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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 23rd September 2010

No. 8112—li/1(S)-22/2005-L.E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 5th May 2010 in I.D. Case No. 24 of 2005 of the Presiding Officer, Labour Court, Sambalpur to whom the Industrial Dispute between the Management of M/s Tata Refractories Ltd., Belpahar and its workman Shri M. K. Jenamani was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER

LABOUR COURT, SAMBALPUR

INDUSTRIAL DISPUTE CASE No. 24 OF 2005

The 5th May 2010

Present :

Miss Sarojini Mahapatra, M.A., LL. B.,
Presiding Officer,
Labour Court, Sambalpur.

Between :

The Management of
M/s Tata Refractories Ltd.,
Belpahar, Dist. Jharsuguda.

.. First-party Management

And

Its workman,
Shri M. K. Jenamani,
Qrs. No. N/1, TRL Township,
Belpahar, Dist. Jharsuguda, 768218.

.. Second-party Workman

Appearances :

Shri B. K. Purohit, Advocate and Shri Sibaram Sahu, General Manager (HR & Admn.)	.. For the First-party Management
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Self	.. For the Second-party workman

AWARD

This case arises out of the reference made by the Government of Orissa, Labour & Employment Department under sub-section (5) of Section 12, read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), vide Memo. No. 10178 (4), Dt. 26-11-2005 for adjudication of the dispute in the Schedule :

“Whether the termination of services of Shri M. K. Jenamani, with effect from the 6th March 2004 by the management of M/s Tata Refractories Ltd., Belpahar is legal and/or justified ? If not, to what relief he is entitled ?”

2. Both the parties are present and filed joint petition signed by the parties (The workman and the management) along with the Memorandum of Settlement drawn up in Form-K with a prayer to dispose of this case in terms of Settlement. The Memorandum of Settlement was read over and explained to the workman and he admitted that the contents thereof to be true and correct. The representative of the management also signed on this Memorandum of Settlement. Since both the parties have settled their disputes amicably and the workman has no interest to proceed with the case, the joint petition filed by both the parties is allowed. Accordingly the Award be passed in terms of settlement. Hence, the Memorandum of Settlement do form part of the Award.

AWARD

The Award is passed in terms of the Settlement between both the parties.

Dictated and corrected by me.

S. MAHAPATRA
5-5-2010
Presiding Officer
Labour Court, Sambalpur

S. MAHAPATRA
5-5-2010
Presiding Officer
Labour Court, Sambalpur

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By order of the Governor
P. K. PANDA
Under-Secretary to Government

FORM 'K'

(Under Rule 64 of the Orissa Industrial Disputes Rules, 1959)

MEMORANDUM OF SETTLEMENT

Name of the parties

Representing employer	M/s Tata Refractories Limited, represented through Dr. Tarapada Dash, Vice-President (HR & Admn.) and Shri Sibaram Sahu, General Manager (HRM & Admn.), At/P.O. Belpahar, Dist. Jharsuguda.
Representing workman	Shri Mahendra Kumar Jenamani, Ex-Personal No. 2298, Ex-Assistant Technician, Tata Refractories Limited, At Belpahar, P.O. Belpahar, Dist. Jharsuguda.

SHORT RECITAL OF THE CASE

WHEREAS, the representing workman Shri Mahendra Kumar Jenamani was working with the representing employer M/s Tata Refractories Limited;

AND

WHEREAS, the representing workman during his service with the representing employer had resorted to serious acts of misconducts followed by holding of domestic inquiry for such misconducts resulting in dismissal of the representing workman from his service by the representing employer;

AND

WHEREAS, the matter came up for conciliation before the District Labour Officer, Jharsuguda which ended in a failure;

AND

WHEREAS, the Government of Orissa in the Labour & Employment Department has referred the matter in dispute between the representing employer and the representing workman for adjudication to the Labour Court, Sambalpur which has been registered as I.D. Case No. 24/2005 and is pending for disposal in accordance with law;

AND

WHEREAS, in the meantime the representing workman has approached time and again to the representing employer to settle up his matter out of the Court and requested for financial assistance in lieu of settlement;

AND

WHEREAS, after several rounds of discussions between the representing employer and the representing workman, it is agreed by both the concerned parties to reach to a settlement and, therefore, to reduce the terms of settlement between the representing parties, it is hereby agreed to enter into the settlement on the following terms under the provisions of Industrial Disputes Act, 1947 on this 5th day of May, 2010 :—

TERMS OF SETTLEMENT

The workman has agreed to accept and the employer has agreed to pay the workman a sum of Rs. 1,00,000 (Rupees one lakh only) towards full and final settlement relating to his employment

with the employer after adjustment of house rent and penal house rent for the housing accommodation retained illegally by the workman from the date of dismissal till the date of settlement. However, the electricity charges on actual, if any, shall be deducted, while making the full and final settlement. This is further agreed as Mr. Jenamani has committed before the Court of the S.D.J.M., Jharsuguda, to vacate the Quarters No. N/1 by end of May, 2010.

(2) The said payment by the employer to the workman shall be one-time payment in lieu of all claims, consequential benefits, etc. of the workman as the workman may be entitled for and admissible under the provisions of law and are coming under the purview of the I.D. Case No. 24/2005 pending in the Labour Court, Sambalpur which will be paid after the Management Company takes over possession of the above quarters from Mr. Jenamani.

(3) With this present settlement, all claims made by the workman and are accrued under law against the employer shall be treated as fully settled leaving no claim whatsoever by the workman against the employer and that the relationship of employer and employee shall come to an end.

(4) It is agreed by the workman that he shall not make any claim whatsoever against the employer relating to his employment or non-employment or conditions of service in future in any Forum and Court of Law as his claims are fully settled.

(5) It is also agreed by the workman further that he shall not create any disturbance or engage himself in any unlawful activities against his employer.

(6) The workman will not be paid any other benefit/amount, whatsoever or reinstatement in service consequent to this settlement.

(7) The management agreed to pay all the terminal benefits to the workman which are due to him up to the 3rd April 2009, i.e., the date of his superannuation. However, the full and final settlement will be made after the workman gets a "no dues certificate" from all the concerned departments of the employer.

(8) Both the management emphasized and workman assured that these terms are agreed purely on compassionate ground and hence shall not create a precedent for any case in future.

In token of the acceptance of the above terms of conditions, both the parties have affixed their signatures hereinto on the date, month and year abovementioned at Belpahar, P.O. Belpahar, Dist. Jharsuguda.

SIGNATURE OF PARTIES

Witnesses

(1). Mrutunjaya Upadhaya

(2). Prakash Kumar Pradhan

5-5-2010

Workman

1. (Mahendra Kumar Jenamani)

5-5-2010

Employer

(Dr. Tarapada Dash)
Vice-President (HR & Admn.)

(Sibaram Sahu)
General Manager (HRM & Admn.)

5-5-2010