

I/148254/2021

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

1573
No. Labr./...../(LC-IR)/22015(16)/31/ 2021.02-09-
Date2021ORDER

WHEREAS an industrial dispute existed between M/s Capricron Logistics Pvt. Ltd. , Ho-Chi-Minh Sarani, Kolkata - 700071, and their workman Md. Abdul Hafiz, P.O. Atghora P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136 (New Masjid) regarding the issues being a matter specified in the Second schedule of the Industrial Dispute act, 1947 (14of 1947);

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

AND WHEREAS of the said Seventh Industrial Tribunal heard the Parties and frame the following issues as the "Issue" of the said dispute;

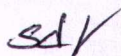
AND WHEREAS Seventh Industrial Tribunal has submitted to the State Government its Award dated 17.08.2021 on the said Dispute vide memo no.912 L.T. dated 23.08.2021.

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

ANNEXURE

(Attached herewith)

By order of the Governor,



Deputy Secretary
to the Government of West Bengal

Ananda (77)
For uploading in
the Dept website.
SK

I/148254/2021


(2)

No.Labr1573/1(2) – IR

02-09-
Dated2021.

Copy forwarded for information to :

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 912 – L.T dated 23/08/2021 .
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.



Deputy Secretary

No.Labr.....1573/2(5) – IR

02-09-
Dated2021

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

1. M/s Capricron Logistics Pvt. Ltd. 4, Ho-Chi-Minh Sarani, Kolkata - 700071.
2. Md. Abdul Hafiz, P.O. Atghora, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136 (New Masjid).
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B., New Secretariat Building (11th 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 .
6. The Director, M/s. Capricron Logistics Pvt. Ltd. 13 & 13A , Keytuo Ind. Estate 220, Kondivita Road, Andheri(E), Mumbai - 400059.


Deputy Secretary

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

Present:

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

Case No.47 of 2015 (U/s 2A(2) of I.D. Act, 1947)

Md. Abdul Hafiz,
Employee Code No. CL-0539, P.O. Atghora, P.O. R. Gopalpur,
P.S. Baguiati, Kolkata – 700 136 (New Masjid) ,

... Applicant

Versus

01. M/s. Capricron Logistics Pvt. Ltd., 4, Ho –Chi- Minh
Sarani, Kolkata – 700 071 And

02. The Director, Mr. Sheetal Shetty, M/s. Capricron Logistics
Private Limited, 13 and 13A, Keytuo Ind. Estate, 220,
Kondivita Road, Andheri(E), Mumbai – 400 059.

...Opposite Parties

A W A R D

Dated :17-08-2021

Today is fixed for passing order in respect of the joint petition for compromise dated 15.07.2021 filed by both the parties. The case record is taken up for passing order.

Perused the joint compromise petition, Memorandum of Settlement, both dated 15.07.2021, petition under Section 2A(2) of the Industrial Disputes Act, 1947 (as amended) as well as evidence of the applicant Md. Abdul Hafiz (PW-1) and Smt. Annu Gupta (OPW-1), an authorized representative of the company, so adduced in support of said compromise petition and also Exhibits B & C (Certified true copy of Resolution passed by the Board of Directors of O.P./Company dated 07.09.2015 and Letter of Authorization dated 07.09.2015). I have also perused the photocopies of Demand Drafts, both dated 27.04.2021. It appears from the evidence of PW-1 and OPW-1 that the matter in dispute has already been settled in between the parties in terms of Memorandum of Settlement dated 15.07.2021, as mentioned in the compromise petition dated 15.07.2021. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over two Demand Drafts of settled amount, each Rs.65,675/-, in total Rs. 1,31,350/- being Demand Draft Nos. 400457 & 400458 both dated 27.04.2021, drawn on YES Bank Limited, Kolkata, photocopies of which have also been filed with the compromise petition and the applicant (PW-1) has no grievance against the OP/Company at present. Considered.

The joint compromise petition and Memorandum of Settlement both dated 15.07.2021 have duly been signed by the applicant Md. Abdul Hafiz (PW-1) and Smt. Annu Gupta (OPW-1), on behalf of the OP/Company voluntarily. Since the matter has already been settled between the parties to the proceedings, I am of the view that this Tribunal should not stand in the way of their such settlement / compromise, which appears to be legal and valid, and so, this Tribunal finds no impediment in allowing such prayer, made jointly by the parties voluntarily.



(2)

Hence, it is,

Ordered

that the joint compromise petition dated 15.07.2021 is allowed and accordingly, the proceedings under Section 2A(2) of the Industrial Disputes Act, 1947, as amended, be and the same is disposed of in terms of the Memorandum of Settlement dated 15.07.2021. The joint petition of compromise and Memorandum of Settlement, both dated 15.07.2021, be made part of the Award

This is my Award.

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

Dictated & corrected by me

sd/-
Judge

Judge
Seventh Industrial Tribunal



sd/-
(Ashis Kumar Das)
Judge
Seventh Industrial Tribunal
17-08-2021

Judge
Seventh Industrial Tribunal

MEMORANDUM OF SETTLEMENT

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

01. Names and addresses of the parties. :: 1. M/s. Capricron Logistics Pvt. Ltd.,
4, Ho-Chi-Minh Sarani,
Kolkata - 700 071.

And

2. Md. Abdul Hafiz, P.O.-Atghora,
P.O.-R. Gopalpur, P.S.-Baguiati,
Kolkata - 700 136 (New Masjid).

02. Representing the Employer :: 1. Ms. Annu Gupta, Manager
having its office at Kolkata Branch
Office, 4, Ho-Chi-Minh Sarani,
Kolkata-700071.

