

I/126815/2021

Government of West Bengal
Labour Department, I. R. Branch
N.S. Buildings, 12th Floor
1, K.S. Roy Road, Kolkata - 700001
No. Labr/719/...../(LC-IR)/11L-67/2016 Date: 18-03-2021

ORDER

WHEREAS under the Government of West Bengal, Labour Department Order N Labr./1108/(LC-IR) dated 08.11.16 the Industrial Dispute between M/sNetzrepte Technologies Pvt. Ltd., DLF IT Park, Rajarhat, 1st Floor, Tower - 3, Major Arterial Road, Kolkata - 700156 and their workmen represented by Sri Joydeep Bakshi, 3424, Garia Majumdar Para, Rajpur Sonarpur, Kolkata - 700084 regarding the issue mentioned in the said order, being a matter specified in the Second Schedule to the Industrial Dispute Act, 1947 (14 of 1947), was referred for adjudication to the Judge, First Industrial Tribunal, Kolkata.

AND WHEREAS the Judge of the said First Industrial Tribunal, Kolkata, has submitted to the State Government its award 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

No. Labr/719/1(5) to the Government of West Bengal
...../(LC-IR) Date: 18-03-2021

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

1. M/s Netzrepte Technologies Pvt. Ltd., DLF IT Park, Rajarhat, 1st Floor, Tower - 3, Major Arterial Road, Kolkata - 700156.
2. Sri Joydeep Bakshi, 3424, Garia Majumdar Para, Rajpur Sonarpur, Kolkata - 700084 .
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The Labour Commissioner, W.B. New Secretariat Buildings, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
5. The Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

No. Labr/719/2(2)
...../(LC-IR)


Deputy Secretary

Date: 18-03-2021

Copy forwarded for information to :

1. The Judge, First Industrial Tribunal, Kolkata with reference to his Memo No. 412 - L.T. dated 15.03.2021.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata 700001.

Deputy Secretary

In the matter of an industrial dispute between M/s Netzrepte Technologies Pvt. Ltd., DLF, IT Park, Rajarhat, 1st Floor, Tower 3, Major Arterial Road, Kolkata – 700 156 and their Workmen represented by Sri Joydeep Bakshi, 3424, Garia Majumder Para, Rajpur Sonarpur, Kolkata -700 084.

Case No. VIII-33/2016

**BEFORE THE FIRST INDUSTRIAL TRIBUNAL: WEST BENGAL
PRESENT
SHRI UTTAM KUMAR NANDY, JUDGE
FIRST INDUSTRIAL TRIBUNAL, KOLKATA**

A W A R D

Date of Award: 26.02.2021

1) The instant case has been initiated on receipt a copy of incomplete order of reference vide G.O. No. Labr./1108/(LC-IR)/IR/11L-67/16, dated 08.11.2016 from the Labour Department, Govt. of West Bengal referring an industrial dispute exists between M/s Netzrepte Technologies Pvt. Ltd., DLF, IT Park, Rajarhat, 1st Floor, Tower 3, Major Arterial Road, Kolkata – 700 156 and their workmen represented by Sri Joydeep Bakshi, 3424, Garia Majumder Para, Rajpur Sonarpur, Kolkata -700 084 to this Tribunal for adjudication and submits its Award to the State Government.

2) It is notified that subsequently this Tribunal received a copy of order of Corrigendum vide No. Labr./32/(LC-IR)/IR/11L-67/16, dated 13.01.2017.

The case of the applicant's workmen in short is that the Company under reference was established in the year 2006. It had one office in West Bengal situated at Rajarhat. The Company used to work on a software platform known as "Typo3" with organizations based out of Germany and Austria. Subsequently the Company was expanded in wide area.

3) It is submitted that initially the Company's name was "M/s Kolkata Info Services Pvt. Ltd.". At that time some of the concerned workmen were employed. Subsequently on and from 21.08.2012 the name of the Company under reference was changed to M/s Netzrepte Technologies Pvt. Ltd. and it was communicated to the concerned workmen on 20.1.2012. The Company has changed its address of working. Now It has been operating from A-2/71, Safdarjung Enclave, New Delhi, Pin – 110 029.

