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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 28th January 2008

No. 824—li/1(B)-109/2003-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 11th January 2008 in I. D. Case No. 1/2004 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s Jayant Pharmaceuticals, Bhubaneswar, Khurda and its workman Shri Bijay Kumar Samal was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 01 OF 2004

Dated the 11th January 2008

Present :

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

Between :

M/s Jayant Pharmaceuticals .. First Party—Management
Bhubaneswar
Khurda.

And

Mr. Bijay Kumar Samal .. Second Party—Workman
At Swadhin Nagar (SaLiasahi)
P.O. RRL, P.S. Nayapally
Bhubaneswar, Khurda.

Appearances :

Shri Sudhir Ranjan Patra	..	For First Party—Management
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Shri Bijaya Kumar Samal	..	For Second Party—Workman

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 (I) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 271—li/I(B) 109/03 -L.E., dated the 7th January 2004.

“Whether the termination of services of Shri Bijay Ku. Samal with effect from, the 8th August 2002 by the management of Jayant Pharmaceuticals, Bapujinagar, Bhubaneswar is legal and/or justified ? If not, to what relief Shri B. K. Samal is entitled ?”

2. This case was posted to the 9th January 2008 for hearing. On that day both parties by filing the memorandum of settlement drawnup in form-K submitted that the dispute between them has already been settled amicably and in view of the settlement they have prayed to pass an Award in terms thereof.

The terms of the settlement were readover and explained to the parties and they admitted the same to be true and correct. The settlement being genuine was recorded. An Award is passed in terms of the settlement, which do form part of the Award.

Dictated and corrected by me.

SRIKANTA NAYAK
11-1-2008
Presiding Officer
Industrial Tribunal
Bhubaneswar

SRIKANTA NAYAK
11-1-2008
Presiding Officer
Industrial Tribunal
Bhubaneswar

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

FORM 'K'
(See Rule 64)

FORM OF MEMORANDUM OF SETTLEMENT

Memorandum of Settlement, dated the 8th January 2008 between the management of M/s. Jayanta Pharmaceuticals, Bapujinagar, Bhubaneswar represented through its partner Shri Sudhi Ranjan Patra and Shri Bijaya Kumar Samal, aged about 51 years, S/o Shri Dusasana Samal, Swadhin Nagar (Salia Sahi), Post. RRL, Nayapally, Bhubaneswar.

Representing the Management

- (1) Shri Sudhi Ranjan Patra
Aged about 43 years,
S/o Shri Rudra Narayana Patra
Plot No. C/39, Saheednagar
Market Building, Bhubaneswar
At Present Partner
M/s Jayanta Pharmaceuticals.
Bapujinagar
Bhubaneswar.

Representing Workman

- (1) Shri Bijaya Kumar Samal
Aged about 51 years,
S/o Shri Dusasana Samal
Swadhin Nagar (Salia Sahi)
P.O. RRL, Nayapally,
Bhubaneswar.

Made part of the Award

SRIKANTA NAYAK
(9-1-2008)
Presiding Officer
Industrial Tribunal,
Bhubaneswar.

SHORT RECITAL OF THE CASE

Whereas, the abovenamed workman has raised an Industrial Dispute bearing I. D. Case No. 01/04 before the Presiding Officer, Industrial Tribunal, Bhubaneswar against management of M/s Jayanta Pharmaceuticals, Bapujinagar, Bhubaneswar challenging his termination of services w.e.f., dated the 8th August 2002 as illegal and unjustified.

And, Whereas during the pendency of the proceeding before the Presiding Officer, Industrial Tribunal, Bhubaneswar the workman Shri Bijaya Kumar Samal approached the management and requested for a settlement of the dispute in question and after a protracted discussion, both the management and the workman agreed to settle the dispute under the following terms and conditions.

TERMS AND CONDITIONS OF SETTLEMENT

1. That it is agreed between the parties that the workman Shri Bijaya Kumar Samal will be paid a lump sum of Rs. 15,000 (Rupees fifteen thousand) only as his full and final amount towards all his service benefits.