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LABOUR & EMPLOYEES STATE INSURANCE DEPARTMENT

NOTIFICATION

The 28th October 2014

No. 8500—IR-(ID)-152/2014-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 2nd August 2014 in I. D. Case No. 49 of 2013 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to where in industrial dispute between the Management of M/s United Breweries Ltd., Industrial Estate, Khurda, (2) M/s Subham Associates, Mukunda Prasad, Khurda and their Workman Shri Ainth Naik was filed by the workman for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE INDUSTRIAL TRIBUNAL, BHUBANESWAR
INDUSTRIAL DISPUTE CASE NO. 49 OF 2013 [2-A (2)]

Dated the 2nd August 2014

Present :

Shri Bijay Chandra Rath, O.S.J.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal,
Bhubaneswar.

Between :

- The Management of — .. First Party—Management
- (1) The General Manager,
M/s United Breweries Ltd.,
Plot No. B-1, Industrial Estate,
Khurda, Dist. Khurda.
- (2) Mr. Sameer Kumar Jena,
M/s Subham Associates,
By-pass New Colony,
Mukundaprasad,
P.O. P.N. College, Khurda.

2
And

Shri Ainth Naik,
At Kholadwara, Belpada,
P.O. Badatota, Belapada,
P.S. Jatni, Dist. Khurda.

.. Second Party—Workman

Appearances :

None	.. For the First Party—Management No. 1
Shri Sameer Kumar Jena, Proprietor	.. For the First Party—Management No. 2
Shri Ainth Naik	.. The Workman himself

AWARD

This is an application under Section 2-A (2) of the Industrial Disputes Act, 1947 filed by the second party workman challenging his termination from service with effect from the 5th December 2012 by way of illegal transfer to other establishment.

2. This case was posted to 31-7-2014 for filing objections by the workman on four different petitions filed by the Management. On that day the workman as well as the Proprietor of Management No. 2, under whom the workman was employed, by filing a joint petition prayed to drop/close the proceeding on a contention that the dispute between them no more exists and the same has been settled amicably. They also filed the settlement drawn up in Form-K.

The terms of the settlement embodied in the memorandum of settlement were read over and explained to the workman as well as the representative of the management and they admitted the same to be true and correct. They further gave out that they have entered into the settlement out of their own volition without there being any influence or coercion. The terms of the settlement being genuine have been accepted by this Tribunal and accordingly an Award is passed in terms of such settlement, which do form part of the Award.

Dictated and corrected by me.

BIJAY CHANDRA RATH
2-8-2014
Presiding Officer
Industrial Tribunal
Bhubaneswar

BIJAY CHANDRA RATH
2-8-2014
Presiding Officer
Industrial Tribunal
Bhubaneswar

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

FORM K

(See Rule 64)

Form for Memorandum of Settlement dated 22nd July 2014 signed between M/s Subham Associate, By-pass New Colony, Mukunda Prasad, P.O. P.N. College, Dist. Khurda-752057 and its workman Shri Ainth Naik, S/o Late Kumar Naik, At. Khaladwar, Belapada, P.O. Bodotota, P.S. Jatani, Dist. Khurda.

Name of Parties

Representing Employer(s) :
Sameer Kumar Jena
Proprietor of M/s Subham Associate, Khurda

Representing Workman :
Aintha Naik

SHORT RECITAL OF THE CASE

During pendency of ID Case No. 49 of 2013 (under Section 2A (2) of the Industrial Disputes Act, 1947) before the Industrial Tribunal, Bhubaneswar initiated on the basis of an application filed by Shri Ainth Naik and subsequent ID Case before the Labour Court, Bhubaneswar on the basis of Order No. 4965—IR (ID) 21/2014-LESI, dated the 26th June 2014 of the Government of Odisha in Labour and E.S.I. Department (Annexure-A), the workman Shri Aintha Naik (*alias* Aintha Nayak) and his employer M/s Subham Associate discussed the matters in dispute among themselves and also in the presence of authorized representative of the workman Shri Naik and his well wisher to settle the same amicably. After threadbare discussions the parties to dispute agreed to settle their dispute amicably out of their free will and volition on the terms recorded herein below :

