

I/80540/2020

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

No. Labr/ 92 / (LC-IR)/.....Date : 07/02/2020**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. 05-IR dated 02.01.2015, the Industrial Dispute between M/s Murlidhar Ratanlal Exports Limited (Unit Gondalpara Jute Mill), P.O. Gondalpara, Chandernagore, Hooghly, Registered office at 15B, Hemanta Basu Sarani, Kolkata-700001 and their workmen represented by i) Bengal Chatkal Mazdoor Union, Gondalpara Branch, P.O.- Gondalpara, Hoogly and ii) National Union of Jute Workers, Gondalpara Jute Mill Committee, P.O.- Gondalpara, Hoogly 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, 4th Industrial Tribunal, West Bengal.

AND WHEREAS the Judge of the said 4th Industrial Tribunal, West Bengal, has submitted to the State Government its award 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 as shown in the Annexure hereto.

ANNEXURE

(Attached herewith)

By order of the Governor,



Deputy Secretary
to the Government of West Bengal

No. Labr/92/1(6)/(LC-IR)Date : 07/02/2020

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

1. M/s . Murlidhar Ratanlal Exports Limited (Unit Gondalpara Jute Mill), P.O. Gondalpara, Chandernagore, Hooghly, Registered office at 15B, Hemanta Basu Sarani, Kolkata-700001 .
2. The Secretary, Bengal Chatkal Mazdoor Union, Gondalpara Branch, P.O.- Gondalpara, Hoogly .
3. The Secretary,) National Union of Jute Workers, Gondalpara Jute Mill Committee, P.O.- Gondalpara, Hoogly
4. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
5. The Labour Commissioner, W.B. New Secretariate Buildings, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
- ✓ 6. The O.S.D., IT Cell, Labour Department, with the request to cast the Award in the Department's website.



Deputy Secretary

/80540/2020

No. Lab. 1/92/2(2)/(LC-1B)Date : 07/02/2020

Copy forwarded for information to :

1. The Judge, 4th, Industrial Tribunal, West Bengal with reference to his Memo No. 1669-L.T. dated 31/12/2019. .
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Deputy Secretary

In the matter of an Industrial Dispute between M/s. Murlidhar Ratanlal Exports Limited (Unit Gondalpara Jute Mill), P.O. Gondalpara, Chandernagore, Hooghly, registered Office at 15B, Hemanta Basu Sarani, Kolkata – 700 001 and their workmen represented by 1) Bengal Chatkal Mazdoor Union, Gondalpara Branch, P.O. Gondalpara, Hooghly and ii) National Union of Jute Workers, Gondalpara Jute Mill Committee, P.O. Gondalpara, Hooghly.

(Case No. VIII-05/15)

BEFORE THE FOURTH INDUSTRIAL TRIBUNAL: WEST BENGAL

P R E S E N T

SHRI GOPAL KUMAR DALMIA, JUDGE
FOURTH INDUSTRIAL TRIBUNAL
KOLKATA.

A W A R D

In the matter of an Industrial Dispute between M/s. Murlidhar Ratanlal Exports Limited (Unit Gondalpara Jute Mill), P.O. Gondalpara, Chandernagore, Hooghly, registered Office at 15B, Hemanta Basu Sarani, Kolkata – 700 001 and their workmen represented by 1) Bengal Chatkal Mazdoor Union, Gondalpara Branch, P.O. Gondalpara, Hooghly and ii) National Union of Jute Workers, Gondalpara Jute Mill Committee, P.O. Gondalpara, Hooghly Vide G.O. No. 05-IR/IR/11L-175/2008 (Pt.) dated 02.01.2015 referred to this Tribunal for adjudication of the following issues.

I S S U E (S)

Whether the dismissal of 23 workmen (list attached) by way of refusal of employment w.e.f. 27.04.2011 by the management of M/s. Murlidhar Ratanlal Exports Limited is justified?

2. What relief, if any, are they entitled to?



1. The case of the Bengal Chatkal Mazdoor Union and National Union of Jute Workers (hereinafter referred to as the Unions), in brief, is that M/s. Murlidhar Ratanlal Exports Ltd. (hereinafter referred to as the Company) is a Company incorporated under the Companies Act, 1956 having its registered office at 15B, Hemanta Basu Sarani, Kolkata – 700 001 and that the unions under reference have been formed to protect the legal rights of the poor workmen and they are registered under the Trade Unions Act and have duly been recognized by the management of the Company. It is also claimed by the Unions that all 23 workmen were in employment of the Unit – Gondalpara Jute Mill under the name and style of Minakshi Poly Jute Industries. Said unit was owned and managed by the Hooghly Mills Company Ltd. and subsequently said Unit has been transferred to and owned by the present Company.
2. It appears to have also been claimed by the Unions that the work of Polypack Department was started during the year, 1988 and continued successfully. Thereafter, said department was renamed as Poly Jute Dying & Bleaching Department in the year, 1993 under the Gondalpara Jute Mill. The present employer i.e. Murlidhar Ratanlal Exports Limited on the strength of an agreement of sale dated 7th day of May, 2009 has purchased the said Jute Mill from the management of the Hooghly Mills Company Ltd. Thereafter, the present employer duly issued identity cards and pay slips to the workmen and also incorporated their names in its muster roll. It is further claimed by the Unions that the management of the present Company all on a sudden on 27th day of April, 2011 restrained the workmen concerned from entering into the factory premises and informed them that the operation of the Poly Jute Dying and Bleaching Department has been suspended / withdrawn / discontinued. Said thing was done without issuing any previous notice and / or paying any compensation to the workmen and / or seeking any permission from the Government. The management though informed the workmen about the suspension of work but all other departments of the said mill were functioning normally. Even



