

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

No. Labr./855/(LC-IR)/IR/11L-05/18

Date : 15.11.2018

ORDER

WHEREAS an industrial dispute existed between M/S Geno Pharmaceuticals Pvt. Ltd., Clean Care Division, 206, Rajarhat Road, 4th Floor, Room No. 403, Noa Para, Near City Center, Kolkata – 700157 and their workman Sri Agradip Debnath, 5/1A, Sarkar Lane, Kolkata - 700007 regarding the issues being a matter specified in the second schedule of the Industrial Dispute act, 1947 (14of 1947);

AND WHEREAS the workman has filed 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 Judge of the said Seventh Industrial Tribunal heard the Parties and 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,



Deputy Secretary
to the Government of West Bengal

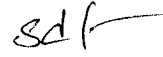
(2)

No. Labr./855/1(2) – IR

Date : 15.11.2018

Copy forwarded for information to :

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 1978 – L.T. dated 26.09.2018.
2. The Joint Labour Commissioner (Statics), W.B., 6, Church Lane, Kolkata-700001.



Deputy Secretary

No. Labr./855/2(5) – IR

Date : 15.11.2018

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

1. M/s Geno Pharmaceuticals Pvt. Ltd., Clean Care Division, 206, Rajarhat Road, 4th Floor, Room No. 403, Noa Para, Near City Center, Kolkata – 700157.
2. Sri Agradip Debnath, 5/1A, Sarkar Lane, Kolkata - 700007.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The Labour Commissioner, W.B., New Secretariat Building (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

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

Present: Shri Avani Pal Singh,
Judge, Seventh Industrial Tribunal, West Bengal.

CASE No. 08/2017; u/S. 2A(2) of the I.D. Act, 1947

Sri Agradip Debnath
5/1A, Sarkar Lane, Kolkata - 700007.

...Applicant.

-versus-

M/s. Geno Pharmaceuticals Pvt. Ltd., Clean Care Division,
206, Rajarhat Road, 4th Floor, Room No. 403, Noa Para,
Near City Center, Kolkata – 700 157.

...OP/Company.

AWARD

Dated : 07-09-2018

The instant case No.08 / 2A(2) / 2017 came to be registered on 16.05.2017 upon filing of an application by the applicant **Agradip Debnath** under Section 2A(2) of the Industrial Disputes Act, 1947 (together with service copies of the application), wherein the said Sri Agradip Debnath raised an industrial dispute against his employer M/s. Geno Pharmaceuticals Pvt. Ltd., alleging wrongful and illegal termination of service by the said employer and seeking reinstatement in service with full back wages and consequential benefits.

Upon registration of the instant case, notice was issued, along with copy of such application, upon the OP/Company M/s. Geno Pharmaceuticals Pvt. Ltd., at their given address, with direction(s) to appear and file their written statement.

The parties having filed their respective statement(s) of facts and list(s) of documents, and having copies of such documents amongst themselves, this Tribunal framed the Issues on 25/05/2018 and the matter was fixed for evidence by the applicant. During such stage of the matter, it appears that both parties to this dispute-case have entered into and executed an amicable mutual settlement. The parties thereafter filed a joint-petition along with their such Memorandum of Settlement, with prayer(s) for acceptance thereof and for passing an Award in terms of such settlement. Both the applicant Agradip Debnath and the authorized representative/ signatory of the O.P./Company Saurav Jain, have deposed, on oath, in support of their said joint-petition and the terms of the Memorandum of Settlement.

sd/-



Contd.....P/2.

(2)

In terms of the settlement, the applicant Sri Agradi Debnath has been reinstated to his former post in the same pay-scale and the period, between the date of his termination 23.12.2016 till his reinstatement on 16.08.2018, has been treated as leave without pay and such period will also not be (*repeat* 'not be') included while calculating gratuity payable, if any, to the applicant at the end of his tenure. These terms, among others, have been duly reduced in writing in the form of a Memorandum of Settlement, which has been executed by Sri Debnath as well as by Sri Jain.

Having examined the Memorandum of Settlement and the joint-petition for compromise, as well as the evidence adduced by the parties, this Tribunal finds no impediment in allowing the prayers, made jointly by the parties, for passing of an Award, in terms of the Memorandum of Settlement duly executed by and between the parties. Let the **instant Case No. 08/2A(2)/2017 be disposed of in terms of Memorandum of Settlement**, in between the parties filed this day, **which do form part of the Award**.

