

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

No. Labr./S.4.0/(LC-IR)

Date : ..10.06.19

ORDER

WHEREAS an industrial dispute existed between the employee of M/s Novartis India Limited, 4/1/1, Meher Ali Road, 3rd Floor, Park Circus Kol.-100017, (WB) and Sri Surajit Sarkar, Mahendra Nagar, Sodepur, P.O.- Natagarh, P.S.-Ghola, Kol,-100113, WB regarding the issues, 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 specified for this purpose under this Deptt.'s Notification No. 101-IR/IR/12L-14/11, dated 02.02.12.

AND WHEREAS, the Judge of the said Seventh Industrial Tribunal 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 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,

Sd/-

Deputy Secretary
to the Government of West Bengal

: 2 :

No. Labo/540/1(5)/(LC-IR)Date 10-06-19

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 Kol.-100017, (WB)
2. Sri Surajit Sarkar, Mahendra Nagar, Sodepur, P.O.- Natagarh, P.S.- Ghola, Kol,-100113, WB
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. Labo/540/2(2)/(LC-IR)Date 10-06-19

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal, Durgapur, with respect to his Memo No. 682-LT, dated 03.06.19.
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.36/10(1B)(d)/2014

Sri Surajit Sarkar,
Mahendra Nagar, Sodepur, P.O. Natagarh,
P.S. Ghola, Kolkata-700113.

... Applicant

Versus

M/s. Novartis India Limited,
4/1/1, Meher Ali Road, 3rd Floor, Park Circus,
Near Mother Dairy Booth No.29, 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 : 31-05-2019

Today is fixed for passing order in respect of the joint petition for compromise, filed on 30.05.2019, 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 filed by the applicant Sri Surajit Sarkar against his employer M/s. Novartis India Ltd. in connection with termination of his service.

Perused the joint compromise petition dated 03.05.2019, Memorandum of Settlement 03.05.2019, both filed before this Tribunal on 30.05.2019, petition under Section 10(1B)(d) of the Industrial Disputes Act, 1947 as well as evidence of the applicant Sri Surajit Sarkar (PW-1) and Sri Durga Nand Singh (OPW-2), an authorized Power of Attorney holder of the Company, so adduced in support of said compromise petition. I have also perused the Annexure- A to E, so filed with the Memorandum of Settlement. It appears from the evidence of PW-1 and OPW-2 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. I further find from the said Memorandum of Settlement as well as from the evidence of both parties that the company handed over two demand drafts of settled amount, one of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) and another of Rs.60,809/- (Rupees Sixty Thousand Eight Hundred & Nine only), along with Annexures-C and E, which are money receipts with regard to final settlement of account, duly signed by the applicant Sri Surajit Sarkar. The applicant (PW-1) has clearly stated during his evidence that he has no claim against the OP/Company and he prays for an Award in terms of the Memorandum of Settlement dated 03.05.2019.

Considered.



(Contd....P/2)

The joint compromise petition dated 03.05.2019 and Memorandum of Settlement dated 03.05.2019, both filed on 30.05.2019, have duly been signed by the applicant Surajit Sarkar (PW-1) and Sri Durga Nand Singh (OPW-2), on behalf of the OP/Company voluntarily. Since the matter has already been settled between the parties to the proceedings and the applicant has already received the above referred settled amount, 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 03.05.2019 (filed on 30.05.2019) 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 03.05.2019 (filed on 30.05.2019). Both the joint petition of compromise and Memorandum of Settlement dated 03.05.2019, be made part of the Award.

This is my Award.

Dictated & corrected by me

sd/-

Judge

Judge
Seventh Industrial Tribunal

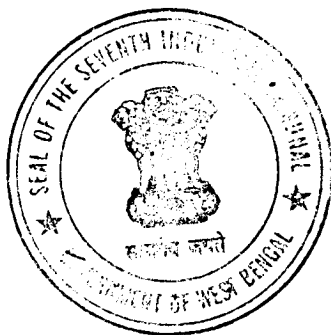
sd/-

(Ashis Kumar Das)

