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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 20th February 2013

No. 1649—li/1(B)-5/2002-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 17th October 2012 in Industrial Dispute Case No. 39 of 2002 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Konark Transformers (P) Ltd., Jagatpur, Cuttack and its workman Shri Surendranath Barik was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 39 OF 2002

Dated the 17th October 2002

Present :

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

Between :

The Management of M/s Konark
Transformers (P) Ltd.,
Jagatpur, Cuttack. First Party—Management

And

Its workman Shri Surendranath Barik, Second Party—Workman

Appearances :

For the First Party—Management S. Khan, Director.

For the Second Party—Workman himself Shri S. Barik.

AWARD

The Government of Odisha in the Labour & Employment Department in exercise 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 following dispute to this Court for adjudication vide Order No. 3688—li/1(B)-5/2002-LE., dated the 15th March 2002.

“Whether the termination of services of Shri Surendranath Barik, Ex-Typist by the management of M/s Konark Transformers (P) Ltd., Jagatpur, Cuttack with effect from the 15th September 2001 is legal and/or justified ? If not, to what relief Shri Barik is entitled ?”

2. The case of the workman, in brief, as set out in his statement of claim is that he was working as a Typist under the management since 31-1-1992 on a monthly salary of Rs. 1,600 till 15-9-2001. But all of a sudden the management terminated the service of the workman with effect from the 15th September 2001 without following the mandatory provisions of the Industrial Disputes Act, 1947. According to the workman, he has worked for more than 240 days continuously in each year but he has been terminated from service without complying of Section 25-F of the Industrial Disputes Act, 1947. No notice pay in lieu of one month notice and retrenchment compensation has been given by the management. On these back grounds, the workman has prayed for his reinstatement in service with full back wages.

3. On the other hand, the management appeared and filed written statement admitting that the workman was working as a Typist since 1992. During Super Cyclone on 29-10-1999 the factory of the management was completely damaged and the production activities was completely stopped from 29-10-1999 for which the establishment of the management was under lock and key and thereby there was no work available for the workman. Since the workman was engaged temporarily, he used to get his wages on the basis of days worked by him. As there was no work available for the workman, he approached the management to settle his final dues and accordingly the management has settled his final settlement dues on 19-9-2001. Thereafter the workman never turned up. According to the management, the workman has never been terminated, discharged or retrenched from service of the establishment of the management as alleged. The workman has left the service voluntarily after due settlement of his dues. On these averments, the management has prayed to answer the reference against the workman and in favour of the management.

4. In view of the above pleadings of both the parties, the following issues are settled :—

- (i) “Whether the termination of services of Shri Surendranath Barik, Ex-Typist by the management of M/s Konark Transformers (P) Ltd., Jagatpur, Cuttack with effect from the 15th September 2001 is legal and/or justified ?
- (ii) If not, to what relief Shri Barik is entitled ?

5. In order to substantiate his plea, the workman has examined himself as W.W.1 and proved the compromise petition executed between the parties and money receipt, dated 24-9-2002 under the cover of Exts. 1 and 2, respectively. On the other hand, the management neither adduced any evidence nor proved any document in support of his case.

FINDINGS

6. *Issue Nos. (i) & (ii)*—Both the issues are taken up together for the sake of convenience.

W.W.1 (workman) in his affidavit evidence has clearly admitted that during pendency of this case, he has received an amount of Rs. 50,000 in shape of Bank Draft bearing No. 797782, dated 22-9-2012 drawn on State Bank of India towards full and final settlement of his all dues under the cover Ext. 2. He has also deposed that a joint petition for compromise alongwith the settlement in Form 'K' under the cover of Ext. 1, has also been filed in this case. W.W.1 has further deposed that since the matter has already been settled, he has no claim as prayed for.

7. So in view of the above admission of the workman in his affidavit evidence, I am of the opinion that the termination of service of the workman by the management with effect from the 15th September 2001 is legal and justified and the workman is not entitled to get any relief as prayed for. Hence both the issues are answered accordingly.

8. Hence Ordered :

That the termination of services of Shri Surendranath Barik, Ex-Typist by the management of M/s Konark Transformers (P) Ltd., Jagatpur, Cuttack with effect from the 15th September 2001 is legal and justified. The workman Shri Barik is not entitled to get any relief as prayed for.

The reference is answered accordingly.

Dictated and corrected by me.

S. A. K.Z. AHAMED
17-10-2012
Presiding Officer
Labour Court, Bhubaneswar

S. A. K.Z. AHAMED
17-10-2012
Presiding Officer
Labour Court, Bhubaneswar

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