

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

No. Labr/. ~~888/~~ (LC-IR)

Date 23-09-2019

ORDER

WHEREAS an industrial dispute existed between M/S B.E. Pumps Pvt. Ltd. 6B, R.N. Mukherjee Road, Kolkata-1 and their workman Shri Ranjit Kumar Bera, 69, Durga Charan Mitra Street, Kolkata-6 regarding the issues being a matter specified in the second schedule of the Industrial Dispute act, 1947 (14 of 1947);

AND WHEREAS the workman has filed an application directly under sub-section 2 of Section 2A of the Industrial Dispute act, 1947 (14 of 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,



Deputy Secretary
to the Government of West Bengal

(2)

No. Labr/888/1(2) - IRDated 23-09-2019

Copy forwarded for information to :

1. The Judge, Seventh Industrial Tribunal with reference to his Memo No. 1186-LT dated 02/09/2019.
2. The Joint Labour Commissioner (Statistics), W.B., 6, Church Lane, Kolkata-700001.

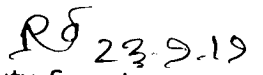


Deputy Secretary

No. Labr/888/2(4) - IRDated 23-09-2019

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

1. M/S B.E. Pumps Pvt. Ltd. 6B, R.N. Mukherjee Road, Kolkata-1 .
2. Shri Ranjit Kumar Bera, 69, Durga Charan Mitra Street, Kolkata-6.
3. The Assistant Labour Commissioner, W.B., In-Charge of Labour Gazette.
4. The O.S.D. & E.O. 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 Ashis Kumar Das, Judge,
Seventh Industrial Tribunal, Kolkata.

CASE NO. 22/2016

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

Shri Ranjit Kumar Bera
69, Durga Charan Mitra Street,
Kolkata-700006.

...Applicant

-Versus-

M/s. B. E. Pumps Pvt. Ltd.,
6B, R.N. Mukherjee Road, Kolkata – 700 001.

...OP/Company

A W A R D

Dated : 30-08-2019.

This case has been initiated on receiving of an application dated 13.06.2016 under Section 2A(2) of the Industrial Disputes Act, 1947, as amended, from the applicant Shri Ranjit Kumar Bera against his employer M/s. B.E. Pumps Pvt. Ltd. in connection with termination of his service by the management / employer w.e.f. 07.03.2016 seeking order declaring that such action of the management is illegal, arbitrary, unjustified and non-compliance with the rules of the principles of natural justice, with a further prayer for passing an Award directing his employer to reinstate him in his service with full back wages and consequential benefits.

The case of the applicant/workman, as made out in his written statement, in brief, is that he was employed by the OP/Company as a Service Mechanic w.e.f. 07.06.1995 and rendered twenty years continuous spotless service; that on 05.03.2016, just before closing of the office, Sri S. Roy Chowdhury, Administrator, informed him verbally that higher authority instructed him not to allow him to sign in the attendance register on and from 07.03.2016 and in spite of his continuous approach, no reason was shown, which is glaring product of unfair labour practices as well as violation of the golden rule of the principles of natural justice; that all on a sudden he received a purported letter dated 07.03.2016, which was despatched on 26.03.2016 and received by him on 28.03.2016 and came to know about several allegations, which were motivated, false and baseless, brought against him. Moreso, along with the above letter, no show-cause notice, charge-sheet or any copy

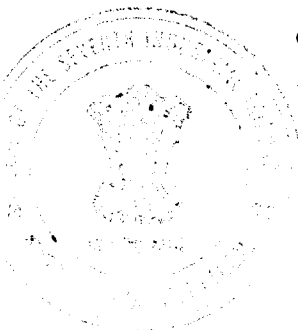


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of alleged report on the basis of which the untrue allegations were levelled with the motive to remove him from service, was served upon him; that he while strongly denied and disputed with the said serious allegations of misconduct levelled against him, the OP/Company, by their above letter, terminated him from service, which is unjust, without compliance of the golden rule of the principles of natural justice as well as violation of Section 25F, 25G, 25H and 25N of the Industrial Disputes Act, 1947; that due to most urgent family work, he could not attend the factory from 07.03.2016 to 15.03.2016, which was duly informed by him to his Station In-Charge and subsequently on hearing him he was allowed leave for the said period; that in view of the background, he wrote few letters to the Company and similarly, the company issued few letters, which devoid of truth; that even after 07.03.2016 (wrongly typed as 07.03.2010) till today he offered himself to work, but disallowed by the company. In spite of his sincere efforts to find out any other job and being unemployed during the period in between 07.03.2016 (wrongly typed as 07.03.2010) and till date, he has been suffering from acute financial hardship. By the action of the company, he has lost his social status and dignity. Hence, this case for reinstatement of service with full back wages and other consequential benefits.