4) It is a matter of record that all concerned workmen were employed by issuing appointment letters. The workers were employed since long. The Company gradually stopped paying them salary on and from July, 2015 arbitrarily, unlawfully and without any justification. The Workmen time and again approach the Company but without any result and lastly on 17.10.2015 the Company was illegally closed down.

5) In the present dispute total 10 (ten) workmen including the Petitioner are involved. Name of the employees are as follows:

- 1) Mr. Chayan Bhattacharjee (employed on and from 02.02.2015)
- 2) Mr. Bijon Sen (employed on and from 11.10.2014)
- 3) Mrs. Gargi Ghosh Sarkar (employed on and from 02.02.2015)

- These workers were 'Wave Designers'.

- 4) Ms. Gargi Chakraborty (employed on and from 11.11.2014)
- 5) Ms. Aradhana Rani (employed on and from 12.01.2014)
- 6) Mrs. Aparna Kumari (employed on and from 02.02.2015)
- 7) Mr. Arindam Sarkar (employed on and from 06.01.2015)

- These workers were 'Software Developers'.

- 8) Ms. R. Elezibeth Pinky (employed on and from 23.01.2013)
She was designated as 'Assistant Manager (Operation)'

- 9) Mr. Amit Gupta (employed on and from 11.08.2013)
He was designated as 'Project Manager'.

- 10) Mr. Joydeep Bokshi (employed on and from 17.08.2006)
This worker was designated as 'Server Administrator (Linux)'.

6) It is submitted the concerned workmen were designated with high sounding nomenclature but as a matter of fact they were very much covered under the definition of 'Workman' under Section 2(s) of the Industrial Dispute Act, 1947 since they had no power to discharge their duties in administration / managerial / supervisory capacity and the Company had never issued them any 'experience certificate' since the joining with regard to the jobs which they used to perform rather it is a matter of fact that all the workers used to perform technical duties with allied clerical jobs. It is further submitted the salary of the workmen was paid in respect of the petitioner on 21.08.2015. The



petitioner made appeal through e-mail dated 23.09.2015 to release his salary in time and reminders were also given on 02.10.2015, 05.10.2015, 06.10.2015, 15.10.2015 and on several dates. Similarly, other workmen also in numerous occasions had placed their representations to release their salaries but the management did not pay any heed to the same. The management of the Company sent one purported notice of closure on 17.10.2015 through e-mail to intimate the workmen about the decision of closure. It was falsely mentioned in that e-mail that all concerned workmen knew the economical crunch of the company but it was false as there was no transparency from the side of the management in respect of formulating policy decisions as taken by the Company for running the business.

- 7) It is apparent on the face of the notice itself that the owner of the Company did not raise any finger of accusation against workman of the Company. It is denied that the owner of the Company discussed any problem with Sri Amit Gupta rather the owner admitted that all workmen were not informed about the so-called problems of the Company and through subsequent allegations against the workmen was nothing but to make out the ground to purported closure.
- 8) It is submitted that the management of the Company grossly violated the provision of the Industrial Dispute Act, 1947 before closing down the unit.
- 9) It is further submitted, Sri Amit Gupta, the present petitioner sent an e-mail to the Company on 20.10.2015 and also filed the complaint to the New Town Police Station under Bidhannagar Police Commissionerate intimating the illegal closure of the Company alongwith information about the non-payment of their salary since July, 2015 vide G. D. No. 1702. dated 28.10.2015. The Workman also had drawn the various authorities including the Labour Commissioner, Govt. of West Bengal to settle the matter amicably rather on the other hand the management sent another e-mail, dated 25.11.2015, whereby they shifted the responsibility from their own shoulder to the shoulder of the workmen. Thereafter, conciliation proceeding was started by the Area Conciliation Officer, Govt. of West Bengal and in course of conciliation one



written comment was submitted by the Company on 22.12.2015, wherein it was falsely alleged that the Workmen of the Company had ceased work on and from 15.10.2015 and they refused to finish any of the projects for which the Company was closed down. But there was no participation from the side of the company.