the boiler department of the Gondalpara Jute Mill wherefrom necessary steam for the purpose of production at dying & bleaching department was being supplied, remained operative. Thereafter the management of the Company as per its previous mind set started functioning of said Dying and Bleaching Department on 21st day of May, 2012 by recruiting new workers and throwing out the workmen under reference from their services. It is also urged on behalf of the Unions that the workmen concerned worked there for 22 years and more without any break of service and in all the years of service, each of them worked there atleast 240 days. On 21st day of May, 2012, when the management of the Company started works of the department concerned, the workmen tried to enter into the factory premises but it did not allow them to resume their works. The Unions also claim that said fact was intimated to the Assistant Labour Commissioner by their letter dated 7th day of June, 2011 but the management of the Company by its letter dated 11th day of January, 2012 made out a false and concocted story that it has not purchased the Minakshi Poly Jute Industries and the workmen concerned were not its employees. The Unions have also urged that several letters were exchanged by and between the parties through the Assistant Labour Commissioner i.e. the Conciliation Officer and that the Assistant Labour Commissioner tried hard to solve the dispute by holding several joint conferences but the settlement could not be arrived at due to non cooperative attitude of the management of the Company. Thereafter the Assistant Labour Commissioner finding no other alternative sent a failure report to the Government.

3. The unions have alleged that the management of the Company most illegally dismissed the workmen from their services by way of refusal of employment and as such they are entitled to be reinstated in their respective services with full back wages. It is also claimed that the workmen are very poor and fully unemployed. They have no source of income excepting the service and they have been facing trouble in maintaining their families. The Unions have prayed for reinstatement of the workmen in their respective services with full back wages and consequential benefits.

Dictated & Corrected by me.

Contd. Page- 4



4. On the other hand, the Company has denied the material allegations made by the Unions against it and claimed inter alia that at present it runs a jute mill under the name and style of Gondalpara Jute Mill, Chandannagore, Hooghly, situated at Mouza Chandannagore Pargana, Gondalpara Dinemardanga, Chandannagore, Hooghly. Said jute mill was previously owned by the M/s. Hooghly Mills Company Limited wherefrom the Murlidhar Ratanlal Exports Limited took over the running and operation of the said jute mill on 7th day of May, 2009 by virtue of an Agreement. The Company has also claimed that pursuant to said agreement it has purchased said mill, its land, various office buildings, sheds including all plants, machineries, fittings, fixtures, appliances and other equipments installed thereat from the Hooghly Mills Company Limited and it has also got necessary licences, permissions etc.
5. In respect of the present 23 workmen the Company has claimed that they joined the services under it as casual employees and prior to that they were employees of Meenakshi Poly Jute Industries. After joining of said 23 workmen into the services of the Company as unskilled casual workers it came to know from their provident fund numbers that they were previously employees of Meenaskshi Poly Jute Industries and said jute mill had employees' provident fund code No. WB-28252 but the EPF code of Gondalpara Jute Mill under Hooghly Mills Company Limited was WB-375. It is further claimed by the Company that all employees of the Gondalpara Jute Mill were under the employment of Hooghly Mills Company Limited and they had EPF code bearing No. WB-375. On the date of taking over of the Gondalpara Jute Mill by the Company there were 4237 workers. It is also urged by the Company that at the time of providing employment to the present 23 workmen it also came to know that the Meenakshi Poly Jute Industries was not enjoying exemption under the Employees Provident Fund & Miscellaneous Provisions Act, 1952 unlike Gondalpara Jute Mill and that the contribution of both employer and employees was being deposited with the Provident Fund Authority and that the employees of the Meenakshi Poly Jute Industries apparently received all their benefits from the Provident Fund Authority. Thereafter the Company got their provident fund accounts transferred from the Provident



Fund Authority to the exempted trust. It is further claimed on behalf of the Company that on search of the website it has found existence of one "Hooghly Mills Projects Limited Meenaskshi Poly Jute Industry" situated at the City Hazin, Hazinapur, 24 Parganas (North).

6. The Company also claims that there are separate ESI, PF code, Pollution Certificate & Central Excise registration in the name of Meenakshi Poly Jute Industries and said unit does not belong to it and at no point of time it has purchased and / or entered into any contract for purchasing the said Meenakshi Poly Jute Industries. It has denied the claim of the Unions that the Meenakshi Poly Jute Industries was a part of the Gondalpara Jute Mill. It is urged on behalf of the Company that a few workmen had approached its management for a new employment and on their request it engaged them on casual basis. The Company has also claimed that as it has not purchased the said Meenakshi Poly Jute unit from the Hooghly Mills Company Limited its management did not consider the workmen's preference regarding their field of work and it used to assign them work in other departments irrespective of their choice. As said workmen were not in the muster roll of the Gondalpara Unit taken over by the Company the question of refusal of employment by the Company does not arise.
7. It also appears to have been claimed on behalf of the Company that due to financial crunch and non-functioning of the industry there was a suspension of work in the Meenaskshi Poly Jute Industries and the Authority of said industry i.e. Hooghly Mills Company Limited transferred 30 workmen out of 70 workmen of the said industry to the Hukum Chand Jute Mill, an another unit of the Hooghly Mills Company Limited and remaining 40 workmen were kept in the Meenakshi Poly Jute Industries. Although, the Company has not purchased the Meenakshi Poly Jute Industries from the Hooghly Mills Company Limited but it gave employment to a few workmen on casual basis and as per their request their P.F. accounts were transferred from code no. WB/28252 to WB/375. It is also claimed that out of 39 willing workmen the Company has already absorbed 12 workmen on different dates in its muster roll whereas other workmen did not turn up for the reasons known to them.



