

I/193219/2022

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/ 505/(LC-IR)/ 11L-38/17 Date: 17/05/2022

**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. 657/(LC-IR)/IR/11L-38/2017 dated 20/06/2017 the Industrial Dispute between M/s Mangalam Vidya Niketan, Kaikhali, Chiriamore, Kolkata - 700136 and Sri Ashok Maity, C/o. Ramen Pandey, President – INTUC, West Bengal, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata - 700017 regarding the issue mentioned in the said order, being a matter specified in the Second Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Fifth Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 29/04/2022 on the said Industrial Dispute vide memo no 604 - L.T. dated - 29/04/2022.

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/ 505/11.5/(LC-IR)

Date: 17/05/2022

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

1. M/s Mangalam Vidya Niketan, Kaikhali, Chiriamore, Kolkata - 700136.
2. Sri Ashok Maity, C/o. Ramen Pandey, President – INTUC, West Bengal, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata - 700017.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D & E.O. Labour Commissioner, W.B. New Secretariate Buildings, 1, K. S. Roy Road, 11<sup>th</sup> Floor, 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/ ...../(LC-IR)

Date: ... .. 2022

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal, West Bengal with reference to his Memo No. 604 - L.T. dated - 29/04/2022.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Joint Secretary



**Before the 5<sup>th</sup> Industrial Tribunals, Kolkata****Case No. VIII-10/2017****Under Section 10(2A) of the Industrial Disputes Act, 1947****M/s. Mangalam Vidya Niketan****-VS-****Shri Ashok Maity.****A W A R D D A T E D , 29/04/2022**

This industrial dispute between M/s. Mangalam Vidya Niketan, Kaikhali, Chiriamore, Kolkata – 700136 and its workman Shri Ashok Maity, C/o. Ramen Pandey, President – INTUC, West Bengal, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata – 700017, having his residential address at 39 New Shivtala Road, Kolkata - 700070, has been referred by the Labour Department, Govt. of West Bengal, I.R. Branch, N. S. Buildings, 12<sup>th</sup> Floor, Kolkata – 700001, to the 7<sup>th</sup> Industrial Tribunal Vide Government Notification No. Labr./657/(LC-IR)/11L-38/17, Dated Kolkata, the 20<sup>th</sup> June, 2017, under Notification No. 3115-IR/IR/3A-6/59, dated 21/06/1960, for adjudication upon the under mentioned issues:-

**ISSUES**

- (1) Whether the termination of service of Shri Ashok Maity with effect from 01/01/2016 by the management of Mrs. Mangalam Vidya Niketan is justified ?
- (2) What relief, if any he is entitled to ?

Originally the case record was fixed for further evidence on behalf of the workman on 13/05/2022. On 25/04/2022, the workman filed a put up petition alongwith the memorandum of settlement duly signed by both the parties alongwith verification and also prayed for disposed of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are also present. Ld. Advocate for Mangalam Vidya Niketan also put her endorsement upon the put up petition by stating that she has no objection if the instant case is disposed of on the basis of the Memorandum of Settlement.





Both the Advocates of the parties jointly stated submitted that the dispute between the parties in the present case has been amicably settled out of Court / Tribunal and to that effect a memorandum of settlement dated 02/03/2022 was prepared by both the parties and the parties also finalized their disputes in terms of the memorandum of the settlement. In view of the above facts and circumstances both the parties prayed for disposal of the case in terms of memorandum of settlement dated 02/03/2022.

In support of their contention the workman Shri Ashok Maity examined himself as PW-1, who is the workman of Mrs. Mangalam Vidya Niketan and the copy of his Aaddhar Card is marked as Exhibit-1. He also admitted and agreed about the terms and condition of the Memorandum of Settlement and he prays for disposal of the case in view of the Terms and Conditions of the Memorandum of settlement and his cross examination is declined by the Ld. Advocate of Mangalam Vidya Niketan.

On the contrary one Shri Saibal Dutta, the Administrative Officer of Mangalam Vidya Niketan examined as OPW-1 and his authorization letter is marked as Exhibit-A and the copy of the Voter ID Card is marked as Exhibit-B and he has categorically stated about the settlement by and between the parties and he also stated that the management of Mangalam Vidya Niketan has no objection if the present case is disposed off as per terms and conditions of the settlement petition.

This Tribunal has carefully examined the terms and condition of the memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties. It reveals that the management of Mangalam Vidya Niketan duly authorized vide authorization letter (Exhibit-A) Shri Saibal Dutta to sign and execute the terms of settlement between the parties and accordingly Shri Saibal Dutta put his signatures upon the same.

Having regard to the facts and circumstances and considering the materials on records and the terms of the settlement, this Tribunal is of the opinion that the terms and conditions of the settlement dated 02/03/2022 by and between the parties of this case are legally valid and proper.



There is no legal impediment to accept the terms and condition of the settlement and to dispose of the case between the parties.

