

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

No. Labr/204. /(LC-IR)/22015(16)/605/ 2019.

Date 17/03/2022

**ORDER**

WHEREAS an industrial dispute existed between M/s Franco-Indian Pharmaceutica Pvt. Ltd. 20, Dr. E. Moses Road, Mumbai – 400011, India and Kolkata Office at 40B, Princep Street, Kolkata - 700072 and their workman Ms. Arpita Roy, 62, Shibnarayan Road, Uttarpara, Hooghly - 712258 regarding the issues being a matter specified in the Second schedule of the Industrial Dispute act, 1947 (14of 1947);

AND WHEREAS the workman has filed an application directly under sub-section 2 c Section 2A of the Industrial Dispute act, 1947 (14of 1947) to the Seventh Industrial Tribuna Specified for this purpose under this Department Notification No. 101–IR dated 2.2.12;

AND WHEREAS the Seventh Industrial Tribunal has submitted to the Stat Government its Award dated 24/02/2022 vide memo no. 300 - L.T. dated 08/03/2022.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industri Disputes 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,



Joint Secretary  
to the Government of West Bengal

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No. Labr./204/1(2) – IR

Dated 17/03/2022.

Copy forwarded for information to:

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 300 - L.T. dated 08/03/2022.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

  
Joint Secretary

No. Labr./204/2(5) – IR

Dated 17/03/2022

Copy with a copy of the Award is forwarded for information & necessary action to:

1. M/s Franco-Indian Pharmaceuticals Pvt. Ltd. 40B, Princep Street, Kolkata - 700072.
2. Ms. Arpita Roy, 62, Shibnarayan Road, Uttarpara, Hooghly - 712258.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B., New Secretariat Building (11<sup>th</sup> 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.

  
Joint Secretary



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

**Present:**

Shri Ashis Kumar Das, Judge,  
Seventh Industrial Tribunal, Kolkata

**Case No.10 of 2017 ( U/s 2A(2) of I.D. Act, 1947, as amended )**

**Ms. Arpita Roy  
Resident of 62, Shibnarayan Road,  
Uttarpara, Hooghly – 712 258,**

**..... Applicant**

***Versus***

**M/s. Franco-Indian Pharmaceuticals  
Private Limited, having its registered  
Office at 20, Dr. E. Moses Road, Mumbai 400 011, India  
And Kolkata Office at 40B, Princep Street,  
Kolkata – 700 072.**

**...Opposite Party**

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**A W A R D**

**Dated :24-02-2022**

Today is fixed for passing order in respect of the joint petition of compromise in terms of Memorandum of settlement dated 17.12.2021 filed by both the parties.

Perused the case record along with the joint petition of compromise in terms of Memorandum of settlement dated 17.12.2021 . Considered.

This is the case U/s 2A(2) of the Industrial Disputes Act, 1947 ( as amended) filed by the workman/applicant Ms. Arpita Roy against her employer **M/s. Franco-Indian Pharmaceuticals Private Limited** in connection with termination of her service by her employer seeking order that such termination is illegal and unjustified and to pass an award of reinstatement in service with full back wages and consequential benefits.

Perused the joint compromise petition, Memorandum of Settlement, both dated 17.12.2021, petition under Section 2A(2) of the Industrial Disputes Act, 1947 (as amended) as well as evidence of the applicant Ms. Arpita Roy (PW-1) and Mr. Jason D'souza (OPW-1), an authorized representative of the company, so adduced in support of said compromise petition and also Exhibits B & C (photocopy of cheque being no. 025275 dated 14.12.2021 of **Rs. 1,22,290/-** and photocopy of resignation letter dt. 17.12.2021 respectively). I have also perused the joint petition filed by the parties on 31.01.2022, wherefrom it is seen that the O.P./Company has paid gratuity settlement amount of Rs. 65,138/- and also paid Rs. 2,84,556/- towards provident fund as full and final settlement to the applicant/workman and also perused the photocopy of letter being no. OM/GR/2021-22/029 dt. 24.01.2022, issued by the O.P./Company to the applicant

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with regard to final settlement of gratuity fund dues of Rs. 65,138/-, which has been credited to the account of workman /applicant on 24.07.2021. I have also perused the joint petition dt. 08.02.2022 filed by the parties wherein it is stated that the O.P./Company has issued experience certificate dt. 31.01.2022 in favour of the applicant along with its annexure i.e. experience certificate dt. 31.01.2022. It appears from the evidence of PW-1 and OPW-1 that the matter in dispute has already been settled in between the parties in terms of Memorandum of Settlement dated 17.12.2021, as mentioned in the compromise petition dated 17.12.2021. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over one cheque being no. 025275 dated 14.12.2021 of **Rs. 1,22,290/-** ( One Lakh twenty two thousand two hundred ninety ) only being, drawn on The HDFC Bank, Fort, Mumbai – 400 001, photocopy of said cheque, which has been marked as Exbt. B, corroborates such evidence of P.W.1 & O.P.W.1. The applicant (PW-1) has deposed further that in terms of settlement , she is also entitled to a sum of Rs. 2,82,652/- on account of her provident fund and a further sum of Rs. 65,000/- only on account of gratuity from the O.P./Company, which O.P.W.1 during his evidence has admitted. I find from the joint petition dt. 31.01.2022 that the O.P./Company has paid gratuity settlement amount of Rs. 65,138/- and also paid Rs. 2,84,556/- towards provident fund as full and final settlement to the applicant/workman and both the parties have prayed for passing appropriate order. Therefore, it is clear that there is no dues of applicant to the O.P./Company in terms of settlement dt. 17.12.2021. In cross-examination P.W.1 has clearly stated that she has no grievance against the O.P./Company.

The joint compromise petition and Memorandum of Settlement both dated 17.12.2021 have duly been signed by the applicant Ms. Arpita Roy (PW-1) and Mr. Jason D'souza (OPW-1), on behalf of the OP/Company voluntarily. Since the matter has already been settled between the parties to the proceedings, I am of the view that this Tribunal should not stand in the way of their such settlement / compromise, which appears to be legal and valid, and so, this Tribunal finds no impediment in allowing such prayer, made jointly by the parties voluntarily.

Hence, it is,

**Ordered**

that the joint compromise petition dated 17.12.2021 is allowed and accordingly, the proceedings under Section 2A(2) of the Industrial Disputes Act, 1947, as amended, be and the same is disposed of in terms of the Memorandum of Settlement dated 17.12.2021. The joint petition of compromise and Memorandum of Settlement, both dated 17.12.2021 and the joint petition dt. 31.01.2022 be made part of the Award.

This is my Award.



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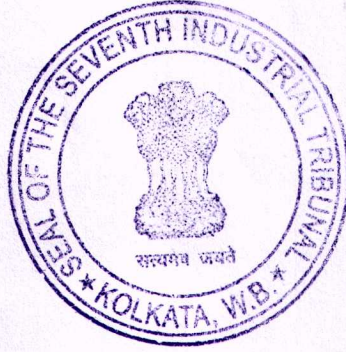


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Let six (6) copies of the Award be sent to the appropriate authority for information and taking necessary action.

Dictated & corrected by me

*Sd/-*  
Judge  
Seventh Industrial Tribunal



Sd/-  
(Ashis Kumar Das)  
Judge  
Seventh Industrial Tribunal  
24-02-2022  
Judge  
Seventh Industrial Tribunal