8. It is also claimed on behalf of the Company that the Unions have no locus standi to approach the government to make a reference or to assist the workmen before this Tribunal. It is further claimed on behalf of the Company that it never manufactured any poly product at the Gondalpara Jute Mill and that the order of reference is barred by law of limitation as any workman who has been discharged, dismissed, retrenched or terminated as specified in sub-section (1) of Section 2A has to make an application directly to the Labour Court or Tribunal for adjudication of his individual dispute after the expiry of forty-five days from the date the workman has made the application to the conciliation officer of the appropriate government for conciliation of the dispute. Sub-section (3) of Section 2A lays down the time limit for making such application to such tribunal and it provides that such application to the Labour Court or Tribunal for adjudication of the dispute shall be made before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).
9. The Company has further claimed that the Gondalpara Jute Mill and Meenaskshi Poly Jute Industries are two separate legal entities and that the Meenakshi Poly Jute Industries is not an unit of the Gondalpara Jute Mill. It is also claimed that in the representation dated 26th day of April, 2014 the workmen have admitted that they got an opportunity to work but they refused solely on the ground that they were being transferred to the different unit of the Company and it is only because of their discomfort they opted not to join any unit under management of the Company and therefore the Unions' claim about the refusal of employment is false, malafide, concocted and fictitious. The Company has prayed for dismissal of the order of reference with costs.
10. One Parimal Singha Roy, a Joint Secretary of the Bengal Chatkal Mazdoor Union has deposed as P.W.-1 and one Ashok Kumar Khan, the Secretary of the National Union of Jute Workers, Gondolpara Jute Mill Committee has deposed as P.W.-2. Documents filed on behalf of the Unions have been marked as Exhibits-1 series to 10. On the other hand, one Binode Bihari Das, a director of the Company has deposed as O.P.W.-



1 and documents filed on behalf of the Company have been marked as Exhibits A to M.

11. Rulings of the Hon'ble Courts referred to by the Ld. Advocate of the Unions:— (1). 2007 (3) Supreme, page 553 and (2). 2007 (6) ADJ, page 320 (LB).

12. Rulings of the Hon'ble Courts referred to by the Ld. Advocate of the Company: — (1). AIR 1986, Supreme Court, page 1514, (2). 2009 SCC OnLine, Calcutta, page — 1620 and (3). the judgement of the Hon'ble Supreme Court passed in Civil Appeal No. 3803 of 2018 [Arising out of Special Leave Petition (C) No. 19160 of 2015].

DECISION WITH REASONS

13. Before deciding the other matters, I find it appropriate to deal with the claim of the Company that the Unions do not have any locus standi to espouse the cause of the workmen concerned.

14. It has been argued on behalf of the Company that the Unions have not produced any document to show that the concerned workmen are their members. That apart, the names of the concerned workmen are not mentioned in the order of reference and for that the present order of reference should be held to be bad in law. Ld. Advocate of the Unions by refuting the above claim of the Company has argued that the workmen concerned are members of the present trade unions and they have locus standi to espouse their cause.

15. In respect of the above rival claims of the parties I find it just to mention here the provisions of sub-section (1) of Section 36 of the Industrial Disputes Act, 1947 which runs as follows: —

(1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by —

(a) any member of the executive or other office bearer of a registered trade union of which he is a member;



(b) any member of the executive or other office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;

(c) where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and authorized in such manner as may be prescribed.

16. From the above provisions it is clear that even any member of the executive committee or other office bearer of a connected trade union of which the worker is not a member is entitled to represent the workman, subject to compliance of statutory provisions. It is claimed on behalf of the Company that the names of the concerned workmen are not mentioned in the order of reference but I do not find any substance in said claim of the Company. On careful perusal of the issue No. 1 mentioned in the order of reference i.e. "*Whether the dismissal of 23 workmen (list attached) by way of refusal of employment w.e.f. 27.04.2011 by the management of M/s. Murlidhar Ratanlal Exports dated Ltd. is justified?*" It appears that a copy of the report of the Conciliation Officer and a list of the names of the concerned 23 workmen are attached to the order of reference and due to said attachment, the list of the 23 workmen has become a part of the order of reference. In this case, it is claimed on behalf of the Unions that concerned 23 workmen are their members. Although the Unions have not produced any document to show that the workman concerned are their members but it is clear from the document produced on behalf of the Company i.e. a photocopy of a notice (Exhibit-L) bearing No. 35/2009 dated 30.08.2009 signed by its personnel manager that the Company gave a notice to the said 23 workmen and their representative union. Before mentioning the names of said 23 workmen it is stated therein that "*Further to our series of notices no. 25/2009 dated 10/08/2009 and no.-31/2009 dated 22/08/2009, Management hereby once again notifies the following workmen of this Mill and their union representatives that despite several notices, appeals and verbal persuasions regarding joining their duties, the*

workmen concerned, have not yet joined their duties for the reasons best known to them.

As such, Management finally urges these workmen to join their duties within 03 days otherwise it will be presumed that these workmen are not at all interested to continue their duties with the Company and they have left their services from the Company on their own accord." From the contents of said notice it discerns that said workmen are represented by their Unions since inception of the present dispute and the Company has accepted their representation through the Unions. Therefore, the Company should be estopped from challenging the association of said 23 workmen with the Unions. From the facts and circumstances of the case and following the principles of law it can be said without any hesitation that said 23 workmen are members of the present Unions and are entitled to be represented through them.

17. The Company has also claimed that the order of reference is barred by the law of limitation but during hearing of argument Ld. Advocate of the Company did not press said claim of the Company. That apart, on careful perusal of the materials available on record and regard being had to the provisions of law I do not find anything to hold that the order of reference is barred by the law of limitation.
18. It appears to be an admitted position of this case that the concerned 23 workmen had been working at the Meenakshi Poly Jute Industries under the Hooghly Mills Company Limited and from said Hooghly Mills Company Limited the present Company has purchased the Gondalpara Jute Mill situated at Gondalpara Dinemardanga, Chandannagore, Hooghly on the strength of an agreement dated 7th day of May, 2009.
19. The Unions claim that the concerned 23 workmen were working in the Meenakshi Poly Jute Industries, an unit of the Gondalpara Jute Mill and said unit was situated within the premises of Gondalpara Jute Mill and was owned and managed by the Hooghly Mills Company Limited. Subsequently, said unit has been transferred to and owned by the present Company. Whereas the Company claims that it has purchased Gondalpara Jute Mill only. It is also claimed on behalf of the Company that there was



