

I/168195/2021

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/ 2487/(LC-IR)/11L-118/2014

Date : 31/12/2021

**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. 1179-IR/11L-118/2014 dated 28.08.2014 the Industrial Dispute between M/s United Spirits Limited, Merlin Acropolis, 18<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kolkata - 700107 and its workman Sri Sumit Kumar Chakraborty, S/o Sri Satrugna Saran Chakraborty, Dream Home, Priya - 103, 37/4A, Northern Avenue, Kolkata - 700030 regarding the issues 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 Labour Court, Kolkata.

AND WHEREAS the said Second Labour Court, Kolkata, has submitted to the State Government its Award dated 16.12.2021 on the said Industrial Dispute vide Memo No. 1537 -LT dated 20.12.2021.

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

No. Labr/ 2487/(LC-IR)

Date : 31/12/2021

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

1. M/s United Spirits Limited, Merlin Acropolis, 18<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kolkata - 700107.
2. Sri Sumit Kumar Chakraborty, S/o Sri Satrugna Saran Chakraborty, Dream Home, Priya - 103, 37/4A, Northern Avenue, Kolkata - 700030.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Buildings, 1, K. S. Roy Road, 11<sup>th</sup> Floor, Kolkata- 700001.
5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

Joint Secretary

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

Date : ..... 2021

Copy forwarded for information to :

1. The Judge, Second Labour Court, Kolkata with reference to his Memo No. 1537 - L.T. dated 20.12.2021.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Joint Secretary



In the matter of an Industrial Dispute between Sri Sumit Kumar Chakraborty, son of Shri Satrugna Saran Chakraborty, Dream Home, Priya – 103, 37/4A, Northern Avenue, Kolkata – 700 030 and M/s. United Spirits Limited, Wallace House, 3<sup>rd</sup> floor, 4, Bankshall Street, Kolkata – 700 001 presently having its address at Merlin Acropolis, 18<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kolkata – 700107.

BEFORE THE JUDGE, SECOND LABOUR COURT, KOLKATA

Case No. VIII – 91 of 2014

Present: Shri Argha Banerjee, Judge  
Second Labour Court,  
Kolkata

Date: 16<sup>th</sup> December, 2021.



### **AWARD**

This industrial disputes in between Sri Sumit Kumar Chakraborty against M/s. United Spirits Limited was referred before this Second Labour Court in respect of G.O. No. 1179-IR/11L-118/2014 dated 28.08.2014 of the Industrial Disputes Act, 1947 in respect of the under mentioned issues.

### **ISSUES**

- 1) **Whether the termination of service of Sri Sumit Kumar Chakraborty w.e.f. 14.09.2012 by the management is justified and legal?**
- 2) **If not, what relief is the workman entitled to ?**

Both the parties are present along with their Ld. Advocates and file a Memorandum of Settlement as per the provisions of Industrial Disputes Act stating the fact that the instant matter has been settled amicably in regard to the Memorandum of Settlement which they have filed before this Court today. The applicant Sri Sumit Kumar Chakraborty was being cross-examined by the Ld. Counsel appearing on behalf of the Company and the said applicant has stated before this Court that Memorandum of Settlement was entered into between himself and the Company voluntarily and the same had received a Demand Draft bearing No. 662442 dated 08.12.2021 drawn on Deutsche Bank, Calcutta amounting to Rs. 13,00,000/- (Rupees Thirteen Lakhs) only. The applicant has further submitted that he has no further claim against the Company and does not want to proceed in the instant matter further.

It is seen from the records that the parties have filed a joint application praying for an award in terms of Memorandum of Settlement. I have carefully examined the terms of Memorandum of Settlement and also have perused the signatures of the parties in the Memorandum of Settlement. Having regards to the facts and circumstances and considering the materials on record and the terms of settlement I am of the opinion that the

Contd. ....

terms and conditions of the Memorandum of Settlement dated 16.12.2021 by and between the parties in the instant matter is legally valid and proper. I do not find any legal impediment to accept the terms and conditions of the settlement and thereby disposed of the case in between the parties.

Hence, it is

**ORDERED**

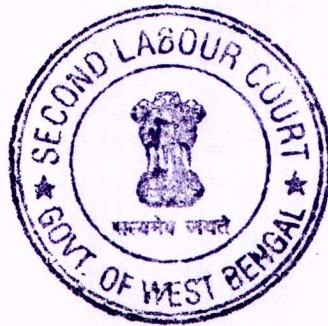
That the joint application filed today by both the parties is allowed in presence of the parties of this proceeding and accordingly the case is finally disposed of in terms of Memorandum of Settlement dated 16.12.2021 and such Memorandum of Settlement may made part of this award.

