

I/732011/2026

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

No. Labr/ 82 / (LC-IR)/ 22015(16)/118/2019

Date : 16/01/2026

ORDER

WHEREAS under Labour Department's Order No 416- I.R./IR/11L-9/13 dated 19.04.2013 with reference to the Industrial Dispute between M/s. The Boral Union Co-operative Bank Ltd., Boral Samabay Sarani, P.O. Boral, Dist. South 24-Parganas, Kolkata – 700154 and its workman Sri Raj Kumar Srestha, Boral, Rishi Raj Narayan Pally, P.O. Boral, Kolkata -700154, regarding the issues mentioned in the said order, being a matter specified in the Second Schedule of the Industrial Dispute Act' 1947 (14 of 1947), was referred for adjudication to the 8th Industrial Tribunal, Kolkata.

AND WHEREAS the 8th Industrial Tribunal, Kolkata, has submitted to the State Government its Award dated 31.10.2025 in Case No. VIII-24/2013 on the said Industrial Dispute Vide e-mail dated 14.01.2026 in compliance of Section 10(2A) of the I.D. Act' 1947.

NOW, THEREFORE, in pursuance of the provisions of Section 17 of the Industrial Dispute Act' 1947 (14 of 1947), the Governor is hereby pleased to publish the said Award in the Labour Department's official website i.e **labour.wb.gov.in**.

By order of the Governor,


Assistant Secretary

to the Government of West Bengal

No. Labr/ 82 /1(5)/(LC-IR)/ 22015(16)/118/2019

Date : 16/01/2026

Copy forwarded for information and necessary action to:

1. M/s. The Boral Union Co-operative Bank Ltd., Boral Samabay Sarani, P.O. Boral, Dist. South 24-Parganas, Kolkata – 700154.
2. Sri Raj Kumar Srestha, Boral, Rishi Raj Narayan Pally, P.O. Boral, Kolkata -700154.
3. The Assistant Labour Commissioner, W.B. In-Charge, Labour Gazette.
4. The O.S.D. & E.O. Labour Commissioner, W.B. New Secretariat Building, 1, K. S. Roy Road, 11th Floor, Kolkata- 700001.
5. The Deputy Secretary, IT Cell, Labour Department with request to cast the Award in the Department's website.


Assistant Secretary

to the Government of West Bengal

No. Labr/ 82 /2(3)/(LC-IR)/ 22015(16)/118/2019

Date : 16/01/2026

Copy forwarded for information to :

1. The Judge, 8th Industrial Tribunal, Kolkata, with reference to e-mail dated 14.01.2026.
2. The Joint Labour Commissioner (Statistics), West Bengal, 6, Church Lane, Kolkata -700001.
3. Office Copy.


Assistant Secretary

to the Government of West Bengal

In the matter of an industrial dispute between Sri Raj Kumar Srestha, Boral, Rishi Raj Narayan Pally, P.O. Boral, Kolkata -700 154 and M/s. The Boral Union Co-operative Bank Ltd., Boral Samabay Sarani, P.O. Boral, Dist. South 24-Parganas, Kolkata – 700154 vide G.O. No. 416-I.R./IR/11L-9/13 dated 19.04.2013.

(Case No. VIII-24/2013)

Before the Eighth Industrial Tribunal: West Bengal
Present Sri Amit Chattopadhyay
Judge,
Eighth Industrial Tribunal,
West Bengal.

Shri Raj Kumar Shrestha**Applicant / workman**

Vs.

M/s. The Boral Union Co-operative Bank Ltd..... O.P. Company

A W A R D

Dated : 31.10.2025

Received a copy of order of reference vide G. O. No. 416-I.R./IR/11L-9/13 dated 19.04.2013 from the Labour Department, Govt. of West Bengal and reference no. 3115-IR/IR/3A-6/59, dated 21/06/1960 referring an industrial dispute which exists between Sri Raj Kumar Srestha, Boral, Rishi Raj Narayan Pally, P.O. Boral, Kolkata -700 154 and M/s. The Boral Union Co-operative Bank Ltd., Boral Samabay Sarani, P.O. Boral, Dist. South 24-Parganas, Kolkata – 700154 for adjudication.

The said Seventh Industrial Tribunal shall submit its award to the State Government within a period of three months from the date of receipt of this order by the said Seventh Industrial Tribunal in terms of Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), subject to the other provision or provisions of the said Act.

The said Seventh Industrial Tribunal shall meet at such places and on such dates as it may direct.

