



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

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No. 408 Dispur, Wednesday, 12th August, 2026, 21st Sravana, 1948 (S. E.)

GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
LABOUR WELFARE DEPARTMENT

NOTIFICATION

The 7th August, 2026

ECF No. 826868/11.- Whereas dispute between Smti Anjana Chakraborty VS Mankind Pharma Ltd. was referred to the Presiding Officer, Labour Court, Guwahati constituted under the Industrial Dispute Act, 1947 for adjudication and whereas an Award has been given on the dispute by the said Labour Court vide Case No. 03/2026 Judgment dated 7.7.2026 as shown in the Annexure hereto.

Now, therefore, in exercise of the powers conferred by Section 17(1) of the Industrial Disputes Act, 1947 (Act. XIV of 1947) as amended, the Governor of Assam, is pleased to direct that the said Award to be published by notifying at the Office of the Labour Commissioner, Assam, Guwahati.

(A W A R D As in the Annexure)

ASHRAFUL AMIN,
Joint Secretary to the Government of Assam,
Labour Welfare Department.

IN THE LABOUR COURT OF ASSAM KAMRUP(M) AT GUWAHATI

Present: Sri Lohit Kumar Saikia, AJS
Presiding Officer
Labour Court, Guwahati.

Case u/s 2(A) No. 03/2026

PARTIES:-

(1) Smt. Anjana Chakraborty,

Represented by General Secretary of Centre of Medical and Sales

Representative's Union (North East Region) having its office CRU

Building Vivekananda Path, G.S Road, Ulubari, Guwahati.

..... **Applicants/ Workmen**

- Vs-

(1) Mankind Pharma Limited,

Represented by its President Global Human Resources having

Registered Office 208 Okhla Ind. Estate,

Phase-3, New Delhi-110020.

..... **O.P/Management**

APPEARANCE

For the Workmen : Mr. Fazluzamman Mazumdar

For the Management : None

Date of hearing/ argument : 27.5.2026

Date on which Judgement was reserved : 20-06-2026

Date of Judgment: 07-07-2026

AWARD

1. This proceeding has been initiated on the strength of petition No.190/2026 u/s 2A of the Industrial Act, 1947 by the workman with a prayer for full back wages due to illegal termination

The facts of the case of the workmen, in a nutshell, may be stated as follows:-

2. The case of the petitioner in a nutshell is that the workman, Anjana Chakraborty, was originally appointed as a Business Development Executive at Panacea Biotec (Pharmaceutical Formulation Business) vide appointment letter dated 21.08.2012. As per the terms of said appointment, the Applicant's designated Headquarter (HQ) was Silchar, Assam.
3. That, following a corporate restructuring in February 2020, the workman's services were transitioned to Panacea Biotec Pharma Limited, maintaining her position and Headquarter at Silchar.
4. That, on 24.02.2022, the workman was informed by Panacea Biotec that its domestic pharmaceutical brands and marketing team were being sold to M/S Mankind Pharma Limited (Management). Crucially, it was assured that the terms of service and compensation would not be less favourable than those enjoyed previously.
5. That, on the same day, the Management issued a "Welcome Letter" to the workman, reiterating that her service conditions would remain protected and no less favourable. Relying on this solemn assurance, the workman electronically accepted the offer.
6. That, surprisingly, when the formal Appointment Letter was issued by the Management on 01.03.2022, the Management unilaterally altered a fundamental condition of service. Despite the assurance of "not less

favourable" terms, the Management changed the workman's HQ from Silchar, Assam to Noida, U.P.