Judge

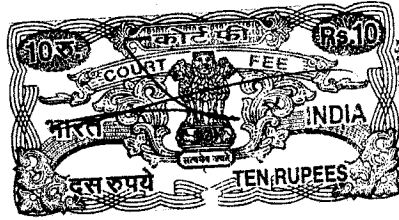
Seventh Industrial Tribunal
31-05-2019

Judge
Seventh Industrial Tribunal



Sl. No. 8

1



Pulanda 19
30-05-19
Filed by
S. K. Ghosh
Advocate
Surajit Sarkar

**BEFORE THE LEARNED SEVENTH
INDUSTRIAL TRIBUNAL, WEST BENGAL**

CASE NO. 36/10 (1B) (d) of 2014

Between

Surajit Sarkar

Maheendra Nagar, Sadepur,
P.O. Natagarh, P.S. Ghola,
Kolkata-700113

.... Applicant

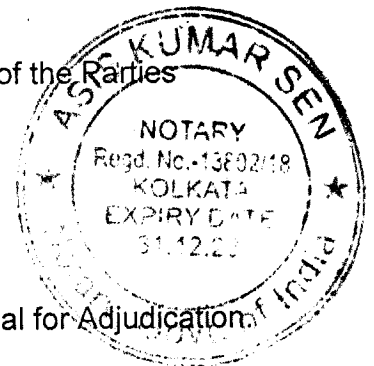
Versus

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 **Surajit Sarkar** 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 **Surajit Sarkar**), receipt of which is annexed with this petition/Memorandum of Settlement.



Surajit Sarkar

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.

Surajit Sarkar
Surajit Sarkar
 Applicant



Durga Nand Singh
Durga Nand Singh
 Principal Litigation Counsel &
 Constituted Attorney
 Novartis India Limited

Verification

We, **Surajit Sarkar**, the Applicant in this case and Durga Nand Singh, the Principal Litigation Counsel 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 3rd day of May 2018 at Court premises.

L.T.I.(S) Signatures (S) of the
 Executant attested by me on Identification
Asis K. Sen
ASIS KUMAR SEN
 City Civil Court
 Kolkata
 Reg. No.-13802/18 Govt. of India

03 MAY 2019

Identified by me

R. Chatterjee
 Advocate

Surajit Sarkar
Surajit Sarkar
 Applicant

Durga Nand Singh
Durga Nand Singh
 Principal Litigation Counsel &
 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

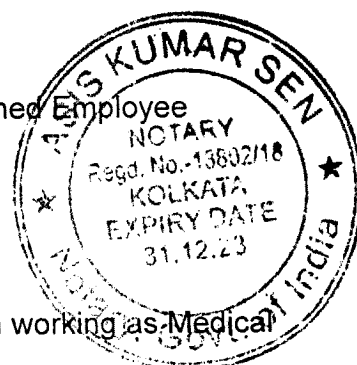
AND

SURAJIT SARKAR
Mahehdra Nagar, Sadepur,
P.O. Natagarh, P.S. Ghola,
Kolkata-700113

2. Representing Employer:- Sh. Durga Nand Singh- Principal Litigation
Counsel & Constituted Attorney, Novartis India
Limited

3. Representing Employee:- Shri Surajit Sarkar, Concerned Employee

4. Short Recital of the Case:-



The concerned employee Shri Surajit Sarkar 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.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) plus other legal dues but the concerned employee declined to accept the said separation package as agreed by NEU to which Mr. Surajit Sarkar 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. 36/10



Surajit Sarkar

(1B) (d) of 2014 before the Ld. Seventh Industrial Tribunal, Kolkata. During pendency of the aforesaid Case the concerned employee sent a mail 11th January, 2019 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 Case No. 36/10 (1B) (d) of 2014 (Surajit Sarkar Vs. Novartis India Limited). A copy of the email dated 11th January, 2019 is annexed hereto and marked as **ANNEXURE -A.** The Company agrees to the said proposal of Shri Surajit Sarkar. Further upon such assurance the Company shall pay the amount of separation package, amounting to Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) vide demand draft Nos. 000130 dated 20th April 2019 drawn on City Bank, Mumbai towards separation package. A copy of the said demand draft and final settlement of account receipt dated 3rd May 2019 are annexed hereto and marked **ANNEXURE -B** and **ANNEXURE - C,** respectively. Another demand draft No. 909030 dated 24 April 2019 amounting to Rs.60,809/- (Rupees Sixty Thousand Eight Hundred and Nine Only) drawn on City Bank, Mumbai towards final settlement of account of Mr. Surajit Sarkar. A copy of said Demand Drafts and the duly signed receipt in form of final settlement of account are annexed with this Memorandum of Settlement as **ANNEXURE - D** and **ANNEXURE - E,** 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 shall pay a sum Rs.60,809/- (Rupees Sixty Thousand Eight Hundred and Nine Only) drawn on City Bank, Mumbai towards final settlement of account of Mr. Surajit Sarkar





Surajit Sarkar

being the full and final amount of outstanding legal dues details of which are provided in the final settlement account.

