

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

No. Labr/ 30 / (LC-IR)/ 22015(16)/6/2026

Date : 07-01-2026

ORDER

WHEREAS an industrial dispute existed between M/s Agilus Diagnostics Limited, 109A, Rash Behari Avenue, Kolkata – 700029 (formerly known as M/s. Super Religare Laboratories Ltd.) and its workman Sri Bibekananda Gayen, Vill. Sitagachi, P.O. & P.S. Mathurapur, Dist. 24 Parganas (S), Pin – 743354, regarding the issues, being a matter specified in the second schedule of the Industrial Dispute Act' 1947 (14 of 1947);

AND WHEREAS the 7th Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 31.12.2025 in Case No. 03 of 2016 on the said Industrial Dispute Vide e-mail dated 02.01.2026 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 **labour.wb.gov.in**

By order of the Governor,


Assistant Secretary

to the Government of West Bengal

No. Labr/ 30 /1(5)/(LC-IR)/ 22015(16)/6/2026

Date : 07-01-2026

Copy forwarded for information and necessary action to :-

1. M/s Agilus Diagnostics Limited, 109A, Rash Behari Avenue, Kolkata – 700029 (formerly known as M/s. Super Religare Laboratories Ltd.).
2. Sri Bibekananda Gayen, Vill. Sitagachi, P.O. & P.S. Mathurapur, Dist. 24 Parganas (S), Pin – 743354.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The OSD & EO Labour Commissioner, W.B., New Secretariat Building, 11th Floor, 1, Kiran Sankar Roy Road, Kolkata – 700001.
5. 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/ 30 /2(3)/(LC-IR)/ 22015(16)/6/2026

Date : 07-01-2026

Copy forwarded for information to :-

1. The Judge, 7th Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to e-mail dated 02.01.2026.
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 Seventh Industrial Tribunal, Kolkata,
West Bengal
New Secretariat Buildings, Kolkata

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

Case No. 03 of 2016

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

Sri Bibekananda Gayen,
Vill. Sitagachi, P.O. & P.S. Mathurapur,
Dist. 24 Parganas (S), Pin – 743354. **.....Applicant**

-Versus-

M/s Agilus Diagnostics Limited,
109A, , Rash Behari Avenue,
Kolkata – 700029
(formerly known as M/s. Super Religare Laboratories Ltd.)

.... Opposite Party

**This Award delivered on Wednesday, the 31st day of
December, 2025**

A W A R D

1. This case has been filed by the applicant/workman Sri Bibekananda Gayen under Section 2A(2) of the Industrial Disputes Act, 1947 against his employer M/s Super Religare Laboratories Limited in connection with illegal termination of service of the applicant with a prayer to reinstate him in service with full back wages and other consequential benefits. The said company is now known as Agilus Diagnostics Limited.

Case of the applicant

2. The case of the applicant is that the applicant was an employee of the O.P. and lastly worked at its laboratories presently situated at 109A, Rash Behari Avenue, Kolkata – 700 029. The applicant stated in his application that he was

appointed by Wockhardt Medical & Research Centre situated at 2/7, Sarat Bose Road, Kolkata – 700 020 by way of an appointment letter dated 13.05.1999 as Assistant Support Service – Pathology Technician in their Medical Centre/ Wockhardt Hospital & Kidney Institute on probation and being satisfied, the management of the said Company confirmed the applicant and the management was pleased to appreciate his performance vide their letter dated 15.06.2000 and thereafter his salary was revised from time to time and by its letter dated 03.06.2003, the company designated the applicant as Technician – Pathology and thereafter, he was again promoted as Senior Technician , Grade – E3' w.e.f. 1st January, 2007. He further stated that the management of the Medical Centre/Wockhardt Hospital & Kidney Institute was changed and the service of the applicant was transferred to Fortis Hospitals w.e.f. 18.12.2009 wherein it was clearly mentioned that the service of the applicant rendered in Wockhardt Hospitals will be counted as continuous service for the purpose of Gratuity under the payment of Gratuity Act, 1972 and there he rendered the service with honesty and without any blemish and being satisfied with his service, the new management also gave annual revision to the applicant for subsequent periods vide their letters dated 31.05.2010 and 15.04.2011. He furthermore stated that thereafter the management of the said laboratories was changed and the service of the applicant was transferred to Super Religare Laboratories and the new management issued another appointment letter dated 01.09.2011 informing him that his past service period will be counted for the purpose of gratuity and in his service he had given his best efforts that was appreciated by the management by revising the annual salary (CTC) of the applicant by their letter dated 31.05.2012, 01.04.2013, 01.07.2014. He further submitted that SRL Diagnostic (formerly known as Super Religare Laboratories Limited) is a global diagnostics network having so many