The aforesaid shall **constitute the Award** passed in the instant case, which shall stand disposed of accordingly.

Dictated & corrected by me

sd/-

Judge

Judge
Seventh Industrial Tribunal

sd/-

(Avani Pal Singh)

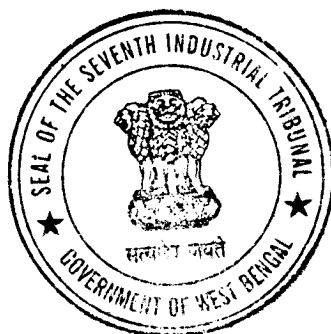
Judge

Seventh Industrial Tribunal

Kolkata

07-09-2018

Judge
Seventh Industrial Tribunal



Memorandum of Settlement

(U/s.2(P) read with section 18(3) of the Industrial Disputes Act, 1947)

Name of the parties: (1) M/s Geno Pharmaceuticals Pvt. Ltd, Clean Care Division; 206, Rajarhat Road ;4th Floor; Room No. 403, Noa Para, Near City Center; Kolkata- 700 157.

(2) Sri Agradip Debnath; 5/1A, Sarkar Lane, Kolkata- 700 007.

Short Recital of the case:

Whereas the company under reference is one of the reputed pharmaceutical company which has engaged many Field Officers for promoting the sales of company's products by canvassing prescriptions for the company's product from the Medical Practitioners and booking order and serving all purchases of all products marketed by the company.

Whereas one Field worker Agradip Debnath was working since 02.01.2009 and he was terminated from service w.e.f. 23.12.2016.

Souvar Dain
07/09/18

Agradip Debnath
07/09/18

Whereas being aggrieved over the termination of service the workman sought intervention of Labour Commissioner, Govt. of West Bengal vide letter dated 11.01.2017 but no fruitful result came out within 45 days thus he filed case before the Learned 7th Industrial Tribunal, West Bengal and the case has been registered bearing ^{Case} reference No. 08 of 2017 under Section 2A(2) of the Industrial Disputes Act, 1947.

Whereas during the pendency of Dispute before Learned 7th Industrial Tribunal, West Bengal negotiations were held on the issue pending before Learned 7th Industrial Tribunal, West Bengal and after ^{protected} ~~protected~~ discussions it is agreed between the parties as under.

1. That the company has agreed and accordingly the concerned workman has been reinstated in service without any back wages as the same will be treated as Leave without Pay and the said period shall not be considered for calculating his gratuity at the end of tenure of his service. Thus he has been reinstated in service as "Product Delegate" at Kolkata Central HQ on and from 16.8.2018. It is pertinent to mention herein that he will report to District Manager Mr. Sourav Jain based at Kolkata-N, under Divisional

Sourav Jain
07/07/18

Anandip Subnath
07/09/18



Sales Manager, Mr. Pralay Kumar Chakraborty based at Kolkata-N and under overall supervision of Sales Manager, Mr. Ashok Kumar Moharana based at Kolkata-N. All terms and Conditions of letter of appointment dated 24.12.2008 and confirmation dated 02.01.2010 remains the same. Photocopy of the letter being CLCR/PERS/D-9/2908 dated 13.08.2018 is enclosed herewith and marked with the letter "A".

2. That in view of instant agreement the concerned workman has no more dispute in the issue pending before the Learned Tribunal.
3. That it has been agreed by and between the parties to file the instant memorandum of settlement before Learned 7th Industrial Tribunal, West Bengal with a prayer to pass necessary award in terms of this settlement with a view to drop the proceeding fully and finally since pending dispute does not exist further in terms of this settlement.

Sankar Jain
07/09/18

Aradip Debnath
07/09/18



Care


PHARMACEUTICALS LTD.

In witness hereof, the parties have signed this agreement on 7th September, 2018.

Sourav Datta
7/09/18.

Parasit Deb Nath
07/09/2018

For and on behalf of M/s For and on behalf of
Geno Pharmaceuticals workman as named
Pvt.Ltd, Glean Care herein above
Division.