- (ii) That on receipt of the aforesaid amount the concerned employee Shri Surajit Sarkar 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 Case No. 36/10 (1B) (d) of 2014 (Surajit Sarkar 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 Surajit Sarkar is hereby settles, hence it pray for dismissal.

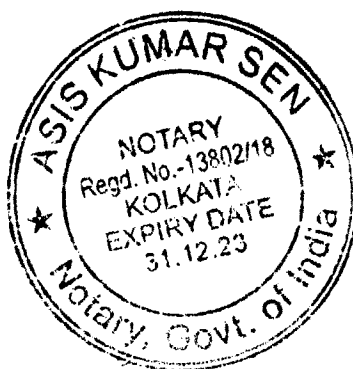
For and behalf the Company
Novartis India Limited


Durga Nanda


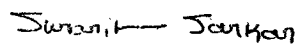
Kolkata

3rd May 2019

Witness : *Surajit Das.*



For the Employee


Surajit Sarkar

ANNEXURE-A

Singh, Durganand

Subject:

FW: Termination Settlement

From: surajit sarkar <surajitsarkar.sarkar70@gmail.com>
Sent: Friday, January 11, 2019 6:15 PM
To: Mukherjee, Sukanta <sukanta.mukherjee@novartis.com>
Subject: Termination Settlement

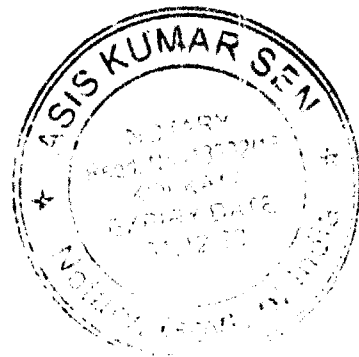
Dear Sukanta Sir,

Good day.

I was an employee at Novartis India LTD, Last Posted at Berhampore, West Bengal and terminated on 26th December 2013.
I would like to settle my termination requesting you to kindly guide the process.

Employee Name:- Surajit Sarkar.
Employee Code:- 11A2401534/40006038
Mobile Number :- +91- 9874329828.
Whats app No:- +91- 9874329828

Thanks & Regards.
Surajit Sarkar.



ANNEXURE-B

Citibank Paylink® Instrument

(Incorporated with Limited Liability in the U.S.A.)
 A/c. Payee Only
 Not Negotiable
 Ref No : 526102120100001

दिनांक Date 2 0 0 4 2 0 1 9
 D D M M Y Y Y Y
 जारी करने की तारीख से 3 महीने के लिए वैध
 Valid for Three months from date of issue

Pay to SURAJIT SARKAR

कुल राशि रुपये
 The Sum of Rupees ***Rupees Two Lakh and Fifty Thousand Only***

अदा करें ₹ ***250,000.00***

Account Number 1550101

For Novartis India limited

Payable at Par at all Citibank Branches In India
 Citibank N.A. - Mumbai

IFSC: CITI0100000

ASIS
SM Nak
 Authorised Signatories
 कृपया उपर हस्ताक्षर करें / Please sign above

⑈000130⑈ 000037000⑈ 030403⑈ 29

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

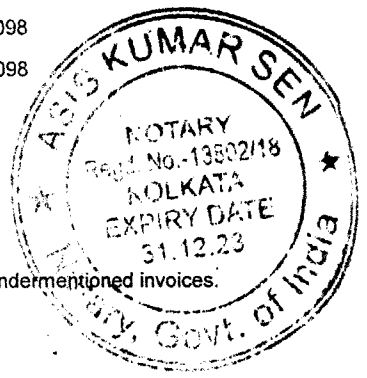
NOVARTIS INDIA LIMITED PHARMACEUTICAL SECTOR

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

FINANCE DIVISION

SURAJIT SARKAR
 SODEPUR MAHENDRA NAGERPO NATAGARH
 NATAGARH
 KOLKATA,721101

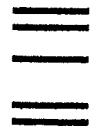
Vendor Code: 3100005098
 Document No: 3100005098



Dear Sir/Madam,

We attach below our cheque no. 000130 drawn on CITIBANK N.A.Mumbai in settlement of our undermentioned invoices.

