

I/483269/2024

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/134/(LC-IR)/22015(16)/45/2023 Date: 08.02.2024.

**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. Labr/779/(LC-IR)/22015(16)/45/2023 dated 28/08/2023 the Industrial Dispute between Katwa-Kalna Co-Operative Agriculture & Rural Development Bank Ltd., K.G. Basu Sarani, P.O. – Katwa, Dist. Purba Bardhaman, Pin - 713130 and their workmen Katwa-Kalna Co-Operative A.R.D. Bank Employees Association, K.G. Basu Sarani, P.O. – Katwa, Dist. Purba Bardhaman, Pin - 713130 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, Ninth Industrial Tribunal, West Bengal.

AND WHEREAS the Ninth Industrial Tribunal, West Bengal, has submitted to the State Government its Award dated 25/01/2024 in Case No. 40/2023 u/s 10 on the said Industrial Dispute vide memo no. 09 - I.T. dated – 30.01.2024.

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,

Sdt

Assistant Secretary  
to the Government of West Bengal



483269/2024


-2-

No. Labr/134/1(5)/(LC-IR)

Date: 08.02. /2024.

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

1. Katwa-Kalna Co-Operative Agriculture & Rural Development Bank Ltd., K.G. Basu Sarani, P.O. – Katwa, Dist. Purba Bardhaman, Pin - 713130.
2. Katwa-Kalna Co-Operative A.R.D. Bank Employees Association, K.G. Basu Sarani, P.O. – Katwa, Dist. Purba Bardhaman, Pin - 713130.
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, 11<sup>th</sup> Floor, Kolkata- 700001.
- ✓ 5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

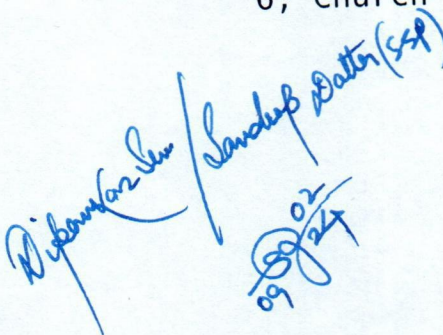
  
Assistant Secretary

No. Labr/134/2(2)/(LC-IR)

Date: 08.02. /2024.

Copy forwarded for information to:

1. The Judge, Ninth Industrial Tribunal, West Bengal, Durgapur, Administrative Building, City Centre, Pin - 713216 with reference to his Memo No. 09- I.T. dated - 30/01/2024.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

  
Assistant Secretary



IN THE MATTER OF INDUSTRIAL DISPUTE BETWEEN  
KATWA-KALNA CO-OPERATIVE AGRICULTURE & RURAL  
DEVELOPMENT BANK LTD., K.G BASU SARANI, P.O- KATWA,  
DIST.- PURBA BARDHAMAN, PIN-713130.

VS.

THEIR WORKMEN KATWA-KALNA CO-OPERATIVE A.R.D  
BANK EMPLOYEES ASSOCIATION, K.G BASU SARANI, P.O-  
KATWA, DIST.- PURBA BARDHAMAN, PIN-713 130.

Case No. 40/2023 U/s 10 of Industrial Disputes Act, 1947.

BEFORE THE JUDGE, NINTH INDUSTRIAL TRIBUNAL,  
DURGAPUR.

PRESENT-SRI SUJIT KUMAR MEHROTRA,

JUDGE, 9<sup>TH</sup> INDUSTRIAL TRIBUNAL

DURGAPUR.

APPEARANCE

For the Employees' Association :- Sri S.K.Panda & Mrs. Anima Maji.

For the O.P/Employer :-Mr. Suchandan Sen.

Date of Award : 25.01.2024.

The appropriate Govt. i.e the Govt. of W.B through its Asstt. Secretary vide order no Labr /779/ (LC-IR)/22015(16)/45/2023 dated 28.8.23 passed a reference order referring the industrial disputes between the parties, named herein above for adjudication on the following issues:-

- 1) Dearness allowance ,
- 2) Routine annual increment ,
- 3) Special increment after completion of 7 or 20 years of continuous service,
- 4) Casual leave, Earned leave, unauthorised leave and related provisions of deduction.
- 5) Leave encashment of balance leave.

