

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

No. Labr/83/(LC-IR)/22015(15)/7/2019 Date : 15-01-2022

ORDER

WHEREAS an industrial dispute existed between M/s. Dewar's Garage Ltd, 4, Council House Street, Kolkata - 700001 and Sri Narendra Nath Mukherjee, 2B, C. S. Mukherjee Bye Lane, South, Konnagar, Hooghly regarding the issue, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

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

AND WHEREAS, Second Labour Court, Kolkata heard the parties under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947).

AND WHEREAS Second Labour Court, Kolkata has submitted to the State Government its Award under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947) on the said Industrial Dispute.

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 dated 10/01/2022 as shown in the Annexure hereto vide memo no. 77- L.T. dated - 18/01/2022.

ANNEXURE

(Attached herewith)

By order of the Governor,


Joint Secretary
to the Government of West Bengal

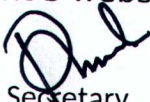
83/1(5)
No. Labr/ /(LC-IR)

: 2 :
25-01-
Date : 2022

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

1. M/s. Dewar's Garage Ltd, 4, Council House Street, Kolkata - 700001.
2. Sri Narendra Nath Mukherjee, 2B, C. S. Mukherjee Bye Lane, South, Konnagar, Hooghly.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. 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.

83/2(2)
No. Labr/ /(LC-IR)


Joint Secretary
25-01-
Date : 2022

Copy forwarded for information to :-

1. The Judge, Second Labour Court, West Bengal, with respect to his Memo No. 77 -L.T. dated 18/01/2022.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.

Join Secretary

In the matter of an application u/s. 10(1B)(d) of the Industrial Disputes Act, 1947 filed by Sri Narendra Nath Mukherjee, 2B, C. S. Mukherjee Bye Lane, South, Konnagar, Hooghly against M/s. Dewar's Garage Limited, 4, Council House Street, Kolkata-700 001.

BEFORE THE JUDGE, SECOND LABOUR COURT, KOLKATA

Case No. 07/2010 u/s. 10(1B)(d)

Present: Shri Argha Banerjee, Judge
Second Labour Court,
Kolkata

Date: 10th January, 2022.



AWARD

This Industrial Dispute between Sri Narendra Nath Mukherjee, 2B, C. S. Mukherjee Bye Lane, South, Konnagar, Hooghly and M/s. Dewar's Garage Limited, 4, Council House Street, Kolkata-700 001 in respect of the under mentioned issues.

ISSUES

- 1) Is the application filed by the applicant u/s. 10(1B)(d) of the I.D. Act (W.B. Amendment) maintainable in Law & Facts?
- 2) Whether the applicant is a 'workman' as contemplated u/s. 2(S) of the I.D. Act, 1947?
- 3) Whether the Domestic Enquiry proceeding initiated against the applicant were inconformity with the principles of natural justice?
- 4) Whether the dismissal of service of the applicant w.e.f. 12.2.2009 was proper & justified in Law?
- 5) Whether the applicant is entitled to get any relief as per Law & Equity?

Both the parties are present along with their Ld. Advocates and file a Memorandum of Settlement as per the provisions of Industrial Disputes Act stating the fact that the instant matter has been settled amicably in regard to the Memorandum of Settlement which they have filed before this Court today. The applicant Sri Narendra Nath Mukherjee was being examined and cross-examined by the respective Ld. Counsels appearing on behalf of the Applicant and the Company. That in his substantive evidence the applicant has stated before this Court that Memorandum of Settlement was entered into between himself and the Company voluntarily and the same had received a Cheque bearing No. 011816

dated 04.01.2022 drawn on UCO Bank, Calcutta amounting to Rs. 71,222/- (Rupees Seventy One Thousand Two Hundred Twenty Two) only. The applicant has further submitted that he has no further claim against the Company and does not want to proceed in the instant matter further.

It is seen from the records that the applicant has filed an application praying for an award in terms of Memorandum of Settlement. I have carefully examined the terms of Memorandum of Settlement and also have perused the signatures of the parties in the Memorandum of Settlement. Having regards to the facts and circumstances and considering the materials on record and the terms of settlement I am of the opinion that the terms and conditions of the Memorandum of Settlement dated 10.01.2022 by and between the parties in the instant matter is legally valid and proper. I do not find any legal impediment to accept the terms and conditions of the settlement and thereby disposed of the case in between the parties.

Hence, it is

ORDERED

That the application filed today by the applicant is allowed in presence of the parties of this proceeding and accordingly the case is finally disposed of in terms of Memorandum of Settlement dated 10.01.2022 and such Memorandum of Settlement may made part of this award.

This is my award.

Let a copy of this award be sent to the concerned department of Government of West Bengal.

Dictated & corrected by me

Sd/—
Judge



Sd/—
(Argha Banerjee)
Judge
Second Labour Court,
Kolkata
10.01.2022.

MEMORANDUM OF SETTLEMENT

Under Section 18(3) of the Industrial Disputes Act, 1947 and Rule - 68 of the West Bengal Industrial Disputes Rule, 1958

1. Name of the Parties: -

Dewar's Garage Limited,
4, Council House Street,
Kolkata- 700 001.

-AND-

Sri. Narendra Nath Mukherjee
2B, C. S. Mukherjee Bye Lane,
South, Konnagar, Hooghly.

2. Representing Employer: -

Sri. Surajit Kumar Bhakat,
General Manager (HR & Admin) of
Dewar's Garage Limited.

