

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/ 838 / (LC-IR)/ 22015(16)/258/2018

Date : 23-07-2025

ORDER

WHEREAS under Labour Department's Order No. 1134 - I.R./I.R./11L-100/15 dated 16.11.2015 with reference to the Industrial Dispute between M/s. Pasteur Laboratories Private Limited, 2A, Biudhan Sarani, Kolkata-700006 and its workmen represented by (1) Pasteur Laboratories (P) Ltd Jatitabadi Karmi Union (Regn. No. 25624), (2) Pasteur Laboratories (P) Ltd Employees Union (Regn. No. 14148), regarding the issues mentioned in the said order, being a matter specified in the Second Schedule of the Industrial Dispute Act' 1947 (14 of 1947), was referred for adjudication to the 5<sup>th</sup> Industrial Tribunal, Kolkata.

AND WHEREAS the 5<sup>th</sup> Industrial Tribunal, Kolkata, has submitted to the State Government its Award dated 04.07.2025 in Case No. VIII - 46/2015 on the said Industrial Dispute Vide e-mail dated 17.07.2025 in compliance of Section 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/ 838 /1(6)/(LC-IR)/ 22015(16)/258/2018

Date : 23-07-2025

Copy forwarded for information and necessary action to:

1. M/s. Pasteur Laboratories Private Limited, 2A, Biudhan Sarani, Kolkata-700006.
2. Pasteur Laboratories (P) Ltd Jatitabadi Karmi Union (Regn. No. 25624).
3. Pasteur Laboratories (P) Ltd Employees Union (Regn. No. 14148).
4. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
5. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Building, 1, K. S. Roy Road, 11<sup>th</sup> Floor, Kolkata- 700001.
6. 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/ 838 /2(3)/(LC-IR)/ 22015(16)/258/2018

Date : 23-07-2025

Copy forwarded for information to :

1. The Judge, 5<sup>th</sup> Industrial Tribunal, Kolkata, N.S. Building, 1, K.S. Roy Road, Kolkata-700001 with reference to his e-mail dated 17.07.2025.
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 matter of an industrial disputes between (1) Pasteur Laboratories (P) Ltd Jatiotabadi Karmi Union (Regn. No. 25624), (2) Pasteur Laboratories (P) Ltd Employees Union (Regn. No. 14148) against M/s. Pasteur Laboratories Private Limited, 2A, Biudhan Sarani, Kolkata-700 006.

**Case No. VIII-46/2015 of the Industrial Disputes Act, 1947**

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**Present : Sri Bibekananda Sur,  
Judge, 5<sup>th</sup> Industrial Tribunal, Kolkata  
In charge of 2<sup>nd</sup> Industrial Tribunal, Kolkata**

**A W A R D D A T E D , 04/07/2025**

An industrial dispute between (1) Pasteur Laboratories (P) Ltd Jatiotabadi Karmi Union (Regn. No. 25624), (2) Pasteur Laboratories (P) Ltd Employees Union (Regn. No. 14148) against M/s. Pasteur Laboratories Private Limited, 2A, Biudhan Sarani, Kolkata-700 006 Vide G. O. No. 1134-I.R./I.R./11L-100/15 dated 16.11.2015 and reference no. 3115-IR/IR/3A-6/59, dated 21/06/1960 referred to this Tribunal for adjudication for the purpose of adjudication of the case.

**I S S U E (S)**

- (1) One time lump sum increment in Basic and Dearness Allowance.
- (2) Annual increment, Half Yearly D.A., House Rent Allowance, Over Time Wages, Tiffin Allowance, Death Benefit, Die-in-harness appointment and Leave in emergency.

Originally the case record is fixed for negotiation for settlement and both the parties filed a joint petition and submitted that both the parties have agreed among themselves to settle the disputes and to that effect they like to file a memorandum of settlement before this Tribunal.

Both the workman and the representative of the management adduced evidence in this case.

The memorandum of settlement duly signed by both the parties supported by verification and also prayed for disposed of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are present along-with their Ld. Advocates and Ld. Advocate for PASTEUR LABORATORIES PRIVATE LIMITED

and the workman submitted that they have no objection if the instant case is disposed of on the basis of the terms and conditions of the Memorandum of Settlement.

Both the Ld. Advocates of the parties jointly submitted that the dispute between the parties in the present case has been amicably settled out of Court / Tribunal and to that effect a Memorandum of Settlement dated 04.07.2025 has been prepared by both the parties and the parties also finalized their disputes in terms of the Memorandum of the Settlement. In view of the above facts and circumstances both the parties prayed for disposal of the case in terms of Memorandum of Settlement dated 04.07.2025.

In support of their contention the Secretary, PASTEUR LABORATORIES (P) LTD EMPLOYEES UNION (REGN. NO. 14148) examined himself as PW-1, who is the workman of PASTEUR LABORATORIES PRIVATE LIMITED and the memorandum of settlement is marked as Exhibit-1. He also admitted and agreed with the terms and condition of the Memorandum of Settlement and prays for disposal of the case in view of the Terms and Conditions of the Memorandum of settlement and his cross examination revealed that there is no due from the company.

