

The Odisha Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 2319 CUTTACK, WEDNESDAY, NOVEMBER 27, 2013/MARGASIRA 6, 1935

LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 5th November 2013

No. 12703—IR(ID)-83/2011-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 20th September 2013 in Industrial Dispute Case No. 50 of 2011 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s Pine Cask Bottling Pvt. Ltd., A/17-HIG, Palashpalli, Bhubaneswar-20 and its Workman Shri Dusasan Pradhan was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 50 OF 2011

Dated the 20th September 2013

Present :

Shri P. K. Ray, O.S.J.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal,
Bhubaneswar.

Between :

The Management of
M/s Pine Cask Bottling Pvt. Ltd.
(Corporate Office),
A/17, HIG, Palashpalli,
Bhubaneswar-20
Dist. Khurda.

.. First Party—Management

And

Its Workman,
Shri Dusasan Pradhan,
S/o Late Nityananda Paradhan,
At Kalibati, P.O. Motta, P.S. Jankia,
Dist. Khurda.

.. Second Party—Workman

Appearances :

For the First Party—Management	. . . Shri V. Pande, Auth. Rept.
For the Second Party—Workman himself	. . . Shri D. Pradhan.

A W A R D

This case has been instituted under Section 10(1) (d) of the Industrial Disputes Act, 1947 (for short, the Act) on a reference made by the Labour & E.S.I. Department of the Government of Odisha under Section 12(5) of the Act vide its Letter No. 8537—ID-83/2011-L.E., dated the 19th September 2011 with the following Schedule:—

“Whether Shri Dusasan Pradhan, Supervisor in M/s Pine Cask Bottling Pvt. Ltd., Bhubaneswar is deemed as a workman under Section 2(s) of the Industrial Disputes Act ? If yes, whether action of the management M/s Pine Cask Bottling Pvt. Ltd., Bhubaneswar in terminating the services of Shri Pradhan, Supervisor with effect from the 10th September 2010 is legal and/or justified ? If not, what relief Shri Pradhan is entitled to ?”

2. The case was posted to 13-9-2013 for hearing. On that day the workman as well as the authorized representative of the management being present in the Tribunal submitted that the dispute under reference having already been settled between them amicably out of the Court, an Award may be passed in terms of the settlement. They also filed a joint petition along with the memorandum of settlement drawnup in Form-”K”.

3. The terms of the settlement embodied in the settlement were read over and explained to the parties and they admitted the same to be true and correct and gave out that they entered into such settlement on their own volition without there being any coercion from either side. Accordingly the settlement is recorded and an Award is passed in terms of the settlement, which do form part of the Award.

Dictated and corrected by me.

P. K. RAY
20-9-2013
Presiding Officer
Industrial Tribunal
Bhubaneswar.

P. K. RAY
20-9-2013
Presiding Officer
Industrial Tribunal
Bhubaneswar.

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

FORM-K

(See Rule 64)

FORM OF MEMORANDUM OF SETTLEMENT

Memorandum of Settlement, dated the 13th September 2013 between M/s Pine Cask Bottling Pvt. Ltd., Bhubaneswar, represented through its authorised representative Shri Vivek Pande and Shri Dusasan Pradhan, S/o Late Nityananda Pradhan, At Baligadia, P.O./P.S. Jankia, Dist. Khurda.

Representing the Management

Shri Vivek Pande,
Aged about 32 years,
S/o Shri Santosh Kumar Pande,
At present Manager,
M/s Pine Cask Bottling Pvt. Ltd.,
A/17, HIG, Palashpalli,
Bhubaneswar-20.

Representing the Workman

Shri Dusasan Pradhan,
Aged about 48 years,
S/o Late Nityananda Pradhan,
At Baligadia, P.O./P.S. Jankia,
Dist. Khurda.

SHORT RECITAL OF THE CASE

Whereas the above named workman Shri Dusasan Pradhan has raised an industrial Dispute against his employer/management challenging his termination from service with effect from the 10th September 2010 as illegal and unjustified in I.D. Case No. 50/2011 before the Presiding Officer, Industrial Tribunal, Bhubaneswar.

AND

Whereas during the pendency of the above case the workman Shri Dusasan Pradhan approached the management and requested for a settlement of the dispute in question and after a protracted discussion, both the management and the workman agreed to settle the dispute under the following terms and conditions :—

TERMS & CONDITIONS OF SETTLEMENT

1. That, it is agreed between the parties that the workman Shri Dusasan Pradhan will be paid a lump sum of Rs. 1,30,000 (Rupees one lakh thirty thousand) only as his full and final amount towards all his service benefits.
2. That, it is agreed that the management shall pay the above full and final settlement of Rs. 1,30,000 (Rupees one lakh thirty thousand) only to the workman Shri Dusasan Pradhan in shape of A/C payee cheque vide No. 271957, Dt. 12-9-2013 drawn on State Bank of India, Bapuji Nagar Branch, Bhubaneswar in the premises of Presiding Officer, Industrial Tribunal, Bhubaneswar on the 13th September 2013 and the workman Shri Dusasan Pradhan shall handover the receipt of the above amount in token of acceptance.

3. That, on receipt of the above full and final settlement amount of Rs. 1,30,000 (Rupees one lakh thirty thousand) only both the parties shall file the memorandum of settlement before the officer, Industrial Tribunal, Bhubaneswar and the workman shall also file a petition before officer, Industrial Tribunal, Bhubaneswar for passing of necessary order to drop the proceeding in view of the settlement.
4. That, both the parties understand, agree and accept that, this agreement/settlement is amicable and with due volition and free from any influence and force from any corner and by virtue of the present settlement both the parties settled all existing as well as future demands/disputes and difference between the parties.
5. That, the workam Shri Dusasan Pradhan shall not raise any further dispute against the management challenging his termination and for consequential reliefs in future in view of the present settlement.
6. That, both the parties understand agree and accept this settlement as *bona fide* and amicable.

The settlement is signed on this day of in presence of the parties and witnesses.

Dusasan Pradhan

13-9-2013

Signature of the Workman

Signature of Management

Representative

Pine Cask Bottling Private Limited

Vivek Pande

13-9-2013

Authorised Signatory

Signature of Witnesses

1. Nishikanta Mohapatra

Advocate, Bhubaneswar

2. A. V. Naidu

Tharabali,

Rayagada.