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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 28th September 2010

No. 8265—li/1(BH)-69/2000-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 27th April 2010 in I. D. Case No. 71 of 2001 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Nava Bharat Ferro Alloys Ltd. and its workman Shri Manoranjan Tripathy was referred to for adjudication is hereby published as in the Schedule below :

### SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 71 OF 2001

Dated the 27th April 2010

*Present :*

Shri S. K. Dash, o.s.j.s. (Jr. Branch),  
Presiding Officer,  
Labour Court, Bhubaneswar.

*Between :*

General Manager (Work), .. First Party—Management  
Nava Bharat Ltd.,  
At/P. O. Khadagaprasad, Dist. Dhenkanal.

And

Shri Manoranjan Tripathy, .. Second Party—Workman  
At Anand Nagar (Matiasahi),  
P. O. Hakimpada, Dist. Angul - 759 143.

*Appearances :*

|                                |    |   |
|--------------------------------|----|---|
| For the First Party—Management | .. | 1. Shri R. K. Pattnaik<br>Chief Manager (P. & A.) |
|                                |    | 2. Shri M. R. Mohapatra<br>Deputy Manager (Pnl.)  |
| <hr/>                          |    |   |
| For the Second Party—Workman   | .. | Shri Manoranjan Tripathy                          |

## 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. 17661—li/1(BH)-69/2000-LE., dated the 22nd December 2001 :—

“Whether refusal of employment to Shri Manoranjan Tripathy by the management of M/s Nava Bharat Ferro Alloys Ltd., Khadagaprasad, Dhenkanal with effect from the 16th October 1999 was legal and/or justified ? If not, what relief Shri Tripathy is entitled to ?”

2. Both parties are present. Both of them by filing a joint petition along with a settlement drawn up in form ‘K’ prayed to pass an Award in terms of the settlement.

The terms embodied in the settlement are read over and explained to the parties and they admitted the same to be true and correct. The workman submitted that he has settled the dispute not under any duress and he has received the full and final dues as agreed to by him in the settlement. The terms of settlement being genuine are recorded. An Award is passed accordingly in terms of the settlement which is made form part of the Award.

Dictated and corrected by me.

S. K. DASH  
27-4-2010

Presiding Officer  
Labour Court, Bhubaneswar

S. K. DASH  
27-4-2010

Presiding Officer  
Labour Court, Bhubaneswar

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

FORM 'K'  
(See Rule 64)

Memorandum of Settlement, dated the 27th April 2010 between the Management of  
Nava Bharat Ventures Ltd., Formerly known as M/s Nava Bharat Ferro Alloys Ltd.,  
Khadagaprasad and Shri Manoranjan Tripathy

Representing the Management

Representing the Workman

1. Shri R. K. Pattnaik, Chief Manager (P. & A.)
  2. Shri M. R. Mohapatra, Dy. Manager (Pnl.)
1. Shri Manoranjan Tripathy

Made part of the Award

S. K. DASH

27-4-2010

Presiding Officer

Labour Court, Bhubaneswar

SHORT RECITAL OF THE CASE

Whereas, Shri Manoranjan Tripathy in short, the disputant raised an Industrial Dispute on the 7th February 2000 before the Conciliation Officer-*cum*-District Labour Officer, Dhenkanal alleging therein that because of his Trade Union activities he was refused employment by the Management with effect from the 16th October 1999 illegally.

Whereas, basing on such complaint the D. L. O.-*cum*-Conciliation Officer, Dhenkanal admitted the said dispute into conciliation and the parties to the said issue were invited to have a discussion on the said issue to resolve the same amicably.

Whereas, during conciliation the disputant workman demanded for his reinstatement in his service with full back wages and compensation.

Whereas, the Management being represented by its Personal Manager, attended the Conciliation proceeding and furnished its written views contending therein that Shri Tripathy was not an employee under the Pay Roll of the Management and there exists no employer and employee relationship between the disputant workman and the management and it was specifically stated in the said written views that Shri Tripathy was a contract labourer and was working under various Contractor's Establishment engaged in the establishment of the Management.

Whereas, as the conciliatory effort proved unproductive the Conciliation Officer-*cum*-D. L. O., Dhenkanal, submitted the failure report to appropriate Government on the 30th August 2001 as contemplated under Section 12(4) of the Industrial Disputes Act, 1947, shortly, I. D. Act.

Whereas, pursuant to the said failure report the appropriate Government had been pleased to refer the said Industrial Dispute vide its Order No. 17661—li/1(BH)-69/2000-LE., dated the 22nd December 2001 for adjudication to the learned Labour Court, Bhubaneswar in the following terms :—

“Whether refusal of the employment to Shri Manoranjan Tripathy by the management of M/s Nava Bharat Ferro Alloys Ltd., Khadagaprasad with effect from the 16th October 1999 was legal and/or justified ? If not, what relief Shri Tripathy is entitled to ?”