- 10) It is submitted that such allegation is totally false. There is no evidence showing the management to the effect that they had taken any disciplinary action against anybody for committing any such alleged misconduct.
- 11) It is further submitted that the Workmen reply to the Assistant Labour Commissioner, Govt. of West Bengal, Barasat on 13.01.2016, wherein it was categorically mentioned that it has been clearly provided in the 'Employee Hand Book' published on 04.07.2013 that the salary will be paid before 06th of the following month, which the management had violated by paying salary at unusual delay and thereafter stopped payment of salary of the Workmen since July, 2015.
- 12) Ms. R. Elezibeth Pinky, one of the Workmen of the Company approached the Consulate General of India, Hamburg about the illegal closure of the Company under reference in 2015 as well as about the salaries and legitimate dues being remained unpaid on 03.03.2016 and in turn, the Consulate General of India, Hamburg informed the matter to the owner of the Company under reference and on receipt of information from the owner of the Company, the Assistant Labour Commissioner, Govt. of West Bengal sent notice to the Company under reference for conciliation over the alleged illegal closure when the Company falsely made allegation against some of the employees to the effect that they had gone for a strike last year on October and prevented the remaining employees and from using the office in order to work and it was also falsely stated that the Company offer to pay the dues of the employees
- 13) During conciliation, since no fruitful result has been achieved for the non-cooperation of the Company and since the closure was arbitrary, unjust and illegal and since Workmen suffering tremendous financial hardships, to pay, with their dependants in their family, the instant application has been filed with



a prayer to pass necessary 'Award' holding the closure w.e.f. 17.10.2015, declared by the Company is totally unlawful and unjustified and also give relief to concerned Workmen financially as admissible to them for such unlawful closure as if the closure has not been declared in the Company and / or to pass any other relief or reliefs if any as the Tribunal may deemed fit and proper.

- 14) On the other hand, the case of the Company in brief is that the Company named Netzrepte Technologies Private Limited was started by one Mr. Adreas Puhringer in the year 2006. There was a small office in Kolkata, where a team of young dedicated professionals would work. The organization mainly worked on a software platform, known as 'Typo 3'. The area of work was based on clients from Germany and Austria. It was admitted that through sheer hard work and determination the Company prospered and that time moved to its office premises at DLF, Newtown.
- 15) It is further admitted, that the Company's name initially was 'M/s Kolkata Info Services' and the name of the Company changed to 'M/s Netzrepte Technologies Private Limited' on and from 21.08.2012. During the year 2015 the expansion of work increased and the problem started to come forward in execution and delivery of orders leading to the failure in profit generation.
- 16) Mr. Puhringer clearly discussed over the issues with the employees. The employees specially the technical managers without any warning about ceased work on 15.10.2015 and they refused to finish any of the projects. It is this specific case of the Company that the employees i.e. applicants are all working in the post of managers and they were not the workmen within the meaning 2(S) of the Industrial Dispute Act. Since owner of the Company Mr. Puhringer did not stay in Kolkata and as he was in Germany for the purpose of procuring business the claimants/ applicants were in India in the charge of running the said business. But unfortunately, they fail for such consignment. Mr. Puhringer on repeated occasions had described before them about the sorry figures of the Company's financial condition but they did not look after the Company as expected by the owner.



- 17) It is further submitted that the Company has never violated section 25FFF of the Industrial Dispute Act, 1947 in any manner whatsoever as alleged by the Claimants rather it was employees which caused harm to the Company and for the illegal strike of the employees the Company failed to deliver to its clients for which the Company did not received any payment and thus was not able to pay salary to its employees.
- 18) It is further submitted that Mr. Puhringer requested the employees to settle the issues amicably but the employees have refused the same ad it is also denied the purported closure of the said Company is unjustified.
- 19) It is also submitted with regard to the delay in payments of salaries. Mr. Puhringer had to come down Kolkata from Germany in the month of July 2015. He had extensive discussion with the managers who assured him that they would without fail deliver the work as planned for the extensive growth of the Company. But in the coming months the situation did not improve and the Company was faced severe cash crunch that emanated from the lack of receipts by the Company due to project delivery failures when the said employees including technical managers ceased work on and from 15.10.2015 and they refused to finish any of the projects for which a huge financial loss was incurred by the Company leading the Company become handicapped.
- 20) Lastly it was claimed that the instant application, dated 08.11.2016 is gross abuse of the process of law and is perverse, speculative and has been filed only to harass the Company and is therefore liable to be dismissed.
- 21) In view of the above facts and circumstances the following issues have been framed for the brevity of my discussion with reason:

ISSUES

- 1) Whether the closure of M/s Netzrezepte Technologies Pvt. Ltd. w.e.f 17.10.2015 was justified and legal?
- 2) What other relief and / or reliefs if any the Workmen are entitled?



