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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 26th April 2011

No. 4021—li/1(B)-102/2000 (Pt.)-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 5th January 2011 in I.D. Case No. 106 of 2000 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of the Managing Director, M/s Eastern Media Ltd., A-62, Nayapalli, Bhubaneswar and its workman Shri Suryanarayan Mohapatra was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 106 OF 2000

The 5th January 2011

Present :

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

Between :

The Managing Director,
M/s Eastern Media, Ltd.,
A/62, Nayapali,
Bhubaneswar-751003.

.. First-party—Management

And

Shri Suryanarayan Mohapatra,
C/o Balakrushna Mohapatra (Red. A.S.P.),
Srikhetra Colony Bhagaban Mishra Lane,
Puri-2, Station Road, Puri.

.. Second-party—Workman

Appearances :

Shri A. Acharya	.. For the First-party—Management
Shri Suryanarayan Mohapatra	.. Second-party—Workman himself

AWARD

The Government of Orissa in exercise of powers conferred by sub-section (5) of Section 12 read with Clause 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. 9775—li/1(B)-102/2000-LE., Dt. 18-7-2000 of the Labour & Employment Department, Bhubaneswar for adjudication.

2. The terms of reference is as follows :

“Whether the action of the management of M/s Eastern Media Ltd., A/62, Nayapali, Bhubaneswar by terminating the services of Shri Suryuanarayan Mohapatra, Marketing Executive of Sambad, Puri with effect from 6-3-1999 is legal and/or justified ? If not, what relief Shri Mohapatra is entitled to ?”

3. Both parties are present. They prayed to pass an award in terms of the settlement filed earlier.

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 workmen submitted that he has settled the dispute not under any duress and received the full and final dues. The terms of settlement being genuine are recorded. I am satisfied that the settlement is voluntary in nature.

5. Hence, 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
5-1-2011
Presiding Officer
Labour Court
Bhubaneswar

S. K. DASH
5-1-2011
Presiding Officer
Labour Court
Bhubaneswar

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

FORM K

Memorandum of Settlement Dated 8-12-2010 between the Management of Eastern Media Ltd.,
Bhubaneswar and Shri Surya Narayan Mohapatra, Ex-Field Executive

Representing the Management

1. Shri Soumya Ranjan Patnaik
Chairman,

Representing the workman

1. Shri Surya Narayan Mohapatra
Ex-Field Executive,

SHORT RECITAL OF THE CASE

Reference was made by the State Government in Labour & Employment Department U/s 10 (1) r/w 12 (5) of the Industrial Dispute Act, 1947 with the terms of reference being whether termination of the Workman Niranjan Bal from service is legal and justified and if not, then what relief the workman is entitled to. The said case was registered as I.D. Case No. 294/95. During pendency of the aforesaid dispute, the workman expired and his legal heirs were substituted in the case. Subsequently the said case is transferred to the Industrial Tribunal and is registered as I.D. Case No. 82/2008. During the course of hearing, both the parties after feeling the rigour of litigation have entered into a settlement and accordingly this Memorandum of Settlement has been prepared.

TERMS OF SETTLEMENT

- (1) That the 1st party hereby pay a sum of Rs. 25,000 (rupees twenty-five thousand) only by way of A/c. payee cheque in favour of Smt. Aratiprave Bal, W/o Late Niranjan Bal towards full & final settlement of all claim and dues of the 2nd party members and the 2nd party members (the legal heirs of deceased workman Niranjan Bal) acknowledge the said payment by signing & executing the Memorandum of Settlement this the 17th day of September 2010.
- (2) That the 2nd party members hereby declare that they shall not raise any further claim in future against the 1st party Management in any manner whatsoever and if raised the same shall be rejected at all places.
- (3) That onwards there is no dispute between the parties in the eye of law
- (4) That the 2nd party No. 5 is a minor & represented through his natural mother guardian Aratiprava Bal who is competent to sign & execute this memorandum of settlement. The Memorandum of Settlement is in the welfare of the minor.

Signature of the Executant

Sd/

[Illegible]

Witness

(1) Ashish Ku. Das

1st party

Managing Director

I/c HRD
17-9-2010

Konark Jute Ltd.
Dhanmandal
2nd parties

(2) Susama Pradhan
Advocate, Orissa High Court, Cuttack
Dhanmandal
17-9-2010

(1) ଆରତୀ ପ୍ରଭା ବଳ
For self & as natural mother
guardian of minor 2nd party No. 5
(2) Saswatiprava Jena
(3) Swagatika Bal
(4) Smaranika Bal