

I/148250/2021

Government of West Bengal
Labour Department, I. R. Branch

N.S. Buildings, 12th Floor, 1, K.S. Roy Road, Kolkata - 700001

No. Labr/1572/(LC-IR)/ 22015(16)/387/2019

Date : 02-09-2021

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order N 1129/IR/11L-32/09 dated 09/12/2009 the Industrial Dispute between M/s W.W.A. Cossipu English School, 59, Seven Tanks Estate, 4 Dum Dum Road, Kolkata - 700002, and Smt. Sikkh Mondal, Jyoti Nagar (Bonhooghly) Govt. Colony P.O. Alambazar, Kolkata - 700108, 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 Second Industrial Tribunal, West Bengal.

AND WHEREAS the said Second Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 28/01/2021 on the said Industrial Dispute vide memo no. 926-L.T. Dated.23/08/2021.

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,

Deputy Secretary
to the Government of West Bengal

No. Labr/1572/1(5)/(LC-IR)

Date : 02-09-2021

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

1. M/s W.W.A. Cossipur English School, 59, Seven Tanks Estate, 4 Dum Dum Road Kolkata - 700002.
2. Smt. Sikkha Mondal, Jyoti Nagar (Bonhooghly) Govt. Colony P.O. Alambazar, Kolkata 700108.
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, 11th Floor, Kolkata- 700001.
- ✓ 5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

No. Labr/1572/2(2)/(LC-IR)

Deputy Secretary
Date : 02-09-2021

Copy forwarded for information to :

1. The Judge, Second Industrial Tribunal, West Bengal with reference to his Memo No 926- L.T. dated 23/08/2021.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata 700001.

Deputy Secretary

Handed over (IT)
For uploading
in the Deptt
website.
GR

Time left
Amijit Kumar
Advocate
28/1/21

Amijit Ray

Principal

W.W.A. Cossipore English School,
59, Seven Tanks Estate
Kolkata-700 002

Filed by
Amijit Kumar
Advocate
for school

W.S.K. 11/2/21

Melan Nandi
Advocate
for workman

BEFORE THE SECOND INDUSTRIAL TRIBUNAL, WEST BENGAL

Case No. VIII -43 of 2009

In the matter of :

An alleged Industrial Dispute
Between

M/s. WWA Cossipore English School
.....School

--Vs.--

Their Workman Smt. Sikha Mondal
.....Workman

The humble joint-petition for Compromise
in the above reference case.

Most respectfully sheweth :

1. That the Industrial Dispute apropos justification of the discharge, dismissal or otherwise termination of the service of the petitioner from the respondent school has since been referred under section 10(1) read with section 2A of the Industrial Dispute Act 1947 being registered under the above case number is pending adjudication or settlement before this Learned Tribunal.
2. That pending adjudication of the Industrial Dispute thus referred to, the petitioner having taken out an application for interim relief, under section 15(2)(b) ibid upon contested hearing on merit this Learned Tribunal has been pleased to make an interim Award on 31.07.2019 in the above referred dispute case.

Copy filed by

Filed by
Anirban Kumar
Advocate
for school.

Milan Nanda
Advocate
for workman

3. That since the said interim relief has been awarded by this Learned Tribunal, at the intervention of the well-wishers of both the parties after prolonged negotiations the parties to the dispute have arrived at an out of Court amicable settlement between them for a compromise Award in the above dispute case in the following terms :

- (i) The discharge , dismissal or otherwise termination of the service of the petitioner from the respondent school shall stand confirmed , without any right of reinstatement, however such discharge, dismissal or otherwise termination of her service shall not preclude her to accept employment in any place other than the said school where she had been working as immediately before her termination.
- (ii) The respondent school shall pay a lump sum of Rs. 4,50,000/- (Four Lakhs Fifty Thousands only) by an a/c payee cheque/demand draft drawn in the name of the petitioner in full and final settlement of all her claim and demand against the respondent school once and for all as also for resolution of the dispute forever. The petitioner will be certified to withdraw or use the deposits in her Provident fund account and whenever required for that purpose the school shall accord its approval.
- (iii) The A/c payee cheque/demand draft for the lump sum of Rs. 4,50,000/- (Four Lakhs fifty thousands) only as above shall be delivered to the petitioner in Court against receipt countersigned by her on the date of the compromise award to be made hereon.
- (iv) Upon receipt of such payment from the responded school in the above mode in full and final satisfaction of all her claims and demands against the said school the petitioner shall be deemed to have relinquished all her claims and demands against responded school in the above dispute case, including claims for reinstatement in service, monetary benefit under the interim award

