

73979/2019

Government of West Bengal
Labour Department,
I .R . Branch
N.S. Buildings, 12th Floor1, K.S. Roy Road,
Kolkata – 700001

No. Labr./078/(LC-IR)/22015(16)/673/2019

Date : 20/12/19

ORDER

WHEREAS an industrial dispute existed between M/s JMD Services Pvt. Ltd., 128, Jodhpur Garden, Kolkata - 700 045 and Sri Ajit Sur (Security Guard No.1158), S/O. Late Amullya Sur Vill. – Itana, Natun Colony, P.O. – Banipur, P.S.- Habra, Dist. – North 24 Parganas , Pin – 7432233 regarding the issues being a mater specified in the second schedule of the Industrial Dispute act, 1947 (14of 1947);

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

Sd/-

Deputy Secretary
to the Government of West Bengal

No. Labr./1078/1(2) - IR

Date : 20/12/19 .

Copy forwarded for information to :

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 1566 - L.T.dated 05/12/2019.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

Sd/-

Deputy Secretary

No. Labr./1078/12(5) - IR

Date : 20/12/19 .

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

1. M/s JMD Services Pvt. Ltd., 128, Jodhpur Garden, Kolkata - 700 045.
2. and Sri Ajit Sur (Security Guard No.1158), S/O. Late Amullya Sur Vill. – Itana, Natun Colony, P.O. – Banipur, P.S.- Habra, Dist. – North 24 Parganas , Pin – 7432233.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazete.
4. The O.S.D. E.O. Labour Commissioner, W.B., New Secretariat Building (11thFloor), 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.

Mankar

Deputy Secretary

Contd.... Order No.05, dated 05-12-2019

Mr. Biplab Das, authorised signatory of the OP/Company, is also examined, cross-examination is declined and discharged as OPW-1. Authorisation letter dated 18.09.2019 is marked as Exhibit-A for the OP/Company. No other witness is present today.

Heard both the parties. considered.

The case record is taken up for passing order.

This is a case under Section 2A (2) of the Industrial Disputes Act, 1947 filed by Sri Ajit Sur against his employers viz. (1) M/s. JMD Services Pvt. Ltd. & (2) M/s. Edward Keventer Pvt. Ltd. in connection with termination of his service by his employers.

On the prayer of applicant, the name of OP No.2 i.e. M/s. Edward Keventer Pvt. Ltd. has already been expunged / deleted from the cause title of the statement of claim.

Perused the joint petition for compromise along with Memorandum of Settlement dated 20.09.2019, authorisation letter dated 18.09.2019 (Exhibit-A), Statement of Claim under Section 2A(2) of the Industrial Disputes Act, 1947 as well as evidence of the applicant Sri Ajit Sur (PW-1) and Sri Biplab Das (OPW-1), so adduced in support of said joint petition for compromise. 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 Memorandum of Settlement dated 20.09.2019, so annexed with the joint petition for compromise, filed today, by the parties.

The joint compromise petition and Memorandum of Settlement dated 20.09.2019, have duly been signed by the applicant Sri Ajit Sur and Sri Biplab Das, 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,

O R D E R E D

that the joint petition of compromise, filed today, is allowed and accordingly, the Case No.36 of 2019 under Section 2A(2) of the Industrial Disputes Act, 1947 be and the same is disposed of in terms of the Memorandum of Settlement dated 20.09.2019.

The joint petition of compromise, filed today, and Memorandum of Settlement dated 20.09.2019, be made part of this Award.

This is my **Award**.

Let 6 (six) copies of the **Order / Award** be sent to the appropriate Authority for taking necessary action.

Dictated & corrected by me

sd/-

Judge

Judge
Seventh Industrial Tribunal



sd/-

(Ashis Kumar Das)
Judge,
Seventh Industrial Tribunal,
Kolkata
05/12/2019

Judge
Seventh Industrial Tribunal

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

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

Case No.36 of 2019

Under Section 2A(2) of the Industrial Disputes Act, 1947

Sri Ajit Sur ... Applicant
(Security Guard No.1159)
S/o. Late Amullya Sur
Vill. Itana Nuttan Collony, P.O. Banipur, P.S. Habra,
Dist. North 24-Parganas, PIN-743233.

Versus

M/s. JMD Services Pvt. Ltd. ...OP/Company
128, Jodhpur Garden, Kolkata-700045.