OP/Company appeared and filed written statement-in reply on 16.01.2017, wherein OP/Company has denied each and every material allegation brought by the applicant. According to the OP/Company, the instant proceeding is not maintainable; that the applicant is not entitled to get any relief, as sought for; that no cause of action has yet been arisen; that the application has been filed with ill-motive and mala fide intention and so, the same is liable to be dismissed with costs. The specific case of the company is that the applicant violated the stipulated terms and conditions of clause Nos. 03, 08 and 13 of his letter of appointment, issued by the OP/Company; that the applicant committed offences of insubordination, dishonesty and/or his conduct was prejudicial to the company's interest, as per letter dated 20.01.2016 of Mr. Dibyendu Das, Manager and letter dated 22.01.2016 of Mr. Pratim Roy, Senior Staff; that the applicant utilized company's cash of Rs.4,313.00 only dishonestly for his personal purpose and/or his conduct was again found prejudicial to the Company's interest, as per letter dated 25.01.2016 of Mr. Promod Sarkar, Junior Executive, Service Department of the OP/Company; that on 01.02.2016 OP/Company issued show-cause notice to the applicant as to why he will not be terminated within three days from the date of receipt of such notice, with a request to forward his reply. Said notice was handed over to him by Mr. Subhankar Chowdhury, Manager on 02.02.2016, but the applicant did not pay any heed over said show-cause notice dated 01.02.2016 and illegally carried offences of insubordination, dishonestly retained and/or utilized company's cash for his personal purposes and also acted detrimental interest of the company; that the applicant again committed offences of insubordination, dishonestly utilized company's

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cash of Rs.4,313 + Rs.5,902 = in total Rs.10,215 for his personal purposes and/or his entire conduct is detrimental interest of the company, as per letter dated 04.03.2016 of Mr. Promod Sarkar, Junior Executive, Service Department of the company; that finally on 07.03.2016 he was terminated from his service for his dishonesty, detrimental interest of the company. Applicant forwarded his reply letter dated 29.03.2016. Thereafter, on 09.05.2016 the company received notice from the office of the Assistant Labour Commissioner regarding illegal dismissal of service of the applicant and company forwarded its comment on 19.05.2016 to the Assistant Labour Commissioner with a request to drop the proceedings. Thereafter, the company received another notice 17.06.2016 over the same issue from the Assistant Labour Commissioner and the company forwarded its representative with a written representation on 27.06.2016 with a prayer to drop the proceedings carried against the company on the basis of purported complaint of the applicant; that the instant case is nothing but a complete abuse of process of law and thus, deserves rejection; that the applicant committed the act of misappropriation of money of the company and thereby cheated the company and so, the company was compelled to terminate him from service w.e.f. 07.03.2016; that the applicant did not render his allotted duties and works to the company and so, he is not entitled to claim any wages. In view of the facts, OP/Company has prayed for an order of rejection/dismissal of the instant case.

In order to establish his case, applicant / workman has examined himself as PW-1 and proved documents, marked as Exhibits-1 to 1/6. On the other hand, the OP/Company has examined one witness namely, Promod Sarkar, Senior Service Executive of the OP/Company as OPW-1 and proved documents, marked as Exhibits-A to A/17.

Considering the pleadings of both the parties, following issues have been framed for proper adjudication of this case :-

ISSUE (S) :

1. Whether the termination of service of the applicant w.e.f. 07.03.2016 from the company is justified?
2. Whether the applicant is guilty of insubordination, disobedience, dishonesty and/or conduct prejudicial to the company's interest and thus violates Terms of Appointment Clause No. 3 to the Letter of the Appointment dated 07.06.1995 issued by the company and the same accepted by the applicant?
3. To what relief, if any, is the workman entitled to?



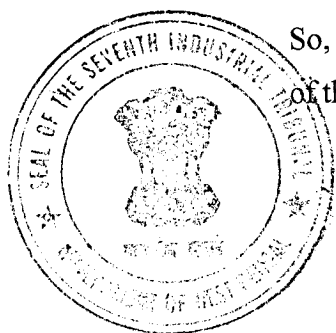
DECISION WITH REASONS

Issue Nos. 1, 2 & 3 :

All these issues being interlinked character are taken up together for the sake of brevity and for convenience of consideration.

