

1/452626/2023

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

No. Labr / . 997 / (LC-IR)/22021/1/2021 Date: . 07/11/. 2023.

ORDER

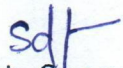
WHEREAS under the Government of West Bengal, Labour Department Order No. Labr/1071/(LC-IR)/22021/1/2021 dated 05.12.2022 the Industrial Dispute between M/s. Vikrant Forge Pvt. Ltd., Delhi Road, N.H. 2, P.O. Dankuni, Hooghly, Pin - 711224 and its workman Sri Ashutosh Saha, S/o Sri Sarat Chandra Saha, 84, Sonar Bangla D.P. Nagar, Belgharia, Kolkata - 700056 regarding the issue mentioned in the said order, being a matter specified in the Second / Third Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Third Industrial Tribunal, West Bengal.

AND WHEREAS the Third Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 17/10/2023 in case no. 42/2022 u/s 10 on the said Industrial Dispute vide memo no. 1347- L.T. dated - 17/10/2023.

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,


Assistant Secretary
to the Government of West Bengal

I/452626/2023

(2)

No. Labr/. 997 . . /(LC-IR) Date: . . . 07/11 . . /2023.

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

1. M/s. Vikrant Forge Pvt. Ltd., Delhi Road, N.H. 2, P.O. Dankuni, Hooghly, Pin - 711224.
2. Sri Ashutosh Saha, S/o Sri Sarat Chandra Saha, 84, Sonar Bangla D.P. Nagar, Belgharia, Kolkata - 700056.
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 Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.


Assistant Secretary

No. Labr/ 997 . . /(LC-IR) Date: . . . 07/11 . . /2023.

Copy forwarded for information to:

1. The Judge, Third Industrial Tribunal, West Bengal with reference to his Memo No. 1347- L.T. dated - 17/10/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Assistant Secretary

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09/11/2023

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09.11.2023

**IN THE THIRD INDUSTRIAL TRIBUNAL,
NEW SECRETARIAT BUILDINGS, KOLKATA-700 001**

Case No. 42/2022 u/s 10

Present: Sri Mihir Kumar Mondal

Judge, 3rd Industrial Tribunal

Kolkata

A W A R D

Dated: 17th October, 2023

The Government of West Bengal, Labour Department has referred an Industrial Dispute between M/s. Vikrant Forge Pvt. Ltd., Delhi Road, N.H. 2, P.O. Dankuni, Hooghly, Pin-711224 and its Workman Sri Ashutosh Saha, S/o Sri Sarat Chandra Saha, 84, Sonar Bangla D.P. Nagar, Belgharia, Kolkata-700056 to this Tribunal vide G.O. No. Labr./1071/(LC-IR)/22021/1/2021 dated 05.12.2022 on the following issue(s) for adjudication:

I S S U E S

- 1) Whether the termination of service of the workman Shri Ashutosh Saha w.e.f. 01.12.2020 by the management of M/s. Vikrant Forge Pvt. Ltd. was justified?
- 2) What relief is the workman entitled to?

On receiving the 'Order' of the appropriate Government containing 'Reference of Disputes', this Tribunal on 08.12.2022 by its Order No. 1 issued Notice upon both the parties. On receiving notice Sri Ashutosh Saha appeared through Ld. Advocate Sri Soumitra Saha by filing Letter of Authority and on the same date, M/s. Vikrant Forge Pvt. Ltd. entered their appearance through Ld. Advocate Sri Sushil Kumar Karmakar by filing Vakalatnama. Subsequently, the workman and the Company submitted their respective Written Statement.

M/s. Vikrant Forge Pvt. Ltd. has contested this case by filing Written Statement. M/s. Vikrant Forge Pvt. Ltd. (hereinafter referred to as the 'Company') by its Written Statement has denied all the material allegations leveled against it by the Workman by his Written Statement dated 09.02.2023. The Company has claimed that the 'Reference' is not maintainable since the same is suffering from infirmity and non application of mind. It has been mentioned in the Written Statement that the workman Ashutosh Saha was appointed as production staff (Heat Treatment Shop) in terms of his appointment letter dated 12.12.1998 and he was entrusted with the job of production and thus, he had to devote his time attentively to protect the interest of the Company and there was a condition precedent that he would not engage himself in any activity which might jeopardize the interests of the Company but unfortunately, the workman Ashutosh Saha was very much conspicuous by his act of indiscipline. It has been mentioned in the Written Statement that the workman Ashutosh Saha was in the habit of committing all sorts of irregularities and to violate the rules and regulations of the Company and also the system of production process indulging in various wrongful acts causing harm to the interest of the Company. It has been mentioned that on 18.02.2020, the management received a complaint against the workman Ashutosh Saha to the effect that contract worker Ganesh Prasad Verma had been instructed by Ashutosh Saha not to work for extra hours and also not to work diligently.

