

I/360765/2023

Government of West Bengal  
Labour Department, I. R. Branch  
N.S. Building, 12<sup>th</sup> Floor, 1, K.S. Roy Road, Kolkata - 700001  
No. Labr/ 75 . (LC-IR)/11L-33/15 Date: <sup>30-01-</sup>..... 2023

**ORDER**

WHEREAS under the Government of West Bengal, Labour Department Order No. 274/(LC-IR)/IR/11L-33/2015 dated 20/03/2015 the Industrial Dispute between M/s Gati Motors Pvt. Ltd., Bonagram Gopalmath, G. T. Road, Durgapur - 713217 and Sri Sourav Mukherjee, Dakshinayan, Dharmaraj Path near Kali Mandir, P.O. - Nadiha, Durgapur - 713201 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, Fifth Industrial Tribunal, West Bengal.

AND WHEREAS the said Fifth Industrial Tribunal, West Bengal, has submitted to the State Government its award dated 06/01/2023 on the said Industrial Dispute vide memo no 032 - L.T. dated - 09/01/2023.

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,

*s/t*  
Additional Secretary  
to the Government of West Bengal

1/360765/2023

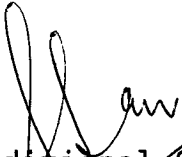
H/A IIR  
3/3/2023

No. Labr/ 75/1(5) (LC-IR)

Date: 30-01-2023

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

1. M/s Gati Motors Pvt. Ltd., Bonagram Gopalmath, G. T. Road, Durgapur - 713217.
2. Sri Sourav Mukherjee, Dakshinayan, Dharmaraj Path near Kali Mandir, P.O. - Nadiha, Durgapur - 713201.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D & E.O. Labour Commissioner, W.B. New Secretariate Building, 1, K. S. Roy Road, 11<sup>th</sup> Floor, Kolkata- 700001.
- ✓ 5. The Sr. Deputy Secretary, IT Cell, Labour Department, with the request to cast the Award in the Department's website.

  
Additional Secretary

No. Labr/ 75/2(2) (LC-IR)

Date: 30-01-2023

Copy forwarded for information to:

1. The Judge, Fifth Industrial Tribunal, West Bengal with reference to his Memo No.032 - L.T. dated - 09/01/2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.

Additional Secretary

**Before the 5<sup>th</sup> Industrial Tribunals, Kolkata**

**Case No. VIII-21/2015**

**Under Section 10 (2A) of the Industrial Disputes Act, 1947**

**M/s. GATI MOTORS PVT. LTD.**

**-VS-**

**SRI SOURAV MUKHERJEE**

**A W A R D DATED, 06/01/2023**

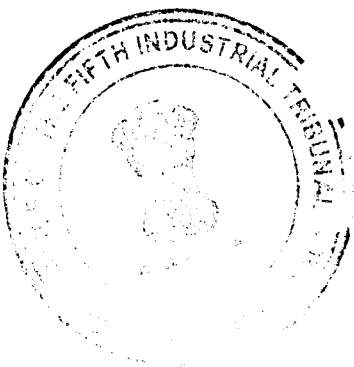
This Industrial Dispute between M/s. GATI MOTORS PVT. LTD, Bonagram Gopalmath, G. T. Road, Durgapur - 713217 and its workman Shri Sourav Mukherjee, Dakshinayan, Dharmaraj Path near Kali Mandir, P.O.-Nadiha, Durgapur – 713201 has been referred by the Labour Department, I. R. Branch, Writers' Buildings, Kolkata – 700001, to the 5<sup>th</sup> Industrial Tribunal Vide No.274-I.R./IR/11L-33/15, dated Kolkata, the 20<sup>th</sup> March, 2015 under Notification No.803-IR/IR/3A-2/57, dated 11/03/1957, for adjudication upon the under-mentioned following issues. Thereafter, the case record again transferred before this Tribunal Vide G. O. No. Labr./274-I.R./IR-11L-33/15, dated 20/03/2015 for the purpose of adjudication.

*S. Kumar*  
06.01.2023

**ISSUES**

- (1) Whether the dismissal from the service of Sri Sourav Mukherjee w.e.f. 20/03/2015 by the management of M/s. Gati Motors Pvt. Ltd. is justified?
- (2) To what relief, if any, the workman is entitled?

