

অতিরিক্ত সংখ্যা কর্তৃপক্ষ কর্তৃক প্রকাশিত

ৰ্হস্পতিবার, এপ্রিল ১০, ১৯৯৭

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

শ্রম ও জনশতি মাত্রণালয় প্রভাপন

তারিখ, ১২ই ফাল্যনে ১৪০০/২৪শে ফের্রারী ১৯৯৭

এস, আর, ও নং ৪৮-আইন/৯৭প্রজম/শা-৯/রায়-৪/৯৬/(অংশ)—Industrial Relations Ordinance, 1969 (XXIII of 1969) এর 37(2) এ প্রদত্ত ক্ষমতাবলে সরকার দ্বিতীয় শ্রম আদালত, ঢাকার নিন্দ বর্ণিত মামলাসম্হের রায় ও সিন্ধান্ত এতন্বারা প্রকাশ করিল, যথা ঃ—

	মালার নাম	নম্বৰ/বৎসর
51	অভিযোগ মামলা নং	05/58
21	विद्यांश गांचना नः	60/28
	(कोकनांदी मामना नः	05/58
01	वारे, वात, ७ मोमना नः	60/58
81	चिंदियांश मामना नः	26/62
c1	जांद्रे, जांत्र, '७ मांगला नः	308/86
61	चिंद्रियांश गामना नः	69/50.
91	चिंदियोशं योगनी नः	৬৮/৯৫
Al		50/5¢
51	विद्योगं मामना नर	02/50
201	षांहे, षांत्र, ७ गोनना नः	00/86
- 221	व्यक्तियांत्र मामना नः	80/56
251	चिंदियांश गांगना नः	80/56
201	व्यक्तियार्थ गामना नर	
		লীর মো: সাথাওয়াত হোসেন উপ-সচিব (শ্রম)।

(2059)

म्ला : जेका ७.००

চেয়ারম্যানের কার্যালয়, শ্বিতীয় শ্রম আদালত, শ্রম ভবন (৭ম তলা), ৪নং রাজউক এভিনিউ, ঢাকা। অভিযোগ মামলা নং-৫৯/৯৪

মাহব্ব আল,
ড্রাফটস ম্যান,
বি, আই, ডব্লিউ, টি, সি,
প্রযম্ভে বি. আই, ডব্লিউ, টি, সি ওয়ার্কাস ইউনিয়ন,
১৯, বংগবন্ধ্ব, সড়ক,
করিম মার্কেট, নারায়ণগঞ্জ—প্রথম পক্ষ।

वनाम

- (১) বাংলাদেশ অভ্যন্তরীন নৌ-পরিবহন কপোরেশন, পক্ষে—ইহার চেরারম্যান।
- ম্থা কর্মচারী ব্যবস্থাপক,
 বাংলাদেশ অভ্যন্তরীন নৌ-পরিবহন কর্পোরেশন,
 সর্ব সাকিন-ও, দিলকুশা বাণিজ্যিক এলাকা,
 থানা মতিঝিল, ঢাকা—দ্বিতীয় পক্ষরণ।

আদেশের কপি

ष्पारम्थ नः २० जातिथ, ७-১०-৯७

মামলাটি শ নানীর জন্য ধার্য আছে। প্রথম পক্ষ অনুপস্থিত। তাহার নিযুক্তীয় বিজ্ঞাইনজীবী জনাব এস, এ হক জানান যে, মামলাটি চালাইবার জন্য প্রথম পক্ষের instruction নাই। দিবতীয় পক্ষেব বিজ্ঞাইনজীবী হাজিরা দিয়াছেন। মালিক পক্ষের সদস্য জনাব আনোয়ার,ল আফজাল এবং শ্রমিক পক্ষের সদস্য জনাব মাম্নুর রশিদ চৌধুরী উপস্থিত আছেন। তাহাদের সমন্বয়ে আদালত গঠিত হইল। নথি দেখিলাম। অদ্য তারিখের প্রেবিও প্রথম পক্ষের নিযুক্তীর বিজ্ঞাজনজীবী ২ তারিখ সময়ের দবখাসত দিয়াছেন। ইহাতে প্রতীয়মান হয় যে, প্রথম পক্ষ মামলাটি চালাইতে অনাগ্রহী। কাজেই, মামলাটি খারিজযোগা। সদস্যদের সহিত আলোচনা করা হইয়াছে। স্তরাং এইরুপ ;

आ(मण

আদেশ হইল যে—মামলাটি প্রথম পক্ষের অন্পিহিত জনিত কারনে খারিজ করা হইল।

(মোঃ আদব্র রাজ্ঞাক)
চেয়ারম্যান,
শ্বিতীয় শ্রম আদালত, ঢাকা।

চেয়ারম্যানের কার্যালয়, শ্বিতীয় শ্রম আদা**লত,**শ্রম ভবন (৭ম তলা),
৪নং রাজউক এভিনিউ, ঢাকা।
অভিযোগ মামলা নং ৬০/৯৪

বি, আই, ডব্লিউ, টি, সি, প্রযক্ষে বি, আই, ডব্লিউ, টি, সি, ওয়ার্কাস ইউনিয়ন, ১৯, বংগবন্ধ, সড়ক, করিম মার্কেট, নারায়ণগঞ্জ—প্রথম পক্ষ।

वनाम

- বাংলাদেশ অভ্যন্তরীণ নৌ-পরিবহন কপোরেশন, পক্ষে—ইহার চেয়ারম্যান।
- (২) মুখ্য কর্মচারী ব্যবস্থাপক, বাংলাদেশ অভ্যন্তরীন নৌ-পরিবহন কর্পোরেশন, সর্ব সাকিন-৫, দিলকুশা বাণিজ্যিক এলাকা, থানা মতিবিল, ঢাকা—শ্বিতীয় পক্ষণণ।

আদেশের কপি

जारमण नः २० जातिथ, ७-५०-५६

মামলাটি শ্নানীর জন্য ধার্য আছে। প্রথম পক্ষ অনুপশ্হিত। তাহার নিযুত্তীর বিজ্ঞানকানী জনাব এস, এ, হক জানান বে, মামলাটি চালাইবার জন্য প্রথম পক্ষের instruction নাই। ন্বিতীর পক্ষের বিজ্ঞ-আইনজানী হাজিরা দিয়াছেন। মালিক পক্ষেব সদস্য জনাব আনোয়ার,ল আফজাল এবং প্রমিক পক্ষের সদস্য জনাব মাম্নুর রশিদ চৌধ্রী উপস্থিত আছেন। তাহাদের সম্বরে আদালত গঠিত হইল। নথি দেখিলাম। অদ্য তারিখের প্রেও প্রথম পক্ষের নিযুক্তীয় বিজ্ঞ-আইনজানী ২ তারিখ সময়ের দরখালত দিয়াছেন। ইহাতে প্রতীয়মান হয় বে, প্রথম পক্ষ মামলাটি চালাইতে অনাগ্রহী। কাজেই, মামলাটি খারিজযোগ্য। সদস্যদের সহিত আলোচনা করা হইয়াছে। সত্তরাং এইর,প;

