

I/513787/2024

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

No. Labr/460/(LC-IR)/22015(16)/33/2024

Date: 13/05/2024

ORDER

WHEREAS an industrial dispute existed between M/s. The Arya Vaidya Pharmacy (Coimbatore) Ltd., 31, Sardar Shankar Road, Near Lake Market, Kolkata - 700029 and Mrs. Uma Gopalakrishnan, 61-B, (Old P-72A), Flat No. 2, Gr. Floor, Sardar Shankar Road, Kolkata - 700029 regarding the issue, being a matter specified in the Second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application under section 10(1B) (d) of the Industrial Dispute Act, 1947 (14 of 1947) to the Seventh Industrial Tribunal specified for this purpose under this Deptt.'s Notification No. 1085-IR/12L-9/95 dated 25.07.1997.

AND WHEREAS, the Seventh Industrial Tribunal heard the parties under section 10(1B) (d) of the I.D. Act, 1947 (14 of 1947) and framed the following issue dismissal of the workman as the "issue" of the dispute.

AND WHEREAS the Seventh Industrial Tribunal has submitted to the State Government its Award dated 26/04/2024 in Case No. 17/2022 U/s10(1B) (d) of the I.D. Act, 1947 (14 of 1947) on the said Industrial Dispute vide Memo No. Dte/7th IT/074/2024 dated 07/05/2024.

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

Deputy Secretary
to the Government of West Bengal

/513787/2024

:2:


No. Labr/.460 1/(5)/(LC-IR)

Date: 13/05/2024

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

1. M/s. The Arya Vaidya Pharmacy (Coimbatore) Ltd., 31, Sardar Shankar Road, Near Lake Market, Kolkata - 700029.
2. Mrs. Uma Gopalakrishnan, 61-B, (Old P-72A), Flat No. 2, Gr. Floor, Sardar Shankar Road, Kolkata - 700029.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. 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.

H.A.(IT) 05/24
13/05/24
Dipankar/Sandeep (SSO)
13/05/2024


Deputy Secretary

No. Labr/.460 .2/(2)/(LC-IR)

Date : 13/05/2024

Copy forwarded for information to:-

1. The Judge, Seventh Industrial Tribunal, Govt. of West Bengal, N.S. Building, 1, K.S. Roy Road, Kolkata - 700001 with respect to his Memo No. Dte/7th IT/074/2024 dated 07/05/2024.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.

Deputy Secretary

Before the 7th Industrial Tribunals, Kolkata
Case No. 17/2022

Under Section 10(1B)(d) of the Industrial Disputes Act, 1947

Present : Ms. Yogita Gaurisaria, Judge,
Seventh Industrial Tribunal, Kolkata

Mrs. Uma Gopalakrishnan, 61-B, (Old P-72A), Flat No. 2, Gr. Floor, Sardar
Shankar Road, Kolkata – 700 029.

.....Applicant/workman

Vs.

M/s. The Arya Vaidya Pharmacy (Coimbatore) Limited, 31, Sardar Shankar
Road, Near Lake Market, Kolkata – 700 029, Regd Office : 42, (old) No. 326),
Perumal Koil Street, Ramanathapuram, Coimbatore – 641 045

..... O.P./Company

A W A R D

DATED, 26/04/2024

Today is fixed for passing order in respect of Memorandum of Settlement
on compromise dated 19.04.2024 , filed by both the parties.

The case record is taken up for passing order.

Perused the Memorandum of Settlement (Exbt. A) dated 19.04.2024 and
petition Under Section 10(1B)(d) of the Industrial Disputes Act, 1947 (as
amended) as well as evidence of the applicant Mrs. Uma Gopalakrishnan
(P.W.1) and Ms. Parvathy S , Medical Officer/Branch Manager, authorized
representative of the Company namely The Arya Vaidya Pharmacy
(Coimbatore) Limited (O.P.W.1), so adduced in support of said Memorandum of
Settlement (Exbt. A) .

Contd.....P/2

Sd/-
Judge
Seventh Industrial Tribunal
26.04.24



(2)

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 19.04.2024 (Exbt. A) , I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the Company has issued a Demand Draft being No. 909343 dated 10.04.2024 of Rs. 2,25,096/- (Two lakh twenty five thousand ninety six only) drawn on State Bank of India, Redfields (Coimbatore) Branch to the applicant as full and final settlement amount (Copy of demand draft , marked as Exbt. 1) and the applicant has issued a receipt of the same, marked as Exbt. B and the said demanded draft was handed over to the applicant as full and final settled amount and the mount of settlement has already been credited to the Bank Account of the applicant and the applicant (P.W.1) has no grievance against the O.P./Company at present. A xerox copy of the said Demand Draft of full and final settled amount was marked as Exbt. 1. An original money receipt has been filed to that effect (Exbt. B). Considered.

The Memorandum of Settlement filed by the parties dated 19.04.2024 have duly been signed by the applicant, Mrs. Uma Gopalakrishnan (P.W.1) and Ms. Parvathy S (O.P.W.1) representing on behalf of the O.P./Company voluntarily. Since the matter has already been settled between the parties to the

Contd..... P/3

Sd/-
Judge
Seventh Industrial Tribunal
26-04-24



(3)

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 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 19.04.2024. The Memorandum of Settlement dated 19.04.2024 be made part of the Award.