In view of G.O. No. Labr./700/(LC-IR)/23099/15/2019 dated 26.07.2019 this case has been withdrawn from the file of 7th Industrial Tribunal and transferred the same to the Eighth Industrial Tribunal, Kolkata, for adjudication on the following issues:-

I S S U E (S)

1. Whether the refusal of employment of Shri Raj Kumar Shrestha w.e.f. 09.06.2011 by the management of M/s. Boral Union Co-operative Bank Ltd. is justified?
2. To what relief, if any, is she entitled?

As per written statement the case of the workman is that he was working in the Bank as temporary hand since 2002 and doing clerical job and clearing job of the Bank.

That vide letter 27.02.2011 the workman's job was confirmed as per the decision of the Boral of Administrators. The confirmation letter dated 27.02.2011 is marked as Exhibit-3.

That to prove he was working prior to 2011 the workman has filed 2 letter dated 29.07.2008 and 30.07.2008 (marked Ext. 1 & 2) both issued by the Secretary of The Boral Co-operative Bank Ltd.

That the Bank vide their letter dated 19.04.2011 stopped the work of all newly appointed employees vide letter dated 27.02.2011 till further orders. This letter is marked Exhibit-4.

That the Bank vide its letter dated 06.06.2011 Exhibit-5 asked the employees to join their duties.

The workmen worked on 08.06.2011 and 07.09.2011 but the mob (outsiders) did not allow the workman to work after 07.09.2011. This is admitted by the Ex-CEO-cum-Secretary of the Bank in his affidavit in Chief dated 2nd July, 2025.

The workmen made several representation to the authorities of the Bank as well as the Asst. Registrar of the Co-operative Societies regarding his refusal of employment which are letters dated 10.06.2011 (Ex-6), 29.07.2011 (Ex-7), 16.01.2012 (Ex-10).

The workmen made complaint before the I.C. Sonarpur, P.S. vide letter dated 02.09.2011 (Ex-8).

The workman finding no other alternate left gave a written representation to the Labour Commissioner on 12.03.2012 (Ex-11).

All the Exhibits from 6 to 17 clearly show that the workman was illegally and unlawfully removed from his services.

The workman is his evidences and cross-examination has proved that he worked till 17.09.2011 and he was refused employment from the Banks after that.

That in Examination-in-Chief of O.P.W.-1, Sri Arup Boral has marked Exhibit-B, letter dt. 11.04.2011 of the Bank and stated about demonstration by group of persons (outsiders) disrupting the Bank activities and not allowing newly appointed employees to enter the Bank.

That in Examination-in-Chief of O.P.W.-1 he has marked Exhibit-C, C/1, C/2 and C/3 appointment letters of several other employees who were appointed along with the workman and presently still working in the Bank.

That in Examination-in-Chief of O.P.W.-1 he has marked Exhibit F, G and H wherein the Bank has confirmed the demonstrations held by outsiders and the workman was targeted in that event.

The O.P.W.-1 in his cross-examination dt. 30.09.2024 has admitted that the workman has been associated with the Bank prior to 2011 and working continuously since then.

That before refusal of employment no Domestic Enquiry was initiated or any charge-sheet was issued to the workman.

That in the Examination/ Evidence-in-Chief of Ex-CEO cum Secretary it is stated that "It was verbally informed that the workman would be reinstated if any Court's Order gives direction".

That the workman has been continuously working in the Bank for more than 240 days in a year continuously since 2002 till illegal refusal of employment hence, obtained permanent status. The Bank failed to submit the salary register and attendance register in spite of demands made which clearly shows their intention not to disclose the said documents for their personal gains.

Ld. Advocate for the workman referred these case laws in support of his case:-

1. Municipal Corporation Rajpura Vs. P.O.L.C. 2014 (III) LLJ 238. (P & H.H.C.)
2. Jageswar Prasad Misra Vs. Hadoi Zila Sarkari Bank Ltd. 1994 (69) F.L.R. 92
(Both 1 & 2 judgments reflects termination without domestic enquiry is illegal and unjustified and thus violation of natural justice. Hence termination invalid and reinstatement or work.)
3. R. Chandravanshi Vs. N.T.C. 1993 (66) FLR 575 "Termination without assigning any reason is invalid in the eye of law."
4. Chief Signal and Telecom Engineer Vs. P.O.C.G.I.T. 2010 (2) LLJ 429.
5. S. Kumar Vs. Sub Areas manager Western Coal Fields 2010 (1) LLJ page-682.