units across India including Kolkata maintained by the same management and one laboratory was situated at 111A, Rash Behari Avenue, Kolkata – 700 029 and they have a standing order of the management that in case of emergency, one unit/centre shall send the blood samples to other unit/centre of the Company for quick disposal of the blood testing report as per urgency of the patient parties. He further stated that on 01.08.2014, one of the old patients called the applicant over telephone to collect his blood and accordingly, the applicant went to the house of the patient party for collecting blood and he was directed to furnish the blood report in a short while i.e. within 12 noon which was not possible for him as the Laboratory Superior was supposed to come at 1.00 p.m. and for that he made a conference about the issue with his laboratory superior Dr. Maitrayee Banerjee who advised him to send the blood sample to the Salt Lake centre of the O.P./Company and accordingly, the applicant had done so, but due to break down of Bio-Chemistry Machine of Salt Lake Centre, he could not hand over the blood report to the said patient within time resulting which the said patient party created a chaotic situation at the Rash Behari Centre. Thereafter, he attended and performed his normal duties but on 13.08.2014, the Head of Centre handed over one letter dated 13.08.2014 to him informing that the Director of the Company has terminated his service with immediate effect which was false and baseless and in violation of principles of natural justice as he was not given an opportunity to make his defence, even the Company has not held any domestic enquiry or the management has not given any compensation. He further stated that he sent a letter dated 16.09.2014 to the higher management as well as local management requesting them to allow him to resume his duties. The same was not replied by the Company. The applicant was constrained to write letter dated 06.01.2015 to the Labour Commissioner, Govt of West Bengal seeking interference. On

the basis of the said letter, conciliation proceeding being no. 11/2015 was started and notices were sent by the Labour Commissioner. The Management vide letter dated 07.06.2015 submitted its written comments to the Labour Commissioner. He further stated that he by his letter dated 06.08.2015 replied each and every allegations of the Company before the Conciliation Officer and demanded justice for his illegal termination and several meetings were held at the conciliation level, but no fruitful result has come out due to adamant attitude of the management of the Company. He further stated that on and from the date of his termination, he is unemployed and could not secure any employment even after his best effort and his last drawn salary was Rs. 12,950/-. He prayed for reinstatement in service with effect from 13.08.2014 with full back wages and consequential benefits.

Case of the OP/Company

3. The OP/Company, after service of notice, entered appearance and filed written statement wherein they have denied each and every allegation brought against them. The OP/Company stated that the applicant was engaged by them as a Senior Technician in one of the laboratories of SRL Religare Diagnostic located at Rash Behari Avenue, Kolkata – 700 029 vide appointment letter dated 01.09.2011. The OP/Company further stated that clause 18 of Appointment Letter stipulates that the workman could be terminated from his service without any notice or notice period on following grounds-
 - (a) if the workman has committed any act of gross misconduct;
 - (b) if the workman has committed any serious breach or repeated or continued material breach of his employment;

(c) if the workman has been guilty of conduct tending to bring himself or the company/employer into disrepute;

(d) if the workman has been convicted of a criminal offence other than a road traffic offence for which he is not sentenced to a term of imprisonment, whether immediate or suspended;