আদেশ হইল যে-মামলাটি প্রথম পক্ষের অনুপিস্থিত জনিত কারনে খারিজ করা হইল।

(মোঃ আব্দুর রাজ্জাক)
চেরারম্যান,
দিবতীয় শ্রম আদালত,
ঢাকা।

চেয়ারম্যানের কার্যালার, দ্বিতীয় শ্রম আদালজ, শ্রম ভবন (৭ম তলা), ৪নং রাজউক এডিনিউ, ঢাকা। ফোফদারী মোকদামা নং ১/১৪

ন্র মোহান্দদ, পিতা আলী মোহান্মদ, ২৮/এ, দক্ষিণ শাহজাহানপরে রেলওয়ে কলোনী, থানা মতিঝিল, ঢাকা-১০০০—অভিযোগকারী।

वनाभ

- (১) মোঃ আলা উদ্দিন, ম্যানেজিং পার্টনার, আল-আমিন ক্লিনিক।
- (২) ডাঃ মনোয়ারা বেগম,
 কিনিক ইনচার্জ,
 আল-আমিন কিনিক।

 (পরে ঠিকানাঃ
 হোলিডং নং ১৯/এ,
 মহাথালী, ঢাকা-১২১৯)।

 বর্তমান ঠিকানাঃ
 ১০/৪, ৩য় কলোনী,
 মাজার রোড (রাইস মিলের সাথে),
 লালকুটি মিরপার, ঢাকা—আসামী।

আদেশের কাপ

To day is fixed for hearing charge. Complaniant is present by filing hajira. Accused files a petition under section 241(A) Cr. p.c. praying for release from the accusation. Heard both sides perused the records. It has been alleged in the petition filed under section 241(A) Cr. P.C. that in direction of the order of the Ld. Labour Court the complainant was allowed to join his duties and to receive the back wages but the complainant in spite of the receipt of the back wages has not turned up to his duties. The Ld. Advocate for the complainant does not oppose the contents of the application. It otherwise means the complainant has no matereals in his faver to proceed with the case in support of the allegations made in his petition of complaint. In the facts and circumstances I find no reason to frame the charge against the accused's It is, hereby

ORDERED

that the accused no (1) Md. Alauddin and (2) Dr. Monowara Begum representated by her appointed Advocate Mr. Kabiruddin Ahmed be released in accordance with the provisions of section 241(A) Cr. p.c. and they are also be released from their respective bail bonds.

(MD. ABDUR RAZZAQUE)

Chairman,

Second Labour Court, Dhaka.

চেয়ারম্যানের কার্যালয়, দ্বিতীয় শ্রম আদালত, শ্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, ঢাকা।

बारे, बात, ७, मामना नर- ७०/১৪

ইদিস মিয়া, পিতা মৃত মমতাজ উদ্দিন, গ্লাম ও ডাক্ষর কাঁচপরে, জেলা নারারণগঞ্জ—প্রথম পক্ষ।

वनाभ

- (১) নির্বাহী প্রকৌশলী, অপারেশন ও মেন্টেনেন্স, নারারণগঞ্জ বিদ্যুৎ সরবরাহ, বিউকো, নারারণগঞ্জ।
- তত্ত্বাবধায়ক প্রকৌশলী, প্রওস সার্কেল,
 ঢাকা বিদ্যাৎ সরবরাহ, বিউকো, ঢাকা—িশ্বতীয় পক্ষগণ।

আদেশের কপি

बाटम्म नर-२७, जातिथ ১७-১১-১७।

মামলাটি শ্নানীর জন্য থার্য আছে। উভর পক্ষ হাজিরা দিয়াছেন। মালিক পক্ষের সদস্য জনাব কাজী খোরশেদ আলী ও শ্রমিক পক্ষের সদস্য জনাব এস, এ খালেক উপস্থিত আছেন। তাহাদের সমন্বয়ে আদালত গঠিত ইইল।

Heard the Ld. Advocate of both the parties on the point of maintainability of the case. The first party has sought relief praying to pass and order directing the second party to allow him to join his former post with back wages with effect from 1-3-1983 (as per the ammended plaint).

Description of the plaint case is avoided for the sake of brevity and convenience. It is not however disputed that the complainant Idriss Mia had been serving in the office of the 2nd party No. 2 as grade B Fitter with effect from the year of 1964 till his resignation on 31-10-83 on health ground and that his resignation had been accepted by the impugned order passed vide order

No. e, শ্রেং(প্রেম্)নাল্যপ্র/৯৫৪-১/৯০৭ date 5-5-90 by the 2nd party No. 2. In the circumstances prayer of the complainant to allow him to join in his former post as per application dated 1-3-90 along with the medecal fitness certificate as made to the 2nd party No. 2 for not being considered by the authority, the instant case is maintainable or not is a question before the for determination.

Point for determination:

(1) Whether the case is maintainable or not ?

Findings and Determination

Ld. Advocate for the second parties in the above context submits that the complainant is not a worker within the definition of section 2(xxviii) of the Industrial Relations Ordinance, 1969 in view of his tendering resignation on 31-10-83 and its acceptance on 5-5-90. As per ourselves we have seen the contexts of the plaint and written statement filed by the 2nd party and documents filed by the complainant in firisti. The complainant appears to have ceased to be worker inview of his tendering resignation on 31-10-83 and its acceptance by the 2nd party on 5-5-90 as per the office order of the 2nd party No. 2. (The copy of which appears to have been sent to the complainant as per the photo copy being filed in firisti.)

In the context of the facts of the case it needs to be mentioned here that the Ld. Advocate for the 2nd party submits that complainants remaining away from office from 31-10-83 with effect from the date of resignation and submission of an application on 1-3-90 along with a medical fitness certificate secured from a private practitioner seeking resumption of duty reveals a long gap of time between the submission of resignation and the petition for seeking resumption of duty. He further submits that as per the rule No. 34 of the B.S.R. Part, 1 in case a government servant remains absence from duty with leave or without leave continuously for five years he Ceases to be a government employee. In the Employment of Labour (Standing Orders) Act, 1965 a worker loses his lien after 10 days in case he does not return to duty from leave and in such case his absence from duty is treated as misconduct for ultimate dismissal of worker. But in the instant case remaining of absence is not or leave or without leave but after submission of resignation, Therefore, he Ceased to be a worker long before i.e. on the submission of tendering resignation on 31-10-83. In consideraton of the above submissions of the parties and the papers or record. I am lead to say that prayer of the complainant for direction upon the 2nd parties to allow the complainant to join in his former post with back wages does not deserve consideration in this I.R.O case as he is not a worker within the meaning of section 2 (xxviii) of the I.R.O 1969. Ld. Members, however, in course of consultation submit that the complainant may seek his relief in the payment of wages Act, 1936 in case the complainant's claim of wages is not satisfied. In the context of Ld. Members opinion. I am to say further that the

complainant can set up his claim for due wages if any upon the 2nd party under the Payment of wages Act, 1936 if not otherwise barred.

In accordance, thereof, it is hereby.

ORDERED

that the I.R.O case be dismissed on the ground of non-maintainability on contest, however, without any order as to costs.

Let three copies of the judgement and order be sent to the government for necessary action.

(MD. ABDUR RAZZAQUE)

Chairman, Second Labour Court, Dhaka.