A W A R D

Order No.05, dated 05-12-2019

Applicant Ajit Sur is present.

OP/Company is also present through its Ld. Advocate.

Mr. Biplab Das, Admin. & HR as well as authorised signatory of the OP/Company, is also present. He also files authorisation letter dated 18.09.2019.

Today is fixed for hearing in respect of a verified petition dated 20.09.2019 praying for an order to expunge the name of OP No. 2 from the cause title of the statement of claim, so filed by the applicant.

No W.O. has been filed by the OP No. 1 against the above petition.

The above petition is taken up for hearing.

Heard both sides. In course of hearing, Ld. Advocate for the OP No. 1 submits that he has got no objection if the petition for expunge is allowed. Considered.

Perused the statement of claim along with materials on record. Also perused the above petition for expunge, wherefrom it is seen that the applicant has prayed for an order to expunge the name of OP No. 2 viz. M/s. Edward Keventer Pvt. Ltd. from the cause title of the statement of claim on the ground that he has no grievance / claim against said OP No. 2.

Prayer is considered and allowed.

Let the name of OP No. 2 viz. M/s. Edward Keventer Pvt. Ltd. be expunged / deleted from the cause title of the statement of claim.

Note in the relevant register accordingly.

At this stage, one joint petition for compromise supported by Memorandum of Settlement dated 20.09.2019 has been filed by the parties.

The above joint petition for compromise is taken up for hearing.

Applicant Sri Ajit Sur is examined, cross-examination is declined and discharged as PW-1.



Contd....

*Subscribed by
Sri Ajit Sur
for me dated
22/11/19*

BEFORE THE LEARNED SEVENTH INDUSTRIAL TRIBUNAL

WEST BENGAL : KOLKATA

Case No. 36/2019 u/s 2A(2) of 2019

In the matter of

An alleged Industrial Dispute

- Between -

Sri Ajit Sur

Son of Late Amulya Sur,

Vill. Itana, Nutan Colony, P.O. Banipur

P.S. Habra, North 24 Parganas

PIN 743233

..... Applicant

- A N D -

M/s.JMD Services Pvt. Ltd.

128, Jodhpur Gardens

Kolkata - 700045

The humble Joint Petition ^{of compromise} on behalf of the parties
above named.
^

MOST RESPECTFULLY SHEWETH

1. That the above matter is pending before your Honour
2. That during the pendency of the case before this Ld. Tribunal, the parties have started bi-partite discussion to settle the case amicably outside the Tribunal.
3. That after protracted discussion in an atmosphere of cordiality, a Memorandum of Settlement has been arrived at between the parties on the 20th September 2019 and the terms and conditions have been incorporated therein. In terms of the said settlement the present case has been settled fully and finally.

A Xerox copy of the said Memorandum of Settlement dated 20th day of September 2019 is annexed hereto and marked as Annexure - 'A'

4. That the petition is made bonafide and for end of justice.

In the circumstances it is therefore humbly prayed that the Ld. Tribunal may be graciously pleased to pass an award in terms of the said settlement disposing the case and / or pass any other order or orders as Your Honour may deem fit and proper.

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

For the Opposite Party

Workman

x JMD Services Pvt. Ltd.
Riplab Das
 Authorised Signatory

✓ *Ajit Sur*
 Late - *Amulya Sur*
 With - *Itra Nithin Chhony*
 P.O - *Bani Pur*
 P.S - *Habra*
 Dist - *North 24 Parganas*
 Pin - *743233*

MEMORANDUM OF SETTLEMENT

Name of the Parties and addresses : M/s. JMD Services Pvt Ltd. 128 Jodhpur Gardens. Kolkata 700045

*For my
Subscribed
for me
28/11/19*

- A N D -

: Sri. Ajit Sur,
Son of Late Amulya Sur
Vill. Itana, Nutan Pally, P.O. Banipur
P.S. Habra, North 24 Parganas
PIN 743233

Representing the Company 1. Mr. Biplab Das

Representing the Workman 1. The Applicant Workman Sri Ajit Sur - Himself.

