

I/42875/2019

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

No. Labr/...../LC-IR

Date: 29-03-2019

ORDER

WHEREAS an industrial dispute existed between M/s Novartis India Limited, 4/1/1, Meher Ali Road, 3<sup>rd</sup> Floor, Park Circus, Calcutta-17 and Sri Arup Saha, 30/64/1, Atta Para Lane, Dum Dum, Kolkata-50 regarding the issue, being a matter specified in the third 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 to 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,

*Sdf*

Deputy Secretary  
to the Government of West Bengal

: 2 :

No. Labr./341/1(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, 3<sup>rd</sup> Floor, Park Circus, Calcutta-17.
2. Sri Arup Saha, 30/64/1, Atta Para Lane, Dum Dum, Kolkata-50 .
3. The Asstt. Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The Labour Commissioner, W.B., New Secretariat Buildings, (11<sup>th</sup> 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./341/2(2)/LC-IRDate 29-03-2019

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal, West Bengal, with respect to his Memo No. 338-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.10/10(1B)(d)/2014**

**Sri Arup Saha,**  
30/64/1, Atta Para Lane, Dum Dum, Calcutta-700050

**... Applicant**

*Versus*

**M/s. Novartis India Limited,**  
4/1/1, Meher Ali Road, 3<sup>rd</sup> 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 : 07-03-2019*

Today is fixed for passing order in respect of the joint petition for compromise dated 25.02.2019 filed 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 Arup Saha (PW-1) and Sri Durga Nand Singh (OPW-1), an authorized representative of the company, so adduced in support of said compromise petition. I have also perused the photocopies of e-mail dated 08.10.2018 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.4,05,788/- being cheque No.694349 dated 06.11.2018 and another of Rs.1,05,063 being cheque No.700338 dated 16.11.2018, photocopies of which have also been filed with the compromise petition and those cheques have 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 25.02.2019 and Memorandum of Settlement have duly been signed by the applicant Sri Arup Saha 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 25.02.2019 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 25.02.2019. The joint petition of compromise and Memorandum of Settlement, both dated 25.02.2019, be made part of the Award.

This is my Award.

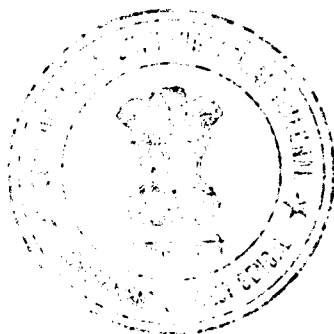
Dictated & corrected by me

Sd/-

Judge

**Judge**

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



sd/-

(Ashis Kumar Das)

Judge

**Seventh Industrial Tribunal**

**Seventh Industrial Tribunal**

Kolkata, W.B.

True copy  
Arup Saha  
2/10/14

1

Arup Saha (Applicant)



Filed by:-  
Sangeet Das.  
Adv.  
for the O.P.  
25/02/2014

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

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

Between:-

**Arup Saha**

30/64/1G, Atta Para Lane

Dum Dum

Calcutta- 700 050.

.... Applicant

Versus

Novartis India Limited

INSPIRE BKC, G Block, 6 & 7 Floor,

BKC Main Road, Bandra Kurla Complex

Bandra (East).

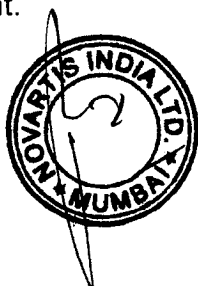
Mumbai 400 051

..... 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 Arup Saha 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 Arup Saha), receipt of which is annexed with this petition/Memorandum of Settlement.




Arup Saha

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.

Arup Saha  
Arup Saha, Applicant

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



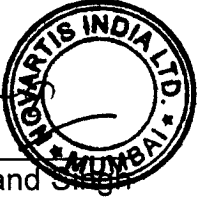
**Verification**

We, Arup Saha, 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 25<sup>th</sup> day of FEB, 2019 at Court premises.

Arup Saha  
Arup Saha  
Applicant

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

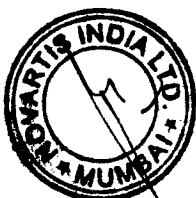


Arup Saha

## **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  
  
**ARUP SAHA**  
30/64/1G, Atta Para Lane  
Dum Dum  
Calcutta- 700 050.
2. Representing Employer:- Sh. Durga Nand Singh-Lead Counsel Litigation  
& Constituted Attorney, Novartis India Limited
3. Representing Employee:- Shri Arup Saha, Concerned Employee
4. Short Recital of the Case:-

The concerned employee Shri Arup Saha 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.4,05,700/- (Rupees Four Lakhs Five Thousand Seven Hundred and Eighty Eight Only) plus other legal dues but the concerned employee declined to accept the said separation package as agreed by NEU to which Shri Arup Saha 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. 10/10 U/s 10(1B) (d) of 2014 before the Ld. Seventh Industrial

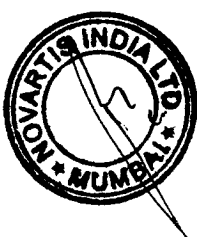


*Arup Saha*

Tribunal, Kolkata. During pendency of the aforesaid Case the concerned employee sent a mail 8<sup>th</sup> 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. 10/10 of 2014 U/s 10(1B) (Arup Saha Vs. Novartis India Limited). A copy of the email dated 8<sup>th</sup> October, 2018 is annexed hereto and marked as **ANNEXURE -A**. The Company agrees to the said proposal of Shri Arup Saha. Further upon such assurance the Company already paid the amount of separation package, amounting to Rs.4,05,788/- (Rupees Four Lakhs Five Thousand Seven Hundred and Eighty Eight Only) vide demand draft Nos. 694349 dated 6<sup>th</sup> November, 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.1,05,063/- (Rupees One Lakhs Five Thousand and Sixty Three Only) vide demand draft No. 700338 dated 16<sup>th</sup> November, 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 16<sup>th</sup> November, 2018 along with final settlement of account is annexed hereto and marked as **ANNEXURE - D** and **ANNEXURE - E**. respectively.



