

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./ <sup>1528</sup> / (LC-IR)/22015(16)/431/2019

Date : <sup>26-08-</sup> ... 2021

**ORDER**

WHEREAS an industrial dispute existed between M/s. Hariyana Vidya Mandir, BA -193, Sector- I, Salt Lake City, Kolkata- 700064, against his employee, Sri Susanta Kumar Paul, C/o. Narayan Krishna Paul, 338, Kalighat Road, Kolkata-700026 regarding the issue, being a matter specified in the Second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the Company has filed the instant case under section 33(2)(b) of the Industrial Dispute Act, 1947 (14 of 1947) to Third Industrial Tribunal, Kolkata specified for this purpose under this Deptt.'s Notification No. 1085-IR/12L-9/95 dated 25.07.1997;

AND WHEREAS, the Third Industrial Tribunal, Kolkata heard the parties under section 33 (2)(b) of the I.D. Act, 1947 (14 of 1947) ;

AND WHEREAS the Third Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 29/07/2021 on the said Industrial Dispute vide memo no. 853-L.T. dated 09/08/2021.

Now, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Governor is pleased hereby to publish the said Award as shown in the Annexure hereto.

**ANNEXURE**

( Attached herewith )

By order of the Governor,

*Sd/*

Deputy Secretary  
to the Government of West Bengal



: 2 :

No. Labr./ 1528/1(5) / (LC-IR)

Date 26-08- 2021

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

1. M/s. Hariyana Vidya Mandir, BA -193, Sector- I, Salt Lake City, Kolkata- 700064.
2. Sri Susanta Kumar Paul, C/o. Narayan Krishna Paul, 338, Kalighat Road, Kolkata-700026.
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, (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.

  
Deputy Secretary

No. Labr./ 1528/2(2) / (LC-IR)

Date 26-08- 2021

Copy forwarded for information to :-

1. The Judge, Third Industrial Tribunal Kolkata, West Bengal, with respect to his Memo No-853 - L. T. dated 09/08/2021 .
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.

Deputy Secretary

BEFORE THE THIRD INDUSTRIAL TRIBUNAL, WEST BENGAL.

Present - Sanjeev Kumar Sharma,  
Judge, 3<sup>rd</sup> Industrial Tribunal.  
Kolkata.

**Case No.03 of 2012; u/s. 33(2)(b)**

An application under Section 33(2)(b) of the Industrial Disputes Act, 1947 for approval of the action for dismissal and

**Hariyana Vidya Mandir**

BA-193, Sector-I, Salt Lake City, Kolkata-700064.

... Applicant

*Versus*

**Sri Susanta Kumar Paul**

C/o. Narayan Krishna Paul.

338, Kalighat Road, Kolkata-700026.

... Opposite Party

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**A W A R D**

**Date - 29.07.2021**

Record is put up today on the basis of a petition filed by petitioner Hariyana Vidya Mandir, hereinafter referred to as the School.

School represented by its Joint Secretary and the workman Sri Susanta Kumar Paul are present with their respective learned Advocates.

Parties file a joint petition along with a Memorandum of Settlement praying for disposal of the present case in terms of the Memorandum of Settlement.

Heard learned Advocates for both sides. They submit that the parties have arrived at an amicable settlement, as such the application under Section 33(2)(b) of the Industrial Disputes Act, 1947 be disposed of in terms of the Memorandum of Settlement.

The workman Sri Susanta Kumar Paul is examined in the Tribunal in respect of the joint petition.

Perused the case record, joint petition and the Memorandum of Settlement.

The instant application under Section 33(2)(b) of the Industrial Disputes Act, 1947 was filed by the School on 17.05.2012 against the workman Sri Susanta Kumar Paul seeking approval of his dismissal from service as case No.VIII-21/2009 between the School and its Non-Teaching Employees Association arising out of Reference No.494-IR/IR/11L-05/09 dated 25.05.2009 of the Labour Department, Government of West Bengal was pending before this Tribunal. The application was separately registered as Case No.03 of 2012 under Section 33(2)(b) of the Industrial Disputes Act, 1947.

Contd...



The workman had been contesting the application. During the pendency of the application u/s. 33(2)(b) of the Act the parties have come up with this joint application for disposal of the case in terms of the settlement.

It appears from the joint application and the Memorandum of Settlement that the workman has accepted and received a cheque of Rs.10,00,000/- (Rupees Ten Lakhs) only from the School in terms of the Memorandum of Settlement. Xerox copies of the cheque of Rs.10 Lakhs drawn on Punjab National Bank, Salt Lake, Sector-I in favour of Sri Susanta Kumar Paul and receipt executed by Susanta Kumar Paul are also filed by the parties. It also appears that the misconduct on the part of the workman alleged in this case is not connected to the industrial dispute involved in Case No.VIII-21/2009.

It appears from the evidence of the workman adduced today that he deposed voluntarily and he prays for disposal of the case in terms of the Memorandum of Settlement.

Looking at the joint petition and the terms of the settlement and also the evidence of the workman it appears that the parties have arrived at a settlement. The acceptance of the terms of settlement by the workman tantamounts to his accepting the charge against him and also his dismissal by the School Management on the basis of the report of the domestic enquiry approval of which has been sought for by the School by filing the application u/s. 33(2)(b) of the Industrial Disputes Act, 1947.

