

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/ 355 /(LC-IR)/ 22015(16)/9/2020

Date : 26-03-2025

**ORDER**

WHEREAS an industrial dispute existed between M/s Indian Coffee Worker's Cooperative Society Ltd., 15, Bankim Chatterjee Street, Kolkata – 700073 and their workman Shri Ajay Kumar @ Ajay Kumar Kanaujia, S/o Jagannath Kanaujia, Gram – Amola Bujurg, ( Rakaba), Dulhupur Kala Ambedkar Nagar, Uttar Pradesh, Pin – 224139, presently residing at Subhasgram near Debjani Park Kudalia, Sarat Chandra Bose Road, Sonarpur, Rajpur - 700146, regarding the issues, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 7<sup>th</sup> Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 31.01.2025 in Case No. 55 of 2022 on the said Industrial Dispute Vide e-mail dated 21.03.2025 in compliance of u/s 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 pleased hereby to publish the said Award in the Labour Department's official website i.e **wblabour.gov.in**

By order of the Governor,

  
Assistant Secretary

to the Government of West Bengal

No. Labr/ 355 /1(5)/(LC-IR)/ 22015(16)/9/2020

Date : 26-03-2025

Copy forwarded for information and necessary action to :-

1. M/S. Indian Coffee Worker's Cooperative Society Ltd., 15, Bankim Chatterjee Street, Kolkata – 700073.
2. Shri Ajay Kumar @ Ajay Kumar Kanaujia, S/o Jagannath Kanaujia, Subhasgram near Debjani Park Kudalia, Sarat Chandra Bose Road, Sonarpur, Rajpur - 700146.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The OSD & EO 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.

  
Assistant Secretary

No. Labr/ 355 /2(3)/(LC-IR)/ 22015(16)/9/2020

Date : 26-03-2025

Copy forwarded for information to :-

1. The Judge, 7<sup>th</sup> Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with respect to his e-mail dated 21.03.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.

  
Assistant Secretary

**IN THE SEVENTH INDUSTRIAL TRIBUNAL, WEST BENGAL**

**New Secretariat Buildings, Kolkata**

**Present : Miss Yogita Gaurisaria, Judge, Seventh Industrial Tribunal.**

**Case No. 55 of 2022**

**Under Section 10(1B)(d)**

**Shri Ajay Kumar @ Ajay Kumar Kanaujia S/o Jagannath Kanaujia , Gram – Amola Bujurg, ( Rakaba), Dulhupur Kala Ambedkar Nagar, Uttar Pradesh, Pin – 224139, presently residing at Subhasgram near Debjani Park Kudalia, Sarat Chandra Bose Road, Sonarpur, Rajpur - 700146 ..... Applicant/workman**

**-VS-**

**M/s Indian Coffee Worker's Cooperative Society Ltd., 15, Bankim Chatterjee Street, Kolkata – 700 073..... Opposite Party**

**A W A R D**

**This Award delivered on Friday, the 31<sup>st</sup> Day of January, 2025**

**Today is fixed for passing order in respect of Memorandum of Settlement on compromise dated 30.01.2025 and joint petition filed by both the parties.**

**The case record is taken up for passing order.**

**Perused the Memorandum of Settlement (Exbt. 1) dated 30.01.2025, joint petition filed by the parties under Section 10(1B)(d) of the Industrial Disputes Act, 1947 ( as amended) as well as evidence of the applicant Sri Ajay Kumar Kanaujia (P.W.1) and Sarfaraz Ahmed , Secretary of the O.P./ M/s Indian Coffee Worker's Cooperative Society Ltd. (O.P.W.1), the Authority Letter of the O.P.W.1 issued by the O.P. ( Exbt. A), a xerox copy of the cheque ( Exbt. 2), so adduced in support of said Memorandum of Settlement(Exbt.1).**

**The Ld. Advocate for the O.P. apprises this Tribunal that the formalities in respect of reinstatement of the applicant is complete and he will be reinstated on 01.02.2025.**

**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 30.01.2025 ( Exbt. 1). I further find from the said joint petition ,**

**Contd.....P/2**

(2)

Memorandum of Settlement as well as from the evidence of both parties that the O.P. has handed over a cheque being No. 001222 dated 30.01.2025 of Rs. 1,50,000/- (One lakh fifty thousand ) only drawn on ICICI Bank, College Street Branch, 57C, College Street, Kolkata – 700 073 to the applicant as full and final compensation amount and the applicant will be reinstated in the O.P. on and from 01.02.2025 with continuity of his service without any break.

