

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

2070  
No. Labr/. . . . ./(LC-IR)/22015(16)/36/2021

18-11-  
Date : ... .. /2021

**ORDER**

WHEREAS an industrial dispute existed between M/S. Consulting Engineering Service Pvt. Ltd. Plot No. E-2/1, Block – E & GP, Salt Lake, Electronics Complex, Sector – V, Kolkata – 700091 and Sri Biman Ghosh, 2/534, Kapasdanga, P.O. Hooghly, P.S. Chinsurah, Dist. Hooghly, Pin – 712103 regarding the issue, being a matter specified in the Second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application under section 10(1B)(d) of the Industrial Dispute Act, 1947 (14 of 1947) to the Seventh Industrial Tribunal specified for this purpose under this Deptt.'s Notification No. 1085-IR/12L-9/95 dated 25.07.1997.

AND WHEREAS, the Seventh Industrial Tribunal heard the parties under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947) and framed the following issue dismissal of the workman as the "issue" of the dispute.

AND WHEREAS the Seventh Industrial Tribunal has submitted to the State Government its Award dated 26/10/2021 under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947) on the said Industrial Dispute vide memo no.1274 L.T. dated 29/10/2021.

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/*

Joint Secretary  
to the Government of West Bengal

2070/1(5)  
No. Labr/...../(LC-IR)

: 2 :  
18-11-  
Date : ...../2021

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

1. M/s Consulting Engineering Service Pvt. Ltd. Plot No. E-2/1, Block – E & GP, Salt Lake, Electronics Complex, Sector – V, Kolkata – 700091
2. Sri Biman Ghosh, 2/534, Kapasdanga, P.O. Hooghly, P.S. Chinsurah, Dist. Hooghly, Pin – 712103.
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.



Joint Secretary

2070/2(2)  
No. Labr/...../(LC-IR)

18-11-  
Date ...../2021

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal West Bengal, with respect to his Memo No. 1274 dated 29/10/2021.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata – 700001.

Joint Secretary

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

**Present:**

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

**Case No.45 of 2016 ( U/s 10(1B)(d) of I.D. Act, 1947, as amended )**

**Sri Biman Ghosh,  
EMP No. 879559  
Resident of 2/534, Kapasdanga,  
P.O. Hooghly, P.S. Chinsurah, Dist. Hooghly,  
Pin – 712103, W.B.**

**... Applicant**

***Versus***

**Consulting Engineering Services (India) Private Limited,  
( a subsidiary Jacob Engineering Group INC) of Infinity IT,  
Lagoon, 10<sup>th</sup> & 11<sup>th</sup> Floor), Plot No. E-2/1, Block-E & GP,  
Salt Lake, Electronics Complex, Sector – V,  
Kolkata – 700 091.**

**...Opposite Party**

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**A W A R D**

**Dated :26-10-2021**

Today is fixed for passing order in respect of the joint petition for compromise dated 03.03.2020 filed by both the parties.

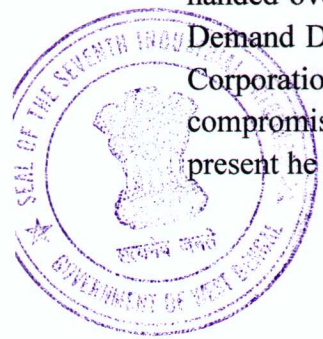
In view of order dt. 03.03.2020, no information with regard to encashment of settled amount of demand draft of Rs. 3,00,000/- has yet been filed by the applicant.

Perused the case record. Considered.

In view of order dt. 01.04.2021 and subsequent orders, case record is taken up for passing order on the joint petition of compromise dt. 03.03.2020.

Perused the joint compromise petition, Memorandum of Settlement, both dated 03.03.2020, petition under Section 10(1B)(d) of the Industrial Disputes Act, 1947 (as amended) as well as evidence of the applicant Shri Biman Ghosh (PW-1) and Sri Abhimanyu Roy (OPW-2), an authorized representative of the company, so adduced in support of said compromise petition and also Exhibit M (Certified true copy of Resolution passed by the Board of Directors of O.P./Company dated 28.02.2020) . I have also perused the photocopies of Demand Draft, dated 28.02.2020. It appears from the evidence of PW-1 and OPW-2 that the matter in dispute has already been settled in between the parties in terms of Memorandum of Settlement dated 03.03.2020, as mentioned in the compromise petition dated 03.03.2020. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over one Demand Draft of settled amount of Rs. 3,00,000/- ( Three Lakhs ) only being Demand Draft No. 786739 dated 28.02.2020, drawn on The Hongkong and Shanghai Banking Corporation Limited, Mumbai – 400 001, photocopy of which has also been filed with the compromise petition and the applicant (PW-1) has deposed during cross-examination that at present he has no grievance against the OP/Company. Considered.

