

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

No. Labr/ 844 / (LC-IR)/ 22015(16)/95/2025

Date : 23-07-2025


ORDER

WHEREAS an industrial dispute existed between M/s Anglo French Drugs and Industries Ltd., Registered Office at Plot No.4, Phase – II, Peenya Industrial Area, Bengaluru 560058 and its workman Sri Sushim Mukherjee, Flat No 12,3/34, Azad Garh, P.O. – Regent Park, Kolkata – 700040, regarding the issues, being a matter specified in the second schedule of the Industrial Dispute Act' 1947 (14 of 1947);

AND WHEREAS the 2nd Industrial Tribunal, Kolkata has submitted to the State Government its Award dated 07.07.2025 in Case No. 01 / 2021 on the said Industrial Dispute Vide e-mail dated 18.07.2025 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/ 844 / 1(5)/(LC-IR)/ 22015(16)/95/2025

Date : 23-07-2025

Copy forwarded for information and necessary action to :-

1. M/s Anglo French Drugs and Industries Ltd., Registered Office at Plot No.4, Phase – II, Peenya Industrial Area, Bengaluru 560058.
2. Sri Sushim Mukherjee, Flat No 12,3/34, Azad Garh, P.O. – Regent Park, Kolkata – 700040.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The OSD & EO 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/ 844 / 2(3)/(LC-IR)/ 22015(16)/95/2025

Date : 23-07-2025

Copy forwarded for information to :-

1. The Judge, 2nd Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to his e-mail dated 18.07.2025.
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 dispute filed by the workman Sri Sushim Mukherjee residing at Flat No 12,3/34, Azad Garh, P.O. – Regent Park, Kolkata – 700040 against M/s Anglo French Drugs and Industries Ltd. Registered Office at Plot No.4, Phase – II, Peenya Industrial Area Bengaluru 560058 U/s. 2A(1) (2)(3) of the Industrial Disputes Act, 1947.
(Case No. 01/2021)**

**Present : Sri Bibekananda Sur,
Judge,
5th Industrial Tribunal, Kolkata &
In charge of 2nd Industrial Tribunal, Kolkata**

A W A R D
DATED, 07.07.2025

An industrial dispute between the workman Sushim Mukherjee residing at Flat No 12,3/34, Azad Garh, P.O. – Regent Park, Kolkata – 700040 against M/s Anglo French Drugs and Industries Ltd. Registered Office at Plot No.4, Phase – II, Peenya Industrial Area Bengaluru 560058 U/s. 2A(1) (2)(3) of the Industrial Disputes Act, 1947. On the basis of both the written statements this Tribunal has framed the following issues on 27.09.2023 for the purpose of adjudication of the case.

I S S U E S

- (1) Is the case maintainable in its present form and law?
- (2) Has the petitioner any cause of action to file this case?
- (3) Is the petitioner entitled to get relief as prayed for?
- (4) To what other relief or reliefs, if any, is the petitioner entitled?

The case record shows that both the parties after filing their respective written statements adduced evidence by the respective opposite sides.

During evidence stage, the matter was negotiated in between the parties and in the meantime on 26.06.2025 Ld. Advocates of both the parties, workman and Company representatives intended to settle the matter between the worker and the company representatives and accordingly on 26.06.2025 the matter of settlement was taken up for hearing due to a put up petition moved on that day along with a petition for settlement together with the memorandum of settlement.

Both the workman and the representative of the management adduced evidence in this case on 26.06.2025. Accordingly, the matter was proceeded for hearing of the same. The Memorandum of Settlement duly signed by both the parties supported by a prayer for disposal of the case as per terms and conditions set forth in the Memorandum of Settlement. Both the parties are present along-with their Ld. Advocates and they 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 26.06.2025 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 26.06.2025. The Signature of the workman and the representative of the company are respectively marked as Exhibit A on the memorandum of settlement.

On the contrary Ritwik Pal Vice President of the company **M/s Anglo French Drugs and Industries Ltd** being authorized by the Board of directors examined himself as OPW-1 and he has categorically stated about the settlement by and between the parties and amicably settled on 26.06.2025. He also stated that the management of **M/s Anglo French Drugs and Industries Ltd** has no objection if the present case is disposed off as per terms and conditions of the settlement petition and practically the management of **M/s Anglo French Drugs and Industries Ltd** also prayed for disposal of the case on the basis of the terms and condition of the settlement petition dated 26.06.2025.

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 **M/s Anglo French Drugs and Industries Ltd** duly authorized vide resolution dated 16.06.2025 to empower the Vice President to sign and execute the terms of settlement between the parties and accordingly the Vice President of the company **M/s Anglo French Drugs and Industries Ltd** put his signatures upon the same. It further reveals that the management has arranged for making payment of Rs. 2,33,771/- (Rupees Two lakhs thirty three thousand and seven hundred seventy one only) to the Petitioner Sri Sushim Mukherjee by two demand draft No.270399 for the amount of Rs.1,51,040/- and Demand Draft No.270400 for the amount of Rs. 82,731/- amounting to Rs.2,33,771/- ((Rupees Two lakhs thirty three thousand and seven hundred seventy one only) in favour of the workman Sushim Mukherjee and the same has been admitted by the workman in his examination-in-chief. Accordingly, 07.07.2025 has been fixed for intimation to the Tribunal about encashment of Bank Drafts by the workman and thereafter necessary order was scheduled to be passed and accordingly, on 07.07.2025 the Petitioner Sri Sushim Mukherjee filed a petition stating that in terms of the settlement, two demand draft No.270399 for the amount of Rs.1,51,040/- and Demand Draft No.270400 for the amount of Rs. 82,731/- amounting to Rs.2,33,771/- ((Rupees Two lakhs thirty three thousand and seven hundred seventy one only) as handed over to the workman which has since

been credited to his Bank Account. In support of that the workman granted the money receipt and thereby acknowledged the same on 07.07.2025.

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 26.06.2025 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 26.06.2025, filed by both the parties are allowed in presence of both the parties of this proceeding along-with their respective Learned Advocates.

Accordingly the terms of the memorandum of settlement dated 26.06.2025 is accepted and the said memorandum of settlement is made part of this award.

This is the Award of this Tribunal.

Dictated & corrected by me.

Judge

Sd/-
Judge
5th Industrial Tribunal
& I/C of 2nd Industrial Tribunal
Kolkata

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

Memo No. Dte/2nd I.T./21/2025

Dated, Kolkata, the 18.07.2025

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

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

Sub: An industrial dispute between workman **Sri Sushim Mukherjee & M/s Anglo French Drugs and Industries Ltd.** vide being **Case No. 01/2021** of the Industrial Disputes Act, 1947.

Sir,

I am sending herewith the Award passed in the matter of an industrial dispute between workman **Sushim Mukherjee** residing at Flat No 12,3/34, Azad Garh, P.O. – Regent Park, Kolkata – 700040 against **M/s Anglo French Drugs and Industries Ltd.** Registered Office at Plot No.4, Phase – II, Peenya Industrial Area Bengaluru 560058 of the Industrial Disputes Act, 1947 being **Case No. 01/2021** U/s. 2A(2) of the Industrial Disputes Act, 1947 for information and necessary action.

Encl: As stated above.

Yours faithfully,

Sd/-
Judge,
Fifth Industrial Tribunal
& I/c. of Second Industrial Tribunal,
Kolkata
17.04.2025