*Sd/-*  
JUDGE  
NINTH INDUSTRIAL TRIBUNAL DURGAPUR  
GOVT. OF WEST BENGAL





After receiving the reference order, as mentioned herein above, this Tribunal registered the same as the impugned case U/S 10 of the Industrial Disputes Act (in short I.D. Act) and put notice to both the parties.

CR reveals that after receiving notice both the parties appeared through their respective ld. lawyer and contested the subject of referred issues by submitting their respective written statements in writing as well as by adducing oral and documentary evidence from their respective sides.

The employees' Association in its WS submitted through their Secretary Mr. Rajesh Ghosh averred that they are deprived from getting annual increment due to the whimsical and illegal decision of the Bank management since July, 2019. They also stated that as per Co-operative rules they are entitled to get annual increment in the pay scale accrued to an employee after he has completed one year of continuous service. There is no requirement of filing of any option form as directed by the management to file optional form in terms of its order dated 22.02.2019 which came into effect on and from 01.01.2019.

The Employees' Association in its WS further averred that such direction of the management of the Bank is not in conformity with the W.B Co-operative Society Act 2006 and Rules 2011 and same amounts to depriving an employee from getting annual increment after completion of one year of continuous service.

It has further been pleaded by the workman that the workman/employee who has completed continuous service of 7(seven) years and 20 years have not been paid with the special / additional increment by the management in gross violation of the service rules and accordingly, they prayed for adjudication and passing necessary order with respect to their annual as well as special / additional increment alongwith arrears.

On the other hand, the management of the concerned Bank represented through its Chief Executive Officer submitted its WS wherein





it categorically stated that in terms of the resolution of the Board of the Bank it has issued prescribed option Form to each of its employees regarding proposed change of their annual increment date. Accordingly 11(eleven) employees have given their consent to accept annual increment date w.e.f July, 2019, but these seven employees did not submit their Option Form.

In reply to the employees' claim of getting special/additional increment on the ground of their completing 7 years or 20 years of continuous service the management stated that the special increment is given only to those employees who are not promoted to the next grade within those period and in the cases where the employees have not been promoted to the next grade with higher scale with a notable change in basic pay and other benefits prior to mentioned period in that case only then the special increment was not considered.


CEO in his WS also stated that there is no Board of Directors in the Bank since September, 2021 and he would abide by the order of this Tribunal as may be passed in the impugned case.

### Argument from the side of the workman

During the course of argument it was argued by the ld. lawyer that it has clearly been proved from the oral evidence of the Secretary of the Employees' Association as well as from Rule 10(c) of the W.B. Co-operative Rules 2011 that the increment order dated 15.03.2019 of the Board of Directors of the Bank has got no binding force and accordingly, the employees of the Bank are not legally bound to submit their option form, as directed by the management of the Bank, and therefore, the Bank authority has no power to withheld their annual increment since the order 2019.

Ld. lawyer by taking me through the Service Rules 9 sub-rule (d) of the Service Rules of the Bank further submitted that the said rule categorically provides that an employee of the Bank shall be allowed one





additional increment on satisfactory completion of service for 7 years and another additional increment after 20 years of service but the management refused to pay the additional increment to some of the employee who have completed satisfactory 7 years and 20 years of continuous service with Bank and he prayed for passing an order directing the Bank authority to pay the same to the employee who are entitled to get the additional increment/special increment alongwith all the arrears.

In winding up his argument the ld. lawyer submitted that as the instant case has been initiated on the basis of the reference made by the appropriate Govt. i.e the Govt. of W.B., under the provisions of the I.D. Act, so this Tribunal has to adjudicate on the referred issues and cannot adjudicate on any issue which has not been referred by the appropriate Govt.

### Argument from the side of the Bank Management

Per contra, ld. lawyer submitted that as per the provisions of the W.B. Co-operative Societies Act, 2006 it is the Board of Directors of the Bank who are the competent authority to make rules and take decisions for management of the Bank as well as service condition of its employees and in exercise of such power they formulated the revised increment rules on 25.03.2019 w.e.f.01.01.2019 and in terms of such rules all the employees are bound to submit the option form.

He further argued that as presently there is no Board of Directors of the impugned Bank, so its CEO has no authority to take any decision but he would abide by the order of this Tribunal regarding the employees/workman's prayer for getting additional increment / special increment on their completion of 7 years and 20 years of continuous satisfactory service.

