

I/52034/2019

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

No. Labor. 628/ (LC-IR)

Date : 04.07.19

ORDER

WHEREAS an industrial dispute existed between M/S Abbott Truecare Pharma (P) Ltd., 370/1/E, N.S.C. Bose Road, Buntly Bridge Stop, SBI Compound, Kolkata-47 , and their workman Mita Mondal Vill+ P.O. - Mathur, P.S.- Diamond Harbour, Dist-South 24 Pgs 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 (14of 1947) to the Judge, Sevent Industrial Tribunal specified for this purpose under this Deptt.'s Notification No. 101-IR, Ir/12L-14/11 dated 02/02/2012.

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 (14of 1947) on the said Industrial Dispute.

Now, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Dispute Act, 1947 (14of 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

I/52034/2019

No. ~~Labr/628/2(2)~~ (LC-IR)

Date04.07.19

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

1. M/s Abbott Truecare Pharma (P) Ltd., 370/1/E, N.S.C. Bose Road, Bunt Bridge Stop, SBI Compound, Kolkata-47 .
2. Mita Mondal Vill+ P.O. - Mathur, P.S.- Diamond Harbour, Dist-South 24 Pgs.
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/628/2(2)~~ (LC-IR)

Date04.07.19

Copy forwarded for information to :-

1. The Judge, Seventh Industrial Tribunal , West Bengal, with respect to his Memo No. 744-LT dated 14/06/2019 .
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.34/10(1B)(d)/2016

Mita Mondal

Vill. & P.O.-Mathur,
P.S.-Diamond Harbour (Ramnagar),
Dist.-24-Parganas (South)

... Applicant

Versus

M/s. Abbott Truecare Pharma (P) Ltd.

370/1/E, N.S.C. Bose Road,
Bunty Bridge Stop, SBI Compound,
Kolkata-700047.

...OP/Company

A W A R D

Dated : 11-06-2019

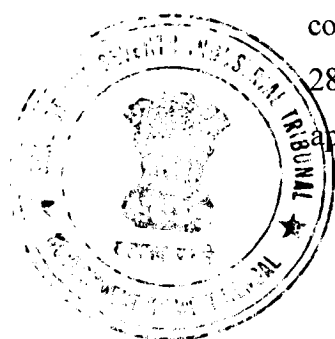
Today is fixed for passing order in respect of the joint petition for compromise dated 17.04.2019 filed by both the parties, subject to filing information by the applicant regarding encashment of cheque of Rs.4,20,000/-, so issued by the OP/Company in favour of the applicant Mrs. Mita Mondal.

Applicant already filed a verified petition on 30.05.2019 informing this Tribunal that the cheque which was handed over to her with regard to settlement amount has been credited in her Bank Account. Photocopy of the relevant Bank Statement of the applicant showing credit of cheque amount of Rs.4,20,000/- in her Account on 20.04.2019 has been annexed in support of the above petition.

Now, the case record is taken up for passing order.

Perused the joint compromise petition, Agreement / Memorandum of Settlement, petition under Section 10(1B)(d) of the Industrial Disputes Act, 1947 as well as evidence of the applicant Mrs. Mita Mondal (PW-1) and Sri Yogesh Saraswat (OPW-1), Senior Manager (HR) 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 17.04.2019. 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 being cheque No.855723 dated 28.03.2019 amounting to Rs.4,20,000/- (Rupees Four lakh Twenty Thousand) only to the applicant on 17.04.2019, which has duly been credited in the Bank Account of the

Contd...P/2.



applicant on 20.04.2019, as it appears from the photocopy of her Bank Statement of HDFC Bank Ltd. being Account No.00141140029652 stands in her name, so filed. An acknowledgement receipt as well as a photocopy of said cheque are enclosed with the Memorandum of Settlement. The applicant (PW-1) and OPW-1 have also stated in their evidence that at present there is no dispute exists in between them.

Considered.

The joint compromise petition and Memorandum of Settlement both dated 17.04.2019 have duly been signed by the applicant Mrs. Mita Mondal and Sri Yogesh Saraswat, on behalf of the OP/Company voluntarily. Since the matter has already been settled between the parties to the proceedings and the settled amount has already been credited in the Bank Account of the applicant, 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 17.04.2019 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 17.04.2019. The joint petition of compromise and Memorandum of Settlement, both dated 17.04.2019, 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

Kolkata

11-06-2019

Judge

Seventh Industrial Tribunal

Before The Learned VIIth Industrial Tribunal, West Bengal,
at Kolkata

Filed by
Munish Sarvagata
Advocate
17.4.19

Case no. 34/2016 u/s 10 (1B) (d)

