

In the matter of – An Industrial Dispute exists between M/s. Future Generali India Life Insurance Company Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kolkata – 700 016 AND Their workman Smt. Chai Ghosh, 65, Townshend Road, P.O. & P.O. Bhawanipore , Kolkata – 700025.

(Order of reference being No. G.O. No. Labr./68/(LC-IR) dated 03.02.2020 u/S 10(2A) of the Industrial Disputes Act, 1947)

**IN THE SEVENTH INDUSTRIAL TRIBUNAL, KOLKATA
WEST BENGAL
New Secretariat Buildings, Kolkata**

**Present:
Miss Yogita Gaurisaria ,
Judge, Seventh Industrial Tribunal, West Bengal**

Case No. 03/2020/10

This Award delivered on Tuesday, this the 3rd day of June, 2025

A W A R D

1. The instant case has been initiated on 04.02.2020 on receipt of copy of Government order of reference being G.O. No. Labr/68/(LC-IR) dated 03.02.2010 u/sec. 10(2A) of Industrial Disputes Act, 1947 from the Labour Department, IR Branch, Government of West Bengal referring an industrial dispute between M/s. Future Generali India Life Insurance Company Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kolkata – 700 016 AND Their workman Smt. Chai Ghosh, 65, Townshend Road, P.O. & P.O. Bhawanipore , Kolkata – 700025 for adjudication of the matter and for submitting its Award to the State Government in respect of the issues mentioned below—

ISSUE(S)

- I) Whether the termination of service of the workman namely Smt. Chai Ghosh, 65, Townshend Road, P.S. & P.O. – Bhawanipore, Kolkata- 700025 by way of refusal of employment by the management of Future Generali India Ltd., 242, Rashbehari Avenue,

Jitendra Enclave, 2nd Floor, Kokata- 700019 w.e.f. 02.07.2018 is justified ?

II) To what relief, if any, the workman is entitled ?

2. **Case of the applicant-workman**

The facts of the case of the applicant-workman as per her written statement in a nutshell is that-

(i) The Company M/s. Future Generali India Life Insurance Company Ltd is earning huge profits every year but the management of the company believes in hire and fire policy and disregards labour laws and resultantly discontinued the service of the applicant-workman by way of termination without any reason whatsoever.

(ii) The applicant was appointed as Certified Financial Planning Consultant in Grade M-I vide appointment letter dated 25.11.2015 and intimated about the starting date of employment on or before 14th December, 2015. As per one of the terms and conditions of the said appointment letter, it was stated that performance shall be assessed at regular pre-determined intervals and the employee shall be eligible for salary revision bases on individual performance as well as per company policy. It was also stated in the said appointment letter about the code of conduct which emanates that employee shall not at any time make any untrue or misleading statements in relation to the Company nor in particular after the termination of employment by or connected with the company. The said appointment letter also stipulated the age of retirement taking into account the date of birth in official record and the condition of termination of employment for Front Line Sales Employees and the notice period being 30 days during probation and 60 days after confirmation and that the company may terminate the service by paying salary in lieu of notice period.

(iii) The applicant-workman has neither executive power nor had the managerial power or any other power nor had the managerial power either to issue show cause or report against anyone's absence from work or any kind of managerial power during tenure of service.

(iv) After joining in service the applicant-workman had been discharging her duties, responsibilities with utmost sincerely, integrity and devotion and her service career at all material times was unblemished and that due to her rendering honest and sincere services, she was chosen for 3 nights and 4 days convention to Sri Lanka which, however, she could not attend as she had to look after her one year daughter. She further stated that the sincere services rendered by her made the other employees candidly go against her and the management of the OP/Company by one pretext after another tried to put her in wrong box.

(v) She further stated that the management of the Company explained about the job role which she has to perform i.e. the management of the Company will provide a set of customer details who are existing customers of the said company and the concerned workman has to provide services to them by selling policy and other products of the company and that she can sell the policy and products of the company even to the customers known to her.

