

MEMORANDUM OF SETTLEMENT

The Memorandum of settlement section 18(1) and Rule 59 of Industrial Disputes Act 1947 and
15 KIDS 1957

Employee Name: SOMYA RANJAN BOITY
Employer Number: JF-3556
Bangalore

I PARTY

AND
M/s Aquarelle India Pvt. Ltd.,
No.1/1, 51/1, Kallubalu Village, Jigani Hobli,
Anekal Tq., Bangalore. 560105

II PARTY

SHORT RECITAL OF THE CASE

Whereas the II party is running garment manufacturing unit at No.1/1, 51/1, Kallubalu Village, Jigani Hobli, Anekal Tq., Bangalore. 560105. and the II party intend to transfer the services of the I party workman to No.93,25/1, Kempanayakanahalli, Bannerghatta Dhakle, Bannerghatta Road, Bangalore 560083., with continuity of service and all consequential benefits. However, the workman has refused to go to the new premises in spite of all the facilities including transportation provided by the II Party and the I Party has decided to submit resignation and demanded full and final settlement. The II Party has also agreed to accept the resignation and relive the services of the I Party workman with immediate effect.

Both the parties have arrived at an amicable settlement after protracted and series of discussions and decided to settle the matter on the following terms and conditions:

1. The II party has offered and agreed to pay compensation of **Rs 32454** /- apart from other legal dues such as, salary dues for Jan 2021, Gratuity, Bonus till date, Leave encashment, etc., and the Ist party has given consent to accept the same.
1. That the Ist party agreed to come out of the third party union (GATWU) and withdraw the petition No DLC-2/PTN/CR-130 /202-21 raised before Deputy Labour Commissioner Division 2 and also undertake not to file any other cases in this regard before any court of law and shall not claim reinstatement of employment with the II party.
2. That the Ist party has accepted this offer of settlement on their will and volition.
3. The II party has agreed and Pay the said dues sum of **Rs 108621/-** vide bank transfer dated 15th Feb_2021 and I party has accepted and acknowledged the receipt of the same.
4. That this settlement is final, irrevocable and binding on both the parties. With this settlement the jural relationship of Employer and Employee will cease to exist.
5. The II party is at liberty to run the factory or shift the factory as per their discretion and the Ist party shall not interfere or claim re instatement of employment.

WHEREOF both the parties have agreed to affix the signature to this agreement on this day 13th of Jan 2021 before following witnesses

Witnesses-

1. *[Handwritten signature]*

BOITY

I PARTY - SOMYA RANJAN

II PARTY Shyam K Maipady

1. *[Handwritten signature]*