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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 27th January 2005

No. 892-li/1(BH)-98/2000-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 8th November 2004 in Industrial Dispute Case No. 9/2001 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s Orissa Polyfibres Limited, Laxminagar, Dhenkanal and its Workman Shri Pranab Kishore Mohapatra was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 9 OF 2001

Dated the 8th November 2004

Present :

Shri P. K. Sahoo, o.s.J.S. (Jr. Branch)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

The Director .. First Party—Management
M/s Orissa Polyfibres Limited
At Laxminagar, P. O. Baulpur
Dist. Dhenkanal-7590311.

And

Shri Pranab Kishore Mohapatra .. Second Party—Workman
At Balabhadrapur Sasan (New)
P. O. Korian, Dist. Dhenkanal.

Appearances :

- For the First Party–Management .. 1. Shri N. Pany
General Manager (P. & A.).
2. Shri J. P. Jena
Deputy Manager (I. R.).

For the Second Party–Workman himself .. Shri Pranab Kishore Mohapatra

AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication, vide their Order No. 98—li/1(BH)-98/2002-L. E., dated the 24th February 2001.

“If Shri Pranab Kishore Mohapatra is a workman ? And whether the termination of Shri Mohapatra with effect from the 29th February 2000 by the Management of M/s Orissa Polyfibres Limited, Baulpur, Dhenkanal is legal and /or justified ? If not, to what relief Shri Mohapatra is entitled ?”

2. Both the parties are present and filed a joint petition for compromise drawn up in Form ‘K’ along with seven copies. Heard both the sides on the matter of compromise at length perused carefully the petition for compromised filed by the management and the workman. Being asked both the parties have admitted to have compromised the present case as per the terms of settlement drawn up in Form ‘K’. The workman has also admitted to have received a sum of Rs. 50,000 (Rupees fifty thousand) only from the management towards full and final settlement of all his legal dues with regard to his termination of service. The workman has also further stated that he will neither claim of his reinstatement in service in future nor any other financial claim against the management in any manner whatsoever. Both the parties have also agreed to drop the present Industrial Disputes Case No. 9 of 2001 as per the terms of settlement already reflected in Form ‘K’. Since both the parties have amicably settled their disputes. I feel inclined to allow the petition for compromise filed by both the parties jointly. In that view of the matter, the petition for compromise is allowed and therefore accepted. Accordingly an award is passed in terms of the settlement which do form part of the award.

Dictated and corrected by me.

P. K. SAHOO
8-11-2004
Presiding Officer
Labour Court, Bhubaneswar

P. K. SAHOO
8-11-2004
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
D. MISHRA
Under-Secretary to Government

FORM 'K'

Memorandum of Settlement, dated the 22nd September 2004 signed between the management of M/s Orissa Polyfibres Limited, Laxminagar, Dhenkanal and Shri Pranab Kishore Mohapatra, ex-Assistant Officer (Stores).

Representing the Management

1. Shri N. Pany
General Manager (P. & A.).
2. Shri J. P. Jena
Deputy Manager (I. R.).

Representing the Workman

1. Shri Pranab Kishore Mohapatra
himself.

Made part of the Award
P. K. SAHOO
8-11-2004
Presiding Officer
Labour Court, Bhubaneswar

SHORT RECITAL OF THE CASE

Whereas, Shri Pranab Kishore Mohapatra, ex-Assistant Officer (Stores) raised an Industrial Dispute pertaining to his termination from service with effect from the 29th February 2000 by the Management of M/s Orissa Polyfibres Limited, Laxminagar, Baulpur, Dhenkanal, before the District Labour Officer-*cum*-Conciliation Officer, Dhenkanal and on the basis of a report of failure of the said Conciliation proceeding, the Government of Orissa in exercise of powers under Section 10(1) (d), read with Section 12(5) of the Industrial Disputes Act, referred the said dispute to the learned Labour Court, Bhubaneswar for adjudication. The said reference has been numbered as Industrial Disputes Case No. 9/2001 in the file of the learned Labour Court, Bhubaneswar. The said matter is posted for hearing i.e., for evidence of the second party Shri Mohapatra.