Ms. Mita Mondal

.....APPLICANT

Versus

M/s Abbott Truecare Pvt. Ltd;

.....Opposite Party

filed by
Suresh Chakrabarti
Adv.
17/4/19

Joint petition on behalf of the parties
above named

Most Respectfully Sheweth:

1. That the parties to the instant proceeding have agreed to mutually settle the matter, and accordingly a memorandum of settlement dated 17.04.2019 has been entered into. Photocopy of which is enclosed herewith for ready reference.
2. That in view of the aforementioned facts and circumstances, it is prayed that appropriate order may be passed considering the memorandum of settlement entered between the parties.
3. That this petition is bona fide and made for the ends of justice.

Under the circumstances it is prayed that Your Honour may graciously be pleased to pass necessary order in view of the memorandum of settlement entered between the parties and to pass such other or further order / orders as Your Honour may deem fit and proper.

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

VERIFICATION

We, Mr. Yogesh Saraswat, Senior Manager, Human Resources, M/s Abbott Health Care Pvt-Ltd, having registered office at 18th floor, Godrej BKC, Plot C-68, G Block, Bandra Kurla Complex, Near MCA Club, Bandra (E), Mumbai, Pin Code - 400051 and Mita Mondal, village P.O. Mathur, P.S. Diamond Harbour, (Rammagar) Dist-24 Purganas (South) do hereby solemnly affirm and say that paragraph 1 of the petition is true to our knowledge and the rest are our humble submissions. We sign this verification on this the 17th day of April, 2019 at Tribunal premises.

Mita Mondal
17/4/19

Mita Mondal
17.04.2019

Filed by
Merinade Ganguly
Advocate
17-6-19

Filed by
Suvodip B
17/4/19

AGREEMENT / MEMORANDUM OF SETTLEMENT
BETWEEN

Abbott Healthcare Pvt Limited
3, Corporate Park, Sion-Trombay Road,
Mumbai, 400071

AND

Ms. Mita Mondal

(Abbott Healthcare Pvt Limited and Ms. Mita Mondal are hereinafter together referred to as the Parties)

Whereas, Ms. Mita Mondal (hereinafter referred as the "ex-employee") was employed as a Deputy Area Sales Manager in Managerial category with Abbott Healthcare Pvt Limited (hereinafter referred to as 'the company') upon the terms and conditions stated in the appointment letter dated **08.03.2010**.

Whereas Ms. Mita Mondal vide a letter dated **20.11.2015** was informed about management's decision to terminate her services from the Company along with payment of one month salary as notice period payment. Her full and final settlement with Abbott Healthcare Pvt Limited was done on **29.02.2016** wherein a net payment of INR 78,999.66/- was deposited in her HDFC Bank Salary account as a part of her full & final settlement.

Whereas, Ms. Mita Mondal, vide her application dated **30.08.2017** to the Industrial Tribunal, Kolkata challenged the Management's decision of said termination which was registered as Case No. 34/2016 u/s 10 (1B) (d) [Ms. Mita Mondal vs M/s Abbott True Care Pvt. Ltd]. Upon discussion with Ms. Mita Mondal, both parties have decided to resolve all the outstanding issues as per the agreement mentioned below:

AGREEMENT:

Now this Agreement witness and it is hereby agreed by and between the parties hereto as follows:

1. That the last day of employment of Ms. Mita Mondal with Abbott Healthcare Pvt Limited will remain unchanged as communicated vide Company's letter dated **20.11.2015**.
2. The Company shall pay to the ex-employee a one-time lump sum amount of INR 4,20,000/- (four lacs twenty thousand **only**) as ex-gratia over and above her full and final settlement dues, which have already been paid to her.