This is my Award.

Let six (6) copies of the Award be sent to the appropriate authority for information and taking necessary action.

Dictated & corrected by me.

Judge

Sd/-
Judge
Seventh Industrial Tribunal
26.04.24



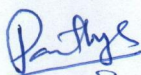
Sd/-
(Yogita Gaurisaria)
Judge
7th Industrial Tribunal
Kolkata
26.04.2024

Judge
Seventh Industrial Tribunal

MEMORANDUM OF SETTLEMENT

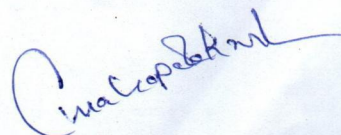
- 1] Name and address of the Parties : (a) M/s. The Arya Vaidya Pharmacy (Coimbatore) Ltd.
31, Sardar Shankar Road,
Kolkata - 700 029,
- (b) Mrs. Uma Gopalakrishnan
61-B, Sardar Shankar Road,
Kolkata - 700 029,
- 2] Name of the person representing the employer : (1). Dr. Parvathy. S., Branch Manager
- 3) Name of the persons representing the workman : The workman Mrs. Uma Gopalakrishnan
- 4] Short recital of the case :

Mrs. Uma Gopalakrishnan was a workman of M/s. The Arya Vaidya Pharmacy (Coimbatore) Ltd., 31, Sardar Shankar Road, Kolkata - 700 029. She was terminated from the service of the company on 28.02.2020. She raised an industrial dispute before the Labour Directorate and ultimately, she filed the present case before this learned Tribunal which registered as Case No. 17 of 2022. During the course of adjudication of the instant dispute, both the parties talked for amicable





The Arya Vaidya Pharmacy (Coimbatore) Ltd
Kolkata branch
31, SARDAR SHANKAR ROAD, (Near Lake Market)
KOLKATA - 700029, Ph No . 463-9708



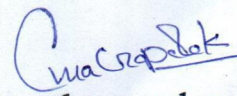
settlement of the dispute and after protracted discussion the matter amicably settled on the following terms and conditions :-

5] Terms of settlement :

- (a) It is agreed by and between the parties that the workman concerned Mrs. Uma Gopalakrishnan accepted the termination of her service.
- (b) It is also agreed by and between the parties that in view of the above the company will pay a sum of Rs. 2,25,096/- (Rupees two lakhs twenty-five thousand and ninety-six) only to the workman by Demand draft being No. 909343 dated 10.04.2024 drawn on SBI, Redfields, (Coimbatore) as her full and final settlement of dues including gratuity and other benefits.
- (c) It is agreed by and between the parties that the workman will not proceed with the Case being No. 17/2022 and both the parties will file a joint application before the learned Seventh Industrial Tribunal 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 including reinstatement in service in future.



For the company



For the workman



Witnesses :

- (1) *R. Gopalakrishnan*
- (2) *R. Lakshmi*

Copy to :

- (1) Assistant Secretary to the Government of West Bengal, Labour Department, New Secretariat Buildings, 12th floor, Kolkata - 700 001,
- (2) Conciliation Officer, Labour Department, West Bengal, Labour Department, New Secretariat Buildings, 11th floor, Kolkata - 700 001,
- (3) Labour Commission, Govt. of West Bengal, New Secretariat Buildings, 11th floor, Kolkata - 700 001,

Pantya

The Arya Vaidya Pharmacy, (Coimbatore) Ltd
Kolkata branch
31, SARDAR SHANKAR ROAD, (Near Lake Market)
KOLKATA - 700029, Ph No 463-9708



Chakrabarti

जारी करने वाला भारतीय स्टेट बैंक
Issuing Branch: REDFIELDS (COIMBATORE)
क्रेडिट को / CODE No: 06577
Tel No. 0422-2315019

मांगद्वारापट्ट
DEMAND DRAFT

Key: NIGDEV
Sr. No: 100029

1 0 0 4 2 0 2 4
D D M M Y Y Y Y

मांगे जानेपर **UMA GOPALAKRISHNAN*******

या उनके आदेश पर

ON DEMAND PAY
रुपये **RUPEES** Two Lakh Twenty Five Thousand Ninety Six Only

OR ORDER

अदा करें ₹ 225096.00

IOI 000486909343
Name of Applicant

Key: NIGDEV Sr. No: 100029
THE ARYA VAIDYA PHARMACY (COIM)

AMOUNT BELOW 225097(0/8)

मूल्य प्राप्त / VALUE RECEIVED



भारतीय स्टेट बैंक
STATE BANK OF INDIA
अदाकर्ता शाखा / DRAWEE BRANCH: SERVICE BRANCH, KOLKATA
क्रेडिट को / CODE No: 21580

अधिकृत हस्ताक्षरकर्ता
AUTHORISED SIGNATORY

S. KANNAN
SS No: K-8730
BRANCH MANAGER

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