*Arup Saha*

- (ii) That on receipt of the aforesaid amount the concerned employee Shri Arup Saha 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.10/10 (1B) (d) of 2014), in terms of this Settlement arrive at between both the parties.
- (iv) In view of the above-mentioned circumstances, the dispute raised by Shri Arup Saha is hereby settles, hence it pray for dismissal.

**For and behalf the Company**  
**Novartis India Limited**

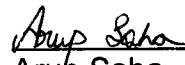
  
Durga Nand Singh

Witness:-

1. *Sanjayit Das.*  
Adv.  
I.T.I.R. A, N.S. Buildings,  
3rd. floor, 1, K.S. Roy Road,  
Kolkata - 700001  
Kolkata

Date: 29.02.2019

**For the Employee**

  
Arup Saha

2.



## ANNEXURE-A

### **Nirgude, Sandesh**

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**From:** Shaikh, Anis  
**Sent:** Monday, December 3, 2018 4:30 PM  
**To:** Nirgude, Sandesh  
**Subject:** FW: Account settlement - 40005026 19480 ARUP SAHA - 23 Dec 2013

**From:** arup saha <[arupsaha10@gmail.com](mailto:arupsaha10@gmail.com)>  
**Sent:** Monday, October 8, 2018 12:02 PM  
**To:** Mukherjee, Sukanta <[sukanta.mukherjee@novartis.com](mailto:sukanta.mukherjee@novartis.com)>  
**Subject:** Account settlement

Respected Mr Sukanta Mukherjee, myself Arup Saha employment number 19480 SAP I'd -40005026, terminated on dated 21 St December 2013,. It is for your kind information that I want to settle my account please do the needful..

# ANNEXURE-B



NOVARTIS INDIA LIMITED, Pharmaceuticals Division	
FINAL SETTLEMENT OF ACCOUNT	
Empl No :	40005026
Empl Name :	Arup Saha
Date of Separation :	23-Dec-2013
<b>Earnings</b>	
	<b>Amount</b>
SEPARATION AMOUNT	405,788.00
<b>Total Earnings</b>	<b>405,788.00</b>
<b>Deductions</b>	
<b>Total Deductions</b>	<b>0.00</b>
<b>NET PAYABLE</b>	<b>405,788.00</b>

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheques no. 694349 dated 06 November 2018 for INR 405,788/- towards Separation Amount.

Signature Arup Saha  
Arup Saha

Date :

**ANNEXURE-C**

**citibank Paylink® Instrument**

(Incorporated with Limited Liability in the U.S.A.)

A/c. Payee Only  
Not Negotiable

Ref No : 525039490100001

दिनांक  
Date

जाशी करने की तारीख से ३ महीने के लिए वैध

0	6	1	1	2	0	1	8
D	D	M	M	Y	Y	Y	Y

Valid for Three months from date of Issue

D. S. SAVARIT & SONS MUMBAI / CTS - 2012

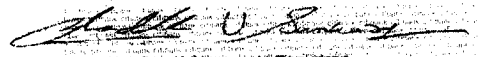
**Pay to** ARUP SAHA

कुल राशि रुपये  
**The Sum of Rupees** \*\*\*Rupees Four Lakh Five Thousand and Seven Hundred Eighty Eight Only\*\*\*

अदा करें ₹ \*\*\*\*405,788.00\*\*\*

Remitter name : NOVARTIS INDIA LIMITED

For CITIBANK N.A.



Mukesh Chandok Emp.No: 9105  
V. Sankaran Emp.No: 8726

Authorized POA Holder  
कृपया ऊपर हस्ताक्षर करें / Please sign above

Payable at Par at all Citibank Branches In India

⑈694349⑈ 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**

ARUP SAHA  
30641 ATTA PARA LANE  
KOLKATA,400064

NOVARTIS INDIA LIMITED

**PHARMACEUTICAL SECTOR**

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

Vendor Code: 3100017257  
Document No: 3100017257

Dear Sir/Madam,

We attach below our cheque no. 694349

drawn on CITIBANK N.A.Mumbai in settlement of our undermentioned invoices.

Inv No.	Inv Date	CCY	Description	Discount Amt	Tax Amt	Net Amt
VRSPAYNOV18 405788.00	06/11/2018	INR			0.00	405788.00





## NOVARTIS INDIA LIMITED, Pharmaceuticals Division

**FINAL SETTLEMENT OF ACCOUNT**

Empl No : 40005026  
 Empl Name : ARUP SAHA  
 Date of Separation : 23-Dec-2013

<b>Earnings</b>	<b>Amount</b>
BONUS	5,119.00
EX GRATIA	695.00
LEAVE ENCASHMENT	91,490.00
ONE MONTH'S SALARY	29,199.00
<b>Total Earnings</b>	<b>126,503.00</b>
<b>Deductions</b>	
BASIC PAY	70.00
DEARNESS ALLOWANCE	7,311.00
HRA	129.00
EDUCATION ALLOWANCE	26.00
FIELD EXPENSES	32.00
PF EMPLOYER CONTRIBUTION	886.00
INCOME TAX	8,986.00
IMPREST	4,000.00
<b>Total Deductions</b>	<b>21,440.00</b>
<b>NET PAYABLE</b>	<b>105,063.00</b>

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheque no. 700338 dated 16 November 2018 for INR 105,063/ towards full and final settlement of all your dues.

Signature Arup Saha  
ARUP SAHA

Date :

