

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

No. Labr/. 5.2.1. ./ (LC-IR)/IR/22015(16)/652/2019

Date : 03-06-19

ORDER

WHEREAS an industrial dispute existed between M/s Sharda Bricks & Blocks (P) Ltd., 41/2B, Sarat Bose Road, 1st floor, Kolkata - 700 020 and Sri Rakesh Kumar Shaw, 16, India Exchange Place, 1st Floor, Kolkata - 700 001 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 filled 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



Deputy Secretary
to the Government of West Bengal

4/2019


: 2 :

No. Labr/521/1(5)/(LC-IR)

Date 03-06-19

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

1. M/s Sharda Bricks & Blocks (P) Ltd., 41/2B, Sarat Bose Road, 1st floor, Kolkata - 700020.
2. Sri Rakesh Kumar Shaw, 16, India Exchange Place, 1st Floor, Kolkata - 700 001.
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/521/2(P)/(LC-IR)

Date 03-06-19

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal, Kolkata, with respect to his Memo No. 472 - LT dated 17.04.2019.
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.33/10(1B)(d)/2016

Sri Rakesh Kumar Shaw,
16, India Exchange Place, 1st floor, Kolkata-700001.

... Applicant

Versus

M/s. Sharda Bricks & Blocks (P) Ltd.,
41/2B, Sarat Bose Road, 1st floor, Kolkata-700020.

...OP/Company

A W A R D

Dated : 12-04-2019

Today is fixed for passing order in respect of the joint petition for compromise dated 11.04.2019 filed by both the parties. The case record is taken up for passing order.

This is a case under Section 10(1B)(d) of the Industrial Disputes Act, 1947 (As amended), in connection with the termination of service of the applicant namely Sri Rakesh Kumar Shaw by his employer M/s. Sharda Bricks & Blocks (P) Ltd.

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 Rakesh Kumar Shaw (PW-1) and Sri Tushar Chowdhury (OPW-1), Director of the OP/Company, so adduced, in support of said compromise petition. 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 22.01.2019. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over one cheque of settled amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) being cheque No.052583 dated 17.01.2019, drawn on Allahabad Bank, in favour of the applicant and the said cheque has already been encashed by him and a photocopy of receipt is enclosed with the Memorandum of Settlement and the applicant (PW-1) has no claim against the OP/Company at present.

Considered.

The joint compromise petition dated 11.04.2019 and Memorandum of Settlement dated 22.01.2019 have duly been signed by the applicant Sri Rakesh Kumar Shaw and Sri Tushar Chowdhury, 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 11.04.2019 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 22.01.2019. The joint petition of compromise dated 11.04.2019 and Memorandum of Settlement dated 22.01.2019, be made part of the Award.

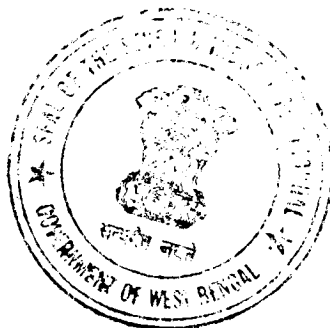
This is my Award.

Dictated & corrected by me

sd/-
Judge

Judge

Seventh Industrial Tribunal



sd/-
(Ashis Kumar Das)
Judge

Seventh Industrial Tribunal

12-04-2019

Seventh Industrial Tribunal

FORM - J

MEMORANDUM OF SETTLEMENT

Under Section 2(P) of the Industrial Disputes Act, 1947
Read with Rule 68 of the West Bengal Industrial Disputes Rules, 1958

1. Name and address of the parties :: 1. M/s. Sharda Bricks & Blocks (P) Ltd. 41/2B, Sarat Bose Road, Kolkata-700020.
And
2. Sri Rakesh Kumar Shaw son of Sri Binay Shaw 16, India Exchange Place, 1st floor, Kolkata-700001.
2. Representing the Employer :: 1. Shri
3. Representing the Workman :: Workman himself
4. Short recital of the case ::

Shri Rakesh Kumar Shaw above named workman raised an industrial dispute with the Labour Department, Government of West Bengal contending his termination of service by the above named O.P. and ultimately filed an application under section 10 (1B) (d) of the Industrial Disputes Act, 1947 before the learned Seventh Industrial Tribunal, Government of West Bengal. The case has been registered as case No. 33/2016 under section 10 (1B)(d) of the Industrial Disputes Act, 1947. The O.P. decided his allegation of terminator of service & said that he voluntary left his service.

During the pendency of the said dispute before the learned Tribunal an approach has been made for an amicable settlement of the matter and ultimately, after various deliberations and negotiations between the parties in an atmosphere of cordiality, the entire matter has been resolved fully and finally on following terms and conditions.

Rakesh Kumar Shaw
22.01.2019

SHARDA BRICKS & BLOCKS PVT. LTD.
Choudhary
Director

5. **TERMS OF THE SETTLEMENT :**

(a) It is agreed and accepted by both the parties that the workman will be paid a sum of Rs.1,50,000/- (Rupees one lac and fifty thousand only) in full and final settlement of his all dues and claims statutory or otherwise against the company including any claim for reinstatement reemployment or fresh employment including back wages or any claim in any manner whatsoever including the claim of gratuity before any authority/ Labour Court/ Tribunal or court of law having competent jurisdiction. The details of the payments are to the following effect.

