

Panaji, 21st January, 2021 (Magha 1, 1942)

SERIES II No. 43

OFFICIAL GOVERNMENT OF GOA GAZETTE



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 42 dated 14-01-2021 namely, Extraordinary dated 18-01-2021 from pages 1015 to 1016 regarding Notification from Department of Elections.

GOVERNMENT OF GOA

Department of Animal Husbandry &
Veterinary Services

Order

No. 15-34/AH/PART/2020-21/5848

Government of Goa is pleased to constitute with immediate effect Technical Management Committee for the State of Goa for implementing the National Programme for Bovine Breeding and Dairy Development (NPBBDD) with the following members:-

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|-------------------------------------|---|-----------|
| 1. Secretary (AH) | — | Chairman. |
| 2. Director (AH) | — | Member. |
| 3. GoI representative — DADF | — | Member. |
| 4. Department of Planning | — | Member. |
| 5. Department of Finance | — | Member. |
| 6. Project Directorate DRDA | — | Member. |
| 7. Managing Director —
Goa Dairy | — | Member. |
| 8. Managing Director—
SUMUL | — | Member. |

As per the guidelines of the scheme, in order to implement the scheme in the State of Goa a Technical Management Committee has to be constituted and the meeting of the Technical Management Committee (TMC) shall be organized after every 6 months (September & March) and a minimum of 05 members are required to form the quorum.

Technical Management Committee (TMC) is formed to review progress of Technical, Physical and Financial parameters and remove any bottlenecks quickly.

This Notification comes into force with immediate effect.

By order and in the name of the Governor of Goa.

Dr. Santosh V. Desai, Director & ex officio Joint Secretary (A.H.).

Panaji, 15th January, 2021.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3/3/Urban Credit/TS-II/PZ/2017/RCS/Suppl./3334

- Read: 1. Order No. 48-8-2001/TS-RCS-III/311 dated 21-04-2017.
2. Circular No. 6-13-81/EST/RCS/Part V/5833 dated 06-03-2020.
3. This office order No. 3/3/Urban Credit/TS-II/PZ/2017/RCS/Suppl./1450 dated 04-08-2020.
4. Letter No. VPK/HO/Dec-20/5372 dated 07-12-2020.

Whereas, vide Order read at Sr. No. 3 above, late Adv. Satyawan Gunlo Palkar, Ponda-Goa was appointed as the Registrar's Nominee from the panel constituted vide Order read at Sr. No. 1 above to adjudicate the disputes referred to him by The VPK Urban Co-operative Credit Society Ltd., Mardol-Goa.

And whereas, the Society vide its letter read at Sr. 4 above has informed that the society in its board meeting held on 29-10-2020 has resolved to appoint Adv. Sagar R. Parab, Ponda-Goa as Registrar's Nominee in place of Adv. Satyawan Gunlo Palkar, who was expired recently.

Therefore, in view of above, in partial modification to the office order read at Sr. No. 3 above and in exercise of powers conferred under Section 123B of the Goa Co-operative Societies Act, 2001, Adv. Sagar R. Parab is hereby authorised by the undersigned in place of Late Adv. Satyawan Gunlo Palkar to entertain all the disputes referred to him in the matter or recovery of loan overdues by the VPK Urban Co-operative Credit Society Ltd., Mardol-Goa.

When a purported dispute is referred by the society, the above named nominee is authorised to first decide under Section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by the society involves a dispute and pass appropriate orders under Section (1) of Section 86 of the Act. Before admitting the dispute the Registrar's Nominee shall ensure that the concerned society deposits the prescribed fees with the Asstt. Registrar of Co-operative Societies, Arbitration and Execution, North Goa District, Ponda-Goa.

Only upon the nominee satisfying that there exists a dispute he shall proceed to adjudicate the same and give award accordingly. The nominee shall abide by the terms and condition on which he was originally appointed as nominee vide order to be read as Sr. No. 1 above.

