

I/171783/2022

Government of West Bengal
Labour Department, I. R. Branch

N.S. Buildings, 12th Floor, 1, K.S. Roy Road, Kolkata - 700001

No. Labr/.77./ (LC-IR)/11L-137/2014

Date : 24/01/2022

ORDER

WHEREAS an industrial dispute existed between M/s Ganges Vally Foods Pvt. Ltd., Vill. - Jagannathpur, P.O.- Bamunari, P.S.- Dankuni, Dist.- Hooghly, Delhi Road, Pin- 712250 and its workman Sri Ashok Sardar, Vill. - Jagannathpur, P.O.- Bamunari, P.S.- Dankuni, Dist.- Hooghly, Delhi Road, Pin- 712250 regarding the issues, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application under section 10(1B)(d) of the Industrial Dispute Act, 1947 (14 of 1947) to the Third Industrial Tribunal, Kolkata specified for this purpose under this Deptt.'s Notification No. 1085-IR/12L-9/95 dated 25.07.1997;

AND WHEREAS the said Third Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 23.12.2021 under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947) on the said Industrial Dispute vide Memo No. 1564 - L.T. dated 27.12.2021;

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/-

Joint Secretary

to the Government of West Bengal

No. Labr/.77./ (15)/(LC-IR)

Date : 24/01/2022

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

1. M/s Ganges Vally Foods Pvt. Ltd., Vill. - Jagannathpur, P.O.- Bamunari, P.S.- Dankuni, Dist.- Hooghly, Delhi Road, Pin- 712250.
2. Sri Ashok Sardar, Vill. - Jagannathpur, P.O.- Bamunari, P.S.- Dankuni, Dist.- Hooghly, Delhi Road, Pin- 712250.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The OSD & EO Labour Commissioner, W.B., New Secretariat Buildings, (11th Floor), 1, Kiran Sankar Roy Road, Kolkata - 700001.
5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

[Signature]
Joint Secretary

No. Labr/.77./ (22)/(LC-IR)

Date : 24/01/2022

Copy forwarded for information to :-

1. The Judge, Third Industrial Tribunal, Kolkata, with respect to his Memo No. 1564 - L.T. dated 27.12.2021.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.

Joint Secretary

In the Third Industrial Tribunal, West Bengal
New Secretariat Buildings, Kolkata

P R E S E N T :

**Shri Sanjeev Kumar Sharma, Judge,
Third Industrial Tribunal, Kolkata.**

Case No. 18/2020; u/S. 10(1B)(d) of the I.D. Act, 1947

Sri Ashok Sardar

... Applicant

Vill.- Jagannathpur, P.O.- Bamunari,
P.S.-Dankuni, Hooghly, Delhi Road, Pin-712250.

Versus

M/s. Ganges Vally Foods Pvt. Ltd.

... OP/ Company

Vill.-Jagannathpur, P.O.-Bamunari,
P.S.-Dankuni, Hooghly, Delhi Road,
PIN-712250.

A W A R D

Dated : 23-12-2021

Record is put up today, on a petition filed on behalf of the company.

The workman is present.

The parties filed a joint petition along with a memorandum of settlement praying for disposal of the case in terms of the settlement. The company also files two demand drafts of Rs.9,47,354/- and Rs.1,63,209/- in favour of the workman drawn on Punjab National Bank, Delhi Road, Bamunari, Hooghly, W.B., PIN-712205.

Heard Ld. Advocate for the company as well as the workman.

The workman is examined on dock touching the memorandum of settlement and the joint petition filed by the parties.

Ld. Advocate for the company submits that the dispute between the workman and the company has been amicably settled and the parties have entered into memorandum of settlement.

He also submits that the company has submitted two demand drafts of Rs.9,47,354/- and Rs.1,63,209/- in favour of the workman towards final settlement and payment of gratuity respectively.

Contd.....

The examination of the workman on dock shows that he entered into the memorandum of settlement after fully understanding the contents and terms thereof and after considering the same as beneficial to him. It also appears from his statement that he entered into the agreement voluntarily and due to the settlement, he no longer has any grievance against the company. It is also found from his statement that the company is closed at present.

Two demand drafts submitted by the company are handed over to the workman.

Considering the facts and circumstances and nature of the case, submission of the parties and the statement of the workman on dock it appears that the workman has voluntarily settled the matter without any threat, promise, coercion or any undue influence and due to the settlement he is not interested to proceeding with the case.

In the circumstances, it appears that there no longer exists any industrial dispute between the parties. Therefore, the instant application under Section 10(1B)(d) of the Industrial Disputes Act, 1947 is disposed of in terms of the memorandum of settlement as there no longer exists any industrial dispute between the parties.

The memorandum of settlement be made part of the Award.