Before going to discuss the issues, I would like to mention here that the OP/Company stopped taking steps on and from 17.05.2018 and so, ultimately, after closing the evidence of the OP/Company, this Tribunal finding no other alternative heard argument of applicant's side on 24.07.2019 and concluded the hearing on 14.08.2019.

In course of argument, Ld. Advocate for the applicant submitted that the applicant was terminated from his service w.e.f. 07.03.2016 on the allegation of dishonesty or conduct prejudicial to the company's interest on the strength of letter of termination dated 07.03.2016 (Exhibit-1/2), but before such termination no show-cause notice was issued against him complying with the provisions of Section 25F of the Industrial Disputes Act, 1947 as well as Rule 77 of the West Bengal Industrial Dispute Rules, 1958. He further submitted that no charge-sheet was also issued against the applicant; that no domestic enquiry was conducted against him before issuance of above letter of termination; that even the applicant was not also given any opportunity to defend himself with regard to the allegations levelled against him and the above facts has been admitted by OPW-1 during his cross-examination. So, according to him, such termination of service without complying with the provisions of Section 25F would render the order of termination void ab initio. He has cited a decision reported in 1981 (3) SSC 225 in support of his above contention. He also submitted that the OP/Company terminated the service of the applicant without any notice on the strength of the term and condition as mentioned in Clause – 03 of the letter of appointment dated 05.06.1996 (Exhibit-1), but said clause of the contract is unfair and unreasonable, as the applicant, who is a weaker party, had no choice but to give his assent to said contract and to accept the same for obtaining the job/service. He also submitted that Article 14 of the Constitution of India guarantees to all persons equality before Law and the equal protection of the Laws. The principle is that the Court will strike down unfair and unreasonable clause mentioned in a contract, like the Clause No. 3, as referred above, entered into between the parties, who are not equal in bargaining power. So, the termination of service of the applicant without notice on the strength of Clause No.3 of the Contract of Service is not only unfair but also unreasonable and illegal and therefore,



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such termination is unconscionable, arbitrary and opposed to public policy. In this regard, he has also cited a decision reported in (1986) 3 Supreme Court Cases 156. He has filed written notes of argument along with some decisions of Hon'ble Courts, which will be discussed later on.

In the instant case, it is not disputed that the applicant/workman was appointed in the OP/Company as service mechanic w.e.f. 07.06.1995 (Exhibit-1/letter of appointment). It is also not disputed that the applicant worked continuously without any break till 07.03.2016.

It is the case of the applicant that the OP/Company terminated him w.e.f. 07.03.2016 without any notice by issuing a letter of termination dated 07.03.2016 (Exhibit-1/2), with the false and baseless allegation of dishonesty or conduct prejudicial to the company's interest on the strength of Clause No. 3 of the terms and conditions of his service.

Now, let us see first as to whether the OP/Company has been able to prove the allegation of dishonesty and / or conduct prejudicial to the Company's interest, as reflected in the letter of termination (Exhibit-1/2), against the applicant/workman by adducing cogent evidence or not.

In this regard, the applicant (PW-1) has deposed that on 05.03.2016, just before closing of the office, Sri S. Roy Chowdhury, Administrator, informed him verbally that the higher authority instructed him not to allow him to sign in the attendance register on and from 07.03.2016 and inspite of continuous approach, no reason has been shown. He has also deposed that thereafter, all on a sudden, he received one purported letter dated 07.03.2016, which was despatched on 26.03.2016 and received by him on 28.03.2016. In that letter, the Company has raised various allegations against him which are motivated, false and baseless. In cross-examination, he has clearly stated that there was no complaint against him and he was (wrongly typed as 'am') doing his office as usual. He has further stated that his allotted job in the Company was pump repairing and pump servicing. He had to do his job in indoor and outdoor, both the places. The Company used to issue a job-card for his work. He used to get service charge from the client of the Company. He has specifically stated that the money, which was paid to him, that was deposited in the Company's office and in all the occasions, what money he had collected from the client of the Company, was deposited in the Company's office. Therefore, according to his above evidence, he used to receive money as service charges from the clients of the Company and he used to deposit the said amount of money with the office of the OP/Company.