Originally the case record was fixed today for argument. At this stage both the parties filed a joint petition and submitted that both the parties have agreed among themselves to settle the disputes and to that effect they also filed a memorandum of settlement before this Tribunal supplied by verification and also filed two affidavit-in chief of both the parties along with necessary documents and also prayed for disposed of the case as per terms and conditions of the Memorandum of Settlement. Both the parties are present along with their Ld. Advocates and Ld. Advocate for M/s. Gati Motors Pvt. Ltd. submitted that he has no objection if the instant case is disposed of on the basis of the terms and conditions of the Memorandum of Settlement.

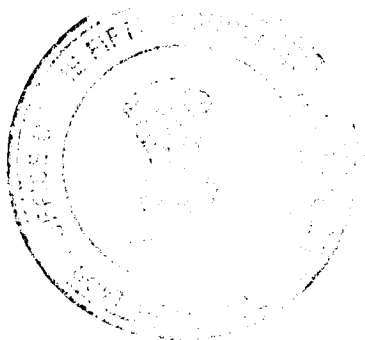


Both the Ld. Advocates of the parties jointly submitted that the dispute between the parties in the present case has been amicably settled out of Court / Tribunal and to that effect a memorandum of settlement dated 06/01/2023 has prepared by both the parties and the parties also finalized their disputes in terms of the memorandum of the settlement. In view of the above facts and circumstances both the parties prayed for disposal of the case in terms of memorandum of settlement dated 06/01/2023.

In support of their contention the workman Shri Sourav Mukherjee examined himself as PW-1, who is the workman of M/s. Gati Motors Pvt. Ltd. and the memorandum of settlement is marked as Exhibit-1 and the photocopies of his Aadhaar Card are marked as Exhibit-2 respectively. He also admitted and agreed with the terms and condition of the Memorandum of Settlement and prays for disposal of the case in view of the Terms and Conditions of the Memorandum of settlement and his cross examination is declined by the Ld. Advocate of M/s. Gati Motors Pvt. Ltd.

On the contrary one the General Manager of Gati Motors Pvt. Ltd. examined himself as OPW-1 and the photocopy of Authorization Letter dated 05/01/2023 of M/s. Gati Motors Pvt. Ltd. is marked as Exhibit-A and the photocopy of Aadhaar Card of OPW-1 is marked as Exhibit-B and the photocopy of money receipt dated 06/01/2023 is marked as Exhibit-C and he has categorically stated about the settlement by and between the parties and he also stated that the management of Gati Motors Pvt. Ltd. has no objection if the present case is disposed off as per terms and conditions of the settlement petition and practically the management of Gati Motors Pvt. Ltd. also prays for disposed of the case on the basis of the terms and condition of the settlement petition.

This Tribunal has carefully examined the terms and condition of the memorandum of settlement and also has scrutinized the signatures appeared in the memorandum of settlement by both the parties.



It reveals that the management of M/s. Gati Motors Pvt. Ltd. duly authorized Vide resolution dated 11/12/2022 to empower to Sri Hari Sadhan Rakshit sign and to execute the terms of settlement between the parties and accordingly Sri Hari Sadhan Rakshit put his signatures upon the same. It further reveals that the management has paid Rs. 3,00,000/- (Rupees Three Lakhs) only to the petitioner Shri Sourav Mukherjee through Bank Draft of State Bank of India, Com. Branch, Durgapur and also paid Rs. 10,000/- by cash in presence of his Ld. Advocate which has been admitted by the petitioner Sri Sourav Mukherjee.

Having regard to the facts and circumstances and considering the materials on records and the terms of the settlement, this Tribunal is of the opinion that the terms and conditions of the settlement dated 06/01/2023 by and between the parties of this case are legally valid and proper.

There is no legal impediment to accept the terms and condition of the settlement and to dispose of the case between the parties.

Hence,

**ORDERED**

that the application dated 06/01/2023, filed by both the parties are allowed in presence of both the parties of this proceeding along with their advocates. Accordingly the instant case is finally disposed off in terms of the memorandum of settlement dated 06/01/2023 and the said memorandum of settlement be made part of this award.