চেয়াবম্যানের কার্যালয়, দ্বিতীয় প্রম আদালত, প্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, ঢাকা। অভিযোগ মোকদ্দমা নং-৫৯/১৯১৫

মোঃ বাদশাহ মিরা, প্রাক্তন ভেনো টাইপিন্ট, পিতা মৃত দুলুমিরা চৌধ্রনী, সাং রারখালী, পোন্ট কাশ্চাই, জেলা রাংগামাটি, পার্বতা অঞ্চল—প্রথম পক্ষ।

বনাম

- (১) বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ড, পক্ষে—ইহার চেয়ারম্যান, ওয়াপদা ভবন, মতিঝিল বাণিজ্যিক এলাকা, ঢাকা-১০০০।
- (২) উপ-পরিচালক-২,
 কর্মচারী পরিদশ্তর, বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ড ওয়াপদা ভবন, মতিবিল বাণিজ্যিক এলাকা, চাকা--১০০০।

- (৩) উপ-পরিচালক-১,
 তদনত ও শংখলা,
 বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ডা,
 ওয়াপদা ভবন,
 মতিঝিল বাণিজ্যিক এলাকা,
 ঢাকা--১০০০।
 - (৪) পরিচালক,
 প্রকৌল একাডেমী,
 বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ড,
 কাশ্তাই—শ্বিতীয় পক্ষগণ।

আদেশের কপি

आरम्भ नर-५१, जातिथ २५-५५-५७

মামলাটি প্রথম পক্ষের ইং ১৯-১১-৯৬ তারিখের মামলা প্রত্যাহারের দরখাসত অদ্য আদেশের জন্য পেশ করা হইরাছে। প্রথম পক্ষের বিজ্ঞ-আইনজীবী জনাব আন্দল কুশ্দুস ও শ্বিতীয় পক্ষের বিজ্ঞ-আইনজীবী জনাব তোফায়েলার রহমান উপস্থিত আছেন। মালিক পক্ষের বিজ্ঞ-সদস্য জনাব ফরেজ আহাম্মদ ও প্রমিক পক্ষের সদস্য জনাব ফরেলাহ ক মন্ট্ উপস্থিত আছেন। তাহাদের সমন্বয়ে আদালত গঠিত হইল। উভর পক্ষের বিজ্ঞ-আইনজীবীগণের বন্ধব্য শ্নিলাম। প্রথম পক্ষ মোঃ বাদশা মিয়া মামলাটি প্রত্যাহার করার অনুমতি প্রার্থনা করেন। বিজ্ঞ-সদস্যদের সহিত আলোচনা করা হইয়াছে। স্কুতরাং এইর্প:

चारमण

হইল যে—মামলাটি প্রত্যাহার করার জন্য প্রথম পক্ষ মোঃ বাদশা মিয়াকে অনুমতি প্রদান করা হইল।

> (মো: আব্দ্র রাজ্ঞাক) চেয়ারম্যান, শ্বিতীয় শ্রম আদালত, ঢাকা।

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার চেয়ারম্যানের কার্যালয়, দ্বিতীয় শ্রম আদালত, শ্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, ঢাকা।

बारे, बात, ७, साकम्ममा नश-२०৯/৯৫

মোঃ মইন্ল হোসেন,
পিতা ম্বনী আব্দলে আজিজ,
গ্রাম দক্ষিণ সিড্যা, ডাকঘর দারলে আমান,
থানা ডাম্ড্যা, জিলা শরিরতপরে।
বর্তমান ঠিকানা ৬/এ, রাজা শ্রীনাথ খ্রীট,
লালবাগ, ঢাকা-১২১১—প্রথম পক্ষ।

বনাম

- ন্যাশনাল লাইফ ইংস্কারেল্স কোম্পানী লিমিটেড, পক্ষে—উহার ব্যবস্থাপনা পরিচালক,
 ৭৯. মতিঝিল বাণিজ্যিক এলাকা, ঢাকা।
- (২) চেরারামান,
 ন্যাশনাল লাইফ ইনস্কারেন্স কোম্পানী লিমিটেড,
 ৭৯. মতিঝিল বাণিজ্যিক এলাকা, ঢাকা।
- ব্যবহহাপনা পরিচালক,
 ন্যাশনাল লাইফ ইনস্কেল্স কোম্পানী লিমিটেড,
 ৭৯, মতিবিল বাণিজ্যিক এলাকা, ঢাকা—িদ্বতীয় পক্ষগণ।

আদেশের কপি

व्याप्तम न१-58. जातिथ : 8-55-5%

মামলাটি শ্নানীর জনা ধার্য আছে। মালিক পক্ষের সদস্য জনাব ফরেজ আহাদ্মদ ও শ্রমিক পক্ষের সদস্য জনাব ফজল,ল হক মন্ট্র উপদ্হিত আছেন। তাহাদের সমন্বরে আদালত গঠিত হইল। উভয় পক্ষ উপদ্হিত। দ্বিতীয় পক্ষ মামলাটির রক্ষণীয়তার বিষয়ে আপত্তি দাখিল করিয়াছেন। উভয় পক্ষের বন্ধবা শ্নিলাম। দ্বিতীয় পক্ষ কর্তৃক ২২-৬-৯৪ ইং তারিখে প্রথম পক্ষকে বরখাদত করা হয় এবং উহার প্রেক্ষিতে অর আদালতে অভিযোগ মামলা নং-৪৪/৯৬ বিচারাধীন। কাজেই, অর আই, আর; ও মামলাটি রক্ষণীয়তার অভাবে অচল। সদস্যদের সহিত আলোচনা করা হইয়াছে। স্ত্বাং এইর্প:

खारमध

হইল যে—মামলাটি দোতরফা শ্লানীতে রক্ষণীয় নহে বিধায় বিনা খরচে থারিজ করা হইল।

(মোঃ আব্দ্রে রাম্প্রাক) চেরারম্যান দ্বিতীয় শ্রম আদালত, ঢাকা।

OFFICE OF THE CHAIRMAN, SECOND LABOUR COURT SRAMO BHAVAN, 6TH FLOOR, 4, DIT AVENUE, DHAKA.

Complaint Case No. 67/95

Babul Singh, S/o. Late Kalu Singh, Rakhal Babur Bari, Darogahat By-Lane, P.O. Sadarghat, Chittagong—First Party.

VERSUS

Chief Executive, Standard Chartered Bank, Box-536, 18—20, Motijheel C/A, Dhaka—Second Party.

Present: Md. Abdur Razzaque, Chairman, Janab Abdur Rob, Member, Janab Md. Mohiuddin, Member.

Dated, 17-11-96

JUDGEMENT

This Complaint case is under section 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965.

