

# The Orissa Gazette

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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 19th February 2009

No. 1657—li/1(B)-42/2006-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 22nd December 2008 in I. D. Case No. 52 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Toshali Sands, Puri and its Workman Shri Satrughna Naik was referred to for adjudication is hereby published as in the Schedule below :

#### SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 52 OF 2006

Dated the 22nd December 2008

*Present :*

Shri M. R. Tripathy, o.s.J.s. (Jr. Branch),  
Presiding Officer, Labour Court,  
Bhubaneswar.

*Between :*

The Employer/General Manager, . . . First Party—Management  
M/s Toshali Sands, Puri-Konark,  
Marine Drive Road,  
Puri.

And

Shri Satrughna Naik, . . . Second Party—Workman  
At Sidha Mahavir,  
Behera Sahi,  
P.O. Sarboday Nagar, Puri.

*Appearances :*

Khalid Anjum	.. For First Party—Management
Shri Satrughna Naik	.. For Second Party—Workman himself

## 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 (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 4767—li/1(B)-42/2006-LE., dated the 17th June 2006 :—

“Whether the action of the management of M/s Toshali Sands, Puri-Konark Marine Drive Road, Puri in terminating the services of Shri Satrughna Naik, Garden Worker by way of refusal of employment with effect from the 28th May 2005 is legal and/or justified ? If not , what relief Shri Naik is entitled to ? ”

2. Both the parties filed a joint petition stating therein that they have amicably settled their disputes. The terms and conditions are read over and explain to the workman as well as the representative of the management and they admit the same to be correct.

An award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

M. R. TRIPATHY  
22-12-2008  
Presiding Officer  
Labour Court  
Bhubaneswar

M. R. TRIPATHY  
22-12-2008  
Presiding Officer  
Labour Court  
Bhubaneswar

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By order of the Governor

K. C. BASKE

Under-Secretary to Government

FORM 'K'  
(See Rule 64)

MEMORANDUM OF SETTLEMENT

Memorandum of Settlement made on this the 24th day of November 2008 arrived at between the management of M/s Toshali Sands (ETHNIC Village Resort), Puri-Konark Marine Drive, Puri and its workman.

NAME OF THE PARTIES

(A) Representative of the Employer

(B) Workman

(1) Khalid Anjum

(1) Satrughna Naik

Made part of the Award.

M. R. TRIPATHY

Presiding Officer

Labour Court

SHORT RECITAL OF THE CASE

The Management, M/s Toshali Sands (ETHNIC Village Resort) has been passing through acute operational and financial hazards for sometime past due to decrease in flow of Tourists causing consequential loss of revenue to the establishment besides investment of huge funds for compliance of statutory requirements, but without expected returns whatsoever. Thereby some grievance and disputes having been raised over the issue, there ensued bipartite talks of setting the matter mutually and amicably. After discussion both parties have agreed to resolve their disputes and differences as per the following.

TERMS AND CONDITIONS OF SETTLEMENT

1. The settlement will be effected from the 24th November 2008.
2. It is agreed by and between the parties that the management shall pay and the workman shall receive the benefits as specially described in the document (Bank Draft) attached as enclosed here.
3. It has been agreed that the workman shall receive the payment in draft bearing No. 748736, dated the 29th October 2008 for Rs. 15,538 (Rupees fifteen thousand five hundred thirty-eight only) drawn on Punjab National Bank, Chhaitana, Puri.
4. It is agreed between the parties that by virtue of this settlement all claim and disputes arising out of employment, non-employment and terms of employment of workman stand resolved fully and finally and that no other or further claim or dispute in such respect whatsoever shall lie or be raised by any party in future, as the matter is settled in this I. D. Case No. 52/2006.
5. It is also agreed that the workman shall not pursue any other litigation against the management, relating to this matter and past employment under the management.
6. Both the parties agreed that the above settlement is fair, amicable and reasonable and they have put their respective signatures on their volition and free will without and threat, coercion or undue influence whatsoever.

Signed this day of 24th November 2008.

SIGNATURE OF THE PARTIES :

(A) Representative of the Employer

(B) Workman

(1) Khalid Anjum

(1) Satrughna Nayak

*Witnesses :*

1. [ILLEGIBLE]

2. Prasanna Ku. Behera

## FORM 'G'

(See Rule 38)

BEFORE THE PRESIDING OFFICER, LABOUR COURT  
BHUBANESWAR

C. C. Case No. 52/2006

Between

Toshali Sands  
Konark Marine Drive  
Puri-2.