3. The method of calculation of the one-time lump sum amount has been shared with her separately. The negotiations are confidential and shall remain so between both parties.
4. No other payment or benefits will be made under this Agreement other than those described in paragraph 2.
5. Ms. Mita Mondal agrees that she will return the Company's property (including but not limited to electronic equipment/s, memoranda, notes, records, files, reports, photographs, drawings, plans, paper, computer software, compounds and other documents, products, inputs and materials made available to her during the course of employment with the Company, and any copies, summaries or abstracts thereof, whether or not they contain Confidential Information (as defined in her appointment letter) by letter **08.03.2010**.
6. That Ms. Mita Mondal agrees and accepts that the payments and benefits provided to her under this Agreement as a full and complete settlement of any and all claims she may have against Abbott and its affiliates, their employees, directors and agents arising out of her employment with Abbott Healthcare Pvt Limited or the termination of that employment, including all claims under any applicable law, and she hereby releases Abbott Healthcare Pvt Limited and its affiliates, their employees, directors and agents from any and all present & future liability with respect to all such claims.
7. That Ms. Mita Mondal agrees that she shall not benefit from any suit or claim against Abbott Healthcare Pvt. Limited and its affiliates, their employees, directors or agents arising out of her employment with Abbott or the termination of that employment.
8. Ms. Mita Mondal states and confirms that she has no claim whatsoever against the Management of Abbott Healthcare Pvt Limited towards / under any Charter of Demands raised on her behalf by any Union, Committee, Association etc. for any period. Upon execution of this agreement, any such Charter of Demands stands settled / withdrawn as far as Ms. Mita Mondal is concerned.
9. Upon execution of this agreement Ms. Mita Mondal agrees to unconditionally withdraw all litigations, complaints filed before conciliation officer, tribunals, courts or before any other statutory authority etc., whatsoever filed by her in her personal capacity and/or is filed on her behalf by any Union/agents/committee/Association etc. for any period with any court, tribunal and/or labour authorities.
10. That Ms. Mita Mondal agrees to make all efforts necessary to maintain and protect the reputation of Abbott Healthcare Pvt Limited and its affiliates and that of their businesses, products, directors, officers, employees and agents. She further agrees that she will not disparage Abbott and its affiliates or their businesses, products, directors, officers, employees and agents (or persons representing them in their official capacity) or engage in any activities that reasonably could be anticipated to harm their reputation, operations or relationships with current or prospective customers, suppliers or employees.
11. That Ms. Mita Mondal acknowledges and agrees that any breach of any provision of this Agreement shall constitute a material breach of this Agreement and shall entitle Abbott Healthcare Pvt Limited immediately to recover and/or cease any payments and benefits agreed & /or provided to her under this Agreement. She further agrees that she shall be responsible to Abbott for all costs, attorneys' fees and any and all damages incurred by Abbott in (a) enforcing the obligation, including the bringing of any suit to recover the monetary consideration, and (b)

defending against a claim or suit brought or pursued by you in violation of this provision.

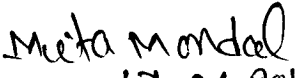
12. This Agreement constitutes the complete understanding between Ms. Mita Mondal and Abbott Healthcare Pvt Limited and supersedes any and all prior agreements or understandings done by her or her agents/Union/Legal heirs/Committee/Association etc. no matter their form, concerning its subject matter.

This agreement signed at Kolkata dated 17.04.2019.

For Abbott Healthcare Pvt Limited,


Yogesh Saraswat
Senior Manager, HR

Ex Employee


17.04.2019

Mita Mondal
Dy. ASM

Acknowledgement:

I, Mita Mondal have received a cheque of Rs 4,20,000/- dated 28th March 2019
cheque number 855723 of HSBC Bank, ~~MG Road, Mumbai~~ from Abbott Healthcare
Pvt Ltd on 17th April 2019 as per the stipulations of the agreement mentioned above.

Place :

Date : 17-04-2019

Mita Mondal
Mita Mondal

Abbott Healthcare Pvt. Ltd.

Registered Office : 4, Corporate Park, Sion - Trombay Road, Mumbai - 400 071.
HCS - D-Mart Bldg., 1st Flr., Mulund-Goregaon Link Road, Opp. Fortis Hospital, Mulund (W), Mumbai - 400 080.

PAYMENT ADVICE

1500040042
Cheque No: 855723
28.03.2019

Dear Sir/Madam,
Please find enclosed herewith our cheque in payment of your bills as per details given below :

Your Ref.	Date	Remarks	Amount	Deductions
EX BRATIA	28.03.2019	713938 - Mita M	420000.00	0.00

NET AMOUNT PAID INR *****420,000.00*

Checked By

Kindly send your stamped receipt quoting the above reference.

Approved By

A/c Payee Only
Not Negotiable

Valid for three months from the date of issuance

The Hongkong and Shanghai Banking Corporation Limited
52/60, M. G. Road, Mumbai - 400 001.
IFSC CODE HSBC0400002

दिनांक
Date 28 03 2019
D D M M Y Y Y Y

Pay MITA MONDAL

को या आदेश पर Or Order

रुपये Rupees Four Lakh Twenty Thousand Only

अदा करें। ₹ *****420,000.00*

For Abbott Healthcare Pvt. Ltd.

खाता सं.
A/c No. 030-748453-005

Payable at par at all Branches of HSBC in India

Please Sign above this line

⑈855723⑈ 400039002⑈ 980030⑈ 29