

I/383864/2023

Government of West Bengal
Labour Department
I.R. Branch

N.S. Building, 12th Floor
1, K.S. Roy Road, Kolkata - 700001

No. Labr/. 267 . . /(LC-IR)/

Date. 05/04/2023

ORDER

—
WHEREAS an industrial dispute existed between M/s. Jaybeeco, 23/2, Panchanan Tala Road, P.O. – Paschim Putiary, Kolkata - 700041 and workman Sri Brindaban Das, 55, Patuatola Lane, Kolkata - 700009 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 of Section 2A of the Industrial Dispute act, 1947 (14of 1947) to the Judge, Seventh Industrial Tribunal Specified for this purpose under this Department Notification No. 101-IR dated 2.2.12;

AND WHEREAS the Seventh Industrial Tribunal has submitted to the State Government its Award dated 23/03/2023 on the said Dispute vide memo no. 356 -L.T. dated 23/03/2023.

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,



Assistant Secretary
to the Government of West Bengal

I/383864/2023

(2)

No Labr/267/1(2) - IR

Dated 05/04/2023

Copy forwarded for information to:

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 356 -L.T. dated 23/03/2023.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

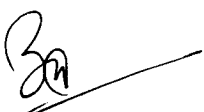
sdV
Assistant Secretary

No. Labr/267/2(5) - IR

Dated 05/04/2023

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

1. M/s. Jaybeeco, 23/2, Panchanan Tala Road, P.O. - Paschim Putiary, Kolkata - 700041.
2. Sri Brindaban Das, 55, Patuatola Lane, Kolkata - 700009.
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 Sr. Deputy, IT Cell, Labour Department, with the request to cast the Award in the Department's website.


Assistant Secretary

Before the 7th Industrial Tribunals, Kolkata

Case No. 09/2015

Under Section 2A(2) of the Industrial Disputes Act, 1947

**Present : Ms. Yogita Gaurisaria, Judge,
Seventh Industrial Tribunal, Kolkata**

**M/s. Jaybeeco
-VS-
Shri Brindaban Das**

A W A R D

DATED, 23/03/2023

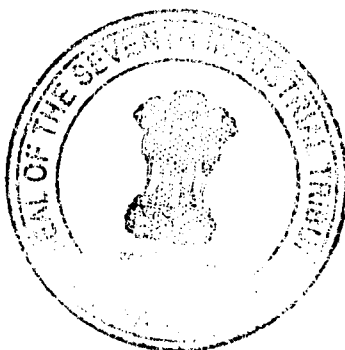
Today is fixed for passing order in respect of the joint petition for compromise dated 25.03.2022 filed by both the parties.

The case record is taken up for passing order.

Perused the joint compromise petition, Memorandum of Settlement, both dated 25.03.2022, petition U/s 2A (2) of the Industrial Disputes Act, 1947 (as amended) as well as evidence of the applicant Shri Brindaban Das (P.W.1) and Shri Jiban Kumar Banerjee (O.P.W.1), authorized representative of the Company and also one of the partners of the Jaybeeco Company, so adduced in support of said compromise petition and also Exbt. F (authorization letter dated 25.03.2022) and Exbt. G, money receipt of Rs. 10,000/- dated 03.03.2023.

It appears from the evidence of P.W.1 and O.P.W.1 that the matter in dispute has already been settled in between the parties in terms of Memorandum of Settlement dated 25.03.2022, as mentioned in the compromise petition dated 25.03.2022. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over a cash of Rs. 10,000/- (Ten thousand) only to the applicant as settled amount, original money receipt dated 03.03.2023 of the said cash amount has also been filed with the compromise petition and the applicant (P.W.1) has no grievance against the O.P./Company at present. Considered.

Contd.....P/2



(2)

The joint compromise petition and Memorandum of Settlement both dated 25.03.2022 have duly been signed by the applicant, Shri Brindaban Das (P.W.1) and Shri Jiban Kumar Banerjee (O.P.W.1), on behalf of the O.P./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

O r d e r e d

That the joint compromise petition dated 25.03.2022 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 25.03.2022. The joint petition of compromise and Memorandum of Settlement, both dated 25.03.2022 , 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/-
(Yogita Gaurisaria)
Judge
7th Industrial Tribunal
Kolkata
23.03.2023

Judge
Seventh Industrial Tribunal



employer employee relationship between them. The opposite party relied its attendance register and salary register. The opposite party submitted that the applicant is not entitled to get any relief as he claimed for.

5. TERMS OF SETTLEMENT:

That the parties intended to settle the matter to avoid continuity of litigations and came to a settlement which terms and conditions is as follows:

A. That the opposite party will pay Rs. 10,000/- in cash to the applicant as settlement amount without prejudice to its rights and contentions to rely the statement made in its written statement.

B. That the applicant will receive the said amount i.e. Rs. 10,000/ in cash as his full and final settlement amount without pursuing his prayer made in his written statement before this Ld. Tribunal.

C. The applicant undertakes that after getting the said settled amount he will not claim any further money or employment whatsoever from the opposite party in future and all his claim is being settled by this settlement.

D. Both the parties being satisfied with the terms and conditions of the agreement have put their respective signature over the same at their own wish.

E. The parties of the dispute further agreed that they will approach the Ld. Tribunal to pass appropriate award in terms of this memorandum of settlement on the next date i.e. ~~03-03-2021~~: 25.3.2022

SIGNED THIS THE DAY OF

SIGNATURE OF THE REPESENTATIVES

OF THE MANAGEMENT: *Jibant Kumar Bhowmik, Partner*

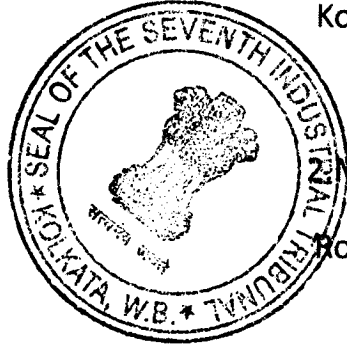
SIGNATURE OF THE REPRESENTATIVES

OF THE UNION/WORKERS/EMPLOYEES.:

Bimal Kumar M-

MEMORANDUM OF SETTLEMENT.

1.Name and address of the Parties: 1.Sri Brindaban Das, 55, Patuatola Lane,
Kolkata – 700 009.



.....Applicant.

M.S Jebico, 71, B. R. B. Bose Road, 5th Floor,
Room No. B- 534, Kolkata- 700 001.

.....Opposite Party.

2. Persons representing the management: Mr. Jiban Kumar Banerjee, One of the
Partners of the Firm.

3. Persons representing the Union/Workmen/ Employees
: Sri. Brindaban Das, Applicant.

4. Short Recital of the Case:

i. That the applicant raised one Industrial Dispute against the Company which has ultimately came before this Ld. Tribunal for adjudication.

ii. That the case of the applicant is that he was working in the aforesaid firm w.e.f. June 2014. The further case of the applicant is that he was illegally terminated from his service in the grab of refusal of employment w.e.f. 01.11.2014. His further case was that he was getting Rs. 7,000/- as his monthly salary. The applicant prayed for reinstatement with full back wages.

iii. The case of the management is that the name of the firm as mentioned in the written statement filed by the applicant is "Jebico" but the actual name of the firm is "Jaybeeco" though the address is same. The further case of the opposite party firm is that the applicant never worked in the said firm and there is/was no

Handwritten signature: Jiban Kumar Banerjee (Part 1)
Handwritten signature: Sri. Brindaban Das