03. Representing the workman :: Md. Abdul Hafiz, himself.

04. Short Recital of the case:

Md. Hafiz was an employee of M/s. Capricron Logistics Pvt. Ltd. who was terminated from the service of the company with effect from 17/18.03.2013. Md. Hafiz raised a dispute with the management of the company and thereafter the he also raised a dispute with the Labour Department, Government of West Bengal. Ultimately, he filed an application under Section 2A of the Industrial Disputes Act, 1947 before the learned Seventh Industrial Tribunal, Government of West

Amul
15.07.21.

Amul
15/07/2021

Bengal and the same has been registered as Case No. 47/2A(2) of 2015.


During the pendency of the matter before the learned Tribunal discussions were held in an atmosphere of cordiality between the parties for an amicable settlement of the matter and accordingly the matter has been settled by and between the parties on following terms:

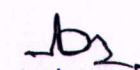
5. TERMS AND CONDITIONS OF SETTLEMENT

(a) It is agreed and accepted by both the parties to the settlement that the entire dispute has been resolved out of the court without creating any liability on the management of the company in connection with Md. Hafiz in any manner whatsoever.

(b) It is agreed and accepted by Md. Hafiz that he shall not pray for reinstatement/re-employment in the company in any manner what so ever including back wages before any Authority, Labour Court, Tribunal or any Court of Law.

(c) It is agreed and accepted by both the parties to the instant settlement that Md. Hafiz would be paid a sum of Rs. 1,31,350/- (Rupees one lakh thirty one thousand three hundred fifty) only in total by the Company in full and final settlement of


15.07.21


15/07/2021

his all dues and claims statutory or otherwise against the company including any claim for reinstatement, reemployment or fresh employment including back wages or any claim in any manner whatsoever.

It is further agreed that as requested by Mr. Mahammad Abdul Hafiz, the entire payment would be made by the Company vide two separate demand drafts in his name.

(d) It is agreed that the sum of Rs. 1,31,350/- (Rupees one lakh thirty one thousand three hundred fifty) only as aforesaid is being paid to him vide two separate Demand Drafts being Nos. 400457 dated 27.04.2021 for an amount of Rs. 65,675/- (Rupees sixty five thousand six hundred seventy five) only and 400458 dated 27.04.2021 for an amount of Rs. 65,675/- (Rupees sixty five thousand six hundred seventy five) only respectively both are drawn on Yes Bank Ltd, Kolkata, West Bengal in full and final settlement of his all dues and claims statutory or otherwise against the company arising out of the said severance of employer – employee relationship with effect from 17/18.03.2013. Md. Hafiz confirms that consequent upon payment of Rs. 1,31,350/- (Rupees one lakh thirty one thousand three hundred fifty) only he has got no claims statutory or otherwise in respect of the company nor shall he himself or authorise anybody including any union to prefer any

[Signature]
5.07.21


[Signature]
15/07/2021


claim, statutory or otherwise before any authority, Labour Court, Tribunal or any Court of Law for preferring any claim for any amount against the company in any manner what so ever including claim for reinstatement, reemployment, fresh employment or back wages, Gratuity or for any other amount whatsoever.

(e) It is confirmed by Md. Hafiz that consequent upon receiving the said amount of Rs. 1,31,350/- (Rupees one lakh thirty one thousand three hundred fifty) 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 company.

(f) It is confirmed by Md. Hafiz that he is not interested to proceed with the Case No. 47/2A(2)/2015 pending before the learned Seventh Industrial Tribunal, Government of West Bengal in any manner whatsoever.

(g) It is confirmed by Md. Hafiz 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. 1,31,350/- (Rupees one lakh thirty one thousand three hundred fifty) only by the management, he is not entitled to receive any amount from the company over and above the said amount statutory or otherwise in connection with


15.07.21

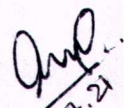
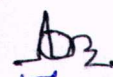

15/07/2021

Case No. 47/2A(2)/2015 pending before the learned Seventh Industrial Tribunal, Government of West Bengal. This settles all the disputes and differences between the parties fully and finally.

(h) Md. Hafiz by and for themselves and on behalf of their employees, heirs, successors, and assigns, fully and forever release and discharge M/s. Capricorn Logistics Pvt. Ltd., their employees, officers, directors, shareholders, partners, members, predecessors, successors, affiliates, and assigns from any and all claims, rights, liens, demands, liabilities, obligations, damages, actions, and causes of action, of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of any act, omission, event or transaction, including without limitation, all past, present, and future claims and demands arising out of, or having a basis in whole or in part of, any claims or causes of action arising from or relating to the claim contemplated herein in this agreement.

(i) Md. Hafiz warrants that he has not assigned, pledged, or otherwise sold or transferred any right, title, or interest which Md. Hafiz had or may have in the claims hereby released.

06. This settlement settles all disputes and demands arising out of the Case No. 47/2A(2)/2015 pending before the


15.07.21

15/07/2021

learned Seventh Industrial Tribunal, Government of West Bengal fully and finally and connected proceedings including any order passed in connection thereof.

IN WITNESS WHEREOF the parties put their signatures this the day of 15th July, 2021.

Md. Hafiz

M/s. Capricorn Logistics Pvt. Ltd.

Md. Abdul Hafiz
Witness: 15/07/2021

Annu Gupta
15.07.21

- 1.
- 2.

ANNU GUPTA
Capricorn Logistics (P) Ltd.
DGM (East)