

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

No. Labr/. 225/(LC-IR)

Date 26-02-19

ORDER

WHEREAS an industrial dispute existed between M/S: Narayana Hrudayalaya, R.N. Tagore, Mukundapur, Kolkata-99 and their workman Sri Biswajit Saha, S/O: Bhim Chandra Saha, 68, School Road, Narayana Pally, Durganagar, Kolkata-49 regarding the issues being a matter specified in the second schedule of the Industrial Dispute act, 1947 (14of 1947);

AND WHEREAS the workman has filed an application directly under sub-section 2 of Section 2A of the Industrial Dispute act, 1947 (14of 1947) to the Judge, Eight Industrial Tribunal Specified for this purpose under this Department Notification No. 101-IR dated 2.2.12;

AND WHEREAS the said Judge, Eight Industrial Tribunal has submitted to the State Government its Award on the said Dispute.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Disputes 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,



Deputy Secretary
to the Government of West Bengal

2019

No.Lab/225/1(2)/(LC-IR)

Dated ...26.02.19

Copy forwarded for information to :

1. The Judge, Eight Industrial Tribunal with reference to his Memo No. 118-LT dated 18.01.2019.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.



Deputy Secretary

No.Lab/225/2(4)/(LC-IR)

Dated ...26.02.19

Copy with a copy of the Award is forwarded for information & necessary action to:

1. M/S : Narayana Hrudayalaya, R.N. Tagore, Mukundapur, Kolkata-99
2. Sri Biswajit Saha, S/O: Bhim Chandra Saha, 68, School Road, Narayana Pally, Durganagar, Kolkata-49 .
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The Labour Commissioner, W.B., New Secretariat Building (11th Floor), 1, Kiran Sankar Roy Road, Kolkata – 700001.
- ✓ 5. The O.S.D., IT Cell, Labour Department, with the request to cast the Award in the Department's website.

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Deputy Secretary

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In the matter of an Industrial Dispute between M/s. Narayana Hrudayalaya R.N.Tagore, Mukundapur, Kolkata – 700099, District 24 Parganas (South) and its applicant Sri Biswajit Saha, Son of Bhim Chandra Saha, Residing at 68 School Road, Narayana Pally, Durganagar, Kolkata - 700049

(Case No.05 of 2015 u/s 2A (2) of the I.D. Act, 1947)

BEFORE THE EIGHTH INDUSTRIAL TRIBUNAL: WEST BENGAL

P R E S E N T

SRI MADHU SUDAN DUTTA, JUDGE

EIGHTH INDUSTRIAL TRIBUNAL, KOLKATA.

A W A R D

Upon receiving an application U/s. 2A (2) of the Industrial Disputes Act, 1947 as amended along with list of document from the applicant Sri Biswajit Saha, Son of Bhim Chandra Saha, Residing at 68 School Road, Narayana Pally, Durganagar, Kolkata – 700049 against his employer M/s. Narayana Hrudayalaya R.N.Tagore, Mukundapur, Kolkata – 700099, District 24 Parganas (South) notices were served to the O.P. Organization along with copy of application for filing written statement in triplicate.

This industrial dispute between and its applicant has been filed on 17.07.2015 directly before this Tribunal for adjudication: -

I S S U E S(S)

1. Is the application filed by the applicant u/s 2A (2) of the I.D. Act, 1947 (as amended) maintainable in its present form and prayer, in law?
2. Whether the termination by way of refusal to give employment to the applicant/workman is justified or not?
3. Whether the alleged transfer by the Organization was merely an eyewash and an afterthought?
4. To what relief or reliefs, if any, is the applicant/workman entitled to?

To put succinctly, the case as made out by the applicant in his application is as follows:

The applicant Biswajit Saha joined as workman on 27.09.2012 at M/s. Narayana Hrudayalaya, Mukundapore, Kolkata-700099 and worked in the said Organization efficiently and continuously from 27.09.2012 to 27.08.2014 as a permanent workman.

