

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/.195 ./.(LC-IR)/ 11L-68/17 Date: 15.03.2023

**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. 1074/(LC-IR)/IR/11L-68/17 dated 02/11/2017 the Industrial Dispute between M/s Amalgamated Development Ltd., 7, Munshi Premchand Sarani, Hastings, Kolkata - 700022 and Sri Janak Mukhia, C/o. Ramen Pandey, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata - 700017 regarding the issue mentioned in the said order, being a matter specified in the Second Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Fifth Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 28/02/2023 on the said Industrial Dispute vide memo no 257 - L.T. dated - 28/02/2023.

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 as shown in the Annexure hereto.

**ANNEXURE**

(Attached herewith)

By order of the Governor

*sd/*

Sr. Deputy Secretary  
to the Government of West Bengal

I/375240/2023

No. Labr/195/1(5) (LC-IR)

Date: 15-03-2023

Copy, with a copy of the Award, forwarded for information and necessary action to:

1. M/s Amalgamated Development Ltd., 7, Munshi Premchand Sarani, Hastings, Kolkata - 700022.
2. Sri Janak Mukhia, C/o. Ramen Pandey, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata - 700017.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D & E.O. Labour Commissioner, W.B. New Secretariate Building, 1, K. S. Roy Road, 11<sup>th</sup> Floor, Kolkata- 700001.
5. The Sr. Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

*TTK*  
*18/3*  
*Dipankar*  
*As*  
*16/03/2023*

*W*  
*15/03*  
Sr. Deputy Secretary

No. Labr/195/2(2) (LC-IR)

Date: 15-03-2023

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal, West Bengal with reference to his Memo No.257 - L.T. dated - 28/02/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Sr. Deputy Secretary

**Before the 5<sup>th</sup> Industrial Tribunals, Kolkata**

**Case No. VIII-23/2017**

**Under Section 10 read with Section 2A  
of the Industrial Disputes Act, 1947**

**M/s. Amalgamated Development Limited  
-VS-  
Sri Janak Mukhia.**

**A W A R D D A T E D, 28/02/2023**

This Industrial Dispute between M/s. Amalgamated Development Limited, 7, Munshi Premchand Sarani, Hastings, Kolkata – 700 022 and Sri Janak Mukhia, C/o. Ramen Pandey, Maruti Building, Ground Floor, 12, Loudon Street, Kolkata – 700 017 has been transferred from Labour Department, I.R. Branch, New Secretariat Buildings (12<sup>th</sup> Floor), 1, Kiran Sankar Roy Road, Kolkata – 700 001 to the 7<sup>th</sup> Industrial Tribunal by the Govt. of West Bengal, Labour Department's Vide G. O. No. Labr./1074/(LC-IR)/IR/11L-68/17, dated 02/11/2017 for adjudication upon the under mentioned the following issues. Thereafter, the case record again transferred before this Tribunal Vide Order No. Labr./699/(LC-IR)/23099/15/2019, dated 26/07/2019 for the purpose of adjudication.

**I S S U E S**

- (1) Whether the termination of service of Janak Mukhia by way of refusal of employment with effect from 16/02/2016 by the management of M/s. Amalgamated Development Ltd. is justified ?
- (2) What relief, if any the workman is entitled to ?

Originally the case record was fixed for further cross-examination of PW-1 on 23/09/2022, but on that day 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. Today they have filed a memorandum of settlement duly signed by both the parties and also two affidavits in chief one of Sri Janak Mukhia i.e. the workman of this case and another is of Mr. Pradip Kumar Khan who has represented the company i.e. M/s. Amalgamated Development Limited. They also prayed for disposal 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 M/s. Amalgamated Development Ltd. submitted that they have no objection if the instant case is disposed off on the basis of the terms and conditions of the Memorandum of Settlement.



*Salw*  
28.02.2023  
5th Industrial Tribunal, Kolkata  
GOVT. OF WEST BENGAL

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 28/02/2023 has 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 28/02/2023.

