

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

No. Labr/ 459 /(LC-IR)/ 22015(16)/55/2025

Date : 28/04/2025

ORDER

WHEREAS an industrial dispute existed between M/s. Emami Paper Mills Limited, Unit : Gulmohar, R. N. Tagore Road, Dakshineswar, P.O. Alambazar, Kolkata - 700035 and their workman Manoj Kumar Jha, residing at 52, P.C. Banerjee Road, near Meghnath Math, Dakshineswar, Kolkata – 700076, regarding the issues, being a matter specified in the second schedule of the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 2nd Labour Court, Kolkata has submitted to the State Government its Award dated 11.04.2025 in Case No. 24 / 2003 on the said Industrial Dispute Vide e-mail dated 24.04.2025 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/ 459 /1(5)/(LC-IR)/ 22015(16)/55/2025

Date : 28/04/2025

Copy forwarded for information and necessary action to :-

1. M/s. Emami Paper Mills Limited, Unit : Gulmohar, R. N. Tagore Road, Dakshineswar, P.O. Alambazar, Kolkata - 700035.
2. Manoj Kumar Jha, residing at 52, P.C. Banerjee Road, near Meghnath Math, Dakshineswar, Kolkata – 700076.
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 request to cast the Award in the Department's website.



Assistant Secretary

to the Government of West Bengal

No. Labr/ 459 /2(3)/(LC-IR)/ 22015(16)/55/2025

Date : 28/04/2025

Copy forwarded for information to :-

1. The Judge, 2nd Labour Court, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to her e-mail dated 24.04.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.



Assistant Secretary

to the Government of West Bengal

THE SECOND LABOUR COURT, KOLKATA.

IN THE MATTER OF

AN APPLICATION NO. 24/2003 UNDER SECTION 10(1B)(D) OF THE INDUSTRIAL DISPUTES ACT, 1947

**MANOJ KUMAR JHA,
RESIDING AT 52, P.C. BANERJEE ROAD,
NEAR MEGHNATH MATH, DAKSHINESWAR,
KOLKATA-700076**

VERSUS

**M/S. EMAMI PAPER MILLS LIMITED
UNIT: GULMOHAR,
R.N. TAGORE ROAD, DAKSHINESWAR,
P.O ALAMBAZAR, KOLKATA-700035**

PRESENT : SREEJITA CHATTERJEE

JO CODE : WB001252

Appearance

MR/MRS. LAKSHMAN CHANDRA HALDER, Ld. Advocate for the Applicant

MR/MRS. SATYENDRA KUMAR SINGH, Ld. Advocate for the Opposite Party.

DATE OF AWARD 11.04.2025

1) EXORDIUM

This is an application Under Section 10 (1B)(d) of Industrial Dispute Act, 1947.

The present case is set to motion by an application of the workman in the above captioned industrial dispute case, seeking reinstatement along with back wages on alleged illegal termination in service.

Applicant by representation dated 23.04.2003 raised an industrial dispute relating to illegal termination, in terms of Section 10(1B)(d), as amended, with respect to the State of West Bengal vice Act No. 33 of 1989. The said industrial dispute was referred to the conciliation officer, who initiated conciliation proceedings. However, the said proceedings did not see any chances of settlement within sixty days from raising of the dispute in consequence whereof, conciliation officer issued certificate about pendency of the conciliation proceedings and thus this case.

2) JURISDICTION

The matter in issue relates to "Discharge or dismissal of a workman including reinstatement of or grant of relief to workman wrongfully dismissed and covered in the Second Schedule to the Act and well within the cognizance of this Court.

2) FACTUAL MATRIX

The present case springs from the allegation by the applicant herein got appointment as Jr. Assistant with Opposite Party vide the appointment letter dated 2nd November, 1977. His services were confirmed vide the confirmation letter dt 01.06.1994 and confirmed vide letter dated 07.01.1995. The applicant was a permanent employee of the Opposite party and as such he was a workman as defined u/s. 2(s) of the Industrial Disputes Act, 1977.

However, the applicant was suspended vide order dated 14.01.2002. The OP Company arranged a domestic enquiry and by that enquiry the applicant was dismissed from service with effect from 31.10.2002. He raised an industrial dispute before conciliation officer, West Bengal vide letter dated 23.04.2003 for getting his service with back wages and the present application was filed praying for reinstatement with full back wages and other consequential relief.

The OP denied and deprecated all the above. Their specific contention related to the facts that he is unfit to be retained in office as his conduct had fumed unbecoming.

However, the parties arrived at an amicable settlement in course of the proceedings.

