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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 14th October 2011

No. 9122—li/1(B)-107/2006-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 11th July 2011 in I. D. Case No. 05 of 2007 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Technocrat Enterprisers, S-3/22, New Industrial Estate, Jagatpur, Dist. Cuttack and its Workman Sk. Ashraf represented through Jagatpur Industrial Workers Union, Cuttack was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 05 OF 2007

Dated the 11th July 2011

Present :

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

Between :

The Management of . . . First-party—Management
M/s Technocrat Enterprisers,
S-3/22, New Industrial Estate,
Jagatpur, Dist. Cuttack.

And

Its Workman . . . Second-party—Workman
Sk. Ashraf,
S/o Sk. Gajanfar,
At Nuapada, P.O. Choudwar,
Dist. Cuttack.

The General Secretary,
Jagatpur Industrial Workers Union,
Gosala Road, Nayabazar, Cuttack.

Appearances :

Shri Ajaya Kumar Sahu, Proprietor.	. . .	For the First-party Management
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Sk. Ashraf	. . .	Second-party Workman himself

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 (c) 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. 247—li/1(B)-107/2006-LE., dated the 8th January 2007 :—

"Whether the termination of services of Sk. Ashraf, Painter (represented through Jagatpur Industrial Workers' Union) by way of verbal refusal of employment with effect from the 28th July 2005 by the management of M/s Technocrat Enterprisers, S-3/22, New Industrial Estate, Jagatpur, Cuttack is legal and/or justified ? If not, what relief he is entitled to ?"

2. Both parties are present. Both of them by filing a joint petition along with a settlement drawn in form 'K' prayed to pass an Award in terms of 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 received the full and final dues. The terms of settlement being genuine are recorded and I am satisfied that the settlement is voluntary in nature. An Award is passed accordingly in terms of the settlement which is form part of the Award.

Dictated and corrected by me.

S. K. DASH
11-07-2011
Presiding Officer
Labour Court, Bhubaneswar

S. K. DASH
11-07-2011
Presiding Officer
Labour Court, Bhubaneswar

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

FORM-K
(See Rule 64)

MEMORANDUM OF SETTLEMENT entered into between the Management of M/s Technocrat Enterprisers, New Industrial Estate, Jagatpur, Cuttack and their Workman Sk. Ashraf represented through Jagatpur Industrial Workers' Union.

NAME OF THE PARTIES

Representing Management

Shri Ajaya Kumar Sahu,
Proprietor,
M/s Technocrat Enterprisers, Jagatpur.
(First-party Management)

Representing Workman

1. Shri Surendranath Biswal,
General Secretary, Jagatpur
Industrial Workers' Union.
2. Sk. Ashraf, Workman
(Second-party Workman)

SHORT RECITAL OF THE CASE

The first-party management of M/s Technocrat Enterprisers, S-3/22, New Industrial Estate, Jagatpur, Cuttack had dispensed with the services of the second-party workman Sk. Ashraf, working as Painter, by way of refusal of employment to the said Workman with effect from the 28th July 2005.

The second-party workman challenged the above action of the first-party management through the Jagatpur Industrial Workers' Union by raising an industrial dispute and after failure of conciliation proceedings, the matter was eventually referred by the Government of Orissa in the Labour & Employment Department to the Hon'ble Labour Court, Bhubaneswar for adjudication which is pending in I. D. Case No. 05 of 2007.

During the currency of the proceeding, negotiations were initiated for an amicable settlement of the dispute between the parties and after prolong and protracted rounds of discussions, it has ultimately been possible to succeed in arriving at an amicable settlement of the dispute in mutual interest and consent of both the parties on the following terms :—

TERMS OF SETTLEMENT

1. It has been agreed by and between the parties that the first-party management will not reinstate the second-party workman in service nor the second-party Workman shall insist for employment under the first-party management.

2. It is further agreed by and between both the parties that the first-party management will pay a lump sum amount of Rs. 40,000.00 (rupees forty thousand only) to the second-party workman towards full and final settlement of all terminal dues.

3. It is also agreed by and between the parties that the first-party management will extend all co-operation and help to the second-party workman for withdrawal of dues/deposits in E.P.F. account of the Workman by him and fixation of pension of the Workman under the E.P.F. Scheme by the concerned authorities.

4. It is mutually agreed by and between the parties that after this settlement arrived at is signed, the second-party Workman shall have no subsisting dispute or grievance against the first-party management nor the first-party management will initiate any punitive action against the

second-party workman in any manner and it settles the pending I. D. Case No. 05/2007 before the Hon'ble Labour Court, Bhubaneswar and both the parties will file a joint petition indicating their intention not to pursue the case in view of this settlement and for passing of the Award in the case accordingly.

Both the parties to the Settlement signed this Settlement as above with their free will and volition without any external pressure or influence after thoroughly reading and understanding the contents and terms on this the 17th day of April 2011.

SIGNATURE OF THE PARTIES

For the First-party Management

AJAYAKUMAR SAHU
(17-4-2011)
Proprietor,
M/s Technocrat Enterprisers.

For the Second-party Workman

1. SURENDRANATH BISWAL
(17-4-2011)
General Secretary, Jagatpur
Industrial Workers' Union.
2. SK. ASHRAF,
Workman.

Witnesses :

1. Illegible
2. Illegible