no industry named as Meenakshi Poly Jute Industries at the premises of Gondalpara Jute Mill. Although it has not purchased any factory named as Meenakshi Poly Jute Industries but it found the trace of one "Hooghly Mills Projects Limited Meenakshi Poly Jute Industry" situated at City Hazin, Hazinapur, 24 Parganas (N). In support of said claim it has produced a photocopy of an information sheet said to have been gathered from a website (Exhibit-M). In the same time, the Company has also claimed that due to financial crunch and non-functioning of the industry there was a suspension of work in the Meenaskshi Poly Jute Industries and the Authority of the said industry i.e. Hooghly Mills Company Limited transferred 30 workmen out of 70 workmen of the said industry to the Hukum Chand Jute Mill, an another unit of the Hooghly Mills Company Limited and remaining 40 workmen were kept in the Meenakshi Poly Jute Industries. It is further claimed on behalf of the Company that though it has not purchased the Meenakshi Poly Jute Industries from the Hooghly Mills Company Limited but it as per available vacancy and requirement gave employment to a few workmen on casual basis and as per their request their P.F. accounts were transferred from code no. WB/28252 to WB/375.

20. It is claimed on behalf of the Company that out of 39 workmen of the Meenakshi Poly Jute Industries it has provided employment to 12 of them and names of said 12 workmen were put into its muster roll. But for the reasons best known to the management of the Company it has not furnished the names of said 12 workmen. Although, the Company has filed a list of its workmen claiming the same to be its muster roll (Exhibit-K) but Ld. Advocate of the Unions has seriously challenged the correctness of said document. It depicts that no seal of the Company or signature of its officer is present on the said document. Due to absence of any seal of the Company or signature of its officer on the said document it does not inspire the confidence of this Tribunal.

21. Exhibit-A is a copy of a certified copy of the resolution of the board of directors of the M/s. Murlidhar Ratanlal Exports Limited dated 05.01.2016 authorizing Mr. Binode Bihari Das, a director of the Company to appear before the Hon'ble Calcutta High Court or any other Court / Forum and to



do certain things. Exhibit-E are photocopies of the letters issued from the office of the Regional Provident Fund Commissioner showing transfer of provident fund accounts of the workmen describing their present address of employment as Murlidhar Ratanlal Export Limited, unit-Gondalpara Jute Mill. Exhibit-F is a photocopy of a representation dated 26.04.2011 addressed to the Chief Executive (Works) of the Company, exhibit-G is a photocopy of a letter given on behalf of the Company to the Regional Provident Fund Commissioner for transfer of provident fund accounts, exhibit-H is a copy of a letter given on behalf of the Company to the Deputy Labour Commissioner, Hooghly and exhibit-I is a photocopy of a list of machineries of the Gondalpara Jute Mill.

22. Exhibit-2 series are photocopies of provident fund slips issued to the workmen, exhibit-3 series are photocopies of the ESI cards issued to the workmen, exhibit-4 series are photocopies of the pay slips of the workmen, exhibit-7 are photocopies of letters regarding transfer of provident funds of the workmen, exhibit-9 is a photocopy of a letter written by the P.W.-1, Shri Parimal Singha Roy on behalf of the Bengal Chatkal Mazdoor Union to the Assistant Labour Commissioner, Chandannagore and exhibit-10 is a photocopy of a letter dated 11.01.2012 given on behalf of the Company to the Deputy Labour Commissioner, Hooghly.

23. O.P.W.-1 Shri Binonde Bihari Das has deposed on behalf of the Company to support its case but in paragraph no. 33 of his examination in chief on affidavit he has substantially admitted the claim of the Unions by stating inter alia that "I say that the present employer i.e. Murlidhar Ratanlal Export Limited by a sale agreement dated 7th May, 2009 purchased any Meenakshi Poly Jute from the management of Hooghly Mills Company Limited." During cross examination, he has stated that the workmen were appointed afresh by the M/s. Muralidhar Ratanlal Exports Limited and that there was no existence of M/s. Meenakshi Poly Jute Industry. He has stated also that they could not see M/s. Meenakshi Poly Jute Industry inside the premises of M/s. Gondalpara Jute Mill and that these 23 workmen were the casual employees of M/s. Muralidhar Ratanlal Exports Limited. Although, he denied the existence of Meenakshi Poly Jute Industry but fortunately, the truth has come out from his mouth when

he circuitously admitted the existence of Meenakshi Poly Jute Industry there by stating voluntarily that these 23 workmen were previously working for M/s. Meenakshi Poly Jute Industry and that as they were out of work, on their approach, they (Company) had given them afresh appointment as casual labourers. It is also not less significant to mention here that though the Company denied the existence of any Meenakshi Poly Jute Industries at Gondalpara but in the same time it has claimed that due to financial crunch and non-functioning of the industry there was a suspension of work in the Meenaskshi Poly Jute Industries and the Authority of the said industry i.e. Hooghly Mills Company Limited transferred 30 workmen out of 70 workmen of the said industry to the Hukum Chand Jute Mill, an another unit of the Hooghly Mills Company Limited and remaining 40 workmen were kept in the Meenakshi Poly Jute Industries. Said contradictory claims of the Company clearly go to show that there was an industry named and styled as Meenakshi Poly Jute Industries at Gondalpara. Had there not been any industry named and styled as Meenakshi Poly Jute Industries at the premises of Gondalpara Jute Mill the management of the Company would not have known the fact of transfer of 30 workmen out of 70 workmen of the said industry to the Hukum Chand Jute Mill, an another unit of the Hooghly Mills Company Limited. I also find a strong support from the Exhibit-D i.e. a photocopy of a 'LICENCE TO WORK A FACTORY' produced on behalf of the Company to hold that the Meenakshi Poly Jute Industries was situated at Gondalpara. In this document "The Hooghly Mills Co. Ltd. (Unit-Meenakshi Poly Jute Industries) situated at P.O.- Gondalpara, Dist. Hoogly" is clearly mentioned. Said matter has been fortified further by other various documents filed on behalf of the Company i.e. copies of the receipts issued by the Chandannagore Municipal Corporation, registration certificate issued by the Superintendent of Central Excise and a consent letter issued by the West Bengal Pollution Control Board. I find it profitable to mention here about the Exhibit-D that it belongs to the Meenakshi Poly Jute Industries. The Company in spite of its claim that it did not take over the Meenakshi Poly Jute Industries has produced said document. I do not find any explanation from the side of the Company as



