

I/390678/2023

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

No. Labr/.³³⁵/(LC-IR)/ 22015(16)/450/2019 Date: 28/04/2023

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order No. 152/(LC-IR) dated 12/02/2019 the Industrial Dispute between M/s Govind Bhawan Karzalaya, 151, Mahatma Gandhi Road, Kolkata - 700007 and Sri Rajesh Pandey, S/o Bhagawan Pandey, 195, Block-A, Lake Town, Kolkata - 700089 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 Judge, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Fifth Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 18/04/2023 on the said Industrial Dispute vide memo no 451 - L.T. dated - 18/04/2023.

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/-

Assistant Secretary
to the Government of West Bengal

/390678/2023

No. Labr/.^{335/1(5)}/(LC-IR)Date: ^{28/04/}2023

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

1. M/s. Govind Bhawan Karzalaya, 151, Mahatma Gandhi Road, Kolkata - 700007.
2. Sri Rajesh Pandey, S/o Bhagawan Pandey, 195, Block-A, Lake Town, Kolkata - 700089.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D & E.O. Labour Commissioner, W.B. New Secretariate Building, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
5. The Sr. Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

IT
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Amanda
28/04/2023



Assistant Secretary

No. Labr/.^{335/2(2)}/(LC-IR)Date: ^{28/04/}2023

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal, West Bengal with reference to his Memo No.451 - L.T. dated - 18/04/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Assistant Secretary

Having regard to the facts and circumstances and considering the materials on records and the terms of the settlement, this Tribunal is of the opinion that the terms and conditions of the settlement dated 12/04/2023 by and between the parties of this case are legally valid and proper.

There is no legal impediment to accept the terms and condition of the settlement and to dispose off the case between the parties.

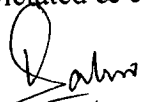
Hence,

ORDERED

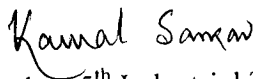
that the application dated 12/04/2023, filed by both the parties are allowed in presence of both the parties of this proceeding along with their advocates. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 12/04/2023 and the said memorandum of settlement be made part of this award.

This is the Award of this Tribunal.

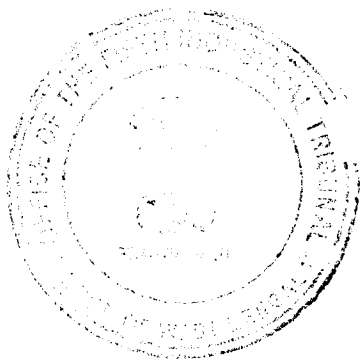
Dictated & corrected by me.


Judge, 5th Industrial Tribunal,
Kolkata
18/04/2023

Judge,
5th Industrial Tribunal
Govt. of West Bengal


Judge, 5th Industrial Tribunal,
Kolkata
18/04/2023.

Judge,
5th Industrial Tribunal
Govt. of West Bengal



Before the 5th Industrial Tribunal, Kolkata

Case No. VIII-03/2019

M/s. Govind Bhawan Karzalaya

-VS-

Sri Rajesh Pandey

A W A R D D A T E D, 18/04/2023

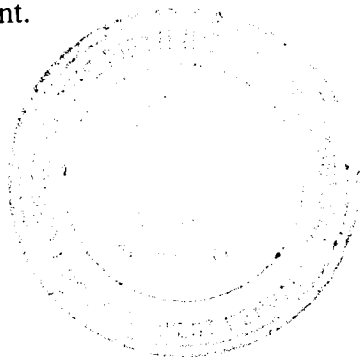
This Industrial Dispute between M/s. Govind Bhawan Karzalaya, 151, Mahatma Gandhi Road, Kolkata-700007 and Sri Rajesh Pandey, S/o Bhagawan Pandey, 195, Block-A, Lake Town, Kolkata – 700089 has been transferred from Labour Department, I.R. Branch, New Secretariat Buildings (12th Floor), 1, Kiran Sankar Roy Road, Kolkata – 700 001 to the 7th Industrial Tribunal by the Govt. of West Bengal, Labour Department's Vide G. O. No. Labr./152/(LC-IR), dated 12/02/2019 vide Notification No. 3115-IR/IR/3A-6/59 dated 21/06/1960 for the purpose of adjudication upon the under mentioned issues-

ISSUES

- (1) Whether the dismissal of Sri Rajesh Pandey w.e.f. 22.09.2017 by the management of M/s. Govind Bhawan Karzalaya is justified?
- (2) What relief, if any the workman is entitled to ?

Thereafter this case was further transferred before this Tribunal vide G. O. No. Labr./699/(LC-IR)/23099/15/2019 dated 26/07/2019 and this Tribunal had received this case record on 01/08/2019.

Originally the case record was fixed for further evidence of management on 12/04/2023, but on that day both the parties filed a joint petition and submitted that both the parties have agreed among themselves to settle the disputes and to that effect they like to file a memorandum of settlement before this Tribunal. Date was fixed on 13/04/2023 for hearing of proposed settlement petition. On 13/04/2023 they have filed a memorandum of settlement duly signed by both the parties and also two affidavits in chief one of Sri Rajesh Pandey i.e. the workman of this case and another of Sri Anand Kumar Ladia who has represented the company i.e. M/s Govind Bhawan Karzalaya. They also filed one joint petition praying for proceeding the case for settlement in terms of the Memorandum of Settlement. They also prayed for dispose of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are present along with their Ld. Advocates. Ld. Advocate for M/s Govind Bhawan Karzalaya. submitted that they have no objection if the instant case is disposed off on the basis of the terms and conditions of the Memorandum of Settlement.



