

LABR-22015(16)/326/2018-IR SEC-Dept. of LABOUR

I/362405/2023

Government of West Bengal
Labour Department, I. R. Branch

N.S. Buildings, 12th Floor, 1, K.S. Roy Road, Kolkata - 700001

No. Labr/ . . . 89 . . . / (LC-IR)/11L-125/15

Date 03-02-2023

ORDER

WHEREAS under reference of Labour Department's Order No. 178-IR/11L-125/15 dated 11.03.2016 the Industrial Dispute between M/s Hotel Akash, B.T. Sarkar Road, Purulia, Pin - 723102 and their five workmen Sri Sukumar Mahato, Sri Srikanta Roy, Sri Hemanta Sen, Sri Ahidulla Ansari and Late Ajay Roy (substituted by his wife Smt. Aparna Roy) represented by Hotel Akash Permanent Karmachari Union (Regd. No. 237346), B.T. Sarkar Road, Purulia, Pin - 723102 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 Ninth Industrial Tribunal, Durgapur.

AND WHEREAS the said Ninth Industrial Tribunal, Durgapur, has submitted to the State Government its Award dated 19.12.2022 on the said Industrial Dispute vide Memo No. 01 - I.T. dated 02.01.2023.

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,

sd/

Additional Secretary
to the Government of West Bengal

Date : 03-02-2023

No. Labr/ . . . 89 . . . /1(5)/(LC-IR)

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

1. M/s Hotel Akash, B.T. Sarkar Road, Purulia, Pin - 723102.
2. The Secretary, Hotel Akash Permanent Karmachari Union (Regd. No. 237346), B.T. Sarkar Road, Purulia, Pin - 723102.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Buildings, 1, K. S. Roy Road, 11th 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

Date : 03-02-2023

No. Labr/ . . . 89 . . . /2(3)/(LC-IR)

Copy forwarded for information to :

1. The Judge, Ninth Industrial Tribunal, Durgapur with reference to his Memo No. 01 - I.T. dated 02.01.2023.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.
3. Office Copy.

Additional Secretary

FORM J
(Rule 68)

BEFORE THE LEARNED NINTH INDUSTRIAL TRIBUNAL, WEST
BENGAL, DURGAPUR

Case No.X 01 of 2016

In the matter of:-

An alleged Industrial Dispute;

BETWEEN

M/s Hotel Aakash

And

Their Five Workmen namely

i) Sukumar Mahato

ii) Srikanta Roy

iii) Hemanta Sen

iv) Ahidulla Ansari and

v) Aparna Roy, substituted by
this Learned Tribunal instead
and place of Late Ajaynath Roy
represented by Hotel Aakash
Permanent Karmachari Union;

MEMORANDUM OF SETTLEMENT

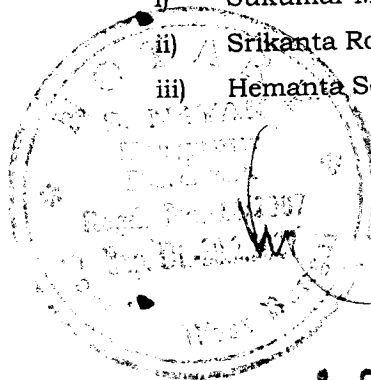
1. Name and addresses of the parties:

a) M/s Hotel Aakash B.T.
Sarkar Road, Purulia, Pin-
723102.

i) Sukumar Mahato

ii) Srikanta Roy

iii) Hemanta Sen



16 DEC 2022

*filed by
Madhusmita Datta
Assistant
for the manager
M/S Hotel Aakash*

iv) Ahidulla Ansari and
v) Aparna Roy duly
substituted instead and place of
Late Ajaynath Roy represented by
Hotel Aakash Permanent
Karmachari Union B.T. Sarkar
Road, Purulia-723101.

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

Ms. Madhumita Datta

Advocate

High Court, Calcutta

Mr. Mohit Lata

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

Mr. S.K. Pandey

Learned Advocate

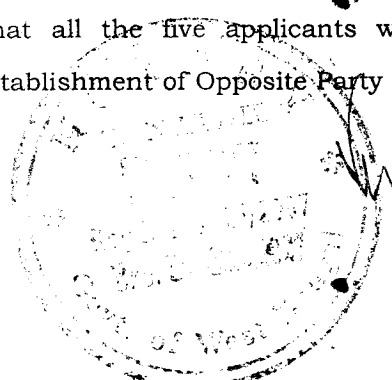
Mr. Prabir Mahato

President, Hotel Aakash
Permanent Karmachari Union.