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to how it gathered the possession of Exhibit-D especially when said document appears to be a photocopy of the original one and not a photocopy of any certified copy. This fact strongly suggests that the Company took over the Meenakshi Poly Jute Industries along with the Gondalpara Jute Mill from the Hooghly Mills Company Limited and for that it might had got possession of said document. Moreover, the P.W.-1 Shri Parimal Singha Roy has clearly stated in his deposition that all 23 workmen under reference were in employment of the unit Gondalpara Jute Mill under the name and style of M/s. Meenakshi Poly Jute. P.W.-2, Shri Ashok Kumar Khan also has corroborated the said matter by his evidence. P.W.-1 Shri Parimal Singha Roy has stated in his cross-examination that "the Meenakshi Poly Jute Company is situated within the same compound of Hooghly Mills." Exhibits-5 series are the photocopies of the letters issued to some of the workmen. From said documents also it has become crystal clear that the Meenakshi Poly Jute Industries was situated at Gondalpara. The cumulative effect of the aforesaid facts, circumstances of the case and evidences on record leads to the only conclusion that the Meenakshi Poly Jute Industries was situated within the premises of the Gondalpara Jute Mill, Gondalpara.

24. Ld. Advocate of the Company drew my attention to the Exhibits-J & 1 and emphatically argued that the Company employed the present 23 workmen as casual workers and therefore they do not have any guaranteed right of employment. In support of his submission he has referred to a portion of paragraph No. 15 of a judgement of the Hon'ble Apex Court reported in AIR 1986, SC, page-1514. It appears that in paragraph No. 15 of the said judgement the Hon'ble Apex Court has observed inter alia that *"The next question that remains to be considered is whether the Industrial Court is justified in directing payment of compensation to some of the Badli workmen. It is not in dispute that Badli workmen get work only in the absence, temporary or otherwise, of regular employees, and that they do not have any guaranteed right of employment. Their names are not borne on the muster rolls of the establishment concerned. Indeed, a Badli workman has no right to claim employment in place of any absentee employee. In any particular case, if there be some jobs to be performed*

and the employee concerned is absent, the Company may take in a Badli workman for the purpose. Badli workmen are really casual employees without any right to be employed. It has been rightly submitted by the learned Counsel for the appellant that the Badli employees could not be said to have been deprived of any work to which they had no right and, consequently, they are not entitled to any compensation for the closure."

25. Ld. Advocate of the Unions by refuting the above argument of Ld. Advocate of the Company has submitted that present 23 workmen had been working in the Meenakshi Poly Jute Industries under Hooghly Mills Company Limited as its permanent workmen and as per the agreement dated 7th day of May, 2009 held between the Company and Hooghly Mills Company Limited, the Company is bound to employ said workmen with continuity of their services on the same terms and conditions on which they had been working in the Meenakshi Poly Jute Industries.

26. In view of the aforesaid rival claims of the parties, I am to find out as to whether the present 23 workmen had been working in the Meenakshi Poly Jute Industries as its permanent workmen or not. In respect of the present matter, firstly, I find it appropriate to deal with the Exhibit-J i.e. photocopies of some identity cards. The Company has claimed that said identity cards are of the present workmen. It depicts from the Exhibit-J that said identity cards do not bear the signature of any workman. Even no photograph of any workman is pasted with the said identity cards. It can be said without any hesitation that there cannot be an identity card without the signature and / or photo of the holder thereof. I do not find any explanation from the Company as to why the signatures / photos of the workmen are not present in said identity cards. Although, the word 'casual' is mentioned in the said identity cards but due to absence of any signature and / or photo of the workman thereon I find myself unable to accept the same as genuine one.

27. Regarding nature of employment of the present workmen Exhibits-5 series & 6 series are of much significance. Exhibits-6 series are the photocopies of the identity cards of 13 employees showing that their appointments were made in the years, 1989 and 1990 A.D. Nowhere of the



said identity cards it is mentioned that they are temporary or casual workers. Exhibit-C is a photocopy of the Standing Orders certified by the Government of West Bengal, Labour Department, under Section 53 of the Industrial Employment (Standing Orders) Act, 1946. In Order No. 2 (b) of the said Standing Orders a permanent workman is defined as *"A 'permanent' workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment including brakes due to sickness, accident, leave, lock-out, strike (not being an illegal strike) or in voluntary closure of the establishment."* In Order No. 2 (c) of the said Standing Orders a probationer is defined as *"A 'probationer' is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months' service therein. If a permanent employee is employed as a probationer in new post he may, at any time during the probationary period be reverted to his old permanent post."* From the aforesaid definitions it appears that a workman may be engaged directly on a permanent basis and that a probationer is appointed to fill a permanent vacancy. Exhibit-5 series are copies of a few letters issued by the manager of the Meenakshi Poly Jute Industries in the years, 1989 and 1990 to some of the present workmen. It appears that Exhibit – 5/a is a copy of a letter dated 19.05.1989 issued by manager of the Meenakshi Poly Jute Industries to the workman Shri Bimal Das showing his appointment as a Loom Operator under probation. Said letter also has made the claim of the present workmen that they had been working in the Meenakshi Poly Jute Industries under Hooghly Mills Company Limited as its permanent employees believable. In respect of the present matter, the agreement dated 7th day of May, 2009 held between the Company and Hooghly Mills Company Limited on the strength of which the Gondalpara Jute Mill is said to have been sold by the Hooghly Mills Company Limited to the present Company is of much importance. Copies of said agreement have been marked as Exhibits-B & 8. In definition clauses of said agreement it has been clearly stated that "WORKMEN shall mean the various persons employed in the said jute manufacturing unit, as per list enclosed being