7. That, this change was not a routine administrative transfer but a pre-condition for appointment imposed by the new Management, which effectively forced the workman to relocate over 2,000 km away as a prerequisite to continued employment, thereby violating the "status quo" promised during the business acquisition.
8. That, the workman immediately requested the Management to rectify this discrepancy, noting it was contrary to previous assurances. However, the Management maintained a deliberate silence and failed to address her grievances.
9. That, the representing Trade Union (CRU) also intervened via email dated 05.04.2022, requesting the Management to repeal these unfavourable conditions. These requests were summarily ignored.
10. That, having no other recourse, the Trade Union raised an industrial dispute before the Assistant Labour Commissioner (ALC), Silchar, on 13.06.2022.
11. During the pendency of discussions, the Management issued an ultimatum on 14.08.2022, directing the Applicant to join at Noida HQ by 20.08.2022, failing which they threatened to treat her absence as "abandonment of service." This action was a clear attempt to circumvent the conciliation process.
12. ***Upon the pleadings of the parties, following issues were framed for adjudication-***
 - (i) Whether the suit is maintainable in present form and manner?
 - (ii) Whether the unilateral change of Headquarter of the workman from Silchar, Assam to Noida, U.P by the management, in violation of the assurance of "not less favourable terms and conditions"

contained in the welcome letter dated 24.4.2022, is illegal, arbitrary and void?

- (iii) Whether the action of the management in directing the workman to join at Noida under threat of treating her absence as "abandonment of service" amounts to unfair labour practice and constructive termination?
- (iv) Whether the workman is entitled to reinstatement at Silchar Headquarter with full back wages, continuity of service and all consequential benefits?
- (v) To what other relief(s) the parties are entitled to?

(13) Although the above mentioned issues were framed by hearing the learned counsel for workman. But after perusal of the case record it appears that the vital issues have not been framed, so issues are reframed as under for proper adjudication of the case :-

- (i) Whether the suit is maintainable in present form and manner?*
- (ii) Whether the unilateral change of Headquarter of the workman from Silchar, Assam to Noida, U.P by the management, in violation of the assurance of "not less favourable terms and conditions" contained in the welcome letter dated 24.4.2022, is illegal, arbitrary and void?*
- (iii) To what other relief(s) the parties are entitled to?*

14. During the course of hearing, workman adduced oral and documentary evidences in support of their cases.

The workman side adduced evidence of the following witnesses :

- (i) Smt. Anjana Chakraborty.
- (ii) Sri Rahul Purkayastha

15. The workman has exhibited the following documents:

DW1 Smt. Anjana Chakraborty exhibited the following documents:-

- (i) Exhibit-1 is the copy of appointment letter dated 21.08.2021
- (ii) Exhibit-2 is the communication dated 24.2.2022.
- (iii) Exhibit-3 is the welcome letter dated 24.2.2022.
- (iv) Exhibit-4 is the appointment letter dated 01.03.2022.
- (v) Exhibit-5 is the copy of email dated 05.04.2022.
- (vi) Exhibit-6 is the representation dated 13.6.2022 submitted before the Assistant Labour Commissioner.
- (vii) Exhibit-7 is the letter dated 14.8.2022.
- (viii) Exhibit-8 is the communication/ failure report dated 06.5.2025 issued by the Assistant Labour Commissioner.

SUBMISSIONS

13. I have heard learned counsel for the workman and also gone through the written argument. Learned counsel for the workman in his written argument has submitted that the present dispute arises out of the illegal and arbitrary action of the Management in changing the Headquarter of the workman from Silchar, Assam to Noida, Uttar Pradesh at the time of takeover of the pharmaceutical business of the Panacea Biotec by the Management company.

14. It has been further submitted that the workman was initially appointed under Panacea Biotec and her designated HQ since 2012 remained at Silchar, Assam and the workman rendered continuous service from the said HQ without interruption. That during the transition of business and employees to the Management company a categorical assurance was given vide communication dated 24.2.2022 and the "Welcome

Letter" issued by the Management that the terms and conditions of service would remain "not less favourable" than those already enjoyed by the workman.

Discussions, decisions and reasons thereof:

15. At the threshold, let us discuss **issue No.1** which is

Whether the case is maintainable in present form and manner?

