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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 2nd January 2020

No. 17—IR(ID)-91/2019-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 9th December 2019 in Industrial Dispute Case No. 31 of 2018[under Section 2-A(2)] of the Presiding Officer, Labour Court, Bhubaneswar wherein the industrial dispute between the Management of (1) M/s. Balajee Infratech & Construction Pvt. Ltd., Advent Atria, Chincholi, Malad (West), Mumbai City, (2) Management of M/s. Jagannath Construction, At Nuagaon, Dist. Dhenkanal, (3) M/s. Bhusan Steel Ltd., Bhusan Centre, Bhikaji Cama Place, New Delhi, (4) M/s. Tata Steel BSL Ltd., Mira Corporate Suites, Ishwar Nagar, Mathura Road, New Delhi and Shri Dayanidhi Rout, At Mahadia, P.O. Belapada, Via Gadasila, P.S. Motanga, Dist. Dhenkanal is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 31 OF 2018 [UNDER SECTION 2-A(2)]

Dated the 9th December 2019

*Present :*

Smt. Madhumita Mohanty,  
Presiding Officer, Labour Court, Bhubaneswar.

*Between :*

(1) Management of . . . First Party—Managements  
M/s. Balajee Infratech & Construction Pvt. Ltd.,  
Represented through its Directors,  
Registered Office 601602,  
Advent Atria, Chincholi, Bunder Road,

Opp. Kingstone Tower, Malad (West),  
Mumbai City, Maharashtra - 400064,  
At Present : C/o M/s. Bhusan Steel Ltd.,  
At/P.O. Narendrapur, Kusupanga,  
Dist. Dhenkanal - 759121.

- (2) Management of  
M/s. Jagannath Construction,  
Represented through its  
Proprietor Mr. Gangadhar Behera,  
At Nuagaon, P.O. Kanualu,  
P.S. Bhusan/Hindol,  
Via Meramandali, Dist.Dhenkanal.
- (3) M/s. Bhusan Steel Ltd.,  
Represented through its  
Managing Director, Bhusan Centre,  
Ground Floor, Hyatt Regency Complex,  
Bhikaji Cama Place, New Delhi - 110066,  
Factory Site-At Narendrapur,  
P.O. Kusupanga, Via Meramandali,  
Dist. Dhenkanal - 759121.
- (4) M/s. Tata Steel BSL Ltd.,  
Represented through its  
Managing Director,  
Regd. Office-Ground Floor,  
Mira Corporate Suites,  
Plot Nos. 1 & 2, Ishwar Nagar,  
Mathura Road, New Delhi (South) - 110065,  
Factory Site-At Narendrapur, P.O. Kusupanga,  
Via Meramandali, Dist. Dhenkanal - 759121.

And

Shri Dayanidhi Rout, aged about 41 Yrs.,  
S/o Hemanta Kumar Rout,  
At Mahadia, P.O. Belapada,  
Via Gadasila, P.S. Motanga,  
Dist. Dhenkanal - 759025.

.. Second Party—Workman

*Appearances :*

None	..	For the First Party—Management No. 1
Shri Atulya Behera, Authorised Representative	..	For the First Party—Management No. 2
Shri M. P. Singh, Authorised Representative	..	For the First Party—Management Nos. 3 and 4
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Shri Dayanidhi Rout	..	For the Second Party—Workman himself

## AWARD

On perusal of the record, it reveals that the present dispute has been raised by the second party workmen under Section 2-A(2) of the Industrial Dispute Act, 1947 (for short, 'the Act') wherein he has challenged his termination from service with effect from the 29th November 2017 by the management Nos. 1 and 2 in connivance with the management No. 3 without compliance of the provisions of the Act is illegal and unjustified and has made a prayer for his reinstatement with back wages, continuity of service and all other consequential service benefits.

The management No. 2 on the other hand filed its written statement contending therein that the second party being employed as a Supervisor by it, he is not coming under the definition of workman as defined under Section 2(s) of I. D. Act, 1947. The further contention of the management No. 2 is that it never refused employment to the second party as claimed by him in his statement of claim, rather he is not coming to the duty with effect from the 1st December 2017 despite telephonic communication made to him. The management admitted to be the immediate employer of the second party. With the above averments, the management No. 2 has prayed for the dismissal of the case.