(vi) She further stated that after giving birth to her child some times in the month of April, 2017, she rejoined the said company but unfortunately the management of the company did not refer her any customer so she worked on her own reference to sell the policies of the said company. She used to travel to East Midnapore to sell policies of the OP/Company to few customers through her own reference. After getting few references of interested customers, she had to travel to

East Midnapore again to negotiate with the customers for the purpose of selling policies. She got reference of one Mr. Manik Mahapatra of East Midnapore and sold him one policy of the OP/Company and since required to travel again to East Midnapore again to negotiate and as such, upon trust handed over the policy form to the management of the company to keep the said policy form of Manik Mahapatra in their custody till she returns. The OP/Company informed the applicant-workman about said customer's policy form being logged in their official record by signing on behalf of the applicant-workman. The applicant-workman later came to know that the management of the OP/Company forged the signature of the applicant-workman on the said policy bond of Mr. Manik Mahapatra and some other documents while she was in East Midnapore.

(vii) The applicant-workman on 19th January, 2018 made a communication to the management of the company stating that the name and identify and the residential address of the applicant-workman has been shown on the bond paper as 'Sales and Service Agent' whereas the concerned workman was appointed as 'Relationship Manager (CFPC)'. The applicant –workman stated that such deliberate irregularities are totally illegal and malpractice on the part of the OP/Company. But, the OP/Company overlooked and failed to take steps against such irregularity.

(viii) She further averred that on 28th April, 2018, the Vice President Human Resource of OP/Company made a communication to her wherein it was mentioned that the performance of her is below the target applicable and hence, placed her under "PEP" (Performance Enhancement Program), for a period from April, 2018 to June, 2018 and in the said communication, it was also mentioned that she would get only three months time (April-May-June) to achieve 31% of WFYP in the 1st and 2nd month of the PEP tenure and by the end of June, 2018, performance

achievement has to be greater than 50% but the said communication was made on 28th April, 2018 which is one such example of deliberate non application of mind and unethical business practice and shows that the management of the OP/Company expected the concerned workman to achieve three months target in two months time so as to make the applicant-workman incapable to achieve the said target within the stipulated time under which the management of the Company has taken a hyper technique way to justify their act and actions in holding the applicant-workman under performer and hence terminating her.

(ix) She further stated that finding some suspicious activities in her MS Outlook, the applicant-workman made a communication to server manager (IT Kolkata Life2) bringing to his notice about sudden deletion of archives from her MS Outlook filed from an unknown source and the same was replied and the problem was confirmed by the IT that indeed the archive has been deleted from the system permanently and the deleted files cannot be retrieved.

(x) She further stated averring that she being unable to discharge her official function and duties, made a representation to the Deputy Commissioner of Police, South East Division , Kolkata Police on 10th May, 2018 about her mental harassment with solitary motive to terminate her from employment. The applicant-workman also stated how she was hindered from performing and discharging her official duties at her workplace and that the applicant-workman signature having been forged by the OP/Company and subsequent tampering of her mails, files, archives, relating to official purpose store in the system of MS Outlook which were created by the applicant-workman during course of discharging and performing her official duties. Thereafter, on 18th June, 2018, the applicant-workman made a complaint to the Officer in-charge of Gariahat P.S. where she repeated, reiterated and narrated the incident of forgery of her signature in policy documents and the

said complaint was treated as an FIR dated 21st June, 2018 and the same was registered as Gariahat P.S. Case No. 164/2018 under Sections 120B/465/469/471 of IPC and the said matter is still pending before the Court of Ld. Chief Judicial Magistrate, Alipore.

(xi) She further stated that she through her Ld. Advocate made a representation to the Managing Director and CEO of the OP/Company narrating therein all the facts and circumstances of the aforesaid matter with a request to intervene and take appropriate steps against the persons named in the complaint, but unfortunately the said representation went unheeded but rather she was made victim of a foul game initiated by the management of the OP/Company which ultimately held her to be non performer thus resulting in her termination on 2nd July, 2018 from her employment. She further stated that at the time of her termination from service she was drawing wages/salary of Rs. 1,95,000/- per annum, being Rs. 16,250/- per month.

