

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

No. Labr/ 356 /(LC-IR)/ 22015(16)/47/2025

Date : 26.03.2025


ORDER

WHEREAS an industrial dispute existed between M/s The Sonnet , Block- DD, Plot No. 8, Sector – 1, Salt Lake City, Kolkata – 700064 and their workman Sri Munchun Shaw, 190/4, Sthirpara Jagannath Colony, Jagatdal, P.O. - Mandalpara, District – North 24 Parganas, Pin – 743127, regarding the issues, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 7th Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 25.02.2025 in Case No. 04 of 2023 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/ 356 /1(5)/(LC-IR)/ 22015(16)/47/2025

Date : 26.03.2025

Copy forwarded for information and necessary action to :-

1. M/S. The Sonnet , Block- DD, Plot No. 8, Sector – 1, Salt Lake City, Kolkata – 700064.
2. Sri Munchun Shaw, 190/4, Sthirpara Jagannath Colony, Jagatdal, P.O. - Mandalpara, District – North 24 Parganas, Pin – 743127.
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 the request to cast the Award in the Department's website.


Assistant Secretary

No. Labr/ 356 /2(3)/(LC-IR)/ 22015(16)/47/2025

Date : 26.03.2025

Copy forwarded for information to :-

1. The Judge, 7th 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. 04 of 2023

Under Section 10(1B)(d)

Sri Munchun Shaw, 190/4, Sthirpara Jagannath Colony, Jagatdal, P.O.

Mandalpara, District – North 24 Parganas, Pin – 743 127

.....Applicant

-VS-

**M/s The Sonnet , Block- DD, Plot No. 8, Sector – 1, Salt Lake City, Kolkata – 700
064..... Opposite Party**

A W A R D

This Award is delivered on Tuesday, the 25th Day of February, 2025.

Today is fixed for passing order in respect of Memorandum of Settlement on compromise dated 12.02.2025 , filed jointly by both the parties.

The case record is taken up for passing order.

Perused the Memorandum of Settlement (Exbt. B) dated 12.02.2025, 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 Munchun Shaw (P.W.1) and Sri Rajesh Ishai, as General Manager of M/s The Sonnet , authorized representative of the Company namely M/s The Sonnet,(O.P.W.1), the Letter of Authority enclosed (Exbt.A) , so adduced in support of said Memorandum of Settlement(Exbt.B).

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 12.02.2025 (Exbt. B) . I further find from the said joint petition , Memorandum of Settlement as well as from the evidence of both parties that the Company has handed over an account payee cheque being No. 339433 dated 12.02.2025 of Rs. 2,75,000/- (Two lakh seventy five thousand) only drawn on IDBI Bank , Salt Lake City, Sector – I, Bidhannagar, W.B. , Pin – 700 064 to the applicant as full and final settlement amount and the applicant has issued a receipt of the same, marked as Exbt. C and the said account payee was handed over to the applicant as full and

Contd.....P/2

(2)

final settled amount and also that the applicant (P.W.1) has no grievance against the O.P./Company at present. A xerox copy of the said account payee Cheque of full and final settlement amount has been marked as Exbt.1. An original money receipt has been filed to that effect, marked as Exbt.C . Considered.

The Memorandum of Settlement dated 12.02.2025 and the joint petition dated 12.02.2025 filed by both the parties has duly been signed by the applicant, Sri Munchun Shaw (P.W.1) and Sri Rajesh Ishai (O.P.W.1) representing the O.P./Company 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. 04/2023 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 12.02.2025. The Memorandum of Settlement dated 12.02.2025 is made part of the Award.