4. Short recital of the case:

The abovementioned five workman were the employee of the
Opposite Party and the Opposite Party is running a business of
Hotel, which is duly approved and registered by the Department of
Tourism, Government of West Bengal in the District of Purulia for
last three decades.

That all the five applicants were the cook and water in the
establishment of Opposite Party for last few years and were in duty



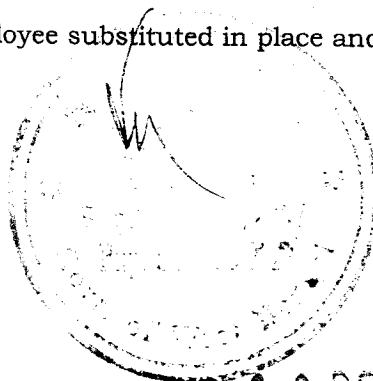
16 DEC 2022

Malla
Advocate
[Signature]

inside the Hotel premises. On 18.05.2014 they were involved in Criminal activities outside Hotel premises on duty. As per the complaints made by Mr. Biswarup Pattanayak and Tapas Mahato both are the Advocates of Purulia Court, Criminal proceedings were initiated by the Officer-in-Charge, Purulia (Sadar), Police Station, wherein five (5) applicants have been appeared and after primary investigations those five (5) applicants under reference were arrested and taken into jail custody on 19.05.2014 and were released on bail on 09.06.2014. As per the provisions of service rules, if any person while on duty involved in a criminal proceedings and detained in jail custody for more than 48 hrs may suspended from his/their work. That after being released on bail with the financial help of the Opposite Party/Management, the five workmen forcefully entered into the Hotel premises and while want to put signature in the attendance registered refused by the Opposite Party. The Opposite Party showing cause to them and being dissatisfied with the reply the Opposite Party terminated the five (5) workman. After receiving the termination letter the five applicants raised dispute before the Assistant Labour Commissioner, West Bengal but the conciliation 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 :

During the pendency of the proceedings one applicant Ajaynath Ray since deceased died intestate on 26.11.2021 and Ms. Aparna Roy widow of the deceased employee substituted in place and stead



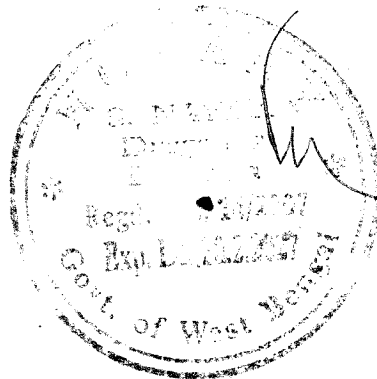
16 DEC 2022

Datta
Advocate
J. D. Datta

of the deceased employee and the other four (4) employees 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.
- ii) The applicants will provide financial assistance to all those employees including gratuity.
- iii) It is agreed between the parties that the Opposite Party will pay a sum of Rs. 1,45,000/- (Rupees One Lac Forty ^{five} Thousand) only to each employee as a consideration of settlement of the dispute.
- iv) It is agreed between the parties that the Opposite Party paid a sum of Rs. 35,000/- (Rupees Thirty Five Thousand) only in advance and rest of the amount will be pay at the time of signing the settlement through A/c payee cheque in the name of each employee and/or the substituted applicant.
- v) The employees in the dispute case, pending before this Learned Tribunal will withdraw the proceedings unconditionally and shall never claim for any employment in the establishment of the Opposite Party after receiving the financial assistance from the Opposite Party.

[Handwritten signature]



16 DEC 2022

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

WITNESSES :

1. Madhumita Datta
Advocate
Enrol. No: WB-516/1993
for the management
16.12.2022

1. Sukumar Mahabo
2. Hemanta Sen
3. [Signature]
4. [Signature]
Signature of the parties
5. [Signature]
John [Signature]

2. [Signature]

Identified by me
Datta
Advocate
Enrol. No:
WB-516/1993

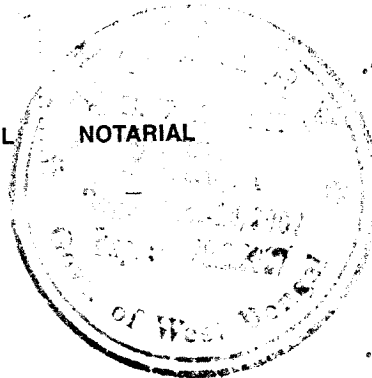
Signature of the Conciliation Officer/Board of Conciliation

Copy to:

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

S.K. Paul
Advocate

NOTARIAL



solemnly affirmed before me by
Sukumar Mahabo
S.K. Paul
Advocate
16th Dec 2022
[Signature]
Sachinendra Nath, Notary
Bangalore Building (N.B.)
Regn. No - 108007