### Decision with reasons

In order to establish their pleading case the Employees' Association examined its Secretary Mr. Rajesh Ghosh on oath as P.W-1 on



their behalf. It also submitted the following documentary evidence from their side:



- 1) Copy of the office order dated 22.02.2019---Exbt.1,
- 2) Copy of the Increment Rules dated 15.03.2019---Exbt.2,
- 3) Show-cause notice dated 04.09.2019 namely, Susanta Ghosh—Exbt.3,
- 4) Reply of the show-cause notice dated 20.09.2019—Exbt.4,
- 5) Copy of the CEO's letter dated 10.09.20 addressed to Samarjit Ghosh --Exbt.5,
- 6) Copy of the office order dated 28.07.20 of pay slip of one of the employees Mr. Susanta Ghosh—Exbt.6,
- 7) Copy of the CEO's letter dated 23.09.20 addressed to one of the employees Mr. Samarjit Ghosh—Exbt.7,
- 8) Copy of the promotion order dated 04.08.20—Exbt.8.

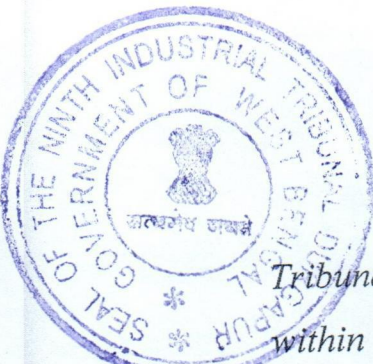
On the other hand, the management of the Bank examined its CEO Mr. Biplab Biswas as O.P.W-1 and produced the copy of the Service Rules of the employees which has been marked as Exbt. A from its side.

At the outset of my discussion it must be mentioned herein that admittedly the impugned Bank i.e Katwa-Kalna Co-operative Agricultural Rural Development Bank has been constituted and registered under the W.B Societies Act and the reference has been made by the Govt. of W.B U/S 10 of the I.D. Act for the adjudication on the referred issue to this Tribunal.

The Hon'ble Supreme Court in the case of *M/s. Oil and Natural Gas Commission Ltd. Vs. The President Oil Field Employees Association and ors.* Civil Appeal No. 1033 of 2022 in para no.14 clearly observed that the Tribunal constituted under the I.D.Act, could not go beyond the disputes which were referred to it.

The Hon'ble Supreme Court while making such observation duly considered its earlier decision of *Mukund Ltd. Vs. Mukund Officers' Association* (2004) 10 SCC 460 wherein it has been observed that the





Tribunal, being a creature of reference, cannot adjudicate matters not within the purview of dispute actually referred to it by the order of reference.

In other words, the Hon'ble Supreme Court clearly observed that as the Tribunal under the I.D. Act has been constituted to adjudicate on the resolution of industrial disputes between the workman and the management of the industry, so once a reference has been made the tribunal lacks jurisdiction to raise any question regarding its jurisdiction for adjudicating on the referred issue as well as from adjudicating any matter which has not been referred to it.

The Hon'ble Supreme Court in the case of **Hochtief Gammon Vs. Industrial Tribunal, Bhubaneswar, Orissa, AIR 1964 SC 1746; Pottery Mazdoor Panchayet Vs. Perfect Pottery Co. Ltd., AIR 1979 ; Mahendra Jain Vs. Indore Development Authority AIR 2005 SC 1252** observed that "undisputedly the Labour Court gets its jurisdiction from the reference and it is not like the Civil Court that any one court, which entertains every suit. The Labour Court cannot go beyond the terms of reference nor it can travel beyond the pleadings and arrogate the power to raise the issue which the parties to the reference are precluded to raise. The terms of reference determine the scope of the power and jurisdiction of the Labour Court from case to case. Whether certain points of disputes have been referred to Industrial Tribunal for adjudication it may, while dealing with the said points, deal with matters incidental thereto. However, such power cannot be exercised by the Court/Tribunal so as to enlarge materially the scope of reference itself for the reason that the Court/Tribunal derives its jurisdiction from the order of reference passed by the appropriate Govt."