For the disposal of the complaint it needs to be, stated, in brief, in the following:

That the first party filed the complaint under section 25(1)(b) of the employment of Labour (Standing Orders) Act, 1965 disclosing that he was a permanent worker of Standard Chartered Bank at Chittagong. He was appointed by the Standard Chartered Bank at Chittagong as Durwan by the letter 230/A, dated 10-01-1974 and his service was confirmed after completion of his period of probation. He had been discharging his duties as Security Guard honestly, efficiently and to the entire satisfaction of his superior. The 2nd party by a letter dated 30-12-93 suddenly terminated his service alleging that in view of the recent restructuring of the Bank in Bangladesh and the need to have fully trained and equipped guard management of the Bank decided to terminate his service with effect from 01-01-1994 enclosed therewith a certificate of his honest and sincere service: The first party on 5-1-94 as per section 25(1)(a)

of the Employment of Labour (Standing Orders) Act, sent a grievance petition requesting the 2nd party to withdraw the impugned order of termination and reinstate him in his former post with back wages on the grounds that it was in fact an order of dismissal from his service in the garb of termination. The impugned order also caste stigma on him as he was a fully and equipped guard and as such it was possible on his part to serve the Bank as its guard since first February 1974 with all satisfaction of the management. So the impugned order was not a termination simplicitor, ra it was malafide and highly motivated and as such violative of the principal of natural justice and by such the or impugned order the Bank has also terminated the service of three other guarbs. Hence, the first party was contrained to file this complaint.

Chief Executive, Standard Chartered Bank, as second party has prayed to dismiss the case on ground of non-maintainablity on the basis of an application where is it has been raised, amongest other, that the case in barred by the provisions as contained in proviso 25(b) of the Employment of Labour (Standing Orders) Act, 1965 as the first party was terminated under section 19(1) of the above said Act offering him all final benefits as admissible. The case is also barred by limitation, in view of its filling on 18-7-95 inspite of the fact that the alleged termination letter was issued on 30-12-93 and that the instant complain case for its earlier filling with self same ground before the Learned Labour Court, Chittagong and withdrew of it from there and against filling. before this court by inserting new date and new address of the second party being a new plaint deserves no consideration by this Court. The impugned termination letter for being issued from the Dhaka office of the Standard Chartered Bank located at 18-20 Motifheel Commercial Area, P.S. Motifheel having been fallen within the jurisdiction of the Learned First Labour Court this Court has no competency to hold trial of this case and that it for sueing the second party on wrong designation and motivatedly for not making the Bank a party in this case the complaint case is bad for defect of parties.

POINTS FOR DETERMINATION

- (1) Whether the case is barred by law ?
- (2) Whether the alleged termination is termination Simplicitor or with a stigma ?
- (3) Whether the case is maintainable or not ?

FINDINGS AND DETERMINATIONS

Points Nos 1-3:

All these points are takenup together for discussion for the sake of brevity and convenience.

Appointment of the first party as Darwan i.e. security Guard in the Standard Chartered Bank at Chittagong on 10-01-1974 and his alleged termination, with effect from 1-1-94 by the impugned order dated 30-12-93 is not disputed.

Ld. Advocate Mr. Mahabubul Hoque appearing for the first party contended that the impugned order of termination is not termination simplicitor, rather wih stigma calling for enquiry as to whether he was having persistent reputation as equipped guard since 1974 or not and thereby it is in effect an order of dismissal in the gurb of termination. It is further submitted that for not affording an opportunity to the first party to explain his conduct as a honest and sincere worker principal of natural justice has been violated and as such, it is liable to be setaside and the first party reinstated in service with all back wages. In support of his submission Mr. Hoque referred the ruling reported in XLVI DLR (AD) 1994 at page 1.

In view of above submission let us now quote the impugned order of termination which runs as follows:

"Date December 30th 1993.

SUBJECT: TERMINATION OF SERVICE

In view of the recent restructuring of the Bank in Bangladesh and the need to have fully trained and equipped guards, the management of the bank had decided to terminate your service with effect from 1-1-1994.

Therefore in accordance with the local law you will be paid the following as your terminal benefits:

Four months salary in lieu of notice.

One month salary for every completed year of service.

Provident Fund as per rules.

Gratuity.

In addition to the above the management has decided to give one extra month salary should you need any reference letter for future use the bank would be happy to give one.

Your Certificate of Service with Standard Chartered Bank is attached for any future reference.

Please be advised that your last day of service with the bank is 31st December 1993 and as such, our serice as a bank guard therefore ceases from 1-1-1994. All your terminal benefits will be paid to you on or before January 7, 1994.

You are therefore requested to contact Mr. Zulfiqar Hyder in the Accounts Department for settlement of all your outstandings.

On behalf of the bank I wish you all the success in your future.

With all best wishes.

Yours sincerely,

Sd/-S.M McCarthy Chief Executive Bangladesh."

STANDARD CHARTERED BANK BANGLADESH

CERTIFICATE OF SERVICE

This is to certify that Mr. Babul Singh has served Standard Chartered Bank since February 1, 1974, as Bank Guard. During this period that he served as Guard he was found to be dedicated, sincere, honest and hard working. He was never found unwilling to carry out the responsibilities reposed on him by the bank. His last date of service with the bank is December 31st, 1993. We wish Mr. Babul singh every success in pursuit of his future vacation.

Sd/-CHIEF EXECUTIVE, BANGLADESH.

Date: December 30, 1993."

The recitals of the impugned order on the face of it reveals that the service of the 1st party was terminated in the interest of restrucering of the Bank in Bangladesh and for Bank's requirement for fully trained and equipped guards. These recitals used in the impugned order do not lead us to conceive any illegal motive on the part of the second party for termination of the first party in as much the first party has been given a Certificate of his service depicting him to the effect that he was an honest, sincere and hard working and he was never found unwilling to carry out of responsibilities reposed on him by the bank.

In this state of affairs the impugned termination letter does not sound to any countrweary on the persistance reputation of the first party as guard. Therefore to my view of the alleged termination was termination simplicitor and not with a stigma and as such, I am of further opinion that this Court should not interfere the impugned order which primaface reavels allowing financial benefits in favour of the first party as admissible.

Regarding he question baring by law what it appears that the from the face of the petition of complaint that it was filed by the first party himself before the learned Labour Court Chittagong on 8-7-95 which was registered as case No. 9 of 1994. Subsequently it was filed on 18-7-95 in this court by the appointed advocate of the first party changing the address of the second party and was registrared as complaint case No. 67/95. The petition of complaint further discloses that the case records of 9 of 94 was returned by the Registrar, Chittagong Labour Court on 17-7-95 to the first party with indrosment for filing in the proper court i.e. the 2nd Labour Court, in Dhaka.

This indorsment does not appears to have any reference of the Court's order passed in the record of the aforesaid case requiring the Registrar Labour Court, Chittagong to return the petition of complaint to the first party for presentation in this Court. It may be mentioned here that the Registrar is not authorised to return the petition of complaint in absence of the Courts order. For not furnishing the Court's order regarding return of the petition of complaint to the first party. I am lead to say that this petition of complaint is all together a new case and as such is not maintainable in this court in as much as it was filed on 18-7-95 while the impugned order of termination was passed on 30-12-93 and grievance petition against the same sent on 8-1-94 and the case for not being filed within the prescribed period under section 25(a) of the Employment of Labour (Standing Orders). Act, 1965. In view of the above circumstances, I am to say further that the facts as educided in the ruling referred above differ from the facts and circumstances of this case and considering all these as facts I am of the opinion that the case is barred by the provisions to section 19(1) of the Employment of Labour (Standing Order's) Act, 1965 and also by section 25(a) of the above said Act. Ld. members have been consulted.