.. For First Party—Management

And

Their Workman

Mr. Satrugna Nayak

.. For Second Party—Workman

In the matter of this dispute case, I hereby authorize Mr. Khalid Anjum, Dy. Manager (P & A) of Toshali Sands, Konark Marine Drive, Puri-2 to represent me in this case.

Date : 24-11-2008

Accepted :

Signature of Representative

Khalid Anjum  
Dy. Manager, P. & A.

Address :

Toshali Sands  
Konark Marine Drive Road  
Puri-2Signature of Person  
Nominating the RepresentativeRabindra Nath Nanda  
General Manager

Address :

Toshali Sands  
Konark Marine Drive Road  
Puri-2

ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank  
CHHATTANA (Pun) Orissa - 752002

2969  
Date

Not Negotiable

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RUPEES  
ਚੁਕਾਉਣ ਵਾਲਾ ਮਾਤਰਾ

\*\*\*Fifteen Thousand Five Hundred Thirty Eight only\*\*\*  
ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

TLK 748736  
ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ  
punjab national bank

ਅਦਾਲਤ ਸ਼ਾਖਾ ਦੇ ਵਿਚੋਂ Drawee Branch with D.No.  
CHHATTANA, DISTT.-PURL (ORISSA)  
(2969)

₹. Rs. ₹15,538.00\*\*

ਮਾਤਰਾ ਮੁਲ्य के बदले अदा करें  
FOR VALUE RECEIVED

प्रामुख हस्ताक्षरकर्ता, सी.पी.ए.स.  
AUTHORISED SIGNATORY WITH GBPA No.  
प्रामुख हस्ताक्षरकर्ता, सी.पी.ए.स.  
AUTHORISED SIGNATORY WITH GBPA No.

॥ 748736 ॥ 0000240001 ॥

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Satvadhna Nayak  
True copy  
Rohit Arjun  
वीडियो नमूना

TECH SECURITY PRINTERS

## TK INTERNATIONAL LIMITED

Toshali House : Y-42/4, Shahtoot Marg, DLF Qutab Enclave, Phase-I, Near DLF Plaza Tower, Gurgaon-122 002 (INDIA)  
 Tel. : 95-124-2563105, 2565315 Fax : 95-124-2563174 E-mail : toshaliresorts @ rediffmail.com  
 Website : www.toshaliresort.com, www.toshalisands.com, www.toshaliroyalview.com

Certified true copy of the extracts of minutes of meeting of the Board of Directors of T K International Limited held on the 31st August 2007, at 7 P.M. at its corporate office at Y-42/4, Shahtoot Marg, Qutab Enclave DLF Phase-I, Gurgaon-122 022.

Authorisation in favour of Mr. Khalid Anjum, Dy. Manager P. & A. for cases/matters in Orissa

The Chairman informed regarding the need of authorizing Mr. Khalid Anjum, Dy. Manager P. & A. in place of Mr. Gopal Satpathy who has left the company, for personnel and legal related matters in Orissa.

“Resolved that the authorization vide Board Resolution dated the 1st February 2007 in favour of Mr. Gopal Chandra Satpathy, the previous Deputy Manager, Personnel & Administration of the company at company’s resort ‘Toshali Sands’ at Puri for instituting or defending legal proceedings, civil, criminal or other relating to company matters in Orissa and or relating to its resort ‘Toshali Sands’ at Puri be and is hereby withdrawn with effect from the date of his leaving from the company.

Resolved further that Mr. Khalid Anjum, Deputy Manager, Personnel & Administration of the company be and is hereby authorized to institute or defend legal proceedings, civil, criminal or other for and on behalf of the company relating to company matters in Orissa and or relating to its resort “Toshali Sands” at Puri.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to verify, sign, affirm and to present pleadings, petitions, affidavits and other necessary documents before any court or authority and to tender evidence and to engage counsel in this connection for the above matters.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to sign provide clarification, make representation/appearance and otherwise deal with the authorities relating to Provident Fund, Employees State Insurance and Labour Laws & other Welfare legislations and Consumer cases/ matters in Orissa relating to the company and its resort Toshila Sands in Orissa.

Resolved further that his actions duly done within the above authority will bind the company.”

For TK International Ltd.

[Illegible]

Company Secretary