On the contrary Krishnendu Law, one of the Director of the PASTEUR LABORATORIES PRIVATE LIMITED duly authorized by the Board of directors examined himself as OPW-1 and the photocopy of resolution dated \_\_\_\_\_ of PASTEUR LABORATORIES PRIVATE LIMITED and its union named as PASTEUR LABORATORIES (P) LTD EMPLOYEES UNION (REGN. NO. 14148) and the authorization made in favour of the OPW-1 is marked as Exhibit-\_\_\_\_\_ and he has categorically stated about the settlement by and between the parties has been amicably settled and he also stated that the management PASTEUR LABORATORIES PRIVATE LIMITED has no objection if the present case is disposed off as per terms and conditions of the settlement petition and practically the management of PASTEUR LABORATORIES PRIVATE LIMITED also prayed for disposal of the case on the basis of the terms and condition of the settlement petition dated 04.07.2025.

This Tribunal has carefully examined the terms and condition of the memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties.

It reveals that the management of PASTEUR LABORATORIES PRIVATE LIMITED duly authorized vide resolution dated \_\_\_\_\_ to empower the Directors of the PASTEUR LABORATORIES PRIVATE LIMITED to sign and execute the terms of settlement between the parties and accordingly the Directors of the PASTEUR LABORATORIES PRIVATE LIMITED put their signatures upon the same. It further reveals that the management has arranged for making payment of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the workmen through Banker's Cheque of \_\_\_\_\_ Bank, \_\_\_\_\_ Branch for the amount of Rs. \_\_\_\_\_ in favour of the workmen of the PASTEUR LABORATORIES PRIVATE LIMITED and the same has been admitted by the Secretary of the Union in his examination in chief.

Having regard to the facts and circumstances and considering the materials on records and the terms of the settlement, this Tribunal is of the opinion that the terms and conditions of the settlement dated 04.07.2025 by and between the parties of this case are legally valid and proper.

There is no legal impediment to accept the terms and condition of the settlement and to dispose of the case between the parties.

Hence,

**ORDERED**

that the application dated 04.07.2025, filed by both the parties are allowed in presence of both the parties of this proceeding along-with their advocates.

Accordingly the terms of the memorandum of settlement dated 04.07.2025 is accepted subject to encashment of the cheque drawn in favour of the workmen of the PASTEUR LABORATORIES (P) LTD EMPLOYEES UNION (REGN. NO. 14148)

on \_\_\_\_\_ Kolkata Branch and the said memorandum of settlement be made part of this award.

This is the Award of this Tribunal.

Dictated & corrected by me.

Judge

Sd/-  
(Bibekananda Sur)  
Judge  
5<sup>th</sup> Industrial Tribunal, Kolkata  
& In charge of 2<sup>nd</sup> Industrial Tribunal, Kolkata

**GOVERNMENT OF WEST BENGAL  
DIRECTORATE OF INDUSTRIAL TRIBUNALS  
NEW SECRETARIAT BUILDINGS  
BLOCK – 'A', 2<sup>ND</sup> FLOOR  
1, KIRAN SANKAR ROY ROAD  
KOLKATA – 700001**

Memo No. Dte/5<sup>th</sup> I.T/023/2025

Dated Kolkata, the 16/07/2025

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From: Shri Bibekananda Sur,  
Judge,  
5<sup>th</sup> Industrial Tribunal &  
I/c. of 2<sup>nd</sup> Industrial Tribunal,  
Kolkata – 1.

To : The Secretary to the  
Govt. of West Bengal,  
Labour Department,  
New Secretariat Buildings, 12<sup>th</sup> Floor,  
1, Kiran Sankar Roy Road,  
Kolkata – 700 001.

Sub: (1) Pasteur Laboratories (P) Ltd Jatiotabadi Karmi Union  
(Regn. No. 25624), (2) Pasteur Laboratories (P) Ltd Employees  
Union (Regn. No. 14148) against M/s. Pasteur Laboratories  
Private Limited ( Case No. VIII – 46 of 2015 U/s. 10 of the I.D. Act.

Sir,

I am sending herewith the Award passed in the matter of an industrial dispute between O.P. NO. (1) Pasteur Laboratories (P) Ltd Jatiotabadi Karmi Union (Regn. No. 25624), (2) Pasteur Laboratories (P) Ltd Employees Union (Regn. No. 14148) against M/s. Pasteur Laboratories Private Limited, 2A, Biudhan Sarani, Kolkata-700 006 being case No. VIII-46/2015 U/s. 10 of the I.D. Act for information and necessary action.

Encl: As stated above.

Yours faithfully,

( Bibekananda Sur )  
Judge,  
Fifth Industrial Tribunal  
& I/c. of Eighth Industrial Tribunal,  
Kolkata  
04.07.2025