Moreover, it was mentioned in the complaint that Ashutosh Saha threatened the said contract worker with dire consequences. There was allegation against Ashutosh Saha that he created a confusion within the factory premises to stop overtime work by other employees. In view of all those situations, the management of the Company compelled him to suspend vide letter dated 18.02.2020. There were various developments over the issuance of the suspension letter to the workman Ashutosh Saha. The suspended workman Ashutosh Saha raised an industrial dispute before the office of the Joint Labour Commissioner, Serampore. It has been mentioned that the workman Ashutosh Saha did not participate in the process of discussion and/or enquiry and also he did not cooperate with the management. The Company by its Written Statement has prayed for passing an award dismissing the claim of the applicant.

The case of the workman, in a nutshell, is that he has been working under the Company M/s. Vikrant Forge Pvt. Ltd. on and from 04.11.1998 although the Company M/s. Vikrant Forge Pvt. Ltd. issued appointment letter no. VW/HRD/98-99 dated 12.12.1998 appointing him as a production staff (Heat Treatment Shop) on probation for a period of six months. It has been mentioned in the Written Statement that by letter no. VW/HRD/99-00/2040 dated 16.09.1999 the Company confirmed the service of the workman and he was re-designated as Operator (Heat Treatment Shop). It has been mentioned that since beginning he had been attending duties sincerely, diligently, honestly and with the utmost satisfaction of the management. It has been mentioned that M/s. Vikrant Forge Pvt. Ltd. was registered under the Companies Act, 1956 and it was a profitable concern but the Company had no regard to the laws of the land and the same used to indulge unfair labour practice and also used to victimize the poor workmen. It is mentioned that with some oblique motive the management of the Company sent the letter dated 18.02.2020 to the workman and brought some baseless allegations against him. It is mentioned that he denied all the allegations leveled against him by the Company by letter dated 18.02.2020. It is mentioned that he, by letter dated 04.03.2020 raised the industrial dispute before the Deputy Labour Commissioner, Serampore in the perspective of illegal suspension. It has been mentioned that during conciliation proceeding the Company suddenly by letter no. VFPL/ASHUTOSH/20-21/067 dated 25.11.2020 terminating his service of the Company. Accordingly, he prayed for passing an award holding that the termination of his service by the management of the Company is bad, unjustified and illegal and to pass necessary order directing the Company to reinstate him in the service with full back wages and other consequential relief.

After submission of Written Statements and list of documents by the parties, exchange of documents took place. Thereafter, the matter was fixed for hearing on merit.

During evidence stage, the 'Workman' examined himself as PW1 and he was cross-examined in part by the Company and his cross examination was deferred lastly on 28.08.2023. While the cross examination of PW1 was in deferred condition, a talk of settlement of the dispute amicably was started and subsequently, after much deliberation, finally both the parties have come to a consensus regarding settlement of dispute. Accordingly, on 12.10.2023, the parties to this case filed a joint petition along with a joint 'Memorandum of Settlement' with the prayer for accepting the said settlement and to dispose of this case in terms of joint 'Memorandum of Settlement'. One Mr. Sriram Goel, General Manager of M/s. Vikrant Forge Pvt. Ltd. on behalf of the Company was present to represent M/s. Vikrant Forge Pvt. Ltd. and

Sri Ashutosh Saha was present before this Tribunal on 12.10.2023. Mr. Sriram Goel and Mr. Ashutosh Saha were joint signatories on the joint petition and joint 'Memorandum of Settlement'. According to the 'Memorandum of Settlement' the Company has agreed to pay Rs.1,60,568/- by way of two Demand Drafts dated 26.09.2023 bearing number 457360 dated 26.09.2023 amounting to Rs.1,50,000/- and number 457364 dated 05.10.2023 amounting to Rs.10,568/- to Sri Ashutosh Saha against full satisfaction of his claim.

In the perspective of such joint petition and joint Memorandum of Settlement, the cross examination of PW1 Ashutosh Saha was resumed on 12.10.2023 and his cross examination was concluded by the Company and discharged.

Sriram Goel, General Manager of M/s. Vikrant Forge Pvt. Ltd. was examined-in-chief as OPW1 and his cross-examination was declined and discharged.

After completion of the evidence of this case, Sriram Goel, General Manager of M/s. Vikrant Forge Pvt. Ltd. handed over two numbers of Demand Drafts bearing number 457360 dated 26.09.2023 amounting to Rs.1,50,000/- and number 457364 dated 05.10.2023 amounting to Rs.10,568/- in the name of Sri Asutosh Saha against proper receipt.