This is my award.

Let a copy of this award be sent to the concerned department of Government of West Bengal.

Dictated & corrected by me

Sd/—  
Judge



Sd/—  
(Argha Banerjee)  
Judge  
Second Labour Court,  
Kolkata  
16.12.2021.



## 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:: M/S. United Spirits Limited, Wallace House, 3<sup>rd</sup> floor, 4, Bankshall Street, Kolkata - 700001 presently having its address at Merlin Acropolis, 18th Floor, 1858/1, Rajdanga Main Road, Kolkata - 700 107

-And-

Sri Sumit Kumar Chakraborty,  
Dream Home, Priya - 103, 37/4A,  
Northern Avenue, Kolkata - 700030.

02. Representing the Employer:: 1.Mr.Glen D'Souza, Senior General Manager HR and Authorized Signatory
03. Representing the workman:: Sri Sumit Kumar Chakraborty, himself.

04. Short Recital of the case::

Sri Sumit Kumar Chakraborty was employed as a Senior Territory Sales Executive of the company in the year 1995, the company has been taken over by M/s. Diageo through acquisition in 2014.

By a letter dated 14.09.2012 the contract of service between Sri Chakraborty and the company came to an end for the reasons stated therein.

Sri Chakraborty raised an industrial dispute challenging the order of dismissal, inflicted upon him as a measure of punishment, with the Labour Directorate, Government of West Bengal. The matter could not be settled at the conciliation level and as a consequence thereof the Appropriate Government by an order of reference dated 28.08.2014 has referred the following issues to the learned Second Labour Court, Government of West Bengal, Kolkata for adjudication:

### **"I S S U E (S)**

- (1) Whether the termination of service of Sri Sumit Kumar Chakraborty w.e.f. 14.09.2012 by the management is justified and legal?**

*Sumit*

Second Labour Court W.B.

1672-21

Judge

Made a part of award.



**(2) If not, what relief is the workman entitled to?**

The matter has been registered as Case No.VIII-91 of 2014.

During the pendency of the matter before this Learned Labour Court, a proposal has come from Sri Chakraborty for an amicable settlement of the pending matter. Accordingly, discussions were held in an atmosphere of cordiality between the parties for an amicable settlement of the matter and thereafter the same has been settled by and between the parties on following terms:

**5. TERMS AND CONDITIONS OF SETTLEMENT:**

(a) It is agreed and accepted by Sri Sumit Kumar Chakraborty that he has got no dispute with the management of the Company regarding the severance of employer – employee relationship between himself and the Company with effect from 14.09.2012 and he accepts the same without any reservation in any manner what so ever.

(b) It is agreed and accepted by both the parties to the settlement that the entire dispute has been resolved out of the Learned Labour Court without creating any liability on the management of the Company in connection with Sri Sumit Kumar Chakraborty in any manner whatsoever. Since the entire matter has been settled in terms of the foregoing settlement, the company is not pursuing with the maintainability of the present case based on the ground that as per the company, he cannot be regarded as a workman under Section 2(s) of the Industrial Disputes Act, 1947

(c) It is agreed and accepted by Sri Sumit Kumar Chakraborty 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.

It is further agreed and accepted as well as confirmed by Sri Chakraborty that M/S. United Spirits Limited being his place of employment has already been taken over by M/s. Diageo through acquisition with effect from 2014 and as a consequence thereof there is no place in the company wherein his service can be utilized in any manner what so ever.





(d) It is agreed and accepted by both the parties to the instant settlement that Sri Sumit Kumar Chakraborty would be paid a sum of Rs. 13,00,000/- (Rupees Thirteen lakhs) only by the Company, in full and final settlement of his all dues and claims statutory or otherwise along with gratuity against the Company including any claim for reinstatement, re-employment or fresh employment along with back wages or any claim in any manner whatsoever.