Further case of the applicant is that in-spite of his application for marriage leave well in advance on 04.12.2013(Date of Marriage 26.02.2014), the Organization arbitrarily, whimsically rejected his application for marriage leave.

All on a sudden and without assigning any reason, the said Organization stopped his increment from April 2014, with some preplanned and vindictive motive and ultimately on 28.08.2014 the Organization refused to give employment and stopped his attendance and when he enquired about his refusal to give employment then the Organization did not give him any reply.



On 30.08.2014 (Saturday) at about 4.35 PM through a Registered Post issued by the Organization, he came to know that he was transferred to Guwahati Branch and he has to join within 07.09.2014 at Guwahati Branch without any transfer allowances and also even without payment of Wages for the month of August 2014, which is nothing but a deliberate attempt to cover up illegal termination by way of refusal to give employment w.e.f. 28.08.2014.

He gave written representation to the Organization and also repeatedly contacted with managerial personnel of the Organization but they did not give any lawful clarification regarding his refusal to give employment w.e.f. 28.08.2014, which is highly illegal and unjustified and also deliberate violation of the Industrial Disputes Act, 1947.

Thereafter he raised industrial disputes on 10.11.2014 before the Office of the Labour Commissioner and subsequently filed this case before this Industrial Tribunal for redressal due to non-settlement of the dispute.

At present he is unemployed and suffering from severe financial crisis.

Thus, he has prayed to declare that his illegal termination by way of refusal to give employment w.e.f. 28.08.2014 is completely unjustified and immediate reinstatement at Kolkata Office with full back wages and other consequential benefits.

The O.P. contested the case by filling written statement contending inter alia that the contentions of the written statement of the applicant are incorrect, baseless and misleading.

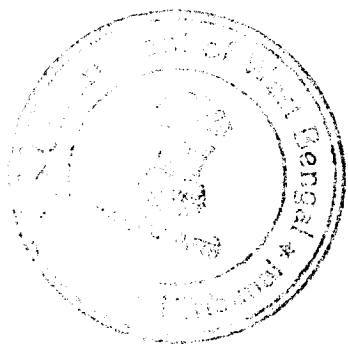
The O.P. divided its contentions into two parts – Part - I and Part - II. Part - I deals with the preliminary points relating to the maintainability of the application filed u/s 2A (2) of the I.D. Act, 1947 and Part - II deals with the merit of the case.

Contention of Part – 1 is that the application filed by the applicant u/s 2A (2) of the Industrial Disputes Act, 1947 before this Tribunal is not maintainable since no notice of conciliation was issued to the opposite parties regarding the alleged dispute.

The purported application filed by the applicant u/s 2A (2) of the Industrial Disputes Act, 1947 is not maintainable since no dispute was raised before the Opposite party and the applicant failed to satisfy this Tribunal that after expiry of statutory period of 45 days from the date of conciliation, the present application has been filed. The preconditions and prerequisites are absent in the alleged dispute in terms of the provision of section 2A (2) of Industrial Dispute Act.

Further case is that the purported application filed u/s 2A (2) is not maintainable since the applicant Sri Biswajit Saha is not an applicant within the meaning of Section 2(s) of the Industrial Disputes Act, 1947.

That apart the application filed u/s 2A (2) is not maintainable since in the absence of termination of service or retrenchment there is no scope for invoking the provision of



section 2A (2) of the Industrial Dispute as amended. The order of transfer cannot be the subject matter of a proceeding's u/s 2A (2) of the industrial Dispute Act, 1947 (as amended), since the order of transfer cannot be equated with the termination.

In Part – II of the written statement the O.P. set out the material facts:

Sri Biswajit Saha was offered employment to the post of Junior Executive – Corporate Billing in Rabindranath Tagore International Institute of Cardiac Science by a letter dated 12.09.2012 and the said offer of employment was acknowledged by the applicant on 24.09.2012.

