

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

No. Labr/. 340 /LC-IR/IR/11L-95/11

Date : 29-03-2019

ORDER

WHEREAS an industrial dispute existed between M/s Novartis India Limited, 4/1/ Meher Ali Road, 3rd Floor, Park Circus, Kolkata – 700 017 and Sri Kousik Sengupta, 33, Ram Chand Mukherjee Lane, Baranagar, Kolkata – 700 036 regarding the issue, being a matter specified in the second schedule to the Industrial Dispute Act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application under section 10(1B)(d) of the Industrial Dispute Act, 1947 (14 of 1947) to the Judge, Seventh Industrial Tribunal, Kolkata; specified for this purpose under this Deptt.'s Notification No. 1085-IR/12L-9/95 dated 25.07.1997.

AND WHEREAS, the Judge of the said Seventh Industrial Tribunal, Kolkata heard the parties under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947).

AND WHEREAS the said Judge Seventh Industrial Tribunal, Kolkata has submitted the State Government its Award under section 10(1B)(d) of the I.D. Act, 1947 (14 of 1947) on the said Industrial Dispute.

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/

Deputy Secretary
to the Government of West Bengal

: 2 :

No. Labr/340/1(5)/LC-IRDate 29-03-2019

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

1. M/s Novartis India Limited, 4/1/1, Meher Ali Road, 3rd Floor, Park Circus, Kolkata - 700017.
2. Sri Kousik Sengupta, 33, Ram Chand Mukherjee Lane, Baranagar, Kolkata - 700 036.
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The Labour Commissioner, W.B., New Secretariat Buildings, (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.


Deputy Secretary
No. Labr/340/2(5)/LC-IRDate 29-03-2019

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal, Kolkata, with respect to his Memo No. 337 - LT dated 12.03.2019.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata - 700001.

Deputy Secretary

In the Seventh Industrial Tribunal, West Bengal
New Secretariat Buildings, Kolkata

Present:

Shri Ashis Kumar Das, Judge,
Seventh Industrial Tribunal, Kolkata

Case No.14/10(1B)(d)/2014

Sri Kousik Sengupta,
33, Ram Chand Mukherjee Lane, Baranagar,
Calcutta-700036.

... Applicant

Versus

M/s. Novartis India Limited,
4/1/1, Meher Ali Road, 3rd Floor, Park Circus, Calcutta-700017.
At present : INSPIRE BKC, G Block, 6 & 7 Floor,
BKC Main Road, Bandra Kurla Complex, Bandra (East),
Mumbai 400051.

...OP/Company

A W A R D

Dated : 11-03-2019

Today is fixed for passing order in respect of the joint petition for compromise filed on 27.02.2019 by both the parties. The case record is taken up for passing order.

Perused the joint compromise petition, Memorandum of Settlement, petition under Section 10(1B)(d) of the Industrial Disputes Act, 1947 as well as evidence of the applicant Sri Kousik Sengupta (PW-1) and Sri Durga Nand Singh (OPW-2), a Power of Attorney holder of the company, so adduced in support of said compromise petition. I have also perused the photocopy of e-mail dated 22.10.2018 and cheques, etc. It appears from the evidence of PW-1 and OPW-1 that the matter in dispute has already been settled in between the parties in view of the terms and conditions as mentioned in the compromise petition. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over two cheques of settled amount, one of Rs.4,26,256/- being cheque No.748923 dated 26.12.2018 and another of Rs.88,556/- being cheque No.751800 dated 28.12.2018, photocopies of which have also been filed with the compromise petition, to the applicant and those cheques have duly been encashed by the applicant and the applicant (PW-1) has no claim against the OP/Company at present. Considered.

The joint compromise petition dated 27.02.2019 and Memorandum of Settlement have duly been signed by the applicant Sri Kousik Sengupta and Sri Durga Nand Singh, on behalf of the OP/Company voluntarily. Since the matter has already been settled between the parties to the proceedings, 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,

Ordered

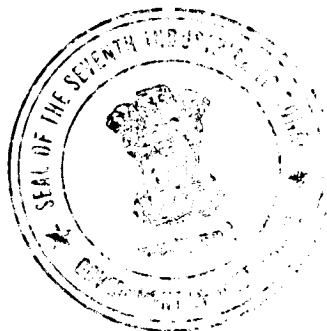
that the joint compromise petition dated 27.02.2019 is allowed and accordingly, the proceedings under Section 10(1B)(d) of the Industrial Disputes Act, 1947 be and the same is disposed of in terms of the Memorandum of Settlement dated 27.02.2019. The joint petition of compromise and Memorandum of Settlement, both dated 27.02.2019, be made part of the Award.