(xii) She also stated that before termination of her service the management of the O.P./Company did not give her opportunity of being heard nor issued any show cause or charge sheet which is a total disobedience to the practice, procedure and in violation of the provisions of statute and also disregard to the provisions of Industrial Disputes Act, 1947.

(xiii) She furthermore stated that in view of the order of termination from service, she tried to contact with the management of the Company but could not as they refused to contact with her and having no other alternative remedy, she raised an industrial dispute before the Assistant Labour Commissioner, N.S. Buildings, Kolkata for his kind intervention in respect of illegal termination from service and

the said Assistant Labour Commissioner having failed to arrive at a conclusion due to non compromising attitude of the management of the O.P./Company and thereafter on being approached by the applicant-workman submitted a failure report to the appropriate government and the appropriate government considering all aspects of the disputes was pleased to make a reference under Section 10 (2A) of the Industrial Disputes Act, 1947 before this Tribunal with terms of reference as hereinabove.

(xiv) The applicant-workman further stated that the nature of work and the functions of the applicant at all material times was within the definition of Sub-section 5 of section 2 of the said Act and the designation was given by the OP/Company only to gratify their lust to establish anti-labour outlook and to debar the workman to be governed by the provisions of the said Act.

(xv) The applicant-workman prayed to answer the issues of reference in her favour and for directing the OP/Company to reinstate the applicant-workman in service with all back wages and consequential service benefits including the non-payment of dues had the concerned workman been in service by an appropriate award.

3. Case of the OP/Company

The OP/Company after service of notice, entered appearance and filed Vakalatnama on 17.03.2020. The OP/Company since found absent on repeated calls on 08.10.2021 and no written statement having been filed by it, the case was directed to proceed exparte against the OP/Company by order dated 08.10.2021 and next date was fixed as 10.12.2021 for exparte hearing. On

10.12.2021, the Ld. Advocate for Op/Company without filing petition for vacating exparte order and without filing written statement prayed for time for filing the vacating petition and the Tribunal was however pleased to fix 17.12.2021 for filing petition for vacating the order of exparte hearing by OP and filing of WS by the OP i.d. exparte hearing. On 17.12.2021, the OP/Company filed petition for vacating exparte order and this Tribunal was pleased to vacate the exparte order dated 08.10.2021 and the Written Statement alongwith the list of documents was filed by the OP/Company.

The OP/Company was absent without steps on 19.04.2022 which was fixed for evidence from applicant/workman side. The case was adjourned to 02.06.2022. Again on 02.06.2022, the OP/Company was absent without steps. This Tribunal, considering the conduct of the OP/Company fixed 13.07.2022 for exparte hearing of the case.

Again on 13.07.2022, the OP/Company filed a petition for vacating exparte order and the exparte order dated 02.06.2022 was vacated by this Tribunal vide order dated 13.07.2022 and next date was fixed as 23.08.2022.

On 28.03.2023, the OP/Company filed a receipt of payment of cost of Rs. 2,000/- to the applicant/workman and prayed for adjournment which was allowed and next date was fixed as 07.06.2023 for evidence of applicant-workman side.

On 07.06.2023, the OP/Company was again absent on repeated calls and the OP/Company was directed to file show-cause as to why the case should not be heard exparte and 17.07.2023 was fixed as next date.

On 17.07.2023, the Ld. Advocate on record for the OP/Company was absent. One lady Advocate filed a petition styled as Show-cause petition on behalf of the Ld. Advocate Mr. Jamir Khan. This Tribunal found that the said petition was not signed by any authorized representative/ person of the

OP/Company. The Tribunal rejected the said Show-cause of the OP/Company and again directed for exparte hearing against the OP/Company.

