

The Orissa Gazette

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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 19th February 2009

No. 1662—li/1(B)-47/2006-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. 47 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the Industrial Dispute between the Management of M/s Tosali Sands, Puri and its workman Shri Santosh Kumar Behera was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 47 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 (Ethnic Village Resort)
At Puri-Konark Marine Drive Road
Puri.

And

Shri Santosh Kumar Behera . . . Second Party—Workman
S/o Surendra Behera
At Sidhamahabir Behera Sahi
P.O. Sarbadya Nagar, Puri.

appearances :

For the First Party—Management	..	Khalid Anjum
<hr/>		
For the Second Party—Workman himself	..	Shri Santosh Kumar Behera

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. 4787—li/1(B)-47/2006-LE., dated the 17th June 2006.

“Whether the termination of services of Shri Santosh Kumar Behera (Garden Worker) by way of refusal of employment by the management M/s Toshali Sands, Puri-Konark Marine Drive Road, Puri with effect from dated the 28th May 2005 is legal and/or justified ? If not , what relief Shri Behera is entitled to ? ”

2. Both the parties filed a joint petition stating therein that they have settled amicably their disputes. The terms and conditions are readover and explain to the workman as well as representative of the management and they admitted 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

By order of the Governor

K. C. BASKE

Under-Secretary to Government

FORM 'K'
(See Rule 64)

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, Puri-Konark Marine Drive, Puri and its workman.

NAME OF THE PARTIES

(A) Representative of the Employer

(B) Workman

(1) Khalid Anjum

(1) Santosh Kumar Behera

Made part of the Award .

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 bi-partite 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. This 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 specifically 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. 748737, dated the 29th October 2008 for Rs. 12,310 (Rupees twelve thousand three hundred ten only) drawn on Punjab National Bank, Chhaitana, Puri.
4. It is agreed between the parties that by virtue of this Settlement all claim and dispute 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. 47/2006.
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 any 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) Santosh Ku. Behera

Deputy Manager

Witnesses :

1. [ILLEGIBLE]

2. [ILLEGIBLE]

3. [ILLEGIBLE]

List of Documents :

Money Receipt of Rs. 12,310

FORM 'G'

(See Rule 38)

BEFORE THE PRESIDING OFFICER, LABOUR COURT
BHUBANESWAR

C. C. Case No. 47/2006

Between

Toshali Sands . . . First Party—Management
Konark Marine Drive
Puri-2.

And

Their Workman
Mr. Santosh Kumar Behera . . . 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 :

[ILLEGIBLE]

Signature of Representative

Khalid Anjum
Dy. Manager (P. & A.)

Address

Toshali Sands
Konark Marine Drive Road
Puri-2

[ILLEGIBLE]

Signature of Person
Nominating the RepresentativeRabindra Nath Nanda
General Manager

Address

Toshali Sands
Konark Marine Drive Road
Puri-2

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पंजाब नैशनाल बैंक शाखा (पुरी) चहरी
 Punjab national bank CHHATTANA (Puri) Orissa - 752002

भाने जाने पर ON DEMAND PAY

SANTOSH KUMAR BEHERA . ONLY

रुपये RUPEES

Twelve Thousand Three Hundred Ten only

प्रति मूल्य के बदले अदा करें
 FOR VALUE RECEIVED

चि. नं. 2969 Not Negotiable
 D.No.

दिनांक 29-10-2008
 Date

या उनके आदेश पर OR ORDER

TLK 748737

शाखा क्रमांक Branch Serial No
 465/2003

चि. नं. 2969

पंजाब नैशनाल बैंक
 Punjab national bank

अदाकर्ता शाखा एवं विवरण Drawee Branch with D.No

CHATTANA, DISTT. PURI (ORISSA)
 (752002)

अधिकृत हस्ताक्षरकर्ता/अधिकृत
 AUTHORIZED SIGNATORY WITH GBPA No.

अधिकृत हस्ताक्षरकर्ता/अधिकृत
 AUTHORIZED SIGNATORY WITH GBPA No.

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केवल छ: माहों के लिए वैध VALID FOR SIX MONTHS ONLY

Santosh Kumar Behera.

True copy
 Khabel Anjum

TK INTERNATIONAL LIMITED

Toshali House : Y-42/4, Shahtoot Marg, DLF Qutab Enclave, Phase-I, Near DLF Plaza Power, Gurgaon-122 002 (INDIA)

Certified true of the extracts of minutes of meeting of the Board of Directors of T K International Limited held on the 31st August 2007, at 7-30 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 Satapathy, 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 Toshali 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