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Now, let us see the evidence of OPW-1 in this regard. According to the OPW-1 the applicant collected a sum of Rs.8,745/- in total as service charges from the different clients of the Company, but he did not deposit the said amount with the Cash Department of the Company through cashier. He has proved 15 (fifteen) numbers of Company's docket job number, which are marked as Exhibits- A/2 to A/16, issued in favour of the applicant, from which it is seen that in total a sum of Rs.8,745/- was collected from different clients as service charges. **Firstly**, OPW-1, during his cross-examination, has admitted that the documents, which he has filed, described in the list of documents Nos. 3 to 17 (Exhibits- A/2 to A/16) bear no signature of Ranjit Kumar Bera (applicant). **Secondly**, according to the evidence of the OPW-1, the cashier of the Company confirmed him the fact that the applicant did not deposit the amount, which he collected from various clients on different dates as service charges, but OP/Company did not think it necessary to examine the said cashier, who would be a vital witness, to corroborate the above oral testimony of OPW-1. It is also stated by the OPW-1 that the cashier confirmed the said fact of non-depositing of collected money by the applicant to him in writing time to time. OP/Company also did not think it necessary to prove the said confirmation letters issued by the cashier to corroborate the oral testimony of the OPW-1 as well as their case. **Thirdly**, had any amount of money, as alleged, been really collected by the applicant as service charges from various clients, the OP/Company would have certainly issued money receipts of said service charges to its said clients, but the OP/Company did not think it necessary either to produce or to prove the copy of said money receipts to corroborate the oral testimony of OPW-1. **Fourthly**, the job-cards (Exhibits-A/2 to A/16), so issued in favour of the applicant, are not issued maintaining serial number properly. **Fifthly**, Exhibit-1/2 (letter of termination) goes to show that the applicant was found guilty of dishonesty and also for unethically disclosing/divulging various secret information / data of the Company to the competitor of the Company. Though it is the case of the OP/Company that the applicant collected a sum of Rs.8,745/- in total as service charges from different clients of the Company and did not deposit the said amount with the Company and thereby he misappropriated the said amount, but the letter of termination is totally silent with regard to the misappropriation of funds of the Company amounting to Rs.8,745/- only by the applicant. In cross-examination, OPW-1 has admitted such fact by saying that Exhibit-1/2 (letter of termination) does not disclose the details of the illegal gratification / misappropriation of the amount. Such letter of termination is also silent with regard to the name of said competitor company of the OP/Company to whom the applicant disclosed various secret information of the OP/Company. OPW-1 has also not deposed about said allegation. Since the amount of money dishonestly misappropriated by the applicant and also the name of said competitor company have not been mentioned in the letter of termination (Exhibit-1/2), which were

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very much required to be mentioned, it can safely be said that the OP/Company used the term '**guilty**' of dishonesty or conduct prejudicial to the company's interest in said letter of termination arbitrarily because had the applicant really misappropriated any amount of money or disclosed Company's secrecy to its competitor company, the OP/Company would have certainly reflected such amount and also name of its said competitor company in the letter of termination, which they did not think it necessary. **Sixthly**, it is specifically stated in the written statement of the OP/Company that a show-cause notice was served upon the applicant on 01.02.2016 as to why he will not be terminated within three (3) days from the date of receipt of said notice, which was duly handed over to him by Mr. Shankar Chowdhury, Manager-Administration of B. E. Pumps Ltd. OP/Company did not think it necessary either to produce or to prove copy of said show-cause notice. They also did not think it necessary to examine said Mr. Shankar Chowdhury to prove the service of said notice upon the applicant. On the other hand, OPW-1 has also admitted during his cross-examination that there is no document to show that the workman was given opportunity to defend prior to his dismissal. In absence of any such document, I have no other alternative but to presume that the applicant/workman was not given any opportunity to prove himself not guilty of the allegations, so brought by the OP/Company against him, which is clear violation of the principles of natural justice. **Seventhly**, I find from the evidence of PW-1 that on 05.03.2016 just before closing of the office, Sri S. Roy Chowdhury informed him verbally that the higher authority instructed him not to allow him to sign in the attendance register on and from 07.03.2016. He has also deposed that thereafter all on a sudden he received one purported letter dated 07.03.2016 (Exhibit-1/2), which was despatched on 26.03.2016 and received by him on 28.03.2016. OPW-1 has admitted during his cross-examination that letter dated 07.03.2016 (dismissal letter) was sent to the workman on 26.03.2016. He does not know the reason of delay in sending the letter dated 07.03.2016. I fail to understand when on 05.03.2016 Sri S. Roy Chowdhury, Administrator, communicated the above instruction of higher authority to the applicant, why the letter of termination dated 07.03.2016 (Exhibit-1/2) was despatched from the office of the OP/Company on 26.03.2016. OPW-1 has failed to disclose the reason of such delay in despatching the letter of termination (Exhibit-1/2). **Eighthly**, there is no reliable evidence on record with regard to the allegation of insubordination or disobedience against the applicant/workman.