The case of the OP/Company as brought out in the written statement filed by it in nutshell is as under--

- (i) The OP/Company denied each and every allegation brought against them as being false, concocted, afterthought, frivolous, fabricated and incorrect except those which are specifically admitted in the written statement. According to the OP/Company, the alleged dispute as set out by the applicant against them is not an industrial dispute within the meaning of Sec 2(k) of the Industrial Disputes Act as the applicant is not a workman within the meaning of Sec. 2(s) of the Industrial Act as the applicant was engaged on a post of Relationship Manager – Direct Sales from 27.11.2015 at the Kakurganchi Branch, Kolkata being the category of managerial and administrative as well as supervisory capacity. She was employed in supervisory capacity and drew more than Rs. 10,000/- as wages per month and primarily performed the functions of managerial nature. The OP/Company further stated that the applicant was terminated on a valid ground as she was underperformer and was put under PEP (Performance Enhancement Program) during which she repeatedly punched late logins in office everyday and marked her personal e-mail ID in all office communications and the applicant failed to discharge her duties with integrity, devotion and diligence as expected from a responsible Relationship Manager – Direct Sales of the Insurance Company which ultimately resulted facing reputational loss and detrimental to the interest of the Company. The OP/Company also stated that applicant has filed this case in order to gain undue advantage from the Company which has no valid ground.

- (ii) The OP/Company also stated that on 18.06.2018, the applicant filed complaint against two officials of the OP/Company alleging signature forgery and deletion of her email communications with the management of the OP/Company pertaining to the signature forgery. The OP/Company further stated that the applicant as complainant has specifically cited that issuance of the policy to Mr. Manik Mahapatra was falsely and fraudulently done in her name using her signature without her knowledge and consent. The OP/Company stated that the Application no. C00325357 towards policy number 01387942 with respect to policy of Mr. Manik Mahapatra was received by the company on 09.11.2017 and the policy in question was issued to the customer on 24.11.2017. Thereafter, the customer paid the first premium installment towards the subject policy and the company till date has not received any complaint from the customer. Though the policy was proposed on 09.11.2017 and the ECS mandate was signed on the same date, the applicant/workman brought allegations pertaining to her signature having been forged only in May, 2018. The applicant did not raise the issue of forgery with any of the company officials and directly approached for instituting FIR with false allegations. The allegations of signature forgery hold no merit as the applicant has been given due recognition for sourcing the said policy. The OP/Company further stated that in the month of December, 2017, the applicant was chosen for 3 nights and 4 days stay for convention to Sri Lanka by the company to be held in January, 2018 to which the applicant expressed her inability to travel as she has to look after her one year old daughter. In a subsequent mail, the applicant also thanked her reporting manager i.e. Arpan Baidya and the Regional Manager Mr. Asish Kumar Rout for helping

her to perform well and she also sought alternative reward for Sri Lanka convention which she could not attend.

- (iii) The OP/Company also stated that the applicant's performance for the quarter of January, February and March was found to be lacking as compared to the goals assigned to her and hence, by way of letter dated 28th April, 2018 the informant was put under a Performance Enhancement Program till 30th June, 2018 asking her to improve her performance, but no significant improvement was observed in the applicant's performance and she did not achieve the target as set out in the Performance Program and as the applicant did not achieve the targets set out in the Performance Program, her employment was terminated vide termination letter dated 02.07.2018.
- (iv) The OP/Company further stated that as soon as the applicant received the letter dated 28.04.2018, the applicant directly approached the Gariahat Police Station and leveled false allegations against her seniors and that she made the complaint with ulterior motive and malafide intention.
- (v) The OP/Company further stated that due to FIR being Gariahat PS Case No. 164 of 2018, the company officials moved for bail u/sec. 437 of CrPC wherein their bail prayers were allowed.
- (vi) The applicant has no cause of action for the instant case.
- (vii) The OP/Company prayed for declaration that alleged dispute is not an industrial dispute within meaning of section 2(k) of the Industrial Disputes Act, 1947 and that the applicant is not a workman within meaning of section 2(s) of the said Act and that the enquiry conducted by the OP/company is fair and proper and its action of dismissing the services of the applicant is legal and justified and that the applicant is not entitled to any relief and also prayed that the instant case be dismissed with exemplary costs.

