

The Orissa Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 30 CUTTACK, MONDAY, JANUARY 12, 2009/ PAUSA 22, 1930

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 23rd December 2008

No. 12924-li/1(S)-1/2005-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 14th November 2008 in Industrial Dispute Case No. 11/2005 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the Contractor of M/s Nigamananda Rath and its Workman Shri Padma Lochan Sahu and three others represented through the IDCOL Cement Mazdoor Sangha, Bardol, Bargarh was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER
LABOUR COURT, SAMBALPUR

INDUSTRIAL DISPUTE CASE No. 11 OF 2005

Dated the 14th November 2008

Present :

Smt. Suchismita Misra, L.L.M.
Presiding Officer, Labour Court,
Sambalpur.

Between :

M/s. Nigamananda Rath, Contractor of .. First Party—Management
M/s. Bargarh Cement Limited
Bardol, Bargarh.

And

Its Workmen .. Second Party—Workmen
1. Shri Padmalochan Sahu
2. Shri Kartik Naik
3. Shri Umakanta Bhoi and
4. Shri Anirudha Paik represented through
the IDCOL Cement Mazdoor Sangha
Bardol, Bargarh.

Appearances :

For the First Party–Management .. Shri Nigamananda Rath, Proprietor,
M/s. Nigamananda Rath,
Contractor.

For Second Party–Workman .. Self

AWARD

The Government of Orissa in exercise of the power conferred by sub-section (5) of Section 12 read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) vide Memo No. 6092(6)-L.E., dated the 20th July 2005 has referred the following dispute for adjudication :

“Whether the the action of M/s Nigamananda Rath, Contractor of M/s Bargarh Cement Limited, Bardol, Bargarh in terminating the service of Shri Padmalochan Sahu, Shri Umakanta Bhoi, Shri Kartika Naik and Shri Anirudha Paik with effect from the 12th January 2004 by way of dismissal. Besides treating their period of suspension from the 19th December 2003 onwards as such in its order, dated the 12th January 2004 is legal and/or justified ? If not, to what relief the workmen are entitled ?”

2. In the present proceeding, the second party workmen Shri Padmalochan Sahu, Shri Umakanta Bhoi, Shri Kartika Naik and Shri Anirudha Paik have jointly filed their statement of claim on the 28th April 2006. The first party management M/s. Nigamanada Rath, Contractor of M/s. Bargarh Cement Limited, Bardol, Bargarh filed its written statement on the 17th January 2007.

The proceeding is posted to today, i.e. the 14th November 2008 for settlement of issues. Today Shri N. N. Rath, Contractor of M/s. Bargarh Cement Limited, Bardol, Bargarh and the workmen Shri Padmalochan Sahu, Shri Umakanta Bhoi, Shri Kartika Naik and Shri Anirudha Paik have appeared in person and have filed jointly a petition of compromise signed by each of them. Today also a memo is filed signed by the parties and also the Deputy Manager (H.R. & E.W.), Bargarh Cement Limited, the Principal Employer and they are identified by one advocate Shri Bijay Kumar Purohit who has also put his signature in the memo. Another memo is also filed today signed by all the workmen and the first party management M/s. Nigamananda Rath stating that the workmen and the management have settled the dispute and have filed the memorandum of settlement with four money receipts granted by the workmen and praying that an award be passed in terms of the settlement.

The memorandum of settlement was read over and explained to the parties present. They admitted the contents thereof to be true and correct. On being questioned, each of the second party workmen stated individually that they have received the amount mentioned in the money receipts. Each of the workmen also stated that they have not received the gratuity amount to which they are entitled. The first-party management M/s. Nigamananda Rath, Contractor of M/s. Bargarh Cement Limited, Bardol, Bargarh stated that gratuity amount as admissible will be paid to each of the workmen separately.

In the circumstances, I would dispose of this reference in terms of the memorandum of settlement filed today with a further direction that the second party workmen would be entitled to the gratuity as would be admissible under the appropriate statute.

Hence, the following award :

AWARD

The reference is disposed of accordingly in terms of the settlement between the parties and the direction of this Court that the second party workmen would be entitled to the gratuity as would be admissible under the appropriate statute. The memorandum of settlement do form part of the Award.

Dictated and corrected by me.