Both 4 & 5 judgments hold, no domestic enquiry and no termination order. Hence, termination is nonest and bad in eye of law.

6. Keru Kisan Rokade Vs. Geoffery Mannres and Company Ltd. 2010(111) LLr 931.
(Workman worked for 240 days in proceeding 12 months or more. Termination without proper enquiry and non-payment of 25 F of the Act. Petitioner is entitled to reinstatement with full back wages.)
7. EE Dt. Panchayet Vs. Ashok Kumar Gupta 2007 (I) LLN 992 (DB Gujrat H.C.)
(Daily wages terminated without assigning any reasons, reinstated with conformity of service.)
8. Executive Engineer & Ors. Vs. Shenteber Chhoyerbai Makhwenja 2007 LIC 3681.
(Case where it is proved workman worked for 240 days continuous service. Employer has failed to produce muster card, presence card, wage slip etc. Termination is violation of Section 25F., order for reinstatement is proper.)

As per written notes of argument the case of the Company is that the applicant was engaged in the duties of the Bank on temporary and daily wage basis with effect from 27.02.2011 as "Office Assistant" with the Bank's office. The applicant was never given any appointment/engagement in the job of the Bank from the year 2002. His assertion is thoroughly incorrect. Since the applicant being a resident of the same locality and his family member are the ex and present employees of the bank, the applicant was to called by the bank at times to do certain urgent jobs in the absence of any staff at times as purely stop-gap arrangement. Before his appointment in the year 2011 on daily wage basis, the applicant was never employed by the bank in any manner, whatsoever.

That applicant was in fact engaged in assorted job in the Banks office as an when required. His remunerations has all along been calculated on the basis of rendering service day to day i.e. no work no pay. The applicant had never been in regular employment in the Bank till 27.02.2011.

That the applicant's father was an ex-employee of the bank and his other two brothers have been working with the bank for a considerable period of time. Engagement of the applicant on daily wages basis as a Office Assistant has in fact been a result of sympathetic consideration impacted by his family in relation to the work of the bank.

The engagement of the applicant was made by the then Board of Administrators.

That the applicant following his engagement with the bank w.e.f. 27.02.2011, the applicant would work sometimes in clearing jobs sometimes, in clerical jobs of the Bank. The workman has been engaged in all the 3 branches of the bank as required by the respective branches.

That the applicant was engaged with the service of the Bank w.e.f. 27.02.2011 on daily wages basis but his actual days spent on services were less than the required amount of attendance in calculating the average. In fact the applicant spend two months on duty including the holidays.

That the performance of the applicant has never been sincere and diligent, rather the applicant used to argue with officials of the bank and management of the Bank has never been extremely pleased with the applicant. That is why the applicant was getting, cautioned verbally by the management to improve his performance, but without result. But inspite of that the management of the Bank remained resilient and preferred to bear with him as the applicant's father was an ex-employee and two of his brothers are presently working with the bank.

That on 11.04.2011, an unexpected commotion took place in the bank by some local hooligans grouped with some local people who demanded removal of casual/temporary employees of the bank which includes the applicant and 4 other casual employees.

That it was demanded by the mob that in place of those casual/temporary employees some local people should be appointed by the management of the bank since the Bank recruited casual/temporary staffs largely from the family relations of the employees, like the applicant.

That the situation on 11.04.2011 become so grave that the Bank CEP-Cum-Secretary was gheraod by the mob in his chamber for 3 hours. Thereafter he was rescued by the authorities of Sonarpur Police Station.

That the management of the Bank reviewed the whole incident adopted resolution accordingly and vide order dated 19.04.2011 the management of the Bank kept, the services of the casual/temporary staffs including the applicant, in abeyance as per the instruction of the Chairman on and from 21.04.2011.

That move of the Bank was made only to allow, the volatile situation created by some local hooligans on 11.04.2011, be died down and the normalcy of the situation was ensured.

That as soon as the situation limped back to more or less normalcy, the Management of the Bank vide letter 06.06.2011 asked the applicant to resume his duty w.e.f. from 08.06.2011.

That after receiving the letter of resumption of duty dated 6.6.2011 issued on behalf of the bank, the applicant did never join his service.

That the applicant time and again made representations with a plea that he has been restrained by the security staff of the bank to join his duties.