After the acceptance of said offer Sri Biswajit Saha was appointed to the post of junior executive – Corporate Billing in Rabindranath Tagore International Institute of Cardiac Science in terms of the letter dated 27.09.2012 on probation for a period of one year for the period of his joining. The terms and conditions of his appointment were incorporated in the said letter of appointment dated 27.09.2012.

After the completion of the period of probation Sri Biswajit Saha was confirmed to the said post and a letter of confirmation dated 27.09.2013 was issued to him.

It has been specifically stipulated in the said letter of appointment that the service of the applicant may be transferred to any of other offices / branches or subsidiaries / affiliates of the hospital either domestic or abroad.

Due to business exigencies and / or requirement the services of the applicant were transferred to Guwahati with effect from 07.09.2014 by a letter dated 27.08. 2014. It was clearly stipulated in the letter of transfer that all other terms and conditions of the service of the applicant remain unaltered. But even after receiving the letter of transfer, the applicant did not join at his transferred place, even after 07.09.2014.

The applicant was again reminded the consequence and effect by a letter dated 11.09.2014 and was expected by the management from the applicant that he would report for work at Guwahati and continue render his service in Guwahati Hospital.

It has been specifically stated in the letter dated 11.09.2014 that if the applicant failed to report for duty within the additional days it would be presumed that the applicant is no longer interested to continue his service and in such circumstances his accounts would be settled.

Even after receiving of the said letter dated 11.09.2014 the applicant remained silent and was not chosen to report for duty at Guwahati and continue to remain absent unauthorizedly. Knowing fully well that the essential services was going to be interrupted. The applicant was given final opportunity allowing him seven more additional days to report for work at Guwahati. But the applicant being aware of the situation, did not report for duty and has chosen to abandon his employment with his own volition. In such



circumstances his account was settled and a settlement amount was sent to him with the letter dated 02.12.2014.

Further case is that it is incorrect to allege that the Opposite Parties stopped the increment of the applicant. The annual revision and increment were based on the individual performance of the employee concerned depending on the result of annual appraisal. The allegations to the effect of pre-planned and vindictive motive are false and baseless.

The entitlement of leave depends on the leave systems prevailing in the organization and the applicant had opportunity to avail those leave as per the norms of the organization. Since there is no provision for marriage leave in the organization, there does not arise any question of rejection of such leave.

There is no question of refusal of employment of the applicant on 28.08.2014 or stop his attendance. Since there was no refusal the question of enquiring about it, is false and concocted. The applicant was transferred to Guwahati Hospital by a letter dated 27.08.2014 advising him to report his transferred place on or before 07.09.2014. The plea of transfer allowance has no basis. The transferability is one of the conditions of service of the applicant. It is incorrect to state that the salary for the month of August, 2014 was not paid to the applicant, the interpretation as sought to be projected invoking and alleging illegal termination with effect from 28.08.2014 is misconceived and baseless. There was no termination with effect from 28.08.2014. The applicant was advised to report for duty by a letter dated 11.09.2014 and again on 22.10.2014 but he was apathetical to report for duty despite repeated reminders.

The O.P. further contended in the written statement that they had no knowledge as to the dispute raised before the Labour Commissioner. The wretched condition as sought to be projected is afterthought. It is denied that the applicant is unemployed. The O.P. prays for an award dismissing the claims of the applicant.

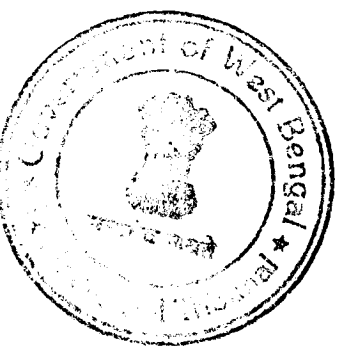
DECISION WITH REASONS

Issue No. 1 and 2:

These two issues are taken up together for the sake of convenience of discussion and brevity.