This is my Award.

Dictated & corrected by me

sdf
Judge

Judge
Seventh Industrial Tribunal
Kolkata, W.B.



sdf
(Ashis Kumar Das)
Judge

Judge
Seventh Industrial Tribunal
Seventh Industrial Tribunal
Kolkata, W.B.

*From Code
S. Chandra
27/01/09*

Koushik Sengupta.

Filed at.

27/01/09

Filed by

*S. Chandra
Attending Sr.
017.*

**Before the Learned Seveth Industrial Tribunal,
West Bengal at Kolkata.**

CASE NO. 14/10 (1B) (d) of 2014 of the
Industrial Disputes Act 1947(as Applicable in W.B.)

Between:-

Koushik Sengupta

33, Ram Chand Mukherjee Lane,

Baranagar,

Calcutta- 700 036.

.... Applicant

Versus

Novartis India Limited

INSPIRE BKC, G Block, 6 & 7 Floor,

BKC Main Road, Bandra Kurla Complex

Bandra (East).

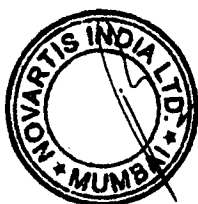
Mumbai 400 051

..... Opposite Party

Humble Joint Petition on behalf of the Parties

Most respectfully SHEWEETH:-

1. That the instant matter is pending before the Ld. Tribunal for Adjudication.
2. That the matter has been settled amicably out of Court between Shri Koushik Sengupta and Novartis India Limited. A copy of the Memorandum of Settlement arrived at between both the Parties is annexed herewith for the perusal and record of this Ld. Tribunal.
3. That the amount agreed between the parties in terms of the aforesaid Memorandum of settlement has already been paid to the Applicant (Shri Koushik Sengupta), receipt of which is annexed with this petition/Memorandum of Settlement.




Koushik Sengupta.

Under the circumstances, it is humbly prayed that
Ld. Tribunal graciously be pleased to pass the
necessary Award in terms of the Memorandum of
Settlement.

And for this act of Kindness your petitioner as in duty bound shall ever pray.


Koushik Sengupta.
Koushik Sengupta, Applicant


Durga Nand Singh
Lead Counsel – Litigation &
Constituted Attorney,
Novartis India Limited

Verification

We, Koushik Sengupta, the Applicant in this case and Durga Nand Singh, the Lead Counsel –Litigation and Constituted Attorney, of the Opposite Party, Novartis India Limited, do hereby state and declare that the statements made hereinabove are true to our knowledge and belief save and except those that are our respectful submissions before this Ld. Tribunal. We sign this verification today the 9th day of February 2019 at Court premises.

Koushik Sengupta.
Koushik Sengupta, Applicant


Durga Nand Singh
Lead Counsel – Litigation &
Constituted Attorney,
Novartis India Limited

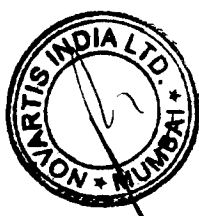
MEMORANDUM OF SETTLEMENT

1. Name of the Parties:-
NOVARTIS INDIA LIMITED
NSPIRE BKC, G Block, 6 & 7 Floor,
BKC Main Road, Bandra Kurla Complex
Bandra (EAST), Mumbai 400 051

AND

KOUSHIK SENGUPTA
33, Ram Chand Mukherjee Lane,
Baranagar,
Calcutta- 700 036.
2. Representing Employer:- Sh. Durga Nand Singh-Lead Counsel Litigation
& Constituted Attorney, Novartis India Limited
3. Representing Employee:- Shri Koushik Sengupta, Concerned Employee
4. Short Recital of the Case:-

The concerned employee Shri Koushik Sengupta had been working as Medical Representative with the Company Novartis India Limited. The Company alleges that he had been underperforming, consequently it offered a separation package of Rs. **4,26,256/-** (Rupees Four Lakhs Twenty Six Thousand Two Hundred and Fifty Six Only) plus other legal dues but the concerned employee declined to accept the said separation package as agreed by NEU to which Shri Koushik Sengupta was a member. The employer thereafter dismissed the concerned employee vide its letter of dated 21 December 2013. The concerned employee raised an Industrial Dispute with the Conciliation Officer appointed under the Industrial Disputes Act, at Kolkata, who initiated a Conciliation proceeding under section 12 of the aforesaid Act. Since the conciliation was pending for more than 60 days and dispute could not be settled the concerned employee obtained a certificate of pendency of Conciliation and filed a case U/s 10(1B) of The Industrial Disputes Act 1947 (W.B. Amendment). The said case has been registered as Case No. 14/10 (1B) (d) of 2014 (Kaushik Sengupta s Novartis



