

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/ 501 / (LC-IR)/ 22015(16)/49/2025

Date : 13-05-2025


ORDER

WHEREAS an industrial dispute existed between M/s. G4S Security Services India Pvt. Ltd., ABC Square, 9<sup>th</sup> Floor, Plot No. 2D/17, Action Area, 2D, New Town, Rajarhat, Kolkata – 700161 and their workman Kathleen Helen Natal, 23, A.K. Md. Siddique Lane, Kolkata – 700016, regarding the issues, being a matter specified in the second schedule of the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 2<sup>nd</sup> Labour Court, Kolkata has submitted to the State Government its Award dated 02.05.2025 in Case No. 42 / 2007 on the said Industrial Dispute Vide e-mail dated 07.05.2025 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/ 501 / 1(5)/(LC-IR)/ 22015(16)/49/2025

Date : 13-05-2025

Copy forwarded for information and necessary action to :-

1. M/s. G4S Security Services India Pvt. Ltd., ABC Square, 9<sup>th</sup> Floor, Plot No. 2D/17, Action Area, 2D, New Town, Rajarhat, Kolkata – 700161.
2. Kathleen Helen Natal, 23, A.K. Md. Siddique Lane, Kolkata – 700016.
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 request to cast the Award in the Department's website.

  
Assistant Secretary  
to the Government of West Bengal

No. Labr/ 501 / 2(3)/(LC-IR)/ 22015(16)/49/2025

Date : 13-05-2025

Copy forwarded for information to :-

1. The Judge, 2<sup>nd</sup> Labour Court, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to her e-mail dated 07.05.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.

  
Assistant Secretary  
to the Government of West Bengal

Government of West Bengal,  
Directorate of Industrial Tribunals,  
New Secretariat Buildings, 2<sup>nd</sup> & 3<sup>rd</sup> Floor,  
1, K. S. Roy Road, Kolkata – 700 001.

No. Dte./2<sup>nd</sup> L.C./...67/2025.

Dated, Kolkata, the 05.05.2025.

From: Smt. Sreejita Chatterjee,  
Judge, 2<sup>nd</sup> Labour Court,  
Kolkata.

To: The Secretary,  
Labour Department,  
New Secretariat Building,  
Block-A, 12<sup>th</sup> floor,  
1, Kiran Sankar Roy Road,  
Kolkata-700 001.

Sub : Award in Case No.42/2007; u/s. 10(1B)(d)

Sir,

I am sending herewith a PDF copy of award passed by me in the matter of an industrial dispute between Kathleen Helen Natal, residing at 23, A.K. Md. Siddique Lane, Kolkata-700016 and M/s. G4S Security Services India Pvt. Ltd., ABC Square, 9<sup>th</sup> floor, Plot No.2D/17, Action Area, 2D, New Town, Rajarhat, Kolkata-700161, vide Case No.03/2017 u/s. 10(1B)(d) of the industrial disputes act, 1947 for adjudication.

This is for your information and necessary action.

(Sreejita Chatterjee)  
Judge,  
2<sup>nd</sup> Labour Court  
Kolkata

Encl: PDF copy of Award in Case No.42/2007 u/s. 10(1B)(d).

Judge  
Second Labour Court WR

THE SECOND LABOUR COURT, KOLKATA.

IN THE MATTER OF

AN APPLICATION NO. 42/2007 UNDER SECTION 10(1B)(D) OF THE INDUSTRIAL DISPUTES ACT, 1947

KATHLEEN HELEN NATAL,

RESIDING AT 23, A.K. MD. SIDDIQUE LANE,

KOLKATA-700016

VERSUS

M/S. G4S SECURITY SERVICES INDIA PVT. LTD.

ABC SQUARE, 9<sup>TH</sup> FLOOR, PLOT NO.2D/17, ACTION AREA,

2D, NEW TOWN, RAJARHAT, KOLKATA-700161.

PRESENT : SREEJITA CHATTERJEE

JO CODE : WB001252

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Appearance

MR/MRS. Edward David Natal, Representative of the Applicant

MR/MRS. Hamidul Quader, Ld. Advocate for the Opposite Party No.1

MR/MRS. Asit Banerjee & Ram Pravesh Singh, Ld. Advocates for the OP No.3.

