

# The Orissa Gazette

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

---

---

No. 528 CUTTACK, THURSDAY, FEBRUARY 28, 2008/FALGUNA 9, 1929

---

---

## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 13th February 2008

No. 1728—li/21-1/2008-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 11th January 2008 in Industrial Dispute Case No. 1/2004 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of Managing Director, Orissa Polyfibres Ltd., Baulapur, District Dhenkanal and their workman Shri Dubanath Goutam, was referred for adjudication is hereby published as in the Schedule below :

#### SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE MISC. CASE No. 1 OF 2004

Dated the 11th January 2008

*Present :*

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

*Between :*

Shri Dubanath Goutam . . . Complainant—Workman  
S/o. Late Sidhu Prasad Goutam  
Village : Machhagad, P.O. Deuda,  
District : Bardiya, West Nepal.

And

The Managing Director, . . . Opposite Party—Management  
Orissa Polyfibres Ltd.,  
P.O. Baulapur, District : Dhenkanal,  
Orissa, Pin-759031.

*Appearances :*

Shri Dubanath Gautam	..	Complainant workman himself
<hr/>		
Shri Manoranjan Barik	..	For the Opposite party management

## AWARD

This is a complaint filed by the complainant workman alleging contravention of Section 33 of the Industrial Disputes Act by the Opposite-party-management.

This case was posted to dated the 31st December 2007 for filing memorandum of settlement. On that day both parties by filing the memorandum of settlement drawn-up 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. And Award is passed in terms the settlement, which do form 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  
K. TRIPATHY  
Under-Secretary to Government

## FORM "K"

(See Rule 64, Orissa I. D. Rules 1959)

Memorandum of Settlement between the Management of Orissa Polyfibres Ltd., Laxminagar, Baulpur, District Dhenkanal (At present, Re-named as Reliance Industries Limited) and their erstwhile workman Dubanath Gautam, Ex-Security Watchman, signed on the 31st day of December 2007.

## PARTIES TO THE SETTLEMENT :

## Representing the Management

1. Shri Manoranjan Barick  
Manager (Personnel)  
Authorised Representative  
Made Part of the Award Presiding Officer  
Industrial Tribunal Bhubaneswar

## Representing the Workman

1. Shri Dubanath Gautam  
The Workman—himself

## SHORT RECITAL OF THE CASE

1. Whereas Shri Dubanath Gautam a retired defence personnel (here-in-after referred to as, the Workman) while working in the Plant of M/s. Orissa Polyfibres Ltd., Laximingar, Baulpur in the District of Dhenkanal (here-in-after referred to as Management) as a Security Personnel, committed misconducts of grave and serious in nature and after the said allegations were established in a duly constituted regular domestic enquiry, after observing due formalities, he was dismissed from services of the management on payment of one month's wages w.e.f. dated the 16th March 2003 as per letter dated the 15th March 2003. However, Shri Gautam later on approached the Management for a mutual settlement of his case, which was accepted by the Management and the matter settle between the parties. The workman, Shri Gautam as per DECLARATION, dated the 9th April 2003, received the settled amount and the matter finally rested there.

But however, at a later stage the workman under wrong advice, filed an application under Sec. 33-A of the I. D. Act before the learned Industrial Tribunal Bhubaneswar, on the 13th February 2004 alleging violation of the provisions of S. 33(2) (b) of the I. D. Act by the Management in as much as, approval of the action was not taken from the said authority though I. D. Case No. 26 of 1997 was pending before it wherein the workman was concerned and as such, the action of the Management was bad and he claimed reinstatement with consequential benefits. The said complaint has been registered as I. D. Misc. Case No. 1 of 2004 before the learned Industrial Tribunal, Bhubaneswar.

The above named management contested the case on various grounds on maintainability and merits of the Complaint.

2. WHEREAS, while the matter stood as above, the workman, Shri Gautam approached the management for an out of Court Settlement of the dispute pleading that since he was no more interested in employment at this stage, if a lump sum amount is paid to him, he shall not pursue the said case before the learned Industrial Tribunal and shall settle the dispute involved in the case.

The management also considering the *pros and cons* of the case and the vagaries of of litigation and taking a pragmatic view of the whole thing, agreed on principle for settlement of the case in terms of payment of a lump sum amount as a one time settlement which would set the long standing expensive litigation at final rest, even closing any outlet of possibility of any further scope to litigation, any where.

Now, therefore, after several bilateral discussions, both the parties agree to settle the dispute involved in I. D. Misc. Case No. 1 of 2004, as pending before the learned Industrial Tribunal, Bhubaneswar and matters incidental thereto, in the following terms :

#### TERMS OF SETTLEMENT

1. The management agrees to pay an amount of Rs. 75,000 (Rupees Seventy Five Thousand) only to the workman, the complainant in I. D. Misc. Case No. 1 of 2004 (U/S. 33-A of I. D. Act), as full and final settlement of all the claims of the workman involving all reliefs sought for in the said Misc. case including any short of claims, what-so-ever arising out of or incidental/consequential to the employment/non-employment of his services under the management combined with any expenses, etc.

2. The workman agrees to accept the aforesaid amount of Rs. 75,000 (Rupees seventy Five Thousand) only so offered by the management in terms stated above, as full and final settlement of all his claims involved in the misc. case and arising out of and incidental to his past employment under the management.

3. Both the parties agree that on signing of this settlement, all the disputes/claims/grievances of Shri Dubanath Gautam involved in I. D. Case No. 1 of 2004 and all matters incidental to and arising out of his termination of service, against the management shall stand fully resolved/settled and completely satisfied.

The claims and disputes of Mr. Gautam pertaining to reinstatement and consequential benefits as in I. D. Misc. Case No. 1/2004, shall stand settled on signing of this settlement and fully satisfied and Mr. Gautam shall not raise any dispute or ventilate any grievance, what-so-ever, against the management pertaining to his services rendered under the management or pertaining to any future claim, what so ever, before any Authority/Forum/Courts, in any manner. Consequent upon the signing of this settlement any claims/complaints either filed by Mr. Gautam or any one on his behalf, before any Court/Forum against the management, if at all, shall stand infructuous and dismissed as voluntarily withdrawn.

4. It is further agreed by and between the parties that along with the settlement both the parties shall file a joint petition with required number of copies of this settlement before the learned Industrial Tribunal, Bhubaneswar in I. D. Misc. Case No. 1 of 2004 with the prayer to pass an Award in the said I. D. Misc. 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 31st day of december 2007 voluntarily with their own accord and volition without being actuated by any outside influence, pressure, force or coercion of any nature, what-so-ever.

6. The above amount is paid at Court premises today i. e. dated the 31st December 2007 as per demand draft/cheque No. 497561, dated the 28th December 2007 for Rs. 75,000 (Rupees Seventy Five Thousand) only drawn on S. B. I. Nanpara Bank in favour of Mr. Dubanath Gautam which the workman accepts.

**WITNESSES**

1. B. P. Tripathy  
31-12-2007
2. B. D. Mohanty  
31-12-2007

**SIGNATURE OF THE PARTIES**

1. Manoranjan Barik  
Authorised Representative  
1st Party Management
2. Dubanath Gautam  
2nd Party Workman  
himself