The OP/Company further stated that during the course of his duty, the applicant committed an act of gross misconduct and by doing so, he brought disrepute to the Company. The OP/Company further stated that when the applicant was posted at the laboratory /pathology centre situated at Fortis Hospital and while being on duty, he took blood sample of one of the patients namely Mr. Amitava Banerjee on 01.08.2014 and the applicant assured the abovenamed patient that the needful would be done as per his request and the patient would be charged accordingly, but instead of sending the samples to the laboratory of the O.P., the applicant unauthorized with malafide intentions routed the samples to another collection centre instead of the centre of the OP where the applicant was posted and it was done by him with malafide intention and to make unlawful gain of the difference of the fee payable to collection centre. The said act of the applicant raises questions about the integrity of the application. The applicant has done the same in order to make wrongful gain himself and causing wrongful loss to the O.P. in terms of revenue and goodwill and for this, he is guilty of gross misconduct of moral turpitude, mischief and fraudulent act of such unauthorized blood test and receipt of money. They further stated that upon disclosure of such act of gross misconduct on the part of the applicant, the management of the O.P. had sought explanation from the application for such fraudulent act and misconduct and in reply, the application tendered his apology by sending an e-mail dated August 13, 2014 regarding his misconduct and in

the aforesaid circumstances the management of the O.P. vide their letter dated August, 13 2014 terminated him from his service and in the circumstances, the OP/Company has prayed for an order to reject the instant case.

ISSUES

4. Considering the pleadings of both the parties, the following issues are framed for proper adjudication of this case :-

ISSUES

- 1. Whether the termination of the applicant w.e.f. 13.08.2014 by the Opposite Party/Company is justified ?
- 2. Is the said employee guilty of gross misconduct during his employment?
- 3. What relief, if any, is he entitled to ?

5. **EVIDENCES**

(i) Evidences for the Applicant/Workman

In support of his case, the applicant Bibekananda Gayen examined himself as PW-1 and was cross-examined.

The following documents were marked as Exhibits on his behalf—

<u>Serial</u> <u>No.</u>	<u>Description</u>	<u>Exhibit</u> <u>No.</u>
1.	Photocopy of Appointment letter dated 13.05.1999	Exbt.-1
2.	Photocopy of letter dated 15.06.2000	Exbt.-1/1
3.	Photocopy of letter dated 30.01.2001	Exbt.-1/2
4.	Photocopy of letter dated 24.04.2002	Exbt.-1/3
5.	Photocopy of letter dated 03.06.2003	Exbt.-1/4

6.	Photocopy of letter dated 29.04.2004	Exbt.-1/5
7	Photocopy of letter dated 25.04.2005	Exbt.-1/6
8	Photocopy of letter dated 10.06.2006	Exbt.-1/7
9	Photocopy of letter dated 10.07.2007	Exbt.-1/8
10	Photocopy of letter dated 23.04.2008	Exbt.-1/9
11	Photocopy of letter dated 18.12.2009	Exbt.1/10
12	Photocopy of letter dated 31.05.2010	Exbt.1/11
13	Photocopy of letter dated 15.04.2011	Exbt.1/12
14	Photocopy of letter dated 01.09.2011	Exbt.1/13
15	Photocopy of letter dated 31.05.2012	Exbt.1/14
16	Photocopy of letter dated 01.04.2013	Exbt.1/15
17	Photocopy of letter dated 01.07.2014	Exbt.1/16
18	Photocopy of letter dated 13.08.2014	Exbt.1/17
19	Photocopy of letter dated 16.09.2014	Exbt.1/18
20	Photocopy of notice of Labour Commissioner dated 13.10.2015	Exbt.1/19
21	Photocopy of reply of company dated 07.06.2015 to the Labour Commissioner	Exbt.1/20
22	Photocopy of reply of the applicant to the Asstt. Labour Commissioner dated 06.08.2015	Exbt.1/21

(ii) Evidences for the OP/Company

In support of OP/Company case, the following were examined on behalf of the OP/Company

- (a). Sri Prosenjit Dey, Manager HRD at SRL as OPW-1
- (b) Omveer Singh, Sr. Manager, HR at SRL as OPW-2
- (c) Tarun Kumar Bhandary, Section Technical Manager, SRL as OPW-3