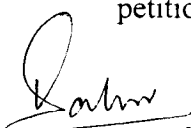
Both the Ld. Advocates of the parties jointly submitted that the dispute between the parties in the present case has been amicably settled out of Court / Tribunal and to that effect a memorandum of settlement dated 12/04/2023 has prepared by both the parties and the parties also finalized their disputes in terms of the memorandum of the settlement. In view of the above facts and circumstances both the parties prayed for disposal of the case in terms of memorandum of settlement dated 12/04/2023.

In support of their contention the workman Sri Rajesh Pandey examined himself as PW-1, who was the workman of M/s Govind Bhawan Karzalaya and the memorandum of settlement is marked as Exhibit-1 and the photocopies of Aadhaar Card and PAN Card of Sri Rajesh Pandey are marked as Exhibit-2 and Exhibit-3 respectively. He also admitted and agreed with the terms and condition of the Memorandum of Settlement and prays for disposal of the case in view of the Terms and Conditions of the Memorandum of settlement and his cross examination is declined by the Ld. Advocate of M/s. Govind Bhawan Karzalaya.

On the contrary the Manager of M/s. Govind Bhawan Karzalaya namely Sri Anand Kumar Ladia examined himself as MW-1 and the photocopy of authorization letter dated 13/04/2023 of M/s. Govind Bhawan Karzalaya is marked as Exhibit-A and the photocopy of his Aadhaar Card is marked as Exhibit-B and the photocopies of two Bank Drafts dated 08/04/2023 of Union Bank are marked as Exhibit-C and Ext. C/1 and he has categorically stated about the settlement by and between the parties and he also stated that the management of M/s. Govind Bhawan Karzalaya has no objection if the present case is disposed off as per terms and conditions of the settlement petition and practically the management of M/s. Govind Bhawan Karzalaya also prays for dispose off the case on the basis of the terms and condition of the settlement petition and his cross-examination is also declined by the Ld. Advocate for the workman.

This Tribunal has carefully examined the terms and condition of the memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties.

It reveals that the management of M/s. Govind Bhawan Karzalaya duly authorized vide Authorization Certificate dated 13/04/2023 empowered to Sri Anand Kumar Ladia to sign and execute the terms of settlement between the parties and accordingly Sri Anand Kumar Ladia put his signatures upon the same and the workman Sri Rajesh Pandey also signed upon the same about knowing its contents. It further reveals that the management has paid Rs. 7,30,000/- (Rupees Seven Lakh thirty thousand only) to the petitioner Sri Rajesh Pandey through two cheques Nos. 219233 dt. 08.04.2023 and 219240 dt. 12.04.2023 has been admitted by the petitioner to Sri Rajesh Pandey in his examination-in-chief.


18.04.2023


Sri Anand Kumar Ladia
Manager, Govind Bhawan Karzalaya

MEMORANDUM OF SETTLEMENT

- (1) Parties of the Settlement : Govind Bhawan Karyalaya, 151,
Mahatma Gandhi Road, Kolkata -
700 007

And

Rajesh Pandey, Employee 195,
Block -A, Lake Town, Kolkata -
700 089

- 2) Person representing the : Mr. Anand Kumar Ladia, Manager
Karyalaya

- (3) Person representing Mr. : Sri Rajesh Pandey himself
Rajesh Pandey

- 4) Short Recital of the Case :

Sri Rajesh Pandey was an employee of Govind Bhawan Karyalaya appointed on 12.07.1999 as Salesman. Rajesh Pandey was in employment till 21.09.2017 and his service was terminated by the Management of Karyalaya w.e.f. 22.09.2017 challenging his termination Sri Rajesh Pandey raised a dispute before the office of the Labour Commissioner, Govt. of West Bengal which was referred to the Ld. Fifth Industrial Tribunal and registered as Case No.VIII-03/2019.

That pending the above said matter a discussion for settlement was going on between the parties and after several discussion the dispute between the parties has been settle fully and finally at bi-partite level on the following terms and conditions;

For Govind Bhawan Karyalaya
Anand Kumar Ladia
12/4/23 Manager

216721 41054

- 5 (i) That the Workman, Sri Rajesh Pandey shall accept his termination with effect from 22.09.2017 without any objection.
- (ii) That the management of Karyalaya shall pay a sum of Rs.7,30,000/- (Rupees Seven Lakh Thirty Thousand) only as full and final settlement of dispute including settlement of all other service dues.
- (iii) That the Management shall pay the amount by ~~the~~ account payee cheque.
- (iv) That after receiving the settlement amount the workman, Rajesh Pandey shall not make any claim against the management including claim of reinstatement in service.
- (v) It is agreed that after receiving the settlement amount the workman, Rajesh Pandey shall withdraw his case being No. VIII-03/2019 pending before the Ld. Fifth Industrial Tribunal, West Bengal.
- (vi) That this settlement shall be binding upon the parties subject to encashment of cheque.
- (vii) That this settle the dispute fully and finally.

For Govind Bhawan Karyalaya

Anant Kumar ..

Signature of the Management

12/4/23

Identified by
me,

Saurav Debey -
12/4/23

21/6/21 110574

Signature of Workman

Identified by me;
Rajesh Pandey.
12/4