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EXTRAORDINARY

අංක 1844/45 - 2014 ජනවාරි මස 06 වැනි සඳුදා - 2014.01.06
No. 1844/45 - MONDAY, JANUARY 06, 2014

(Published by Authority)

PART I : SECTION (I) — GENERAL
Government Notifications

My No. : IR/21/42/2012. *Case No.* A/3506 and

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE award dated 30.08.2013 trasmitted to me by the arbitrator to whom the industrial dispute between The Ceylon Mercantile Industrial and General Workers Union (CMU), No. 03, 22nd Lane, Colombo 03, of the one part and United Tractor and Equipment (Private) Ltd, No. 683, Negambo Road, Mabola, Wattala. of the other part was referred under Section 3(1)(d) of the Industrial Disputes Act, Chapter 131 (as amended), for settlement by arbitration is hereby published in terms of Section 18(1) of the said Act.

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
17th December, 2013.

Ref No. : IR/21/42/2012.

IN THE MATTER OF AN INDUSTRIAL DISPUTE

Between

The Ceylon Mercantile Industries
and General Worker's Union
(CMU),
No. 03, 22nd Lane, Colombo 03

..... Applicant

United Tractor and Equipment
(Private) Limited,
No. 683, Negombo Road,
Mabole, Wattala.

..... Respondent

AWARD

The Commissioner of Labour by virtue of the power vested in her by Section 3(1)(d) of the Industrial Dispute Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 revised edition) as amended by Acts, 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968, read with Industrial Disputes (Special Provision) Act, No. 37 of 1968, appointed me as the Arbitrator by her order dated 14.03.2013 and referred the dispute between the aforesaid parties to me for settlement by arbitration.

02. The matter in dispute between the aforesaid parties is :-

“Whether the termination of employment of Mr. A. A. B. S. Adhikari by United Tractor and Equipment (Private) Limited



is justified and if not what relief is the said workman entitled to”

03. Appearances :

Mr. E. V. N. Cabraal - Representative appeared for the Union. Mr. Wijaya Hettiarachchi Attorney-at-Law from the employers' Federation of Ceylon appeared for the Respondent, Mr. H. F. N. Silva - Personnel Manager was present on behalf of the Respondent Company.

04. This is case where the respondent has taken up the position that the termination of service of Mr. A. A. B. S. Adhikari was both justified in law and in equity and therefore he is not entitled to any relief either in law or equity. The respondent has stated further that the reference is bad in law and or ultravires and the Arbitrator has no jurisdiction to hear this matter.

05. The position of the union is that the termination of service of the employee is not justified in law or in equity and that the reference is not bad in law or ultravires and that the arbitrator has jurisdiction to hear this case. When this case was taken up on 09.07.2013, discussions ensued for some time and the possibilities of a settlement were explored. The Union wanted Rs. 500,000/- for settlement. The Respondent Company was prepared to pay only Rs. 400,000/-, It was suggested by me that the dispute be settled with a payment of Rs. 450,000/-, both parties wanted time to consider the proposal for settlement. The case was fixed for settlement or trial on 13.08.2013.

06. On 13.08.2013 the dispute was settled. The workman was prepared to accept Rs. 450,000/- for settlement and the company too agreed to settle the case with a payment of Rs. 450,000/-

07. The question of gratuity was raised. Although the question of gratuity is a statutory matter, it was suggested by me that overall settlement be made in respect of the dispute.

It was agreed between the parties that the period of service was more than 12 completed years of service and the workman would qualify for gratuity. It was agreed between the parties that the terminal salary was Rs. 23,354/- per month. The case was fixed for the payment on 26.08.2013.

08. Payment was made to Mr. A. A. B. S. Adikari in my presence on 26.08.2013 totalling Rs. 770,641.34 made up as follows :

(i) Compensation HSBC main branch cheque No. 926438 dated 23.08.2013	450,000.00
(ii) Gratuity 28.5 days unavailed leave pay, service incentive, bonus etc. HSBC branch cheque No. 806020 dated 23.08.2013	158,859.34
(iii) Provident Fund Bank of Ceylon Wattala branch cheque No. 175175 dated 23.08.2013	161,782.00

09. Mr. A. A. B. S. Adikari accepted the three cheques totalling Rs. 770,641.34 in full and final settlement of all claims statutory terminal or otherwise and both parties signed the case record. Mr. Ahikari signed a separate receipt prepared by the company. A copy of this receipts is filed in the case record.

10. I consider this settlement just and equitable and make award accordingly.

V. VIMALARAJAH,
Arbitrator.

30th August, 2013.

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