That the aforesaid plea of the applicant was an unadulterated falsehood because he was never restrained neither by the security staff nor any other employee of the Bank to join his duties. The Bank has entrusted the applicant with the jobs to be done on day to day basis so he cannot be spared, so question of putting restrain from joining his duties by the bank does not arise at all.

That from the list of documents it has been found that the applicant wrote a number of letter with the same complaint that the applicant was restrained from joining duties by two security staffs. This situation has prompted the Bank Management to enquire about the complaint.

That following enquiry by the Bank Management it transpired the fact that the applicant had never ever turned up for duty in the premises of the Bank ever since the issuance of that letter of resuming duty dated 6.6.2011 and more particularly on those dates as referred to those letters.

That Bank Management tried to contact applicant through messenger but failed.

That it naturally proves that the applicant himself had abnegated and abandoned his job.

That the applicant never joined his duties of the bank after 6.6.2011.

That it is not a fact that on 8.6.2011 and 7.9.2011 he entered the bank and did his schedule duties, but was not allowed to sign attendance. No such incident has ever happened.

That it is cogently stated on behalf of the Bank that the applicant was neither forcefully terminated nor his employment with the Bank refused. Rather the applicant was overindulged in giving opportunities for a long time to rejoin his duties, but he did not rejoin even then.

That it is to state specifically that when the applicant filed the case, the bank authority was expecting his joining, but without joining duties the applicant filed this case.

That it is a fact that the applicant had voluntarily abandoned his job in the Bank so he is not entitled to any relief whatsoever.

That the applicant in fact had worked more or less for two months with the bank on daily wages basis and abandoned his job of his own showing utter dereliction of duty. So he is not entitled to any relief as claimed.

That the applicant was neither dismissed/discharged not retrenched/terminated in his services nor did he face refusal of employment from the bank. Therefore no Industrial dispute arises in this case, making him entitled to claim such relief as prayed for.

That the bank has received a cogent information that the applicant was at that time gainfully employed with some other organization.

That the applicant has filed the case with the intention to extract some undue benefit from the Bank by moving a baseless case of forceful termination and refusal of employment.

It is quite substantive that the Workman shall not be said to be in continuous service for a period, if he was for that period, in uninterrupted service including service which may be interrupted on account of sickness or authorised leave, and others which is not due to any fault on the part of the Workman. Even after repeated call from the Company to join his duties, the workman failed and neglected to join his duty, although the OP/Bank issued a letter dated 06.06.2011 to the Workman to resume his duties and at the same time tried to contact him through messenger. So the Workman did not fulfil the requirement criterion of continuous and interrupted service as prescribed by 25B of the Industrial Dispute Act.

“(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or as strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer, -

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than,

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than, -

(i) ninety-five days, in the case of workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Explanation – For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which, -

- (i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) act, 1946 (20 of 1946), or under the Act or under any other law applicable to the industrial establishment;
- (ii) he has been on leave with full wages, earned in the previous years;
- (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and
- (iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]”

That the Hon'ble Apex Court in its Special Bench decision in *The State of Uttarakhand and Others – Vs. – Smt. Sureshwati* made on 20th January, 2021 held that “The Respondent has failed to discharge the onus to prove that she had worked for 240 days in preceding 12 months prior to her alleged termination on 08.08.2006. The onus was entirely upon the employee to prove that she had worked for 240 days in twelve months preceding the date of her alleged termination. Here in this case the workman has never been terminated by the OP/Bank rather he choose to abstain from duty, in his own volition. Still the Workman would have to show that he had rendered his continuous and uninterrupted service for 240 day's as per the statute.

In *Bhavnagar Municipal Corporation – Vs. – Jadeya Govubha Chhanuva* reported in (2014) 16 SCC 130, the Hon'ble Apex Court held “it is fairly well settled that for an order of termination of the services of a workman to be held illegal on account of non-payment of retirement compensation, it is essential for workman to establish that he was in continuous service of the employer within the meaning of Section 25B of the ID Act, 1947, for the workman to succeed in that attempt he was required to show that he was in service for 240 days in terms of Section 25B(2)(a)(II). The burden to prove that he was in actual and continuous service of the employer for the said period lay squarely on the workman. There is no averment on the part of the workman, that he had completed 240 days in service of the employer.

The same provisions of law has been echoed in different Judgments delivered by The Hon'ble High Courts recently. In *Pappu Pathak –Vs.- Ms Bansal Brothers & Industrial* reported in 2025(185)FLR Page 330, The Hon'ble Delhi High Court held that the Learned Counsel for the petitioner could not point out even a shred of evidence to show that any of the petitioner worked for more than 240 days in 12 months immediately preceding the date of alleged termination of their services.

