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LABOUR & EMPLOYEES STATE INSURANCE DEPARTMENT

NOTIFICATION

The 26th November 2013

No. 13388—li-1-(B)-58/2006-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 16th September 2013 in I. D. Case No. 62 of 2010 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between the Management of M/s Macotex Consultant Pvt. Ltd., Bhubaneswar and its workman Shri Dandapani Baral was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 62 OF 2010

Dated the 16th September 2013

*Present :*

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

*Between :*

The Management of  
M/s Macotex Consultants Pvt. Ltd.,  
subsequently substituted as  
M/s Take Care India Pvt. Ltd.,  
Plot No. 1958/4083, Chintamaniswar Area,  
Bhubaneswar.

.. First Party—Management

And

Its workman  
Shri Dandapani Baral,  
S/o Shri Nilakantha Baral, Vill. Jagabandhupur,  
P.O. Salapariha, Via Kuhudi, Dist. Khurda,  
At present—C/o K. C. Mohanty,  
Plot No. 147, Chintamaniswar Area,  
P.O. Chintamaniswar, Bhubaneswar.

.. Second Party—Workman

*Appearances :*

Shri S. K. Pattnaik, Authorised Rept.	..	For the First Party—Management
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Shri D. Baral	..	For the Second Party—Workman himself

## AWARD

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. 7156—li (B)-58/2006-LESI., dated the 26th August 2010 with the following Schedule :—

“Whether the action of the management of M/s Macotex Consultants Pvt. Ltd., (subsequently substituted as M/s Take Care India Pvt. Ltd.), Bhubaneswar in terminating the services of Shri Dandapani Baral by way of refusal of employment with effect from the 1st December 2013 is legal and/or justified ? If not, to what relief Shri Baral is entitled” ?

2. The case was posted to 6-9-2013 for settlement of issues. 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 drawn up 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  
16-9-2013  
Presiding Officer  
Industrial Tribunal  
Bhubaneswar

P. K. RAY  
16-9-2013  
Presiding Officer  
Industrial Tribunal  
Bhubaneswar

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

## THE ODISHA INDUSTRIAL DISPUTES RULES, 1959

## FORM K

(See Rule 64)

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, BHUBANESWAR

I. D. CASE No. 62 OF 2010

The Management of .. First Party—Management  
M/s TAKE CARE INDIA Pvt. Ltd.,

Vs.

Shri Dandapani Baral .. Second Party—Workman

## MEMORANDUM OF SETTLEMENT

## NAME OF PARTIES

Representing Employer of Management of M/s TAKE CARE INDIA Pvt. Ltd., through its Authorised Representative Shri Susanta Ku. Pattnaik , aged 42 years, Son of Bhagirathi Pattnaik , Plot No. 1958/4083, Chintamaniswar Area, Bhubaneswar-6, Dist. Khurda.

And

Representing workman Shri Dandapani Baral, aged about 42 years, Son of Nilakantha Baral, At Jagbandhupur, P.O. Salapadhiha, Via Kuhudi, Dist. Khurda, At present C/o K. C. Mohanty, Plot No. 147, Chintamaniswar, Bhubaneswar-6, Dist. Khurda.

## SHORT RECITAL OF THE CASE

WHEREAS, the said workman Shri Dandapani Baral (hereinafter referred to as workman) has raised an Industrial Dispute case concerning his termination of service by the MACOTEX CONSULTANT Pvt. Ltd. (1st party management) praying for his reinstatement in service with back wages and with all consequential service benefits ;

AND WHEREAS, the said case is pending before the Presiding Officer, Industrial Tribunal, Bhubaneswar under the I. D. Case No. 62 of 2010 ;

AND WHEREAS, said company M/s MACOTEX CONSULTANT Pvt. Ltd., changed its company name to M/s TAKE CARE INDIA Pvt. Ltd., for which the said M/s TAKE CARE INDIA Pvt. Ltd. was impleaded as a party in the present case in substitution of M/s MACOTEX CONSULTANT Pvt. Ltd., by virtue of order of Hon'ble Tribunal, dated the 8th August 2013 ;

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

## TERMS AND CONDITIONS

1. That the management agrees to pay a lump sum amount of Rs. 60,000 (Rupees Sixty thousand) only to Shri Dabndapani Baral (workman) towards the full and final settlement of his

claim arising out of the present industrial dispute case and the workman agrees to receive the said amount to his satisfaction arising out of present dispute of termination of service.

2. That on payment of the above amount as mentioned in paragraph 1 by the management and the receipt thereof by the workman, the workman shall not claim either reinstatement or re-employment or otherwise against the management.

3. That on payment of the aforesaid amount in full and final settlement of claim of the workman, there remains no dispute between the parties from this day onwards arising out of termination of service and the workman has settled his disputes/claims with the management under this agreement.

4. That the workman shall have no claim/demand/dispute or grievance whatsoever with the management on the account of termination of his services.

5. That it is further agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Industrial Tribunal, Bhubaneswar in I. D. Case No. 62 of 2010 as a measure of mutual settlement so as to settle the said I.D. case in terms of the present settlement.

IN WITNESS WHEREOF both the parties appended their signatures on this 16th day of September 2013 having accepted the above terms and conditions.

Witnesses

	For & on behalf of Management
1. [Illegible]	(SUSANTAKUMAR PATTANAİK)
	Authorised Representative
2. Sukanta Dash	(DANDAPANI BARAL)
Advocate, BBSR.	Workman