4. EVIDENCES

The case proceeded exparte against the OP / Company as discussed hereinabove.

The applicant Smt Chai Ghosh led evidence and was examined as PW-1. The following documents were marked as Exhibits on her behalf—

<u>Sl. No.</u>	<u>Description</u>	<u>Exhibit No.</u>
1.	Photocopy of appointment letter dated 25.11.2015	Exbt-1
2.	Photocopy of email dated 19.01.2018	Exbt-2
3.	Photocopy of communication about Performance Enhancement Programme dated 28.04.2018	Exbt-3
4.	Photocopy of email dated 03.05.2018	Exbt-4
5.	Photocopy of letter of complaint to the Deputy Commissioner of Police dated 10.05.2018	Exbt-5
6.	Photocopy of the letter dated 18.06.2018 to the Officer-in-charge	Exbt-6
7.	Photocopy of Formal FIR dated 21.06.2018	Exbt-7
8.	Photocopy of Notice dated 26.06.2018	Exbt-8
9.	Photocopy of termination letter dated 02.07.2018	Exbt-9
10.	Photocopy of reply dated 26.07.2018 against termination letter dated 02.07.2018	Exbt-10
11.	Photocopy of the representation dated 01.10.2018	Exbt-11
12.	Photocopy of confirmation letter dated 09.06.2017	Exbt-12
13.	Photocopy of the reply given by the OP/Company against the legal Notice	Exbt-13
14.	Photocopy of the policy bond of Mr. Tapan Das which bears name of Smt Chai Ghosh as an agent of the OP/Company	Exbt-14

Heard the Ld. Advocate for the applicant/ workman. The Ld. Advocate for the applicant submitted that the applicant is a workman within the definition of workman under section 2(s) of the Industrial Disputes Act, 1947 read with the West Bengal Amendment Act 33 of 1986 (with effect from 21.08.1984) and West Bengal Act 57 of 1980 (with effect from 30.11.1981). The Ld. Advocate for the applicant/ workman submitted that the Sales Promotion employees are also within definition of workman in view of West Bengal Amendment. The Ld. Advocate for the applicant/ workman further submitted that the termination of the applicant/workman vide letter dated 02.07.2018 is nothing but retrenchment as defined under section 2(oo) of the Industrial Disputes Act,

1947 and does not fall within the exceptions as provided under section 2(oo) of the said Act and is illegal termination of the service of the applicant/ workman since the OP/Company did not comply the condition precedent to retrenchment as laid down under section 25F of the said Act, 1947 being compulsory obligation on the company and as such the said retrenchment is illegal retrenchment. The Ld. Advocate for the applicant/ workman further submitted that the applicant/ workman has not been in any gainful employment elsewhere since her said illegal retrenchment and therefore is entitled to full back wages with reinstatement with all consequential benefits including interest, costs and prayed for continuity of service.

The Ld. Advocate for the applicant/ workman relied on the following citations in support of his case-

1. Anand Regional Coop. Oil Seedsgrowers Union Ltd Vs. Shailesh Kumar Harshadbahi Shah (2006) 6 SCC 548
2. Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Ors (2013) 10 SCC 324
3. Narottam Chopra Vs P.O. Labour Court 1989 Supp (2) SCC 97
4. Raj Kumar Vs Director of Education (2016) 6 SCC 541
5. Hari Nandan Prasad Vs Employer FCI (2014) 7 SCC 190
6. Anoop Sharma Vs Public Health Division Haryana (2010) 5 SCC 497
7. Harjinder Singh Vs. Punjab State Warehousing Corporation 2010 (1) CLJ (SC) 113

Perused the case record alongwith the documents and the evidences, both oral and documentary.