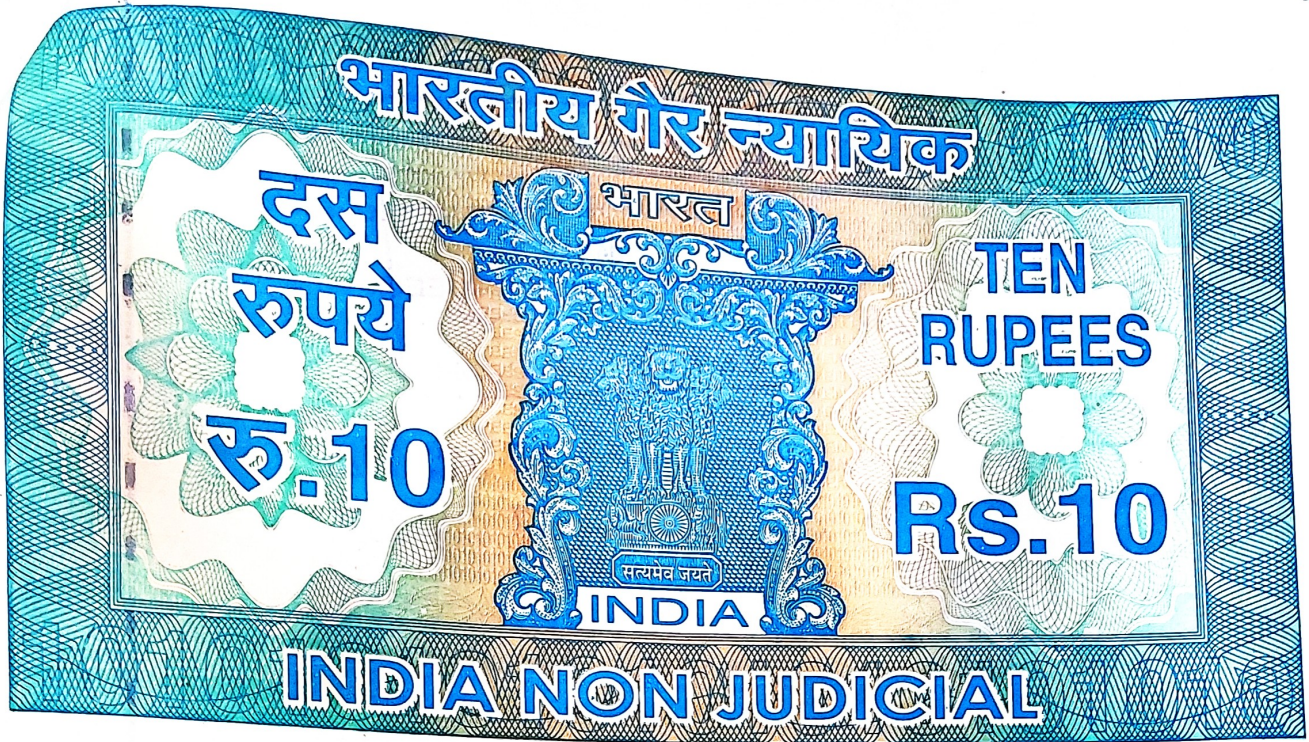
This is my Award.

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

Dictated & corrected by me.

Judge

(YogitaGaurisaria)
Judge
7thIndustrialTribunal
Kolkata
25.02.2025



अन्तिमद्वय पश्चिम बंगाल WEST BENGAL

03AC 457794

MEMORANDUM OF SETTLEMENT

- 1] Name and address of the Parties

: (a) M/s. The Sonnet
Block - DD, Plot No. - 8,
Sector - 1, Salt Lake City,
Kolkata - 700 064

ASE No. 04/23/10/10/61
EXHIBIT No. B
Date 19.02.24
Industrial Tribunal

(b) Sri Munchun Shaw
190/4, Sthirpara Jagannath
Colony, Jagatdal, P.O. -
Mandalpara, District - North
24-Parganas, Pin - 743 127

- 2] Name of the person representing the employer

: (1). Sri Rajesh Ishai, General Manager

- 3] Name of the persons representing the workman

: The workman Sri Munchun Shaw

4] Short recital of the case :

Sri Munchun Shaw is a workman of M/s. The Sonnet, Block - DD, Plot No. - 8, Sector - 1, Salt Lake City, Kolkata - 700 064. He was illegally terminated from service of the company with effect from 17.08.2020. He protested for his illegal termination and thereafter he filed a case before the learned Seventh Industrial Tribunal, Kolkata challenging his illegal termination. The said case registered as case No. 04 of 2023 (U/S. 10). During the pendency of the case both the parties started negotiation at bi-partite level and after protracted negotiation the dispute 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 Munchun Shaw accepted his termination from the service of the company as per the standing orders of the company.
- (b) It is also agreed by and between the parties that the company will pay a lump sum amount of Rs. 2,75,000/- (Rupees Two Lac Seventy-Five Thousand) only to the workman by A/c. Payee cheque, bearing No. 329433, drawn on IDBI Bank, dated 12/02/2025, Salt Lake Sector - I, Branch.
- (c) It is agreed by and between the parties that the workman will not proceed with the Case being No. 04 of 2023 (U/S. 10 and both the parties will file a joint application before the learned Seventh Industrial Tribunal, Kolkata for passing an award in view of the Memorandum of settlement.
- (d) 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 either now or in future including reinstatement in service in future.

For the company,

For the workman

Witnesses :

(1)

(2) *[Signature]*
12/02/2025

[Signature]
12/02/2025