The applicant Sri Biswajit Saha in order to substantiate his case, examined himself as P.W.1 and proved the documents exhibited as Exhibits 1 to 5. On the other hand, the O.P. examined one Sri Anirudha Banerjee, the Deputy General Manager of the O.P. Organization, who proved the documents relied upon by the O.P. Organization, which have been marked as Exhibit A to J/1.

It is not disputed or denied that the applicant Sri Biswajit Saha was employed to the post of Junior Executive – Corporate billing in Rabindra Nath Tagore International Institute of Cardiac Science by a letter dated 12.09.2012 (Ext. C) and after receiving of said offer of employment, he joined in the O.P. Organization in the said post in terms of



letter dated 27.09.2012 (Ext. D). He was appointed on probation for a period of one year. It is also not denied or disputed that after the completion of the period of probation he was confirmed in the said post vide letter dated 27.09.2013 and he worked in the O.P. Organization since 27.09.2012 to 27.08.14.

The applicant in his written statement and on being examined as P.W.1 has stated that he applied for Marriage Leave well in advance on 04.12.2013 but the company arbitrarily with some pre-planned and vindictive motives rejected the application for his marriage. He proved net copy of his email praying for leave dated 08.02.2014 and its reply dated 08.02.2014 rejecting his prayer for leave, which has been marked as Exhibit 2. Evidently there is anomaly on the date of his application, but Exhibit 2 goes to show that his leave for his marriage ceremony was rejected on the ground that since he had joined recently in the department, it will not be possible to approve leave for so many days. Be that as it may, leave for marriage is not the subject matter of this adjudication.

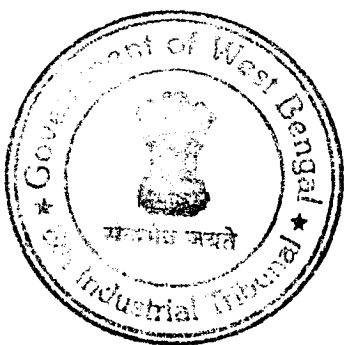
The applicant in his evidence in chief has stated that all on a sudden and without assigning any reason on 28.08.2014 the O.P. refused to give him employment and stopped his attendance. He has further stated that on 30.08.2014 at about 4.35 P.M. he received a registered letter from the management of the O.P. from which he came to know that he was transferred to Guwahati Branch with effect from 07.09.2014 without any transfer allowances and giving the payment of wages for the month of August 2014. The O.P. organization filed the said transfer letter which has been proved and Exhibited by O.P.W.1 as Ext. F.

Now on careful scrutiny of Ext. F, I find that the applicant was transferred to Narayana Super Specialty Hospital in Guwahati, Assam w.e.f. 07.09.2014 in terms of clause 1g of his appointment letter dated 27.09.2012 (Ext. D). From Ext. D, I find that clause 1g of the appointment letter is one of the general terms and conditions stipulated therein which reads as follows: -

1g. "Transfer: *you may be transferred to any of other offices/branches of subsidiaries/affiliates of the Hospital, either domestic or abroad, should the business need arise. You will be subject to and hereby confirm that you will abide by the applicable Employee manual as may be in effect from time to time with respect to your function or the location to which you are so relocated."*

It is evident from clause 1g of Ext. D that the employment of the applicant is / was transferable. On close scrutiny of Ext. D, I also find that he received his letter of appointment by putting his signatures on the bottom of the pages, therefore, he was well aware about the general terms and conditions of his appointment. I would like to mention herein that admittedly R.N. Tagore International Institute of Cardiac Science managed by Narayana Hrudayalaya Pvt. Ltd.

