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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 20th July 2010

No. 5948-II/1(B)-116/2000-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 18th March 2010 in I. D. Case No. 236 of 2008 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s Orissa Pump & Engineering Company Ltd. of M/s. O. S. I. C. Ltd., Madhupatna, Cuttack and its Workman Shri Benudhar Behera was referred to for adjudication is hereby published as in the Schedule below :

#### SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 236 OF 2008

Dated the 18th March 2010

*Present :*

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

*Between :*

The Management of .. First Party—Management  
M/s Orissa Pump and Engineering Company Ltd.  
of M/s O. S. I. C. Ltd., Madhupatna, Cuttack.

And

Its Workman .. Second Party—Workman  
Shri Benudhar Behera, s/o Madhusudan Behera  
C/o Tirupati Travels, O. M. P. Chhak, Cuttack.

*Appearances :*

For the First Party—Management . . . Shri Bibhuti Bhusan Acharya,  
Authorised Representative.

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For the Second Party—Workman himself . . . Shri Benudhar Behera

## AWARD

Originally, the Government of Orissa in the Labour & Employment Department had referred the following dispute for adjudication by the Presiding Officer, Labour Court, Bhubaneswar vide its Order No. 11461—li/1(B)-116/2000-L E., dated the 29th August 2000 but subsequently it transferred the dispute to be adjudicated by the Presiding Officer, Industrial Tribunal, Bhubaneswar vide its Order No. 4138—li/21-32/2007-L E., dated the 4th April 2008.

“Whether the action of the Managing Director, M/s Orissa Pump & Engineering Company Ltd., B/9 Industrial Estate, Cuttack-754 021 in terminating the Services of Shri Benudhar Behera, Helper with effect from the 11th November 1999 is legal and/or justified ? If not, to what relief Shri Behera is entitled ?”

2. On the 3rd March 2010 the representative of the management as well as the workman being present in the Court submitted that the dispute between them having been settled amicably, an Award may be passed in terms of the settlement.

The terms embodied in the settlement were read-over to the parties and they admitted the same to be true and correct. The settlement being genuine was recorded. Since the parties have volunteered that by virtue of the settlement the dispute is no more, an Award is passed in terms of the said settlement which do form part of the Award.

Dictated and corrected by me.

P. C. MISHRA

18-03-2010

Presiding Officer

Industrial Tribunal, Bhubaneswar

P. C. MISHRA

18-03-2010

Presiding Officer

Industrial Tribunal, Bhubaneswar

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By order of the Governor

P. K. PANDA

Under-Secretary to Government

**THE ORISSA INDUSTRIAL DISPUTES RULES, 1959**

FORM 'K'

(See Rule 64)

**MEMORANDUM OF SETTLEMENT**

NAME OF PARTIES :

Representing Employer of Management of M/s Orissa Pump & Engineering Company Ltd. through its Authorised Representative Shri .....

And

Representing Workman Shri Benudhar Behera, aged about 40 yers, son of Shri Madhusudan Behera, At/P.O. Sogar, P. S. Tumesingha, Dist. Dhenkanal ex-employee under the Management of M/s Orissa Pump & Engineering Company Ltd.

**SHORT RECITAL OF THE CASE**

WHEREAS the said workman Shri Benudhar Behera (hereinafter referred to as Workman) has raised an industrial dispute concerning his termination of service by the M/s Orissa Pump & Engineering Company Ltd. (hereinafter referred to as Management) praying for his reinstatement in service with back wages and with all consequential service benefits and whereas the said dispute is pending before the Presiding Officer, Industrial Tribunal, Bhubaneswar under the I. D. Case No. 236 of 2008 ;

AND WHEREAS, both the parties have negotiated from time to time for an amicable settlement of the industrial dispute and as a result of the discussions, both the parties have agreed upon the following terms and conditions :—

**TERMS AND CONDITIONS**

1. That the Management agrees to pay a lump sum amount of Rs. 20,000 (Rupees twenty thousand) only to Shri Benudhar Behera (Workman), towards the full and final settlement of all his claim arising out of the present industrial dispute case and the workman agrees to receive the said amount to his entire satisfaction without any further claim upon the Management arising out of such termination of service subject to payment of Gratuity, Provident Fund dues, etc.

2. That in consideration of the payment of the amount as mentioned in paragraph 1 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 management except the amount of gratuity which was provisioned with the Life Insurance Corporation and the Provident Fund dues which was deposited with the Regional Provident Fund Commissioner, Bhubaneswar. The workman would receive the amount of gratuity from the Life Insurance Corporation and the Provident Fund dues from the Regional Provident Fund Commissioner, Bhubaneswar for which the Management is under obligation to Sign./give the endorsement/consent/no objection in the prescribed format.

3. That on payment of the aforesaid amount in full and final settlement of all claim of the workman, there remains no dispute whatsoever between the parties from this day onwards and the Workman has settled all his disputes/claims with the Management under this agreement.

4. That there stands no other due whatsoever to the said workman from the management of M/s Orissa Pump & Engineering Company Ltd. and the Workman shall have no claim/demand/dispute or grievance whatsoever with the Management on the said account.

5. That, it is further agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Industrial Tribunal, Bhubaneswar in I. D. Case No. 236 of 2008 as a measure of mutual settlement so as to settle the said I. D. case in terms of the present settlement.

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

**Witnesses :**

1. Sidheswar Mohanty, Advocate,  
O. H. C., Cuttack.
2. Sumit Dash, Advocate,  
Bhubaneswar.

**For & on behalf of Management**

1. Bibhuti Bhusan Acharya,  
Authorised Representative.
2. Benudhar Behera,  
Workman.