From the relevant provisions of the I.D. Act i.e Sec.10, 10(1B)(d) and amended sec. of 2A of the I.D. Act it is evident that the jurisdiction of a tribunal under the I.D. Act can be invoked either by the appropriate Govt or by a concerned Workman/Workers' Union for adjudication of



industrial disputes between them. So far as ambit of the tribunal to adjudicate the industrial disputes referred by the appropriated Govt. U/S 10 of the I.D. Act, is concerned, the tribunal is left with no other option but to adjudicate on the referred issue and even if it lacks jurisdiction it cannot refuse to adjudicate on the referred issue citing the ground of lack of jurisdiction. That apart, the tribunal cannot refuse to adjudicate on the referred issue by citing the ground that the parties are having any other forum for adjudication of their disputes/industrial disputes of the referred issue.

That apart, the Hon'ble Supreme Court in the case of **Co-operative Central Bank vs. Additional Industrial Tribunal AIR 1970 SC 245** has been pleased to observe that the provisions of the Industrial Disputes Act, 1947 and the local Act relating to Co-operative Societies, as the present one is, that if a dispute is capable of decision by the Registrar under the provisions of Co-operative Societies Act, the same cannot be tried by an industrial tribunal and the Hon'ble Apex Court further recognised that two jurisdictions would be exclusive of each other and dispute relating to conditions of service of the workman could only be granted by Industrial Tribunal deal with industrial disputes and the Registrar of a Co-operative Society is not a competent authority to grant any relief.

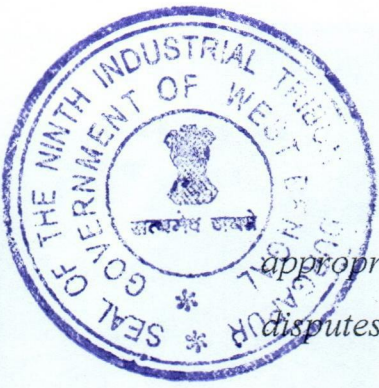
It further explained that the Co-operative Societies Act enacted by various state legislatures is a general one concerning Co-operative Societies but the Industrial Dispute Act, 1947 is a legislation for investigation and settlement of industrial dispute being a special enactment concerning industrial disputes but not other types of dispute and further observed that nature of dispute to be adjudicated under the Co-operative Societies Act is limited in scope and is not comprehensive enough to include industrial dispute as per Industrial Disputes Act, 1947.

So this Tribunal being the creature of the I.D. Act, 1947 and the instant case being a case instituted on the basis of reference made by the



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JUDGE  
NINTH INDUSTRIAL TRIBUNAL DURGAPUR  
GOVT. OF WEST BENGAL





appropriate Govt. U/S 10 of the I.D. Act, has to adjudicate the industrial disputes, as referred by the appropriate Govt.

**Issue Nos. 1,4 & 5:-**

Employees 'Association neither in its pleading nor during the course of hearing of the instant case nor during the course of argument stated anything regarding these issues.

Consequently, the same amounts to not pressing these issues. Therefore, there remains nothing for adjudication on these issues. Thus, these issues are disposed of accordingly.

**Issue No.2 :-**

It is the pleading case of the Employees Association that the management of its Bank illegally formulated the annual increment rules by which it directed the employees to submit their respective option form for fixing their annual increment dates on and from 2019. On the other hand, it the pleading case of the management of the Bank that the Board of Directors has the power to take decision and accordingly, it took the decision and made annual increment rules on 15.03.2019 w.e.f 01.01.2019.

Before considering merit of the case of the parties it would be wise to discuss about the general provisions of the W.B. Co-operative Societies Act, 2006 and Rules framed thereunder for management of a Co-operative Society.

Admittedly the Bank is co-operative society and Agricultural Rural Development Bank as defined in sub-sec.12 of Sec.4 of the Act, 2006. Sec. 32 provides that there shall be a Board of Directors for every co-operative society to manage its affairs and other paraphernalia for a person being a member of Board of Directors. Se. 28 of the Act,2006 provides that the final and ultimate authority of a co-operative society vests in the general body of its member. In other words, it is the general





body of a co-operative society which has got the ultimate power to control the management and affairs of a co-operative society.

