

# The Odisha Gazette

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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 4th August 2012

No. 7011—li/1(B)-101/1994(Pt.)-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 6th June 2012 in Industrial Dispute Case No. 188 of 1994 of the Presiding Officer, Labour Court, Bhubaneswar to whom the Industrial Dispute between the Management of M/s Janata General Store, Choudhury Bazar, Cuttack and its workman Shri Jagannath Behera was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 188 OF 1994

Dated the 6th June 2012

*Present :*

S.A.K.Z. Ahamed,  
Presiding Officer,  
Labour Court, Bhubaneswar.

*Between :*

The Owner .. First Party—Management  
M/s Janata General Store,  
Choudhury Bazar, Cuttack.

And

Shri Jagannath Behera .. Second Party—Workman  
C/o Kishore Charan Majhi,  
Labour Colony, Rajabagicha,  
Badambadi, Cuttack.

*Appearances :*

Shri Sudeep Sahoo, Authorised Representative . . . For the First Party—Management

Shri Jagannath Behera . . . For the Second Party—Workman himself

## AWARD

The Government of Odisha in exercising of powers 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, have referred the matter in dispute to this Court vide Order No. 15148—li(B)-1-01/1994-LE., dated the 24th November 1994 of the Labour & Employment Department, Bhubaneswar for adjudication.

“Whether the action of the owner of M/s Janata General Store, Choudhury Bazar, Cuttack in terminating the services of Shri Jagannath Behera, Salesman with effect from the 22nd March 1994 is legal and/or justified ? If not, what relief the workman is entitled to ?”

2. During the course of hearing both the parties filed a joint petition praying for passing an award in terms of settlement as the matter is amicably settled in terms of memorandum of settlement drawn by both the parties in form ‘K’. The terms embodied in the settlement are readover 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. The terms of settlement being lawful are recorded. I am satisfied that the settlement is voluntary in nature. An Award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

S. A. K.Z. AHAMED

06-06-2012

Presiding Officer

Labour Court, Bhubaneswar

S. A. K.Z. AHAMED

06-06-2012

Presiding Officer

Labour Court, Bhubaneswar

By order of the Governor

M. R. CHOUDHURY

Under-Secretary to Government

## FORM K

(See Rule - 64)

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF M/s JANATA  
GENERAL STORE AND ITS WORKMAN SHRI JAGANNATH BEHERA

Name of the Parties :

(A) Representing the Employer :

Shri Sudeep Sahoo

(B) Representing the Workman :

Shri Jagannath Behera

Made part of the Award

S. A. K.Z. AHAMED

06-06-2012

Presiding Officer

Labour Court, Bhubaneswar

## SHORT RECITAL OF THE CASE

Whereas the Government of Odisha in Labour & Employment Department made an order of reference No. 15148, dated the 24th November 1994 for adjudication by the Presiding Officer, Labour Court, Bhubaneswar in respect of alleged termination of the workman with effect from the 22nd March 1994 by the management the same has been registered as I. D. Case No. 188 of 1994. The parties having submitted their pleadings, the matter has been fixed for hearing but the case has been long drawn. While the matter remained so, the workman keeping in view of the uncertainty of the present litigation with the intervention of some well wishers of both the parties approached the management for settling the dispute mutually and amicably out of the Court. Thus there ensue bipartite talks of compromise by between the parties and after protracted discussion with active mediation of the respective advisors and well wishers of the parties, they have resolved the dispute on the following terms and conditions :

## TERMS OF SETTLEMENT

- (1) It is agreed by and between the parties that the services of the workman shall be treated to have been ceased with effect from the 22nd March 1994.
- (2) Both the parties agree that as a gesture of goodwill to resolve all claims, disputes, grievances, outstanding payments, etc. a sum of Rs. 20,000 (Consolidated) shall be paid to the workman towards full and final settlement.
- (3) It is agreed by and between the parties that the settled amount shall be paid in the Court premises in form of a A/c payee cheque before the Hon'ble Labour Court. The workman agrees to render due stamp receipt acknowledging the above payment which shall be part of this Settlement.

- (4) It is agreed by virtue of this settlement all claims and disputes arising out of employment, non-employment and terms of employment of the workman under the first party management stand resolved fully and finally and that no other or further claim in such respect whatsoever shall lie or be raised by any party in future.
- (5) Both parties agree to file a joint petition for composition of the pending reference in I. D. Case No. 188 of 1994 before the Labour Court, Bhubaneswar enclosing a copy of the settlement and with a prayer to pass an award in terms of the present settlement.
- (6) Both parties agree that the above settlement is fair, amicable and reasonable and they have lent their signature on their own volition and free will without any threat, coercion or undue influence whatsoever.

Signed this the 6th day of June 2012 at Bhubaneswar

### Signature of the Parties

A. Representing the Management

1. Sudeep Sahoo

Witnesses

1. Aditya Mishra, Advocate

2. Tarun Kanta Pattanayak, Advocate

B. Representing the Workman

1. ଶ୍ରୀ ଜଗନ୍ନାଥ ବେହେରା

### R E C E I P T

Received Rs. 20,000 (Rupees twenty thousand only) from the employer M/s Janata General Store, Cuttack as per Settlement in Form - K, dated the 6th June 2012 by A/c payee Cheque No. 230279, dated the 6th June 2012 drawn on Union Bank of India, Cuttack as full and final settlement of all my lawful dues.

Bhubaneswar

Date 06-06-2012

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Jagannath Behera