Annexure II" and in paragraph No. 3.3 of the said agreement it has also been mentioned that the sale and transfer of immovable properties shall be done by way of registered deed of sale and / or transfer and the sale and transfer of the movable properties shall be done by manual delivery. In paragraph No. 9.1 of the said agreement it is stated that "the purchaser agrees to continue with the employment of the workmen (of all categories) presently employed and / or engaged the said jute manufacturing unit with continuity of service and on the same terms and conditions on which they are presently employed and / or engaged." From the aforesaid averments present in the agreement it discerns that a list of the workmen was enclosed with the original agreement as 'Annexure II' but said list is not filed in this case. It is true that the Unions have not filed any such list (Annexure II) but none of the workmen or Unions was party to the said agreement. Therefore, it might not have been possible for them to file said list of the workmen. Whereas the Company i.e. Murlidhar Ratanlal Exports Limited was a party to the said agreement. So, definitely it would have got possession of a copy of complete agreement including said list of workmen (Annexure II) but it has not filed any copy of said list. Had the said list or any copy thereof been filed it would have certainly thrown a clear light to the names of the workmen who were working there at the time of sale of the industry. I do not find any explanation from the Company as to why said list (Annexure II) is not filed along with the copy of the agreement (Exhibit-B). Considering the facts and circumstances of the case, I find it just and appropriate to draw an inference adverse to the Company for withholding said best evidence. In my considered opinion said list of the workmen (Annexure-II) was not filed by the Company for suppressing the truth. Even no deed of sale / transfer is filed by the Company on the strength of which the industry concerned and its properties were transferred to it.

28. In view of the peculiar facts and circumstances of this case and in the light of my foregoing discussion and observations I am to hold that the concerned workmen were permanent employees of the M/S Meenakshi Poly Jute Industries and that the M/S Meenakshi Poly Jute Industries was situated within the premises of Gondalpara Jute Mill, Gondalpara. It is not

disputed that all landed properties of the Gondalpara Jute Mill and its buildings, furnitures, fixtures, machineries etc. have been transferred to the present Company. Therefore, it can be held safely that the M/S Meenakshi Poly Jute Industries, Gondalpara has also been transferred to the present Company and thereby present 23 workmen became permanent employees of it. Before parting with the discussion on the present question I like to state about the Exhibits-1 series that they are copies of the attendance cards of some of the workmen. The words "CASUAL WORKERS' ATTENDANCE CARD" are mentioned on said attendance cards. In this regard, Ld. Advocate of the Unions submitted that though the workmen were permanent employees but due to their poverty they could not raise protest to said work of the present Company especially when said attendance cards were maintained by the officials of the Company. It is true that the words "CASUAL WORKERS' ATTENDANCE CARD" are mentioned on said attendance cards but on the basis of said words only it cannot be said that the workmen who had been working in the Meenakshi Poly Jute Industries as permanent employees became casual employees of the present Company especially when it is clearly stipulated in the agreement dated 07.05.2009 that the purchaser i.e. Murlidhar Ratanlal Exports Limited has to continue the employment of the workmen of all categories employed there with continuity of their services on the same terms and conditions on which they were employed there. It is not less significant to mention here that from the exhibits-1 series it clearly discerns that the attendance cards of the workmen were issued by the Company i.e. Murlidhar Ratanlal Exports Limited. In respect of the said documents the O.P.W-1 Shri Binode Bihari Das has clearly admitted that Exhibit-1 is their Attendance Cards and that as per Exhibit-1, in the year 2010 they (workmen) had been working with the M/s. Murlidhar Ratanlal Exports Limited. From said documents it depicts that the workmen for which said cards were maintained, joined their respective services in the years, 1989, 1990 and 1991. Said fact necessarily shows that the Company accepted their dates of appointment when they joined the Meenakshi Poly Jute Industries.



29. It has become clear from the aforesaid judgement of the Hon'ble Apex Court referred to by the Ld. Advocate of the Company that casual workers do not have any guaranteed right of employment. But on factual matrix of this case it has already been held that the concerned workmen were permanent employees of the M/S Meenakshi Poly Jute Industries and they became permanent employees of the Company.

30. The Unions claim that the workman concerned have worked at least 240 days in every calendar year since joining of their services but no notice for discontinuation of their services was given. Even no retrenchment compensation was given to them. The Company has denied the said claim of the Unions. In this regard, Ld. Advocate for the Company argued that as per the settled principles of law, in order to get retrenchment compensation the workmen have to prove that during a period of 12 calendar months preceding the date of their dismissal they have worked 240 days under the employer. In support of his submission he has referred to the provisions of Sections 25B and 25F of the Industrial Disputes Act, 1947. He has also referred to the paragraph No. 12 of a judgement of the Hon'ble Apex Court passed in the Civil Appeal No. 3803 of 2018 [Arising out of Special Leave Petition (C) No. 19160 of 2015]. It appears that the Hon'ble Apex Court has observed in paragraph No. 12 of the said judgement that *"Further, it is an admitted position that though the appellant worked as such till 1991 under different work / schemes i.e. Rabi and Kharif and completed 240 days in a calendar year only during the years 1980, 1981, 1982 and 1986 to 1989 but he worked only for 195 days in the year 1990 and 19.5 days in the immediate preceding year to his dismissal which is below the required 240 days of working in the period of 12 calendar months preceding the date of dismissal, therefore, he is not entitled to take the benefits of the provisions of Section 25F of the Act and Division Bench of the High Court was right in dismissing the appeal of the present appellant."*

31. Ld. Advocate of the Company has also referred to the paragraph No. 17 of a judgement of the Hon'ble High Court, Calcutta reported in 2009 SCC OnLine Cal 1620 wherein the Hon'ble High Court, Calcutta has been