That in the conspectus of the submission made in the foregoing paragraphs, it is to submit that the application filed by the applicant merits no relief in his favour and same is liable to be dismissed.

On scrutiny of the record I find that this case was referred by the authority to this Tribunal to decide two issues i.e.

1. Whether the refusal of employment of Shri Raj Kumar Shrestha w.e.f. 09.06.2011 by the management of M/s. Boral Union Co-operative Bank Ltd. is justified?
2. To what relief, if any, is she entitled?

and I am taking both the issues together for consideration for the sake of convenience.

Here in this particular case the workman / applicant Raj Kumar Srestha adduced evidence as P.W.-1 and also examined another person Partha Sarathy Chakraborty as P.W.-2 and the Bank O.P. adduced only one evidence i.e. Arup Boral, Chief Executive of the Bank and as many as 18

documents have been marked Exhibits on behalf of the workman and 12 documents have been marked on behalf of the Company. The issue which was framed as issue No. 1 is “Whether the refusal of employment of Shri Raj Kumar Shrestha w.e.f. 09.06.2011 by the management of M/s. Boral Union Co-operative Bank Ltd. is justified?” The moot question which has been raised by the workman that he was appointed as temporary worker in the Bank in the year 2002 and his service was confirmed as per the decision of the Boral Administration vide letter dated 27.02.2011 which was marked Exhibit-3. So, he is a permanent staff of the Bank and terminated his service w.e.f. 09.06.2011 very unjustifiedly and illegally. It is the case of the workman that prior to 2011 the workman filed two letters dated 29.07.2008 and 30.07.2008 marked Ext. 1 & Ext. 2. Both the issues issued by the Secretary, Boral Co-operative Bank. Now I have to see Ext. 1 & 2. Ext. 1 reveals that the Bank decided and directed the workman to do in-house duty and Ext. reveals that he was directed and engaged in-ward and out-ward clearing duty. Ext. 3 i.e. the appointment letter clearly shows that he was appointed on daily wages basis not as a permanent employee.

The question which has been raised before me that the workman as a daily wages labour cannot claim confirmation of service and the Ld. Advocate for the Opposite Party Bank referred Section 25B of Industrial Disputes Act. The Section 25B runs like that,

“(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or as strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer, -

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than,

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than, -

- (i) ninety-five days, in the case of workman employed below ground in a mine; and
- (ii) one hundred and twenty days, in any other case.

Explanation – For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which, -

- (i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) act, 1946 (20 of 1946), or under the Act or under any other law applicable to the industrial establishment;
- (ii) he has been on leave with full wages, earned in the previous years;
- (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

- (iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]”

Now I have to see whether the workman worked in the Bank 240 days continuously and uninterruptedly. But here from the scrutiny of the documents and evidence I do not find any iota of evidence that the workman worked 240 days in preceding 12 months prior to his alleged termination on 09.06.2011.

According to the judgement of the Hon'ble Apex Court in Bhavnagar Municipal Corporation – Vs. – Jadeya Govubha Chhanuva reported in (2014) 16 SCC 130, the Hon'ble Apex Court held “it is fairly well settled that for an order of termination of the services of a workman to be held illegal on account of non-payment of retirement compensation, it is essential for workman to establish that he was in continuous service of the employer within the meaning of Section 25B of the ID Act, 1947, for the workman to succeed in that attempt he was required to show that he was in service for 240 days in terms of Section 25B(2)(a)(II). The burden to prove that he was in actual and continuous service of the employer for the said period lay squarely on the workman. There is no averment on the part of the workman, that he had completed 240 days in service of the employer.

The same provisions of law has been echoed in different Judgments delivered by The Hon'ble High Courts recently. In Pappu Pathak –Vs.- Ms Bansal Brothers & Industrial reported in 2025(185)FLR Page 330, The Hon'ble Delhi High Court held that the Learned Counsel for the petitioner could not point out even a shred of evidence to show that any of the petitioner worked for more than 240 days in 12 months immediately preceding the date of alleged termination of their services. The workman should work 240 days in preceding 12 months prior to his alleged termination on 09.06.2011.