In support of their contention the workman Sri Janak Mukhia examined himself as PW-1, who was the workman of M/s. Amalgamated Development Ltd. and the memorandum of settlement is marked as Exhibit-1 and the photocopies of his Aadhaar and PAN Card of Sri Janak Mukhia are marked as Exhibit-2 and Exhibit-3 respectively. 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 is declined by the Ld. Advocate of M/s. Amalgamated Development Ltd.

On the contrary one of the Director of M/s. Amalgamated Development Ltd. namely Sri Pradip Kumar Khan examined himself as MW-1 and the photocopy of authorization dated 28/02/2022 of M/s. Amalgamated Development Ltd. is marked as Exhibit-A and the photocopy of Aadhaar Card is marked as Exhibit-B and the photocopy of HDFC Bank Draft dated 28/02/2023 is marked as Exhibit-C and he has categorically stated about the settlement by and between the parties and he also stated that the management of M/s. Amalgamated Development 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. Amalgamated Development Ltd. also prays for disposed off the case on the basis of the terms and condition of the settlement petition and his cross-examination is also declined by the Ld. Advocate for the workman.

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. Amalgamated Development Ltd. duly authorized vide Authorization Certificate dated 28/02/2023 empowered to Sri Pradip Kumar Khan to sign and execute the terms of settlement between the parties and accordingly Sri Pradip Kumar Khan put his signatures upon the same and the workman Sri Janak Mukhia also signed upon the same about knowing its contents. It further reveals that the management has paid Rs. 3,70,000/- (Rupees Three Lakhs Seventy Thousands only) to the petitioner Sri Janak Mukhia through Bank Draft of H.D.F.C. Bank, Stephen House, Kolkata – 700 001, Ref. No. 000812294386, which has been admitted by the petitioner to Sri Janak Mukhia in his examination-in-chief.



*Pradip*  
28.02.2023

28.02.2023  
National Labor Tribunal  
West Bengal, Kolkata

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 28/02/2023 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 off the case between the parties.

Hence,

**ORDERED**

that the application dated 28/02/2023, filed by both the parties are allowed in presence of both the parties of this proceeding along with their advocates. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 28/02/2023 and the said memorandum of settlement be made part of this award.

This is the Award of this Tribunal.

Dictated & corrected by me.

*Balm*

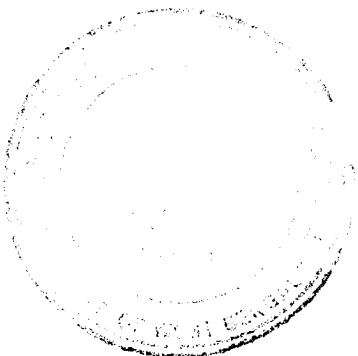
Judge, 5<sup>th</sup> Industrial Tribunal,  
Kolkata  
28/02/2023

Judge,  
5th Industrial Tribunal  
Govt. of West Bengal

*Kamal Sanjay*

Judge, 5<sup>th</sup> Industrial Tribunal,  
Kolkata  
28/02/2023

Judge,  
5th Industrial Tribunal  
Govt. of West Bengal



## MEMORANDUM OF SETTLEMENT

Under Section 2(p) of the Industrial Disputes Act, 1947  
read with Rule 68 of the West Bengal Industrial Disputes Rules, 1958.

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01. Names and addresses of the parties :: M/s. Amalgamated  
Development Limited,  
7, Munshi Premchand Sarani,  
Kolkata - 700022.  
-And-  
Sri Janak Mukhia, son of Late  
Ramani Kant Maity, C/O Ramen  
Pandey, President - INTUC, West  
Bengal, Maruti Building, Gr. Floor,  
12, Loudon Street, Kolkata -  
700017.
02. Representing the Employer:: 1. Mr. Pradip Kumar Khan,  
Director
03. Representing the workman :: Sri Janak Mukhia, himself.
04. Short Recital of the case:

One Sri Janak Mukhia has been appointed by M/s. Amalgamated Development Limited (hereinafter referred to as the company) as a Durwan who raised an Industrial Dispute alleging termination of service by the company. Although it is the specific stand of the management that his service was never terminated by the management of the management, he raised a so - called dispute with the Labour Department, Government of West Bengal. Ultimately, the so - called dispute has been referred to the Learned Seventh Industrial Tribunal vide Order of Reference dated 02.11.2017. The case has been registered as VIII - 23 of 2017. The matter was pending before the said Learned Tribunal and in between by a letter No. 1090 L. T. dated 13.08.2019, the company has been intimated by the Learned Judge, Fifth Industrial Tribunal that the matter has been transferred from the Learned Seventh Industrial to the Learned Fifth Industrial Tribunal by the Government

*Pradip Kumar Khan*


*Sri Janak Mukhia*

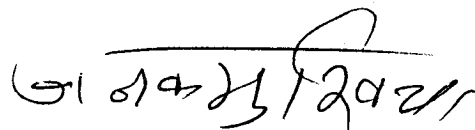
of West Bengal, Labour Department's Order No. Labr. / 699 / (LC - IR) / 23099 / 15 / 2019 dated 26.07.2019 for adjudication under Section 10 of the Industrial Disputes Act, 1947.

During the pendency of the matter before this Learned Tribunal, a proposal has come from Sri Mukhia for an amicable settlement of the pending matter. Accordingly, discussions were held in an atmosphere of cordiality between the parties for an amicable settlement of the matter and thereafter the same has been settled by and between the parties on following terms:

**5. TERMS AND CONDITIONS OF SETTLEMENT**

- (a) It is agreed and accepted by Sri Janak Mukhia that he has got no dispute with the management of the company in connection with any matter including the so - called issue referred to the Learned Tribunal vide Order of Reference dated 02.11.2017 as well as the letter No. 1090 L. T. dated 13.08.2019(Ref. Case No. VIII - 23 of 2017).
- (b) It is agreed and accepted by both the parties to the settlement that the entire dispute has been resolved out of the Learned Tribunal without creating any liability on the management of the company in connection with Sri Janak Mukhia in any manner whatsoever.
- (c) It is agreed and accepted by Sri Janak Mukhia that he shall not pray for reinstatement/re-employment in the company in any manner what so ever including back wages before any Authority, Labour Court, Tribunal or any Court of Law.


  
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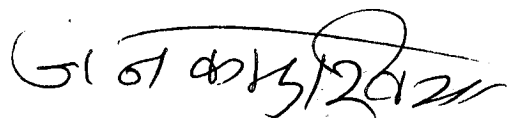
  
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(d) It is agreed and accepted by both the parties to the instant settlement that Sri Janak Mukhia would be paid a sum of ₹3,70,000/- (Rupees Three Lakh Seventy Thousand) only by the company, in full and final settlement of his all dues and claims statutory or otherwise against the company including any claim for reinstatement, re-employment or fresh employment along with back wages or any claim, statutory or otherwise inclusive of gratuity, in any manner whatsoever.

(e) It is agreed that out of ₹ 3,70,000/- (Rupees Three Lakh Seventy Thousand) only as aforesaid is being paid to him vide one Demand Draft being No. 304199 dated 27.02.2023 drawn on HDFC Bank Limited, Stephen House, Kolkata-700 001 and in full and final settlement of his all dues and claims statutory or otherwise against the company in connection with the case VIII - 23 of 2017. Sri Mukhia confirms that consequent upon payment of ₹ 3,70,000/- (Rupees Three Lakh Seventy thousand) only he has got no claim (statutory or otherwise) including gratuity in respect of the company nor shall he himself or authorise anybody including any Union/Association to prefer any claim, statutory or otherwise before any authority, Labour Court, Tribunal or any Court of Law for preferring any claim for any amount against the company in any manner what so ever including claim for reinstatement, re-employment, fresh employment or back wages, interest or for any other amount whatsoever.