GENO PHARMACEUTICALS LTD
Glean Care
E. Code 403 526
Kolkata-700014

WITNESSES:-

1. Sasanka Moul: Roy.

Secretary
West Bengal Medical and
Sales Representatives' Union
5, Sarat Ghosh Street
Kolkata-700014

2. Bishal Bheka
E.Code. 7032
07/09/18.


Glean Care
GENO PHARMACEUTICALS LTD.
Glean Care Complex
E. Code 403 526
Kolkata-700014



"A"

Clean Care
A division of
GENO PHARMACEUTICALS PVT. LTD.
(Formerly Geno Pharmaceuticals Ltd.)
Tivim Industrial Estate,
Karaswada, Mapusa, Goa 403 526.
Tel: 91 832 2257216, 2257217
Fax: 91 832 2257215
E-mail: genogoa@genopharma.com
Website: www.genopharma.com
CIN :U24239GA1975PTC000250

CLCR/PERS/D-9/2908

13.08.2018

Mr. Agradip Debnath
5/1 A, Sarkar Lane,
KOLKATA- 700 007

Dear Mr. Debnath,

This has reference to your letter dated 13/07/2018 and revised letter dated 28/07/2018 showing your willingness to continue your services in our organization. The Management shall consider your request subject to the fulfillment of following terms and condition.

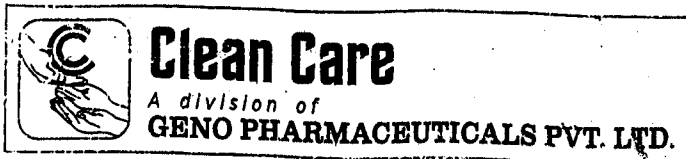
- a. You shall continue your services with us under new designation as "Product Delegate" at Kolkata Central HQ. You may resume your field work at the same HQ w.e.f. 16.08.2018
- b. You will continue to draw same salary as last drawn by you.
- c. The period between your last DCR on IBIS and resuming your duty i.e. 16.08.2018 will be treated as Leave without Pay and said period shall not be considered for calculating your gratuity at the end of your tenure.
- d. As agreed you shall withdraw the legal proceeding bearing case no. 08/2017 pending before the 7th Industrial Tribunal Kolkata and or any other legal proceedings pending before any of the courts in Kolkata against the Company within 7 days from the date of you resuming your duty. If you failed to do so, you shall stop working forthwith and will be allowed to resume once pending cases are withdrawn by you to our satisfaction.

You will report to District Manager Mr. Sourav Jain based at Kolkata-N, under Divisional Sales Manager, Mr. Pralay Kumar Chakraborty based at Kolkata-N and under overall supervision of Sales Manager, Mr. Ashok Kumar Moharana based at Kolkata-N.

You are kindly requested to intimate to us your mailing address at Kolkata Central HQ at an earliest.

CA

Mumbai Office : 701, Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai - 400 059 Tel: (022) - 28271613, 28271614 Fax: (022) - 28271612 E-mail: genomum@vsnl.net
Kolkata Office : 206, Rajarhat Road, 4th Floor, Room No 403, Noapara (Beside Assam Patrol Pump), (Nr. New Town City Centre - 2), Kolkata - 700 157
Tel: (033) 64991486, 64991487 E-mail: genokol12@gmail.com
Delhi Office : 801, Rohit House, 3 Tolstoy Marg, Near Barakhamba Road, New Delhi - 100 001 Telfax : (011) - 23738106 E-mail : genodelhi@gmail.com
Chennai Office : Old No.13 New No.1, Reddy 3rd street. Ekkattuthangal, Chennai 600 097 Tel. (044) - 22252529 Fax : (044) - 22252529 E-mail : genochennai@yahoo.com



-2-

All terms and Conditions of your letter of appointment dated 24.12.2008 and confirmation dated 02.01.2010 remains the same.

Please note that incase of non fulfillment of any of the above terms and conditions at clause (a) to (d) along with terms and conditions as incorporated in your letter of appointment dated 24.12.2008 and letter of confirmation dated 02.01.2010, the management reserves right to revoke the present letter for all the legal purposes and consequences with immediate effect.

Yours faithfully,

For CLEANCARE
A Division of GENO PHARMACEUTICALS PVT. LTD.

[Signature]

KADAMBARI BHAGWAT
MANAGER CORPORATE- HR & ADMIN

Souven Jain
07/09/18

Aaradhya Subnath
07/09/18

PHARMACEUTICALS LTD.