Now from the materials on record both oral and the documentary, it is seen that the applicant Sri Biswajit Saha was offered employment to the post of Junior Executive – Corporate Billing in Rabindranath Tagore International Institute of Cardiac Science by a letter dated 12.09.2012 and the said offer of employment was acknowledged by the



applicant on 24.09.2012. After the acceptance of said offer Sri Biswajit Saha was appointed to the post of Junior Executive – Corporate Billing in Rabindranath Tagore International Institute of Cardiac Science in terms of the letter dated 27.09.2012 on probation for a period of one year from the date of his joining. The terms and conditions of his appointment were incorporated in the said letter of appointment dated 27.09.2012. After the completion of the period of probation Sri Biswajit Saha was confirmed to the said post. It has been specifically stipulated in the said letter of appointment that the service of the applicant may be transferred to any of other offices / branches or subsidiaries/ affiliates of the hospital either domestic or abroad. The responsibility and the confidentiality imposed upon the applicant in discharging his function as the Junior executive in the institution were incorporated in the said letter of appointment.

Due to business exigencies and / or requirement the services of the applicant were transferred at Guwahati with effect from 07.09.2014 by a letter dated 27.08.2014 (Ext. F). It was clearly stipulated in the letter of transfer that all other terms and conditions of the service of the applicant remain unaltered. Even after receipt of the letter of transfer dated 07.09.2014, the applicant did not join at his place of transfer. The applicant was again reminded by a letter dated 11.09.2014 (Ext. I) and it was expected by the management from the applicant that he would report for work at Guwahati and continue rendering his service in Guwahati Hospital. The said letter dated 11.09.2014 was sent to Sri Biswajit Saha by speed post and it was delivered to him on 15.09.2014 as it appears from track result of Indian Post (Ext. I/1). It has been specifically stated in the letter dated 11.09.2014 that if Sri Biswajit Saha failed to report for duty within the additional days it would be presumed that the applicant is no longer interested to continue his service and in such circumstances his accounts would be settled.

It is submitted by the Ld. Lawyer of the O.P. Organization that even after receipt of the said letter dated 11.09.2014 the applicant remained silent and was not chosen to report for duty at Guwahati and continued to remain absent unauthorizedly, knowing fully well that the essential services were going to be interrupted. The applicant was given final opportunity allowing him 7 (seven) more additional days to report for work at Guwahati. Thereafter the applicant was given a letter dated 22.10.2014 (Ext. J) intimating him that the additional days were provided to him to report for work at Guwahati without fail. The said letter was sent by speed post and it was delivered to the applicant on 27.10.2014 as it appears from track result of the Indian Post (Ext. J/1).

It is further submitted by the Ld. Lawyer of the O.P. Organization that the O.P. Management sent the applicant full and final settlement amount of Rs. 5,149/- being cheque no. 004650 dated 27.11.2014 drawn on HDFC bank, Kasba, Kolkata (Ext. G/1), which was sent to him with the letter dated 2.12.2014 (Ext. G).

Certain pleas have been taken by the applicant in his pleading and examination in chief that the O.P. Company stopped his increment from April, 2014. But he has admitted in his cross examination that he has no document to show that during his service tenure he



was entitled to annual increment of his salary. I would like to observe herein that that there was no condition in his letter of appointment (Ext. D) regarding his increment.

Secondly the applicant has alleged in his evidence that the company rejected the application for his marriage leave.

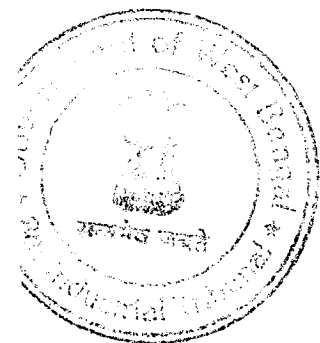
But in cross examination dated 12.02.2018, the applicant has admitted that there was no leave in the O.P. Company under the name and style as "Marriage Leave".

The applicant in his written statement has contended that all on a sudden and without assigning any reason the company refused to give employment on 28.08.2014 and stopped his attendance. But in his evidence in chief the applicant has stated that he was illegally terminated by way of refusal of employment with effect from 28.08.2014.