Sl. No.	Name	Amount	Cheque No. & date
01.	RAKESH KR. SHAW	150000/-	052583

(b) It is agreed that the amount as aforesaid is being paid in full and final settlement of his all dues and claims statutory or otherwise against the company in any manner what so ever.. The workman confirms that consequent upon payment as aforesaid he has got no claim statutory or otherwise in respect of the company his employer including any organization having any business transaction with the company nor shall he himself or authorise anybody including any union to prefer any claim, statutory or otherwise before any authority, Labour Court, Tribunal or any Court of Law for preferring any claim for any amount against the company, his employer including any organization having any business transaction with the company in any manner what so ever including claim for reinstatement reemployment fresh employment or back wages, gratuity or for any other amount whatsoever.

Rakesh Kumar Shaw
22.01.2019.

SHARDA BRICKS & BLOCKS PVT. LTD.

Craddy

Director

(c) It is confirmed that Sri Shaw consequent upon receiving the said amount as mentioned in clause (c) he shall handover a receipt individually as a token of his acceptance of the said amount in full and final settlement of his all dues and claims against the company his employer.

(d) It is agreed that so far as withdrawal of the provident fund amounts are concerned, his said employer will extend fullest co operation to him in accordance with law.

(e) It is confirmed by him that he has accepted the said payment without any reservation and without being influenced by anyone. He has also confirmed that consequent upon payment as mentioned in clause (c) of the instant settlement he is not entitled to receiver any amount from the company his employer over and above the said amount statutory or otherwise. This settles at the disputes and differences between the parties fully and final.

6. It is agreed and accepted by Sri Shaw the concerned workman that in view of the instant settlement he is not interested to proceed with the case being no 33/2016 under section 10 (1B) (d) of the industrial disputes Act, 1947 any further. He further confirms that the both the parties jointly will file an application annexing the settlement praying interalia for a compromise award in terms of this settlement as

Rakesh Kumar Shaw
22.01.2019

SHARDA BRICKS & BLOCKS PVT. LTD.

Woodley

Director

nothing is left out for him to receive any amount from the company or any other organization having any business transaction.

7. This settlement settles all disputes and demands arising out of the order of dismissal fully and finally and connected proceedings including any order passed in connection thereof.

IN WITNESS WHEREOF the parties put their signatures this the day of January, 2019.

Rakesh Kumar Shaw
(RAKESH KUMAR SHAW)

1. Name & Signature of the Workman

SHARDA BRICKS & BLOCKS PVT. LTD.

Choudry

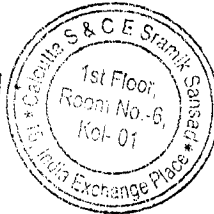
Director

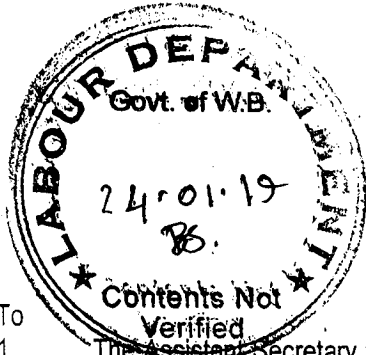
M/s. Sharda Bricks & Blocks (P) Ltd.

WITNESS:

1. *Vijay Kumar Ray*
19 B. B. Chatterjee Road KOL-700042

2. *Anilesh Shaw*
22-01-2019



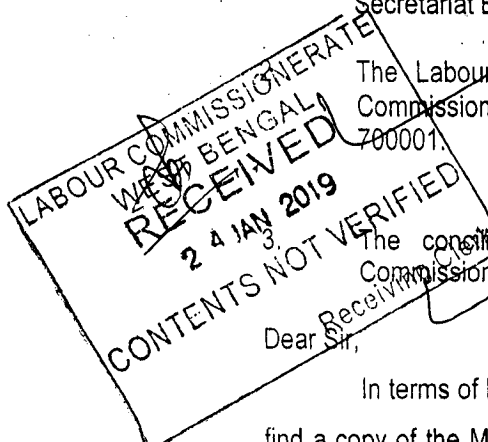


To
1.

The Assistant Secretary to the Government of West Bengal, Labour Department, New Secretariat Buildings, 1 K.S. Roy Road; 12th floor, Kolkata-700001.

The Labour Commissioner, Government of West Bengal, Office of the Labour Commissioner, New Secretariat Buildings, 1 K.S. Roy Road, 11th floor, Kolkata-700001.

The constitution Officer, Government of West Bengal, Office of the Labour Commissioner, 1 K.S. Roy Road, 11th floor, Kolkata-700001.



Dear Sir,

In terms of Rule 68 of the West Bengal industrial disputes rules, 1958 enclosed please find a copy of the Memorandum of Settlement dated 2019 entered into between M/s. Sharda Bricks & Blocks (P) Ltd. and Sri Rakesh Kumar Shaw for necessary recording.

Yours faithfully,

1. *Visay Kumar Ray*
19.B. B. Chatterjee Road Kol-700042
- 2.

SHARDA BRICKS & BLOCKS PVT. LTD.

For *(Signature)* Director
(The company)

Enco: As stated above.

RECEIPT

RECEIVED from M/S. SHARDA BRICKS & BLOCKS (P) LTD.. my employer a sum of Rs...../- (Rupees 150000/-) only through cheque no. 052583 dated 17/01/19 drawn on Allahabad bank in full and final settlement of my dues and claims against my employer. I have no other dues and claims, statutory or otherwise, including any monetary claim against my said employer. Nor shall I prefer any claim for any amount before any Court of Law, Tribunal or Authority for any amount in any manner what so ever including the claim for re-employed or re-engagement and back wages. I accept the said amount of Rs. 150000/- as a settlement of all my dues and claims as aforesaid to full from my said employer.

Rakesh Kumar Shaw
(..... 22.01.2019)

Rakesh Kumar Shaw