It also appears from the Exbt. 1 that the P.F. and other statutory benefits of the applicant/workman shall be regularized by the O.P. and the applicant/workman has no grievance against the O.P. at present.

Considered.

The Memorandum of Settlement dated 30.01.2025 and the joint petition dated 30.01.2025 filed by both the parties has duly been signed by the applicant, Shri Ajay Kumar Kanaujia (P.W.1) and Sarfaraz Ahmed (O.P.W.1) representing 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 settlement between the parties is allowed and accordingly, the proceedings of the instant case being no. 55/2022 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 30.01.2025. The Memorandum of Settlement dated 30.01.2025 is made part of the Award.

This is my Award.

Let the copies of the Award be sent to the appropriate authority for information and taking necessary action.

Dictated & corrected by me.

Judge

( Yogita Gaurisaria )  
Judge  
7<sup>th</sup> Industrial Tribunal  
Kolkata  
31.01.2025





MEMORANDUM OF SETTLEMENT

1. Name and address of the Parties

1. Indian Coffee Worker's Co-operative Society, 15, Bankim Chatterjee Street, Kolkata-700073.

(hereinafter referred as Employer or the Management

AND

2. Sri Ajay Kumar, 4, Gram - Amola, Bujurg, Post Amola Bujurg, Dulhupur Kala, Amdelikar Nagar, Uttar Pradesh, Pin-224139.

(hereinafter referred as 'Applicant'.

2. Representing the Employer : Sarfraz Ahmed, Secretary

3. Representing Workmen : Ajay Kumar himself

4. Short Recital of the Case.

INDIAN COFFEE WORKERS'  
CO-OPERATIVE SOCIETY LTD.  
*Sarfraz Ahmed*  
Secretary

*अजय कुमार*

The management by letter dated 15.01.2018 terminated the service of the workmen. After being terminated the workmen raised industrial dispute over his termination. Finally the workmen filed an application under Section 10 (1B)(D) of the I.D. Act 1947. Challenging the legality and justifiability of the termination. The management has filed its written statements against the said application wherein the management denied all the allegations contained in his application and also raised objection as to the maintainability of the application. Subsequently the workmen adduced his evidence and in course of the proceedings when evidence on the side of the workmen was in progress, the parties initiated a talk of compromise and finally the disputes as pending before this Ld. 7th Industrial Tribunal has been fully and finally settled on sympathetic ground on the following terms:-

During the pendency of the aforesaid case the Ld. 7th Industrial Tribunal passed an order on 22.01.2025 for settlement and call upon the concerned Board of Directors of the Indian Coffee House on 27.01.2025.

Thereafter the Board of Directors called a Special General Meeting on 26.01.2025 regarding settlement and informed all the staffs and the staffs have settled that on humanitarian ground said Ajay Kumar should be reinstate in his job at Indian Coffee House. That after protracted negotiations arrived at the following mutual settlement.

INDIAN COFFEE WORKERS'  
CO-OPERATIVE SOCIETY LTD.

*Samfaraz Ahmed*  
Secretary

अजय कुमार



5. Terms and conditions of Settlement

- i) The management shall allow the workmen to resume his duty w.e.f. 1.2.2025 giving the benefit of <sup>continuously</sup> ~~continently~~ of service and also a sum of Rs.1,50,000/- as compensation vide Cheque No. 001222 at 30.01.2025 drawn on ICICI Bank, College Street Branch for the period of his idleness following termination.
- ii) That there will be no break of service and the workman entitled to get the all the consequential financial benefits including increment, leave encashment as if he was in employment during his idle period.
- iii) That there will be no affecting any change in condition of service ~~nor shall change existing place of posting.~~ The workman will get the present slab of salary and other benefits as applicable. <sup>as are given to the A-1000</sup>  
 अजय कुमार  
 Sanfaraz Ahmed  
 Sanfaraz Ahmed
- iv) That inconsideration of such benefits the workmen shall not have any dispute whatsoever against the management including back wages for the idle period and also shall make an application jointly with the management praying for an award of this settlement.
- v) This settles the disputes fully and finally.

INDIAN COFFEE WORKERS'  
CO-OPERATIVE SOCIETY LTD.

Sanfaraz Ahmed  
Secretary

अजय कुमार

IN WITNESS WHEREOF the Parties put their signatures this day  
30th January, 2025.

Sri Ajay Kumar

Indian Coffee Worker's Co-  
 operative Society

अजय कुमार

**WITNESSES:**

1. शिवराम झा

INDIAN COFFEE WORKERS'  
 CO-OPERATIVE SOCIETY LTD.

Sangam Shreef  
 Secretary

2. गिरिश नंद कन्नोड़िया