(f) It is confirmed by Sri Janak Mukhia that in receiving the Demand Draft for the said amount of ₹3,70,000/- (Rupees Three Lakh seventy thousand) only, total amount, he shall handover a receipt as a token of his acceptance of the said amount in full and final settlement of his all dues and claims against the company.

 Tanuj Kumar

 31.01.2023


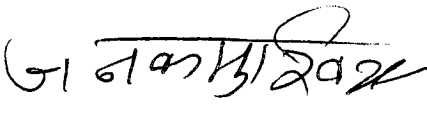


(g) It is confirmed by Sri Mukhia that he is not interested to proceed with the Case No. VIII – 23 of 2017 pending before the learned Fifth Industrial Tribunal, Government of West Bengal, Kolkata in any manner whatsoever.

(h) It is confirmed by Sri Mukhia that he has accepted the said payment without any reservation and without being influenced by anyone. He also confirms that consequent upon payment of ₹3,70,000/- (Rupees Three Lakh Seventy Thousand) only, by the management, he is not entitled to receive any amount from the company over and above the said amount statutory or otherwise in connection with Case No. VIII – 23 of 2017 pending before the learned Fifth Industrial Tribunal, Government of West Bengal. This settles all the disputes and differences between the parties fully and finally.

(i) It is agreed by and between the parties to the settlement that in view of the amicable settlement arrived at, the company shall not proceed against him in any manner whatsoever including the present reference

(j) Sri Janak Mukhia by and for himself and on behalf of his heirs, successors, and assigns, fully and forever release and discharge M/s. Amalgamated Development Limited, their employees, officers, members, predecessors, successors, affiliates, assigns, insurers and trustees as well as its or their present and former officers, trustees, employees and agents, individually and in their official capacities from any and all claims, rights, liens, demands, liabilities, obligations, damages, actions, and causes of action, of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of any act, omission, event or transaction, including without limitation, all past, present, and future claims and demands arising out of, or having a basis in whole or in part of, any claims or causes of action arising from or relating to the claim contemplated herein in this settlement.

   
 Totaly same id.

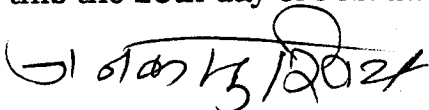
(k) Sri Janak Mukhia warrants that he has not assigned, pledged, or otherwise sold or transferred any right, title, or interest which Sri Mukhia had or may have in the claims hereby released.

(l) It has been further agreed by Sri Mukhia that he shall keep the terms and condition of this settlement confidential and not to disclose the same to any employees (whether present or former) of the company or any third parties from the date of execution of the foregoing settlement.

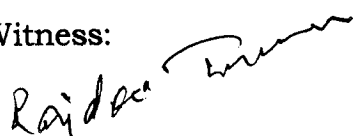
06. It is confirmed by Sri Janak Mukhia that he shall have no reservation in the event the present case, as mentioned in Clause 5 of the foregoing settlement is disposed of consequent upon signing of this settlement and payment in terms thereof by virtue of an Award on the basis of the instant settlement. He further confirms that he shall extend fullest co-operation in making a joint application for disposal of the case being No. VIII – 23 of 2017 pending before the Learned Fifth Industrial Tribunal, Government of West Bengal in terms of the settlement on the date of signing and receiving the payment in terms thereof.

07. This settlement settles all disputes and demands arising out of the Case No. VIII – 23 of 2017 pending before the Learned Fifth Industrial Tribunal, Government of West Bengal fully and finally and connected proceedings including any order passed in connection thereof.

IN WITNESS WHEREOF the parties put their signatures  
this the 28th day of February, 2023.

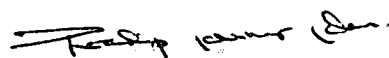
  
Sri Janak Mukhia

Witness:

  
Rajendra Kumar

M/s. Amalgamated Development Limited

For Amalgamated Development Limited



Director