The evidence of the applicant/ workman remained uncontroverted.

ISSUE No.1 & 2

Whether the termination of service of the workman namely Smt. Chai Ghosh, 65, Townshed Road, P.S. & P.O. – Bhawanipore, Kolkata- 700025 by way of refusal of

employment by the management of Future Generali India Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kokata- 700019 w.e.f. 02.07.2018 is justified ? To what relief, if any, the workman is entitled ?

Before proceeding further, I would like to dwell upon the settled position of law as laid down by the Hon'ble Apex Court in the case reported in (2006) 6 SCC 548 wherein the Hon'ble Apex Court interalia held—

“16. The precise question came up for consideration in Ananda Bazar Patrika (P) Ltd vs Workmen (SCC p.249) wherein it was held-

“3. The question whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and , conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.

17. A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.”

In light of the aforesaid contentions as well as uncontroverted evidences of the applicant/ workman brought in support thereof by the applicant/ workman and the settled position of law as regard to the term ‘workman’, I find that the applicant/ workman falls within the definition of workman as laid under section 2(s) of the Industrial Disputes Act, 1947 read with the West Bengal Amendment Act 33 of 1986 (with effect from 21.08.1984) and West Bengal Act 57 of 1980

(with effect from 30.11.1981). The applicant categorically averred in her application that her primary and essential duty was to promote sales of the insurance products of the Company. She also deposed the same in her Affidavit-in-chief. The Exhibit-3 (Performance Enhancement Program) dated 28.04.2018 as well as Exhibit-9 (termination letter dated 02-07-2018) fortifies that the basic nature of job performed by the applicant was of Sales Promotion employee though appointed with terminology “Certified Financial Planning Consultant” (Exhibit-1). From the exhibits, it appears that the nature of work to be performed by the applicant was the sale of insurance policies/products. She was directed to report to Field Development Manager within the direct Sales department of the company. I also do not find any supervisory power and/or function assigned to the applicant. Moreso, the Sales Promotion employees are also within the definition of workman in view of West Bengal Amendment. So, the applicant squarely falls within the definition of the workman under section 2(s) of the Industrial Disputes Act, as amended.

It also transpires from Exhibit-12 dated 09.06.2017 that the applicant/workman was confirmed in service with effect from 01.06.2017.

I further find that the OP/Company terminated the services of the applicant/workman by letter dated 02.07.2018 (Exhibit-9) by stating—

“As per the company policy, you are being given 15 days salary in lieu of notice period. This amount will come to you along with your full & final settlement.”

The OP/Company cited the reason as under-

“It is evident that you have not been able to clear the Performance Enhancement Program Target as mentioned in RACE (Roadmap for Achieving Career Excellence) policy.

During this period you have received repeated feedback by your reporting manager. However, we could not observe any significant improvement in your performance. We therefore regret to inform you that as per the RACE policy of the company, your services are terminated with immediate effect.”

It appears from Exhibit-1 (appointment letter) dated 25.11.2015 that it states with regard to termination as hereunder—

‘Termination of Employment

For Front line Sales employees, notice period during probation as well as on confirmation is 30 days. For all other employees, notice period is 30 days during probation and 60 days on confirmation. The Company may in its sole discretion terminate your employment by paying salary in lieu of notice period as mentioned hereinabove.”

The termination of services of the applicant/ workman vide letter dated 02.07.2018 falls within the definition of retrenchment as laid under section 2(oo) of the said Act, 1947 and does not fall within the exceptions as provided under section 2(oo) of the said Act and is illegal termination of the service of the applicant/ workman since the OP/Company did not comply the statutory conditions precedent to retrenchment as laid down under section 25F of the said Act, 1947 being compulsory obligation on the company and the said retrenchment is illegal retrenchment.