Whereas, the said reference was/has been registered as I. D. Case No. 71/2001 in the file of the learned Labour Court, Orissa, Bhubaneswar and because of the non-appearance and non filling of the statement of claim the learned Labour Court had been pleased to order that in absence of the workman it is not possible to pass an award and accordingly it was sent/returned to the Government for publication of the said award in the Gazette.

Whereas, the disputant filed Restoration Misc. Case No. 04/2008 before the learned Labour Court to recall the said *ex parte* award and to rehear the matter on merit.

Whereas, the said Restoration Misc. Case being allowed vide Order No. 29, dated the 3rd December 2009, now the said case stands posted to the 27th April 2010 for filing written statement, if any, by the management.

Whereas, during pendency of the said Industrial Dispute on being approached by the disputant the parties to the said dispute/reference agreed to settled the same amicably on the following terms.

Whereas, without prejudice to the stand of the Management that the disputant was not a workman under its pay roll and without creating a precedence, in the interest of Industrial peace and harmony, since the said Industrial Dispute is pending before the learned court since 2001, the Management is entering into the present settlement in Form - K as prescribed under Rule 64 of the Orissa Industrial Disputes Rules, 1959.

#### TERMS OF THE SETTLEMENT

1. That it has been agreed by and between the parties to the present settlement that the Management will pay an amount of Rs. 1,00,000 (One Lakh only) to the disputant/workman towards full and final settlement of all his claims pertaining to I. D. Case No. 71 of 2001 and also with regard to his employment, non-employment and conditions of employment.

2. That out of the said agreed lump sum amount of Rs. 1,00,000 (One Lakh only) it is agreed between the parties that a sum of Rs. 5,000 (Rupees Five Thousand only) will be paid

in cash and remaining amount of Rs. 95,000 (Rupees Ninety-Five Thousand only) will be paid in form of Demand Draft/Pay order drawn on Andhra Bank, Angul Branch and would be handed over to the disputant workman before the learned Labour Court on obtaining due receipt from the workman in proof of payment of the said agreed amount.

3. That the disputant workman has accepted the above terms on his own volition, without any coercion pressure or undue influence.

4. The disputant workman agrees that he shall have no subsisting or any future claim against the Management in connection with his service and I. D. Case No. 71 of 2001 after receipt of the agreed amount in terms of the present settlement.

5. That with this settlement, all disputes and differences between the parties are hereby resolved and no dispute remains either in present or future between the parties hereto.

6. That both the parties further agrees that they will approach and file a joint petition along with required number of copies of this settlement before the learned Labour Court, Bhubaneswar in I. D. Case No. 71/2001, praying therein to pass an award in the said case in terms of the present settlement.

7. That it is further agreed between the parties hereto that after receiving the agreed amount in terms of the present settlement, if for some reason or other, the disputant workman do not turn up to move the joint petition of compromise, in the said case, the Management will be at liberty to move the said application alone praying therein the learned Labour Court, Bhubaneswar to accept the terms of the said settlement to be fair and pass an award accordingly.

By the Workman

Manorajan Tripathy

Dt. 27-04-2010

By the Management

1. Ranjit Kumar Patnaik

2. Manasranjan Mohapatra

Witnesses :

1. Sanjay Kumar Mishra, Advocate

Shree Bikas Colony, Tulsipur

Cuttack - 8.

2. Susant Dash, Advocate

Bhubaneswar.



## RECEIPT

Received a sum of Rs. 1,00,000 (Rupees One Lakh only) i. e., Rs. 5,000 (Rupees Five Thousand only) in cash and Rs. 95,000 (Rupees Ninety-Five Thousand only) vide A/c payee Demand Draft/pay order bearing No. 698796, dated the 26th April 2010 drawn in the Andhra Bank, Angul Branch in my favour today towards my full and final settlement of all claims/ dispute in the matter of I. D. Case No. 71/2001 in accordance with the settlement dated the 27th April 2010 made with the management of M/s Nava Bharat Ventures Ltd., Khadagaprasad, Dhenkanal (formerly known as M/s Nava Bharat Ferro Alloys Ltd., Khadagaprasad).

Bhubaneswar  
Date 27-4-2010

Manoranjan Tripathy  
Dt. 27-4-2010  
S/o Mr. Dibakar Tripathy  
At Anandanagar (Matia Sahi)  
P. O. Hakimpada, Dist. Angul - 759 143.

## Witnesses :

1. Sanjay Kumar Mishra, Advocate  
Shree Bihar Colony, Tulsipur  
Cuttack - 8.
2. Susant Dash, Advocate,  
Bhubaneswar.
1. Ranjit Kumar Pattnaik  
Dt. 27-04-2010
2. Manoranjan Tripathy  
Dt. 27-04-2010