

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/ 632 / (LC-IR)/ 22015(16)/61/2023

Date : 05-06-2025

ORDER

WHEREAS an industrial dispute existed between M/s Antarctica Limited, 1A, Vidya Sagar Street, Kolkata – 700 009, and their workmen (1) Sri Rajesh Yadav, S/o Ramayan Yadav, residing at 18/2, Canal West Road, Narkeldanga, Farshi Bagan, Kolkata – 700 009, (2) Md. Wasim, S/o Abdul Sattar, residing at 52, Ismail Street, Entally, Kolkata – 700 014, (3) Meher Hossain, S/o Md. Ibrahim, residing at 52, 21/H/4, Jan Nagar Road, Entally, Circus Avenue, Kolkata – 700 014 regarding the issues, being a matter specified in the second schedule of 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 30.04.2025 in Case No. 48 of 2017 on the said Industrial Dispute Vide e-mail dated 26.05.2025 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/ 632 /1(7)/(LC-IR)/ 22015(16)/61/2023

Date: 05-06-2025

Copy forwarded for information and necessary action to:-

1. M/s Antarctica Limited, 1A, Vidya Sagar Street, Kolkata – 700 009.
2. Sri Rajesh Yadav, S/o Ramayan Yadav, residing at 18/2, Canal West Road, Narkeldanga, Farshi Bagan, Kolkata – 700 009.
3. Md. Wasim, S/o Abdul Sattar, residing at 52, Ismail Street, Entally, Kolkata – 700 014.
4. Meher Hossain, S/o Md. Ibrahim, residing at 52, 21/H/4, Jan Nagar Road, Entally, Circus Avenue, Kolkata – 700 014
5. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
6. The O.S.D & E.O Labour Commissioner, W.B., New Secretariat Building, 11<sup>th</sup> Floor, 1, Kiran Sankar Roy Road, Kolkata – 700001.
7. 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/ 632 /2(3)/(LC-IR)/ 22015(16)/61/2023

Date: 05-06-2025

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 reference to his e-mail dated 26.05.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.

  
Assistant Secretary

to the Government of West Bengal

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

**New Secretariat Buildings, Kolkata**

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

**Case No. 48 of 2017**

**Under Section 2A(2)**

**(1) Sri Rajesh Yadav, S/o Ramayan Yadav, residing at 18/2, Canal West Road, Narkeldanga, Farshi Bagan, Kolkata – 700 009 ,**

**(2) Md. Wasim, S/o Abdul Sattar, residing at 52, Ismail Street, Entally, Kolkata – 700 014**

**(3) Meher Hossain , S/o Md. Ibrahim, residing at 52, 21/H/4, Jan Nagar Road, Entally, Circus Avenue, Kolkata – 700 014 .....Applicants**

**-VS-**

**M/s Antarctica Limited, 1A, Vidya Sagar Street, Kolkata – 700 009,**

**.....Opposite Party**

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**A W A R D**

**This Award is delivered on Tuesday, the 30<sup>th</sup> Day of April, 2025.**

**Today is fixed for passing order in respect of Memorandum of Settlement on compromise dated 22.04.2025 , filed jointly by the parties.**

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

**Perused the Memorandum of Settlement dated 22.04.2025, joint petition filed by the parties under Section 2A(2) of the Industrial Disputes Act, 1947 ( as amended) as well as evidence of the applicants namely (1) Sri Rajesh Yadav (P.W.1), (2) Md. Wasim ( P.W.2) and (3) Meher Hossain (P.W.3) and Mr. Sailendra Nath Rakshit , the Manager of the O.P./Company namely M/s Antarctica Limited (O.P.W.1) letter of authorization ( Exbt. A), so adduced in support of said Memorandum of Settlement(Exbt.B).**

**It appears from the evidence of P.W.1, P.W.2 , P.W.3 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 22.04.2025 (Exbt. B) . I further find from the said joint petition , Memorandum of Settlement as well as from the evidence of the parties that the Company has handed over the cheques being Nos. 824540 dated 11.03.2025 of Rs. 18,500/- ( Eighteen thousand five hundred), 824541 dated 26.03.2025 of Rs. 18,500/- ( Eighteen thousand five hundred) and 824542**

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

(2)

dated 10.04.2025 of Rs. 18,350/- ( Eighteen thousand three hundred fifty) to Shri Rajesh Yadav, the cheques being Nos. 824539 dated 11.03.2025 of Rs. 5,300/- ( Five thousand three hundred), 824538 dated 26.03.2025 of Rs. 5,300/- ( Five thousand three hundred) , 824537 dated 10.04.2025 of Rs. 5,092/- ( Five thousand ninety two) to Md. Wasim and the cheques being Nos. 824543 dated 11.03.2025 of Rs. 9,000/- (Nine thousand ), 824544 dated 26.03.2025 of Rs. 9,000/- ( Nine thousand ) and 824545 dated 10.04.2025 of Rs. 7000/- ( Seven thousand ) only drawn on Punjab National Bank, Old Court House Street, Kolkata – 700 001 to Meher Hossain as full and final settlement amount as per Memorandum of Settlement. The xerox copies of the said cheques were marked as Exbt. 1, 1/1/1/2, 2, 2/1, 2/2, 3, 3/1, 3/2 . Considered.

The Memorandum of Settlement dated 22.04.2025 and the joint petition dated 24.04.2025 filed by both the parties has duly been signed voluntarily by the applicants, Rajesh Yadav (P.W.1), Md. Wasim (P.W.2), Meher Hossain ( P.W.3) and Mr. Sailendra Nath Rakshit (O.P.W.1) authorized representative of the O.P. ( Manager of the Company). Since the matter has already been settled between the parties to the proceedings/case , 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. 48/2017 under Section 2A(2) of the Industrial Disputes Act, 1947, as amended , be and the same is disposed of in terms of the Memorandum of Settlement dated 22.04.2025. The Memorandum of Settlement dated 22.04.2025 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  
7<sup>th</sup>IndustrialTribunal  
Kolkata  
30.04.2025

**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**

**(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 .**