Having considered the facts and circumstances and nature and age of the case, the prayer of the parties is allowed. The instant case being No.03/2012 under Section 33(2)(b) of the Industrial Disputes Act, 1947 is disposed of in terms of the Memorandum of Settlement submitted by the parties. The Memorandum of Settlement signed by the parties be made part of the Award of the instant proceedings. The Award will not affect the right of the workman to get the amounts of provident fund and gratuity payable to him in accordance with law.

Thus, the application under Section 33(2)(b) of the Industrial Disputes Act, 1947 stands disposed of accordingly.

Let. the copies of the award be sent to the Labour Department, Government of West Bengal in accordance with the usual rules and norms.

Dictated & corrected by me

sd/-

Judge

sd/-

Judge  
Third Industrial Tribunal  
29-07-2021



## MEMORANDUM OF SETTLEMENT

Under Section 2(p) of the Industrial Disputes Act, 1947  
read with Rule 68(3) of the Industrial Dispute Rules, 1958.

01. Name and addresses of  
the parties

:: 1. Haryana Vidya Mandir,  
BA-193, Sector-I, Salt Lake City,  
Kolkata - 700064.

And

2. Sri Susanta Kumar Paul, C/o  
Narayan Krishna Paul, 338,  
Kalighat Road, Kolkata - 700026.

02. Representing the Employer

1. Shri Vishnu Dass Mittal,  
Joint Secretary.

03. Representing the Workman

1. Sri Susanta Kumar Paul, the  
workman himself.

04. Short Recital of the case:

Sri Susanta Kumar Paul, a Laboratory Assistant of Haryana Vidya Mandir (herein after referred to as the concerned workman) was served with two charge sheets dated 03.11.2009 and 17.11.2009. He replied to the said charge sheets on 13.11.2009 and 24.11.2009 respectively. On a consideration of the replies submitted by Sri Paul, the management of the school decided to hold an enquiry. Accordingly, an enquiry was held with scrupulous regards for the requirements of Rules of natural justice on diverse dates from 15.01.2010 to 20.01.2012. The Enquiry Officer submitted his report on 12.03.2012 holding him guilty of the charges leveled against him. A copy of the said Enquiry Report was served upon Sri Paul. Thereafter, Sri Paul

*Susanta Kumar Paul*  
20/7/12

*V.D. Mittal*



submitted his representation against the said Enquiry Report and on a consideration of the charge-sheets, replies to the charge-sheets, proceedings of the enquiry, Report of the Enquiry Officer, representations against the Report of the Enquiry Officer, it has been decided to dismiss the workman from the service of the Institution with effect from 17.05.2012.

At the material point of time that is in the year 2012 following issues were pending for adjudication before the learned Third Industrial Tribunal, Government of West Bengal, Kolkata (Reference No.  $\frac{494-IR}{IR/11L-05/09}$  dated 25.05.2009 between Messrs Hariyana Vidya Mandir -and- Hariyana Vidya Mandir Non-Teaching Employees Association):

"I S S U E (S)"

1. Whether demand of the Union for entitlement of pay scale and other benefits as mentioned in their charter of Demands dated 14-03-2007 to the non-teaching staff of Hariyana Vidya Mandir is justified (copy of Charter of Demands dated 14-03-2007 is enclosed)?

2. What relief are the workmen entitled to?"

The case was registered as Reference Case No. VIII-21 of 2009.

Since at the material point of time i.e. on 17.05.2012 the above mentioned case being Reference Case No. VIII-21 of 2009 pertaining to the demands of the Union as

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29/7/12

V.D. Mittal



mentioned above was pending before the Learned Third Industrial Tribunal, Government of West Bengal, Kolkata and Sri Paul was connected therewith, the management of Hariyana Vidya Mandir (in short the Institute) in compliance with the proviso to sub-section (2) of Section 33 of the Industrial Disputes Act, 1947 sent him the letter of dismissal dated 17.05.2012. On 17.05.2012 an application under the said statutory provision has also been filed by the management of the Institute with following prayers:

"It is, therefore, humbly prayed that the learned Tribunal would be pleased to grant 'approval' of the action of dismissal from service of Sri Susanta Kumar Paul and pass necessary order or orders deemed fit and proper by the learned Tribunal."

The application under Section 33(2)(b) of the Industrial Disputes Act, 1947 filed by the management has been registered as Case No. 03/2012 under Section 33(2)(b) of the Industrial Disputes Act, 1947.

During the pendency of the said application under Section 33(2)(b) in Case No. 03/2012 before the Learned Third Industrial Tribunal discussions were held between the parties in an atmosphere of cordiality for an amicable settlement of the matter and accordingly the entire matter has been settled by and between the parties on following terms:

V.D. Multai

Susanta Kumar Paul  
29/7/12



5. **TERMS AND CONDITIONS :**

(a) It is agreed and accepted by Sri Susanta Kumar Paul that he has got no dispute with the management of the Institute regarding the severance of employer - employee relationship between himself and the Institute with effect from 17.05.2012 and he accepts the same without any reservation in any manner what so ever. He has confirmed that consequent upon the instant settlement, in the above event the Learned Third Industrial Tribunal would be pleased to pass an order based on the prayer made in the joint application to be filed by the parties to the settlement before the said Learned Tribunal.