Dictated & corrected by me

sd/-
Judge

sd/-
Judge
Third Industrial Tribunal
Kolkata
23-12-2021

MEMORANDUM OF SETTLEMENT

Under Section 2(p) of the Industrial Disputes Act, 1947
read with Rule 68 of the West Bengal Industrial Disputes Rules, 1958.

01. Names and addresses of
the parties. :: Ganges Vally Foods Pvt. Limited, Vill.-
Jagannathpur, P.O.-Bamunari, Dist.-
Hooghly, Delhi Road.

-And-

Ashok Sardar residing at Vill.-
Jagannathpur, P.O.-Bamunari, Dist.-
Hooghly.

02. Representing the Employer:: 1. Chandan Sarkhel

03. Representing the workman:: The workman himself.

04. Short Recital of the case::

গণেশ সর্কার

Signature

The Company had its factory at Vill.-Jagannatpur, P.O.-Bamunari, Hooghly, West Bengal, PIN- 712250 wherein manufacturing of biscuits were carried on. It was passing through serious financial problems and incurred a huge loss for certain years before declaration of permanent closure with effect from 6 A.M. of 04.08.2020.

In spite of incurring huge losses, the management always tried to accommodate the employees to the extent it is possible and continued to bear their liabilities, financial and otherwise.

The management through various communications always kept the employees posted about the stringent financial condition including the viability of the organization.

Since the factory has lost its economic viability, the management ultimately by a notice dated 04.08.2020 declared permanent closure of the said factory under Section 25FFA(1) read with proviso (a) to the said section of the Industrial Disputes Act, 1947 by paying one months' wages in lieu of notice and compensation payable as per first proviso to Section 25FFF(1) of the Industrial Disputes Act, 1947(as amended by West Bengal Act No. LVII of 1980) on 03.08.2020. It is pertinent to mention that in the factory as on

CHANDAN SINGH



04.08.2020 "not more than fifty workmen are employed or were employed on any day of the preceding twelve months to the date of closure". All the persons employed at the time of closure were also paid their entire service benefits, statutory or otherwise, including Gratuity on 03.08.2020 simultaneously along with statutory payments prior to declaration of closure.

Prior to declaration of closure, Sri Ashok Sardar was served with an Order of Dismissal dated 04.03.2019 due to his involvement, along with other workmen, in some in-disciplinary activities on 02.03.2019 which squarely come within the purview of Clause 21(1), Clause 21(9), Clause 21(10), Clause 21(13), Clause 21(14), Clause 21(15) of the Certified Standing Orders of the Company. Although, the action taken by the management is punitive in nature but it has been explained in the letter of dismissal that holding of an enquiry prior to imposition of the penalty was not possible

Sri Ashok Sardar the concerned workman raised a dispute with the Labour Department, Government of West Bengal. Ultimately, he filed an application under Section 10(1B)(d) of the Industrial Disputes Act, 1947 relating to his separation of employment with the

CONTINUED SHEET



Company before the Learned Third Industrial Tribunal, Government of West Bengal, Kolkata. The said case has been registered as Case no. 18 of 2020 under Section 10(1B)(d) of the Industrial Disputes Act, 1947.

During the pendency of the matter before the said Learned Tribunal, a proposal has come from Sri Ashok Sardar for an amicable settlement of the pending matter. Accordingly, discussions were held in an atmosphere of cordiality between the parties for an amicable settlement of the matter and thereafter the same has been settled by and between the parties on following terms:

5. TERMS AND CONDITIONS OF SETTLEMENT:

(a) It is agreed and accepted by Sri Ashok Sardar that he has got no dispute with the management of the Company regarding the severance of employer – employee relationship between himself and the Company with effect from 04.03.2019 and he accepts the same without any reservation in any manner what so ever.

(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

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creating any liability on the management of the Company in connection with Sri Ashok Sardar in any manner whatsoever.

(c) It is agreed and accepted by Sri Ashok Sardar that he shall not pray for reinstatement/re-employment / re-induction in the Company in any manner what so ever including back wages, leave wages, bonus and Gratuity 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 Ashok Sardar would be paid a sum of Rs.947354/-(Rupees Nine Lakhs forty seven thousand three hundred fifty four) only and Rs. 163209/- (Rs. One lakh Sixty Three Thousand Two Hundred nine) only (towards Gratuity payment) by the Company, after necessary deductions under the Income Tax Act, if any, in full and final settlement of his all dues and claims statutory or otherwise against the Company including reinstatement/re-employment / re-induction in the Company in any manner what so ever along with back wages, leave wages, bonus Gratuity and before any Authority, Labour Court, Tribunal or any Court of Law.