Similarly, Sec.43 of the Act, 2006 provides that the board of a co-operative society has the power to create post of different categories of employees to assist the co-operative society in the performance of its duties and discharge of its function. However, in view of Sec.28 of the Act, 2006 such creation of post and appointment of employees by the Board of Directors of a society has to be ratified by the general body of the society and only thereafter their decision attains finality under the provisions of the Act, 2006.

Moreover, the provisions of the Act, 2006 also empower the co-operative society to formulate Bye-laws for management of its affair which includes appointment of its employees and their service condition. But the same should not be contrary either to the provisions of the Act, 2006 or the rules framed thereunder. Rule 106 of the W.B. co-operative society rules 2011 provides method of recruitment and condition of service of the officers and employees of co-operative society. Sub-Rule 10(c) of Rule 106 provides that "The annual increment in the pay scale shall accrue normally to an employee after he has completed one year of service in the pay scale, unless it is withheld for the reason of unsatisfactory performance of duties.

On bare reading of the said provisions it is clear that normally an employee is entitled to get annual increment after he completes one year's continuous service in the same pay scale. But the said rule does not restrict the power the Board of Directors or body of its co-operative society from making any rules and / or taking any resolution for uniform date for annual increment of its employees of different categories. Only rider is that the annual increment of an employee cannot be withheld for any reason other than the reason of unsatisfactory performance of duties.

Since it is not the pleading case of any parties that the annual increment of some of the members of the Employees' Association for the

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NINTH INDUSTRIAL TRIBUNAL DURGAPUR  
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year 2019 was withheld not for the reason of their unsatisfactory performance of duties, so I find no reason to interpret the term unsatisfactory performance of duties".

Only grievance of the members of the Employees' Association who preferred the instant reference is that the Board of Directors of the Bank do not have the power to ask for submission of optional form in terms of the Exbt.2.

In my considered view, the employees' such contention is devoid of any merit as an employee does not have any right to dictate to his employer not to fix any uniform date of annual increment at its sweet will or as well as for his/her convenience. Certainly, the employer i.e the co-operative society constituted under the Act, 2006 has no power to make any Bye -laws or rules for management of its affair including service condition of its employee in contravention with the provisions of the Act, 2006 as well as rules framed thereunder.

Now, let us see whether the rules made vide Exbt.2 by the Board of Directors of the co-operative society are inconsonance with the provisions of the Act, 2006 and rules frames thereunder or not.

It is evident from Exbt.2 that the Board of Directors in its meeting dated 28.12.19 took the decisions for implementation of the rules framed for annual increment of its different categories of employees. By virtue of the said rules the Board of Directors took the decisions that there shall be uniform date of annual increment and such date of annual increment shall be first day of July of every year.

The relevant part of the Exbt.1 to 4 which speaks in the following manner:-

Note -1: In case of the employees of KKCARDDB completing 6(six) months and above in the existing pay structure as on 1<sup>st</sup> day of July, shall be eligible to be granted the increment. The first increment after fixation of pay on the 1<sup>st</sup> day of January, 2019 in the pay structure shall be granted



on the 1<sup>st</sup> day of July 2019 and for those employees for whom the date of increment was between 1<sup>st</sup> July, 2019 to 1<sup>st</sup> January, 2020 also.

Note-2: In case of the employees who earned their last increment between the period commencing from 2<sup>nd</sup> day of January, 2018 and ending on the 1<sup>st</sup> day of January, 2019 after fixation of their pay under the pay structure, such employees should get next increment on the 1<sup>st</sup> day of July, 2019.

Note-3: In case of the employees whose date of next increment falls on the 1<sup>st</sup> day of January, 2019, after granting one increment in the existing pay scale as on the 1<sup>st</sup> day of January, 2019 and such employees get then next increment on the 1<sup>st</sup> day of July, 2019.

Note-4: If an employee opts not change his increment date which falls between 1<sup>st</sup> day of January, 2019 his pay in the pay structure should be fixed accordingly, but his date of next increment should be the 1<sup>st</sup> day of July, 2020.

From the above discussed notes it is clear that the Board of Directors while framing such rules for uniform date of annual increment also took into consideration all the factors which could minimize the monetary loss to any of its employee only for a year i.e 2019 as the same had been formulated after granting one increment in the existing pay scale to an employee who has completed his service of 6 (six) months in existing pay scale on first day of July and in other various periods.