Contd....P/2



(2)

The joint compromise petition and Memorandum of Settlement both dated 03.03.2020 have duly been signed by the applicant Shri Biman Ghosh (PW-1) and Shri Abhimanyu Roy (OPW-2), 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.

Hence, it is,

**Ordered**

that the joint compromise petition dated 03.03.2020 is allowed and accordingly, the proceedings under Section 10(1B)(d) of the Industrial Disputes Act, 1947, as amended, be and the same is disposed of in terms of the Memorandum of Settlement dated 03.03.2020. The joint petition of compromise and Memorandum of Settlement, both dated 03.03.2020, 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

  
Judge

  
Judge  
Seventh Industrial Tribunal



Sd/-

(Ashis Kumar Das)  
Judge  
Seventh Industrial Tribunal  
26-10-2021

Judge  
Seventh Industrial Tribunal

**BEFORE THE LEARNED SEVENTH INDUSTRIAL TRIBUNAL,  
WEST BENGAL AT KOLKATA**

**CASE NO.45/2016 U/S. 10 (1B) (d)**

**IN THE MATTER OF :-**

MEMO NO. 163/ALC/BDNG/2016 DATED  
16.11.2016, issued by the Conciliation  
Officer under Industrial Disputes Act,  
1947

And

**IN THE MATTER OF :-**

An Industrial Dispute

Between

M/s. Consulting Engineering Services  
(India) Pvt. Ltd., (a subsidiary Jacob  
Engineering Group INC) Of Infinity IT,  
Lagoon, 10<sup>th</sup>& 11<sup>th</sup> Floor), Plot No.E-2/1,  
Block E & GP, Salt Lake, Electronics  
Complex, Sector V, Kolkata – 700 091.

And

Shri Biman Ghosh, EMP No. 879559,  
residing at 2/534, Kapasdanga, P.O.  
Hooghly, P.S. – Chinsurah, Dist. Hooghly,  
Pin – 712 103, West Bengal.

.....Workmen

And

M/s. Consulting Engineering Services  
(India) Pvt.Ltd., (a subsidiary Jacob  
Engineering Group INC) Of Infinity IT,  
Lagoon, 10<sup>th</sup>& 11<sup>th</sup> Floor), Plot No.E-2/1,  
Block E & GP, Salt Lake, Electronics  
Complex, Sector V, Kolkata – 700 091.

.....Company

### **MEMORANDUM OF SETTLEMENT**

#### **Recital:**

Disputes and differences had arisen between the Parties hereto and the Workmen filed the instant proceeding against the company for non-payment of an alleged sum of Rs. 5, 92,261/- and several other relief/reliefs against the company. During pendency of the proceeding Meetings have been held among the parties and the parties have voluntarily arrived at an amicable solution

resolving their disputes and differences pertaining to the proceeding on the following terms:

Terms of Settlement:

- 1) The parties hereto confirm and declare that they have voluntarily and of their own free will agreed to settle the dispute.
- 2) In terms of the settlement the Company has already paid a sum of Rs. 3, 00, 000/- (Rupees Three Lakhs) only to the Workmen towards his full and final settlement.
- 3) Save and except the aforesaid payment of Rs. 3, 00, 000/- (Rupees Three Lakhs) only by way of a demand draft being Draft No. 786739 dated 28.02.2020 drawn on Hong Kong and Shanghai Banking Corporation, 52/60, M. G. Road, Mumbai-400 001 the Workmen shall not claim/demand and/or be entitled to any additional relief in any manner whatsoever from the company.
- 4) The workman accepts and acknowledges the receipt of payment on the 3<sup>rd</sup> Day of March, 2020 a payment of Rs. 3, 00, 000/- (Rupees Three Lakhs) only.
- 5) That in view of the above settlement the workman and the Management of the Company have settled the disputes between themselves.

- 6) All the aforesaid terms of settlement will be binding henceforth on all parties, its legal heirs, successors-in-interest, representatives and assigns in business.
- 7) Since the matter of dispute is settled amicably, the parties shall make prayer before the Ld. Tribunal to pass necessary orders.
- 8) In view of the above settlement, the parties hereto state that they have no further claims or demands against each other qua the present proceedings and all the disputes and differences in this regard have been amicably settled by the Parties hereto.
- 9) That the parties undertake before this Learned Tribunal to abide by the terms and conditions set out hereinabove and not to dispute the same hereinafter in future either by them or by their legal heirs, successors-in-interest, representatives and assigns in business.

The workmen has acknowledged this payment of Rs. 3, 00, 000/- (Rupees Three Lakhs) only and the parties to the dispute have put their signatures in this settlement on this the 3<sup>rd</sup> Day of March, 2020 in the Tribunal.

Workmen

Company

Advocate for the Workmen

Advocate for the Company