This appointment shall come into force with immediate effect and shall valid for one year unless renewed and in subject to withdrawal/being revoked at any stage without assigning any reasons.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 11th January, 2021.

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Order

No. 2020-11-Sanjivani/Misc/TSII/RCs(Part)/3415

In exercise of the powers vested in me under Section 67 A of the Goa Co-op. Societies Act, 2001, I, Arvind B. Khutkar, Registrar of Co-op. Societies, Government of Goa hereby appoint Shri Chintamani B. Perni, Dy. Director of Agriculture (Horticulture), Department of Agriculture as Administrator to manage the affairs of the Sanjivani Sahakari Sakhar Karkhana Ltd., D'nagar Tisk, in absence of elected Board of Directors.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 14th January, 2021.

Order

No. 42/4/2002/TS/RCS/3351

In exercise of the powers conferred by sub-section (1) of Section 4 of the Goa Co-operative Societies Act, 2001, and in supersession of the Government Order No. 42/4/2002/TS/RCS/4624 dated 07th January, 2020, the Government of Goa hereby appoints Biju Naik to be the Registrar of Co-operative Societies, for the State of Goa for the purpose of the said Act from 07-10-2020 i.e. with effect from the date on which she took over the charge of the Registrar of Co-operative Societies, Panaji-Goa.

By order and in the name of the Governor of
Goa.

Chokha Ram Garg, I.A.S., Secretary (Co-operation Department).

Panaji, 08th January, 2021.

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Office of the Asstt. Registrar of Co-operative
Societies

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Notification

No. 5-1908/2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "Magnolia Co-operative Housing Maintenance Society Ltd., Gauliwada, Fatorda, Salcete-Goa" has been registered under Code Symbol No. HSG (d)-1189/South Goa/2020.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 14th December, 2020.

Certificate of Registration

"Magnolia Co-operative Housing Maintenance Society Ltd., Gauliwada, Fatorda, Salcete-Goa" is registered on 14-12-2020 and it bears registration Code Symbol No. HSG(d)-1189/South Goa/2020 and it is classified as "Housing Society" under sub-classification No. 7(d) as "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 14th December, 2020.

Notification

No. 5-1916/2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "Queeny Residentials Co-operative Housing Society Ltd., Nagvaddo, Betalbatim, Salcete Goa" has been registered under Code Symbol No. HSG (b)-1190/South Goa/2020.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 15th December, 2020.

Certificate of Registration

"Queeny Residentials Co-operative Housing Society Ltd., Nagvaddo, Betalbatim, Salcete Goa" is registered on 15-12-2020 and it bears registration Code Symbol No. HSG (b)-1190/South Goa/2020, and it is classified as "Housing Society" under sub-classification No. 7 (b) as "Co-partnership Housing Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 15th December, 2020.

Notification

No. 5-1905/2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "The Aman Fortune Co-operative Housing Maintenance Society Ltd., Mangor Hill, Vasco-da-Gama, Goa" has been registered under Code Symbol No. HSG(d)-1191/South Goa/2020.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 17th December, 2020.

Certificate of Registration

"The Aman Fortune Co-operative Housing Maintenance Society Ltd., Mangor Hill, Vasco-da-Gama, Goa" is registered on 17-12-2020, and it bears registration Code Symbol No. HSG(d)-1191/South Goa/2020, and it is classified as "Housing Society" under sub-classification No. 7(d) as "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 17th December, 2020.

Notification

No. 5-1907-2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "Blue Sapphire Co-operative Housing Society Ltd., Colmorod, Navelim, Salcete-Goa" has been registered under Code Symbol No. HSG (b)-1192/South Goa/2020.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 17th December, 2020.

Certificate of Registration

"Blue Sapphire Co-operative Housing Society Ltd., Colmorod, Navelim, Salcete-Goa" is registered on 17-12-2020 and it bears registration Code Symbol No. HSG (b)-1192/South Goa/2020 and it is classified as "Housing Society" under sub-classification No. 7(b) as "Co-partnership Housing Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 17th December, 2020.