Therefore, in view of above referred oral testimony of the applicant (PW-1), duly corroborated by the exhibited documents, as well as my above made discussions and findings, I have no other alternative but to hold that the termination of service of the workman namely Smt. Chai Ghosh, 65, Townshed Road, P.S. & P.O. – Bhawanipore, Kolkata- 700025 by way of refusal of employment by the management of Future Generali India Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kolkata- 700019 w.e.f. 02.07.2018 is not

justified. Further, I have no hesitation to hold that she was terminated from her service by the OP/Company w.e.f. 02.07.2018 by issuing the letter of termination dated 02.07.2018 but without complying with the mandatory provision of Section 25F of the Industrial Disputes Act, 1947, which is not only illegal, void ab initio, but also against the principles of natural justice. So, her claim for reinstatement in service under the OP/Company is quite justified.

So, considering all aspects, evidence as well as materials on record, armed with discussions, discussed above, I hold that the applicant has been able to prove her case successfully and therefore, she is entitled to get an order of reinstatement in service in the OP/Company with full back wages alongwith all consequential benefits thereto.

Both the issues are, thus, disposed of in favour of the applicant and against the OP/company.

Hence, it is,

O r d e r e d

that the case being No. 03/2020 under Section 10 of the Industrial Disputes Act, 1947 be and the same is allowed exparte with cost of Rs. 1 lac (Rupees One Lac only). The letter of termination dated 02.07.2018 (Exhibit-9) is set aside being bad, illegal and unjustified.

The OP/Company is hereby directed to reinstate the applicant / workman namely, Smt. Chai Ghosh in service with full back wages alongwith all consequential benefits thereto and the services of the said applicant/workman shall be deemed to be continuous service without any break for all purposes. Besides the cost of Rs. 1 lac, the OP/Company is further directed also to pay a sum of Rs. 2 Lac (Rupees Two Lacs) as

compensation to the said applicant/workman for her mental agony and unnecessary harassment arising out of this litigation. The OP/Company is further directed to comply with the Award within a period of 30 days from the date of this Award, in default, the OP/Company has to pay interest @ 10% per annum from the effective date of this Award till the realization of the entire due amount, failing which the applicant / workman will be at liberty to put the Award in execution in accordance with law.

This is my Award.

Let a copy of the Award be forwarded to the appropriate authority as envisaged under the law.

Dictated & corrected by me

Judge

**(YOGITA GAURISARIA)
Judge,
Seventh Industrial Tribunal,
Kolkata
03.06.2025**

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



No. Labr/ 659 / (LC-IR)/ LABR-22015/1/2020

Date : 11-06-2025

ORDER

WHEREAS an industrial dispute existed between M/s. Future Generali India Life Insurance Company Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kolkata – 700 016, and their workman Smt. Chai Ghosh, 65, Townshend Road, P.O. & P.O. Bhawanipore, Kolkata – 700025, regarding the issues, being a matter specified in the second schedule of the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the 7th Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 03.06.2025 in Case No. 03/2020/10 on the said Industrial Dispute Vide e-mail dated 04.06.2025 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 hereby pleased 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/ 659 /1(5)/(LC-IR)/ LABR-22015/1/2020

Date: 11-06-2025

Copy forwarded for information and necessary action to :-

1. M/s. Future Generali India Life Insurance Company Ltd., 242, Rashbehari Avenue, Jitendra Enclave, 2nd Floor, Kolkata – 700 016.
2. Smt. Chai Ghosh, 65, Townshend Road, P.O. & P.O. Bhawanipore, Kolkata – 700025.
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 request to cast the Award in the Department's website.



Assistant Secretary

to the Government of West Bengal

No. Labr/ 659 /2(3)/(LC-IR)/ LABR-22015/1/2020

Date: 11-06-2025

Copy forwarded for information to:

1. The Judge, 7th Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to his e-mail dated 04.06.2025.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.
3. Office Copy.



Assistant Secretary

to the Government of West Bengal