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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 19th January 2011

No. 769—li/1(B)-96/2003-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 17th September 2010 in Industrial Dispute Case No. 15 of 2003 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s. Swastik Agro (India) Ltd., Bhubaneswar and its workmen represented through Bhubaneswar Industrial Workers' Union, Bhubaneswar was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 15 OF 2003

Dated the 17th September 2010

Present :

Shri Raghubir Dash, osjs (Sr. Branch),
Presiding Officer,
Industrial tribunal,
Bhubaneswar.

Between :

The Management of .. First-Party—Management
M/s. Swastik Agro (India) Ltd.,
Bhubaneswar.

And

Its Workmen represented through Bhubaneswar .. Second-Party—Workmen
Industrial Workers' Union, Bhubaneswar.

Appearances :

Shri R. N. Rath, Authorised representative .. For the First-Party—Management
Shri N. K. Mohanty, President of the Union .. For the Second-Party—Workmen

AWARD

This is a reference of an Industrial dispute made by the Government of Orissa in the Labour & Employment Department vide their Order No. 12386–li/l(B)-96/2003-LE., dated the 24th December 2003 for adjudication by this Tribunal. The Schedule of reference runs as follows :

- "1. Whether the termination of services of Shri Ashok Kumar Mohanty, Shri Debendra Kumar Das and Shri Niranjana Sasmal, ex-Workmen of M/s. Swastik Agro (India) Ltd., Bhubaneswar with effect from the 23rd August 2003 is legal and /or justified ? If not, what relief Shri Mohanty and two others are entitled to ?
2. Whether the termination of services of Shri Basanta Kumar Mahakud and 49 others (as per Annexure I of the failure report) by the management of M/s. Swastik Agro (India) Ltd., Bhubaneswar with effect from the 25th August 2003 is legal and/or justified ? If not, what relief Shri Mahakud and 49 others are entitled to ?"

2. Today the case is posted for adducing evidence of the management. The authorised representative of the management files hazira of one witness.

3. When the case was called on for hearing the representatives of both sides make a submission that the reference be disposed of in terms of the settlement arrived at by the parties/ their representatives outside this Tribunal. Memorandum of settlement (with Annexure-A with three pages) containing the terms and conditions are presented before this Tribunal. The representative of the second party is present with some of the workmen. The authorised representative of the first party, namely, Shri R. N. Rath is present with one Jugal Kishore Agrawal, said to be the son of Shri Basudev Agrawal who has signed the written statement as the Director of the first party. Both Mr. Rath and Mr. Jugal Kishore Agrawal have signed on the memorandum of settlement. In presence of all these persons I have read over and explained the memorandum of settlement and all of them admit to have put their signatures on the memorandum of settlement having fully understood the contents thereof. They submit that the terms and conditions have been correctly laid down in the memorandum of settlement. They agree to settle the dispute in terms of the memorandum of settlement.

Therefore, the terms of the settlement are recorded and the Award is passed in terms of the settlement. The memorandum of settlement do form part of the Award.

Dictated & corrected by me.

RAGHUBIR DASH
17-9-2010
Presiding Officer
Industrial Tribunal
Bhubaneswar

RAGHUBIR DASH
17-9-2010
Presiding Officer
Industrial Tribunal
Bhubaneswar

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

FORM K

(See Rule 64 of the Orissa Industrial Disputes Rules, 1959)

TERMS OF SETTLEMENT BETWEEN THE PARTIES

M/s. SWASTIK AGRO (INDIA) LIMITED (AND) THEIR WORKMEN REPRESENTED
THROUGH BHUBANESWAR INDUSTRIAL WORKERS' UNION

I. D. Case No. 15/2003**Made Part of the Award**

Shri Raghbir Dash
17-9-2010
Presiding Officer
Industrial Tribunal Bhubaneswar

Parties to the Dispute**Representing the Management**

1. Shri Jugal Kishore Agarwal,
M/s. Swastik Agro (India) Ltd.,
Bhubaneswar.

Representing the Workmen

1. Shri Naba Kishore Mohanty,
President,
Bhubaneswar Industrial Workers' Union.
2. Shri Chandra Sekhar Pattnaik

SHORT RECITAL OF THE CASE

The Government of Orissa in Labour & Employment Department in exercise of the powers under Section 12(5) and read with Section 10(1) of the Industrial Disputes Act, 1947 made the following reference to the Hon'ble Industrial Tribunal, Bhubaneswar for adjudication vide Order No. 12386-li/1(B)-96/2003-LE., dated the 24th December 2003 for adjudication, which has been registered as I.D. Case No. 15/2003 and the matter is under subjudice before this Hon'ble Court.