Notification

No. 5-1893/2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "Gogol Classic Co-operative Housing Maintenance Society Ltd., Margao-Curtorim Road, Near Chowgule College, Gogol, Margao-Goa" has been registered under Code Symbol No. HSG (d)-1193/South Goa/2020.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 23rd December, 2020.

Certificate of Registration

"Gogol Classic Co-operative Housing Maintenance Society Ltd., Margao-Curtorim Road, Near Chowgule College, Gogol, Margao-Goa" is registered on 23-12-2020, and it bears registration Code Symbol No. HSG (d)-1193/South Goa/2020, and it is classified as "Housing Society" under sub-classification No. 7(d) as "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

P. A. Parab, Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 23rd December, 2020.

Notification

No. 5-1878/2020/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of the Goa Co-operative Societies Act, 2001, "Karma Emerald (Block-'C-1') Co-operative Housing Maintenance Society Ltd.," Sancoale, Mormugao Goa" has been registered under Code Symbol No. HSG (d)-1194/South Goa/2020.

Sd/- (P. A. Parab), Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 23rd December, 2020.

Certificate of Registration

"Karma Emerald (Block-'C-1') Co-operative Housing Maintenance Society Ltd., Sancoale, Mormugao Goa" on 23-12-2020 and it bears registration Code Symbol No. HSG (d)-1194/South Goa/2020, and it is classified as "Housing Society" under sub-classification No. 7(d) as "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. A. Parab), Asstt. Registrar (Co-op. Societies), South Zone.

Margao, 23rd December, 2020.

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Department of Labour
Notification

No. 28/2/2020-LAB/04

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 16-12-2020 in reference No. IT/07/11 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 06th January, 2021.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva Hon'ble Presiding Officer)

Ref. No. IT/07/11

Shri Sandip Tanaji Borkar,
H. No. 150, Behind Alfina
Guest House, Aquem, Alto,
Margao-Goa.

... Workman/Party I

V/s

M/s Parle Agro Refreshing India,
Parle International—A Unit of Parle
Agro Pvt. Ltd. Western Express
Highway, Andheri (E), Mumbai,
H. No. 460, Aquem Baixo,
PO, Navelim, Salcete, Goa. ... Employer/Party II

Workman/Party I represented by Ld. Adv. Mrs. Harsha Naik under legal aid.

Employer/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 16th day of the month of December of the year 2020)

By Order dated 6-4-2011, bearing No. 28/6/2011-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

- (1) Whether Shri Sandip Tanaji Borkar can be construed as a 'workman' as defined under clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Parle Agro Refreshing India (Parle International, a Unit of Parle Agro Private Limited), having its registered office in Mumbai and local office in Aquem-Baixo, Goa, in terminating the services of Shri Sandip Tanaji Borkar with effect from 25-11-2009, is legal and justified?
- (3) If the answer to issue No. (2) above is in the negative, then, to what relief the work person is entitled?

2. Upon receipt of the reference, IT/07/11 came to be registered and notices were issued to both the parties under registered A.D. post. Upon their appearance, Party I filed a Claim statement at Exh. 7 and Party II filed a Written statement at Exh. 8.

3. In short, the case of Party I is that he was appointed by the company as a Pilot Salesman and initially posted at Ponda and was working in the field for promotion of sale of product of the company but he was not issued any letter of appointment. The Party I after putting about 8-10 months of service was appointed in regular employment with designation as Growth Promoter as per letter dated 12-1-2007 and his services was thereafter confirmed

vide letter dated 23-7-2007 based on performance. He was thereafter re-designated as Growth Officer, however the nature and type of duties were not changed and was working as salesman for sales/marketing of the goods of the company. The Party I was performing duty of a workman and it was neither managerial, supervisory nor administrative in nature and therefore the provisions of Sales Promotion Employees (Conditions of Service) Act, 1976 is not applicable to him.

