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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 7th December 2007

No. 13221-li/1(B)-18/2003-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 14th November 2007 in Industrial Dispute Misc. Case No. 11 of 2003 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the management of M/s IDCOL Piping and Engineering Works Limited, Bhubaneswar and its workmen represented through B.P.A.W. Employees Union, Bhubaneswar was referred for adjudication is hereby published as in the Schedule below :—

### SCHEDULE

#### INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 11 OF 2003

Dated the 14th November 2007

*Present :*

Shri Srikanta Nayak, o.s.j.s. (Sr. Branch)  
Presiding Officer, Industrial Tribunal  
Bhubaneswar.

*Between :*

The Management of .. First Party—Management  
M/s IDCOL Piping &  
Engineering Works Limited  
Bhubaneswar.

And

Their workmen represented through .. Second Party—Workmen  
B.P.A.W. Employees Union  
Bhubaneswar.

*Appearances :*

For the First-Party Management	.. Shri G.C. Mohapatra, Advocate.
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For the Second Party Workmen	.. Shri Satyabrata Mohanty, Advocate.

## AWARD

1. 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 disputes for adjudication vide their Order No. 9224—li/1(B)-18/2003-L.E., dated the 15th September 2003 :—

“Whether the action of the management of M/s IDCOL Piping & Engineering Works Limited, Bhubaneswar in declaring suspension of work/lock out with effect from the 3rd July 2002 is legal or justified ? If not, what relief the workmen are entitled to ?”

2. In the present dispute both the parties being present in the Court filed a memorandum of settlement, drawn up in Form-'K' and submitted to pass an Award in terms of the settlement.

3. The terms of the settlement embodied in the Memorandum were readover and explained to the parties and they admitted the same to be true and correct. In view of the fact that the dispute between the parties have already been settled by way of an amicable settlement, an Award is passed accordingly in terms of the settlement, which do form part of the Award.

Dictated and corrected by me.

SRIKANTA NAYAK  
14-11-2007  
Presiding Officer  
Industrial Tribunal, Bhubaneswar

SRIKANTA NAYAK  
14-11-2007  
Presiding Officer  
Industrial Tribunal, Bhubaneswar

By order of the Governor  
P. MALLICK  
Under-Secretary to Government

**MEMORANDUM OF SETTLEMENT**

Form 'K'

( See Rule 64 of Orissa Industrial Disputes Rule )

This Memorandum of Settlement entered into between B.P.A.W. Employees Union (UNION-Regn. No. 1566), IDCOL Piping and Engineering Works Limited (IPEWL) and the Industrial Development Corporation of Orissa Limited (IDCOL).

## Name of the Parties

Representing IPEWL

Shri P. L. Mahanta,  
Managing Director.

Representing IDCOL

Shri A. Acharya,  
Dy. Gen. Manager.  
(HRD).

Representing Union

Shri N. C. Mishra,  
General Secretary.  
Dillip Kumar Nayak,  
Brundaban Pal.

Made part of the Award

SRIKANTANAYAK

Presiding Officer  
Industrial Tribunal  
Bhubanewar.

## SHORT RECITAL OF THE CASE

Whereas after the Super Cyclone the operation of the IPEWL has been closed since October, 1999.

Whereas there was no activity and generation of funds in IPEWL as a result of which salary of the employees could not be paid.

Whereas due to continuous loss, IPEWL was referred to BIFR which in turn has recommended for winding up the IPEWL and the same is pending in the Hon'ble High Court, Orissa.

Whereas work suspension was imposed in IPEWL and certain employees were not paid salary on 'no work no pay' basis since the 3rd July 2002.

Whereas BPAW Employees Union has filed various cases in different courts against the management including challenging the imposition of work suspension, all the cases filed by the Union are now sub judice.

Whereas during the pendency of the cases in different Courts the Union time and again approached the management of IDCOL and IPEWL for settlement of their various claims for which they have filed cases.

Whereas after a prolonged discussion and consideration of all relevant facts and the letters dated the 28th April 2007 written by individual employees of the Union and also that of the Union indicating their willingness to withdraw all pending cases as well as requesting the Management of IDCOL to consider their cases on the following points, it was mutually resolved to settle their issues throughout of the court settlement on the terms and conditions stated herein below :—

1. Regularization of the period of 'No work no Pay' with effect from the 3rd July 2002 till date.
2. Placement of service at any running units of IDCOL
3. Revised scale of pay at par with IDCOL Employees

## TERMS OF SETTLEMENT

1. It is agreed between the parties that the BPAW Employees Union shall unconditionally withdraw the following pending cases and will produce the orders with regard to withdrawal :—
  - (i) OJC No. 7032/1996 pending in High Court
  - (ii) OJC No. 5943/1998, Misc. Case No. 5564/1998 pending in High Court
  - (iii) OJC No. 3286/2001 pending in High Court
  - (iv) I. D. Misc. Case No. 9/2003 pending in Labour Court
  - (v) I. D. Case No. 11/2003 pending in Industrial Tribunal
  - (vi) TS-217/1997, Misc. No. 311/1997, TS No. 109/2000, Misc. Case 85/2000 pending at Civil Judge, Bhubaneswar.
2. It is agreed by and between the parties that the employees who have submitted their application for withdrawal of all pending cases will be considered for deployment in IKIWL and IFCAL through a selection process to be made through an interview to find-out the suitability. Accordingly, the employees, thus found suitable, will be placed at IKIWL/IFCAL on deputation with revised scale of pay as applicable to the employees' corresponding grade in IKIWL/IFCAL. Such revised grade will be applicable from the date of their joining IKIWL/IFCAL. The other issues as mentioned in their application will be considered by IDCOL/IPEWL amicably after they unconditionally withdraw the pending cases and join in IKIWL and IFCAL.
3. It is agreed by and between the parties that the employees of IPEWL who are already in IKIWL on deputation may be given corresponding revised grade of IKIWL.
4. It is agreed by and between the parties that the employees and the Union will not claim any further other financial and service benefits beyond what has been agreed to in this Memorandum of Settlement.
5. It is agreed by and between the parties that any other benefits payable to the employees shall be paid out of the sales proceeds of the assets of IPEWL with the approval of the Hon'ble Company Court.
6. It is agreed by and between the parties that the benefits under this settlement will be made available to the workmen/employees only after obtaining orders/approval from the competent Courts on this mutual settlement of disputes in respect of the pending cases in different Courts.

In witness whereof the parties hereto out of their free will and volition have duly signed this settlement through their duly authorised representatives on this the 2nd day of May 2007.

1. For and on behalf of IDCOL  
 (A. Acharya )  
 Dy. Gen. Manager (HRD).

Witness :

1. ( D. K. Mohanty )  
Dy. General Manager ( IDCOL )

2. Laxmidhar Sahoo

2. For and on behalf of IPEWL

( P. L. Mahanta )  
Managing Director

Witness :

1. ( S. K. Das )

2. ( N. R. Sahoo )

3. For and on behalf of B.P.A.W. Employees Union

( N. C. Mishra ).  
General Secretary

( Dillip Kumar Nayak )

( Brundaban Pal )

Witness :

1. ( Biranchi Narayan Sahoo )

2. ( Suresh Kumar Das )