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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 24th December 2010

No. 10842–li/1(S)-25/2005–LE.–In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 16th April 2010 in I. D. Case No. 5 of 2006 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the management of M/s TATA Refractories Ltd., Belpahar, Jharsuguda and its workman Shri Biswambar Nayak 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. 5 OF 2006

The 16th April 2010

Present :

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

Between :

The Management of . . . First party–Management
M/s. TATA Refractories Ltd.,
Belpahar, Dist. Jharsuguda.

And

Its workman Shri Biswambar Nayak, . . . Second party–Workman
P. No. 1407, Sr. Technician,
Belpahar, Dist. Jharsuguda.

Appearances :

Shri B. K. Purohit, Advocate & . . . For the first party–Management
Shri S. R. Sahu, General Manager

Self . . . For the second party–Workman

A W A R D

This case arises out of the reference made by the Government of Orissa, Labour & Employment Department under 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. 2913 (5) Dt. 31st March 2006 for adjudication of the dispute in the schedule :-

“Whether the termination of services of Shri Biswambar Nayak with effect from 2nd September 2003 by the management of M/s. TATA Refractories Ltd., Belpahar is legal and/or justified ? If not, what relief he is entitled to ?”

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 form part of the Award.

A W A R D

The award is passed in terms of the settlement between both the parties.

Dictated and corrected by me.

S. MAHAPATRA
16-4-2010
Presiding Officer
Labour Court
Sambalpur

S. MAHAPATRA
16-4-2010
Presiding Officer
Labour Court
Sambalpur

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

FORM 'K'

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

MEMORANDUM OF SETTLEMENT**Name of the parties**

- Representing employer . . . M/s. TATA Refractories Limited. represented through Shri Sibaram Sahu, General Manager (H.R.M. & Admn.), At/P.O. Belpahar, Dist. Jharsuguda.
- Representing Workman . . . Shri Biswambar Naik, Ex-Personal No. 1407, Ex-Senior Technician, TATA Refractories Limited, At Belpahar, P. O. Belpahar, Dist. Jharsuguda.

SHORT RECITAL OF THE CASE

WHEREAS the representing workman Shri Biswambar Naik was working with the representing employer M/s. TATA Refractories Limited ;

AND WHEREAS the representing workman during his service with the representing employer had resorted to serious acts of misconducts followed by holding of domestic inquiry for such misconducts resulting in dismissal of the representing workman from his service by the representing employer ;

AND WHEREAS the matter came up for conciliation before the District Labour Officer, Jharsuguda which ended in a failure ;

AND WHEREAS the Government of Orissa in the Labour & Employment Department has referred the matter in dispute between the representing employer and the representing workman for adjudication to the Labour Court, Sambalpur which has been registered as I. D. Case No. 5, 2006 and is pending for disposal in accordance with law ;

AND WHEREAS in the meantime the representing workman has approached time and again to the representing employer to settle up his matter out of the Court and requested for financial assistance in lieu of settlement ;

AND WHEREAS after several rounds of discussions between the representing employer and the representing workman, it is agreed by both the concerned parties to reach to a settlement and, therefore, to reduce the terms of settlement between the representing parties, it is hereby agreed to enter into the settlement on the following terms under the provisions of Industrial Disputes Act, 1947 on this sixteenth day of April, 2010.

TERMS OF SETTLEMENT

1. The workman has agreed to accept and the employer has agreed to pay the workman a sum of Rs. 1,20,000 (rupees one lakh twenty thousand only) towards full and final settlement relating to his employment with the employer.

2. The said payment by the employer to the workman shall be one-time payment in lieu of all claims, consequential benefits, etc. of the workman as the workman may be entitled for and admissible under the provisions of law and are coming under the purview of the I. D. Case No. 5 of 2006 pending in the Labour Court, Sambalpur.

3. With this present settlement, all claims made by the workman and are accrued under law against the employer shall be treated as fully settled leaving no claim whatsoever by the workman against the employer and that the relationship of employer and employee shall come to an end.

4. It is agreed by the workman that he shall not make any claim whatsoever against the employer relating to his employment or non-employment or conditions of service in future in any Forum and Court of law as his claims are fully settled.

5. It is also agreed by the workman further that he shall not create any disturbance or engage himself in any unlawful activities against his employer.

6. The workman will not be paid any other benefit/amount, whatsoever or reinstatement in service consequent to this settlement.

7. The Management agreed to pay all the terminal benefits to the workman which are due to him up to 2nd September 2003 i. e., the date of his dismissal. However, the full and final settlement, including Gratuity will be made after the workman gets a "no dues certificate" from all the concerned departments of the employer.

8. Both the Management emphasized and workman assured that these terms are agreed purely on compassionate ground and hence shall not create a precedence for any case in future.

In token of the acceptance of the above terms of conditions, both the parties have affixed their signatures hereunto on the date, month and year above mentioned at Belpahar, P. O. Belpahar, Dist. Jharsuguda.

SIGNATURE OF PARTIES

Witnesses

1. Shri Bijaya Kumar Purohit
16-4-2010

2. Shri Mahendra Kumar Jenamani

Workman

Sd./

1. (Shri Biswambar Naik)
16-4-2010

Employer

Sd./

1. (Shri Sibaram Sahu)

16-4-2010

General Manager (H.R.M. & Admn.)

Copy to (1) Conciliation Officer-*cum*-District Labour Officer, Jharsuguda

(2) Labour Commissioner, Orissa, Bhubaneswar

(3) Secretary to Government of Orissa, Labour & Employment Department,
Bhubaneswar.