It is further evident from the Exbt.3 i.e show-cause notice issue to one of the members of the Employees' Association namely, Susanta Ghosh that the said rule has been approved by the general body in its meeting dated 28.07.19. Accordingly, the same attains finality.

At this juncture, it must be mentioned that the Employees' Association failed to produce any document showing that the rules framed for uniform date of annual increment of employee vide Exbt.2 has been set aside by the Co-operative Tribunal under the Act, 2006 or by any other







appropriate authority. Accordingly, this Tribunal being a Tribunal constituted under the Act of 1947 for adjudication of the referred industrial disputes lacks jurisdiction to declare the Exbt.2 as ultra virus to the provisions of the Act, 2006. Consequently, the binding force of Exbt.2 cannot be given good-bye merely on the ground that the employees were asked to submit option form for fixation of uniform date of their annual increment on and from 2019 by the Board of Directors of the Bank.

Before parting with discussion on this issue I must mention herein that it is not the case of the Employees' Association that barring challenging the authority of the Board of Directors of their Bank for submission of optional form for alleged formulation of rules allegedly inconsistent with the provisions of the Act, 2006 and rules framed thereunder there is any other ground for not submitting the required option form, so I find no merit in the show-cause submitted by one of its member namely Susanta Ghosh vide Exbt.4. However, as this Tribunal has no jurisdiction to decide merit of the subject matter of show-cause i.e Exbt.3, so I refrain from making any observation on the merit of such show-cause and decisions taken by the management of the Bank on that issue.

Having regard to the above discussion I am of the view that the employees of the Bank are entitled to get their annual increment as fixed in terms of Exbt.2 and the management of the Bank has no authority to withhold their annual increment for the year 2019 or any subsequent dates, if any, if not already paid, without fulfilling the conditions as provided in clause 10(c) of Rule 106 of the W.B. Co-operative Rules 2011. As it is evident from Exbt.5 that the annual increment for the year 2020 of the employee for non-submission of optional form has been provided in terms of Exbt.2, so it cannot be said that management has withheld the annual increment of its employees because of non submission of the option form on and from 2019.

To sum up my discussion I am of the view the Employees' Association miserably failed to prove this issue in their favour but the



employees who have not have been paid with their annual increment for the year 2019 for non-compliance of the Board of Directors shall be entitled to get the same in terms of Exbt.2 i.e resolution dated 15.03.2019 of the Board of Directors of the Bank. Thus, the instant issue is disposed of accordingly.

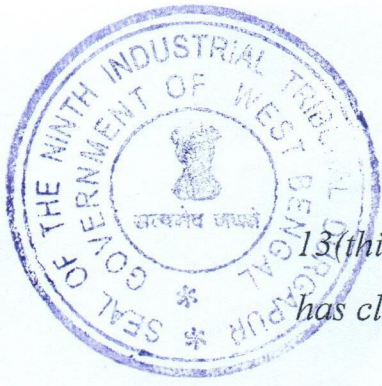
**Issue No.3 :-**

Employees' Association averred that the 7(seven) employees namely, Dipankar Saha, Susanta Ghosh, Samarajit Ghosh, Rajesh Ghosh, Kousik Banerjee, Bikash Kanti Ghosh and Somnath Dutta have not been paid with the special/additional increment even on their completion of 7 years and 20 years of the continuous service. They further alleged that as per the Service Rules they are entitled to get the said additional/special increment but as they did not submit optional form, they have been deprived from their legitimate claim.

The Bank management through its C E O refuted such claim of the Employees' Association by stating that as per Service Rules an employee is eligible for special increment after 7 (seven) years and 20 years of service and no special increment is being given to those employees who are not promoted to next grade within the said period. In other words, as per the management of the Bank an employee is not entitled to get the benefit of special increment on his completion of 7 (seven) years and 20 (twenty) years of service if he is not promoted to the next grade within that period.

Now, let us discuss the relevant rules / service condition of the Bank. It is evident from Exbt.A which is the Service Rules of the employees of the O.P/Bank that the same applies to the service conditions of its entire employee strength. "Chapter VIII of the Service Rules speaks about classification and gradation of employees as well as provisions for special increment. Sub-rule -d of Rule 9 provides that one addl. increment shall be allowed on satisfactory completion of service for 7 (seven) years and another addl. increment shall be allowed after satisfactory completion of





13(thirteen) years i.e after 20(twenty) years provided that the staff concern has clean service period”.