Hence,

**ORDERED**

that the application dated 25/04/2022, filed by both the parties are allowed in presence of both the parties of this proceeding. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 02/03/2022 and the said memorandum of settlement be made part of this award

This is the Award of this Tribunal.

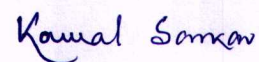
Dictated & corrected by me.



Judge, 5<sup>th</sup> IT Tribunal

29/04/2022

Judge,  
5th Industrial Tribunal  
Govt. of West Bengal



Judge, 5<sup>th</sup> IT Tribunal

29/04/2022

Judge,  
5th Industrial Tribunal  
Govt. of West Bengal





IN THE COURT OF THE LEARNED FIFTH INDUSTRIAL TRIBUNAL,  
WEST BENGAL

Case No. VIII-10 of 2017



In the matter of:

Sri Ashok Maity, son of Late Ramani  
Kant Maity, C/o. Shri Ramen  
Pandey, President, INTUC, West  
Bengal, Maruti Building, Ground  
Floor, 12, Loudon Street, Kolkata-  
700 017.

.....Applicant.

-Versus-

M/s. Mangalam Vidya Niketan,  
Kaikhali, Chiriamore, Kolkata-700  
136.

.....Opposite Party.

**TERMS OF SETTLEMENT**

1. The applicant herein namely, Ashok Maity, claiming himself as a workman of the Mangalam Vidya Niketan, in or about 19<sup>th</sup> January, 2016 had raised a purported dispute before the Labour Commissioner, Government of West Bengal alleging his forceful retrenchment from the said school as well as for payment of his monthly salary for the month of December, 2015 and other consequential reliefs.
2. That conciliation proceeding had been initiated before the

*Sarita Datta*

*Ashok Maity*



Vidyalaya"] ((hereinafter referred to as "the management") has been summoned in terms of Rule 12(2) of the Industrial Disputes Act, 1947 (hereinafter referred to as the "said Act of 1947") vide Memo No. 784/51/16/LC/Kol dated 24<sup>th</sup> May, 2016. However, the said conciliation process failed and/or yielded no result.

3. Since the disputes could not be conciliated before the Conciliation Officer, vide Order No. Labr./657/(LC-IR)/11L-38/2017 dated 20<sup>th</sup> June, 2017 referred such disputes to this Learned Tribunal for adjudication of the same under Section 10 of the said Act of 1947.
4. Subsequently, the workman as well as the management has filed their respective Written Submissions before this Learned Tribunal to such reference.
5. However, the parties to the present reference has decided to settle the disputes amicably between themselves in terms of this Terms of Settlement and the parties herein have reduced their terms of settlement as follows :-
  - a) That the management has paid to the workman a sum of Rs. 98,728/- (Rupees Ninety Eight Thousand Seven Hundred Twenty Eight only) towards his arrear salary, Gratuity, Bonus for the period 1<sup>st</sup> April, 2015 to 31<sup>st</sup> December, 2015 and Pay Leave for 153 days, vide Cheque No. 464618 dated 23.02.2022 drawn on Axis Bank, Airport Branch as full and final settlement of the claim of the workman. and Rs. 201300/- in Cash.

*Sinhal DMS.*

*Sinhal DMS.*





- b) That proper money receipt in acknowledgement of the payment morefully stated in sup-paragraph (a) above has been issued by the workman in favour of the School as full and final settlement of all his claims.
- c) That it is hereby agreed and acknowledged by the workman that the workman has no further or any other claim or claims against the management, in any manner whatsoever and has received the above payment in full satisfaction of all his claims, subject to realization of the money upon presentation of the said cheque with his banker.
- d) In the event, the above referred cheque is dishonoured by the banker of the management, the workman shall be entitled to proceed with the claims as made in the present reference.
- e) That both the workman and the management confirm that this undertaking shall be binding upon them as well as their heirs, successors and legal representatives, in any manner whatsoever.
6. That there is no collusion or connivance in filing the present Terms of Settlement:
7. That the present reference has been adjusted wholly by a lawful



*Sinhal DMS.*  
*Ashok Maiti*

has been duly counter-signed by the learned Advocates representing the respective parties herein.

8. That the present Terms of Settlement shall be executed in triplicate, one to be retained by the workman, one to be retained by the management and the other one to be filed before this Learned Tribunal in Case No. VIII-10 of 2017.
9. That this Learned Tribunal may pass its Award in the present reference, being Case No. VIII-10 of 2017, on the basis of the compromise and/or Terms of Settlement entered into by and between the parties herein.
10. That both parties shall bear their respective costs as to filing of this Terms of Settlement/Compromise Petition.

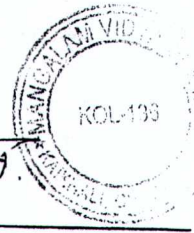
Dated this the 2nd day of March, 2022.

*Aditya Mehta*

(Applicant/Workman)

*Srinivasan*

(Opposite Party/Management)



*Amit Pandey*

(Advocate-on-Record for the Workman)

*Subhro Das*

(Advocate-on-Record for the Management)