In the result, it is hereby

ORDERED

that the complaint case No. 67/95 be dismissed on contest, however, without any order as to costs.

Let three copies of the Judgements and order be sent to the Government for necessary action.

(MD. ABDUR RAZZAQUE)

Chairman, Second Labour Court, Dhaka.

OFFICE OF THE CHAIRMAN, SECOND LABOUR COURT SRAMO BHAVAN, 6TH FLOOR, 4, DIT AVENUE, DHAKA.

Complain Case No. 68/95.

Shah Alam,
S/o. Late Mohd. Mostafa,
Enayet Alir Bari,
Naya Bazar,
West Nasirabad,
P.O. Pahartali,
Chittagong—First Party.

Versus

Chief Executive, Standard Chartered Bank, Box 536, 18—20, Motijheel C/A, Dhaka—Second Party.

Present: Md. Abdur Razzaque, Chairman, Janab Abdur Rob, Member. Janab Md. Mohiuddin, Member. Dated.....

JUDGEMENT

This complaint case is under section 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965.

For the disposal of the complaint it needs to be, stated, in brief, in the following:

That the first party filed the complaint under section 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965 disclosing that he was a permanent worker of Standard Chartered Bank, at Chittagong and he was appointed as Durwan by the letter No. 1454/D, dated 15-12-66 and his service was confirmed after completion of his period of probation. He had been discharging his duties as Security Guard honestly, efficiently and to the entire satisfaction of his superior. The 2nd party by a letter dated 30-12-1993 suddenly terminated his service alleging that in view of the recent restructuring of the Bank in Bangladesh and the need to have fully trained and equipped guard, management of the Bank decided to terminate his dervice with effect from 1-1-94 enclosed therewith certificate of his honest and sincere service. The first party on 5-1-94 as per section 25(1)(a) of the Employment of Labour

(Standing Orders) Act, sent a grievance petition requesting the 2nd party to withdraw the impugned order of termination and reinstate him in his former post with back wages on the grounds that it was in fact an order of dismissal from his service in the garb of termination. The impugned order also caste stigma on him as he was a fully and equipped guard and as such it was pssible on his part to serve the Bank as its guard since 15-12-66 with all satisfaction of the management. So the impugned order was not a termination simplicitor, rather, it was malafide and highly motivated and as such violative of the principal of natural justice and by such type or impugned order the Bank has also terminated the service of three other guards. Hence the first party was constrained to file this complaint.

Chief Executive, Standard Chartered Bank, as second party has prayed to dismiss the case on ground of non-maintainability on the basis of an application where in it has been raised, amongst other, that he case is barred by the provisions as contained in proviso 25(b) of the Employment of Labour (Standing Orders) Act, 1965 as the first party was terminated under section 19(1) of the above said act offering him all final benefits as admissible. The case is also barred by limitation, in view of its filing on 18-7-95 inspite of the fact that the alleged termination letter was issued on 30-12-93 and that the instant complaint case for its earlier filing with self same ground before the Learned Labour Court, Chittagong and withdrawal of it from there and again filing before this court by inserting new date and new address of the second party being a new plaint deserves no consideration by this Court. impugned termination letter for being issued from the Dhaka office of the Standared Chartered Bank Located at 18-20 Motijheel Commercial Area, P.S. Motifheel having been fallen within the jurisdiction of the learned first Labour Court this Court has no competency to hold trial of this case and for suing the second party on wrong designation and motivatedly for not making the Bank a party in this case, the complaint case is bad for defect of parties.

POINTS FOR DETERMINATION

- (1) Whether the case is barred by law?
- (2) Whether the alleged termination is termination simplicitor or with a stigma?
- (3) Whether the case is maintainable or not?

FINDING AND DETERMINATION

Points Nos. 1-3.

All these points are takenup together for discussion for the sake of brevity and convenience.

Appointment of the first party as Durwan i.e. Security Guard in the Standared Chartered Bank at Chittagong on 15-12-1996 and his alleged termination, with effect from 1-1-95 by the impugned order dated 30-12-93 is not disputed.

Ld. Advocate Mr. Mahabubul Hoque appearing for the first party contended that the impugned order of termination is not termination simplicitor, rather with stigma calling for enquiry as to whether he was having persistent reputation as equipped guard since 1966 or not and thereby it is in effect an order of dismissal in the gurb of termination. It is further submitted that for not affording an opportunity to the first party to explain his conduct as a honest and sincere worker principal of natural justice of has been violated and, as such, it is liable to be set aside and the first party reinstated in service with all back wages. In support of his submission Mr. Hoque referred the ruling reported in XLVI DLR(AD) 1994 at page-1.

In view of above submission let us now quote the impugned order of termination which runs as follow:

Date: December 30th 1993

SUBJECT: TERMINATION OF SERVICE

In view of the recent restructuring of the bank in Bangladesh 2/3 and the need to have fully trained and equipped guards, the management of the bank has decided to terminate your service with effect from 1-1-1994.

Therefore in accordance with the local law you will be paid the following as your terminal benefits:

Four months salary in lieu of notice.

One month salary for every completed year of service.

Provident Fund as per rules.

Gratuity.

In addition to the above the management has decided to give one extra month salary.

Should you need any reference letter for future use the bank would be happy

Your Certificate of Service with Standard Chartered Bank is attached for any future reference.

Please be advised that your last day of service with the bank is 31st December 1993 and as such your service as a bank guard therefore ceases from 1-1-1994.

All your terminal benefits will be paid to you on or before January, 7, 1994. You are therefore requested to contact Mr. Zulfigar Hytier in the Accounts Department for settlement of all your outstandings. On behalf of the bank I wish you all the success in your future.

With all best wishes. Yours sincerely,

Sd/-S.M McCarthy Chief Executive-Bangladesh."

STANDARD CHARTERED BANK BANGLADESH

CERTIFICATE OF SERVICE

This is to certify that Mr. Shaha Alam has server Standard Chartered Bank since January 1, 1968 as Bank Guard. During this period that he served as Guard he was found to be dedicated, sincere, honest and hard working. He was never found unwilling to carry out the responsibilities reposed on him by the bank. His last date of service with the bank is December, 31st, 1993. We wish Mr. Shaha Alam every success in pursuit of his future vacation.

Sd/CHIEF EXECUTIVE,
BANGLADESH.
Data: December 30, 1993.

The recitals of the impugned order on the face of it reveals that the service of the first party was terminated in the interest of restrucering of the Bank in Bangladesh and for Bank's requirement to fully trained and equipped guards. These recitals used in the impugned order do not lead us to conceive any illegal motive on the part of the second party for termination of the 1st party in as much the first party has been given a certificate of his service depicting him to the effect that he was an honest, sincere and hard workingman and he was never found unwilling to carry out of responsibilities reposed on him by the bank.

