

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

No. Labr/ 1197 / (LC-IR)/ 22015(16)/131/2025

Date : 17/10/2025

ORDER

WHEREAS under Labour Department's Order No. Labr./222/(L.C.-IR)/22015(16)/15/2023 dated 23.03.2023 with reference to the Industrial Dispute between M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex, P.O. Begri, Howrah-711411 and its workmen (1) Shri Sandip Kumar Adak (2) Shri Debu Das (3) Shri Subrata Ghosh, regarding the issues mentioned in the said order, being a matter specified in the Second Schedule of the Industrial Dispute Act' 1947 (14 of 1947), was referred for adjudication to the 2nd Industrial Tribunal, Kolkata.

AND WHEREAS the 2nd Industrial Tribunal, Kolkata, has submitted to the State Government its Award dated 01.09.2025 in Case No. VIII-06/2023 on the said Industrial Dispute Vide e-mail dated 25.09.2025 in compliance of Section 10(2A) of the I.D. Act' 1947.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Dispute Act' 1947 (14 of 1947), the Governor is hereby pleased to publish the said Award in the Labour Department's official website i.e **wblabour.gov.in**.

By order of the Governor,



Assistant Secretary
to the Government of West Bengal

No. Labr/ 1197 /1(7)/(LC-IR)/ 22015(16)/131/2025

Date : 17/10/2025

Copy forwarded for information and necessary action to:

1. M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex, P.O. Begri, Howrah-711411.
2. Shri Sandip Kumar Adak.
3. Shri Debu Das.
4. Shri Subrata Ghosh.
5. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
6. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Building, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
7. The Deputy Secretary, IT Cell, Labour Department with request to cast the Award in the Department's website.



Assistant Secretary
to the Government of West Bengal

No. Labr/ 1197 /2(3)/(LC-IR)/ 22015(16)/131/2025

Date : 17/10/2025

Copy forwarded for information to :

1. The Judge, 2nd Industrial Tribunal, Kolkata, N.S. Building, 1, K.S. Roy Road, Kolkata-700001 with reference to e-mail dated 25.09.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.
3. Office Copy.



Assistant Secretary
to the Government of West Bengal

In the matter of an industrial disputes between (1) Sandip Kumar Adak (2) Debu Das (3) Subrata Ghosh against M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex, P.O. Begri, Howrah-711411.

Case No. VIII-06/2023 of the Industrial Disputes Act, 1947

**Present : Sri Bibekananda Sur,
Judge, 5th Industrial Tribunal, Kolkata
In charge of 2nd Industrial Tribunal, Kolkata**

A W A R D D A T E D 01.09.2025

An industrial dispute between (i) Shri Sandip Kr. Adak (ii) Shri Debu Das (iii) Shri Subrata Ghosh against M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex, P.O. Begri, Howrah-711411 Vide G. O. No. Labr./222/(L.C.-IR) /22015(16)/15/2023 dated 23.03.2023 and reference no. 3115-IR/IR/3A-6/59, dated 21/06/1960 referred to this Tribunal for adjudication upon framing of following issues.

I S S U E (S)

- (1) Whether the termination of service of the four workmen namely (i) Shri Sandip Kr. Adak (ii) Shri Debu Das (iii) Shri Subrata Ghosh and (iv) Shri Dibyendu Adak w.e.f. 22.11.2021 by the management of M/s. Jalnighi Bitumen Specialities Pvt. Ltd., Jalan Complex, P.O.-Begri, Dist.- Howrah – 711411 is justified?
- (2) If not, what relief are they entitled to?

Originally the case record is fixed for further evidence of the PW-2 and on 26.08.2025 a memorandum of settlement has been filed duly signed by the workman and the management in presence of the witnesses Prabir Datta and Chandrasekhar Poddar for negotiation and settlement and parties submitted that the matter has been happily ended for which a Memorandum of Settlement has been filed before this Tribunal.

The three workmen and the representative of the management adduced evidence in this case.

The Memorandum of Settlement duly signed by the three workmen and Chief Executive Officer M.G. Dalmia of the Company. Parties prayed for disposed of the case as per terms and conditions of the Memorandum of Settlement. Three workmen are present along-with their Ld. Advocates and Ld. Advocate for M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. and all the three workmen submitted that they have no objection if the instant case is disposed of 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 26.08.2025 has been 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 26.08.2025.

