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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 20th February 2009

No. 1724–li/1(B)-82/2008(pt)-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 10th December 2008 in Industrial Dispute Case No. 81/2003 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the management of Aurobindo Institute of Integral Education, Matrubihar, Khandagiri, Bhubaneswar and its workman Shri Babaji Naik was referred for adjudication is hereby published as in the Schedule below :

#### SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 81 OF 2003

Dated the 10th December 2008

*Present :*

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

*Between :*

The Principal/Secretary, .. First Party—Management  
Aurobindo Institute of Integral Education,  
Matrubihar, Khandagiri, Bhubaneswar.

And

Shri Babaji Naik, .. Second Party—Workman  
At/P.O. Kadaba, P.S. Begunia  
Dist. Khurda.

*Appearances :*

For First Party—Management .. Shri Biranchi Kumar Karan, Secretary

For Second Party— Workman himself. . Shri Babaji Naik

## 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. 12409—li-1(B)-82/2003-L.E., dated the 24th December 2003.

“Whether the termination of services of Shri Babaji Naik, Ex-Sweeper by the management of M/s Aurobindo Institute of Integral Education, Matrubiha, Khandagiri, Bhubaneswar with effect from the 22nd October 2002 is legal and/or justified ? If not, to what relief Shri Naik entitled ?”

2. Both the parties filed petition stating that they have amicably settled their dispute. The terms and conditions were read over and explained to the workman as well as to the representative of the management. 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  
10-12-2008  
Presiding Officer  
Labour Court, Bhubaneswar

M. R. TRIPATHY  
10-12-2008  
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

Name of parties :

Representing Employer of Sri Aurobindo Institute of Integral Education, Bhubaneswar through its Secretary Shri Biranchi Kumar Karan, aged about 42 years, son of Rankanath Karan, At Matruvihar, P.O./P.S. Khandagiri, Bhubaneswar, Dist. Khurda.

And

Representing Workman Shri Babaji Naik, aged about 45 years, S/o Late Banchhanidhi Naik, At/P.O. Kadaba, P.S. Begunia, Dist. Khurda under the management of M/s Pragativadi.

Made part of the Award,  
M. R. Tripathy  
10-12-2008  
Presiding Officer,  
Labour Court, Bhubaneswar.

SHORT RECITAL OF THE CASE

Whereas an industrial dispute between the Management and the workman is pending for adjudication before the Presiding Officer, Labour Court, Bhubaneswar in I.D. Case No. 81/2003 with the following Schedule of reference;

Whether the termination of services of Shri Babaji Naik, ex-Sweeper by the Management of Sri Aurobindo Institute of Integral Education, Matrubihar, Khandagiri, Bhubaneswar with effect from the 22nd October 2002 is legal and/or justified ? If not, to what relief is Shri Naik entitled ?

And whereas, the said workman Babaji Naik (hereinafter referred to as 2nd party) has filed the statement of claim before the Presiding Officer, Labour Court, Bhubaneswar against the Management of Sri Aurobindo Institute of Integral Education, Bhubaneswar (hereinafter referred to as 1st Party/Management) praying to reinstate and regularize him in service.

And whereas, the 2nd party has filed an Application before the Secretary, District Legal Services Authority, Khurda, Bhubaneswar praying to provide free legal aid to him in the proceedings before the Presiding Officer, Labour Court, Bhubaneswar in aforesaid I.D. Case.

And whereas, during the appearance before the District Legal Services Authority, Khurda, Bhubaneswar and thereafter both the parties have negotiated from time to time for an amicable settlement of the dispute and as a result of the discussions, both the parties have agreed upon the following.

## TERMS AND CONDITIONS

1. That the Management of Sri Aurobindo Institute of Integral Education, Bhubaneswar agrees to pay Rs. 15,000 (Rupees fifteen thousand) only to the workman Shri Babaji Naik and the workman agrees to receive the said amount in full and final settlement of all his claims upon the Management including notice pay, earned wages, leave encashment, retrenchment compensation, gratuity, bonus etc.

2. That in consideration of the payment of the amount as mentioned above by the management and the receipt of the said amount by the workman, the workman shall not claim either reinstatement or re-employment or any other relief, Monetary or otherwise against the Opposite Party/Management at any time hereafter. The full and final payment receipt annexed to this memorandum also forms part of this settlement.

3. That, from this day and onward there remains no dispute whatsoever between the parties and the workman Shri Babaji Naik having being received the amount as mentioned above, has settled his disputes with the Management Sri Aurobindo Institute of Integral Education, Bhubaneswar. There is nothing more due to the said workman from the said Management and the workman shall have no claim/demand/dispute or grievance or whatsoever with the Management on account his service either in past, present or future.

4. That the workman Shri Babaji Naik will withdraw all his claims/complaints against the Management Sri Aurobindo Institute of Integral Education, Bhubaneswar either filed by himself or through the Union before the Presiding Officer, Labour Court in I.D. Case No. 81/2003 and or in any other court and the workman hereby undertake that he will neither raise any dispute, demand and claim upon the management before any court or authority in future nor cause to be done in any manner whatsoever.

That it is further agreed between the parties to submit this Memorandum of Settlement duly signed therein in Form No. 'K' of the Orissa Industrial Disputes Rules, 1959 before the Presiding Officer, Labour Court, Bhubaneswar in I.D. Case No. 81/2003 as a measure of mutual settlement so as to withdraw the said I.D. case from the court.

In witness whereof both the parties append their signatures having accepted the above terms and conditions.

Witnesses

1. Binay Ballav Mohanty  
Advocate, Bhubaneswar

For & on behalf of Management  
Biranchi Kumar Karan  
2-9-2008

Secretary, Sri Aurobindo Institute of  
Integral Education, Bhubaneswar

2. Amar Ku. Sahoo  
Bikash Nagar  
Jatni-752050  
Dist. Khurda.

For the workman  
Babaji Naik  
2-9-2008