(e) It is agreed that the sum of Rs. 947354/-(Rupees Nine Lakhs forty seven thousand three hundred fifty four only) and Rs. 163209/-(Rs. One lakh Sixty Three Thousand Two Hundred nine only) (towards Gratuity

अशोक सार्दार



payment) after necessary deductions under the Income Tax Act, if any, as aforesaid is being paid to him vide one Demand Draft being Nos. 161303 and 161302 dated 18.12.2021- drawn on PNB , Bamunari, Hooghly and in final settlement of his all dues and claims statutory or otherwise against the Company arising out of the said severance of employer - employee relationship consequent upon above mentioned payments Rs. 947354/- (Rupees Nine Lakhs forty seven thousand three hundred fifty four) and Rs. 163209/- (Rs. One lakh Sixty Three Thousand Two Hundred nine) after necessary deductions under the Income Tax Act, if any, has got no claim (statutory or otherwise) in respect of the Company nor shall he himself or authorise anybody including any Union/Association to prefer any claim, statutory or otherwise including reinstatement/re-employment / re induction in the Company in any manner what so ever along with back wages, leave wages, bonus and Gratuity before any Authority, Labour Court, Tribunal or any Court of Law.

(f) It is confirmed by Sri Ashok Sardar that in receiving the Demand Drafts for the said amount of Rs.947354/-(Rupees Nine Lakhs forty seven thousand three hundred fifty four) only and Rs. 163209/- (Rs. One lakh Sixty Three Thousand Two Hundred nine) only after necessary deductions under the Income Tax Act, if any, he shall handover a receipt as a token of

ASHOK SARDAR



his acceptance of the said amount in full and final settlement of his all dues and claims against the Company.

(g) It is confirmed by Sri Ashok Sardar that he is not interested to proceed with the Case No.18 of 2020 under Section 10(1B)(d) of the Industrial Disputes Act, 1947 pending before the learned Third Industrial Tribunal, Government of West Bengal in any manner whatsoever.

(h) It is confirmed by Sri Ashok Sardar that he has accepted the said payments without any reservation and without being influenced by anyone. He also confirms that consequent upon payment of Rs.947354/-(Rupees Nine Lakhs forty seven thousand three hundred fifty four) only and Rs. 163209/-(Rs. One lakh Sixty Three Thousand Two Hundred nine) only, after necessary deductions under the Income Tax Act, if any, by the management, he is not entitled to receive any amount from the Company over and above the said amount statutory or otherwise in connection with Case No. 18 of 2020 under Section 10(1B)(d) of the Industrial Disputes Act, 1947 pending before the learned Third Industrial Tribunal, Government of West Bengal. This settles all the disputes, demands and differences between the parties fully and finally.

অশোক সর্দার



(i) Sri Ashok Sardar by and for himself and on behalf of his heirs, successors, and assigns, fully and forever release and discharge M/s. Ganges Valley Food Products Pvt. Ltd., their employees, officers, subsidiaries, directors, shareholders, partners, members, predecessors, successors, affiliates, assigns, insurers and trustees as well as its or their present and former officers, directors, trustees, employees and agents, individually and in their official capacities from any and all claims, rights, liens, demands, liabilities, obligations, damages, actions, and causes of action, of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of any act, omission, event or transaction, including without limitation, all past, present, and future claims and demands arising out of, or having a basis in whole or in part of, any claims or causes of action arising from or relating to the claim contemplated herein in this settlement.

(j) Sri Ashok Sardar warrants that he has not assigned, pledged, or otherwise sold or transferred any right, title, or interest which Sri .Ashok Sardar had or may have in the claims hereby released.

(k) It has been further agreed by Sri Ashok Sardar that he shall keep the terms and condition of this settlement confidential and not to disclose the

ASHOK SARDAR

by

same to any employees (whether present or former) of the Company or any third party (es) from the date of execution of the foregoing settlement.

06. It is confirmed by Sri Ashok Sardar that he 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 and payment in terms thereof by virtue of an Award on the basis of the instant settlement. He further confirms that he shall extend fullest co-operation in making a joint application for disposal of the Case being No.18 of 2020 under Section 10(1B)(d) of the Industrial Disputes Act, 1947 pending before the learned Third Industrial Tribunal, Government of West Bengal in terms of the settlement on the date of signing and receiving the payment in terms thereof.

07. This settlement settles all disputes and demands arising out of the Case No. 18 of 2020 under Section 10(1B)(d) of the Industrial Disputes Act, 1947 pending before the learned Third Industrial Tribunal, Government of West Bengal fully and finally and connected proceedings including any order passed in connection thereof.

CAUTION SIGNATURE

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IN WITNESS WHEREOF the parties put their signatures
this the 21st December 2021 .

Sri .Ashok Sardar.....
Products Private Ltd.

Ashok Sardar

Witness:

1. *Rajesh Sardar*
2. *Shibnath Patra*

M/s. *Ganges Valley Food*
FOR GANGES VALLEY FOODS PVT. LTD.

Chandan Sardar
FACTORY MANAGER

Witness

Chandan Sardar
Ajay Kr Mishra

To,