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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 19th March 2009

No. 2948—li/1(B)-80/2007(pt.)-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 27th February 2009 in I. D. Case No. 24/2008 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s Sanjeeb Enterprisers, Madhupatna, Cuttack and their Workman Shri Prasanta Ku. Jena was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR
INDUSTRIAL DISPUTE CASE No. 24 OF 2008
Dated the 27th February 2009

Present :

Shri P. C. Mishra, o.s.j.s. (Sr. Branch),
Presiding Officer,
Industrial Tribunal, Bhubaneswar.

Between :

The Employer, .. First Party—Management
M/s Sanjeeb Enterprisers,
Jagannath Road, Madhupatna,
Cuttack-10.

And

Shri Prasanta Kumar Jena, .. Second Party—Workman
C/o General Secretary,
Industrial Estate Employees Union,
Gosala Road, Nayabazar, Cuttack.

Appearances :

Shri Sanjeeb Kumar Dash, . . . For the First Party—Management Employer.

Shri Prasanta Kumar Jena, . . . For the Second Party—Workman himself General Secretary of the Union.

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. 4373—li/1(B)-80/2007-L.E., dated the 9th April 2008 :

“Whether the action of the management of M/s Sanjeeb Enterprisers, Jagannath Road, Madhupatna, Cuttack in terminating the services of Shri Prasanta Kumar Jena with effect from the 18th August 2006 is legal and / or justified ? If not, to what relief Shri Jena is entitled ?”

2. The record reveals that after filing claim statement in the proceeding, the workman on the 19th November 2008 filed a memorandum of settlement drawn up in Form-K but that was not recorded due to absence of both the parties and accordingly the case was posted for appearance of both the parties to admit the settlement. However despite opportunities afforded to the parties, they neither appeared nor took any step in the matter for which on the 5th February 2009 the settlement was admitted to record.

3. The aforesaid conduct of the workman shows his unwillingness in prosecuting the “lis” any further. In view of the settlement, therefore, it is thought prudent to dispose of the matter and accordingly this Award is passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

P. C. MISHRA
27-2-2009
Presiding Officer
Industrial Tribunal, Bhubaneswar

P. C. MISHRA
27-2-2009
Presiding Officer
Industrial Tribunal, Bhubaneswar

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

FORM-K

(See Rule 64 of the O.I.D. Rules, 1959)

Memorandum of Settlement, dated the 15th November 2008 signed between the management of M/s. Sanjeeb Enterprisers, Jagannath Road, Madhupatna, Cuttack and its workman Shri Prasanta Kumar Jena represented through the General Secretary, Industrial Estate Employees Union, Gosala Road, Nayabazar, Cuttack.

Name of the Parties

Representing the Management

(1) M/s Sanjeeb Enterprisers,
At Jagannath Road, Madhupatna,
Cuttack, represented by the Employer
Shri Sanjeeb Kumar Dash, Age 35yrs.,
S/o Baishnab Charan Dash,
At/P.O. Bhuinpur, P.S. Aul, Kendrapara.

Representing the Workman

(1) Shri Prasanta Kumar Jena,
Village Srirampur,
P.O. Nuagaon, Via Niali,
Cuttack represented by the
General Secretary, Industrial
Estate Employees Union,
Gosala Road, Nayabazar, Cuttack.

Made part of the Award

P. C. MISHRA

27-2-2009

Presiding Officer

Industrial Tribunal, Bhubaneswar

SHORT RECITAL OF THE CASE

Whereas, the workman Shri Prasanta Kumar Jena, raised a dispute before the District Labour Officer, Cuttack vide his letter, dated the 6th November 2006 regarding alleged illegal termination of services by the management of M/s Sanjeeb Enterprisers, At Jagannath Road, Madhupatna, Cuttack with effect from the 18th July 2006 after rendering five years of continuous service as 'Mistry';

Whereas the matter was admitted into conciliation by the Conciliation Officer-cum-Assistant Labour Officer, Cuttack on realization of existence of an industrial dispute and the date of last conciliation was the 4th April 2007;

And whereas the same has been referred to the Presiding Officer, Industrial Tribunal, Bhubaneswar for adjudication vide letter Memo No. 4374(5), dated the 9th April 2008 and registered as a dispute bearing I.D. Case No. 24 of 2008.

Now, both the parties in presence of their well wishers and witnesses sign this amicable settlement out of the court to thrash out all the disputes between them.

The terms of settlement as under—

TERMS OF SETTLEMENT

1. It is agreed by and between the parties that the claim of the workman Shri Prasanta Kumar Jena has been settled amicably outside the court, for the interest of both the parties.
2. That in view of the amicable settlement between the parties, Shri Prasanta Kumar Jena does not want to proceed/continue further his claim/dispute pending before the Hon'ble Presiding Officer, Industrial Tribunal, Bhubaneswar in I.D. Case No. 24 of 2008.
3. However, it is agreed by and between the parties that Shri Sanjeeb Kumar Dash, Employer of M/s Sanjeeb Enterprisers, Jagannath Road, Madhupatna, Cuttack offer a lump sum amount of Rs. 15,000 (Rupees fifteen thousand) only towards his full and final settlement of all his dues pertaining to the employment of Shri Prasanta Kumar Jena, whatsoever.
4. The workman Shri Prasanta Kumar Jena as well as the General Secretary of the Industrial Estate Employees Union, Cuttack agreed to the offer of the management and accept the same with due acknowledgement of the amount with a separate Money Receipt.
5. That in view of the amicable settlement between the parties the workman will have no further claim/dispute regarding his employment under the management in future in whatsoever manner.
6. That the matter being settled amicably and fairly thus, neither of the parties have any dispute/claim against the other before any other forum and they swear not to file/proceed further any dispute/claim before any other forum whatsoever.
7. That by this agreement both the parties have arrived at a fair and amicable settlement between themselves.
8. That both the parties sign this settlement in a healthy state of mind, out of their free volition and without any force or coercion.

Signed the settlement on this the 15th day of November 2008.

Signature of the Parties

Signature of the Employer :
Sanjeeb Kumar Dash
15-11-2008

Signature of the Workman :
Prasanta Kumar Jena
15-11-2008

Signature of the witnesses

1. Surendranath Biswal
General Secretary, I.E.E. Union, Cuttack
15-11-2008

2. Trilochan Lenka
Vice-President, I.E.E. Union, Cuttack
15-11-2008