The following documents were marked as Exhibits on behalf of OP/Company—

<u>Serial No.</u>	<u>Description</u>	<u>Exhibit No.</u>
1.	Letter of further authorization dated 08.06.2018	Exbt.-A
2	Signature on Exhibit A	Exbt-A/1
3	Letter of appointment dated 01.09.2011	Exbt-B
4	Application by applicant to Company	Exbt-C
5	Email sent by applicant on 13.08.2014	Exbt-D (with obj)
6	Letter of the O.P./Company dated 13.08.2014	Exbt-E
7	Laboratory Report	Exbt-F
8	Certified true copy of resolution passed by Board of Directors dated 29.09.2018	Exbt-G
9	Authority letter dated 17.12.2018	Exbt-G/1
10	Authority letter dated 12.12.2019	Exbt-H

6. The Ld. Advocate for the applicant as well as OP/Company filed written notes of arguments in support of their respective case.

The Ld. Advocate for the applicant relied on the following citations in support of the case of the applicant –

1. Judgment reported in **AIR 1961 SC 1070 (3JJ)** (Jagdish Prasada Saxena vs State Bharat)

DECISION WITH REASONS

7. All the issues are taken up altogether for the sake of brevity convenience and proper adjudication of the instant case.
8. It is undisputed that the OP/Company has its office at 109A, Rashbehari Avenue, Kolkata-700029 which is within the territorial jurisdiction of this Tribunal. I further find there is

no pleading of the OP/Company that the applicant herein is not a workman. Also that, the OP did not dispute the assertion of the applicant that he is a workman. The applicant was engaged as Senior Technician. This Tribunal has no hesitation to hold that the applicant is a workman within the definition of 'workman' under section 2(s) of the Industrial Disputes Act, 1947.

The instant case is as such maintainable before this Tribunal.

9. Now, let me move to another point i.e whether the termination of applicant/workman by the OP/Company is justified.

The OP/Company relied on documents marked as Exbt-C & Exbt-D to establish the gross misconduct on the part of the applicant/workman leading to straightaway termination of service of applicant/workman. The OP/Company further stressed upon Exbt-F to demonstrate that the required machine was working on the date 01.08.2014 inasmuch as the report was generated of another patient on the self same date.

Exbt-D is alleged email of applicant/workman which has been so marked as Exhibit with objection of applicant/workman.

The bone of contention of OP/company is that the applicant/workman himself has confessed his guilt vide Exbt-C and Exbt-D.

It crystallizes from Exbt-C that the same is rather an explanation of the conduct of the applicant/workman and is in no way confession of any guilt on his part. On closer scrutiny of these, there appears no malafidness on the part of the applicant/workman. It appears that the applicant/workman instead of depositing blood sample at one branch of same SRL company deposited it in another branch of the

same company SRL. The OP/Company failed to prove any financial loss caused to the OP/Company arising from the said conduct of the applicant/workman. The OP/Company tried to disprove the plea of the applicant/workman through Exbt-F that the machine at rashbehari center of the company was working. On perusal of Exbt-F it appears that the sample was deposited with the said Rashbehari branch at 18:12 hour and reported at 18:51 hours. The same fails to establish whether the said machine was working during the daytime. Exbt-C rather explains the conduct of the applicant/workman and seems to be bonafide. This is in no way gross misconduct on part of applicant/workman. The OP/Company also failed to prove before this Tribunal that the said act of applicant brought any disrepute to the OP/Company. No such complaint of any aggrieved patient has been placed on record before this Tribunal to substantiate the stand of OP/Company as to disrepute as alleged by the OP/Company in its written statement before this Tribunal.

The Hon'ble Apex Court in the judgment reported in AIR 1961 SC 1070, as relied by the applicant/workman, interalia held-

“...In such a case, even if the applicant had made some statements which amounted to admission, it is open to doubt whether he could be removed from service on the strength of the said alleged admissions without holding the formal as required by the rules. But apart from this consideration, if the statements made by the applicant do not amount to a clear or unambiguous admission of his guilt, failure to hold a formal enquiry would certainly constitute a serious infirmity in the order of dismissal passed against him....”