SUCHISMITA MISRA
14-11-2008
Presiding Officer
Labour Court, Sambalpur

SUCHISMITA MISRA
14-11-2008
Presiding Officer
Labour Court, Sambalpur

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

FORM 'K'

(Under Rule 64 of the Orissa Industrial Disputes Rules, 1959)

MEMORANDUM OF SETTLEMENT

Name of the parties	..	M/s Nigamananda Rath, Contractor, Cement Nagar, P. O. Bardol-768 038, Dist. Bargarh through its Proprietor Shri Nigamananda Rath.
Representing Workmen	..	1. Shri Padmalochan Sahu 2. Shri Umakanta Bhoi 3. Shri Kartika Naik 4. Shri Anirudha Paik
Made part of the Award S. MISRA Presiding Officer Labour Court, Sambalpur		All residents of village Khaliapali, P.O. Bardol-768 038, Dist. Bargarh, Orissa.

SHORT RECITAL OF THE CASE

Whereas the representing workmen (1) Shri Padmalochan Sahu (2) Shri Umakanta Bhoi (3) Shri Kartika Naik and (4) Shri Anirudha Paik were working with the representing employer M/s Nigamananda Rath, Contractor of M/s Bargarh Cement Works (erstwhile IDCOL Cement Limited);

And whereas the representing workmen during their service with the representing employer had resorted to serious acts of misconducts followed by holding of domestic inquiry for such misconducts resulting in dismissal of the representing workmen from their services by the representing employer;

And whereas the matter came up for conciliation before the District Labour Officer, Bargarh which ended in a failure;

And whereas the Government of Orissa in the Labour & Employment Department has referred the matter in dispute between the representing employer and the representing workmen for adjudication to the Labour Court, Sambalpur which has been registered as Industrial Disputes Case No. 11 of 2005 and is pending for disposal in accordance with law;

And whereas in the meantime the representing workmen have approached time and again to the representing employer to settle up their matter out of the Court and requested for financial assistance in lieu of settlement;

And whereas after several rounds of discussions between the representing employer and the representing workmen, it is agreed by all the above concerned parties to reach to a settlement and, therefore, to reduce the terms of settlement between the representing parties, it is hereby agreed to enter into the settlement on the following terms under the provisions of Industrial Disputes Act, 1947 on this the 15th day of January, 2008.

TERMS OF SETTLEMENT

1. The Workmen have agreed to accept and the employer has agreed to pay each of the workmen a sum of Rs. 1,50,000 (Rupees one lakh fifty thousand only) towards full and final settlement relating to their employment with the employer.

2. The said payment by the employer to the workmen shall be full and final payment in lieu of reinstatement, compensation and all claims of the workmen including back wages, consequential benefits etc. and all claims of the workmen which are admissible under the provisions of law and are coming under the purview of the Industrial Disputes Case No. 11 of 2005 pending in the Labour Court, Sambalpur.

3. With this present settlement, all claims made by the workmen and are accrued under law against the employer shall be treated as fully settled leaving no claim whatsoever by the workmen against the employer and that the relationship of employer and employee between M/s. Nigamananda Rath, Contractor and all the four workmen who are mentioned as representing workmen shall come to an end.

4. It is agreed by the workmen that they shall not make any claim whatsoever against the employer or principal employer relating to their employment or non-employment in future in any Forum and Court of law as their claims are fully settled.

5. It is also agreed by the workmen further that they shall not create any disturbance or engage themselves in any unlawful activities against their employer as well as against M/s Bargarh Cement Works, A.C.C. limited.

6. That, the amount of Rs. 1,50,000 as mentioned above shall be paid by the employer to the workmen in the shape of A/C payee cheques drawn in their favour individually deducting any amount of advance/part payment received by them from the employer after this date of signing of this memorandum of settlement.

7. That, since the post of the Presiding Officer, Labour Court, Sambalpur is presently laying vacant, and since the workmen are eager and are desirous to settle the dispute at an earliest and to sever the employer-employee relationship with the employer, and for the aforesaid reason, this memorandum of settlement can not possibly be presented before the Presiding Officer, Labour Court, Sambalpur for passing of the award before affecting payment, the representing workmen want and agreeable to receive the amount of settlement as mentioned in the foregone paras at any time before passing of the award by executing separate receipts and in that event, the employer M/s Nigamananda Rath through its Proprietor Shri Nigamananda Rath, shall be at liberty to present this memorandum of settlement alone before the Hon'ble Labour Court along with the money receipts showing receipt of the amounts by the representing workmen for passing of the award in the Industrial Disputes Case and the representing workmen shall not be required to be personally present before the Hon'ble Labour Court and the award of the Hon'ble Court in terms of this memorandum of settlement shall be binding on both the parties.

