

**File No. LABR-22015(16)/263/2018-IR SEC Dept. of Labour**  
**Government of West Bengal**  
**Labour Department**  
**I.R. Branch,**  
**N. S. Buildings, 12<sup>th</sup> floor, Block-A,**  
**1, K. S. Roy Road, Kolkata – 700 001.**

**No.Labr./633/(LC-IR)**  
**IR/11L-87/15**

**Dated, Kolkata, the 24<sup>th</sup> August, 2018**

**O R D E R**

WHEREAS an Industrial Dispute exists between M/s, Visual Securas Ltd., Block-AD-239, Sector-I, Bidhan Nagar, Kolkata- 700 064 and Shri Ratan Mullkck, C/o, Kamal Krishna Basar (Landlord) residing at Village Jotinagar Colony, P.O. Gourangha Nagar, P.S. New Town, Calcutta- 700 059 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 Disputes Act, 1947 (14 of 1947) to the Judge, First Industrial Tribunal, Kolkata, specified for this purpose under this Deptt.'s Notification No. 1085-IR /12L-9/95 dated 25.7.1997.

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

AND WHEREAS, the said Judge of the said First Industrial Tribunal, Kolkata, has submitted to the State Government its Award under Section 10(1B)(d) of the I.D. Act, Labour Court, Kolkata heard the parties 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,**



**Deputy Secretary to the  
Government of West Bengal.**

Contd. ....P/2.

**No.Labr./633/1(5)/(LC-IR)**

**Dated, Kolkata, the 24<sup>th</sup> August, 2018**

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

- 1) M/s, Visual Securas Ltd., Block-AD- 239, Sector-I, Bidhan Nagar, Kolkata- 700 064.
- 2) Shri Ratan Mullick, C/o, Kamal Krishna Basar (Landlord) residing at Village Jotinagar Colony, P.O. Gourangha Nagar, P.S. New Town, Calcutta- 700 059.
- 3) The Deputy Labour Commissioner, W.B. In-Charge, Labour Gazette, 6, Church Lane, 4<sup>th</sup> Floor, Kolkata – 700 001.
- 4) The Labour Commissioner, W.B., N.S. Sectt. Buildings, (11<sup>th</sup> Floor), 1, Kiran Sankar Roy Road, Kolkata – 700 001.
- ✓ 5) The O.S.D., I.T. Cell, Labour Department – with the request to cast the Award in the Department's website.



**Deputy Secretary**

**No.Labr./633/2(2)(LC-IR)**

**Dated, Kolkata, the 24<sup>th</sup> August. 2018.**

Copy forwarded for information to :-

- 1) The Judge First Industrial Tribunal, Kolkata, with respect to his Memo No. 678-LT dated 06.04.18.
- 2) The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata – 700 001.

**Deputy Secretary**

  
28/8/18

/um.24.8.18.

In the matter of an industrial dispute between M/s. Visual Securas Ltd., Block AD-239, Sector-I, Bidhan Nagar, Calcutta-7000 064 and their workman, Shri Ratan Mullick, C/o. Kamal Krishna Basar (Land Lord) Village Jotinagar Colony, P.O. Gourangha Nagar, P.S. New Town, Calcutta-700 059.

(Case No. 02/13)  
u/s 10(1B)(d) of I.D. Act, 1947

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BEFORE THE FIRST INDUSTRIAL TRIBUNAL: WEST BENGAL.

PRESENT

*SHRI TANMOY GUPTA, JUDGE,  
FIRST INDUSTRIAL TRIBUNAL, KOLKATA.*

A W A R D

The instant case arose out of an application u/s 10(1B)(d) of the Industrial Dispute Act, 1947 as amended filed by the workman Sri Ratan Mullick against his employer M/s. Visual Securas Ltd., Block-AD-239, Sector-1, Bidhan Naghar, Kolkata- 700 064 in connection with the termination of his service by the employer and seeking an order/award that the said order of termination is unjustified and also prayed for reinstatement in service with full back wages and consequential relief.