Abhijit Ray

Principal
W.W.A. Cossipore English School
59, Seven Tanks Estate
Kolkata-700 002

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-: 3 :-

For
Signature
of
Principal

For
Signature
of
Advocate

Melam Nanda

Advocate

for Nook more

as above, reinstatement gratuity, sustenance allowances and retrenchment compensation and shall be denuded of any further claim on any account whatsoever absolutely and forever.

- (v) Upon onetime payment in full and final satisfaction as above on the part of the respondent school and receipt thereof by the petitioner the referred Industrial Dispute, as above, including the claim for interim relief as awarded shall stand amicably settled forever.
- (vi) The parties hereto will be deemed to have condoned each other for the allegations and counter thereto absolutely and forever.
- (vii) The comprise Award that may be made hereon shall be binding on the parties forever shall not be reopened in any Court of Law or Tribunal and shall form part of the Award to be made hereon.

4. That the signatories to this joint petition have been read over the contents of the instant joint petition for compromise and explained to them the purport, meaning, scope and effects thereof in the language known to them by their respective Learned Advocates which they have understood and has accordingly subscribed their respective hands and put their respective signatures at the foot of this joint petition in free and disposable mind and on their own volition without being influenced by anybody.

5. That in view of the law enunciated by the Hon'ble Apex Court in State of Bihar Vs D.N. Ganguly & Ors. , AIR 1958 SC 1018 and the lawful agreement arrived at by and between the parties there is no impediment in making the Compromise Award in terms of the agreement contained in clauses (i) to (vii) under paragraph 3 above and disposal of the dispute accordingly.

Abhijit Ray

Principal

W.W.A. Cossipore English School
59, Seven Tanks Estate
Kolkata-700 002

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-: 4 :-

For disposal of

Pitney
Amicus
Advocate
for school

Milam Nanda

Advocate

for Nookman

6. That in view of the above out of Court amicable settlement arrived at by and between the parties unless the Compromise Award as jointly prayed for herein is made by masking this joint petition a part thereof a grave miscarriage of justice will occasion.
7. That this joint-petition is made bonafide and in the ends of justice.

The parties thereof jointly pray for disposal of the above referred dispute case by a Compromise Award in terms of the agreement contained in clause (i) to (vii) under paragraph 3 above thereby making this joint petition a part thereof and such further and/or other order/orders as to this Learned Tribunal may seem fit and proper.

And for this act of kindness the parties hereto as in duty bound shall ever pray.

VERIFICATION

I, Dr. Abhijit Ray , Principal of WWA Cossipore English School do hereby declare and say that the statements made above are true to my knowledge and I sign this verification on the day of _____, 2020 at the Court premises.

Abhijit Ray

Principal
W.W.A. Cossipore English School
59, Seven Tanks Estate
Kolkata-700 002

-: 5 :-

AFFIDAVIT

I, Dr. Abhijit Ray, son of Ahindra Nath Ray, by faith Hindu, by occupation – Service residing Flat -1C, 18/4/A, A.K. Mukherjee Road, Baranagar, P.S. Baranagar, do hereby affirm and state that:

1. That I am the Principal of WWA Cossipore English School and am well conversant with the fact of this case and competent to swear this affidavit for the school .
2. That the statement made in paragraph 1 to 6 above are true to knowledge and rest are my humble submission before this Ld. Court.
3. That the statements made above are true to my knowledge.