16 DEC 2022

Mc payee

DESH BANDHU ROAD
NH-60A, PURULIYA, WEST BENGAL Pin - 723101
IFSC : IBKL0001102

VALID FOR THREE MONTHS ONLY

दिनांक Date 16/12/2022
D D M M Y Y Y Y

Pay Srikanta Roy या धारक को Or Bearer

रुपये Rupees One lac Ten thousand only

अदा करे। ₹ 1,10,000.00

A/C No: 1102102000008068 Current

HOTEL AKASH

For HOTEL AKASH

M Laks

Please sign above

NORMAL / 50 / 01/2019 / 23-Mar-2022
SESHAASAI (K) / CTS - 2010

⑈010856⑈ 723259002⑈ 110200⑈ 11

*Received Cheque
for Jan.*

Mc payee

DESH BANDHU ROAD
NH-60A, PURULIYA, WEST BENGAL Pin - 723101
IFSC : IBKL0001102

VALID FOR THREE MONTHS ONLY

दिनांक Date 16/12/2022
D D M M Y Y Y Y

Pay Aparna Roy या धारक को Or Bearer

रुपये Rupees One lac forty five thousand only

अदा करे। ₹ 1,45,000.00

A/C No: 1102102000008068 Current

HOTEL AKASH

M Laks

Please sign above

NORMAL / 50 / 01/2014 / 23-Mar-2022
SESHAASAI (K) / CTS - 2010

⑈010858⑈ 723259002⑈ 110200⑈ 11

अपना राय

DESH BANDHU ROAD
NH-60A, PURULIYA, WEST BENGAL Pin - 723101
IFSC : IBKL0001102

VALID FOR THREE MONTHS ONLY

दिनांक 16/12/2022
Date DDMMYY

Pay Sukumar Mahato या धारक को Or Bearer

रुपये Rupees One lac ten thousand only

अदा करे। ₹ 1,10,000.00

A/C No: 1102102000008068 Current

Received a cheque amount 1,10,000/- (One lac ten thousand only) HOTEL AKASH
Sukumar Mahato
M. Laha
Please sign above

⑈010857⑈ 723259002⑈ 110200⑈ 11

DESH BANDHU ROAD
NH-60A, PURULIYA, WEST BENGAL Pin - 723101
IFSC : IBKL0001102

VALID FOR THREE MONTHS ONLY

दिनांक 16/12/2022
Date DDMMYY

Pay Hemanta Sen या धारक को Or Bearer

रुपये Rupees One lac ten thousand only.

अदा करे। ₹ 1,10,000.00

A/C No: 1102102000008068 Current

Received cheque HOTEL AKASH
Hemanta Sen
M. Laha
Please sign above

⑈010854⑈ 723259002⑈ 110200⑈ 11

DESH BANDHU ROAD
NH-60A, PURULIYA, WEST BENGAL Pin - 723101
IFSC : IBKL0001102

VALID FOR THREE MONTHS ONLY

दिनांक 16/12/2022
Date DDMMYY

Pay Ahidulla Ansari या धारक को Or Bearer

रुपये Rupees One lac th. Ten thousand only.

अदा करे। ₹ 110000.00

A/C No: 1102102000008068 Current

Received cheque HOTEL AKASH
Ahidulla Ansari
M. Laha
Please sign above

⑈010855⑈ 723259002⑈ 110200⑈ 11

In the matter of an Industrial Dispute between Messrs. Hotel Akash, B.T. Sarkar Road, purulia, PIN- 723102 and their five workmen namely, Sri Sukumar Mahato, Sri Sriknata Roy, Sri Ajay Roy(Since deceased and substituted by his wife namely Smt. Aparna Roy), Sri Hemanta Sen and Ahidulla Ansari represented by Hotel Akash Permanent Karmachari Union (Reg. No. 237346) , B.T. Sarkar Road, purulia, PIN- 723102, referred to this Tribunal vide G.O.No. 178-I.R/IR/11L-125/15 dated 11.03.2016.

CASE NO.X-01/2016.

Before The Judge, Ninth Industrial Tribunal, Durgapur.

Present

Shri Sujit Kumar Mehrotra, Judge

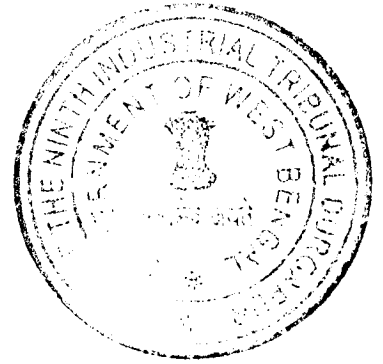
Ninth Industrial Tribunal,

Durgapur.

A W A R D

Dated : 19-12-2022

CASE NO.X-01/2016.