SETTLEMENT INCOURSE OF PROCEEDINGS BEFORE COURT

Amicable settlement of Industrial Dispute leads to industrial peace and harmony which is the primary object of this Act.

The Act does not contain any provision corresponding to the provision of Order XXIII Rule 3 CPC.

Conversely, there is nothing in the Act which prohibits the employee and the workman from entering into a settlement during the pendency of proceedings.

It would be unreasonable to assume that the Court would insist upon dealing with the dispute on merits even after it is informed that the dispute has been amicably settled. There can be therefore no doubt that if an industrial dispute is amicably settled, the Court or Tribunal would immediately make an Award in terms of the settlement between the parties. This observation is backed by judicial pronouncement titled State of Bihar vs. D.N Ganguly & Ors. 1958.

This court hastens to add here that this procedure was even followed in the Industrial Dispute Appellate Tribunal Act of 1950, which though not in force, the legislators had once recognized making of Awards with the consent of the parties.

Further Section 2(P) of the Industrial Dispute Act, 1947, defines Settlement as follows:-

"Settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to [an officer authorized in this behalf by] the appropriate Government and the conciliation officer.

The above definition would show that it contemplates two kinds of settlement:-

- i) A settlement arrived in the course of the conciliation proceedings under the Act and
- ii) A written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding.

A written agreement of the later kind in order to fall within the definition must satisfy two more conditions:-

- a) It must be signed by the parties thereto in such manner as may be prescribed and
- b) A copy thereof has been sent to an officer authorized in this behalf by the appropriate Government and the Conciliation Officer.

It means a settlement arrived at in the course of the conciliation proceedings and includes a written agreement between the employer and the workman arrived at otherwise than in the course of conciliation proceedings where such agreement has been signed by the parties in such manner as is prescribed and a copy thereof is sent to the appropriate Government and conciliation officer. The reference to settlement in the later part of the statement is assumed to mean

such settlements as is the subject of this present case and is arrived at during the course of pendency of proceedings before court or Tribunal.

Turning to the case, in terms of the settlement, Manoj Kumar Jha and Mr. Debendra Bhanthiya, representing M/s Emami Paper Mills have been examined and memorandum of settlement is exhibited and duly signed by both the parties. It has appeared from the memorandum and the evidence that the employee has already received all the dues.

Gauged in the above factual and legal matrix, it occurs that the terms of the agreement are ex facie valid in the eyes of law, which is essence, incorporates the relative bargain of the parties, in a bid to dissolve the differences herein. Hence there is nothing which prevents this court from accepting such agreement. Thus, this court is inclined to uphold the settlement arrived at between the parties in terms of the memorandum of settlement. The application stands disposed off in terms of the settlement between the parties.

IT IS ORDERED

The application stands disposed of in terms of the settlement between the parties without any order as to cost.

Let the Memorandum of Settlement form a part of the final order, to be binding upon the parties herein.

Let necessary compliances be made in terms of service of the copies to concerned Government Authorities.

The case is hereby disposed off.

Note in the relevant register.

DICTATED & CORRECTED BY ME

JUDGE

Judge
Second Labour Court WB



SREEJITA CHATTERJEE
JUDGE

SECOND LABOUR COURT

KOLKATA.

Judge
Second Labour Court WB

Filed on 11-04-25
Filed by S. Chatterjee
Held by S. Chatterjee
11/4/25

BEFORE THE LD.JUDGE SECOND LABOUR COURT
WEST BENGAL

Case No. 24 of 2003

Under section 10(1B) of the I.D. Act

Between

Shri Manoj Jha ... Applicant

Versus

Emami Papers Mills Ltd (Golmohar),

Opposite Party

Humble joint petition on behalf of the

Parties abovenamed;

Most respectfully Sheweeth:-

1. That the instant matter has been settled out of Court. A copy of the Memorandum of settlement arrived at between the parties on . A copy of the Memorandum of Settlement is annexed herewith and marked as annexure A of this application.
2. That the Applicant has been paid in terms of clause of the aforesaid Memorandum of settlement. A copy of the receipt granted by the Applicant is annexed herewith as Annexure B.
3. That parties to the disputes are praying for passing of an Award in terms of Memorandum of Settlement dated .

In view of the above Ld. Court graciously

be pleased to pass an Award In terms of aforesaid Memorandum of Settlement.

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

Date

Manoj Kumar Jha,
For The Applicant

For the opposite Party: (CS & Sr. GM Leg)

Verification

We Manoj Jha the applicant in this case and

Of the Opposite Party do hereby state and declare that the statements made hereinabove are true to the best of our knowledge and belief save and except those that are our submissions before this Ld. Tribunal.