SHORT RECITAL OF THE CASE

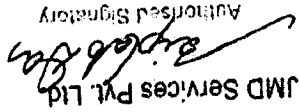
Sri Ajit Sur, the Applicant Workman raised a dispute before the Asst. Labour Commissioner, Govt. of West Bengal, alleging there that his service was illegally transferred from one site to another site. Ultimately before submission of written comments before said Learned Commissioner, the Applicant Workman preferred an application before this Learned Tribunal under section 2A (2) of the Industrial Disputes Act and the said case had been registered as case no.36/2019 of 2019 wherein he alleged that his service had been terminated by the Management of M/s. JMD Services Pvt Ltd., although the Management never terminated the service of the Applicant Workman in any point of time. During the pendency of the case before the Learned Tribunal, the parties started discussion to resolve the issue in an atmosphere of cordiality where the Applicant Workman expressed to the Management his regret that he did not discuss with the Management on the above said points of dispute and he wrongly approached to the conciliation machinery for redressal before verifying with the Management. Accordingly after bipartite discussion the following points placed by the Workman to the Management have been settled:-

1. Introduction of Minimum Wages in accordance with the law.

JMD Services Pvt. Ltd.

Biplab Das
Authorized Signatory

Ajit Sur


 JMD Services Pvt. Ltd.
 Authorized Signatory

Ashit Sur
 ✓

- a) That Sri Ashit Sur, the Applicant Workman will get the minimum wages as declared by the appropriate Government. The present wages drawn by the concerned employee is more than the existing minimum wage rates which will not be reduced.
- b) Appointment letters will be issued on acceptance of offer letter and after completion of training period which the Applicant Workman already received.
- c) Attendance registers will be maintained as per existing proper form.
- d) Pay slip will be issued as per present existing form and will be distributed properly.
- e) Overtime wages will be paid as per present existing norms as and when applicable.
- f) Normal holidays permissible under the rules are allowed.
- g) Bonus is paid to eligible employees as and when applicable.

It is agreed by and between the parties hereto as follows :-

TERMS OF SETTLEMENT

The Parties sit for discussion on the above referred issues to find out an amicable solution and after bipartite discussion between the parties here to mutually arrive at an amicable settlement of the dispute on the following terms and condition.

2. Appointment letter.
3. Attendance Register
4. Pay Slip
5. Overtime payments
6. Leave and Holidays
7. Other statutory entitlement as per law.
8. The present wages drawn by the concerned employees are more than the existing minimum wage rates declared by the appropriate Government.
9. Appointment letters are issued on acceptance of offer letter and after completion of training period.
10. Attendance registers are maintained in proper form.
11. Pay slip is issued and will be distributed properly.
12. Overtime wages are paid as and when applicable.
13. Normal holidays permissible under the rules are allowed.
14. Bonus is paid to eligible employees as and when applicable.
15. All statutory benefits as applicable under the Contract Labour (Regulation & Abolition) Act, 1970 are enjoyed by the concerned employees.

- h) All statutory benefits as applicable under the Contract Labour (Regulation & Abolition) Act, 1970 are enjoyed by the concerned employees.
- i) The nature of work performed is that of Security Guards
- j) The appointment letter carries the 'transfer' clause and any such transfer is normal and as per requirement of the client.
- k) There was no case of termination and as such, the question of reinstatement does not arise.
- l) Working hours are set as per requirement of the clients which is within the statutory limits.
- m) Leave, wages and working hours and holidays are regulated as per rule.
- n) The above named employee is deployed as Security Guards and thus does not perform any other job which is technical and clerical in nature.
- o) The continuity of service under the present contract depends on the period of contract with the Principal Employer through an agreement. Since the job is contractual in nature, the period of service will also depend on the validity period of the contract with the Principal Employer.
- p) That the parties agree to file a joint petition of compromise along with the Memorandum of Settlement before the Learned Seventh Industrial Tribunal with a joint prayer to pass an award on the basis of this settlement.
- q) This settles the disputes fully and finally and both the parties herein have decided to sign this Memorandum of Settlement with a communication in clear terms that all the disputes so raised have been settled to their entire satisfaction and they do not have any pending dispute in this regard.

IN WITNESS HEREOF, the parties hereto put their signature on this 20th day of September 2019.

Representing the Company

JMD Services Pvt. Ltd.

Siplab Das
Authorized Signatory

Employee

Ajit Sur
Lata - Anulga Sur
Vill - ITNA NUTUN Ealony
P.O - Banipur
P.S - Hakra
Dist - Nant 24 Purganas
Pin - 743233