Sri Ashutosh Saha openly before this Tribunal has stated that he spontaneously, voluntarily and without being influenced by any person or force has entered into amicable settlement of the Industrial Dispute and he put his signatures on the joint petition and joint 'Memorandum of Settlement'. He has submitted that he has received two numbers of Demand Drafts bearing number 457360 dated 26.09.2023 amounting to Rs.1,50,000/- and number 457364 dated 05.10.2023 amounting to Rs.10,568/- from the representative of M/s. Vikrant Forge Pvt. Ltd. in full settlement of his claim and he has expressed his satisfaction in the matter of amicable settlement of long pending Industrial Dispute.

On 12.10.2023, it was pointed out by the workman that two Demand Drafts show that those were meant for 'Asutosh Saha' whereas his name is appearing as 'Ashutosh Saha' in the record of this case. He submitted that in case of any difficulty in the matter of encashing those two demand drafts, he would have to contact with General Manager of the Company. Mr. Sriram Goel of General Manager of M/s. Vikrant Forge Pvt. Ltd. assured in open Court that in case of any difficulty in the matter of encashing those two demand draft, he would transfer the entire settlement amount to the Bank Account of workman by way of online transfer. In view of the such anticipated difficulty, this Tribunal fixed this date for passing settlement Award. Today the workman and Ld. Advocates of workman and the Company have turned up before this Tribunal and the workman has submitted a receipt declaring that he has received the settlement amount of Rs.1,60,568/- from the Company through online transfer and the said amount has been credited to his Savings Bank Account. In this changed situation, Ld. Advocate for the workman has prayed for taking evidence of the workman on recall. Accordingly, the PW1 has been examined in chief on recall and his cross examination is declined and discharged.

Ld. Advocate for M/s. Vikrant Forge Pvt. Ltd. has prayed for passing Award on settlement of the Industrial Dispute amicably.

In view of greater interest of keeping industrial peace and good relationship between the Management and the workman, I accept the Memorandum of Settlement made by the parties to

this case jointly and thus, an order of Award is being passed over the same. The Memorandum of Settlement be made part of the Award in respect of industrial dispute raised.

In view of such amicable settlement of the dispute, there is no necessity of making discussion on the issues, so framed in the referral order to make appropriate decision. Accordingly, both the issues are disposed of in the light of joint Memorandum of Settlement.

Hence,

it is

Ordered

That the instant Industrial Dispute under the reference is settled in terms of joint Memorandum of Settlement.

According to the joint Memorandum of Settlement, Sri Ashutosh Saha is entitled to get Rs.1,60,568/-/- in full satisfaction of his claim of this case and he has already received that amount of Rs.1,60,568/- through online transfer at the credit of his Savings Bank Account by the Company M/s. Vikrant Forge Pvt. Ltd. in full satisfaction of his claim against proper receipt. He will have no further demand from M/s. Vikrant Forge Pvt. Ltd. in any manner whatsoever.

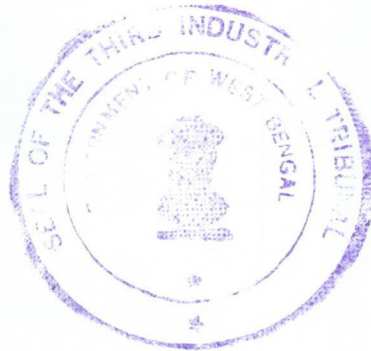
This is the settlement Award of this case passed by this Tribunal.

Copies of this Award be sent to the Labour Department, Government of West Bengal in accordance with usual norms and rules.

Dictated and corrected

Judge
Judge
3rd Industrial Tribunal
Govt. of West Bengal

Judge
Third Industrial Tribunal
Kolkata
17.10.2023
Judge
3rd Industrial Tribunal
Govt. of West Bengal



Filed by
Sandeep Kumar
Advocate 12/10/23
for the OP/Co
Advocate
for the workman
12/10/2023

**BEFORE THE LEARNED THIRD INDUSTRIAL TRIBUNAL,
WEST BENGAL**

Case No. 42/2022/10

In the matter of:

An alleged Industrial Dispute

-Between-

Sri Ashutosh Saha;

-Applicant

-And-

M/s. Vikrant Forge Pvt. Ltd.

- Opposite Party/Company

The humble joint petition on
behalf of the applicant and the
Opposite Party above named;

Most Respectfully **Sheweth:**

1. That during the pendency of the issues under reference referred by the Govt. of West Bengal under G.O. No. Labr/1071/(LC-IR)/22021/01/2021 dated 05.12.2022 by the applicant Sri Ashutosh Saha and the management of the Opposite party company started bi-partite discussion for an amicable settlement of the dispute outside the Tribunal.
2. That after protected discussion in an atmosphere of cordiality a memorandum of settlement has been arrived at between the parties on 12th October, 2023 and the terms and conditions of settlement have been incorporated therein. In terms of the said settlement the present case has been settled fully and finally.