Signed and identified by me

Amiya Kumar Ray

Advocate

Abhijit Ray

Deponent

Principal
W.W.A. Cossipore English School
59, Seven Tanks Estate
Kolkata-700 002

VERIFICATION

I, Smt. Sikha Mondal an ex-workman of WWA Cossipore English School do hereby declare and say that the statements made above are true to my knowledge and I sign this verification on the day of _____, 2020 at the Court premises.

AFFIDAVIT

I, Smt. Sikha Mondal wife of Gopal Mondal, by faith Hindu by occupation ex-workman residing at 17, Jyoti Nagar (Bonhoogly), Govt. Colony, P.S. Alam Bazar, Kolkata- 700108 do hereby declare and affirm as follows :

1. That I am the sole applicant and well conversant with the fact of this case and competent to swear this affidavit.
2. That the statement made in paragraph 1 to 6 above are true to knowledge and rest are my humble submission before this Ld. Court.
3. That the statements made above are true to my knowledge.

Signed and identified by me

Milan Nandi

Advocate

Sikha Mondal

Deponent

(Case No. VIII-43/2009)

Smt. Sikha Mondal

Vs.

M/s. W.W.A. Cossipore English School

Order No.128 dt. 28.01.2021

Both sides are present and have filed one joint petition for compromise of the case in terms of the settlement dt. 28.01.2021.

The case is taken up today for hearing of the compromise petition and passing award.

The case of the petitioner, in short is that on 06.07.1987 she joined the O.P. School as Aayah and thereafter she was harassed by the school authority and then on 01.11.2003 she was dismissed from service by the said school authority. Hence this case.

The opposite party has denied the material allegations of the petitioner in the written statement and this O.P. submitted that the allegations of the petitioner are false and the petitioner along-with the other workmen made false complaint to the police station against the opposite party and the opposite party asked her to show cause but she did not give any reply and thereafter she did not join her duties and then the O.P. dismissed her from service on 01.11.2003.

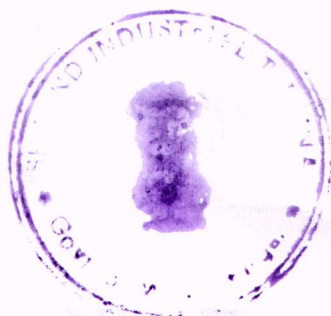
At present both sides have filed a joint settlement paper to dispose of the case on compromise and the petitioner as the P.W.-1 has stated that the case has been compromised out of settlement with the O.P. and being satisfied she has signed on the settlement paper voluntarily and she has accepted in open Court one cheque of Rs. 4,50,000/- dt. 27.01.2021 from the O.P. and she has stated that she has no other claims or demands against the O.P. in respect of her service and prayed for disposal of this case on the basis of settlement and she has proved her signatures on the settlement paper and the receipt of cheque.

The O.P.W.-1 Dr. Abhijit Ray as the principal of the O.P. School has stated that the case has been compromised with the petitioner out of settlement and the O.P. has given one cheque of Rs. 4,50,000/- dt. 27.01.2021 to the petitioner in Court and he has proved his original signatures on the settlement paper.

In open court today the petitioner has accepted one original cheque of Rs. 4,50,000/- dt. 27.01.2021 from the O.P.

On perusing the evidences of both parties on the point of settlement and the settlement paper I hold that the terms and conditions of the settlement are legal and valid and accordingly I hold that the case should be disposed of on the basis of settlement.

Contd. page ...2



Hence it is,

ORDERED


that the case No. VIII-43/2009 is disposed of on settlement in terms of the compromise petition dt. 28.01.2021.

Let the compromise petition dt. 28.01.2021 be made a part of this award.

According to Section 17AA of the Industrial Disputes Act, 1947, let a certified copy of this award be sent to the Principal Secretary to the Government of West Bengal, Labour Department, New Secretariat Buildings, 1, K.S. Roy Road, Kolkata -700001 for information, and let a certified copy of this award be supplied to each of both the parties to this case free of cost forthwith for information.

Dictated & corrected by me.


Judge


(Partha Sarathi Mukhopadhyay)
Judge
Second Industrial Tribunal
Kolkata
28.01.2021

