

1/452551/2023

Government of West Bengal  
Labour Department  
I.R. Branch

N.S. Building, 12<sup>th</sup> Floor  
1, K.S. Roy Road, Kolkata - 700001

No. Labr/. <sup>996</sup>/(LC-IR)/11L-32/2016 Date: <sup>07.11</sup>.....2023

**ORDER**

WHEREAS an industrial dispute existed between M/s. Ramkanai Scan Centre, P-18 B, Raja Raj Krishna Street, S.O. Beadon Street, Kolkata - 700006 and workman Sri Kamal Das, S/o Late Hitendra Kumar Das, 50, Udaypur, 2<sup>nd</sup> Lane, P.O. Nimta, Kolkata - 700049 regarding the issues being a matter specified in the Second schedule of the Industrial Dispute act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application directly under sub-section 2 of Section 2A of the Industrial Dispute act, 1947 (14 of 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 11/10/2023 in case No. 15/2016/2A (2) on the said Dispute vide memo no. 1337 -L.T. dated 17/10/2023.

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,

<sup>Sdt</sup>  
Assistant Secretary  
to the Government of West Bengal



1/452551/2023

(2)

No Labr/<sup>996</sup>...../1(2) - IR<sup>07-11</sup>  
Dated .....2023

Copy forwarded for information to:

1. The Judge, Seventh Industrial Tribunal, N.S. Building, 3<sup>rd</sup> Floor, 1, K.S. Roy Road, Kolkata - 700001 with reference to his Memo No. 1337 -L.T. dated 17/10/2023.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

No. Labr/<sup>996</sup>...../2(5) - IR<sup>07-11</sup>  
Dated .....2023  
Assistant Secretary

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

1. M/s. Ramkanai Scan Centre, P-18 B, Raja Raj Krishna Street, S.O. Beadon Street, Kolkata - 700006.
2. Sri Kamal Das, S/o Late Hitendra Kumar Das, 50, Udaypur, 2<sup>nd</sup> Lane, P.O. Nimta, Kolkata - 700049.
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 (11<sup>th</sup> Floor), 1, Kiran Sankar Roy Road, Kolkata - 700001.
5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

H.A.(IT)  
09/11/2023

Dipankar  
KS  
09/11/2023

Assistant Secretary



Before the 7<sup>th</sup> Industrial Tribunals, Kolkata

Case No. 15/2016

Under Section 10(1B)(d) of the Industrial Disputes Act, 1947

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

Sri Kamal Das, S/o Late Hitendra Kumar Das, residing at 50, Udaypur, 2<sup>nd</sup> Lane, P.O. Nimta, Kolkata – 700 049..... Applicant/workman

Vs.

M/s. Ramkanai Scan Centre, at P-18 B, Raja Raj Krishna Street, S.O. Beadon Street, Kolkata , - 700 006 ..... O.P./Company

A W A R D

DATED, 11/10/2023

Today is fixed for passing order in respect of the joint petition for compromise dated 10.10.2023, filed by both the parties.

The case record is taken up for passing order.

Perused the joint compromise petition, Memorandum of Settlement (Exbt. A), both dated 10.10.2023 , petition U/s 10(1B)(d) of the Industrial Disputes Act, 1947 ( as amended) as well as evidence of the applicant Sri Kamal Das (P.W.1) and Dr. Santanu Pal, (O.P.W.1), Proprietor of the Company namely M/s. Ramkanai Scan Centre, so adduced in support of said compromise petition and Exhibits.

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 10.10.2023 , as mentioned in the compromise petition dated 10.10.2023. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the O.P. has issued one demand draft being no. 140939 dated 05.10.2023 drawn on Central Bank of India, SSB Kolkata of Rs. 2,20,000/- ( Two lakh twenty thousand ) only from M/s Ramkanai Scan Centre only and handed over the same to the applicant as full and final settled amount and the applicant (P.W.1) has no grievance against the O.P. at present. Considered.