In view of the discussions made hereinabove and on careful consideration of the materials on record and keeping it in mind the legal proposition as cited by the parties, the Tribunal observes that the workman has failed to substantiate his claim of continuous employment under the management of M/s. Boral Union Co-operative Bank Ltd. since 2002. The documentary and oral evidence adduced by the workman do not establish that he was in regular employment of the bank prior to his engagement on daily wages basis with effect from 27.02.2011.

The workman has also failed to establish that he had worked for 240 days in twelve calendar months preceding the alleged date of refusal of employment so as to attract the protection under Section 25F of the Industrial Disputes Act, 1947. The burden to prove continuous service of 240 days lies upon the workman, which in the instant case, has not been discharged.

The allegation of illegal refusal of employment by the management w.e.f. 09.06.2011 is also not supported by any credible evidence. On the contrary, materials on record reveal that the workman did not report for duty even after being called upon by the management to resume his duties. There is no satisfactory proof that the workman attended his duties on 08.06.2011 or 07.09.2011 as alleged by him. Thus, the plea of refusal of employment does not stand established.

In view of the above findings, it is held that the workman has failed to prove that his employment was illegally refused by the management and also failed to prove that he had rendered continuous service for 240 days in a year preceding the alleged refusal of employment.

It further appears from the evidence that the management had issued letter dated 06.06.2011 directing the workman to resume duty but the workman did not report for duty thereafter. The contention of the workman that he was not allowed to work on and from 09.06.2011 is not supported

by any reliable evidence. On the contrary, the materials on record indicate that the workman himself failed to resume duties and thereby abandoned his employment, if any, with the management.

In view of the above findings, this Tribunal is of the considered opinion that the workman has failed to establish that there was any refusal of employment by the management on and from 09.06.2011. He has also failed to discharge the burden of proof that he was in continuous service for not less than 240 days in the twelve months preceding the alleged date of refusal of employment.

Hence, the issue referred for adjudication, “Whether the refusal of employment of Sri Rajkumar Shrestha w.e.f. 09.06.2011 by the management of M/s. Boral Union Co-operative Bank Ltd. is justified and to what relief, if any, is he entitled?” is answered in the negative and against the workman. The workman is, therefore, not entitled to any relief whatsoever.

Hence, it is

ORDERED

That the that the termination of service of Sri Raj Kumar Srestha w.e.f. 09.06.2011 is justified and he is not entitled to get any other relief / reliefs as prayed for.

Accordingly, this case is disposed off on contest and this order is to be treated as an Award of this Tribunal.

Let the necessary number of copies of this judgment and award be sent to the Secretary, to the Government of West Bengal, Labour Department, New Secretariat Buildings, 12th Floor, 1 No. Kiran Shankar Roy Road, Kolkata – 700 001.

Dictated & Corrected by me

Judge

-Sd-
(Amit Chattopadhyay)
Judge
Eighth Industrial Tribunal,
Kolkata
31.10.2025

GOVERNMENT OF WEST BENGAL
DIRECTORATE OF INDUSTRIAL TRIBUNALS
NEW SECRETARIAT BUILDINGS
BLOCK - 'A', 2ND FLOOR
1, KIRAN SANKAR ROY ROAD
KOLKATA - 700001

Memo. No.

Dated Kolkata, the 31.10.2025

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From: Shri Amit Chattopadhyay,
Judge,
8th Industrial Tribunal,
Kolkata - 1.

To : The Secretary to the
Govt. of West Bengal,
Labour Department,
New Secretariat Buildings, 12th Floor,
1, Kiran Sankar Roy Road,
Kolkata - 700 001.

Sub: An industrial dispute between M/s. The Boral Union Co-operative Bank Ltd. and its workman Sri Raj Kumar Srestha under Section 10 of the Industrial Disputes Act, 1947.

(Case No. VIII-24/2013)

Sir,

I am sending herewith the Award passed in the matter of an industrial dispute between M/s. M/s. The Boral Union Co-operative Bank Ltd., Boral Samabay Sarani, P.O. Boral, Dist. South 24-Parganas, Kolkata - 700154 and its workman Raj Kumar Srestha, Boral, Rishi Raj Narayan Pally, P.O. Boral, Kolkata -700 154 vide G. O. No 416-I.R./IR/11L-9/13 dated 19.04.2013 and reference no. 3115-IR/IR/3A-6/59, dated 21/06/1960 for adjudication.

Encl: As stated above.

Yours faithfully,

-Sd-
(Amit Chattopadyay)
Judge,
Eighth Industrial Tribunal,
Kolkata
30.10.2025