VIKRANT FORGE PVT. LTD.

SR
Authorised Signatory

Ashutosh Saha.

(2)

A xerox copy of the said memorandum of settlement is annexed hereto and marked as Annexure – 'A'.

3. That the petition is made bonafide and for ends of justice.

In the circumstances it is therefore humbly prayed that the Ld. Tribunal may be graciously pleased to pass an award in terms of the joint petition of compromise by dint of said settlement dated 12th October, 2023 disposing the case and / or pass any other order or orders as Your Honour may deem fit and proper.

And for this act of kindness your petitioner as in duty bound shall ever pray.

For the Opposite Party / Company

VIKRANT FORGE PVT. LTD.

SRheal
Authorised Signatory

Ashubosh Saha

For the applicant

MEMORANDUM OF SETTLEMENT

1. Name of the Parties and addresses : M/s. Vikrant Forge Pvt. Ltd.
having its office at
Delhi Road, N.H. - 2
P.O. Dankuni,
Dist. - Hooghly,
Pin - 712311

AND

Its workman
Sri Ashutosh Saha,
84, Sonar Bangla,
D. P. Nagar, Belgharia,
Kolkata – 700 056

2. Representing the Company : Sri Ram Goel, General Manager
3. Representing the Workman : Sri Ashutosh Saha himself

SHORT RECITAL OF THE CASE

Sri Ashutosh Saha raised a dispute before the Jt. Labour Commissioner, Dankuni, Hooghly alleging retrenchment of his service by the management of the Company and thereafter a reference was made by the Govt. of West Bengal under G.O. No. Labr/1071/(LC-IR)/22021/1/2021 dated 05.12.2022 framing issues pertaining to the termination of service with scope of relief for adjudication of the dispute before the Ld. Third Industrial Tribunal, Kolkata. The said application has been registered as Case No. 42/2022/10. During the pendency of the said case before the Ld. Third Industrial Tribunal, the parties to the case started discussion for an amicable settlement of the matter. After protracted discussion and negotiation between the parties hereto a settlement has been mutually arrived at in an atmosphere of cordiality on the following terms and conditions:

TERMS OF SETTLEMENT

It is agreed by and between the parties hereto as follows:

- 5.1 That Sri Ashutosh Saha voluntarily accepts his termination of service as made in the order of termination dated 25.11.2020.
- 5.2 That Sri Ashutosh Saha is being paid herewith a sum of Rs. 1,60,568/- (Rs. One lac sixty thousand five hundred sixty-eight only) by bankers cheque No. 457360 dated 26th Sept. 2023 for Rs. 1,50,000/- and bankers cheque no.

VIKRANT FORGE PVT. LTD.

SR Goel
Authorised Signatory

Ashutosh Saha.

(2)

457364 dated 05th October, 2023 for Rs. 10,568/- both drawn on Indian Bank, Kolkata Mission Row Branch and he also agrees to receive the said sum in full and final settlement of all his claim and dues including the full amount of gratuity. Sri Ashutosh Saha shall not raise any further demand or dispute pertaining to employment or reinstatement or for any amount either statutory or otherwise, including salary, encashment of leave, notice pay, retrenchment compensation, gratuity and bonus etc. in respect of his services rendered with the company.

- 5.3 That Sri Ashutosh Saha agrees to grant receipt in token of having received the above sum of Rs. 1,60,568/- (Rupees One Lac sixty thousand five hundred sixty-eight only) in full and final settlement of his all dues and claim including the full amount of gratuity etc.
- 5.4 That on receipt of the said amount of Rs. 1,60,568/- (Rupees One Lac sixty thousand five hundred sixty-eight only) and by virtue of the settlement all the dispute / claims / grievances of Sri Ashutosh Saha against the Company stands settled fully and finally.
- 5.5 That Sri Ashutosh Saha and his legal heirs shall not make any claim either for reinstatement or re-employment or any kind of employment and gratuity or for any amount either statutory or otherwise against the company in any court of law, Tribunal, Labour Court or Controlling Authority or any other forum in future. No other amount either statutory or otherwise whatsoever in nature is due and payable to Sri Ashutosh Saha by the company.
- 5.6 That the parties agree to file a joint petition of compromise along with this Memorandum of Settlement before the Ld. Third Industrial Tribunal with a joint prayer to pass an award on the basis of this settlement.
- 5.7 This settles the disputes fully and finally.

IN WINESS HEREOF, the parties hereto put their signature on this the 12th day of October, 2023.

Representing the Company

VIKRANT FORGE PVT. LTD.

Witness:

SR Goel
Authorised Signatory

Ashutosh Saha
Ashutosh Saha, himself