In this state of affairs, the impugned termination letter does not sound to any contrary on the persistant reputation of the first party as guard. Therefore, to my view the alleged termination was termination simplicitor and not with a stigma and as such, I am of further opinion that this court should not interfere the impugned order which primaface reavels allowing financial benefits in favour of the first party as admissible. Regarding the question of baring by law what it appears that the from the face of the petition of complaint it was filed by the first party himself before the learned Labour Court,

Chittagong on 1-2-94 and was registrared as case No. 10 of 1994. Subsequently, it was filed in this court on 18-7-1995 by the appointed advocate of the first party changing the address of the second party and it was registrared in this court as complaint case No. 68/95. The petition of complaint further discloses that the case records of 10 of 94 was returned by the registrar, Chittagong Labour Court on 17-7-1995 to the first party with indorsement for filing in the proper court i.e. the 2nd Labour Court in Dhaka.

This indorsement does not appears to have any reference of the Court's order passed in the record of the aforesaid case requiring the Registrar, Labour Court, Chittagong to return the petition of complaint to the first party for presentation in this court. It may be mentioned here that the Registrar is not authorised to return the petition of complaint in absence of the Courts order. For not furnising the Court's order regarding refurn of the petition of complaint to the first party, I am lead to say that this petition of complaint is all together a new case and as such is not maintainable in this court in as much as it was filed on 18-7-95 while the impugned order of termination was passed on 30-12-93 and grievance petition against the same sent on 8-1-94 and the case for not being filed within the prescribed period under section 25(a) of the Employment of Labour (Standing Orders) Act, 1965. In view of the above circumstances, I am to say further that the facts as elucided in the ruling referred above differ from the facts and circumstances of this case and considering all these as facts I am the opinion that the case is barred by the provisions to section 19(1) of the Employment of Labour (Standing Order's) Act, 1965 and also by section 25(1)(a) of the above said act. Ld. members have been consulted.

In the result, it is hereby

ORDERED

that the complaint case No. 68/95 be dismissed on contest, however, without any order as to costs.

Let three copies of the Judgement and order be sent to the Government for necessary action.

(MD. ABDUR RAZZAQUE)

Chairman,
Second Labour Court, Dhaka.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH OFFICE OF THE CHAIRMAN, SECOND LABOUR COURT SRAMO BHAVAN, 6TH FLOOR, 4, DIT AVENUE, DHAKA.

Complaint Case No. 90/95

Md Majid,
Son of Late Hafizur Rahman,
Bashir Alam Shaheb's House,
Village West Sakpura,
Post Office Sakpura,
Police Station Boalkhali,
District Chittagong—First Party.

Versus

Chief Executive,
Standard Chartered Bank,
H. S. Shurawardi Road.
Opposite Govt. New Market,
Chittagong, and
Dhaka Branch,
Box 536,
18—20, Motijheel,
Dhaka-1000—Second Party.

Present: Md. Abdur Razzaque, Chairman.
Janab Abdur Rob, Member.
Janab Md. Mohiuddin, Member.

Dated 17-11-96.

JUDGEMENT -

This complaint case is under section 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965.

For the disposal of the complaint it needs to be, stated in brief, in the following:

That the first party filed the complaint under section 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965 disclosing that he was a permanent worker of Standards Chartered Bank. He was appointed by the said Bank as is Durwan vide letter No. 561/A, dated 1-7-1971 and his service was confirmed after completion of his period of probation. He had been discharging his duties as Security Guard honestly, efficiently and to the entire satisfaction of his superior. The 2nd party by a letter dated 30-12-93 suddenly terminated

his service alleging that in view of the recent restructuring of the Bank in Bangladesh and the need to have fully trained and equipped guard management of the Bank decided to terminate his service with effect from 1-1-94 enclosed therewith a certificate of his honest and sincere service. The first party on 5-1-94 as per section 25(1)(a) of the Employment of Labour (Standing Orders) Act, sent a grievance petition requesting the 2nd party to withdraw the impugned order of termination and reinstate him in his former post with back wages on the grounds that it was in fact an order of dismissal from his service in the garb of termination. The impugned order also caste stigma on him as he was a fully and equipped guard and as such it was possible on his part to serve the Bank as its guard since first July 1971 with all satisfaction of the management. So the impugned order was not a termination simplicitor, rather, it was malafide and highly motivated and as such violative of the principal ofnatural justice and by such type of impugned order the Bank has also terminated the service of three other guards. Hence, the first party was constrained to file this complaint.

Chief Executive, Standard Chartered Bank, as second party has prayed to dismiss the case on ground of non-maintainability on the basis of an application where in it has been raised, amongst other, that the case is barred by the provisions as contained in proviso 25(b) of the Employment of Labour (Satnding Orders) Act, 1965 as the first party was terminated under section 19(1) of the above said Act offering him all final benefits as admissible. The case is also barred by limitation, in view of its filling on 14-12-95 inspite of the fact that the alleged termination letter was issued on 30-12-93 and that the instant complaint case for its earlier filling with self-same ground before the learned Labour Court, Chittagong and withdrawal of it from there and again filing before his court by inserting date and new address of the second party being a new plaint deserves no consideration by this Court. The impugned termination letter for being issued from the Dhaka office of the Standard Chartered Bank located at 18-20 Motijheel Commercial Area, P.S. Motijheel having been fallen within the jurisdiction of the Learned First Labour Court this Court has no competency to hold trial of this case and for sueing the second party on wrong designation and motivatedly for not making the Bank a party in this case, the complaint case is bad for defect of parties.

POINTS FOR DETERMINATION

- (1) Whether the case is barred by law?
- (2) Whether the alleged termination is termination simplicitor or with a stigma?
- (3) Whether the case is maintainable or not?

FINDING AND DETERMINATIONS

Points Nos. 1-3:

All these points are takenup together for discussion for the sake of brevity and convenience.

Appointment of the first party as Durwan i.e. security Guard in the Standard Chartered Bank at Chittagong on 15-7-1971 and his alleged termination, with effect form 1-1-95 by the impugned order dated 30-12-93 is not disputed.*

Ld. Advocate Mr. Mahabubul Hoque appearing for the first party contended that the impugned order of termination is not termination simplicitor, rather with stigma calling for enquiry as to whether he was having persistant reputation as equipped guard since 1971 or not and thereby it is in effect an order of dismissal in the gurb of termination. It is further submitted that for not affording an opportunity to the first party to explain his conduct as a honest and sincere worker principal of natural justice of has been violated and as such, it is liable to be setaside and the first party reinstated in service with all back wages. In support of his submission Mr. Hoque referred the ruling reported in XLVI DLR (AD) at page-1.

In view of above submission let us now quote the impugned order of termination which runs as follows:

Date, December 30th 1993.

SUBJECT: TERMINATION OF SERVICE.

In view of the recent restructuring of the Bank in Bangladesh and the need to have fully trai ed and equipped guards, he management of the bank has decided to terminate your service with effect from 1-1-1994.

Therefore in accordance with the local law you will be paid the following as your terminal benefits:

Four months salary in lieu of notice.

One month salary for every completed year of service.

Providend Fund as per rules.

Gratuity.

In addition to the above the management has decided to give one extra month salary should you need any reference letter for future use the bank would be happy to give one.

Your Certificate of service with Standard Chartered Bank is attached for any future reference.

Pleace be advised that your last day of service with the bank is 31st December 1993 and as such, your service as a bank guard therefore ceases from 1-1-1994. All your terminal benefits will be paid to you on or before Janaury 7, 1994. You are therefore requested to contact Mr. Zulfiqar Hyder in the Accounts Department for settlement of all your outstandings.