In view of my above discussion and findings, suspicion arises regarding the truthfulness of the allegations, referred above, so brought against the applicant/workman by the OP/Company. It is well settled principle of law that suspicion cannot take the place of proof. So, reliance cannot be placed on the oral testimony of OPW-1 in this regard.

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Therefore, considering the evidence on record and also relying on the above referred oral testimony of PW-1 in this regard, I hold that the OP/Company has failed to prove the allegation of dishonesty and/or conduct prejudicial to the Company's interest and/or insubordination and/or disobedience against the applicant beyond all reasonable doubt.

The OP/Company terminated the applicant/workman by issuing a letter of termination dated 07.03.2016 (Exhibit-1/2) on the strength of clause - 3 of the terms and conditions of his service, as reflected in the annexure of the letter of appointment of the applicant (Exhibit-1), without any notice.

OPW-1 during his cross-examination has admitted that no notice was given to Ranjit Kumar Bera (Applicant) asking him to show-cause with regard to misappropriation of funds collected by him on behalf of the company ; that no charge-sheet was ever issued to Sri Bera ; that no domestic enquiry was done before termination of service of the workman.

Therefore, in view of above admission of the OPW-1, it is established that before issuance of letter of termination dated 07.03.2016 (Exhibit-1/2), no notice was issued against the applicant by the OP/Company asking him to show-cause as to why his service would not be terminated for the reason of dishonesty or conduct prejudicial to the company's interest. It is also established that before issuance such letter of termination, neither any charge-sheet was issued against the applicant nor any domestic enquiry was conducted against him on the allegation of dishonesty or conduct prejudicial to the company's interest.

It is the specific case of the OP/Company that they terminated the service of the applicant without notice and issued letter of termination (Exhibit-1/2) on the strength of Clause- 3 of the terms and conditions of his service, as reflected in the Annexure of his letter of appointment, which is marked as Exhibit-1.

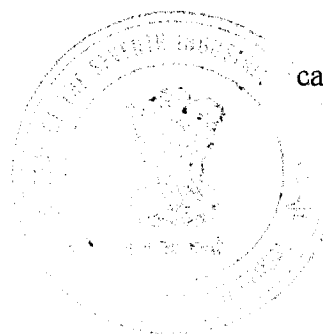
Clause-3 of such terms and conditions of service runs as follows :-

“Employee who, in the opinion of the Management, are guilty of insubordination, disobedience, dishonesty or conduct prejudicial to the Company's interest, are liable to dismissal without notice.”

There is no dispute that the applicant entered into a contract of service with the OP/Company at the time of his appointment, as reflected in Exhibit-1 (letter of appointment along with its Annexure viz. terms and conditions of appointment).

In a case, reported in (1986) 3 Supreme Court Cases 156, while discussing the said case, the Hon'ble Apex Court has observed that our Constitution was enacted to secure to

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all the citizens of this Country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the Law and the equal protection of the Laws. This principle is that the Courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however, unfair, unreasonable, unconscionable a clause in that contract or form or rules may be.

In the instant case, at the time of appointment, the applicant, being a weaker party, had no choice but to give his assent to said contract and to accept a set of rules and conditions of service as part of the contract, for obtaining the job.

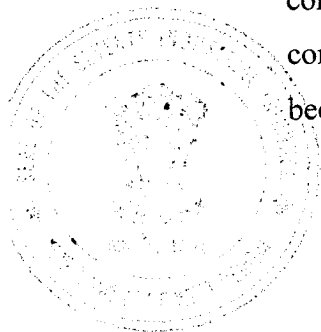
Therefore, relying on the aforesaid observation of the Apex Court, I am of the view that Clause-3 of the terms and conditions of the service of the applicant is not only unfair but also unreasonable, unconscionable and opposed to the public policy.

Now, let us see as to whether sending of notice to an employee/workman before termination of his service is mandatory or not. In this regard, Section 25F of the Industrial Disputes Act, 1947 says :-

“25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until -
(a) the workman has been given one month' s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice.”