On receipt of such application notice was issued to the opposite party asking the opposite party to file written statement. The opposite party (company) filed written statement and thereafter on the basis of the pleadings of the parties issues were framed.

Thereafter the recording of evidence has been commenced and the parties laid evidences both oral and documentary and the case was posted for hearing of argument. At that juncture the parties expressed their desire to make a settlement of the dispute amicably.

Today 23.03.2018 the parties filed a joint petition together with Memorandum of Settlement praying for passing an award in terms of such Memorandum of Settlement.

Statements of the workman Sri Ratan Mullick is recorded on point of settlement in presence of the union representative moving the matter of the workman. Similarly, the statement of Sri Sumanta Banerjee, H.R. Manager of the company is recorded on the point of settlement. Both the workman and the company representative has stated that the dispute involved in the present proceedings has amicably been settled. The workman has stated that he entered into such settlement voluntarily with the company and nobody induced him or put any undue influence on him to enter into such settlement. He has also stated that he signed the joint petition and the Memorandum of Settlement after having understood the contents of the same which was read over and explained to him in Bengali. The witness for the company has also deposed in the same tune. He has stated that the company issued two separate account payee cheques dated 23.3.2018 amounting to rupees 1 lakh each drawn on HDFC Bank, Salt Lake City Branch, Kolkata to

full and final settlement of the dispute. The workman has also stated that he has received those 2 cheques as paid to him by the company amounting Rs. 1 Lakh each and the said amount of 2 lakhs includes and cover all his legal dues including gratuity, leave salary and retirement benefit. It is agreed by the parties as mentioned in the Memorandum of Settlement and has stated by them on oath that the company will cooperate with the workman in the matter of recovery of Provident Fund amount before the appropriate authority. The Xerox copy two such cheques are also filed. Both the workman and the company representative have stated that award may be passed in terms of such settlement.

#### Decision with Reasons

Upon careful perusal of the materials on record and the Memorandum of Settlement filed by the parties and also statements of the workman and the representative of the company recorded on oath today, I find that parties have amicably settled the dispute in terms of such Memorandum of Settlement filed before this Tribunal today. The terms of the settlement appear to be legal and valid. It further appears that such settlement has been filed by the parties voluntarily. That being so I find no legal impediment to dispose of the instant proceedings in terms of such Memorandum of Settlement as jointly filed by the parties. Accordingly, I hold that an award should be passed as prayed for the parties in terms of said Memorandum of Settlement filed today. Hence, it is

#### ORDERED

that the award be passed in terms of the Memorandum of Settlement dated 23.03.2018 dully signed by the parties and the said Memorandum of Settlement do form part of the award along with annexure, if any. The instant case is thus disposed of in terms of Memorandum of Settlement jointly filed by the parties.

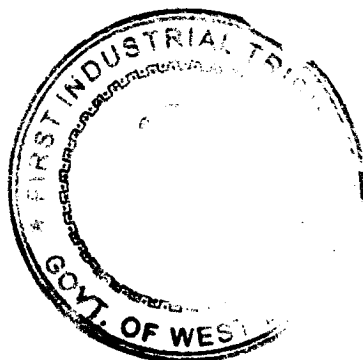
This is my AWARD.

Dictated & corrected by me.

Sd/- T. Gupta  
Judge.

Sd/- T. Gupta

Judge, 23-03-18  
First Industrial Tribunal  
JUDGE  
FIRST INDUSTRIAL TRIBUNAL  
WEST BENGAL



Received by  
25.11.18  
Sri Sumantra Banerjee

MEMORANDUM OF SETTLEMENT

Name of the Parties :

1. Sri Ratan Mallick, c/o  
Kamal Krishna Basu  
(Landlord), Jyotinagar Colony,  
P.O.- Gouranga Nagar, P.S.-  
New Town, Kolkata- 700059.

And

2. M/s. Visual Securas Ltd.  
Block-AD-239, Sector-1,  
Bidhannagar, Kolkata-  
700064.

Represented by :

No.1 i.e. Ratan Mallick by Sri  
Prasanta Mukherjee, General  
Secretary of Calcutta Motor  
Drivers Union.