On behalf of the bank I wish you all the success in your future. With all best wishes.

Yours sincerely, Sd/-S. M. McCarthy Chief Executive Bangladesh."

"STANDARD CHARTERED BANK BANGLADESH CERTIFICATE OF SERVICE

This is to certify that Mr. Mohd Majid has served Standard Chartered Bank since July 1, 1971, as Bank Guard. During this period that he served as Guard he was found to be dedicated, sincere honest and hard working. He was never found unwilling to carry out the responsibilities reposed on him by the bank. His last date of service with the bank is December, 31st 1993. We wish Mr. Mohd Majid every success in pursuit of his future vocation.

Sd/-

CHIEF EXECUTIVE,

BANGLADESH.

Date: December 30, 1993,"

The recitals of the impugned order on the face of it reveals that the service of the first party was terminated in the interest of restructaring of the Bank in Bangladesh and for Bank's requirement to fully trained and equipped guards. These recitals used in the impugned order do not lead us to conceive any illegal motive on the part of the second party for termination of the first party in as much the first party has been given a Certificate of his service depicting him to the effect that he was an homest sincere and hard workingman and he was never found unwilling to carry out of responsibilities reposed on him by the bank.

In this state of affairs the impugned termination letter does not sound to any contrary on the persistance reputation of the first party as guard. Therefore, to my view the alleged termination was termination simplicitor and not with a

stigma and as such, I am of further opinion that this Court should not interfere the impugned order which primaface reavels allowing financial benefits in favour or the first party as admissible.

Regarding the question of baring by law what it appears that the from the face of the petition of complaint it was filed by the first party himself before the learned Labour Court Chittagong on 1-2-94 and was registered as case No. 6 of 1994. Subsequently, it was filed 14-12-95 by the appointed advocated of the first party changing the address of the second party and was registrared in this Court as complaint case No. 90/95. The petition of complaint further discloses that the case records of 6 of 94 was returned by the Registrar, Chittagong Labour Court on 17-7-95 to the first party with indrosment for filing in the proper court i.e. the 2nd Labour Court, in Dhaka and thereafter on 13-12-95 in views of an application by the first party.

These indorsements do not appear to have any reference of the court's order passed in the record of the aforesaid case requiring the Registrar Labour Court, Chittagong to return the petition of complaint to the first party for presentation in this Court. It may be mentioned here that the Registrar is not authoristed to return the petition of complaint in absence of the Courts order. For not furnishing the courts order regarding return of the petition of complaint to the first party. I am lead to say that this petition of complaint is all together a new case and as such is not maintainable in this court in as much as it was filed on 14-12-95 while the impugned order of termination was passed on 30-12-93 and grievance petition against the same sent on 5-1-94 and the case for not being filed within the prescribed period under section 25(a) of the Employment of Labour (Standing Orders) Act, 1965. In view of the above circumstances, I am to say further that the facts as elucided in the realing reffered above differ from the facts and circumstances of this case and considering all these as facts I am the opinion that the case is barred by the provisions to section 19(1) of the Employment of Labour (Standing Order's) Act, 1965 and also by section 25(1)(a) of the above said Act, Ld. Members have been consulted.

In the result, it is hereby

ORDERED

that the compalint case No. 90/95 be dismissed on contest, however, without any order as to costs.

Let three copies of the Judgement and order be sent to the Government for necessary action.

(MD. ABDUR RAZZAQUE)

Chairman,
Second Labour Court, Dhaka.

চেয়ারম্যানের কার্যালয়, দ্বিতীয় প্রম আদালত প্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, ঢাকা। আই, আর, ও, কেস নং-২/৯৫

আৰুল হাই, পিয়ন, বিএডিসি, ঘিওর ইউনিট, জেলা মানিকগঞ্জ-ৰাদী।

वनाभ

- (১) সহকারী প্রকোশলী (পাম্প), বি, এ, ডি, সি, মানিকগঞ্জ, উত্তর জোন, জেলা মানিকগঞ্জ।
- (২) বি, এ, ডি, সি প্রতিনিধিছে—
 চেয়ারম্যান,
 ক্ষি ভবন,
 দিলকুশা বা/এ,

 ঢাকা—বিবাদীগণ।

আদেশের কপি

আদেশ নং-২৬ তারিথ ২৯-৯-৯৬

মামলাটি শ্নানার জন্য ধার্য আছে। প্রথম পক্ষ অনুপদ্হিত। তাহার নিব্ন্তীর আইনজীবী জনাব লিয়াকত আলী লিখিতভাবে জানান যে তাহার কোন instruction নাই এবং প্রথম পক্ষ আনক দিন বাবত অনুপদ্হিত। দ্বিতীয় পক্ষের বিজ্ঞ-আইনজীবী সময়ের দরখাদত দিয়াছেন। মালিক পক্ষের সদস্য জনাব ফরেজ আহাম্মদ ও শ্রমিক পক্ষের সদস্য জনাব ফজলাল হক মন্ট্র উপস্থিত। তাহাদের সমন্বয়ে আদালত গঠিত হইল। নথি দেখিলাম এবং বিজ্ঞ-আইনজীবীগণের বস্তব্য শ্নিলাম। দ্বিতীয় পক্ষের সময়ের প্রার্থনা অগ্রাহ্য হইল। অদ্য তারিখের প্রেও প্রথম পক্ষ ৭ তারিখ অনুপদ্হিত ছিলেন। ইহাতে প্রতীয়মান হয় বে, প্রথম পক্ষ মামলাটি চালাইতে অনাগ্রহী। কাজেই মামলাটি খারিজ যোগ্য। সদস্যদের সহিত আলোচনা করা হইয়াছে। স্ত্রাং এইরাপ:

আদেশ

হইল যে মামলাটি প্রথম পক্ষের অনুপশ্হিত জনিত কারনে খারিজ করা হইল।

(মোঃ আব্দুর রাজ্জাক)

চেরারমানে,

দ্বিতীয় শ্রম আদালত, ঢাকা।

চেরারম্যানের কার্যালয়, ন্বিতীয় শ্রম আদালত শ্রম ভবন (৭ল তলা), ৪ নং রাজউক এভিনিউ, চাকা। অভিযোগ কেস নং-০০/১৯৯৬

শামীমা আন্তার (লাকি),
অপারেটর, কার্ড নং-২৫,
জৈনারেল সেক্রেটারী,
রংপান্তর শ্রমিক কর্মচারী ইউনিয়ন রেজিঃ নংঢাকা-২৩৮৩,
ঠিকানাঃ ১২৬, উত্তর ম্গদাপারা,
ঢাকা-১২১৭—প্রথম পক্ষ।

वनक

ম্যানেজিং ডাইরেক্টর, রুপান্তর লিঃ, ফেক্টঃ জনতা জবন, ১/১, দক্ষিণ কমলাপ্রর, ঢাকা-১২১৭—ন্বিতীয় পক্ষ।

