

The Orissa Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1104 CUTTACK, MONDAY, AUGUST 7, 2006/SRAVANA 16, 1928

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 14th July 2006

No. 6364–li/1(B)-127/2001-L. E.–In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 6th May 2006 In Industrial Dispute Case No. 15/2002 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of the Secretary, Orissa Khadi and Village Industries Board, Kharvela Nagar, Bhubaneswar/The Development Officer, Udyogopuri, Orissa Khadi and Village Industries Board, Kharvela Nagar, Bhubaneswar and its workman Shri Achyutananda Muduli, At/P.O. Bhainchua, Via Balakati, Dist Khurda/Shri Pradeepta Kumar Das, C/o Shri Achyutananda Muduli, At/P.O. Bhainchua, Via Balakati, Dist Khurda was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE
IN THE LABOUR COURT, BHUBANESWAR
INDUSTRIAL DISPUTE CASE No. 15 OF 2002
Dated the 6th May 2006

Present :

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

Between :

- | | | |
|---|----|-------------------------|
| 1. The Secretary
Orissa Khadi and Village Industries Board
Kharvelanagar, Bhubaneswar. | .. | First Party–Managements |
| 2. The Development Officer, Udyogpuri
Orissa Khadi and Village Industries Board
Kharvelanagar, Bhubaneswar. | | |
| And | | |
| 1. Shri Achyutananda Muduli
At/P.O. Bhainchua, Via Balakati
Dist. Khurda. | .. | Second Party–Workmen |

2. Shri Pradeepta Kumar Das
C/o Shri Achyutananda Muduli
At/P.O. Bhainchua, Via Balakati
Dist. Khurda.

Appearances :

For the First Party–Managements . . . Shri Daitari Barik, Assistant Law Officer
For the Second Party–Workman himself . . . Shri Pradeepta Kumar Das

AWARD

The State Government in exercise of powers conferred by sub-section (5) of Section 12, read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the matter in dispute to this Court in the Labour & Employment Department Memo. No. 1488(6)-L.E., dated the 5th February 2002 for adjudication and Award.

2. The terms of reference may briefly be stated as follows :

“ Whether the action of the management of Orissa Khadi and Village Industries Board, Bhubaneswar in terminating the services of Shri Pradeepta Kumar Das and Shri Achyutananda Muduli with effect from the 17th September 1999 is legal and/or justified ? If not, to what relief they are entitled to ?”

2. Both the parties are present.

At this stage, both the parties filed a memorandum of settlement drawn up in Form-K and prayed to pass an award in terms thereof. The terms of settlement are readover and explained to both the parties and they admitted the same to be true and correct.

In view of the compromise the workman received a lump sum amount of Rs. 3,682.50 (Rupees three thousand six hundred eighty-two and paise fifty) only from the management towards full and final settlement and accordingly he endorsed his signature in the order sheet. The settlement being fair is recorded. An award is passed accordingly and the terms of settlement do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO
6-5-2006
Presiding Officer
Labour Court, Bhubaneswar

P. K. SAHOO
6-5-2006
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
N. C. RAY
Under-Secretary to Government

FORM 'K'

Before the Presiding Officer, Labour Court, Orissa, Bhubaneswar

Industrial Dispute Case No. 15/2002

For the First Party—Management . . . Orissa Khadi & V. I. Board, Bhubaneswar
Vrs.

For the Second Party—Workmen . . . Shri P. K. Das & Others

Made part of the Award

P. K. SAHOO

6-5-2006

Presiding Officer

Labour Court

Bhubaneswar.

IN THE MATTER OF PETITION FILED FOR MEMORANDUM OF SETTLEMENT UNDER
FORM - K OF RULE 64

1. That the schedule of reference is “whether the action of the management of Orissa Khadi & Village Industries Board, Bhubaneswar in terminating the services of Shri Pradeepta Kumar Das and Shri Achutananda Muduli with effect from the 17th September 1999 is legal and/or justified ? If not, to what relief they are entitled ?”

SHORT RECITALS OF THE CASE

2. That the case is *sub judice* before this Hon'ble Court for hearing. But in the meanwhile, the Second Party Workman Shri Pradeepta Kr. Das has represented the First Party Management to settle the dispute and to pay him the arrear wages and notice pay alongwith E. P. F. as he is no longer interested to continue the case against O.K. & V.I. Board. He has also stated to settle the dispute amicably without any other claim as stated earlier in his petition.

The subject matter of the case in brief that the 2nd party, Shri P. K. Das has claimed for reinstatement in service with full backwages. But as per submission of the 1st Party management, the workman is not entitled for any backwages or reinstatement in service since he was a daily wage worker, no engagement order was given to him nor there was any post available under the 1st Party management and also the 2nd Party was a schematic worker as per O.K. & V.I.B. Regulation 25 and above all the unit is not in existence since long due to schematic/temporary nature of the scheme.

That now being convinced and satisfied of the action of the 1st party management, the 2nd Party workman has voluntarily come forward and agreed upon for an amicable settlement of the issues as per the following terms and conditions and the 1st Party O.K. & V.I. Board is also agreed upon for the said settlement.

TERMS OF SETTLEMENT

That the 2nd Party Workman has not received his daily wages from the 1st Party for the month of August 1999 for Rs. 1136.50, September 1999 for Rs. 1409.50 and Notice pay with effect from the 8th October 1999 to the 7th November 1999 for Rs. 1136.50, totalling of Rs. 3682. 50 paise apart from Employees Provident Fund dues as per actual calculation. The Second Party has also given in writing to the 1st Party that he would not claim any amount other than the amount mentioned above and the 1st Party has agreed upon for payment of Rs. 3682.50 along with E. P. F. share to the 2nd Party Workman as per actual calculation. The Second Party Workman will not claim for reinstatement in service and he has agreed to withdraw the case filed by him against 1st Party.

That the 2nd Party Workman shall not claim any other amount in future or service/ engagement under the 1st Party which is binding on him as per the terms of this amicable settlement.

Under the aforesaid circumstances it is prayed that the Hon'ble Court may be pleased to allow the Parties for amicable settlement of the I. D. Case and for which the parties as in duty bound shall ever pray.

Bhubaneswar
Dt. 6-5-2006

Witnesses

1. Daitari Barik, Assistant Law Officer, O.K. & V.I. Board
2. Dambarudhara Das, V.D.A., O.K. & V.I. Board

1. By the 1st Party
[ILLEGIBLE]
Secretary
Orissa Khadi & V. I. Board
Bhubaneswar

2. By the 2nd Party
Pradeepta Kr. Das
Dt. 4-4-2006
Pratap Chandra Das
Secretary
Orissa Khadi & V. I. Board
Bhubaneswar