We sign this verification today the of 2025 at Court premises.

IN THE MATTER OF CASE NO. 24 OF 2003 BEFORE THE HON'BLE
SECOND LABOUR COURT, WEST BENGAL

MEMORANDUM OF SETTLEMENT

1. Name of the Parties:- Emami Paper Mills Limited,

Regd. Office Address: 687, Anandapur,
1st Floor, E M Bypass,
Kolkata - 700107

Unit- Gulmohar, R.N.Tagore Road,
Alambazar, Dakhineswar,
Kolkata- 700 035

AND

Shri Manoj Kumar Jha,
Dakhineswar Railway Coloney,
Quarter NO. 62/F, Alam Bazar,
Kolkata- 700 035

2. Representing Employer:- Shri Debendra Banthiya, Company
Secretary & Sr. GM (Legal)

3. Representing Employee:- Shri Manoj Kumar Jha the concerned
employee

4. Short Recital of the Case:- The concerned employee Shri Manoj Kumar Jha an ex-employee, who was engaged in the capacity of the supervisor at Gulmohar unit, had been dismissed from the service of the Company w.e.f 31.10.2002 for allegedly committing misconducts. Thereafter the concerned employee raised an Industrial Dispute with the Labour Directorate Government of W.B. challenging his dismissal. The Conciliation Officer under the Industrial Disputes Act 1947 initiated a Conciliation proceeding under section 12 of the aforesaid Act and on expiry of 60 days of initiation of the said Conciliation he issued a certificate of pendency of the Conciliation. The concerned employee on the strength of the said certificate of pendency of conciliation in the matter, filed a case under section 10(1B) of the Industrial Disputes Act 1947 (as Applicable

in the state of W.B.) before the Ld. Second Labour Court, which has been registered as case No. 24 of 2003. In the meantime the Gulmohar unit of the Company closed permanently with effect from 31st March, 2020. During course of adjudication, the concerned employee Shri Manoj Kumar Jha approached the management of the Company vide its request letter dated 21st March, 2025 to amicably settle his service dispute. The matter was discussed at bipartite level on diverse dates and after protracted negotiations, both parties arrived at the following mutual settlement.

5. Terms of Settlement: - It is agreed by and between the parties;

- (a) That the concerned employee Shri Manoj Kumar Jha will be paid a lump sum amount of Rs.4,71,000/- (Rupees Four lakhs seventy-one thousand only) by the Company, in full and final settlement of all his claims and dues related with his employment with the Company inclusive of Gratuity and other benefits etc.
- (b) That the employment of ^{Shri Manoj Kumar Jha} Shall be treated as ceased on resignation from the date dismissal letter had been issued i.e. 31/10/2002. ^{4,}
- (c) That on payment of the aforesaid sum the concerned employee Shri Manoj Kumar Jha will not press his case, where he has challenged his dismissal being numbered as 24/2003, pending before Ld. Second Labour Court W.B. at Kolkata and a joint petition will be filed before the said Ld. Court for passing of an Award in terms of this Settlement.
- (d) Upon receipt of the aforesaid sum of money specified in these terms, Shri Manoj Kumar Jha shall leave no cause of action or claim surviving against the Company

or its Directors or its employees nor Shri Manoj Kumar Jha will have any other further claim or cause of action or grievances against the Company or any of its directors or employee in any jurisdiction of India.

- (e) These settlement terms have been agreed for resolution of all the disputes without any claim or cause of action surviving against any of the parties hereto.
- (f) This settles all the disputes related with the employment/dismissal of Shri Manoj Kumar Jha by the Emami Paper Mills unit- Gulmohar.

For the Company



For the Employee

Manoj Kumar Jha

Witness:-

1. Subrata Sen
2. Radhika Hazari



भारतीय स्टेट बैंक
State Bank Of India

(07502) - COMMERCIAL BRANCH KOLKATA
24 PARK STREET MAGMA HOUSE
KOLKATA 700016
Tel: 3-22292449 IFS Code : SBIN0007502

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY
0 4 0 4 2 0 2 5
D D M M Y Y Y Y

PAY Manoj kumar Jha

को या उनके आदेश पर OR ORDER

रुपये RUPEES Four Lakh Seventy one thousand only.

अदा करें

₹

471000/-

खा. सं.
A/c No.

10945133759

VALID UPTO ₹ 50 LACS AT NON-HOME BRANCH PAPER MILLS LIMITED

CC ACCOUNT

PREFIX:
0523700012

A/c Payee Only

Authorised Signatories
EMAMI PAPER MILLS LTD. .

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

⑈688021⑈ 700002120⑈ 000510⑈ 30