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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 2nd December 2011

No. 10882—li/1(S)-13/2006-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 13th July 2011 in Industrial Dispute Case No. 35 of 2006 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the Management of Odisha State Co-operative Marketing Federation Ltd., Bhubaneswar and their Workman Shri Bhubaneswar Pruseth, ex-Watchman, Kuchinda Depot was referred to for adjudication is hereby published as in the Schedule below :

### SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER, LABOUR COURT, SAMBALPUR

INDUSTRIAL DISPUTE CASE NO. 35 OF 2006

Dated the 13th July 2011

*Present :*

Miss Sarojini Mahapatra, M.A., LL.B.,  
Presiding Officer,  
Labour Court, Sambalpur.

*Between :*

The Management of . . . First Party—Management  
Odisha State Co-operative  
Marketing Federation Ltd.,  
Bhubaneswar (MARKFED, ODISHA)

And

Their workman . . . Second Party—Workman  
Shri Bhubaneswar Pruseth,  
At/P.O. Kuchinda  
Dist. Sambalpur.

*Appearances :*

For the First Party—Management . . . Shri Bijaya Ku. Purohit, Advocate

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For the Second Party—Workman . . . Shri R.L. Sharma, Advocate

## AWARD

This case arises out of the reference made by the Government of Odisha, Labour & Employment Department 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 (14 of 1947) vide Memo No. 10995(5), dated the 11th December 2006 for adjudication of the dispute in the Schedule :

“Whether the action of the management of the Odisha State Co-operative Marketing Federation Ltd., (MARKFED, Odisha), Bhubaneswar in awarding punishment on Shri Bhubaneswar Pruseth, Watchman (N.M.R.) vide Order No. 1315, dated the 28th May 2004 is legal and/or justified ? If not, what relief the workman Shri Pruseth is entitled ?”

2. Both the parties are present and filed joint petition signed by the parties (The workman and the Management) along with the Memorandum of settlement drawn up in Form-K with a prayer to dispose of this case in terms of settlement. The Memorandum of settlement was read over and explained to the workman and he admitted that the contents thereof to be true and correct. The representative of the management also signed on this memorandum of settlement. Since both the parties have settled their disputes amicably and the workman has no interest to proceed with the case, the joint petition filed by both the parties is allowed. Accordingly the award be passed in terms of settlement. Hence the Memorandum of settlement do from part of the award.

## AWARD

The award is passed in terms of the settlement between both the parties. The first party management is directed to reinstate the second party-workman in his service within two months of passing of this Award.

Dictated and corrected by me.

SAROJINI MAHAPATRA  
13-7-2011  
Presiding Officer,  
Labour Court, Sambalpur

SAROJINI MAHAPATRA  
13-7-2011  
Presiding Officer,  
Labour Court, Sambalpur

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

FORM K  
(See Rule 64)

Memorandum of Settlement between the Management of the Odisha State Co-operative Marketing Federation Limited (OSCMF Ltd.), Old Station Road, Bhubaneswar-6 and Shri Bhubaneswar Pruseth, ex-Watchman, Kuchinda Depot of the Odisha State Co-operative Marketing Federation Limited (OSCMF Ltd.), Kuchinda, Sambalpur.

Made Part of the Award  
SAROJINI MAHAPATRA  
Presiding Officer  
Labour Court, Sambalpur

**Present :**

From the Management's side  
Shri Bishweshwar Panda,  
Area Manager, O.S.C.M.F. Ltd.,  
Sambalpur.

From the Workman's side  
Shri Bhubaneswar Pruseth,  
ex-Watchman of O.S.C.M.F.

**Short Recitals of the Case**

Shri Bhubaneswar Pruseth, ex-Watchman was punished by the Odisha State Co-operative Marketing Federation Limited (MARKFED, Odisha) vide Order No. 1315, dated the 28th May 2004 on the charge of negligence of duty, gross misconduct and for causing financial loss to the Federation. He raised an Industrial Dispute which was admitted into conciliation. The Conciliation Officer, finding no solution to the dispute, referred his report of failure to the Government which was registered as I.D. Case No. 35/2006 in the Court of the Presiding Officer, Labour Court, Sambalpur.

In the mean time, the workman approached the Management to settle the case out of Court and in lieu, find a way out for sustenance of his family.

Keeping in view the request made by Shri Bhubaneswar Pruseth and the circumstances stated above, both the parties settled the issue on the following terms and conditions :—

**Terms of Settlement**

Without prejudice to the action taken by the Management, the Management, after protracted discussion with Shri Bhubaneswar Pruseth, has agreed to settle the case on the following terms and conditions.

1. That, the Management shall provide alternative employment to Shri Bhubaneswar Pruseth in the form of daily rated worker immediately till the date of attaining his superannuation had Shri Bhubaneswar Pruseth been in the regular employment of Management Establishment.

2. That, Shri Bhubaneswar Pruseth will not be paid any other benefit/amount, whatsoever consequent to this settlement. However, Shri Bhubaneswar Pruseth will be placed in and around Kuchinda Branch of the Management.
3. That, the Industrial Dispute shall be disposed of in terms of this settlement and that Shri Bhubaneswar Pruseth shall have no right to claim anything from the Management which is the subject matter of reference in the Industrial Dispute Case No. 35/2006 pending in the Labour Court, Sambalpur.
4. That both, the Management emphasized and Shri Bhubaneswar Pruseth assured that these terms are agreed purely on compassionate ground and hence shall not create precedence for any case in future.

Both the parties agreed that this being an amicable settlement in respect of Shri Bhubaneswar Pruseth, with a spirit of goodwill and trust, this settlement is signed on this 13th day of July 2011.

#### Signature

Management's side

Bishweshwar Panda  
13-7-2011

Workman's side

Bhubaneswar Pruseth  
13-7-2011

#### Witnesses

Bijaya Kumar Purohit  
Advocate for the Management  
13-7-2011

R. L. Sharma  
Advocate for the Workman  
13-7-2011