In token of the acceptance of the above terms of conditions, both the parties have affixed their signatures hereunto on the date, month and year above mentioned at Cement Nagar, P.O. Bardol, P.S./Dist. Bargarh.

SIGNATURE OF PARTIES

Witness :

Tofan Kour,

15-1-08

S/o Bali Kaur

P.O. Kanpaur

P.S./Dist. Bargarh

Workmen :

1. Padmalochan Sahu,

15-1-08

2. Umakanta Bhoi,

15-1-08

3. Kartika Naik,

15-1-08

4. Anirudha Paik,

15-1-08

Witness :

Prabhash Chandra Panigrahi,

15-1-08

S/o Late Saheba Panigrahi

P.O. Khaliapali

P.S./Dist. Bargarh.

Employer :

Nigamananda Rath,

15-1-08

Proprietor

M/s Nigamananda Rath,

Contractor.

Copy to—(1) Conciliation Officer-*cum*-District Labour Officer, Bargarh

(2) Labour Commissioner, Orissa, Bhubaneswar

(3) Secretary to Government of Orissa, Labour & Employment
Department, Bhubaneswar.

RECEIPT

Received a sum of Rs. 1,46,000/- (Rupees One Lakh Forty six thousand) only from M/s N.N.Rath, Contractor by an Account Payee Cheque bearing No. 308402 Dt 13.03.2008 drawn in my favour on State Bank of India, Commercial Branch, Bargarh.

Earlier on 17.01.2008 I had received a cash advance of Rs.4000/- from M/s N.N.Rath. Thus, in total, I acknowledge receipt of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only towards full & final settlement of all my claims in relation to ID Case No. 11/2005, Labour Court, Sambalpur and Memorandum of Settlement Dt 15.01.2008 executed by me with M/s N.N.Rath, Contractor.

Dt.-13.03.2008

Padma Lochan Sahu
(Padma Lochan Sahu)



A/c payee

COMMERCIAL BRANCH **भारतीय स्टेट बैंक**
BARGARH-767103 **STATE BANK OF INDIA**
PHONE-(06646) 232763

दिनांक/DATE 13/3/08

PAY TO *Padma Lochan Sahu*

या उनके आदेशपर
OR ORDER

रुपये *One Lakh forty six thousand*

रुपये
Rs. *1,46,000.00*

अदा करें

खाता सं: ACCOUNT No. *10441908255*

क्र: NO. CCO $\frac{06}{053}$ **308402** **CURRENT ACCOUNT**

Nigamananda Rath


LEDGER FOLIO NO. INT/PALCO SHREE NIMH SECURE PRINT PVT. LTD. HYD

RECEIPT

Received a sum of Rs. 1,46,000/- (Rupees One Lakh Forty six thousand) only from M/s N.N.Rath, Contractor by an Account Payee Cheque bearing No. 308403 Dt 13.03.2008 drawn in my favour on State Bank of India, Commercial Branch, Bargarh.

Earlier on 17.01.2008 I had received a cash advance of Rs.4000/- from M/s N.N.Rath. Thus , in total, I acknowledge receipt of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only towards full & final settlement of all my claims in relation to ID Case No. 11/2005, Labour Court, Sambalpur and Memorandum of Settlement Dt 15.01.2008 executed by me with M/s N.N.Rath, Contractor.

Dt.-13.03.2008

One  Two
(Umakanta Bhoi)
13.3.08

A/c payee

INITIALS

SHREE ANAND SECURE PRINT PVT LTD. INDIA

COMMERCIAL BRANCH
BARGARH-767109
STATE BANK OF INDIA
BRANCH NO. 132763

भारतीय स्टेट बैंक
STATE BANK OF INDIA

दिनांक/DATE 13/3/08

PAY TO: Umakanta Bhoi या उनके आदेशपर
OR ORDER

रुपये One lakh forty six thousand
अदा करें. Rs. 1,46,000.00

खाता सं. ACCOUNT No. 1044908255

₹ NO. CCO $\frac{06}{053}$ 308403 CURRENT ACCOUNT

Nagamanda Rath

बही पन्ना सं
LEDGER FOLIO NO

RECEIPT

Received a sum of Rs. 1,46,000/- (Rupees One Lakh Forty six thousand) only from M/s N.N.Rath, Contractor by an Account Payee Cheque bearing No. 308404 Dt 13.03.2008 drawn in my favour on State Bank of India, Commercial Branch, Bargarh. Earlier on 17.01.2008 I had received a cash advance of Rs.4000/- from M/s N.N.Rath, Thus , in total, I acknowledge receipt of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only towards full & final settlement of all my claims in relation to ID Case No. 11/2005, Labour Court, Sambalpur and Memorandum of Settlement Dt 15.01.2008 executed by me with M/s N.N.Rath, Contractor.