22) **Decision with reason:**

All the issues being interlinked with each and other in nature and character are taken up together for the brevity and convenience of my discussion.

- 23) It is revealed from the record from the side of the Workman, the list of documents and the documents alongwith copies have been filed but on the other side the Company did not file any document and therefore no exchange of documents has been completed.
- 24) The OP Company stopped taking steps. On and from 17.05.2018 over which summons were issued for their presence. In spite of the summons being served on repeated occasions, the Company did not appear for which it is presumed that the Company is not interested to contest the instant proceeding and therefore the case is required to be heard on exparte. In support of the case the applicant Joydeep Bokshi was examined in full as PW 1 and the documents being filed have been marked as Exhibit 1 to 19 respectively as follows:

- Ext. 1 - Copy of letter dated 18th November, 2015 which was submitted before office of the Assistant Labour Commissioner, Barasat.
- Ext. 2 - Copies of the Appointment letters of the Workmen, Identity Cards and downloaded copy from website of Ministry of Corporate Affairs of the names of the DIRECTOR and MANAGING DIRECTOR of the Company.
- Ext. 3 - Copies of e-mails, which were sent by the Workmen on various dates for release of their withheld salaries by the Company and list of dues of the salaries.
- Ext. 4 - Copy of e-mail by the Company of closure notice, dated 17th October, 2015.
- Ext. 5 - Copies of e-mails on various dates of the Workmen in response to the closure notice of the Company.
- Ext. 6 - Copy of the complaint letter, dated 28.10.2015 and copy of the receipt of General Diary No. 1702 by New Town Police Station.
- Ext. 7 - Copy of e-mail, dated 20.10.2015 of the management in response to the e-mails of the workmen.
- Ext. 8 - Copy of e-mail, dated 25.11.2015 of the management.
- Ext. 9 - Copy of e-mail, dated 16.01.2016 by the Forum of IT Employees to the management and copy forwarded to the Workmen.
- Ext. 10 - Copy of the e-mail, dated 22.12.2015 of the Company's advocate before the Assistant Labour Commissioner, Barasat.



- Ext. 11 - Copy of the e-mail, dated 13.01.2016 of the Workmen before the Assistant Labour Commissioner, Barasat and copy of e-mail of the copy.
- Ext. 12 - Copy of thee-mail, dated 03.03.2016 of the one of the Workmen namely Elizabeth Pinky to the German Consulate and various authorities and reply of Consulate General of India, Hamburg being HAN?COM?208/1/2016(030 dated 16.03.2016).
- Ext. 13 - Copy of the e-mail of Company's advocate, dated 22.03.2016.
- Ext. 14 - Copy of the e-mail, dated 01.04.2016 of Consulate General of India, Hamburg to Workman namely Elizabeth Pinky.
- Ext. 15 - Copy of the e-mail, dated 07.04.2016 of Workmen Elizabeth Pinky to the Management of the Company.
- Ext. 16. Copy of e-mail, dated 11.05.2016 of the Company.
- Ext. 17. Copy of e-mail, dated 16.05.2016 of one of the Workman namely Chayan Bhattacharjee.
- Ext. 18 - Copy of the reply, dated 06.05.206 and 02.08.2016 by the Ministry of Corporate Affairs to one of the Workman namely Joydeep Bokshi, which was applied under the Right to Information Act, 2005.
- Ext. 19 - Copy of the Employee Handbook.

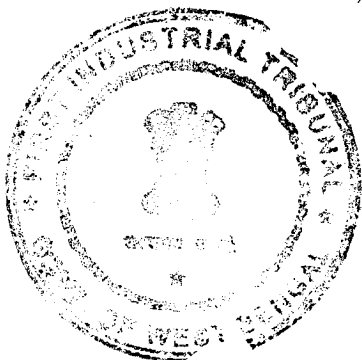
25) Since No one was present for the Company. record is taken up for hearing of argument from the side of the applicants / Workmen represented by Sri Joydeep Bokshi and his Ld. Counsel. Apart from the oral argument, they file written notes of argument on behalf of their case. It is argued that the instant case has been instituted due to illegal act of closure of the undertaking on the part of the management with all the Workmen had been working in the said Company when all on a sudden the management had issued one closure notice, dated 17.10.2015, which was sent through e-mail to all the concerned Workmen.