This is the Award of this Tribunal.

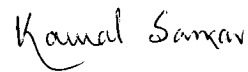
Dictated & corrected by me.



Judge, 5<sup>th</sup> Industrial Tribunal,

Kolkata

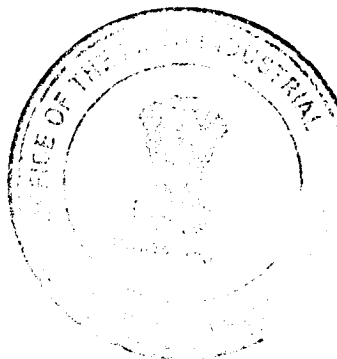
06/01/2023



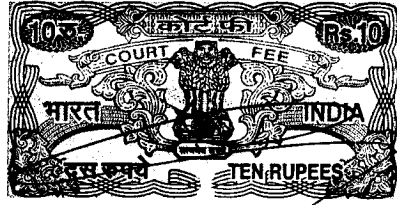
Judge, 5<sup>th</sup> Industrial Tribunal,

Kolkata

06/01/2023



S.L. No. 66



FORM J  
(Rule 68)

BEFORE THE LEARNED FIFTH INDUSTRIAL TRIBUNAL, WEST  
BENGAL, KOLKATA

Case No.VIII 21 of 2015

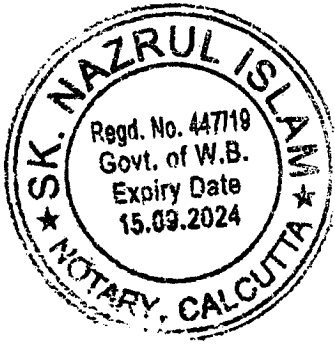
In the matter of:-

An Industrial Dispute;

BETWEEN

Sourav Mukherjee

...Workman/Applicant



Vs.

The Managing Director, Gati  
Motors Pvt. Ltd.

...Company/Management/  
Opposite Party

### MEMORANDUM OF SETTLEMENT

1. Name and addresses of the parties:

a) The Managing Director Gati  
Motors Pvt. Ltd.

Bonagram Gopalmath Durgapur-  
713217

....Opposite Party

b) Sourav Mukherjee,  
Dakshinayan, Dharmaraj Path  
near Kali Mandir, Post Office-  
Nadiha, Durgapur-713201.

...Applicant

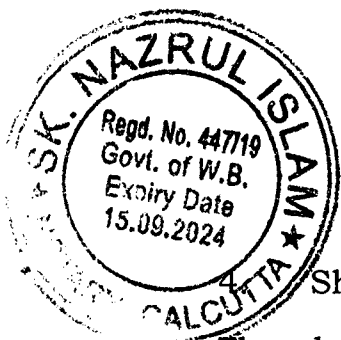
31 JAN 2023

2. Name of the person/persons representing the employer(s)

Mr. Sandipan Banerjee  
Advocate  
High Court, Calcutta

3. Name of the person/persons representing the workman/applicant:

Mrs. Madhumita Datta  
Advocate  
High Court, Calcutta



Short recital of the case:

The abovementioned workman was the employee of the Opposite Party and the Opposite Party/Company is the vehicle dealer of Tata Motors Pvt. Ltd.

That the applicant was the sales officer w.e.f. 01.03.2008 in the establishment of Opposite Party with a salary of Rs.3500/- per month and was continuing his service till January, 2011. That the applicant as usual went to the establishment on regular basis from 01.02.2011 to 25.07.2011 for performing his duty but was not allowed to join by the then Sales Manager, who refused to allow him to perform his job without showing any cause and/or holding domestic enquiry as per the provision of I.D. Act, 1947. This is denied by Gati Motors Pvt Ltd. On 25.07.2011, the applicant made representation to the Managing Director of the company but all were in vein. The workman raised dispute before the Deputy Labour Commissioner West Bengal Durgapur but the conciliation

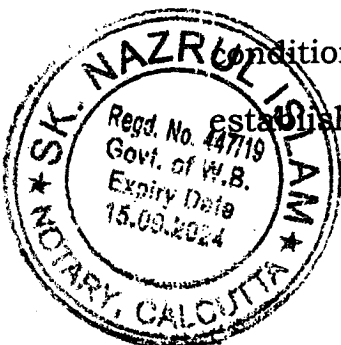
06 JAN 2023

could not be settled and the failure report was sent to the Labour Department, Government of West Bengal who referred the matter before this Learned Tribunal.