3. Representing Employee: -

Sri Narendra Nath Mukherjee

4. Short Recital of the case:-

Sri Narendra Nath Mukherjee is one of the ex-Employee of the Dewar's Garage Limited. He was initially appointed as Supervisor in the year 1988 and thereafter he was promoted to the post of Manager-PDI In-Charge (Pre-Deliver Section) and he was in-charge of the Company at Sonai Road, Hide Road Extension, Kolkata-700 088. His service was terminated in the year 2006 for committing certain acts of misconduct including misappropriation of the Company's fund, taking delivery of damaged and dented vehicles from transporters against receipt of compensation without depositing the said sum to the Company's fund. Sri Narendra Nath Mukherjee filed a purported Industrial Dispute relating to his termination from service from the Company before the Learned Second Labour Court and the same has been registered as Case No. 07 of 2010. The Company was contesting the case by filing its written statement and also corroborated the said facts through its witness before the said Court. The Company challenged the maintainability of

For DEWAR'S GARAGE LTD.

Surajit Kumar Bhakat
General Manager.
HR - Administration

Narendra Nath Mukherjee

Made a part of award.

Sd/-
Judge

Second Labour Court W.B.

10-01-2022

the said case and status of Sri Narendra Nath Mukherjee. The Company also submitted that Sri Narendra Nath Mukherjee was working as Manager - PDI In-charge and his nature of duties were managerial and administrative in nature and he is not a workman u/s 2(s) of the Industrial Disputes Act, 1947. During pendency of the said purported dispute, the matter was discussed at Bi-partite level between the parties and after protracted negotiation a settlement was finally arrived at between the parties herein under the following terms and conditions. Sri Narendra Nath Mukherjee agrees to withdraw the case pending before the Ld. Second Labour Court and accepted his full and final settlement from the Company. The full and final settlement of Rs.71,222/-(Rupees Seventy One Thousand Two Hundred Twenty Two only) including of Gratuity has been duly received by Sri Narendra Nath Mukherjee and he has no remaining claim over the company.

5. Terms of the settlement:- It is agreed and settled by and between the parties;

- i) That Sri Narendra Nath Mukherjee shall have no further claim of his employment with Dewar's Garage Limited.
- ii) That Sri Narendra Nath Mukherjee has received a sum of Rs.71,222/-(Rupees Seventy One Thousand Two Hundred Twenty Two only) vide account payee Cheque No. 011816 dated 04/01/2022 drawn in his favour on Uco Bank towards full and final settlement of all his statutory and other dues including Gratuity and he has no remaining claim over the Company whatsoever in nature.
- iii) It is agreed that after encashment of above stated amount, Sri Narendra Nath Mukherjee shall not make any claim further against the company in any manner whatsoever in nature including the claim of reinstatement in service and his retiral benefits.
- iv) It is agreed that this Memorandum of Settlement is valid subject to the encashment of the above stated account payee cheque.

For DEWAR'S GARAGE LTD.
Swajit Kumar Bhattacharya
General Manager.
HR - Administration

Narendra Nath Mukherjee

- v) This fully and finally settles the disputes of termination from service and full and final settlement of legal dues including Gratuity of Sri Narendra Nath Mukherjee.
- vi) That this settled the dispute fully and finally.
- vii) That a copy of this settlement shall be forwarded to the appropriate Authorities under the provisions of Rule 68(3) of West Bengal Industrial Disputes Rules 1958.

The management and the Employee have subscribed their signature hereto on this the day of January, 2022.

For DEWAR'S GARAGE LTD.

Surajit Kumar Bhakat
General Manager.
HR - Administration

SIGNATURE OF THE EMPLOYER

Narendra Nath Mukherjee

SIGNATURE OF THE EMPLOYEE

WITNESS:

*Ashok Bhowra
14 Shilp Talla St
Kolkata - 700 007*

- c.c.to 1. The Assistant Secretary, Department of Labour,
Labour Commissionerate, Government of West Bengal,
New Secretariate Building (11th Floor), 1, Kiran Sankar Roy Road,
Kolkata-700 001.
2. The Labour Commissioner, Labour Commissionerate,
Government of West Bengal,
New Secretariate Building (11th Floor), 1, Kiran Sankar Roy Road,
Kolkata-700 001.

RECEIPT

I, Narendra Nath Mukherjee has received a sum of Rs. 71,222/- (Rupees Seventy-One Thousand Two Hundred Twenty-Two only) from Dewar's Garage Limited by Account payee cheque of Rs. 71,222/- (Rupees Seventy-One Thousand Two Hundred Twenty-Two) only being No. 011816 dated 04/01/2022, drawn in my favour on Uco Bank, as my full and final settlement of service dues in terms of Memorandum of Settlement dated 10th Day of January 2022 and I have no remaining claim or dispute whatsoever in nature over Dewar's Garage Limited including of gratuity and re-employment.

Dated: This 10th day of January, 2022

(NARENDRA NATH MUKHERJEE)

Narendra Nath Mukherjee.

यूको बैंक
UCO Bank

KOLKATA MAIN - RT
(POST BOX 818)
10, B.T.M. SARANI, KOLKATA - 700001
RTGS/NEFT IFS CODE : UCBA0000190

Valid for three months only from the date of instrument

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RS0QRG

या धारक को or Bearer

Pay Narendra Nath Mukherjee

Rupees रुपये Seventy One Thousand Two Hundred Twenty Two Only

अदा करें

₹**71,222.00

A/c No. 19670503562058

क्रम सं.
Seqn. No. 009312011816

CC A/c

Payable at par at all UCO CBS branches

For DEWARS GARAGE LIMITED

FOR DEWARS GARAGE LTD
Authorized Signatory
Please sign above

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