4. The head office of the Party II is at Mumbai, however the local office is at Aquem Baixo, Navelim and the depot is at Davorlim, Margao. There are local Officers/Managers/Supervisors/In-charge of Party II within the Goa depot for overall supervision, promotion of sales, marketing, etc. The salesmen are required to follow instructions of those Officers and report to them and the said authorities are supervising, controlling and monitoring the activities of the salesmen working within Goa. The products of the company are distributed through the dealers appointed by Party II and their working and performance are monitored and controlled by local Officers in-charge of the company. The Party I was working sincerely, dedicatedly and devotionally and putting up his efforts for growth of the sale of the Party II by distributing the incentives and benefits of various schemes to the retail dealers, however the local Officers/Managers/Supervisors were not happy with the action of the Party I of giving the benefits of various schemes of the company to the retail dealers.

5. The Party I therefore from 5-5-2009 onwards was not allowed to go in the market by the local Officers and their Distributors were also told by them not to allow the Party I to board on their vehicles to go to the market for sales purpose and accordingly the Party I was prohibited to go on the field. The Party I was however continuously reporting at the said designated place of the dealer. The Party I was covered under the provision of Employees State Insurance Act and the relevant forms were taken by local Officers, however the said forms were not forwarded deliberately to the concerned authority as a result of which the monthly contribution although deducted was not credited to the ESI Authority and therefore the family of the Party I was deprived from ESI benefit including medical treatment. The Party I was also not paid salary, travelling, daily allowances and other reimbursement from February, 2009. The Party I made various representations to the Party II for releasing the payment of salary and also allowing him to report for duties, however no positive response was getting from the Party II.

6. The Party I is a sole earning member and his family fully depends on the daily earnings of the Party I. The family of the Party I is facing severe financial crunch and since the Party I was not allowed to report for work and not paid the salary, he filed an application dated 7-10-2009 before the Authority under Payment of Wages Act. The Party II falsely alleged that he remained absent un-authorizedly without prior approval from 5-5-2009 till date and that as per the terms of contract his services stood terminated. The Party I had not received any show cause notice, charge sheet nor conducted any enquiry. The Party I has not been paid the retrenchment compensation and/or notice pay as per provision under Section 25-F of the Industrial Disputes Act. The termination of the Party is therefore not maintainable. The refusal of employment/termination of services is illegal, bad in law and contrary to the facts of the case. The Party I was drawing salary of Rs. 8,093/- along with travelling allowance and daily allowance before refusal of employment. The Party I tried his level best to seek employment however, he could not succeed in getting any employment. The Party I is therefore entitled for reinstatement, full back wages and continuity in service and consequential benefits.

7. In the Written statement, the Party II stated that the reference is bad in law, misconceived and untenable. The Party I was employed as a Growth Officer and as such he is not a workman as contemplated under Section 2(s) of the Industrial Disputes Act. It was duty of the Party I as a Growth Officer to attend to Distributors and/or approach the area Growth Manager and/or company with regard to the work carried out by him and he is required to ensure primary and secondary sale of the product of the company through the Distributors, certifying/settling the claim of the Distributor, co-ordination, supply of products, etc. The Party I was employed in management Grade-MXII and unless the Party I certifies the claim of the distributor, the same could not be settled by the company. The services of the Party I was terminated by letter dated 25-11-2009 as he was continuously failing to report for duties since 5-5-2009. The Party I has approached the Tribunal with unclean hands. The Party I had not attended the duties from 5-5-2009 to 25-11-2009. The Party II has a sales office at Goa and engages about 10 employees for carrying out activities of sale of the product of the company. He was initially appointed a Growth Promoter and required to achieve the coverage of the market area and basically focus on sale of the company product in

the territory allotted to him. He was thereafter promoted/re-designated as Growth Officer. The Party I though continued to approach the Distributors, the same was only for the sake of coordinating primary and secondary sale of product and upon promotion, it was a duty of the Party I to settle the case of the Distributors and coordinate the supply of products.