No. 2 i.e. The Company is  
represented by Sri Sumantra  
Banerjee, Officer of the  
Company.

Short recital of the case :-

1. That Sri Ratan Mallick was engaged by the company on and from 25.02.2006 as a Driver as per terms and conditions of employment and was deputed to serve at companies' client M/s. Godrej Properties.
2. That from the month of February, 2011 the said Sri Ratan Mallick stopped coming to the office, no reason was shown by him and the management did not initiate any proceedings against him.
3. That Sri Ratan Mallick vide letter dated 25.11.11 raised a dispute in regard to his employment before the ALC Government of West Bengal.
4. That on receipt of the conciliation memo from the ALC, the management of the company appeared before the ALC and submitted their written comment.
5. That during the course of conciliation, Sri Ratan Mallick obtained a certificate of pending from the ALC and filed an application before the Ld. 1<sup>st</sup> Industrial Tribunal, W.B. which was registered as case no. 02/13/10(1B((d).
6. That the management of the company, on receipt of the summon, appeared and filed the written objection, hearing started. During the pendency of the case before the Ld. 1<sup>st</sup> Industrial Tribunal, parties started talk to

compromise/settle the matter out of court and after protracted negotiation following settlement has been arrived.

Terms of Settlement :-

- A) That Sri Ratan Mallick will accept his termination and will not claim further employment in the company.
- B) That the company will pay a lump sum of Rs.2,00,000/- to Sri Ratan Mallick which cover all his legal dues including gratuity, leave salary and retrenchment benefits.
- C) Sri Ratan Mallick himself will took initiative for payment of his P.F. amount before the P.F. Authority and the company will co-operate fully in that matter.
- D) That Sri Ratan Mallick will give a receipt to the company after receiving the settled amount.
- E) That parties will submit their settlement before the Ld. 1<sup>st</sup> Industrial Tribunal, W.B. with prayer to pass order accordingly.



*Jumanta Barma*  
 (Company/Management)

*Ratan Mallick*

(Ratan Mallick)  
 23/3/2018

WITNESS :-

1. *Sri Sri Kanti Bhowmik*  
*Advocate*  
 City Civil Court,  
 Calcutta - 70001

2. *Prasanta Mukherjee*  
 S. T. L. P. D.  
 NISI Bldg  
 K a - 1

## RECEIPT

I, Sri Ratan Mallik son of *Late Harendra Nath Mallik*, residing at Village- Jyotinagar Colony, P.O.- Gouranga Nagar, P.S.- New Town, Kolkata- 700059, have received a sum of Rs.2,00,000/- (Rupees Two Lacs) only from M/s. Visual Securas Ltd. by cheque nos. 002041 and 002042 both dated 23.03.2018 drawn on HDFC Bank being Settlement Money as raised vide own settlement dated 23.03.2018 which has been filed before the Ld. 1<sup>st</sup> Industrial Tribunal, W.B. in Case No.02/13 u/s 10(1B)(d).

I have no further claim from the company.

*[Signature]*



BB-22, SECTOR 1  
SALT LAKE CITY, KOLKATA-700064, WEST BENGAL  
RTGS / NEFT IFSC : HDFC0000018

Weekly Holiday on SUNDAY  
23032018  
D D M M Y Y Y Y  
Valid for 3 months only

Pay RATAN MALLICK

Or Bearer  
या धारक को

Rupees रुपये ONE LAC ONLY

अदा करें ₹ 1,00,000=00

A/c No. 00188640000169  
खाता क्र. Brn: 0018 Pdt: 864  
APEX  
Payable at par through clearing/transfer at all branches of HDFC BANK LTD

A/c. Payee only

Visual Securas Limited  
Monmika Sin  
Director

For VISUAL SECURAS LIMITED  
Visual Securas Limited  
Director  
Authorised Signatories  
Please sign above / कृपया यहाँ हस्ताक्षर करें

⑈002042⑈ 700240004⑈ 015056⑈ 29

HDFC BANK

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