91/19. 12.2022

Workman Sri Srikanta Roy is present alongwith his ld. lawyer.

CR is taken up for hearing on compromise petition.

Workman submits that the dispute in between him and other workmen with the O.P/employer /Hotel Akash has amicably been settled and he has no objection if the instant case be disposed of on compromise in terms of the general compromise petition.

The workman is examined on oath as P.W-5 and discharged.

Heard regarding compromise petition.

The ld. lawyer for the employer submitted on 16.12.2022 that the dispute between the O.P/employer and all the workmen have amicably been settled and in terms of such settlement the O.P/employer paid the finally settled amount of Rs.1,45,000/- to each of the employer by A/C. Payee cheques and she prayed for disposed of the instant case on compromise.

On the other hand, the ld. lawyer for the workmen submits that the workmen are fully satisfied with the settlement and they voluntarily signed on the compromised petition and the instant case be disposed of accordingly.

Sd/-

JUDGE

CASE NO.X-01/2016.

91/19. 12.2022(contd.)

Perused the entire Case Record. Considered.

It transpires from the CR that the Labour Deptt. Govt. of West Bengal referred the instant case vide referral order no.178-I.R/IR/11L-125/15 dated 11.03.2016 for adjudication of the industrial disputes between the Messrs. Hotel Akash, Purulia/O.P and the 5(five) workmen namely, Sri Sukumar Mahato, Sri Srikanta Roy, Sri Ajoy Roy, Sri Hemanta Sen and Ahidulla Ansari on the referred issues. After receiving the referral order the instant case has been registered as a case U/S 10 of the I.D.Act,1947 and accordingly, notices were issued upon both the parties and there after the parties filed their statement in the form of written statements.

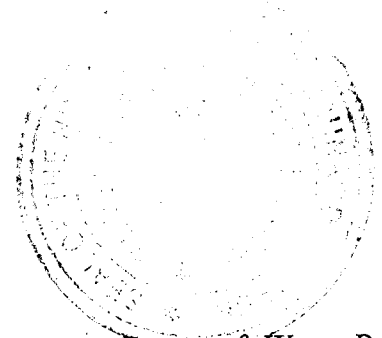
Subsequently, evidences have also been recorded of both he parties and the matter was fixed for hearing argument on various dates and in the mean time the parties arrived at settlement voluntarily.

It transpires from the compromise petition that the O.P/employer shall pay Rs.1,45,000/- (one lakh & forty five thousand) to each of the workman as full and final settlement. From the oral evidence on oath of each of the workmen and the authorised person of the O.P/employer it is further evident that the O.P/employer has paid the said settled amount by way of A/C. payee cheques in the name of each of the 4 (four) workmen and the widow wife of the deceased workman –Ajoynath Roy.

All the workmen in their oral evidence on oath clearly stated that they voluntarily entered into compromise and they are satisfied with the settled amount and the instant case be disposed of on compromise.

It is pertinent to mention herein that during the course of hearing of the instant case one of the workmen namely Ajoynath Roy died on 26.11.2021 leaving behind his wife namely, Smt. Aparna Roy and two major sons namely, Manoj Roy and Santu Roy and this tribunal vide order 86 dated 21.10.2022 allowed the widow wife of the deceased employer to enter into his shoe for representing him.

The Hon'ble Supreme Court in the case of the State of Bihar Vs. D.N. Ganguly AIR 1958 SC 1018 observed that the courts should take note of amicable settlement in case between the parties in industrial disputes which generally leads to industrial peace and harmony. Recently, the Hon'ble Delhi High Court in the case of M.S. Wearwell (India) Pvt. Ltd. Vs. Mohd. Nizam, WP(C) 2034/2022.



Sd/-
12/12/22
MINTH INDUSTRIAL DISPUTES TRIBUNAL
GOVT. OF WEST BENGAL

CASE NO.X-01/2016.

91/19. 12.2022(contd.)

Relying upon the said dictum of the Hon'ble Supreme Court held that the settlement in industrial disputes are valid and legal, even though there is no provisions similar to Ord.23 Rule 3 of C.P Code 1908.

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 be disposed of in terms of Memorandum of Settlement in between the parties filed on 16.12.2022, which do form part of the Award.

The aforesaid shall constitute the Award passed in the instant case.

D/C by me.

Judge

Sd/-

THE NINTH INDUSTRIAL TRIBUNAL
DURGAPUR
GOVT. OF WEST BENGAL

Sd/-

Judge,

(Sujit Kumar Mehrotra)

9th I.T Durgapur

JUDGE
NINTH INDUSTRIAL TRIBUNAL DURGAPUR
GOVT. OF WEST BENGAL