"Whether the termination of services of Shri Ashok Kumar Mohanty, Shri Debendra Kumar Das and Shri Niranjana Sasmal, ex-Workmen of M/s. Swastik Agro (India) Ltd., Bhubaneswar with effect from the 23rd August 2003 is legal and/or justified ? If not, what relief Shri Mohanty and two others are entitled to ?

Whether the termination of services of Shri Basant Kumar Mahakud and 49 others (as per Annexure I) of the failure report by the Management of M/s. Swastik Agro (India) Ltd., Bhubaneswar with effect from the 25th August 2003 is legal and/or justified ? If not, what relief Shri Mahakud and 49 others are entitled to ?"

WHEREAS, at present the production work of M/s. Swastik Agro (India) Limited has been fully stopped and till today there is no possibility of reopening and revamping of the factory for further production;

WHEREAS, during the proceedings before the Hon'ble Tribunal was going on both the parties agreed to settle the matter/disputes amicably without prosecuting/lingering further out of the Court and after prolonged and protect discussions between the parties the matter has been settled according to the following terms and conditions :-

TERMS OF SETTLEMENT

1. That, it is agreed by and between the parties that the Management of Swastik Agro (India) Limited shall pay full and final settlement to all the workers concerned according to the provisions of law. The details of the settlement amount is enclosed in Annexure A.
2. It is agreed by and between the parties that the payment shall be made in the Head Office of the Management's Company situated at 25-A, Janpath, Bhubaneswar within 15 days from the date of signing of the settlement.
3. It is agreed by and between the parties that after the settlement, the workers/workmen will not raise any dispute or any claim at anywhere or at any Court of Law in India.
4. It is agreed by and between the parties that if the factory will reopen by the Management and when the operational activities will be started then preference shall be given to the workers/disputants concerned in this dispute to work if they so agree.
5. It is agreed by and between the parties that the Management will co-operate with all respect to settle the E.P.F. Account at an early date and the concerned workers will sign at the time of receiving their full and final settlement.
6. Both the parties will file a joint petition before the Hon'ble Tribunal for passing an Award in accordance with the terms & conditions narrated in the terms of settlement.

Signature of the Parties

Signature of the Witness No. 1

1. R. N. Rath

Signature of the Management Representative

1. Jugal Kishore Agrawal

Signature of the Witness No. 2

1. Suresh Kumar Behera
2. Pramod Ku. Sur
3. Chandra Sekhar Patnaik
4. Abhimanyu Sahu
5. Niranjana Hati
6. Sarat Kumar Sahoo

Signature of the Workmen Representative

1. N. K. Mohanty

NAME OF ESTT. SWASTIK AGRO (INDIA) LTD., BHUBANESWAR

Sl. No.	Name	Designation	Date of joining	Date of leaving	Basic	HRA	Conveyance	Gratuity	Notice Pay	Compensation	Total
1	2	3	4	5	6	7	8	9	10	11	12
1	A. K. Mahanta	Shift Engineer	01-04-1997	23-08-2003	2,250	1,100	600	5,625	2,250	5,625	13,500
2	D. K. Das	Executive	01-01-1998	23-08-2003	1,500	700	400	3,750	1,500	3,750	9,000
3	N. Sasmal	Executive	01-03-2000	23-08-2003	2,000	1,000	500	0	2,000	3,000	5,000

