if the workman, during a period of 12(twelve) calander months preceding the date with

reference to which calculation is to be made, has actually worked for not less than 240 days.

So the provisions of Section 25-B(1) andSection 25-B(2)(a)(ii) of The Industrial Disputes Act, 1947, are not same regarding the continuous service of a workman. If a workman claims continuous service for a period of his working days, he has to show that the said service was an uninterrupted service as per Section 25-B(1) while when a workman is **not** in continuous service according to Section 25-B(1) for a period of 01(one) year and if he claims continuous service for that period of 01(one) year, he has to prove that he has actually worked for not less than 240 days during a period of 12(twelve) months preceding the date of calculation according toSection 25-B(2)(a)(ii) of The Industrial Disputes Act, 1947.

So completion of work of not less than 240 days in a year is necessary when the workman will claim his continuous service for 01(one) year according to Section 25-B(2)(a)(ii) of The Industrial Disputes Act, 1947 while according to Section 25-B(1) of this Act, **the period of one year or six months is not** mentioned and this section mentions ***"for a period if he is for that period*** *in uninterrupted service"* and this term ***"for that period"*** means the period of working of the workman as per his claims in the case.

It is true that in their written statement the petitioners have pleaded that they had worked for more than 240 days continuously without any interruption but it is their case that they worked for about 28 years without any interruption and the OP company has admitted the said period of working of the petitioners and as discussed above the OP company has failed to prove discontinuation of their services for about 28 years.

So there was **no legal necessity** for the petitioners to prove that they worked for more than 240 days continuously for a period of one year, though they have pleaded that they worked for more than 240 days continuously without any interruption.

As admittedly all the petitioners worked for about 28 years from 1980 to 19.10.2008, it is sufficiently proved from this fact and circumstance that all the petitioners worked for more than 240 days **continuously** for the said period for the said period of 28 years without any interruption and I have already discussed above that the OP company has failed to prove its plea of discontinuity of said services of all the petitioners for the said long period.

So the provisions of Section 25-B(2)(a)(ii) of The Industrial Disputes Act, 1947 is not applicable in this present case as the petitioners have taken plea of continuous service for about 28 years without any interruption and from the record as discussed above it has been proved that the petitioners had been working continuously without any interruption according to Section 25-B(1) of The Industrial Disputes Act, 1947.

It is the settled law that the Court or Tribunal has to consider and appreciate the entire materials on record in order to arrive at a just decision.

Though the petitioners worked for 28 years as temporary staff in the OP company and their services were terminated by the OP company suddenly on 20.10.2008 without any punishment or allegation regarding their conduct in employment and without proof of discontinuity of said services of the petitioners for about 28 years,I hold that they should be reinstated as temporary hands to their previous posts of temporary hands in the OP company and they should be allowed to work as the temporary

hands till they commit any offence regarding their work in the OP company.

Unfair Labour Practice:

According to Section 25-T of The Industrial Disputes Act, 1947, "*no employer or workman or a Trade Union shall commit any unfair labour practice and if done, he will be punishable with imprisonment for a term which may extend to 06(six) months or with fine which may extend to Rs. 1000/- or with both.*"

The above conduct of the OP company sufficiently proves that without any legal cause and in the colourable exercise of the employees' rights, the OP company terminated the services of all the petitioners by way of victimisation and the petitioners admittedly worked for about 28 years as temporary hands but the OP company continued them to work as such for about 28 years with the object of depriving them of the status and privileges of permanent workman and according to the *Fifth Schedule under The Industrial Disputes Act, 1947,* the OP company has committed unfair labour practice to the petitioners of this case and it is the best example of persecution by an employer on his employees and it is not an example of **social justice.**

As the OP company has committed unfair labour practice to the petitioners of this case, the OP company has to pay Rs. 300000/- as cost and compensation to each of the 36(thirty six) petitioners.

So considering the entire materials on record and the decisions of the Hon'ble Supreme Court, I hold the case is maintainable in law and the petitionersare entitled to get relief as prayed for, though the relief by way of reinstatement with back wages is not **automatic**but the entire materials on record clearly show that

though the petitioners did not commit any offence regarding their services for a long period of 28 years, the OP company suddenly on 20.10.2008 terminated their service without any lawful cause and put them under acute financial problem to ruin their family condition and for such type of cruellest act of the OP company, I hold that all the petitioners should be reinstated as the temporary hands in their previous posts of temporary hands.

Hence it is,

O R D E R E D

That the case no. VIII-48/2010 under Section 10 (2A) of The Industrial Disputes Act, 1947 is allowed on contest against the OP company with a cost and compensation of Rs. 3,00,000/- to be paid to each of the 36(thirty six) petitioners within 30 days from this date of order.

This case is abated against the deceased petitioner Kajal Naha .

It is hereby declared that the order of termination dated 20.10.2008 in the form of refusal of employment made by the OP company against the petitioners is illegal, invalid, baseless and unjustified.

The OP company is directed to reinstate the 36(thirty six) petitioners namely Koushik Dey, Jayanta Paul, Bablu Chandra Das, Swarup Kumar Mondal, Dipak Chatterjee, Samir Kumar Saha, Sudip Chakraborty, Arup Kumar Roy, Suranjan Paul, Uttam Talukdar, Subodh Das, Subhasish Pan, Koushik Kumar Ghosh, Asim Kumar Ghosh, Sailendra Banerjee, Swapan Debnath, Sanjay Dhar, Sukumar Biswas, Panchu Gopal Sen, Pradip Dasgupta, Amar Nath Sadhukhan, Pranab Kumar Mitra,

Dipankar Ghosh, Uttam Saha, Ajit Bhanja, Goutam Mondal, Baidanath Bera, Sudhamoy Roy, Tapas Das, Debasish Bhattacharjee, Sandhya Paira, Tarak Nath Chakraborty, Dipak Kumar Roy, Prasanta Pal, Joydeb Sarkar & Pintu Dey as the temporary hands in their previous posts of temporary hands in the OP company **immediately.**

The OP company is directed to pay the full back wages alongwith consequential reliefs from 20.10.2008 till the date of payment with a compound interest of 10% per annum on the entire arrear amount of back wages and consequential reliefs to the said petitioners within 30 days from this date of order.

Let this judgement and order be treated as an Award.

According to Section 17AA of The Industrial Disputes Act, 1947, let a certified copy of this award be sent to the Principal Secretary to the Government of West Bengal, Labour Department, New Secretariat Buildings, 1, K.S. Roy Road, Kolkata 700 001 for information, and let a certified copy of this award be supplied to each of both the parties of this case, free of cost, forthwith for information.

The case is disposed of today.

Dictated & corrected by me.

Judge

(Shri P.S. Mukhopadhyay)
Judge
2nd Industrial Tribunal, Kolkata