The case of the applicant is that that his service was terminated by way of refusal of employment with effect from 28.08.2014. Thus, the applicant has to prove that his service was terminated on 28.08.2014 by way of refusal of employment. If it is pleaded that the termination was made on 28.08.2014, the presumption would be that there is a complete severance of employer – employee relationship between the opposite party and applicant w.e.f. 28.08.2014. Therefore, if it is found that there was employer – employee relationship even after 28.08.2014 in that event there is no room to contend that his service was terminated on 28.08.2014 and on this score it is not sustainable either in fact or in law that the service of the applicant was terminated on 28.08.2014. From the evidence of the applicant and the documents on record, as discussed above, it is established that even after 28.08.2014 there was employer – employee relationship between the opposite party and the applicant. These situations are emerged from the oral as well as documentary evidence of the applicant. In para 7 of his evidence in chief on affidavit the applicant has stated that all on a sudden on 30.08.2014, Saturday at about 4.35PM. through a Registered post issued by the company, he came to know that he was transferred to Guwahati Branch and he had to join within 07.09.2014 at Guwahati Branch without any transfer allowances and admitted in his cross examination dated 12.02.2018 that he was transferred to Guwahati but he did not join in Guwahati. If the applicant had any grievance regarding his order of transfer, he could have challenged the legality of order of transfer in a proper proceeding through a reference case. The order of transfer cannot be equated with the termination and there is no scope of transform the issue of transfer as order of termination.

Exhibit – 1 is the said transfer letter dated 27.08.2014 which has been admitted by the applicant and this letter goes to show that the applicant was transferred to Guwahati w.e.f. 07.09.2014 and applicant was requested to make himself available at Guwahati Unit on or before 07.09.2014. Exhibit 1 has been admitted by the applicant and the said transfer letter shows the employer – employee relationship even on 28.08.2014 and thereafter. Since the applicant was advised to report on or before 07.09.2014 there cannot be any stretch of imagination to contend that the service of the applicant was terminated on 28.08.2014 by way of refusal of employment.

Ext. I is the letter dated 11.09.2014 sent by the management of the O.P. to the applicant wherein it has been stated that the applicant unauthorizedly absented himself



from work since 28.08.2014 and the applicant was afforded opportunity to report at Guwahati. These documents itself reveal that even after 28.08.2014 the management acknowledged his employment and there was employer – employee relationship even after 28.08.2014.

The letter dated 22.10.2014 (Ext. J) was sent by the management to the applicant wherein it has been contended that the applicant willfully chosen not to report at Guwahati by 22.09.2014 and also continued to remain unauthorizedly absent from work since 28.08.2014. This document also goes to show that even after 22.10.2014 there was employer – employee relationship between the parties.

Ext. G is the letter dated 02.12.2014 sent by the management to the applicant. It has been contended therein that the management had understood that the applicant has still not reported for work at Guwahati despite series of letters and since he chosen to abandon his employment with the O.P. Organization, the applicant was favoured with the payment of cheque being the full and final settlement of the account of the applicant.

The above situation shows that there was no scope of alleging termination of service on 28.08.2014, as the employer – employee relationship was subsisted between the parties even after 28.08.2014.

From the above it is established that there was no termination of the service of the applicant on 28.08.2014.

In this context Ld. Lawyer for the O.P. Organization took me through a decision of the Hon'ble Delhi High Court reported in LLR 1994 page 319, wherein it has been observed by the Hon'ble Court that:

“The petitioner has been transferred in Delhi itself and admittedly he has not joined his duties there. In this fact and circumstances of this case and documents available on record, the appropriate Government has rightly come to the conclusion that there is abandonment of services by the petitioner No. 1 himself and not termination.”

I have most respectfully gone through the said decision of the Hon'ble Delhi High Court and find that facts and circumstances of the said case is fit in with the instant case.

Therefore, in view of my above made discussion materials on record and the authoritative pronouncement of the Hon'ble Court as stated above, I am to hold that there was no termination on 28.08.2014 of the applicant.