5. Terms of settlement :

The Workman approached the Opposite Party to settle the dispute on the following ground:

- i) The applicants hereinabove and/or their legal heirs and successors will not claim for any further service in the establishment of Opposite Party nor they will claim for any further financial assistance.
- ii) The employer will provide financial assistance to the employee, without any re-instatement in service.
- iii) It is agreed between the parties that the Opposite Party will pay a sum of Rs.3,00,000/- (Rupees Three Lacs ) only to the employee as a consideration of settlement of the dispute, <sup>and ten thousand</sup> ~~the~~ <sup>Madhmitri Datta</sup> ~~rest Rs.10,000/- (Rupees Ten thousand) only be paid in~~ <sup>Advocate</sup> ~~Advocate~~ <sup>of Sa. Datta</sup> ~~of Sa. Datta~~
- iv) It is agreed between the parties that the Opposite Party will pay the amount <sup>of Rs. 3,00,000/- (Rupees Three Lacs)</sup> at the time of signing the settlement through A/c payee cheque/Demand Draft in the name of the employee <sup>Another Rs.10,000/- (Rupees Ten thousand) only be paid</sup> in cash. <sup>Madhmitri Datta</sup> <sup>Advocate</sup> <sup>of Sa. Datta</sup>
- v) The employees in the dispute case, pending before this Learned Tribunal will withdraw the proceedings un-  
conditionally and shall never claim for any employment in the establishment of the Opposite Party after receiving the



10 6 JAN 2020





amount of financial assistance indicated above from the Opposite Party.

- vi) The parties herein, settled this agreement and signed it amicably without any provocation from any other party.

WITNESSES :

1. *Piya Banerjee*  
C/o - *Sandipan Banerjee*  
Raja Chambers, 4 K.S Roy Road  
Room No- 1F, 1st floor,  
KOL - 700001

1. *Sonno Mukherjee*  
Identified by me - *Masthumita Bhatia*  
Advocate

2. *Hari Sadhan Ghoshit* - Eml No: *118-516/1993*  
Identified by me.

\* *Utsa Datta*

\* *F/3538/2093/2021* Advocate

Signature of the parties

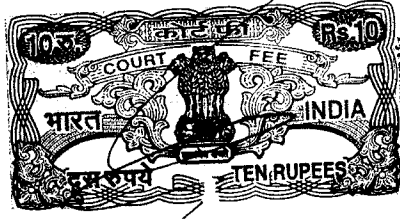
Signature of the Conciliation Officer/Board of Conciliation

Copy to:

1. Assistance Secretary to the Government of West Bengal,  
Labour Department.
2. Conciliation Officer
3. Labour Commissioner, West Bengal.

Solely Affirmed and  
Declared before me U/S 139  
CPC, U/S 297 (C) CrPC

*SK Nazrul Islam*  
Notary  
Notary, Govt. of W.B.  
Regd. No. 447/19  
City Civil Court, Calcutta



filed by  
Madhumita Satter  
Advocate  
for respondent  
Applicant

BEFORE THE LEARNED FIFTH INDUSTRIAL TRIBUNAL, WEST  
BENGAL, KOLKATA

Case No.VIII 21 of 2015

In the matter of:-

An Industrial Dispute;

BETWEEN

Sourav Mukherjee

...Workman/Applicant



Vs.

The Managing Director, Gati  
Motors Pvt. Ltd.

...Company/Management/  
Opposite Party

AFFIDAVIT, AFFIRMED BY THE EMPLOYEE ON EVIDENCE FOR  
SETTLEMENT

I, Sourav Mukherjee, residing at Dakhinayan Dharmaraj Path near  
Kali Mandir, Post Office-Nadiha Durgapur, Pin-713201, do hereby  
solemnly declare and say as follows:-

1. That I was the employee of Gati Motors Pvt. Ltd, a dealer of  
Tata Motors Pvt. Ltd since 01.03.2008 till 25.07.2011 @ Rs.3500/-  
per month without any blemish.