In view of the above and the settled law, I have no hesitation to hold that the Exbt-C and Exbt-D do not

establish gross misconduct on part of the applicant/employee as alleged by the OP/Company. The holding of domestic enquiry was necessary on part of OP/Company before terminating his service.

The service of the applicant/workman has been terminated by the OP/Company without issue of any show cause notice and without holding any domestic enquiry.

10. This Tribunal finds that the OP/company has not conducted any domestic enquiry which is reflected from above Exhibits as well as deposition of witnesses. The mandate of Sec. 25F / Sec. 25N of the said Act has also not been complied with by the OP/Company.

The stand of the OP/Company of the said action is covered under clause 18 of the appointment letter (i.e Exbt-B) does not hold water in view of sec. 2(oo) of the said Act and the action of the management amounts to retrenchment of the service of the applicant/ workman under section 2(oo) of the said Act.

The termination of services of the applicant/ workman vide letter dated 13.08.2014 (Exbt-E/ Exbt-1/17) falls within the definition of retrenchment as laid under section 2(oo) of the said Act, 1947 and does not fall within the exceptions as provided under section 2(oo) of the said Act and is illegal termination of the service of the applicant/ workman since the OP/Company did not comply the statutory conditions precedent to retrenchment as laid down under section 25F or 25N of the said Act, 1947 being compulsory obligation on the company and the said retrenchment is illegal retrenchment.

11. In view of the aforesaid facts and circumstances and the settled position of the law , this Tribunal finds that the applicant/ workman has been able to prove his case by

cogent and consistent evidence that his alleged termination vide letter dated 13.08.2014(Exbt-E/ Exbt-1/17) is bad, illegal and unjustified and is liable to be set aside and that the applicant/Workman is entitled to reinstatement with full back wages alongwith consequential reliefs and the services of the applicant/ workman be deemed to be continuous service without any break.

The applicant/workman is entitled to all back wages alongwith consequential benefits including the benefit of revised wages or salary if during the period there is revision of pay-scales with yearly increment, revised dearness allowance or variable dearness allowance Back wages should be calculated as if the applicant/workman continued in service uninterrupted. He is also entitled to leave encashment and bonus if other workmen in the same category were paid the same. The applicant/workman has been unlawfully kept out of service, therefore it is just that the OP/Company shall pay all the arrears as calculated according to the directions herein given with 10% interest from the date the amount became due and payable till realisation.

The Issue nos. 1, 2 & 3 stands decided accordingly in favour of the applicant/workman

Hence, it is

ORDERED

that the instant case being No. 03/2016 u/s. 2A(2) of the Industrial Disputes Act, 1947 be and the same is allowed on contest but without any order as to costs against the OP/Company. The letter dated 13.08.2014 (Exbt-E/ Exbt-1/17) is set aside being bad, illegal and unjustified.

The applicant/ workman is entitled to be reinstated in service with effect from 13.08.2014 with full back wages alongwith all other consequential benefits thereto arising out of such reinstatement and continuity of service and the service of the applicant/ workman shall be deemed to be continuous service without any break.

The OP/Company is directed to pay full back wages alongwith all other consequential benefits thereto arising out of such reinstatement till the date of reinstatement and also other benefits being paid to other workman/ workmen under various beneficial, welfare and/or benevolent schemes of the OP/company. The OP/Company is further directed to ensure that the applicant/ workman is not deprived of the annual increments which fell due from time to time since 05.11.2017.

The OP/Company is also directed to pay all the dues and outstanding as directed by this Tribunal with interest @ 10% per annum within thirty days from the date of this order.

The aforesaid is the Award of this Tribunal passed in this instant case no. 03/2016 u/s. 2A(2) of the Industrial Disputes Act, 1947.

The case no. 03/2016 u/s. 2A(2) stands disposed of on contest.

Let copy of this Award be sent to the appropriate authority(ies) as envisaged under the law.

Dictated & corrected by me.

Judge

(Yogita Gaurisaria)
Judge
7th Industrial Tribunal
Kolkata
31.12.2025