On plain reading of the above provisions of rules it is revealed that an employee is entitled to get one additional increment on his satisfactory completion of service for 7 years and he is also entitled to get another additional increment after his further completion of service of 13(thirteen) years and the only rider for getting such statutory benefit is that he has clean service period.

Exbt.2 i.e the Rules concerning fixation of uniform date of annual increment of the employees is also reiterated in sub-rule (d ) of Rule 9 of the Service Rules. In other words, an employee of the O.P/Bank is entitled to get special increment on completion of 7 (seven) years and another special increment after completion of 13(thirteen) years from 7 years or more with satisfactory service.

O.P.W-1 in his cross-examination also admitted the same by stating that “An employee, who has completed 7 years of his continuous satisfactory service, is entitled to get special benefit in terms of our Service Rules. Similarly, he is also entitled to get special benefit after completion of his 20(twenty) years continuous satisfactory service, as per our Service Rules.

From above discussed Service Rules of the Bank employees as well as evidence in cross-examination of the O.P.W-1 i.e C E O of the Bank it is crystal clear that to get the benefit of a special increment after completion of 7 (seven) years of service and another special increment after completion of 13(thirteen) years more service it is not mandatory that the concerned employee should be promoted to the next grade, but the only condition which debars him from getting such benefit is that he must has not completed his service satisfactorily. Since it is not the case of the O.P/Bank that those 7 (seven) employees have not been provided with the benefit of special increment for not having clean satisfactory service period, so it cannot be said that the Bank management has acted in





accordance with the Service Rules by not providing such benefits to the 7 (seven) employees of the Employees' Association as named herein above.

In other words, the management of the O.P/Bank did not act in accordance with the Service Rules, as discussed herein above, by withholding the special increment of its said 7 employees and consequently those 7 employees are entitled to get the special increment on their completion of 7 years and 20 years of clean satisfactory service, as the case may be.

Having regard to my above discussion I am of the view that the 7 (seven) employees of the Bank Employees Association, as named herein above, are entitled to get benefit of special increment for their completion of 7 or 20 years of continuous satisfactory service a from the date of their such completion and the arrears accrued for non-payment of the same by the Bank authority on the date when they become entitled to get the same. Consequently, the instant issue is decided in favour of the Bank Employees' Association.

In the result, the revered reference is disposed of accordingly.

Hence, it is

### Ordered

that the impugned reference vide order no Labr /779/(LC-IR)/22015(16)/45/2023 dated 28.8.23 is allowed in part on contest against the Katwa-Kalna Co-operative Agriculture and Rural Development Bank Ltd. by this award but without cost.

The Employees of the Bank are entitled to get the benefits of special increment as per Sub-Rule-(d) of Rule 9 of the Service Rules of the Employees 1998 on their completion of 7(seven) years and 20(twenty) years of satisfactory service and they are also entitled to get accrued arrear of the same, if there be any, from the month when it falls due. The employees are also entitled to get their annual increment for the year 2019 as per Revised increment Rules dated 15.03.2019, if not already paid in the meantime.

*sd/* JUDGE  
NINTH INDUSTRIAL TRIBUNAL DURGAPUR  
GOVT. OF WEST BENGAL





*The Katwa-Kalna Co-operative Agriculture and Rural Development Bank Ltd. is directed to pay the same to all its qualified employees, as the impugned reference and the award is in the nature of award in rem and not in personam, within two months from the date of publication of this award by the Govt. of W.B.*

*Send copy of this award to the Additional Chief Secretary, Labour Department, Govt. of West Bengal for information and taking further steps.*

*D/C by me,  
Sri Sujit Kumar Melhra,  
Sd/- Judge, 25-01-24.*

**JUDGE**  
**NINTH INDUSTRIAL TRIBUNAL DURGAPUR**  
**GOVT. OF WEST BENGAL**

*Sri Sujit Kumar Melhra,  
Sd/- Judge, 25-01-24.*

*9<sup>th</sup> Industrial Tribunal, Durgapur*

**JUDGE**  
**NINTH INDUSTRIAL TRIBUNAL DURGAPUR**  
**GOVT. OF WEST BENGAL**