व्यादमस्यत्र कीशः

আদেশ নং-১০ তারিখ ২৪-১১-১৬

প্রথম পক্ষ শামীমা আক্তার (লাকী) অদ্য উপস্থিত হইয়া মামলাটি প্রত্যাহার করার জন্য দরখানত দিয়াছেন। প্রথম পক্ষ মামলাটি অদ্য আনায়ন করার জন্য ভিন্নভাবে দরখানত দিয়াছেন।
নিথি অদ্য পেশ করা হইয়াছে। মালিক পক্ষের সদস্য জনাব ফয়েজ আহাম্মদ ও শ্রমিক পক্ষের সদস্য জনাব ফয়েজ আহাম্মদ ও শ্রমিক পক্ষের সদস্য জনাব ফজলন্ল হক মন্ট্র উপস্থিত আছেন। তাহাদের সমন্বয়ে আদালত গঠিত হইল।

প্রথম পক্ষের বিজ্ঞ-আইনজীবা জনাব এ, কে, এম নাসিমের বন্ধবা শ্বনিলাম। মামলাটি উভর পক্ষের মধ্যে নিষ্পত্তি হওরার আর চালানোর কারণ নাই বিধার প্রত্যাহার করার অন্মতি প্রদান করা যেতে পারে। সদস্যদের সহিত আলোচনা করা হইরাছে। স্বতরাং এইর্প:

जारमभ

হইল যে প্রথম পক্ষ শামীমা আক্তার (লাকী)কে মামলাটি প্রত্যাহার করার অনুমতি প্রদান করা হইল।

(মোঃ আব্দরে রাজ্জাক)
চেরারম্যান,
শ্বিতীর শ্রম আদালত, ঢাকা।

চেরারম্যানের কার্যালয়, ন্বিতীয় প্রম আদালত প্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, চাকা। অভিযোগ মোকদ্মাা নং-৪৩/১৬

আব্দুল লাতিফ, পিড়া মৃত আব্দুল শহিদ, গ্রাম মুসলিম নগর, পোঃ এনায়েত নগর, থানা ফতুল্লা, জেলা নারায়ণগঞ্জ। ত্রায়ী ঠিকানাঃ গ্রাম উত্তর মাদ্রাজ, পোঃ কাসেমগঞ্জ, থানা চর্ফ্যাশন, জিলা ভোলা—প্রথম পক্ষ।

ৰনাম

- হোসেন বোর্ড ইল্ডান্ট্রিজ মিলস লিঃ,
 পক্ষে-উহার ব্যবস্থাপনা পরিচালক,
 ২৬৩, তেজগাঁও শিল্প এলাকা, ঢাকা।
- ব্যবস্থাপনা পরিচালক,
 হোসেন বোর্ড ইন্ডান্টিজ মিলস লিঃ,
 এনারেতনগর, ফ্তুল্লা, নারায়ণগঞ্জ—ন্বিতীয় পঞ্চ।

আদেশের কপি

आरम्भ नर-७ छातिय २১-১১-৯৬

মামলাটি জবাব দাখিলের জন্য ধার্য আছে। প্রথম পক্ষ অদ্য উপস্থিত হইয়া মামলাটি প্রত্যাহার করার জন্য দরখাসত দিয়াছেন। দ্বিতীয় পক্ষ হাজিরা দিয়াছেন। মালিক পক্ষের সদস্য জনাব করেজ আহাস্মদ ও শ্রমিক পক্ষের সদস্য জনাব কজল ল হক মন্ট্র উপস্থিত আছেন। তাহাদের সম্বরের আদালত গঠিত হইল। উভয় পক্ষের বিজ্ঞ-আইনজাবীগণের বন্তব্য শ্রনিলাম। প্রথম পক্ষ আব্দুল লতিফ মামলাটি প্রত্যাহার করার অন্মতি প্রার্থনা করেন। সদস্যদের সহিত আলোচনা করা হইয়াছে। স্ত্রাং এইর্প;

वारमण

হইল যে—মামলাটি প্রত্যাহার করার জনা প্রথম পক্ষ আবন্দ লতিফকে অন্মতি প্রদান করা

(মোঃ আন্দ্রে রাজ্জাক) চেয়ারম্যান, দ্বিতীর প্রম আদালত, ঢাকা। চেয়ারম্যানের কার্যালয়, দ্বিতীয় প্রম আদাসত প্রম ভবন (৭ম তলা), ৪ নং রাজউক এভিনিউ, ঢাকা। অভিযোগ মামলা নং-৪০/১৬

মোঃ মহসীন প্রধান,
পিতা মোঃ আরফাত আলী প্রধান,
গ্রাম দড়ি হাইম ঘাড়া,
পাঃ মনিপ্রেরী বাজার, থানা রায়প্রো,
জেলা নরসিংদী।
বর্তমান ঠিকানা
১৫ নং ঢাকা ভারিং বোড,
ফকির মাকেটি, বিসিক,
টংগী, গাজীপ্রে—প্রথম পক্ষ।

ৰনাম

- (১) হকস ইন্ডান্ট্রিজ লিঃ, পক্ষে ইহার ব্যবস্থাপনা পরিচালক, ৫০, সিন্দেশ্বরী সাকুলার রোড, ঢাকা-১২১৭।
- (২) ব্যবস্থাপনা পরিচালক, হকস ইন্ডান্টিজ লিঃ, ৫০, সিম্পেশ্বরী সার্কুলার রোড, ঢাকা-১২১৭।
- (৩) কারখানা বাবন্হাপক,
 হক্স ইন্ডিউজ লিঃ,
 সি-১৬৪-১৬৫ বিসি শিল্প নগরী,
 টংগী, গাজীপরে—িবতীয় পক।

আদেশের কপি

আদেশ নং-ত তারিখ ৪-১১-৯৬

সামলাটি জবাব দাখিল করার জন্য ধার্য আছে। প্রথম পক্ষ অদ্য উপস্থিত হইয়া মামলাটি প্রত্যাহার করার জন্য দরখাসত দিয়াছেন। দ্বিতীয় পক্ষের বিজ্ঞ-আইনজীবী জবাব দাখিল করার জন্য সময়ের দরখাসত দিয়াছেন। মালিক পক্ষের সদস্য জনাব ফয়েজ আহাম্মদ ও শ্রমিক পক্ষের সদস্য জনাব ফজল্ল হক মন্ট্র উপস্থিত আছেন। তাহদের সমন্বরে আদালত গঠিত হইল। শ্বিতীর পক্ষের জবাব দাখিল করার জন্য সময়ের প্রার্থনা অগ্রাহ্য করা হইল। প্রথম পক্ষের বিজ্ঞ-আইনজীবীর বন্ধব্য শ্রেনিলাম এবং মামলা প্রত্যাহারের প্রার্থনা বিবেচনা করা হইল। সদস্যদের সহিত আলোচনা করা হইরাছে। স্কুতরাং এইরূপ;

जारमन

হ**ইল বে—প্রথম পক্ষকে মামলাটি প্রত্যাহার করার অন**্মতি প্রদান করা হইল। অব আদেশের ৩টি কপি সরকারের বরাবরে প্রেরণ করা হউক।

> (মোঃ আন্দ্রে রাজ্জাক) চেরারম্যান, শ্বিতীয় শ্রম আদালত, ঢাকা।