6 JAN: 2023

2. That I approached the Opposite Party for settlement of the dispute pending before this Learned Tribunal and the Company agreed to do so.

3. That I want to settle the dispute amicably without any provocation from any other person inside or outside the company.

4. That the statements made in foregoing paragraphs are true to my knowledge and belief and I signed this settlement in presence of the Learned Advocates before this Learned Tribunal. The details of settlement and affidavit is duly explained by my Learned Advocate and after knowing fully well I sign this on.....<sup>6<sup>th</sup></sup>..... day of January, 2023.

Read over and explained by me

*Madhurika Datta*

Advocate

Eml No: WB-516/1993

*Suman Mukherjee*

DEPONENT



Solemnly Affirm & Declared  
Before Me on Identification  
of Ld. Advocate

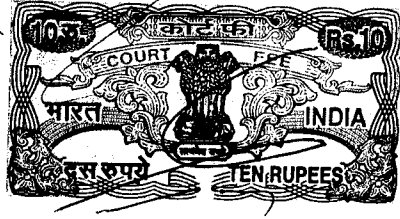
*S. Narayan*

SHYAM NARAYAN PANDEY  
NOTARY, GOVT. OF INDIA  
REGN. NO. 13824/2018

06.1.2023

06 JAN 2023

10 06.1.23



Filed by  
C/Sha Dey  
Advocate

BEFORE THE LEARNED FIFTH INDUSTRIAL TRIBUNAL, WEST  
BENGAL, KOLKATA

Case No.VIII 21 of 2015

In the matter of:-

An Industrial Dispute;

BETWEEN

Sourav Mukherjee

...Workman/Applicant

Vs.

The Managing Director, Gati  
Motors Pvt. Ltd.

...Company/Management/

Opposite Party



AFFIDAVIT AFFIRMED BY THE EMPLOYER ON EVIDENCE FOR  
SETTLEMENT

I, Hari Sadhan Rakshit, G.M of Gati Motors Pvt. Ltd, being hereby  
authorised to sign and settle the matter in terms of letter of  
authorisation dated 5.01.2023 on behalf of Mr.Partha Priya  
Banerjee, Managing Director, of Gati Motors Pvt. Ltd, a dealer of  
Tata Motors Pvt. Ltd, do hereby solemnly affirm and declare as  
follows:-

06 JAN 2023

1. That I am the G.M of Gati Motors Pvt.Ltd, being authorised by Mr.Partha Priya Banerjee, Managing Director, Gati Motors Pvt Ltd, to sign and settle the matter pending before The Ld.Fifth Industrial Tribunal, West Bengal, Kolkata, on behalf of Mr.Partha Priya Banerjee, Managing Director, Gati Motors Pvt.Ltd.in terms of letter of authorisation dtd 5.01.2023.

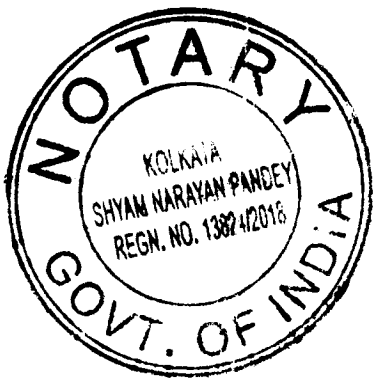
2. That as per the approach made by the applicant/workman through my Learned Advocate before this Learned Tribunal I agreed to settle the dispute to make financial assistance with a sum of Rs.3,00,000/- (Rupees Three Lacs ) only without any provocation from either party or any outsider. I sign this settlement in presence of my Learned Advocate before this Learned Tribunal.

Identified by me

*Hari Sudhan Ramshit.*

DEPONENT

*Atsa Datta*  
Advocate F/3538/2993/2021



Solemnly Affirm & Declare  
Before Me on Identification  
of Ld. Advocate

*Shyam Narayan Pandey*  
SHYAM NARAYAN PANDEY  
NOTARY, GOVT. OF INDIA  
REGN. NO. 13824/2018

06.01.2023

06.01.2023