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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 12th June 2013

No. 5449—li/1(B)-21/2008 (Pt.)-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 30th May 2011 in Industrial Dispute Case No. 01 of 2009 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the Management of M/s. First Flight Courier Ltd., Jamsedpur and its Workman Shri Susanta Kumar Panda, ex Office Assistant 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. 01 OF 2009

Dated the 30th May 2011

Present :

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

Between :

The Management of . . . First Party—Management
M/s. First Flight Courier Ltd.,
76-B, 4th Floor Sre Jee Arcade,
Paner Road, Sakchi,
Jamsedpur-831001.

And

Shri Susanta Kumar Panda, . . . Second Party—Workman
C/o Mr. Budhadev Panda,
At/P.O. Fakirpur,
Dist. Keonjhar, Odisha.

Appearances :

For the First Party—Management	. . . Shri B. K. Nayak, Authorised Representative.
<hr/>	
For the Second Party—Workman	. . . Himself

AWARD

This case arises out of the reference made by the Government of Odisha, Labour & Employment Department under 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. 13093(4), dated the 29th December 2008 for adjudication of the dispute in the Schedule :

“Whether the termination of services by way of refusal of employment of Shri Susanta Kumar Panda, ex Office Assistant with effect from the 6th August 2007 by the management of M/s. First Flight Courier Ltd., is legal and/or justified ? If not, what relief the workman 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 the settlement. The workman also filed copy of money receipt with full and final. 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.

AWARD

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

Dictated and corrected by me

SAROJINI MAHAPATRA
30-5-2011
Presiding Officer
Labour Court, Sambalpur

SAROJINI MAHAPATRA
30-5-2011
Presiding Officer,
Labour Court, Sambalpur

By order of the Governor
J. DALANAYAK
Under-Secretary to Government

THE ODISHA INDUSTRIAL DISPUTES RULES, 1959

FORM K

(See Rule 64)

MEMORANDUM OF SETTLEMENT

Name and Address of the Parties :

Representing Employer of Management of M/s. First Flight Couriers Ltd. through its Sr. Area System Executive Shri Bikash Kumar Nayak, Budharaja, Sambalpur.

And

Representing Workman Shri Susanta Panda, aged about 29 years, son of Shri Basudev Panda of At/P.O. Fakirpur, Dist. Keonjhar, ex Office Assistant under the Management of M/s. First Flight Couriers Ltd., Keonjhar Branch.

MADE PART OF THE AWARD

Short Recital of the Case

WHEREAS, the said Workman Shri Susanta Panda (hereinafter referred to as workman) has raised an industrial dispute concerning his termination/refusal of service by the M/s. First Flight Couriers Ltd. (hereinafter referred to as management) and praying for his reinstatement in service with back wages and with all consequential service benefits ;

AND WHEREAS, the said dispute is pending before the Presiding Officer, Labour Court, Sambalpur bearing I.D. Case No. 01 of 2009 ;

AND WHEREAS, both the parties have negotiated from to time for an amicable settlement of the industrial dispute and as a result of the discussions, both the parties have agreed to settle the dispute outside the Court upon the following terms and conditions :—

Terms of Conditions

1. That, the Management of M/s. First Flight Couriers Ltd. agrees to pay a lump sum amount of Rs. 35,000 (Rupees thirty-five thousand) only to Shri Susanta Panda (Workman), towards the full and final settlement of all his claim arising out of the present industrial dispute case and the workman agrees to receive the said amount to his entire satisfaction without any further past, present and future claim upon the management arising out of such termination/refusal of service.
2. That, in consideration of the payment of the amount as mentioned in Paragraph 1 above by the management and the receipt of the said amount by the workman, the workman shall not claim either reinstatement or re-employment or any other relief, monetary or otherwise against the management in any court of law and the workman shall have no claim/demand/dispute or grievance whatsoever with the management on the said account and the *vice versa*.

3. That, on payment of the aforesaid amount in full and final settlement of all claim of the workman, there remains no dispute whatsoever between the parties from this day onwards and the workman has settled all his disputes/claims with the management under this Memorandum of Settlement.
4. That, on payment of the aforesaid amount in full and final settlement of all claim of the workman, there remains no dispute whatsoever between the parties from this day onwards and there stands no other due whatsoever to the said workman from the management of M/s. First Flight Couriers Ltd. and the workman shall have no claim/demand/dispute or grievance whatsoever with the management on the said account.
5. That, it is further agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Labour Court, Sambalpur in I.D. Case No. 01 of 2009 as a measure of mutual settlement so as to settle the said I.D. Case in terms of the present settlement and the aforesaid agreed amount shall be paid on the date of presentation of this Memorandum of Settlement before the Presiding Officer, Labour Court, Sambalpur along with acknowledgement receipt of the workman.

IN WITNESS WHEREOF both the parties append their signatures having accepted the above terms and conditions in presence of the witnesses.

Witnesses for the Management :

- | | |
|--|--|
| <p>1. Basant Nayak, (Accts. Exe.),
S/o Late Shyamsunder Nayak,
M/s. First Flight Couriers Ltd.,
U-22/2, Forest Park,
Bhubaneswar-751009.</p> | <p>Bikash Kumar Nayak
30-5-2011
Sr. Area System Executive, Sambalpur
For and on behalf of the Management
M/s. First Flight Couriers Ltd.</p> |
| <p>2. Ramhari Karki, (Accts. Exe.),
S/o Late Narayan Bahadur Kanu,
M/s. First Flight Couriers Ltd.,
Budharaja,
Sambalpur-768004.</p> | |

Witnesses for the Workman :

- | | |
|---|--|
| <p>1. Budhadev Panda,
S/o Late Bal Krishna Panda,
At/P.O. Fakirpur,
P.S. Anandapur,
Dist. Keonjhar.</p> | <p>Susanta Kumar Panda
30-5-2011
For the Workman</p> |
| <p>2. ବାଲଧର ଦାସ,
ପିତା v ମଣି ଦାସ,
ସା/ପୋ ଫକିରପୁର,
ଥାନା ଆନନ୍ଦପୁର,
ଜିଲ୍ଲା କେନ୍ଦୁଝର ।</p> | |

ACKNOWLEDGEMENT OF WORKMAN

I, Shri Susanta Panda, aged about 29 years, son of Shri Basudev Panda of At/P.O. Fakirpur, Dist. Keonjhar having worked as Office Assistant in the establishment of M/s. First Flight Couriers Ltd., Keonjhar Branch hereby acknowledge the receipt for the sum of Rs. 35,000 (Rupees thirty-five thousand) only vide Demand Draft No. 880870, Dt. 28-5-2011 drawn on in full and final settlement of all my dues and claims regarding my employment with the management M/s. First Flight Couriers Ltd. stated herein above and therefore, there is nothing more due to me from the management of M/s. First Flight Couriers Ltd. and I have no claim/demand/dispute or grievance of whatsoever from/against the management of M/s. First Flight Couriers Ltd. including the right of reinstatement in the service/re-employment in the management of M/s. First Flight Couriers Ltd.

Place : Sambalpur
Date : 30-5-2011

Susanta Kumar Panda
30-5-2011
Signature of Employee

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