(e) It is agreed that the sum of Rs. 13,00,000/- (Rupees Thirteen lakhs) only as aforesaid is being paid to him vide one Demand Draft being No.662442 dated 8<sup>th</sup> December 2021 drawn on Deutsche Bank, Brooke House, Shakespeare Sarani, Kolkata 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. Sri Chakraborty confirms that consequent upon payment of Rs. 13,00,000/- (Rupees Thirteen lakhs) only he has got no claim (statutory or otherwise including gratuity) in respect of the Company nor shall he himself or authorise anybody including any Union/Association to prefer any 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, re-employment, fresh employment or back wages, interest or for any other amount whatsoever.

(f) It is further agreed and accepted by Sri Chakraborty that he has got no reservation in any manner what so ever in the event the said demand draft is issued based on the spelling of his name as is evident from the order of reference dated 28.08.2014, PAN Card, Voter ID as well as in Aadhaar Card. He confirms the spelling of his name as 'Sumit Kumar Chakraborty' to be genuine and correct.

Copies of the order of reference, PAN Card, Voter ID Card as well as Aadhaar Card in support of correct spelling of his name are being enclosed herewith as **Enclosure-A, A/1, A/2 and A/3 respectively**.

(g) It is confirmed by Sri Sumit Kumar Chakraborty that in receiving the Demand Draft for the said amount of Rs. 13,00,000/- (Rupees Thirteen lakhs) 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.





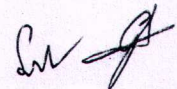
(h) It is agreed and accepted by and between the parties that Sri Chakraborty would be provided with reasonable support from the Company regarding withdrawal/transfer of his provident fund dues, if any, subject to production of necessary unimpeachable documents by him in original and in accordance with the statutory request as applicable.

(i) It is confirmed by Sri Chakraborty that he is not interested to proceed with the instant matter being Case No. VIII-91 of 2014 pending before the learned Second Labour Court, Government of West Bengal, Kolkata in any manner whatsoever.

(j) It is confirmed by Sri Chakraborty 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. 13,00,000/- (Rupees Thirteen lakhs) 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 VIII-91 of 2014 pending before the learned Second Labour Court, Government of West Bengal, Kolkata. This settles all the disputes and differences between the parties fully and finally.

(k) Sri Sumit Kumar Chakraborty by and for himself and on behalf of his heirs, successors, and assigns, fully and forever release and discharge M/s. United Spirits Limited, their employees, officers, subsidiaries, directors, shareholders, partners, members, predecessors, successors, affiliates, assigns, insurers and trustees as well as its or their present and former officers, directors, trustees, employees and agents, individually and in their official capacities 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 settlement.

(l) Sri Sumit Kumar Chakraborty warrants that he has not assigned, pledged, or otherwise sold or transferred any right, title, or interest which Sri Chakraborty had or may have in the claims hereby released.





(m) It has been further agreed by Sri Chakraborty that he shall keep the terms and conditions of this settlement confidential and not to disclose the same to any employees (whether present or former) of the Company or any third parties from the date of execution of the foregoing settlement.

06. It is confirmed by Sri Sumit Kumar Chakraborty that he shall have no reservation in the event the present case, as mentioned in Clause 5 of the foregoing settlement is disposed of consequent upon signing of this settlement and payment in terms thereof by virtue of an Award on the basis of the instant settlement, since the same has been entered into by the parties in good faith without creating any liability on the company, statutory or otherwise for the action taken by the erstwhile management by observing due process of law. He further confirms that he shall extend fullest co-operation in making a joint application for disposal of the case being no. VIII-91 of 2014 pending before the learned Second Labour Court, Government of West Bengal, Kolkata in terms of the settlement on the date of signing and receiving the payment in terms thereof.

07. This settlement settles all disputes and demands arising out of the Case No. VIII-91 of 2014 pending before the learned Second Labour Court, Government of West Bengal, Kolkata fully and finally and connected proceedings including any order passed in connection thereof.

IN WITNESS WHEREOF the parties put their signatures this the 16<sup>th</sup> of December, 2021.

*Sri Sumit Kumar Chakraborty*  
Sri Sumit Kumar Chakraborty

*Glen D'Souza*  
M/s. United Spirits Limited

Witness:

1.

2.







- 6 -

2nd floor

ANNEXURE - A

DTE. OF INDUSTRIAL TRIBUNALS

Year..... 2014

Sl. No. ....

File No. .... 582

Case No. .... 21-9/14

GOVERNMENT OF WEST BENGAL,  
LABOUR DEPARTMENT,

I.R. BRANCH,  
EAST INDIA HOUSE, (2<sup>ND</sup> FLOOR),  
20B, ABDUL HAMID STREET, KOLKATA-700 069.