Now, the moot question is that whether the present application filed by the applicant under Sec. 2A (2) of the I.T. Act 1947 is maintainable in its present form and prayer, in law.

Ld. Lawyer of the O.P. Organization has emphasized that the Opposite in their written statement raised certain preliminary points relating to the maintainability of the application u/s 2A (2) of the Industrial Disputes Act, 1947, none of the preconditions and prerequisite is present in invoking the provision of Section 2A (2) of the Industrial Disputes Act, 1947. The point of the maintainability of the application as set out in Part I of the written statement of the Opposite Parties, inter-alia is that the order of transfer cannot be



subject matter of a proceeding's u/s 2A (2) of the Industrial Disputes Act, 1947 as amended. Moreover, the order of transfer cannot be equated with the termination.

It cannot be disputed that as per requirement of the provision of Section 2A(2) of the Industrial Disputes Act, 1947 the application has to be filed before the appropriate Tribunal after 45 days from the date of making application to the Conciliation Officer. It is the primary ingredient that application u/s 2A(2) of the Industrial Disputes Act, 1947 is not entertainable prior to 45 days from the date of placing the representation to the Conciliation Officer and onus lies upon the applicant to establish that he has filed the application u/s 2A(2) of the Industrial Disputes Act, 1947 after completion of 45 days, which the applicant has miserably failed to prove.

The applicant in his written statement has pleaded that he raised industrial dispute on 10.11.2014 before the office of the Labour Commissioner. But in order to substantiate his pleading no document has been produced by the applicant before this Tribunal to show that he raised Industrial Dispute on 10.11.2014 before the concerned Conciliation Officer prior to 45 days from the date of filing his application before this Tribunal.

The document produced by the applicant on which he relied on, have been marked as Exhibits – 1, 2, 3 (Collectively), Exhibit 4 and 4A and Exhibit 5. From those Exhibits it is apparent that no such representation raising industrial dispute before the Labour Commissioner has been produced. Rather the applicant has admitted in his cross examination dated 05.09.2017, that he did not file any application before the Labour Commissioner before presentation of the instant case.

It is therefore safely concluded that this application, filed under section 2A (2) of the I.D. Act, 1947 as amended, is not maintainable as the primary ingredient u/s 2A (2) of the Industrial Disputes Act, 1947 is wanting. There is abandonment of services by the applicant himself and there was no termination on 28.08.2014, as discussed above. Thus, the applicant is not entitled to any relief as prayed for. Before parting with the case, I would like to mention herein that it is evident from the cross examination of the applicant dt. 12.02.2018 that he has been employed in Medica Super Specialty Hospital on and from 23rd. November, 2015 as Senior Executive- Analytical Cell (Internal Auditor) and use to receive Rs. 20,000/- per month towards his salary.

Accordingly, these two issues are decided against the applicant.

Issue No. 3 and 4:

In view of my earlier discussion in Issue Nos. 1 and 2, these issues are fall short of any further discussion.

Thus, conclusion is irresistible that the applicant has failed to prove his case. Therefore, he is not entitled to get any relief as prayed for.

Hence it is,

ordered

that the Case No.05 of 2015 u/s 2A (2) of the I.D. Act, 1947 filed by Sri Biswajit Saha against the O.P. M/s. Narayana Hrudayalaya R.N.Tagore, Mukundapur, Kolkata – 700099, District 24 Parganas (South) is dismissed on contest but without cost.

This is my Award.

Let the copies of this Award be sent to the Secretary, Government of West Bengal,
Labour Department, New Secretariat Buildings, Kolkata – 700001 for information and
necessary action.

Dictated & corrected by me.

Judge.
Sd/- M. S. Dutta
Eighth Industrial Tribunal

Sd/- M. S. Dutta
(Madhu Sudan Dutta)
Judge
Eighth Industrial Tribunal