Koushik Sengupta

India Limited) before the Ld. Seventh Industrial Tribunal, Kolkata. During pendency of the aforesaid Case the concerned employee sent a mail 22 October, 2018 to employer Company expressing its desire to accept the offer (Separation Package) of it which was given by the Company prior to his dismissal and also to not press any further claim and not to proceed further in case pending before Ld. Seventh Industrial Tribunal being Case No. 14/10 (1B) (d) of 2014 (Koushik Sengupta Vs. Novartis India Limited). A copy of the email dated 22 October, 2018 is annexed hereto and marked as **ANNEXURE -A.** The Company agrees to the said proposal of Shri Koushik Sengupta. Further upon such assurance the Company already paid the amount of separation package, amounting to Rs.4,26,256/- (Rupees Four Lakhs Twenty Six Thousand Two Hundred and Fifty Six Only) vide demand draft No. 748923 dated 26th December, 2018 drawn on City Bank, Mumbai. A copy of said Demand Drafts and the duly signed receipt in form of final settlement of account (Separation Amount) are annexed with this Memorandum of Settlement as **ANNEXURE -B** and **ANNEXURE - C**, respectively. The parties further agreed to the following mutual settlement.

5. **Terms of Settlement:-** It is agreed by and between the parties as follows:-

- (i) That the employer Company paid a sum of Rs.88,556/- (Rupees Eighty Eight Thousand Five Hundred and Fifty Six Only) vide demand draft No. 751800 dated 28 December, 2018 drawn on City Bank, Mumbai being the full and final amount of outstanding legal dues details of which are provided in the final settlement account. A copy demand draft dated 28th December, 2018 along with final settlement of account is annexed hereto and marked as **ANNEXURE - D** and **ANNEXURE - E.** respectively.

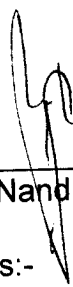


Koushik Sengupta


- (ii) That on receipt of the aforesaid amount the concerned employee Shri Koushik Sengupta will have no further claim on Novartis India Limited either monetary or for reinstatement/reemployment.
- (iii) That a joint petition will be filed before Ld. Seventh Industrial Tribunal for passing of an Award in Case No. 14/10 (1B) (d) of 2014 (Koushik Sengupta Vs. Novartis India Limited), in terms of this Settlement arrive at between both the parties.
- (iv) In view of the above-mentioned circumstances, the dispute raised by Shri Koushik Sengupta is hereby settles, hence it pray for dismissal.

For and behalf the Company
Novartis India Limited

For the Employee


Durga Nand Singh

Witness:-

- 
1. Satyendra Kumar Singh, Member,
Karnataka Industrial, Pharmacy
Board - I, Floor (to TP
493/C/A. S. T. Road, (S)
Mumbai.

Kolkata

Date: 27/02/19.



Koushik Sengupta

2.

Singh, Durganand

Subject: FW: Hard copies of Exit Checklist Forms of Kousik sengupta

From: kousik sengupta <sengupta22.kousik@gmail.com>
Sent: Monday, October 22, 2018 1:46 PM
To: Mukherjee, Sukanta <sukanta.mukherjee@novartis.com>
Subject: Fwd: Regarding settlement of Kousik sengupta

To
Mr Mukherjee

This is to inform you that myself Kousik sengupta, emp code 40004994.I had been terminated on dated 21st december,2103.I want to settle my account. Please do the needful as earliest.

Thanks
Kousik sengupta
9051272516

ANNEXURE-B

5

citibank Paylink® Instrument

(Incorporated with Limited Liability in the U.S.A.)
Ref No : 525351390100002

जारी करने की तारीख से ३ महीने के लिए वैध
दिनांक Date 2 6 1 2 2 0 1 8
Valid for Three Months from date of Issue

D. S. SAVANT & SONS, MUMBAI / CTS - 2010

Pay to

KOUSHIK SENGUPTA

कुल राशि रुपये
The Sum of Rupees

Rupees Four Lakh Twenty Six Thousand and Two Hundred Fifty Six Only

अदा करें ₹ ***426,256.00***

Remitter name : NOVARTIS INDIA LIMITED

For CITIBANK N.A.