Total .. 27,500

NAME OF ESTT. SWASTIK AGRO (INDIA) LTD., BHUBANESWAR

Ref. Sl. No.	Name	Date of joining	Date of leaving	Basic	HRA	Conveyance	Gratuity	Notice Pay	Compensation		Ex gratia	TOTAL
									Days	Amount		
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Basanta Ku. Mahakud	27-05-2001	25-08-2003	1,600	500	200	0	1,600	30	1,600	500	3,700
2	Rabindra Mohanty	11-03-2002	25-08-2003	1,500	500	500	0	1,500	15	750	500	2,750
3	Basanta Ku. Mahapatra	01-05-1999	25-08-2003	1,500	500	200	0	1,500	60	3,000	500	5,000
4	S. K. Nayak	01-01-1998	25-08-2003	1,500	700	400	3,750	1,500	0	3,750	0	9,000
5	P. Mangraj	28-10-1998	25-08-2003	1,500	500	100	3,750	1,500	0	3,750	0	9,000
6	Deba Brata Dhal	03-08-2002	25-08-2003	1,500	200	0	0	1,500	15	750	500	2,750
7	Radhashyam Dash	04-09-2002	25-08-2003	1,500	200	300	0	1,500	15	750	500	2,750
8	Omprakash Pattnaik	20-03-2002	25-08-2003	1,500	200	0	0	1,500	15	750	500	2,750
9	Kabindra Swain	01-03-2000	25-08-2003	1,300	0	0	0	1,300	45	1,950	500	3,750
10	Parikhita Biswal	23-04-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950
11	S. C. Pradhan	01-02-1998	25-08-2003	1,500	600	300	3,750	1,500	0	3,750	0	9,000
12	Ajay Patra	01-02-2001	25-08-2003	1,300	0	0	0	1,300	30	1,300	0	2,600
13	Deba Brata Behera	08-02-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
14	Bijaya Ku. Swain	08-05-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
15	Trupti Ranjan Mishra	20-01-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
16	Ratikanta Samal	OUTSIDER	OUTSIDER	0	0	0	0	1,300	0	0	700	2,000
17	Manas Ranjan Balwantray	OUTSIDER	OUTSIDER	0	0	0	0	1,300	0	0	700	2,000
18	Surendra Swain	28-10-1998	25-08-2003	1,300	0	0	3,250	1,300	0	3,250	0	7,800
19	Manmohan Barik	02-11-1998	25-08-2003	1,300	0	0	3,250	1,300	0	3,250	0	7,800
20	Bhagaban Behera	01-02-2000	25-08-2003	1,300	0	0	0	1,300	45	1,950	0	3,250
21	Santosh Behera	12-03-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
22	Basanta Behera	OUTSIDER	OUTSIDER	0	0	0	0	1,300	0	0	700	2,000
23	C. S. Pattnaik	28-10-1998	25-08-2003	1,300	0	0	3,250	1,300	0	3,250	0	7,800
24	Subash Ch. Behera	23-06-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950
25	Sarbeswar Behera	02-05-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950

1	2	3	4	5	6	7	8	9	10	11	12	13
26	Ratnakar Swain	01-01-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950
27	Panchanan Das	01-06-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950
28	Manjumani Swain	OUTSIDER		0	0	0	0	1,300	0	0	700	2,000
29	Prasanta Rath	19-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
30	Bijaya Ku. Behera	01-03-2002	25-08-2003	1,300	0	0	0	1,300	15	650	0	1,950
31	Naryan Das	10-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
32	Asish Ku. Mohanty	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
33	Ramesh Behera	25-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
34	Parsuram Bhoi	27-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
35	Babaji Ch. Sethi	12-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
36	Deepak Jena	29-05-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
37	Prasana Ku. Sen	24-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
38	Gopal Sethi	02-07-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
39	Ranjan Mishra	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
40	Abhimanyu Sahoo	OUTSIDER		0	0	0	0	1,300	0	2,600	0	3,900
41	Padmanav Behera	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
42	Satyaban Behera	02-07-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
43	Suprasana Malik	OUTSIDER		0	0	0	0	1,300	0	0	700	2,000
44	Benudhar Das	19-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
45	Kishore Pradhan	02-07-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
46	Prafulla Kumar Sahu	02-07-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
47	Tapan Ku. Pattnaik	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
48	Jagdev Pattnaik	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
49	Krushna Ch. Behera	27-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
50	Srikanta Mishra	18-06-2003	25-08-2003	1,300	0	0	0	1,300	0	0	700	2,000
	TOTAL						21,000	59,100		37,700	19,600	1,37,400