(b) It is agreed and accepted by both the parties to the settlement that the entire dispute has been resolved without creating any liability on the management of the Institute in connection with Sri Susanta Kumar Paul in any manner whatsoever.

(c) It is agreed and accepted by Sri Paul, the concerned workman that he shall not pray for reinstatement/re-employment in the Institute in any manner what so ever including back wages before any Authority, Labour Court, Tribunal or any Court of Law.

It is further agreed and accepted by the concerned workman that in view of entering into this settlement no benefit, financial or otherwise in any manner what so ever, for the past or future period, shall accrue in his favour, in the event the cases

*Susanta Kumar Paul*  
20.05.2012

*M.D. Mittal*



being nos. VIII-21/2009 and VIII-106/2014 pending before the Learned Third Industrial Tribunal, Government of West Bengal, Kolkata are ultimately decided by the judicial forum of competent jurisdiction in future, in favour of the union subject to the acceptance of the said decision by the management without approaching to a higher forum.

(d) It is agreed and accepted by both the parties to the instant settlement that Sri Paul would be paid a sum of Rs. 10,00,000/- (Rupees ten lacs) only by the Institute, in full and final settlement of his all dues and claims statutory or otherwise against the Institute including any claim for reinstatement, re-employment or fresh employment along with back wages or any claim in any manner whatsoever.

Sri Paul confirms that during his tenure of employment he has been correctly paid all his emoluments. So far as payment of subsistence allowance is concerned, the same has also been correctly paid to him during the period of his suspension till 17.05.2012. With regard to the payment receivable by him under Section 33(2)(b) of the said Act of 1947, the management has not affected less payment than that of the statutory requirements under the said statutory provision.

(e) It is agreed that the sum of Rs. 10,00,000/- (Rupees ten lacs) only as aforesaid is being to him vide one Cheque being no. 523151 dated 15.07.2021 drawn on Punjab National Bank, Salt

*Sri Paul*  
20/12/21

V-D. Muttay



Lake, Sector-I Branch, Kolkata - 700 064 and in final settlement of his all dues and claims statutory or otherwise against the Institute arising out of the said severance of employer - employee relationship with effect from 17.05.2012. Sri Paul confirms that consequent upon payment of Rs. 10,00,000/- (Rupees ten lacs) only, he has got no claim (statutory or otherwise) in respect of the Institute.

(f) It is confirmed by Sri Susanta Kumar Paul that in receiving the Cheque for the said amount of Rs. 10,00,000/- (Rupees ten lacs) only, he shall handover a receipt as a token of his acceptance of the said amount in full and final settlement of his all dues and claims against the Institute.

(g) It is confirmed by Sri Paul that he is not interested to take part and proceed with the Case No. 03/2012 under Section 33(2)(b) of the Industrial Disputes Act, 1947 pending before the learned Third Industrial Tribunal, Government of West Bengal in any manner whatsoever.

(h) It is confirmed by Sri Paul that he has accepted the said payment without any reservation and without being influenced by anyone. He also confirms that consequent upon payment of Rs. 10,00,000/- (Rupees ten lacs) only, by the management, he is not entitled to receive any amount from the Institute over and above the said amount statutory or otherwise payable to him till 17.05.2012 in connection with Case No. 03/2012 under Section

*Susanta Kumar Paul*  
20/11/21

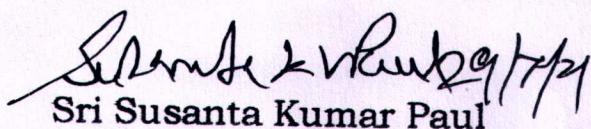
*V. D. Mittal*



33(2)(b) of the Industrial Disputes Act, 1947 (in short the said Act of 1947) pending before the Learned Third Industrial Tribunal, Government of West Bengal. Sri Paul has got no reservation in the event the management of the Institute submits an application annexing the instant settlement for approval of the same. This settles all the disputes and differences between the parties fully and finally.

06. This settlement settles all disputes and demands arising out of the Case No. 03/2012 under Section 33(2)(b) of the said Act of 1947 pending before the Learned Third Industrial Tribunal, Government of West Bengal fully and finally and connected proceedings including any order passed in connection thereof. Sri Paul further confirms that consequent upon this settlement he shall not proceed with his dismissal before any forum and/or authority, statutory, judicial or otherwise subsequently.

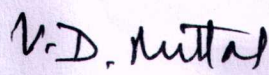
IN WITNESS WHEREOF the parties put their signatures this the 29<sup>th</sup> day of July, 2021.

  
Sri Susanta Kumar Paul

Witness:

1.

2.

  
V.D. Mittal  
Hariyana Vidya Mandir  
Jr. Secretary  
School Managing Committee  
Hariyana Vidya Mandir  
BA-193, Salt Lake, Kolkata-700064