

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

No. Labr/ 848 /(LC-IR)/ 22015(16)/96/2025

Date : 24-07-2025

ORDER

WHEREAS an industrial dispute existed between M/s Glenmark Pharmaceuticals Limited, 152, Hem Chandra Naskar Road, Beliaghata, Kolkata – 700010 and its Head Office at B/2, Mahalaxmi Chamber, 22, Bhulabhai Desai Road, Mumbai - 400026 and its workman Smt. Bindu Barik, D/o Sri Ranjit Barik, C/o Diptarup Banerjee, 6C, Ram Joy Seal Lane, Kolkata - 700006, 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 16.07.2025 in Case No. 33 of 2014 on the said Industrial Dispute Vide e-mail dated 21.07.2025 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/ 848 /1(5)/(LC-IR)/ 22015(16)/96/2025

Date : 24-07-2025

Copy forwarded for information and necessary action to :-

1. M/s Glenmark Pharmaceuticals Limited, 152, Hem Chandra Naskar Road, Beliaghata, Kolkata – 700010.
2. Smt. Bindu Barik, D/o Sri Ranjit Barik, C/o Diptarup Banerjee, 6C, Ram Joy Seal Lane, Kolkata - 700006.
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/ 848 /2(3)/(LC-IR)/ 22015(16)/96/2025

Date : 24-07-2025

Copy forwarded for information to :-

1. The Judge, 7th Industrial Tribunal, N. S. Building, 1, K.S. Roy Road, Kolkata - 700001 with reference to her e-mail dated 21.07.2025.
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 SEVENTH INDUSTRIAL TRIBUNAL, KOLKATA,
WEST BENGAL**

New Secretariat Buildings, Kolkata

Present : Miss Yogita Gaurisaria, Judge, Seventh Industrial Tribunal, Kolkata

Case No. 33 of 2014 Under Section 10(1B)(d)

Smt. Bindu Barik , D/o Sri Ranjit Barik, residing at C/o Diptarup Banerjee, 6C,
Ram Joy Seal Lane, , Kolkata – 700 006

.....Applicant

Vs.

M/s Glenmark Pharmaceuticals Limited , 152, Hem Chandra Naskar Road,
Beliaghata, Kolkata – 700 010 and its Head Office at B/2, Mahalaxmi Chamber,
22, Bhulabhai Desai Road, Mumbai- 400 026..... Opposite Party

A W A R D

This Award is delivered on Wednesday, the 16th Day of July, 2025.

The case record is taken up for passing award in terms of the Memorandum of Settlement .

Perused the Memorandum of Settlement dated 15.07.2025 (Exbt. B), joint petition filed by the parties as well as evidence of the applicant Smt. Bindu Barik (P.W.1) and Mr. Anil Shukla, Vice President (Legal) of M/s Glenmark Pharmaceuticals Limited , authorized representative of the Opposite Party/Company namely M/s Glenmark Pharmaceuticals Limited (O.P.W.1), the copy of the resolution (Exbt. A) and Exbts. 1, 1/1 and 1/2 so adduced in support of said Memorandum of Settlement (Exbt.B).

It appears from the evidence of P.W.1 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 15.07.2025 (Exbt. B) . I further find from the joint petition dated 15.07.2025, Memorandum of Settlement as well as from the evidence of both parties that the Company has handed over two Demand Drafts – one demand draft being No. 000695 dated 10.07.2025 of Rs. 9,00,000/- (Nine lakh) only drawn on Bank of India, Andheri LCB Branch, Mumbai North- 400058 and another Demand Draft being No.

Contd.....P/2

(2)

000696 dated 10.07.2025 of Rs. 3,50,000/- (Three lakh fifty thousand) only drawn on Bank of India, Andheri LCB Branch, Mumbai North- 400058 to the applicant as full and final settlement amount and also that the applicant (P.W.1) has no grievance against the O.P./Company at present. The xerox copy of the said two demand drafts of full and final settlement amount has been marked as Exbt.1 and 1/1 respectively and the receiving endorsement of the same by the applicant has been marked as Exbt.1/2.

Considered.

The Memorandum of Settlement dated 15.07.2025 and the joint petition dated 15.07.2025 filed by both the parties has duly been signed by the applicant Smt. Bindu Barik (P.W.1) and Mr. Anil Shukla (O.P.W.1) representing the Opposite Party/Company voluntarily. Since the matter has already been settled between the parties to the proceeding of the instant dispute, 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. 33/2014 under Section 10(1B)(d) of the Industrial Disputes Act, 1947, as amended, be and the same is disposed of in terms of the Memorandum of Settlement dated 15.07.2025. The Memorandum of Settlement dated 15.07.2025 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
7th Industrial Tribunal
Kolkata
16.07.2025

In the Seventh Industrial Tribunal, West Bengal at Kolkata

Case No. 33 of 2014

Bindu Barik

... Applicant

Versus

Glenmark Pharmaceuticals Limited

... Opposite Party

In the Matter of:

Industrial Disputes Act, 1947;

And

In the Matter of:

Section 10 of the said Act;

And

In the Matter of:

Domestic Enquiry Report dated 28th
February, 2013 issued by the Enquiry
Officer;

And

In the matter of:

dismissal order vide termination letter
dated 22nd May 2013;

In the matter of:

BINDU BARIK, residing at C/o.
Diptarup Banerjee, 6C, Ram Joy Seal
Lane, Kolkata - 700006

...Applicant

Bindu Barik
15/07/2025

Anil Shukla



- Versus -

GLENMARK PHARMACEUTICALS

LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at B/2, Mahalaxmi Chamber, 22, Bhulabhai Desai Road, Mumbai - 400 026.

