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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 25137 of 2023
(Assigned)

Basanti Cotton Mill Karmachari Samity (INTUC) and Ors.
-Vs-
The State of West Bengal & Ors.

Mr. Nirmalya Dasgupta,
Mr. Debashis Kundu
... for the petitioners

Mr. Somnath Ganguly,
Ms. Kalpita Paul,
... for the State

Mr. Sankarsan Sarkar,
Mr. Aditya Kanodia,
Ms. Shreya Trivedi
... for the respondent nos. 5 & 6

The matter has been mentioned for correction of the order dated 5th February, 2025 insofar as it relates to Scheme. Let such correction be incorporated in the order dated 5th February, 2025 by inserting the correct Scheme.

SCHEME FOR IMPLEMENTATION OF THE AGREEMENT RECORDED IN THE AGREEMENT DATED 30/09/2022 READ WITH THE LETTER DATED 27/01/2025 (ANNEXED HERETO)

I. Quantification of Workers Dues and Compensation:

1. Agreement dated 30/09/2022 covers payment towards workers legal dues

Rs.12,55,89,852.68 up to 31/03/2022, this dues and compensations amount has been recalculated up to 31/03/2025 at Rs.12,98,36,090.12. This increase amount is due to increase in interest on gratuity payable up to 31/03/2025, and calculated as Full & Final payment towards workers total dues from the company.

2. The Workers Union representing all the workers of the industrial unit and the management of the industrial unit M/s. Aravali Enclave Private Limited on behalf of M/s. Swan Energy Limited (unit: Basanti Cotton Mills – Panihati) have mutually agreed that all legal dues/compensation, claims and demands of workers of the industrial unit are mutually determined settled and crystalized as per workers dues calculation chart up to 31/03/2025 at Rs.12,98,36,090.12 (Rupees Twelve Crores Ninety Eight Lacs Thirty Six Thousand Ninety and Twelve Paise), *attached.*

II. Provident Fund:

1. The Provident Fund (P.F.) dues of the Industrial Unit managed by Basanti Cotton Mills Limited Provident Fund is under Board of Trustees. Payment are being made to workers as and when claimed including principal and interest accrued thereon. Workers whose provident fund is outstanding for payment will be paid from the said fund managed by the Trustee as done earlier.

2. As and when the Provident Fund Commissioner takes over the Provident Fund of the workers of the industrial unit lying with the Board of Trustees M/s. Basanti Cotton Mills Limited Provident Fund. The outstanding will be transferred to the statutory authorities, and all payment of workers against the Provident Fund along with interest will directly be made to the individual workers by the said Statutory Authorities.

III. Payment:

1. The Management shall deposit the entire workers dues and compensation amounting to Rs.12,98,36,090.12 under an Escrow Bank Account to be opened with a Nationalized Bank, preferably as per Hon'ble High Court's direction for ultimate payout to the individual worker or their nominee/nominees or legal heirs;
2. The Escrow Account shall be initially opened in the name of "Aravali Enclave Private Limited" and the money shall be deposited within 31.03.2025. Upon nomination of the 4 representatives by each side in writing, such nominees shall be appointed as signatories of such Escrow Account with instruction to operate such bank account under joint signature of 1 member of each groups representatives, i.e. one nominee signatory of the Workers Union and one nominee signatory of the Management Group

3. It is agreed between the management and both the workers union that on deposit of aforesaid amount of Rs.12,98,36,090.12, no further dues would remain payable to the workers and such deposit shall be sufficient discharge of all dues as specified above of the management and such deposit shall be treated as a "No Dues Certificate" as to labour dues clearance of the said Basanti Cotton Mills, Panihati.
4. Further, the deposit will be sufficient NOC for all Government Department as far as workers dues are concern on any account whatsoever, payable by the Management. Management liability towards workers dues/compensation is complete once the settled amount is deposited with the bankers for payment to workers/employees. Such payment shall be made by the joint committee to the person as per the attached list.
5. The workers unions also agreed and confirmed that the both the union shall sign in future as and when required all the documents, intimation, letters informing to all the concerned department and statutory authorities as NOC as to clearance of labour dues once the settled amount of Rs.12,98,36,090.12 is deposited with the nationalized bank in terms of the Hon'ble High Court's order.
6. Payment of the dues of the individual worker will be upon the identity of the worker and/or their nominee/nominees or legal heirs as certified by the respective workers union, with

whom individual worker is/was a member. Identification of the individual worker and their nominee/nominees and/or their legal heir is the sole responsibility of the respective union and management.

7. The workers union shall ensure the identity of the workers and their nominee/nominees and/or their legal heir I certified and computed amount is also accepted/paid in full discharged of the all the claim and demand of such workers due. The workers, their nominee/nominees or their legal heirs shall sign all receipt/acknowledgement confirming receipt of the dues and final discharge of the liability as to clearance of the amount leaving "No Claim" whatsoever from the management.

IV. Disbursement Committee:

1. A committee will be formed comprising of 2 (Two) member/representative from the labour unions, one from each union and 2 (two) member/representative from the management to execute smooth release/payment of the amount due to each worker and/or their legal heirs.
2. Further, one member as appointed by the Hon'ble High Court, Calcutta will supervise and administer and advice to the committee and its day-to-day working.
3. The Disbursement Committee shall hold meetings from time to time and consider the applications / claims lodged with them for

release of dues to the workers. For such purposes the Disbursement Committee shall take necessary steps for publication in news paper with a view to inform the workers / their heirs to enable them lodge claims.

4. The payment to be made to each worker, his or her nominees or legal representative only by crossed A/c. payee cheque/Bankers' Draft. The cheque/draft will be issued in the name of the worker and/or their nominee/nominees and their legal heirs as certified by the respective union as per the working list having respective worker's token number and names mentioned against each.

V. Land/Parcel of land of the Mill:

1. It has been agreed and clarified between management and both the union representing the entire body of workers that simultaneously upon deposit of labour dues as above in the aforesaid Escrow Account the workers will have no claims against the company and will cooperate with the company for their possession of the factory land at Panihati, B.T. Road (map enclosed).

2. Only after deposit of the agreed amount, the Management will proceed of utilization the vacant areas of the land of the factory premises at B.T. Road, Panihati (as shown in the map) and there shall be full liberty in this regard to the management without any objection in any manner whatsoever.

VI. Labour Quarters of the Mill:

1. The other two parcels of the land belonging to the company are having present labour quarters (being areas outside the area shown in the plan attached) at Mahesh Banerjee Road and Tarapukuria, Panihati.
2. The Union shall make endeavour to shift out the workers / heirs of such workers from the Labour Quarters as and when payment is made to them by the Disbursement Committee and the management shall provide necessary rehabilitation to the respective workers as may be decided on case-to-case basis by the management and labour unions.
3. If any outsider is found in the labour quarters, i.e. any person who is neither a labour nor heir of labour, the Management shall be responsible to deal with them separately in accordance with law.

The order dated 5th February, 2025 shall be read, meant and construed with the aforesaid corrections incorporated therein.

(**Arindam Mukherjee, J**.)