16. The pleadings of the workman/ applicant reveals that this is a suit filed for service conditions and reinstatement of workman with full wages under section 2 A of Industrial Disputes Act. In this regard it is pertinent to bring out the provisions of section 2 A of Industrial Disputes which is reproduced as follows:-

"2A. [Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. [Inserted by Act 35 of 1965, Section 3 (w.e.f. 1.12.1965).]

(1)Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.](2)[Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate

Government. (3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).]”

It is therefore well established under the aforesaid provision of law that under Section 2A of the Industrial Disputes Act, 1947 (ID Act), the discharge, dismissal, retrenchment, or termination of services of an individual workman is deemed an "industrial dispute". It only applies to disputes arising from discharge, dismissal, retrenchment, termination, or refusal of employment. It does not apply to broader service condition disputes (like general wage revisions, transfers, or promotion policies). For disputes related to changes in general terms of employment or conditions of service (e.g., leave, shifts, wages), the ID Act relies on **Section 9A** and the **Fourth Schedule**, which govern the notice requirements for altering service conditions.

Therefore, from the above facts and circumstances, it can be held that the workman has not filed the present petition under the proper provision of law.

Accordingly, the issues is decided in negative.

ISSUE NO.-2

(i) Whether the unilateral change of Headquarter of the workman from Silchar, Assam to Noida, U.P by the management, in violation of the assurance of "not less favourable terms and conditions" contained in the welcome letter dated 24.4.2022, is illegal, arbitrary and void?

17. The pleadings of the workman discloses that workman was originally appointed as a Business Development Executive at Panacea Biotec and was rendering her service at Silchar HQ. However, the domestic

pharmaceutical brands and marketing team were sold to M/S Manking Pharma Limited and she was assured that the terms of service and compensation would not be less favourable than those enjoyed previously. However, when a formal appointment letter was issued by the Management on 01.03.2022, her place of posting was changed from Silchar to Noida.

18. Further perusal of evidence in affidavit of PW1 Smt. Anjana Chakraborty who is the workman of this case also shows that the workman has stressed and reiterated to base her case on the point of changing of her place of posting.
19. Now, clause-13 of workman's exhibit- No.1 which is copy of appointment letter dated 21.08.2022 issued by the management reveals that it has been specifically mentioned by the management that the services of the workman can be transferred to any of their plant, office, Associate, Division, affiliate of Panacea Biotec limited any where in India at the sole discretion of the Management. It has also been stated to her vide appointed letter that if she does not reports at the transferred location her services shall stand terminated.
20. It is well settled principle of law that **Transfer** is an incidence of **service** and is made in administrative exigencies. Normally it is not to be interfered with by the Courts. This Court consistently has been taking a view that orders of **transfer** should not be interfered with except in rare cases where the **transfer** has been made in a vindictive manner.
21. In the present case in hand the workman was well aware while accepting her appointment letter regarding the condition of transfer conveyed by the management, rather she did not join in her new place of posting.
22. Situated thus it can be held that the unilateral change of Headquarter of the workman from Silchar, Assam to Noida, U.P by the management, in violation of the assurance of "not less favourable terms and conditions"

contained in the welcome letter dated 24.4.2022 is not illegal, arbitrary and void.

23. Therefore, the issue is decided against the workman.

ISSUE NO.3

To what other relief(s) the parties are entitled to?

In view of discussions made in Issue in No.2 this issue is decided accordingly.

ORDER

In result the suit is dismissed.

Workman shall bear her own cost.

Judgment is pronounced in an open court, written in separate sheets and enclosed with the case record.

A copy of the award be forwarded to the appropriate government for information and publication in the official gazette.

The judgement is prepared and given under my hand and the seal of this Court and I signed and delivered this judgment on this the 7th day of July, 2026 at Guwahati.

L. K. SAIKIA,
Presiding Officer,
Labour Court, Guwahati.