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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 28th February 2008

No. 2508—li/1(SS)-34/2000-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 19th February 2008 in I. D. Case No. 3/2003 of the Presiding Officer, Industrial Tribunal, Rourkela to whom the Industrial Disputes between the management of the Managing Director-*cum*-Chief Executive Officer, M/s Orissa Industries Ltd., Lathikata Works, At/P.O. Lathikata, Dist. Sundargarh and its workmen represented through General Secretary, Lathikata Mazdoor Union and General Secretary, ORIND Employees, Association, Lathikata, Dist. Sundargarh was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, ROURKELA
INDUSTRIAL DISPUTE CASE NO. 3 OF 2003
Dated the 19th February 2008

Present :

Shri Srikanta Nayak,
Presiding Officer, Industrial Tribunal,
Rourkela.

Between :

The Managing Director-*cum*-Chief Executive Officer, M/s Orissa Industries Ltd., Lathikata Works, At/P.O. Lathikata, Sundargarh. . . First Party—Management

And

1. General Secretary, Lathikata Mazdoor Union, Lathikata, .. Second Party—Workmen
2. General Secretary, ORIND Employees' Association, Lathikata, Dist. Sundargarh.

Appearances :

For the First Party—Management	.. Shri G. Pujhari, Advocate
For the Second Party—Workman	.. Shri P. K. Mohanty, Shri A. Dutta, Shri M. Dash
	} Advocates

AWARD

This order arises out of a reference made by the Government in exercise of powers conferred by sub-section (5) of Section 12, read with clause (d) of sub-section (1) of Section 10 of the I. D. Act, 1947 to the effect that :

“Whether the workman of M/s Orissa Industries Ltd., Lathikata Works, Dist. Sundargarh are entitled for wages and other benefits for the lockout period, i.e. from the 24th February 2000 to the 24th March 2000 ? If not, what should be the details ?”

2. The case of the workmen (hereinafter referred as the second party) are that the second party workmen were serving under the management. The management was not looking after the welfare of the workmen though the member of Lathikata Mazdoor Union constituted in the year 1971. The management failed to pay the bonus for the accounting years 1996-97 and 1997-98 and made deduction from the wages of the workmen to deposit the L.I.C. premium. They also made deduction from the wages of the workmen to deposit in the death relief fund. But in spite of deducting the management used the money for their own purpose. Even workers protested the management declared lockout and made attempt to declare the company as sick industry. The action of the management in declaring lockout is illegal and they are entitled to compensation.

3. The case of the management (hereinafter referred as first party) is that company is a private sector and 500 employees to manufacture refractory nor use in the industries and to maintain the industry the workers were working in A,B,C and General Shifts. There was delay in payment during the month of October, 1999. As the industry was in sick, there was labour dispute. So the management declared lockout. They had also demanded which was unauthorised. Even after they appealed the workers compelled the management to declare lockout.

4. On the aforesaid pleadings of the parties, the following issues were framed :

ISSUES

- (i) “ Whether the reference is maintainable ?
- (ii) Whether the workmen of M/s Orissa Industries Ltd., Lathikata Works, District Sundargarh are entitled for wages and other benefits for the lockout period, i.e., from the 24th February 2000 to the 24th March 2000 ?

(iii) If so, what should be the details ?”

5. The management examined one witness and the workers had not adduced any oral evidence. They only relied on documentary evidence marked on admission.

6. *Issue Nos. (i) to (iii)*—To avoid repetition, all the issues are taken up together. The documents filed Ext. 1 to Ext. 21 establish that the workers were working under the management and there was lockout. The management also not disputed these facts. On the other hand M.W. 1 deposed that there was conciliation for the lockout period and it was decided in the conciliation that 50% wages will be paid to the workers and Ext. A is the settlement. Clause 9 of the settlement arrived in the conciliation supports his version. Since the parties entered into settlement, the same is binding on them and the decision reported in 2005(105)-FLR-Bombay at page 842 Mohanpur General Kamgar Union *Vrs.* PIX Transmission Ltd., Their Lordship held that the settlement arrived at during the conciliation proceeding under sub-section (3) of the said Section 18, than the same shall be binding on all the parties. Similar view was held in the decision reported in 1997-Vol. 1-ILJ-SC at page 308 ‘K.C.P. Ltd. *Vrs.* Presiding Officer, Labour Court’.

7. Since the workmen entered compromise, they are bound by it and the management is to pay 50% wages to each workmen during the lockout period and the reference is answered accordingly.

Dictated and corrected by me.

S. NAYAK
19-2-2008
Presiding Officer
Industrial Tribunal, Rourkela

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19-2-2008
Presiding Officer
Industrial Tribunal, Rourkela

By order of the Governor
K. TRIPATHY
Under-Secretary to Government