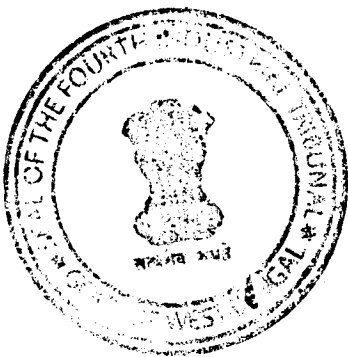
pleased to observe that "Though the words refusal by an employer to continue to employ have been used in section 2(1) of the said Act to connote 'lock-out', the words 'refuses employment' and 'refusal of employment' in section 2A of the Act in the context of the purpose for which they were incorporated therein by the Amendment Act of West Bengal have an entirely different meaning. Section 2A broadly deals with the right of an individual workman to raise an industrial dispute concerning his discharge/dismissal/retrenchment from service or if the employer refuses him employment or otherwise terminates his service irrespective of the fact that no other workman or union of workmen are party to the dispute. To understand what the words "refuses employment" and 'refusal of employment' in section 2A connote, the doctrine *noscitur a sociis* provides true and proper guidance. The words discharge, dismiss, retrench are modes by which service of an employee may be terminated. Section 2A also uses the expression 'otherwise terminates'. When the words "refuses employment" and 'refusal of employment' have been grouped together with discharge, dismiss, retrench and termination in section 2A, each word draws colour from the other words therein. This is the principle of *noscitur a sociis*. This Court, accordingly, holds that the said words in section 2A of the Act ought not to be understood in the light of section 2(1) thereof, for, the context does not require it to be so understood and it would be inconsistent with the object of the statute. In *Raghubans Narain Singh v. U. P. Government*, reported in 1967 (1) SCR 489 it was held as follows:

“***It is a well-settled rule of construction that where the legislature uses the same expression in the same statute at two places or more then the same interpretation should be given to that expression unless the context requires otherwise.***”

32. In reply, Ld. Advocate of the Unions has submitted that the concerned workman have worked at least 240 days in every calendar year since joining of their services and they have produced oral evidences and filed all the relevant documents before the Tribunal what they had but the Company has withheld the relevant documents with a view to suppress the truth. He has relied upon the paragraph Nos. 23 & 34 of a judgement of the

Hon'ble Apex Court reported in 2007 (3) Supreme, page 553. In paragraph No. 23 of the said judgement the Hon'ble Apex Court has observed that *"Regarding Mr. Desai's submissions that this Court had consistently laid down that it is for the workmen to prove that they had worked for 240 days in a calendar year, Mr. Viswanathan submitted that this Court had in the case of R. M. Yellatty vs. Assistant Executive Engineer, reported in (2006) 1 SCC 106, observed as under: –*

"Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this Court, has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping up in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt of proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment of termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further laid down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgements lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."



33. In paragraph No. 34 of the said judgment the Hon'ble Apex Court has held that *"Having correctly interpreted the provisions of Section 6 N of the U.P. Act, the High Court rightly drew an adverse presumption for non-production of the Attendance Registers and the Muster Rolls for the years 1991 onwards. The best evidence having been withheld, the High Court was entitled to draw such adverse inference. The views expressed by this Court on the question of burden of proof in Range Forest Officer's case (supra) were watered down by the subsequent decision in R.M. Yellatty's case (supra) and in our view the workmen had discharged their initial onus by production of the documents in their possession."*

34. Ld. Advocate of the Unions has also referred to paragraph No. 20 of a judgement of the Hon'ble Allahabad High Court reported in 2007 (6) ADJ 320 (LB) wherein the Hon'ble Court has observed that *"As discussed hereinabove, learned Labour Court had not recorded appropriate finding under the facts and circumstance of the case when the employer failed to produce the attendance register and pay slips in compliance of its own order dated 20.08.1987. On the other hand, the workmen had proved its case by adducing oral evidence as well as documentary evidence. Adverse presumption should have been drawn by the labour Court against the management keeping in view the facts and circumstance of the case discussed hereinabove. Learned labour Court had failed to exercise jurisdiction vested in it."*

35. To appreciate the arguments of both sides I find it just and proper to mention here the provisions of Section 25B of the I. D. Act, which runs as follows :-

25B. Definition of continuous service.- For the purposes of this Chapter,--

(1) 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 lock-out or a cessation of work which is not due to any fault on the part of the workman;



(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) ninety five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Explanation.-- For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which--

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages, earned in the previous years;

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.

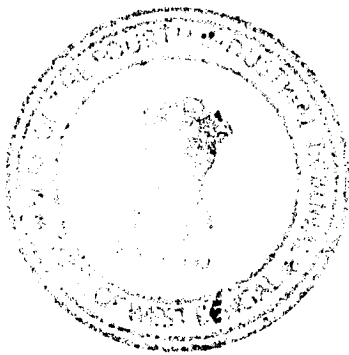
36. It appears from the provisions of sub-Section (1) of Section 25B of the Industrial Disputes Act, 1947 that a workman shall be said to be in continuous service for a period if he is, for that period, in



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 lock-out or a cessation of work which is not due to any fault on the part of the workman. It further appears from sub-Section (2) of Section 25B of the Act that where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, the rider of 240 days or 120 days as the case may be comes into play.

37. Section 25F of the Industrial Disputes Act, 1947 provides that *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until —*

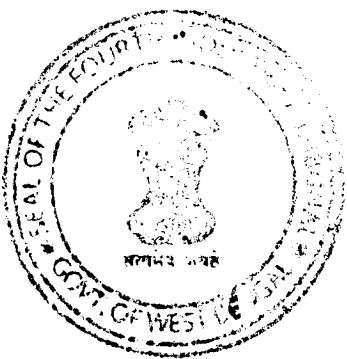
- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*



38. Regarding the claim of continuous service of the workmen, the Unions have produced the oral evidences of the P.W.-1, Shri Parimal Singha Roy and P.W.-2, Shri Ashok Kumar Khan who have clearly stated that in all the completed year of service, each of the workmen completed 240 days work in a calendar year. That apart the unions have produced the relevant documents possessed by the workmen i.e. Exhibits-1 series and 4 series. In respect of the present matter the evidence of O.P.W.1, Shri Binode Bihari Das who has deposed on behalf of the Company provides strong materials. During cross-examination he has stated that "We have not filed any attendance register of the 23 workmen who were casual employee of M/s.