8. The Party I started remaining un-authorizedly absent without any intimation and on account of his absence, it was impossible for the sales office at Goa to carry out its normal functions and the sales of the company was adversely affected. The Party I was never appointed as Pilot Salesman nor worked as a salesman. The Party I is not a workman and was carrying out supervisory and managerial duties controlling and monitoring the sales activities carried out at Goa being employed as Growth Officer. The Party I had filed an application before the Hon'ble Authority under the Payment of Wages Act. The contract for employment of Party I being terminable, the termination of service of the Party I is legal and proper. The Party I is not entitled for re-instatement, full back wages and continuity in service. The Party I is gainfully employed. No case is made out for grant of any reliefs and therefore the reference be dismissed.

9. In the rejoinder at Exh. 9, the Party I denied the case put forth by Party II in Written statement.

10. Issues that came to be framed at Exh. 12 are as follows:

- (1) Whether the Party I proves that he is squarely covered under the provisions of Section 2(s) of the Industrial Disputes Act, 1947?
- (2) Whether the Party I proves that from 5-5-2009 onwards, all of a sudden he was not allowed to go in the market by the local officers/managers/supervisors/in-charge of Party II and accordingly he was prohibited to go on field?
- (3) Whether the Party I proves that his entire family was deprived of all the E.S.I. benefits including the medical treatment?
- (4) Whether the Party I proves that the Party II has not paid him the earned salary and traveling, daily allowances and other reimbursements commencing from May 2009/February 2009?
- (5) Whether the Party I proves that the Party II terminated his services by violating the principles of natural justice and following

the unfair labour practice and hence the same is bad in law and contrary to the facts of the case?

- (6) Whether the Party II proves that he Party I is gainfully employed?
- (7) What Relief? What Award?

11. In support of his claim, the Party I Shri Sandip Borkar examined himself and produced on record a copy of offer of appointment by Party II dated 12-1-2007 at Exh. 19, a copy of letter of appointment dated 22-1-2007 at Exh. 20, a copy of letter dated 1-10-07 of my re-designation as Growth Officer at Exh. 21, a copy of confirmation letter dated 23-7-2007 at Exh. 22, a copy of leave note signed by Party I stating that he was on leave from 2-5-2009 to 5-5-2009 at Exh. 23, copies of Market reports at Exh. 24 colly, a copy of Stock position as on 1-6-2009 given by supplier at Exh. 25, Copies of four pay slips of January 2007, February 2007, March, 2009 and April, 2009 at Exh. 26 colly, letters dated 10-6-2009 and 10-8-2009 making claim of the salary and allowances along with copies of A.D. cards at Exh. 27 colly, copies of declaration form for the purpose of ESIC along with photos as annexures at Exh. 28 colly, a copy of letter dated 18-1-2010 addressed by Party I to the Regional Director, ESIC at Exh. 29, letter dated 4-2-2010 by Deputy Director, ESIC to Party II with a copy to Party I at Exh. 30, a copy of letter dated 8-2-2010 by the Manager ESIC to the Party I at Exh. 31, a copy of letter dated 8-3-2010 by the Party I to ESIC at Exh. 32, a copy of letter dated 26-4-2010 by the ESIC to the Party I at Exh. 33, a copy of letter of termination dated 25-11-2009 by the Party II to him at Exh. 34, a copy of letter dated 18-1-2010 raising dispute before the competent authority of Party II at Exh. 35, a copy of letter dated 3-2-2010 by Party II to the Party I at Exh. 36, a copy of letter dated 20-3-2010 by Party I to Party II at Exh. 37, a copy of application dated 15-2-2010 raising industrial dispute before Dy. Labour Commissioner at Exh. 38, a copy of failure report dated 19-1-2011 at Exh. 39, a copy of application dated 7-10-2009 filed before the Authority appointed under the Payment of Wages Act, claiming the wages at Exh. 40. The Party I also produced a copy of letter dated 22-1-2007 issued by Party II to Party I as a Growth Promoter at Exh. 56, a copy of confidential agreement signed on 10-3-2007 at Exh. 57, a copy of Form No. 16 dated 30-4-2007 and Form No. 16 dated 30-4-2008 at Exh. 58, a copy of letter dated 01-07-2008 issued by Party II to Party I as a Growth Officer along with correction letter and continuation sheet at Exh. 59 colly. In the cross