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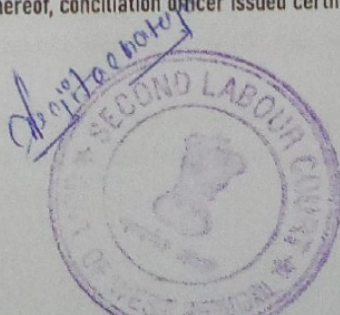
DATE OF AWARD 02.05.2025

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 05.09.2007 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 on 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 that the applicant joined service at USIS American Centre, Kolkata-700071 as a Lady Security Guard since August, 1992. The said employment was revised contract in the year September, 1993 with over fifty contract security personnel shifted from her contractor to M/s. Group 4 Securitas India Pvt. Ltd. (Now known as G4S Security Services India Pvt. Ltd.) She also stated that the Company/Labour Contractor changed its name several times under the same management without any intimation. She averred that her provident fund contribution which was deducted from salary had not been deposited as well as even overtime, bonus, etc. had not been paid as per act. She stated that by letter dated 20.03.2007 she prayed to the Labour Commissioner's intervention in the matter regarding termination of service by way of refusal of employment from 02.05.2006, withholding salary for the month of April, 2006 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:-

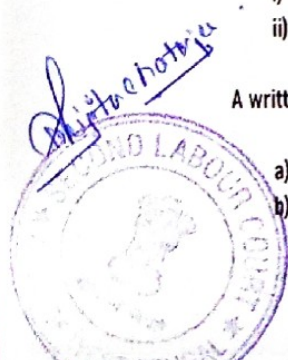
"Settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be 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, Mr. Edward David Natal and Mr. Nirmalya Tripathy, representing M/s G4S Security Services India Pvt. Ltd. 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

Second Labour Court WR

SREEJITA CHATTERJEE

JUDGE

SECOND LABOUR COURT

KOLKATA

Judge  
Second Labour Court WR

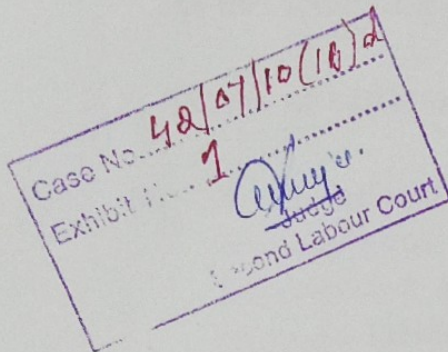


## MEMORANDUM OF SETTLEMENT

- 1] Name and address of  
the Parties :

(a) M/s. G4S Security Services  
(India) Pvt. Ltd., ABC Squqare, 9<sup>th</sup>  
floor, Plot No. 2D/17, Action Area  
2D, New town, Rajarhat, Kolkata -  
700 161 (at present).

(b) Kathleen Helen Natal,  
23, A.K. Md. Siffque Lane,  
Kolkata - 700 016



- 2] Name of the person  
representing the  
employer

: (1). Sri Nirmalya Tripathy, Hub  
Compliance Lead

- 3] Name of the persons  
representing the  
workman

: The workman Mrs. Kathleen Helen Natal  
through Edward David Natal, A.R.

- 4] Short recital of the case :

Mrs. Kathleen Helen Natal was appointed as security Guard on 01.10.1993 by the company and she was posted at USIS American Centre, Kolkata - 700 071. As per service condition she was transferred to the Regional Office of the company but she did not join her transferred place. She was directed on several occasions to join her transferred but she did not join. The company vide its letter dated 07.02.2006 again directed her to join her transferred place and if she did not join then it will be presumed that she has abandoned the service of the company of her own accord. The company never terminated her from service. But Mrs. K.H. Natal filed the case before the learned Second Labour Court, Kolkata for her alleged termination of service and the said case registered as Case No. 42 of 2007. She was superannuated from her service in the year 2008.

Nirmalya Tripathy  
Hub Compliance Lead  
25/04/25

Edward David Natal  
25/04/2025

During the course of adjudication of the instant dispute, Mrs. Kathleen Helen Natal has expressed her desire to settle the matter amicably. After protracted discussion the matter 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 management will pay a sum of Rs. 75,000/- (Rupees Seventy-five thousand only) to the workman concerned through Demand draft as full and final settlement of her legal dues.
- (b) It is agreed by and between the parties that the workman will not proceed with the Case being No. 42 of 2007 and both the parties will file a joint application before the learned Second Labour Court for passing an award in view of the Memorandum of settlement.
- (c) 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 in future.

Nirmalya Tripathy  
For the company 25/4/25

Kathleen  
For the workman 25/04/2025

Witnesses :

(1)

(2)