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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 22nd March 2010

No. 2394—li/1(BH)-49/2001-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 21st November 2009 in Industrial Dispute Case No. 84 of 2002 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s Birla Tyres, Chhanpur, Balasore and its Workman Shri Jatin Kumar Patra, represented through the Birla Tyres Workers' Union was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 84 OF 2002

Dated the 21st November 2009

Present :

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

Between :

The Management of .. First Party—Management
M/s. Birla Tyres
Chhanpur, Balasore.

And

Their Workman .. Second Party—Workman
Shri Jatin Kumar Patra represented
through the Birla Tyres Workers' Union.

Appearances :

For the First Party—Management .. Shri A. K. Upadhyay,
Factory Manager

For the Second Party—Workman himself .. Shri J. K. Patra

AWARD

The Government of Orissa 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 for adjudication vide Order No. 8418—li/1(BH)-49/2001-L.E., dated the 10th July 2002 of the Labour & Employment Department, Orissa, Bhubaneswar.

2. The terms of reference is as follows :

“Whether the action of the management of M/s. Birla Tyres in terminating the services of Shri Jatin Kumar Patra, the workman with effect from the 31st January 2001 is legal and/or justified ? If not, what relief is he entitled to ?”

3. Both the parties were present and filed 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
21-11-2009
Presiding Officer
Labour Court, Bhubaneswar

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21-11-2009
Presiding Officer
Labour Court, Bhubaneswar

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

FORM 'K'

(See Rule 64)

Memorandum of Settlement arrived at between the Management of Birla Tyres Chhanpur, Balasore and their workman Shri Jatin Kumar Patra

Representing the Management

Shri A. K. Upadhyay
Factory Manager,
M/s. Birla Tyres,
Chhanpur, Balasore.

Workman

Shri Jatin Kumar Patra
At/P.O. Puruna Balasore
Dist. Balasore.

Made part of the Award

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

SHORT RECITAL OF THE CASE

Consequent upon termination of the services of Shri Jatin Kumar Patra, with effect from the 31st January 2001, the workman raised dispute challenging the legality of the termination order issued by the Management. The Government refer the said dispute to the Labour Court, Bhubaneswar for adjudication vide their Order No. 8418—li/1(BH)-49/2001, dated the 10th July 2002. On receipt of the said reference order, the Labour Court, Bhubaneswar registered the said dispute as Industrial Disputes Case No. 84/2002. Both the workman and the management entered their appearance and filed their respective statement of claim as well as written statement and the said case is posted for hearing. However, during pendency of the said case the management and the workman have mutually settled all their aforesaid dispute on the following terms and conditions :—

TERMS OF SETTLEMENT

1. That the workman has voluntarily accepted the termination order issued by the management and as such it is to be presumed that the 2nd party workman has tendered his resignation from the date of such termination.

2. That since the workman has requested to settle the Industrial Disputes Case No. 84/2002 and as such the management has agreed to pay the full and final settlement of all his

legal dues to the tune of Rs. 17,145 (Rupees seventeen thousand one hundred forty-five only) the break up of which is mentioned below :

Break up :

(i) Unpaid Salary	..	Rs.	2,895.00
(ii) HRA	..	Rs.	342.00
(iii) Conveyance Allowance	..	Rs.	180.00
(iv) VDA	..	Rs.	350.00
(v) FDA	..	Rs.	135.00
(vi) LTA	..	Rs.	250.00
(vii) Attendance Allowance	..	Rs.	175.00
(viii) CHDW	..	Rs.	150.00
(ix) Canteen Allowance	..	Rs.	150.00
(x) Encashment of leave due	..	Rs.	6,695.00
(xi) Gratuity	..	Rs.	13,650.00
Total	..	Rs.	20,345.00
Less Advance	..	(-)Rs.	3,200.00
Net	..	Rs.	<u>17,145.00</u>

(Rupees seventeen thousand one hundred forty-five only)

3. That the workman has received the full and final settlement of all his legal dues and as such he has neither claim of reinstatement of service nor any financial claim against the management or otherwise. In proof of such payment, a separate money receipt has been executed by the workman which may be treated as part of this terms of settlement.

4. That it is further agreed between both the workman and the management to approach the Labour Court, Bhubaneswar to pass Award in Industrial Disputes Case No. 84/2002 in terms of this settlement.

Witnesses

1.

2.

Signature of the workman

Jatin Kumar Patra

**Signature of the Representative
of the Management**

Anil Kumar Upadhyay

MONEY RECEIPT

Consequent upon my termination/resignation of service and in terms of bi partite settlement in Form 'K', I Shri Jatin Kumar Patra, S/o Shri Baidhar Patra, At/P.O. Puruna Balasore, P. S. Town, Dist. Balasore have received a sum of Rs. 17,145 (Rupees seventeen thousand one hundred forty-five only) in shape of account payee cheque bearing No. 732584, dated the 20th November 2009 of UCO Bank, Birla Tyres Branch, Balasore from the management of M/s. Birla Tyres, Chhanpur, Balasore towards all my legal dues today, i.e. the 22nd May 2009 in presence of witnesses. Since I have received all my legal dues and as such I have no claim as against the management either reinstatement of service or any financial claim in any manner whatsoever.

Witnesses

1. Gopal Singh
2. Subrat Behera
Officer (Pers.)
Birla Tyres, Balasore

Workman

Jatin Kumar Patra