26) It is further argued that there were 35 (thirty five) Workmen out of which only 10 (ten) Workmen are involved in the instant dispute as they had raised their voice against such illegal closure.

27) It is also argued that the management was not turning up any conciliation as well as Court proceeding, thus workers were compelled to take step by instituting the instant case.

All the correspondences are exhibited as stated in the evidence

- 28) It is submitted that the Company had stopped paying their salary on and from July, 2015 without any notice, any justification though each and every time Workmen had verbally requested to release the unpaid salaries as well as several e-mails given to the management to take step by all the Workmen and those e-mails were exhibited.
- 29) It is claimed that Workmen are coming under the purview of Section 2(S) of the Industrial Dispute Act, 1947 as there neither the duties have been specifically explained. The Workmen used to work in computer, laptop as provided by the Company so all the Workmen worked through computer, laptop etc. Section 2(S) read as follows –
- “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-
- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
 - (ii) who is employed in the police service or as an officer or other employee of a prison, or
 - (iii) who is employed mainly in a managerial or administrative capacity,
 - (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]
- 30) It is claimed that most of the Workmen have no power to discharge their duties in administrative/ managerial or supervisory capacity. Just to deprive the status of the Workmen. High sounding nomenclature was used by the management. As a matter of fact, all the Workmen used to perform their technical duties with allied clerical jobs. It is also a matter of fact that in the



closure notice some allegations were labelled against the Workmen. But all of the allegations are false and fabricated. The Company never issued any warning letter, show-cause, charge-sheet or conduct any disciplinary proceedings against any of the Workmen. Thus this type of allegation is a ploy to cover the illegal act, which has been committed by the management. And it is further argued that in case of closure there are certain criterions, which are being laid down in statute to be strictly followed. Section 25FFF of the Industrial Dispute Act, 1947 as specifically laid down condition, which are to be fulfilled by the Company were willing to close down the business. On the other hand, as per West Bengal Amendment Act, it has been laid down that with prior payment of compensation to the Workmen shall be a condition proceeding to the closure of any undertaking. Section 25FFF read as follows:

Compensation to workmen in case of closing down of undertaking -

- (1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section
- (2) be entitled to notice and compensation in accordance with the provisions of Section 25-F, as if the workman had been retrenched:

Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of Section 25-F shall not exceed his average pay for three months.

[Explanation. - An undertaking which is closed down by reason merely of-

- (i) financial difficulties (including financial losses); or
- (ii) accumulation of undisposed of stocks; or
- (iii) the expiry of the period of the lease or licence granted to it; or
- (iv) in a case where the undertaking is engaged in mining operations, exhaustion of the minerals in the area in which such operations are carried on.

shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub- section.]



[(1-A) Notwithstanding anything contained in sub-section (1), where an undertaking engaged in mining operations is closed down by reason merely of exhaustion of the minerals in the area in which such operations are carried on, no workman referred to in that sub-section shall be entitled to any notice or compensation in accordance with the provisions of Section 25-F, if-

- (a) the employer provides the workman with alternative employment with effect from the date of closure at the same remuneration as he was entitled to receive, and on the same terms and conditions of service as were applicable to him, immediately before the closure;
- (b) the service of the workman has not been interrupted by such alternative employment; and
- (c) the employer is, under the terms of such alternative employment or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by such alternative employment.

(1-B) For the purposes of sub-sections (1) and (1-A), the expressions "minerals" and "mining operations" shall have the meanings respectively assigned to them in clauses (a) and (d) of Section 3 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957).]

(2) Where any undertaking set-up for the construction of buildings, bridges, roads, canals, dams or other construction work is closed down on account of the completion of the work within two years from the date on which the undertaking had been set up, no workman employed therein shall be entitled to any compensation under clause (b) of Section 25-F, but if the construction work is not so completed within two years, he shall be entitled to notice and compensation under that section for every 1[completed year of continuous service] or any part thereof in excess of six months.]

