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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 16th October 2014

No. 8097—IR(ID)-146/2014-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 28th July, 2014 in Industrial Dispute Case No. 3 of 2013 of the Presiding Officer, Labour Court, Bhubaneswar wherein the industrial dispute between the Management of Principal, Bhubanananda School of Engineering, Cuttack and its workman Shri Santosh Kumar Behera was filed by the above mentioned workman under Section 2-A(2) of Industrial Disputes Act, 1947 for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR
INDUSTRIAL DISPUTE CASE NO. 3 OF 2013 U/s 2-A(2)
Dated the 28th July 2014

Present :

Shri S. K. Sahoo, o.s.j.s. (Jr. Branch),
Presiding Officer, Labour Court, Bhubaneswar.

Between :

The Management of . . . First Party—Management
Principal, Bhubanananda School of Engineering, Cuttack,
Near Jobra Area, At/P.O./Dist. Cuttack.

And

Its workman . . . Second Party—Workman
Shri Santosh Kumar Behera, S/o Shri Rabi Narayan Behera,
C/o Shri Duryodhan Behera, S/o Late Balaram Behera,
At/P.O. Seikh Bazar, Gopalsahi, Tulsipur, Cuttack.

Appearances :

None	.. For the First Party—Management
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Shri S. K. Behera	.. For the Second Party—Workman himself

A W A R D

This is an application under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short, the 'Act') filed by the second party workman.

2. The case of the second party workman, in short, is that he was engaged under the first party management on daily wage basis for the period from April, 2009 till July, 2010 and during the said period he had worked uninterruptedly. He alleged that during the end of July, 2010 the management refused him employment. According to him, the action of the management amounts to retrenchment and the same is illegal as well as unjustified on account of non-compliance of the provisions of the Industrial Disputes Act. His further stand is that during his continuance under the management he was never charge sheeted for any misconduct. In the aforesaid background, the workman has prayed for his reinstatement in service with full back wages.

3. Despite notice, as the first party management neither entered appearance nor filed its written statement it was set *ex parte* vide order No. 4, dated the 10th June 2013.

4. The second party workman filed his affidavit evidence and placed on record a document obtained from the District Labour Officer, Cuttack which has been marked as Ext. 1.

5. In his evidence on affidavit the second party workman has stated that he had served under the management for a continuous period of 485 days and during his continuance he was never charge sheeted for any misconduct. He further stated in his affidavit evidence that the management without complying with the provisions of the Industrial Disputes Act has terminated his service on the 31st July, 2010. Though the second party workman has not been able to produce any document regarding his engagement under the Management or his disengagement ; putting signature in any register as a proof of his attending duty ; receipt of his wages through vouchers etc., yet the document exhibited by him (Ext. 1) which is the copy of the proceedings maintained by the Assistant Labour Officer, Cuttack on the complaint of the second party workman, reflects that on the 4th December 2012 the representative of the Management, who had appeared before the Conciliation Officer on that date, admitted about the engagement of the workman under the management from April, 2009 to May, 2010 and stated that his disengagement was as per the Resolution of the D. T. & E. T. considering the work load. From the aforesaid statement of the representative of the management it can be said that the first party management had employed the workman for more than a year and therefore, while disengaging him compliance of the provisions of Section 25-F of the Act which was badly necessary was not *adhered* to by the first party management.

6. Considering the unchallenged testimony of the second party workman together with the documentary evidence as discussed above, the conclusion is inevitable that in spite of rendering continuous service of more than 240 days under the first party management the services of the second party workman have been terminated by way of refusal of employment is clear contravention of the provisions of the Industrial Disputes Act, 1947. Accordingly, while holding the action of the first party management to be neither legal nor justified, this Court directs the first party management to reinstate the second party workman in service forthwith and to pay him all his back wages from the date of his disengagement till passing of this Award, i. e. the 28th July, 2014 within a period of two months of the date of publication of this Award in the Official Gazette.

The case is disposed of accordingly.

Dictated and corrected by me.

S. K. SAHOO
28-7-2014
Presiding Officer
Labour Court, Bhubaneswar

S. K. SAHOO
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Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
M. NAYAK
Under-Secretary to Government