In the instant case, it is not disputed that the applicant/workman was appointed in the OP/Company as service mechanic w.e.f. 07.06.1995 (Exhibit-1/letter of appointment). It is also not disputed that the applicant worked in the OP/Company continuously without any break till 07.03.2016. Therefore, it is established that the applicant/workman had been in continuous service for more than 20 (twenty) years. It is already established that no notice complying with the provisions of Section 25F (a) of the Industrial Disputes Act, 1947 has been issued or served upon the applicant/workman.

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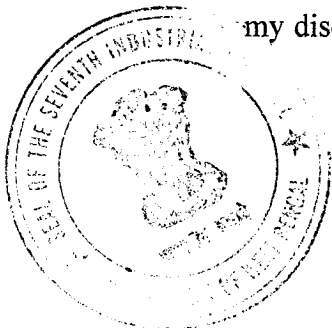
Now, the next question which comes for consideration is that as to whether the applicant/workman has been paid in lieu of such notice, wages for the period of the notice, as per provisions of Section 25F (a) of the Act or not.

With regard to payment of wages, in lieu of notice, OPW-1 during his cross-examination has admitted that the Company upto now has not paid the statutory dues to the workman. He has also specifically admitted that no compensation was given to Ranjit Kumar Bera (applicant) after his termination of service. Therefore, in view of such admission, it can safely be said that the OP/Company has also not paid wages in lieu of notice complying with the provision of Section 25F(a) of the Industrial Disputes Act, 1947.

Therefore, in view of my above made discussion and findings and also considering the evidence on record and accepting the argument as advanced by the Ld. Advocate for the applicant, I have no hesitation to hold that the action taken by the management of the OP/Company against the applicant/workman in the matter of issuance of letter of his termination dated 07.03.2016 (Exhibit-1/2) is illegal, arbitrary, unjust and also against the principles of natural justice and consequently, I further hold that the order of termination of service of the applicant/workman w.e.f. 07.03.2016 by the OP/Company is not only illegal and unjustified but also in violation of statutory provisions of law.

In course of argument, Ld. Advocate for the applicant submitted that since the date of termination of service, the applicant has not been gainfully employed elsewhere. PW-1 has categorically stated that after termination dated 07.03.2016, in spite of sincere efforts, he could not secure any employment till date and he is passing his days along with his family in acute financial stringency and prays for an Award granting relief of reinstatement with full back wages along with consequential reliefs with interest. There is nothing in his cross-examination by which it can be said that since the date of termination of service, he has been gainfully employed elsewhere. No evidence has been adduced by the OPW-1 that the applicant/workman has been gainfully employed or he is getting wages equal to the wages he was drawing prior to the termination of service. In absence of any evidence in this regard coming from the side of the OP/Company, I have no other alternative but to rely on the above oral testimony of PW-1 with regard to the fact that he has not been gainfully employed elsewhere since the date of termination of his service. So, it is established that the applicant has not been gainfully employed elsewhere since the date of termination of his service i.e. w.e.f. 07.03.2016 till today.

Therefore, considering the facts and circumstances of this case and also in view of my discussion and findings, I hold that the applicant/workman has been able to prove his



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case successfully and further hold that he is not only entitled to get an order of reinstatement in service, but also with full back wages along with consequential benefits, if any, accrued thereto.

All these Issues, are thus, disposed of.

In the result, the case succeeds.

Hence, it is,

ORDERED

That the case being No. 22 of 2016 under Section 2A (2) of the Industrial Disputes Act, 1947 be and the same is allowed on contest against OP/Company – M/s. B.E. Pumps Pvt. Ltd. without any order as to costs.

The OP/Company namely, M/s. B. E. Pumps Pvt. Ltd. is hereby directed to reinstate the applicant / workman namely, Sri Ranjit Kumar Bera immediately and is also directed to pay him full back wages along with all consequential benefits from the date of termination of his service i.e. with effect from 07.03.2016 till today.

The OP/Company is further directed to comply with the Award within a period of 90 days from the date of this Award, in default, the OP/Company has to pay interest at the rate of 12% till the realization of the entire due amount, failing which the applicant/workman will be at liberty to put the Award in execution as per law.

This is my Award.

Dictated & corrected by me

sd/-

Judge

Judge
Seventh Industrial Tribunal

sd/-

(ASHIS KUMAR DAS)

Judge,
Seventh Industrial Tribunal,
Kolkata

30/08/2019

Judge
Seventh Industrial Tribunal