... Opposite Party

TERMS OF SETTLEMENT

- 1) The above mentioned case was registered under Section 10(1B)(d) of the Industrial Disputes Act, 1947 by the Applicant.
- 2) The Applicant was ex-employee of the Opposite Party and due to certain disputes and differences that arose a domestic enquiry was initiated and Enquiry Officer after conducting the enquiry submitted its report dated 28th February, 2013 concluding in favour of the Opposite Party.
- 3) Pursuant to the domestic enquiry report, Opposite Party terminated the employment of the Applicant and Applicant aggrieved by such termination, challenged the same by filing an application before the Assistant Labour Commissioner (ALC). The Applicant obtained a certificate u/s 10(1B)(b) of the Act and filed an application u/s 10(1B)(c) before this Hon'ble Tribunal. The Parties filed their respective say and one of the preliminary objection raised by the Applicant was that the domestic enquiry was not conducted properly and therefore the Opposite Party made a submission that the issue in connection with conducting of the domestic enquiry should be decided first.
- 4) Applicant in the meantime approached the Hon'ble High Court and

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obtained a direction vide order dated 13th March 2025 that the matter be heard and decided expeditiously within a period of three (3) months from the date of the order.

- 5) Pursuant to the aforesaid direction of the Hon'ble High Court, the Parties have concluded their pleadings, evidence and arguments during 18th and 19th June 2025. Parties have also filed their written submissions in the matter thereafter.
- 6) During the hearing on 18th June 2025 there have been discussions between the parties regarding settlement of the entire disputes between them.
- 7) The Applicant has offered to withdraw her entire claim, contentions, allegations and demands against the Opposite Party for a lump sum amount of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only).
- 8) The Parties have, with a view to close the entire disputes, have agreed as follows:
 - a. Opposite Party hereby hands over two Demand Drafts bearing nos. 000695 (for Rs. 9,00,000/- (Rupees Nine Lakhs Only)) and 000696 (Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only)) both dated 10-07-2025 drawn on Bank of India in favour of the Applicant payable at Kolkata for an aggregate amount of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only);
 - b. Applicant hereby acknowledges receipt of the aforesaid two demand drafts and withdraws her entire claim, contention, allegations and demands as contained in her pleadings before the Hon'ble Tribunal or otherwise;
 - c. Applicant hereby acknowledges and declares that save and except the aforesaid amount of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only), she neither has nor will have any other or further claim against the Opposite Party and undertakes that neither she or anyone claiming under her shall neither have nor raise any claim, contentions and/or demand against the Opposite Party in future in any manner whatsoever.

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- 9) On and from the date hereof, the Opposite Party shall have no further liability on account of various claims and/or demands as raised by the Applicant in her pleadings and/or submissions before this Hon'ble Tribunal or otherwise pertaining to its past employment with the Opposite Party or any way relating thereto.
- 10) The Applicant hereby release, acquit and discharge the Opposite Party, including its directors, officers, representatives and agents from all claims and/or demands in respect of any dues pertaining to its employment with the Opposite Party and also in respect of those arising out of the dispute so referred to this Hon'ble Tribunal and that the said dispute/dues stands fully satisfied and completed.
- 11) The parties hereto confirm and declare that they have voluntarily and on their own free will and volition, arrived at this settlement.
- 12) Save claims expressly mentioned in this Terms of Settlement, the parties hereto state that they have no further claims and demands against each other and all disputes and differences have been amicably settled by the parties hereto. The parties hereto agree that they shall not initiate any action against each other in future in respect of the subject matter of the present dispute.
- 13) At all times, the parties agree to keep the Terms of Settlement confidential and shall not disclose any information related to this Terms of Settlement to any third party(s), except as required under law or with the prior written consent of the other party.
- 14) The said Case No. 33 of 2014 along with all applications shall stand disposed of on the basis of this Terms of Settlement and a joint

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application by the parties to the said effect will be filed on July 15, 2025.

- 15) Parties shall pay and bear their respective costs.

Dated this 15th day of July, 2025.

GLENMARK PHARMACEUTICALS BINDU BARIK
LIMITED

Anil Shankar
(Opposite Party)
15.07.2025

Ankitapadhyay
Advocate
(Their Advocates)

Bindu Barik
(Applicant)
15/07/2025

S. Jengupta
Advocate
(Their Advocates)