Murlidhar Ratanlal Exports Ltd. We won't be able to file the attendance register." When a question regarding availability of service records of present 23 workers was put to him he could not say whether said service records are laying at the office of the Company or not. He has stated also that the Company did not issue any appointment letter to the 23 workmen connected to this case and that they (Company) do not have any allegation against the present 23 workmen and that they (Company) did not give any notice to them for discontinuation of their service. They (Company) did not give any retrenchment compensation to them.

39. Although, the Company has denied the claim of the Unions that each of the workman has done 240 days work in the concerned year but it has nowhere stated the number of days the concerned workmen have worked there. In this case it has already been held that the concerned workmen were permanent employees of the M/S Meenakshi Poly Jute Industries and that the M/S Meenakshi Poly Jute Industries was situated within the premises of Gondalpara Jute Mill, Gondalpara and that M/S Meenakshi Poly Jute Industries, Gondalpara has also been transferred to the present Company and thereby present 23 workmen became permanent employees of it. In view of the evidences available on record and aforesaid findings, it can be inferred with all reasonable certainty that necessary records to show the number of days in which the present 23 workmen worked in the Company, during the year preceding to 27.04.2011 were under possession of the company. But for the reasons best Known to the management of the Company, it has opted not to file any such document. In fact, the Company has withheld the best evidence of the said matter and for that an adverse inference should be drawn against it. Considering the facts, circumstances of the case, evidences on record and in the light of the principles of law enunciated by the Hon'ble Apex Court, I am to hold that the Unions have discharged their initial onus by producing oral evidences of the P.W.-1, Shri Parimal Singha Roy and P.W.-2, Shri Ashok Kumar Khan and the documents in possession of the workmen to show that the concerned workmen worked under the Company for 240 days in the



relevant year. But the Company has withheld the best evidence which could have definitely shown the number of days in which the present 23 workmen worked under it during the year preceding to 27.04.2011. Under the circumstances, I am to hold that the workmen concerned had worked under the Company for 240 days in the relevant year.

40. It has been submitted by the Ld. Advocate of the Company that the Company asked the present 23 workmen to join their duties but they voluntarily abstained from doing their works. So, it cannot be said that the Company refused to employ them. In support of the said submission my attention was drawn to the Exhibit-L which is a photocopy of a notice bearing No. 35/2009 dated 30.08.2009 issued by the personnel manager of the Company asking the present 23 workmen to join their duties within three days. Said notice contains the names of the workmen concerned and it is stated therein that *"Further to our series of notices no. 25/2009 dated 10/08/2009 and no.-31/2009 dated 22/08/2009, Management hereby once again notifies the following workmen of this Mill and their union representatives that despite several notices, appeals and verbal persuasions regarding joining their duties, the workmen concerned, have not yet joined their duties for the reasons best known to them."*

As such, Management finally urges these workmen to join their duties within 03 days otherwise it will be presumed that these workmen are not at all interested to continue their duties with the Company and they have left their services from the Company on their own accord."

41. Ld. Advocate of the Unions strongly refuted the said claim of the Company and submitted that no such notice was given to or served upon the Unions or concerned workmen.

42. On careful perusal of the evidences and materials on record it appears that the Company has not produced any acceptable evidence to show how said notice was served to the concerned workmen and / or their Unions. No postal receipt or other document is filed to prove service of said notice upon the concerned workmen and / or their Unions. Even said document does not bear any receiving endorsement of the workmen or the Unions' representative. Moreover, the OPW-1



Shri Binode Bihari Das has unambiguously stated during his cross-examination that they (Company) never gave any letter to present 23 workmen to join the work. In view of the above I am to hold that no such notice was served to the concerned workmen and / or their Unions. On the contrary, from the facts, circumstances of the case, evidences and materials on record it clearly depicts that the Company dealt with the matter of the present 23 workmen very casually. Even it did not issue any appointment letter to them. It has tried to treat them as casual employees though they were permanent one. Facts and circumstances of the case and evidences on record clearly suggest that the company refused the employment of present 23 workmen and thereby illegally dismissed them from the service.

43. The Unions have claimed that the workmen are very poor and fully unemployed. They have no source of income excepting the service and they have been facing trouble in maintaining their families. The company has denied the said claim of the Unions.

44. The P.W.-1, Shri Parimal Singha Roy and P.W.-2, Shri Ashok Kumar Khan by their evidences have corroborated the said claim of the Unions. It is true that none of the concerned workmen has come to depose in support of their said claim but on the ground of absence of evidence of the workmen concerned only the evidences of said witnesses can not be discarded. Although, the Company has denied said claim but has not produced any positive evidence to show that the workmen concerned are gainfully employed. In fact, on perusal of the evidences and materials on record I do not find anything reliable to hold that the workmen concerned are gainfully employed. On the contrary, the claim of the Unions that the workmen are unemployed since their dismissal from the service, appears to be believable. Accordingly, I am to hold that the workmen concerned are not gainfully employed since the date of their dismissal from the service. It has also become clear that the workmen concerned did not contribute anything to the Company from the time of their dismissal from the service.



45. In the light of the facts and circumstances of the case, evidences on record and regard being had to the principles of law and my above findings, I am of the view that the 23 workmen concerned are entitled to be reinstated in their service with a portion of back-wages. Considering the quantum of wages, period for which the workmen had worked under the Company and all other aspects of the matter and keeping in mind the principles of law, I am of the view that 30% of the back-wages should be awarded to the workmen. Hence, it is

Ordered

that the 23 workmen concerned be reinstated in their service under M/s. Murlidhar Ratanlal Exports Limited within 60 days of this day. They will also get 30% of the back-wages till their reinstatement in the service.

M/s. Murlidhar Ratanlal Exports Limited is directed to reinstate the 23 concerned workmen in the service and pay 30% of the back-wages to them within 60 days of this day.

This is my Award.



Dictated & Corrected by me,

Sd/- G.K. Dalmia

Judge

Sd/- G.K. Dalmia

Judge

Fourth Industrial Tribunal

Kolkata

27.12.2019

Judge

Fourth Industrial Tribunal, W.B