Dt.-13.03.2008


Kartika Naik
(Kartika Naik)
13-3-08

Account Payee

COMMERCIAL BRANCH
BARGARH 751003
PHONE 06732763

भारतीय स्टेट बैंक
STATE BANK OF INDIA

दिनांक/DATE 13/3/08

PAY TO Kartika Naik या उनके आदेशपर
OR ORDER

रुपये One Lakh forty six thousand
RUPEES 1,46,000.00

अदा करें

खाता सं. ACCOUNT No. 10441908255

क्र. NO. CCO ⁰⁶/₀₅₃ 308404 **CURRENT ACCOUNT**

Nigamananda Rath

1689

श्री/श्रीमती
INITIALSबही पन्ना सं.
LEDGER FOLIO NO

RECEIPT

Received a sum of Rs. 1,46,000/- (Rupees One Lakh Forty six thousand) only from M/s N.N.Rath, Contractor by an Account Payee Cheque bearing No. 308405 Dt 13.03.2008 drawn in my favour on State Bank of India, Commercial Branch, Bargarh.

Earlier on 17.01.2008 I had received a cash advance of Rs.4000/- from M/s N.N.Rath, Thus , in total, I acknowledge receipt of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only towards full & final settlement of all my claims in relation to ID Case No. 11/2005, Labour Court, Sambalpur and Memorandum of Settlement Dt 15.01.2008 executed by me with M/s N.N.Rath, Contractor.



Anirudha Raik

(Anirudha Raik)

Date/13/03/08

Dt.-13.03.2008

991 ११११११ LEDGER FOLIO NO	991 ११११११ INITIALS	भारतीय स्टेट बैंक STATE BANK OF INDIA		<table border="1"> <tr> <td style="width: 20px; height: 20px;">0</td> <td style="width: 80px; height: 20px;"></td> </tr> </table>	0	
		0				
PAY TO <u>Anirudha Raik</u>		दिनांक/DATE <u>13/3/08</u> या उनके आदेशपर OR ORDER				
रुपये <u>One lakh forty six thousand</u> RUPEES		रुपये Rs. <u>1,46,000.00</u> अदा करें				
खाता सं. ACCOUNT No. <u>10441908255</u>		<u>Nigamananda Rath</u>				
क्र. NO. CCO <u>06</u> <u>053</u>		<u>1689</u>				
<u>308405</u>		CURRENT ACCOUNT				

RECEIPT

Received a sum of Rs. 4,000 (Rupees Four thousand) only from M/s. N. N. Rath, Labour Supply Contractor as advance to be adjusted against the proposed settlement amount in connection with Industrial Disputes Case No. 11 of 2005, Labour Court, Sambalpur.

Dt. 17-1-2008

Padmalochan Sahu

RECEIPT

Received a sum of Rs. 4,000 (Rupees Four thousand) only from M/s. N. N. Rath, Labour Supply Contractor as advance to be adjusted against the proposed settlement amount in connection with Industrial Disputes Case No. 11 of 2005, Labour Court, Sambalpur.

Dt. 17-1-2008

Kartika Naik

RECEIPT

Received a sum of Rs. 4,000 (Rupees Four thousand) only from M/s. N. N. Rath, Labour Supply Contractor as advance to be adjusted against the proposed settlement amount in connection with Industrial Disputes Case No. 11 of 2005, Labour Court, Sambalpur.

Dt. 17-1-2008

Anirudha Paik

RECEIPT

Received a sum of Rs. 4,000 (Rupees Four thousand) only from M/s. N. N. Rath, Labour Supply Contractor as advance to be adjusted against the proposed settlement amount in connection with Industrial Disputes Case No. 11 of 2005, Labour Court, Sambalpur.

Dt. 17-1-2008

Umakanta Bhoi