2. Whereas, while the matter stood as above, Shri Pranab Kishore Mohapatra the second party in the above Industrial Disputes Case, approached the management of M/s Orissa Polyfibres Limited for favourable consideration of the case on humanitarian grounds and to settle the dispute out of Court on payment of some lump sum amount to him and to close the above Industrial Disputes Case at this stage through an out of Court Settlement.

3. Now, therefore, after several courses of discussions between the parties, with a view to get rid of the expensive and endless litigation and to maintain harmonious industrial relations, the management also agreed to the offer of Shri Mohapatra on principle and now, both the parties agreed to settle all their disputes and differences pertaining to the above Industrial Disputes Case arising out of the aforesaid termination of services of Shri Pranab Kishore Mohapatra and both the parties hereto resolve all their disputes and differences involve in the above Industrial Disputes Case and all matters incidental thereto in the following terms.

TERMS OF SETTLEMENT

It is agreed by and between the parties that—

1. The management will pay a sum of Rs. 50,000 (Rupees fifty thousand) only to Shri Pranab Kishore Mohapatra, the second party in the Industrial Disputes Case No. 9/2001 and whereas Shri Mohapatra agreed to receive the said sum as full and final settlement in

consideration of this amicable settlement of the disputes and differences between them involved in Industrial Disputes Case No. 9 of 2001 pending before the learned Labour Court, Bhubaneswar and any claim, whatsoever, incidental and /or consequential to his termination from service.

2. Shri Mohapatra further agreed to sign Voucher/Receipt/Registers in token of having received the above sum as full and final settlement of all claims, whatsoever, with the above-named management pertaining to Industrial Disputes Case No. 9 of 2001, and incidental thereto.

3. On signing of this Settlement all the disputes/claims/ grievances of Shri Mohapatra pertaining to Industrial Disputes Case No. 9/2001 and all matters incidental to and arising out of his termination of service, against the management shall stand fully resolved/settled and satisfied. The claims and disputes of Shri mohapatra pertaining to reinstatement and full-back-wages as in Industrial Disputes Case No. 9/2001 shall also stand settled on signing of this settlement and fully satisfied and Shri Mohapatra shall not raise any dispute/ventilate any grievance, whatsoever, against the management pertaining to his services rendered under the management before any Authority/Forum/Courts, whatsoever, in any manner. Also consequent upon the signing of their settlement any claims/complaints either filed by Shri Mohapatra or on his behalf, before any Court/Forum against the management, if all, shall stand infructuous and dismissed as voluntarily withdrawn.

4. On signing of this settlement both the parties shall file a joint petition along with required number of copies of this settlement before the learned Labour Court, Bhubaneswar in Industrial Disputes Case No. 9 of 2001 with a prayer to pass an Award in the said Industrial Disputes Case in terms of this settlement as has been arrived at by the parties amicably, out of Court.

5. Both the parties sign this settlement on the 22nd day of September, 2004 voluntarily with their own accrued and volition without being actuated on any out-side-influence, pressure, force or coercion of any nature, whatsoever.

6. The above amount is paid at Court premises today i.e., the 22nd September 2004 in the form of Cheque for Rs. 50,000 (Rupees fifty thousand) only drawn in favour of Shri Pranab Kishore Mohapatra bearing Cheque No. 328376, dated the 22nd September 2004 payable at Dhenkanal.

Witnesses :

- | | |
|--------------------|---|
| 1. Illegible | 1. Nabaghana Pany, 22-9-2004
(N. Pany)
General manager (P. & A.) |
| 2. S. K. Mohapatra | 2. Iron Prakash Jena, 22-9-2004
(J. P. Jena)
Deputy Manager (I.R.)
M/s. Orissa Polyfibres Limited. |
| | 3. Pranab Kishore Mohapatra |