Inv No.	Inv Date	CCY	Description	Discount Amt	Tax Amt	Net Amt
VRS PAY SURAJIT	18/04/2019	INR				250000.00
250000.00				0.00		250000.00



ANNEXURE-C

NOVARTIS

NOVARTIS INDIA LIMITED, Pharmaceuticals Division	
<u>FINAL SETTLEMENT OF ACCOUNT</u>	
Empl No :	40006038
Empl Name :	SURAJIT SARKAR
Date of Separation :	23-Dec-2013
Earnings	
SEPARATION AMOUNT	250,000.00
Total Earnings	250,000.00
Deductions	
Total Deductions	0.00
NET PAYABLE	250,000.00

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheques no. 000130 dated 20 April 2019 for INR 250,000/- towards Separation Amount.

Signature Surajit Sarkar
SURAJIT SARKAR

Date :



ANNEXURE-D

CITIBANK Paylink® Instrument

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

Ref No : 526126830100001

Security Printer of Bombay (P.) Ltd. CTS/2010

जासी करने की तारीख से 3 महीने के लिए वैध
 दिनांक Date 2 4 0 4 2 0 1 9
 D D M M Y Y Y Y
 Valid for Three months from date of Issue

Pay to SURAJIT SARKAR
 कुल राशि रुपये The Sum of Rupees ***Rupees Sixty Thousand and Eight Hundred Nine Only***
 अदा करें ₹ ***60,809.00***

Remitter name : NOVARTIS INDIA LIMITED

Payable at Par at all Citibank Branches In India

For CITIBANK N.A.

Mukesh Chandok
 Mukesh Chandok Emp No. 9105
V Sankaran
 V Sankaran Emp No. 6726
 Authorized POA Holder
 कृपया ऊपर हस्ताक्षर करें / Please sign above

⑈909030⑈ 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

SURAJIT SARKAR
 SODEPUR MAHENDRA NAGERPO NATAGARH
 NATAGARH
 KOLKATA,721101

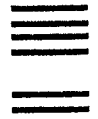
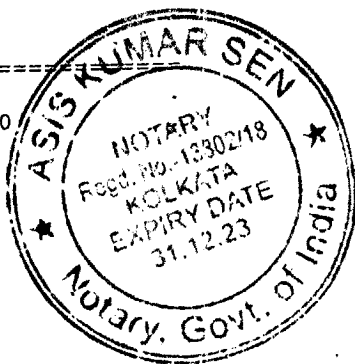
NOVARTIS INDIA LIMITED

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

Vendor Code: 3100005581
 Document No: 3100005581

Dear Sir/Madam,
 We attach below our cheque no. 909030 drawn on CITIBANK N.A.Mumbai in settlement of our undermentioned invoices.

Inv No.	Inv Date	CCY	Description	Net Amt
Inv Amt.	Discount Amt	Tax Amt		
60809.00	24/04/2019	INR		60809.00
		0.00		



ANNEXURE-E

NOVARTIS

NOVARTIS INDIA LIMITED, Pharmaceuticals Division	
FINAL SETTLEMENT OF ACCOUNT	
Empl No :	40006038
Empl Name :	SURAJIT SARKAR
Date of Separation :	23-Dec-2013
Earnings	Amount
MEDICAL ALLOWANCE	8,848.00
BONUS	5,950.00
EX GRATIA	677.00
LEAVE ENCASHMENT	19,150.00
FIELD EXPENSES	11,716.00
ONE MONTH'S SALARY	27,357.00
Total Earnings	73,698.00
Deductions	
BASIC PAY	59.00
DEARNESS ALLOWANCE	6,846.00
HRA	129.00
EDUCATION ALLOWANCE	26.00
PF EMPLOYER CONTRIBUTION	829.00
IMPREST	5,000.00
Total Deductions	12,889.00
NET PAYABLE	60,809.00

Received with thanks from Novartis India Ltd., Mumbai, vide Citibank cheque no. 909030 dated 24 April 2019 for INR 60,809/ towards full and final settlement of all your dues.

Signature Surajit Sarkar
SURAJIT SARKAR

Date : 31/5/2019