The case record further reveals that when the case was posted for filing of written statement by management No. 4 the parties i. e. the second party and management No. 2 (who is the immediate employer of the second party) being present in the Court jointly filed a memorandum of settlement drawn up in Form - K stating that they have settled the dispute out of the Court and prayed to pass an Award in terms thereof.

The contents of the Form-K as well as the terms and conditions of the settlement are read over and explained to the parties who admit the same to be correct and they agreed for settlement of the dispute as per the terms and conditions set out in Form-K. Having regard to such settlement between the parties, their consent on the terms and conditions of the said settlement and the fact that the settlement has been reached voluntarily without any coercion and influence, this Court is inclined to pass an Award as per the terms of the settlement and accordingly, the settlement drawn up in Form-K between the parties shall form part of this Award.

The application is disposed of accordingly.

Dictated and corrected by me.

MADHUMITA MOHANTY  
09-12-2019  
Presiding Officer  
Labour Court, Bhubaneswar

MADHUMITA MOHANTY  
09-12-2019  
Presiding Officer  
Labour Court, Bhubaneswar

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By order of the Governor  
SANTOSH KUMAR MOHANTY  
Under-Secretary to Government

## FORM - K

BEFORE THE PRESIDING OFFICER, LABOUR COURT, BHUBANESWAR

I. D. Case No. 31 of 2018

## MEMORANDUM OF SETTLEMENT

## NAME OF THE PARTIES :

Representing Workman :—

Shri Dayanidhi Rout,

Son of Hemanta Kumar Rout,

At Mahadia, P.O. Belapada, Via Gadasila,

P.S. Motanga, Dist. Dhenkanal - 759025.

Made Part of the Award

Madhumita Mohanty

Presiding Officer, Labour Court

Bhubaneswar

And

Representing Employer :—

M/s. Jagannath Construction,

Represented through its Proprietor Mr. Gangadhar Behera,

At Nuagaon, P.O. Kanualu, P.S. Bhushan/Hindol,

Via Meramandali, Dist. Dhenkanal.

Represented by Atulya Behera,

S/o Gangadhar Behera,

Authorised Representative.

## SHORT RECITAL OF THE CASE

Whereas the above workman Dayanidhi Rout has filed an application under Section 2-A(2) of Industrial Disputes Act, 1947 and prayed for reinstatement in service and other service benefits before this Court and whereas the management of M/s. Jagannath Construction, represented through its Proprietor Mr. Gangadhar Behera contested the case by filing its written statement and the case is pending adjudication before the Hon'ble Court.

And whereas, both the parties to the dispute negotiated and agreed for an amicable settlement of the cases and as a result of the said discussions between the parties, they have agreed upon the following settlement :

## TERMS AND CONDITIONS OF SETTLEMENT

1. The said workman Shri Dayanidhi Rout will be paid an amount of Rs. 60,000 (Sixty thousand) only by the management towards full and final settlement of all his entitlements under the management and on receipt of the above, the workman shall have no claim or demand either at present or in future whatsoever against the present management or against any other management so impleaded as party in the present case.

2. On receipt of the above amount by Dayanidhi Rout, the present I. D. Case No. 31/2018 will be treated as disposed of on the basis of this compromise without involving any liability to the management.
3. It is agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Labour Court, Bhubaneswar as a measure of mutual settlement so as to pass appropriate order basing upon the above settlement.

In witness whereof both the parties append their signatures having accepted the above terms and conditions on this the 29th day of November 2019 before the Labour Court, Bhubaneswar.

WITNESSES

1. [ ILLEGIBLE ]

By the Workman  
Dayanidhi Rout  
29-11-2019

2. Anjan Kumar Das  
29-11-2019

For & on behalf of Management  
Atulya Behera  
29-11-2019

Atulya Behera  
S/o Gangadhar Behera  
Authorised Representative