In support of their contention the three workmen examined themselves as PW-1, PW-2 and PW-3 and all of them were cross-examined and those workmen of M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. also prayed for disposal of the case and PW-1, PW-2 and PW-3 proved the memorandum of settlement as Exhibit-3. They also admitted and agreed with the terms and condition of the Memorandum of Settlement and prayed for disposal of the case in view of the terms and conditions of the Memorandum of settlement and their cross examination revealed that there is no due from the company.

On the contrary Prabir Datta duly authorized by the Board of directors examined himself as OPW-1 and the photocopy of resolution dated 25.08.2025 of M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. and the authorization dated 25.08.2025 made in favour of the OPW-1 Mr. Prabir Datta and he has categorically stated about the settlement by and between the parties has been amicably effected and he also stated that the management M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. 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. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. also prayed for disposal of the case on the basis of the terms and condition of the settlement petition dated 26.08.2025.

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. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. duly authorized vide resolution dated 25.08.2025 to empower the Chief Executive Officer of the M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. to sign and execute the terms of settlement between the parties and accordingly the Chief Executive

Officer of M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. put their signatures upon the same. It further reveals that the management has arranged for making payment of Rs.2,48,109/- under Demand Draft No. 510223 dated 20.08.2025 of ICICI Bank, Rs.2,04,610/- under Demand Draft No. 510221 dated 20.08.2025 of ICICI Bank, and Rs.2,38,987/- under Demand Draft No. 510222 dated 20.08.2025 of ICICI Bank in favour of the workmen namely Sandip Kumar Adak, Subrata Ghosh and Debu Das respectively of the M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. and the same has been admitted by the workmen in their examination in chief and they submitted their documents on 01.09.2025 evidencing payment of above demand draft in the credit of their Bank Accounts.

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 26.08.2025 by and between the three workmen and M/S. Jalanidhi Bitumen Specialities Pvt. Ltd. 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 of the case between the parties.

Hence,

ORDERED

that the application dated 26.08.2025, filed by the parties are allowed.

Accordingly the terms of the memorandum of settlement dated 26.08.2025 is accepted as the Demand Draft drawn in favour of the three workmen of the M/S. JALANIDHI BITUMEN SPECIALITIES PVT. LTD. have been credited in favour of (i) Shri Sandip Kr. Adak (ii) Shri Debu Das (iii) Shri Subrata Ghosh workmen and the said Memorandum of Settlement is made part of this Award.

This is the Award of this Tribunal.

Office to upload the Award.

Dictated & corrected by me.

Judge

(Bibekananda Sur)

Judge

5th Industrial Tribunal, Kolkata
& In charge of 2nd Industrial Tribunal, Kolkata

GOVERNMENT OF WEST BENGAL
DIRECTORATE OF INDUSTRIAL TRIBUNALS
NEW SECRETARIAT BUILDINGS
BLOCK – 'A', 2ND FLOOR
1, KIRAN SANKAR ROY ROAD
KOLKATA – 700001

Memo No. Dte/2nd I.T./27/2025

Dated Kolkata, the 02.09.2025

From: Shri Bibekananda Sur,
Judge,
5th Industrial Tribunal &
I/c. of 2nd Industrial Tribunal,
Kolkata – 1.

To : The Secretary to the
Govt. of West Bengal,
Labour Department,
New Secretariat Buildings, 12th Floor,
1, Kiran Sankar Roy Road,
Kolkata – 700 001.

Sub: (1) Sandip Kumar Adak (2) Debu Das (3) Subrata Ghosh against
M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex,
P.O. Begri, Howrah-711411 (**Case No. VIII-06/2023 0 of the I.D. Act**)

Sir,

I am sending herewith the Award passed in the matter of an industrial dispute between (1) Sandip Kumar Adak (2) Debu Das (3) Subrata Ghosh against M/s. Jalanidhi Bitumen Specialities Pvt. Ltd. Jalan Complex, P.O. Begri, Howrah-711411, Case No. **Case No. VIII-06/2023** of the I.D. Act for information and necessary action.

Encl: As stated above.

Yours faithfully,

(Bibekananda Sur)
Judge,
5th Industrial Tribunal
& I/C of 2nd Industrial Tribunal
Kolkata