- 31) But in the instant case nothing has been paid to the Workmen nor the management paid their salary for which all the Workmen had given several e-mails demanding their earned salary. Thus it is the claim of the Workers to the effect that from the overall scenario it can be quite specifically stated that



the closure is illegal and therefore the closure should be declared illegal and relief should be granted to the Workmen / Applicants. The exhibit documents are proving that all the Workmen had raised their voice over the illegal closure through various e-mails, lodged General Diary before the New Town Police Station on 28.10.2016 vide Diary No. 1702.

- 32) It was further claimed that since the Workmen (10 Nos. workmen) have been able to enquire alternative employment, they did not pray for reinstatement in service. But they pray before this Tribunal to write that the closure is illegal, malafide and just to deprive the Workmen and so the Company should be directed to clear the admissible dues to the Workmen such as Earned Salaries, Leave Encashment, if any, notice period payment as fallen due as per their right which accrued as their appointment letter and Handbook issued by the company and to pay compensation in accordance with the law as this tribunal may deemed fit in accordance with Section 25F in the Industrial Dispute Act.1947. Section 25F read as follows:

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-

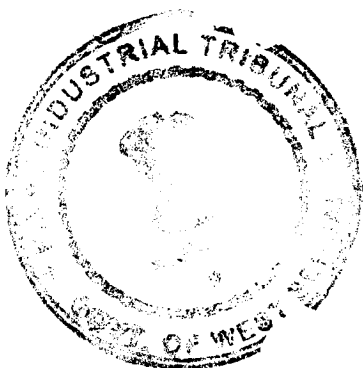
- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice. wages for the period of the notice.
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette]



- 33) On going through the written notes of argument led by Ld. Counsel for the Workmen and on consideration of oral argument of Ld. Counsel for the Workmen and with careful consideration of the evidence on record and provisions of laws alongwith written statement of the Company where they have taken several defences such as:

First of all:

- 1) They claimed that the Workmen are Technical Managers. They ceased work on and from 15.10.2015 and they refused to finish their projected work. But none of the representative of the Company has come to prove it.
- 2) It is claimed that the Workmen were the Managers and they delay the financial aspects of the Company even then they did not deliver the projected business rather fail in such delivery. This is also not proved by the Company by giving proof of any scrape of papers before this Tribunal.
- 3) It is also claimed that all the dues were paid. But no any scrap paper of such payment has been placed before this Tribunal when the written statement has been filed.
- 34) It is fact as per settled law that sometimes when one claiming one thing and at the same time again another relief is claiming absolute on opposite condition – cannot be considered at a time and simultaneously, rather both should be rejected.
- 35) Once the Company claims that they had paid the dues of the employees. Again, they claim that due to economical crisis they could not pay salary in time – which one is correct? In my view both are incorrect and should be set aside.
- 36) Again, the Company claims that they were managers and they have power to run the company. Then how the closure effected without the discussion with managers?



- 37) So all are story and fabricated one as stated by the Company and tribunal cannot not rely upon this type of statement specially when they did not dare to present themselves physically before this tribunal at the time of hearing inspite of repeated chance were given days after days.
- 38) So, from the unchallenged testimony this tribunal has no option but to rely the evidence of the Workman and they should be awarded to the effect that they are entitled to get the relief as prayed for alongwith and a compensation @ 50,000/- per head except Chayan Bhattacharjee who will get Rs. 25,000/- as compensation alongwith other dues and claims.

Hence, it is

AWARDED

That the so called closure being done by the Company on and from 17.10.2015 is illegal, malafide and made just to deprive the applicants / workmen (ten in numbers) and therefore, the Company is hereby directed to clear the all admissible dues to the workmen (applicants 10 in numbers) such as Earned Salaries, Leave Encashment, if any, notice period payment as fallen due as per their right which accrued as their appointment letters and Hand Book as issued by the Company and to pay compensation @ Rs. 50,000/- (Rupees fifty thousand) per head except Chayan Bhattacharjee, who will get Rs. 25,000/- (Rupees twenty five thousand) only as compensation alongwith other dues and claims.

This is my **AWARD**.

The Award be sent to the Government.

Dictated & corrected by me.

Sd/-

Judge

Sd/-

Judge
First Industrial Tribunal
Kolkata

JUDGE
FIRST INDUSTRIAL TRIBUNAL
WEST BENGAL