Nô. 1179-IR/11L-118/2014.

Dated, Kol. the 28<sup>th</sup> August, 2014.

O R D E R

WHEREAS an industrial dispute exists between M/s, United Spirits Limited, Wallace House, (3<sup>rd</sup> floor), 4, Bank-Shall Street, Kolkata- 700 001 and their workman Sri Sumit Kumar Chakraborty son of Sri Satrugna Saran Chakraborty, Dream Home, Priya-103, 37/4A, Northern Avenue, Kolkata-700 030, relating to the under mentioned issues being a matter specified in the Second Schedule to the Industrial Disputes Act, 1947 (14 of 1947) ;

AND WHEREAS it is expedient that the said dispute should be referred to a Labour Court constituted under Section 7 of the Industrial Disputes Act, 1947 (14 of 1947) ;

NOW, THEREFORE, in exercise of the power conferred by Section 10, read with Section 2A of the Industrial Disputes Act, 1947 (14 of 1947), the Governor is hereby pleased to refer the said dispute to the Second Labour Court constituted under Notification No. 1727-IR/IR/3A-1/58 dated 26<sup>th</sup> April, 1967 for adjudication ;

The said Second Labour Court Kolkata shall submit its award to the State Government within a period of 3(three) months from the date of receipt of this order by the said Second Labour Court in terms of Sub-Section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), subject to the other provision or provisions of the said Act .

The said Second Labour Court, Kolkata shall meet at such places within the State and on such dates as it may direct.

( P. T. O. )



7-

( 2 )

I S S U E (S)

- 1) Whether the termination of Service of Sri Sumit Kumar Chakraborty w.e.f. 14.09.2012 by the management is Justified and Legal ?
- 2) If not, what relief is the workman entitled to ?

By Order of the Governor

Sd/-

Deputy Secretary  
to the Govt. of West Bengal,


✓ No. 1179/1(1)-IR/11L-118/2014.

Dated, Kol. the 28<sup>th</sup> August, 2014.

Copy forwarded for information and necessary action to the Judge,  
Second Labour Court, Kolkata.

The parties have been informed direct.

Receipt of the order may kindly be acknowledged.

  
Deputy Secretary

to the Govt. of West Bengal,

No. 1179/2(7)-IR/11L-118/2014.

Dated, Kol. the 28<sup>th</sup> August, 2014.

Copy forwarded for information to :

- 1) M/s, United Spirits Limited, Wallace House, (3<sup>RD</sup> Floor), 4, Bank-Shall Street, Kolkata-700 001.
- 2) Sri Sumit Kumar Chakraborty, son of Sri Satrugna Saran Chakraborty, Dream Home, Priya-103, 37/4A, Northern Avenue, Kolkata-700 030.  
Receipt of the order may kindly be acknowledged.
- 3) The Labour Commissioner, West Bengal, New Secretariat Buildings, (11<sup>th</sup> floor), 1, K. S. Roy Road, Kolkata-700 001, with reference to his Memo No. 941/133/12/LCC dated 30.07.2014.
- 4) The Additional Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700 001.
- 5) The Judge-in-Charge, Industrial Tribunal, New Secretariat Buildings, 1, K. S. Roy Road, Kolkata - 700 001.
- 6) The Assistant Labour Commissioner & Conciliation Officer, West Bengal.
- 7) Guard File.

Deputy Secretary

to the Govt. of West Bengal,

BB



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
ACLR09605L

नाम / Name  
SUMIT KUMAR CHAKRABORTY

पिता का नाम / Father's Name  
SATRUGHNA SARAN CHAKRABORTY

जन्म की तारीख / Date of Birth  
25/04/1986

*Sumit Kumar Chakraborty*  
हस्ताक्षर / Signature





*In case this card is lost / found, kindly inform / return to*

**Income Tax PAN Services Unit, UTITSL**

**Plot No. 3, Sector 11, CBD Belapur,**

**Navi Mumbai - 400 614.**

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :

आयकर पैन सेवा यूनिट, UTITSL


प्लॉट नं: ३, सेक्टर ११, सीबीडी बेलपुर


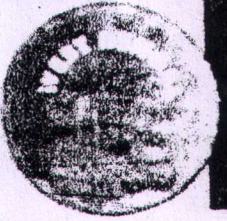
नवी मुंबई-४०० ६१४



- 3 -

Annexure - A/2

  
ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
WB/20/135/255255



নির্বাচকের নাম :	সুমিত কুমার চক্রবর্তী
Elector's Name :	Sumit Kumar Chakraborty
পিতার নাম :	শত্রুঘ্ন সরন চক্রবর্তী
Father's Name :	Satrughna Saran Chakraborty
লিঙ্গ/Sex :	পুং/ M
জন্ম তারিখ Date of Birth :	25/04/1966



WB/20/135/235255

স্বাক্ষর

3744A, নর্থার্ন এভিনিউ, চিতপুর, কলকাতা- 700030

Address:

3744A, NORTHERN AVENUE, CHITPUR,  
KOLKATA- 700030

Date: 31/12/2014

168-কাশীপুর বেগমগছিয়া নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন

অধিকারিকের স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral  
Registration Officer for

168-Kashipur-Belgachhia Constituency

বিবরণ পরিবর্তন হলে নতুন ঠিকানার তথ্যটি দিচ্ছে যার তেলে ও একই  
নম্বরের নতুন সঠিক পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট করে এই  
পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

10/1/14

ANNEXURE

1/2





-10-

Annexure - A/3

A/3

ANNEXURE

10



  **आधार**

**भारत सरकार**  
Unique Identification Authority of India

Enrolment No.: 1178/73015/00530



To  
Sumit Kumar Chakraborty  
S/O Satrugana Saran Chakraborty  
PRIYA-103  
37/4A, NORTHERN AVENUE  
7 TANKS MORE  
Kolkata  
Kolkata Ghugudanga  
West Bengal - 700030  
9831267935


Download Date: 18/07/2017  
Generation Date: 07/07/2017


 

आपका आधार क्रमांक / Your Aadhaar No.:  
**7399 1990 6839**  
मेरा आधार, मेरी पहचान

---

  **आधार**

 **Sumit Kumar Chakraborty**  
DOB: 25/04/1966  
MALE

 **7399 1990 6839**

मेरा आधार, मेरी पहचान





भारत सरकार  
GOVERNMENT OF INDIA



- ध्यान
- आधार पहचान का प्रमाण है नागरिकता का नहीं।
  - आधार का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
  - यह एक इलेक्ट्रॉनिक पत्रिका द्वारा बना हुआ पत्र है।

#### INFORMATION

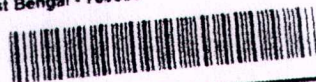
- Aadhaar is a proof of identity, not of citizenship
- To establish identity, authenticate online
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार प्रविष्टि में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future



भारतीय पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
S/O Sathugana Saran  
Chakraborty, PRIYA-103, 37/4A,  
NORTHERN AVENUE, 7 TANKS  
MORE, Kolkata, Kolkata,  
West Bengal - 700030



1947

help@uidai.gov.in

www.uidai.gov.in



## RECEIPT

Received from M/s. United Spirits Limited, Wallace House, 3<sup>rd</sup> floor, 4, Bankshall Street, Kolkata - 700001 presently having its address at Merlin Acropolis, 18th Floor, 1858/1, Rajdanga Main Road, Kolkata - 700 107 of Rs. 13,00,000/- (Rupees Thirteen lakhs) only, which is being paid to me vide a Demand Draft being 662442 dated 8<sup>th</sup> December 2021 drawn on Deutsche Bank, Brooke House, Shakespeare Sarani, Kolkata in full and final settlement of my all dues and claims statutory or otherwise against the Company including gratuity. I have no other dues and claims, statutory (including gratuity) or otherwise, including any monetary claim against my said employer. Nor shall I prefer any claim for any amount before any Court of Law, Tribunal or Authority for any amount in any manner what so ever including the claim for re-employed or re-engagement, back wages and gratuity. I accept the said amount of Rs. 13,00,000/- (Rupees Thirteen lakhs) only, as a settlement of all my dues and claims from my said employer including the Case No. VIII-91 of 2014 pending before the learned Second Labour Court Government of West Bengal, Kolkata and any proceedings in connection thereof pending before any Forum. I undertake not to institute any case or proceedings before any Court of Law or authority against my employer.

*Sumit Kumar Chakraborty*  
*Sumit Kumar Chakraborty* 18/12/21  


(Sri Sumit Kumar Chakraborty)