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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 4th February 2010

No. 788—li/1(B)-82/2006-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 5th December 2009 in Industrial Dispute Case No. 73 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Kumar Ceramics (Pvt.) Limited, Ganeswarpur Industrial Area, Balasore and their workman Shri Gouranga Mahanna, was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 73 OF 2006

Dated the 5th December 2009

*Present :*

Shri S. K. Dash  
Presiding Officer, Labour Court  
Bhubaneswar.

*Between :*

The Management of .. First Party—Management  
M/s Kumar Ceramics (Pvt.) Ltd.  
Ganeswarpur Industrial area  
Balasore.

And

Their Workman .. Second Party—Workman  
Shri Gouranga Mahanna.

*Appearances :*

For the First Party—Management .. Shri D. Chatterjee

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For the Second Party—Workman himself .. Shri G. Mahanna

## AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred by sub-section (5) of Section 12 read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the matter in dispute to this Court vide Order No. 9436—li/1(B)-82/2006-LE., dated the 30th October 2006 for adjudication.

2. The terms of reference is as follows :

“Whether the dismissal of the workman Shri Gouranga Mahanna, Unskilled worker from service by his employer i. e. the management of M/s Kumar Ceramics (Pvt.) Ltd., Ganeswarpur Industrial Area, Balasore with effect from the 1st August 2003 is legal and/or justified ? If not what relief Shri Mahanna is entitled to get ?”

3. The authorised representative of the management and the workman himself 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.

4. The terms embodied in the settlement are readover 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 do form part of the Award.

Dictated and corrected by me.

S. K. DASH  
5-12-2009  
Presiding Officer  
Labour Court, Bhubaneswar

S. K. DASH  
5-12-2009  
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 the Parties :

Management

1. M/s Kumar Ceramics Pvt. Ltd.  
IDCO Plot No. 31,  
Ganeswarpur Industrial Area  
Januganj, Balasore, Orissa  
PIN-756019.

Represented by its Manager Mr. Mukul Kumar.

Workman

1. Shri Gauranga Mahana  
S/o Late Baidhar Mahana  
At- Bidyadharpur  
P. S. Remuna  
Dist. Balasore, Orissa.

Made part of the Award

S. K. DASH

5-7-2009

Presiding Officer, Labour Court  
Bhubaneswar

**SHORT RECITAL OF THE CASE**

Consequent upon the dismissal of service of the workman Shri Gauranga Mahana, S/o Late Baidhar Mahana, At Bidyadharpur, P. S. Remuna, Dist. Balasore by the Management of M/s Kumar Ceramics Private Limited, IDCO Plot No. 31, Ganeswarpur Industrial Area, Januganj, Balasore, Orissa the State Govt. has referred the above dispute to the Presiding Officer, Labour Court, Bhubaneswar, Orissa for adjudication. The said reference has been registered as I. D. Case No. 73/2006 by the Presiding Officer, Labour Court, Bhubaneswar. During pendency of this case, both the Management and the workman have amicably settled the above dispute on the following terms & conditions :—

**TERMS OF SETTLEMENT**

1. That, it is agreed and accepted by its workman that, this dismissal of service by the First Party-Management is legal, genuine and justified.

2. That since the workman Shri Gouranga Mahana has engaged himself in his own independent business and as such he approached the Management to make full and final settlement of his legal dues. On the request of the workman, the First Party-Management has paid a sum of Rs. 14,178.00 (Rupees fourteen thousand one hundred seventy-eighty) only towards the full and final settlement of all his legal dues such as Gratuity, Bonus, Earned Leave, etc. In proof of such payments a separate money receipt has been executed by the workman to this effect. The said money receipt is attached herewith which may be treated as a part of this settlement.

3. That, since the workman has received all his legal dues from the Management and as such he has neither any claim of reinstatement of service nor any other financial claim against the Management in any manner whatsoever.

4. That, both the Management and workman have agreed to approach the Presiding Officer, Labour Court, Bhubaneswar to pass Award in I. D. Case No. 73/2006 in terms of this Bipartite Settlement.

Witnesses	Signature, representing the Management
1. Dabasis Chatterjee Asst. Manager M/s Kumar Ceramics Pvt. Ltd.	( Mr. Mukul Kumar ) Manager M/s Kumar Ceramics Pvt. Ltd.
2. Uday Nath Singh General Secretary Kumar Ceramics Shramik Sangha.	Signature of the Workman. ( Gauranga Mahana )

### MONEY RECEIPT

Consequent upon my dismissal of service, I, Shri Gauranga Mahana, S/o Late Baidhar Mahana, At Bidyadharpur, P. S. Remuna, Dist. Balasore have voluntarily received a sum of Rs. 14,178.00 (rupees fourteen thousand one hundred seventy eight) only vide A/c Payee Cheque No. 207913, dated the 4th November 2009 payable at State Bank of India, Industrial Estate Branch, Balasore from the management of M/s Kumar Ceramics Private Limited, IDCO Plot No. 31, Ganeswarpur Industrial Area, Januganj, Balasore-756019 towards the full and final settlement of all my legal dues such as Gratuity, Bonus, Earned Leave, etc. as per details given below. Since I have received all my legal dues today i.e. on the 4th November 2009 in presence of the witnesses and as such I have neither any claim of reinstatement of service nor any financial claim against the Management in any manner whatsoever on account of my services rendered in M/s Kumar Ceramics Private Limited.

Break up of the details of payments :

1. Bonus	2002-03	Rs.	985.00
	2003-04	Rs.	239.00
2. Earned Leave (1 day)		Rs.	51.00
3. Gratuity		Rs.	12,903.00
	Total . .		<u>Rs. 14,178.00</u>

(Rupees fourteen thousand one hundred seventy-eight)

Witnesses :

1. Dabasis Chatterjee Asst. Manager M/s Kumar Ceramics Pvt. Ltd.	Signature of the Workman ( Gauranga Mahana )
2. Uday Nath Singh General Secretary Kumar Ceramics Shramik Sangha.	

ଉପର ଲିଖିତ ସମସ୍ତ ବିଷୟ ମତେ ଓଡ଼ିଆରେ ପଢ଼ି ବୁଝାଇ ଦେବାରୁ ମୁଁ ସମସ୍ତ ବିଷୟ ଭଲଭାବରେ ବୁଝି ଚେକ ନମ୍ବର ୨୦୭୯୧୩, ଡା ୦୪-୧୧-୨୦୦୯ରିଖ, ଟ. ୧୪,୧୭୮ଙ୍କା ବୁଝି ପାଇଲି ।

ଗୌରାଞ୍ଜ ମାହାନା