Contd.....P/2



(2)

The joint compromise petition and Memorandum of Settlement both dated 10.10.2023 have duly been signed by the applicant, Sri Kamal Das (P.W.1) and Dr. Santanu Pal (O.P.W.1) representing on behalf of the O.P. 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

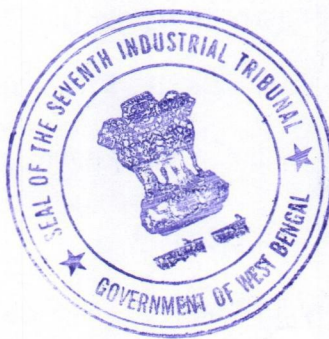
That the joint compromise petition dated 10.10.2023 is allowed and accordingly, the proceedings under Section 10(1B)(d) of the Industrial Disputes Act, 1947, as amended, be and the same is disposed of in terms of the Memorandum of Settlement dated 10.10.2023. The joint petition of compromise and Memorandum of Settlement, both dated 10.10.2023, 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.

*scd/*  
Judge  
Seventh Industrial Tribunal



*scd/*  
(Yogita Gaurisaria)  
Judge  
7<sup>th</sup> Industrial Tribunal  
Kolkata  
11.10.2023  
Judge  
Seventh Industrial Tribunal



## MEMORANDUM OF SETTLEMENT

- 1] Name and address of the Parties : (a) M/s. Ramkanai Scan Centre  
P-188, Raja Raj Krishna Street  
Kolkata - 700 006  
(b) Sri Kamal Das  
50, Udaypur 2<sup>nd</sup>. Lane P.O. Nimta  
Kolkata - 700 049.
- 2] Name of the person representing the employer : Dr. Santanu Pal, Proprietor
- 3] Name of the persons representing the employee : Sri Kamal Das
- 4] Short recital of the case :

Sri Kamal Das was engaged temporarily in the marketing activities for promotion of sales as and when necessary on behalf of the company. He has voluntarily left the company after taking all his dues till September, 2013. Sri Kamal Das by his letter dated claimed his outstanding dues from the company. Thereafter Sri Kamal Das filed an application before the learned Seventh Industrial Tribunal, West Bengal on 28.03.2016 under section 10(1-B)(d) of the Industrial Disputes Act, 1947 claiming his reinstatement with full back wages and the said dispute registered as Case No. 15/10(1-B)(d)/2016. The opposite party company is contesting the case on the ground that there is no employer and employee relationship by and between the employer and Sri Kamal Das. During the course of hearing the parties concerned started negotiation at bi-partite level and after protracted negotiation the matter has been settled amicably by and between the parties on the following terms and conditions:-

- 5] Terms of settlement :
- (a) It is agreed by and between the parties that the workman concerned Sri Kamal Das has accepted his termination from the service of the company.
- (b) It is also agreed by and between the parties that the company will pay a sum of Rs. 2,20,000/- (Rupees Two Lakhs twenty thousand) only to the workman as full and final settlement of all his dues.
- (c) It is also agreed by and between the parties that the above said amount will be paid to the workman by Demand Draft.

Kamal Das

Santanu Pal



- (d) It is agreed by and between the parties that the workman will not proceed with the Case being No. 15/10(1-B)(d)/2016 and both the parties will file a joint application before the learned Seventh Industrial Tribunal, West Bengal for passing an award in view of the Memorandum of settlement.
- (e) It is further agreed that by the aforesaid terms of settlement all the claims and grievances of the workman is fully and finally settled. The workman concerned shall not claim any further or other monetary benefits from the employer in any form or manner of whatsoever in nature including reinstatement in service in future.

Kamal Das  
For the company  
10/10/2023

Santann Paul  
For the employee

Copy to :-

- (1). Assistant Secretary, Govt. of West Bengal,  
Labour Department, New Secretariat Buildings,  
Kolkata - 700 001.
- (2). Labour Commissioner, Govt. of West Bengal, New  
Secretariat Buildings, 11<sup>th</sup>. Floor, Kolkata - 700 001.



R E C E I P T dated 10.10.2023

Received a sum of Rs. 2,20,000/- (Rupees Two lakhs twenty thousand) only From M/s. Ramkanai Scan Centre, P-188, Raja Raj Krishna Street, Kolkata - 700 006 by Demand Draft being No. 140939 dated 05.10.2023 drawn on Central Bank of India, as full and final settlement of all my dues as per Memorandum of Settlement dated 10.10.2023.

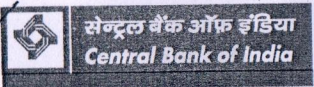
(Sri Sri Kamal Das)

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ह.न.क्र.

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S.S. Nos.

AUTHORISED SIGNATORIES

Please sign above

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