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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 12th January 2006

No. 350-li/1(B)-167/1991(Pt.)-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 28th November 2005 in Industrial Dispute Case No. 220 of 1991 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s Orissa Synthetics Limited, Dhenkanal and its workman represented through Orissa Synthetics Limited Employees' Union, Lakshminagar, Baulpur, Dhenkanal was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 220 OF 1991

Dated the 28th November 2005

Present :

Shri P. K. Sahoo, o.s.j.s. (Jr. Br.)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

The Management of .. First Party—Management
M/s Orissa Synthetics Limited,
Dhenkanal.

And

Its Workman represented through .. Second Party—Workman
Orissa Synthetics Limited
Employees' Union, Lakshminagar,
Baulpur, Dhenkanal.

Appearances :

For the First Party—Management .. Shri J. P. Jena

For the Second Party—Workman himself .. Shri Bidyut Kumar Nath

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. 13339—li/1(B)-167/1991-L.E., dated the 23rd September 1991 :

“Whether the termination of services of Shri B. K. Nath by way of striking off his name from the Muster Roll with effect from the 13th July 1991 by the management of Orissa Synthetics Limited, Baulpur, Dhenkanal is legal and/or justified ? If not, is the workman entitled to any relief ?”

2. The case record is put up today on the strength of the advance petition filed by the management as well as the workman.

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 read over 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. 56,291 (Rupees fifty-six thousand two hundred and ninety one) only 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 the settlement do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO
28-11-2005
Presiding Officer
Labour Court, Bhubaneswar

P. K. SAHOO
28-11-2005
Presiding Officer
Labour Court, Bhubaneswar

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

FORM - K

(Rule 64 of Orissa Industrial Disputes Rules, 1959)

Memorandum of Settlement, dated the 28th November 2005 signed between the Management of M/s Orissa Synthetics (Division of J. K. Corporation Limited), Baulpur, Dhenkanal and Shri Bidyut Kumar Nath, S/o Nikunja Bihari Nath, Ex-Workman, WG-IV of Utility Department.

Representing the Management

1. Shri J. P. Jena

Representing the Workman

1. Shri Bidyut Kumar Nath
(Himself).

Made part of the Award

P. K. SAHOO

28-11-2005

Presiding Officer, Labour Court
Bhubaneswar

SHORT RECITAL OF THE CASE

Whereas, Shri Bidyut Kumar Nath, Ex-Workman, WG-IV of Utility Department raised an industrial dispute before the District Labour Officer, Dhenkanal, pertaining to struck of his name from the Muster Rolls of the Company with effect from the 13th July 1991 by the Management of M/s Orissa Synthetics (Division of J.K. Corporation Limited), Baulpur, Dhenkanal, as a result of abandonment of his service. On the basis of the report of failure of the said conciliation proceedings, the Government of Orissa in exercise of power 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 registered as Industrial Disputes Case No. 220 of 1991 in the file of the said Labour Court, Bhubaneswar. The above matter is posted for hearing on the Petition filed by the Workman at argument stage after closing down the evidence by both the Parties.

2. Whereas, while the matter stood as above, Shri Bidyut Kumar Nath, the Second Party Workman in the above Industrial Disputes Case, approached the First Party Management 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 course 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 request of the second party workman on principle and now, both the parties agreed to settle their disputes and differences pertaining to the above Industrial Disputes Case arising out of the aforesaid removal from services of Shri Bidyut Kumar Nath 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

Both the parties agreed to the following terms and conditions :—

1. It is agreed by and between the parties that, the workman shall be paid 1 month wages in lieu of notice and the same has been fixed at Rs. 1,410 (Rupees one thousand four hundred and ten) only.
2. It is agreed by and between the parties that, besides the above benefits, the workman shall be paid gratuity for 5 (five) completed years of service, payable under the payment of Gratuity Act, 1972 and the same has been calculated at Rs. 4,067.31 (Rupees four thousand sixty seven and paise thirty one) only.
3. It is agreed by and between the parties that, the Earned Leave (E.L.) accrued till the date of dismissal of service which has been calculated at 15 days, shall be encashed to the workman on the basis of his last wages and the same has been settled at Rs. 813.46 paise (Rupees eight hundred thirteen and paise forty-six) only.
4. It is further agreed by and between the parties that, the first party Management will pay a lump sum amount of Rs. 50,000 (Rupees fifty thousand) only to Shri Bidyut Kumar Nath, the Second Party workman in the Industrial Disputes Case No. 220 of 1991 and whereas Shri Nath 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. 220 of 1991 pending before the learned Labour Court, Bhubaneswar and any claim, whatsoever, incidental and/or consequential to his termination from services of the First Party Management.
5. The Second Party agreed to sign Voucher/Receipt/Registers in token of having received the abovenoted sums as full and final settlement of all claims, whatsoever, with the above named Management pertaining to Industrial Disputes Case No. 220 of 1991 and incidental thereto.
6. It is agreed by and between the parties that, after signing of this settlement, the workman either individually or through his Union or any Agency shall not dispute the quantum of statutory dues as has been calculated. But, however, if any shortfall on such counts is pointed out at any future stage, the same shall be adjusted against the lump sum payment as at Clause 4 of this settlement and no separate payment can be made against such claim.
7. On signing of this settlement all the disputes/claims/grievances of Shri Nath pertaining to Industrial Disputes Case No. 220 of 1991 and all matters incidental to and arising out of his termination from services, against the First Party Management shall stand fully resolved/settled and satisfied. The claims and disputes of Shri Nath pertaining to reinstatement and full back wages as in Industrial Disputes Case No. 220 of 1991, shall also stand settled on signing of this settlement and fully satisfied and Shri Nath or O.S.L. Employees Union or any Agency on their behalf, shall not raise any dispute/ventilate any grievance, whatsoever, against the Management pertaining to his services rendered under the Management or any off-suit thereof, before any Authority/Forum/Courts, whatsoever, in any manner. Also consequent upon signing of this settlement any claim/complaint either filed by Shri Nath or on his behalf, before any Court/Forum against the Management, if at all, shall stand infructuous and dismissed as voluntarily withdrawn.

8. 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. 220 of 1991 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.
9. The above amount is paid at Court premises today i.e. the 28th November 2005 in the form of Demand Draft for Rs. 56,291 (Rupees fifty-six thousand two hundred and ninety one) only in favour of Shri Bidyut Kumar Nath bearing Demand Draft No. 779015, datd the 6th October 2005 of State Bank of India payable at Puri.
10. Both the parties sign this settlement on the 28th day of November 2005 voluntarily with their own accord and volition without being actuated by any out side influence, pressure, force or coercion of any nature, whatsoever.

(Jnan Prakash Jena)
Authorised Representative of
Orissa Synthetics
(J.K. Corporation Limited)
First Party Management

(Bidyut Kumar Nath)
Second Party Workman
28-11-2005

Witnesses

1. B. P. Tripathy
28-11-2005
2. Illegible