TERMS OF SETTLEMENT

It is agreed by and between the parties :

1. That Shri Aintha Naik for his personal reasons shall not claim his reinstatement/re-engagement in service under M/s Subham Associate, Contractor of M/s United Breweries Limited, Khurda.
2. That in view of the fact that Shri Aintha Naik worked under his employer, M/s Subham Associate from 1-1-2009 to 5-12-2012, M/s Subham Associate, as a gesture of goodwill, shall pay a sum of Rs. 45,000 (Rupees forty-five thousand only) to Shri Naik towards full and final settlement of all his dues/claims/dispute, out of which Rs. 30,000 (Thirty thousand) will be paid by Account Payee Cheque to Shri Aintha Naik (*alias* Aintha Nayak, as his name stands as Aintha Nayak in his Bank Account in Oriental Bank of Commerce, Jatani Branch), and the balance amount of Rs. 15,000 (Fifteen thousand only) by cash, as insisted by him, in the presence of his authorized representative and other well wisher witness on the date of this settlement.
3. That Shri Ainth Naik will not raise any dispute or file any other case before any forum/court for his engagement/non-engagement or any other monetary benefit against his employer M/s Subham Associate, Khurda and also against the Principal employer M/s United Breweries Limited, Khurda, in view of this amicable settlement.
4. That both the parties will file a joint application (along with the copy of the money receipt) and submit the required number of copies of the settlement before the learned Industrial Tribunal, Bhubaneswar praying to close the ID Case No. 49 of 2013 or to pass award in terms of this settlement.
5. That both parties will also file a joint application (along with the copy of the money receipt) and submit the required number of copies of the settlement before the learned Labour

Court, Bhubaneswar praying to close the ID Case pending on the basis of Order No. 4965—IR (ID) 21/2014-LESI, dated the 26th June 2014 of the Government of Odisha in Labour & E.S.I. Department (Annexure-A) or pass an award in terms of this settlement.

6. That the parties to the settlement after understanding the contents and purports of this settlement which were explained to them in Odia have put their signature on this settlement.
7. That this settlement has been signed by the parties with their free will and volition without being actuated upon any force, undue influence or coercion.
8. This settlement is signed on the 22nd day of July 2014 at 4 P.M. at Bhubaneswar.

Signature of the parties

(Sameer Kumar Jena)
Proprietor of M/s Subham Associate,
Khurda.

(Aintha Naik)
S/o Late Kumar Naik
Address : Khaladwar, Belapada,
P.O. Bodotota, P.S. Jatani,
Dist. Khurda.

Witnesses :

1. Satyananda Behera
2. Swaroop Banerjee
3. Ranjit Ku. Senapati

MONEY RECEIPT

The 22nd July 2014

Received a total sum of Rs. 45,000 (Rupees forty-five thousand only) from the Proprietor M/s Subham Associate, By-pass New Colony, Mukunda Prasad, Khurda towards full and final settlement of all my dues/claims/dispute in terms of amicable bi-partite settlement, dated the 22nd July 2014 reached between Shri Aintha Naik (*alias* Aintha Nayak) and M/s Subham Associates in the following manner :

1. A sum of Rs. 30,000 (Rupees thirty thousand only) vide Cheque No. 859452, dated the 22nd July 2014 drawn on United Bank of India, Bhubaneswar Branch in favour of Aintha Nayak.
2. A sum of Rs. 15,000 (Rupees fifteen thousand only) in cash.

(Aintha Naik *alias* Aintha Nayak)

Paid by me :
(Smeer Kumar Jena)
Proprietor M/s Subham Associate
Dt. 22-7-2014

Witnesses :

1. Satyananda Behera
2. Ranjit Ku. Senapati