[Signature]
Authorized POA Holder
कृपया ऊपर हस्ताक्षर करें / Please sign above

Payable at Par at all Citibank Branches In India

⑈ 748923⑈ 000037000⑈ 923289⑈ 16

NOVARTIS INDIA LIMITED

Inspire - BKC
Part of 601 and 701
Bandra Kurla Complex
Bandra East, Mumbai
Mumbai City MH 400051 IN

FINANCE DIVISION

KOUSHIK SENGUPTA
33 FLAT 24 RAM CHAND MUKHERJEE L
33 RAM CHAND MUKHERJEE LANE
KOLKATA,800020

NOVARTIS INDIA LIMITED

PHARMACEUTICAL SECTOR

Please mention your Account Code on all
correspondence, Invoice, debit credit notes,
challans, etc.

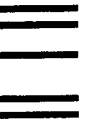
Vendor Code: 3100019794

Document No: 3100019794

Dear Sir/Madam,

We attach below our cheque no. 748923 drawn on CITIBANK N.A.Mumbai in settlement of our undermentioned invoices.

Inv No.	Inv Date	CCY	Description	Discount Amt	Tax Amt	Net Amt
VRSPAYDEC18	24/12/2018	INR				
426256.00				0.00		426256.00



ANNEXURE (6)

NOVARTIS

NOVARTIS INDIA LIMITED, Pharmaceuticals Division	
<u>FINAL SETTLEMENT OF ACCOUNT</u>	
Empl No :	40004994
Empl Name :	KOUSHIK SENGUPTA
Date of Separation :	23-Dec-2013
Earnings	Amount
SEPARATION AMOUNT	426,256.00
Total Earnings	426,256.00
Deductions	
Total Deductions	0.00
NET PAYABLE	426,256.00

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheques no. 748923 dated 26 December 2018 for INR 426,256/- towards Separation Amount.

Signature Koushik Sengupta
KOUSHIK SENGUPTA

Date :

ANNEXURE-D (7)

Citibank Paylink® Instrument

(Incorporated with Limited Liability in the U.S.A.)
 A/c. Payee Only
 Not Negotiable
 Ref No : 525366230100001

जासी करने की तारीख से 3 महीने के लिए वैध
 दिनांक Date 2 8 1 2 2 0 1 8
 Valid for three months from date of issue

D. S. SAVANT & SONS, MUMBAI / CTS - 2010

Pay to KOUSHIK SENGUPTA

कुल राशि रुपये *****Rupees Eighty Eight Thousand and Five Hundred Fifty Six Only*****
The Sum of Rupees

अदा करें ₹ *****88,556.00*****

Remitter name : NOVARTIS INDIA LIMITED

For CITIBANK N.A.

[Signature]
 Authorised POA Holder
 कृपया ऊपर हस्ताक्षर करें / Please sign above

Payable at Par at all Citibank Branches In India

⑈ 751800⑈ 0000370001: 923289⑈ 16

NOVARTIS INDIA LIMITED

Inspire - BKC
 Part of 601 and 701
 Bandra Kurla Complex
 Bandra East, Mumbai
 Mumbai City MH 400051 IN

FINANCE DIVISION

KOUSHIK SENGUPTA
 33 FLAT 24 RAM CHAND MUKHERJEE L
 33 RAM CHAND MUKHERJEE LANE
 KOLKATA,800020

NOVARTIS INDIA LIMITED

PHARMACEUTICAL SECTOR
 Please mention your Account Code on all
 correspondence, Invoice, debit credit notes,
 challans, etc.

Vendor Code: 3100019892
 Document No: 3100019892

Dear Sir/Madam,

We attach below our cheque no. 751800 drawn on CITIBANK N.A.Mumbai in settlement of our undermentioned invoices.

Inv No.	Inv Date	CCY	Description	Discount Amt	Tax Amt	Net Amt
88556.00	24/12/2018	INR			0.00	88556.00

Sandeep Singh





NOVARTIS INDIA LIMITED, Pharmaceuticals Division

FINAL SETTLEMENT OF ACCOUNT

Empl No : 40004994
Empl Name : KOUSIK SENGUPTA
Date of Separation : 23-Dec-2013

<u>Earnings</u>	<u>Amount</u>
MEDICAL ALLOWANCE	12,540.00
BONUS	5,119.00
EX GRATIA	695.00
LEAVE ENCASHMENT	63,265.00
ONE MONTH'S SALARY	29,199.00
Total Earnings	110,818.00
<u>Deductions</u>	
BASIC PAY	70.00
DEARNESS ALLOWANCE	7,311.00
HRA	129.00
EDUCATION ALLOWANCE	26.00
PF EMPLOYER CONTRIBUTION	886.00
INCOME TAX	9,840.00
IMPREST	4,000.00
Total Deductions	22,262.00
NET PAYABLE	88,556.00

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheque no. 751800 dated 28 December 2018 for INR 88,556/ towards full and final settlement of all your dues.

Signature Kousik Sengupta
KOUSIK SENGUPTA

Date :