examination, the Party II produced through Party I a copy of claim process sheets submitted on 08-12-2008 and 12-11-2008 and damaged stock claims dated 05-11-2008 and 08-10-2008 along with details of products at Exh. 60 colly, a copy of the letter dated 10-8-2009 at Exh. 61.

12. On the other hand, the Party II examined Shri Dilip Borkar as witness and produced on record a copy of claim process along with damaged stock signed and verified by Party I for the period from 1-10-2008 to 31-10-2008 at Exh. 62 colly, a copy of claim process along with damaged stock signed and verified by Party I for the period from 1-9-2008 to 30-9-2008 at Exh. 63 colly, a copy of letter dated 10-8-2009 addressed by Party I to Party II at Exh. 64, a copy of Pay Order No. 026600 dated 18-2-2010 for an amount of Rs. 29,637/- along with the letter of termination and encl. at Exh. 65 colly, copies of document showing payment of ESI contributions during the period from 1-10-2006 to 30-9-2009 at Exh. 66 colly, copies of 4 letters addressed by Shri Marketing Services during the period from May 2009 to Sept. 2009 at Exh. 67 colly, a copy of application for employment duly signed by the Party I dated 26-10-2007 at Exh. 68 colly, a copy of credit note, claim processing sheet in respect of Prissie at Navelim for the period from 1-10-2008 along with its supporting accompaniments at Exh. 69 colly, a copy of credit note, claim processing sheet in respect of Prissie at Navelim for the month of Sept. 2008 along with its supporting accompaniment at Exh. 70 colly, a copy of reimbursement of expenses paid to the Party I by the company during the period from Jan. 2008 to Feb. 2009 at Exh. 71 colly, a copy of letter dated 22-2-2010 addressed by the Party II to the ESI Authorities at Goa at Exh. 72, a copy of letter dated 4-2-2010 addressed by the ESI Authorities, Goa to the company at Exh. 73, a copy of daily sales monitoring format stockiest wise-Quepem 2009 along with a copy of monthly secondary claim for the month of May 2009 at Exh. 74 colly, copies of e-mails at 75 colly, a copy of Resolution appointing as Authorized Person at Exh. 76. The Party II also examined Shri Avinash Velgekar as second witness and produced on record a copy of Board of Resolution passed at the meeting of the Board of Directors of Party II held on 7-10-2019 at Exh. 79 and closed their case.

13. Heard arguments through Video conferencing. Notes of Written arguments came to be placed on record by Party I as well as Party II.

14. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative
Issue No. 2	...	In the Negative
Issue No. 3	...	In the Negative
Issue No. 4	...	In the Negative
Issue No. 5	...	In the Negative
Issue No. 6	...	In the Negative
Issue No. 7	...	As per final order.

REASONS

Issue No. 1:

15. Learned Advocate Mrs. Harsha Naik for the Party I has submitted that the Party I was initially appointed as a Pilot Salesman and was posted at Ponda and that he was working in the field for promotion of sale of product of the company and thereafter he was appointed in regular employment with a designation as Growth promoter as per appointment letter and his services were confirmed based on his performance and re-designated as a Growth officer. However, though he was promoted as Growth officer, the nature and type of duties performed by him were not changed and he was working as salesman and was working for sales/marketing of the company's products. The Party I was performing duties of a workman category and it was neither managerial, supervisory or administrative nature and therefore he was squarely covered under the provisions of Section 2(s) of the Industrial Disputes Act and hence the provisions of Sales Promotion Employees (Conditions of Service) Act, 1976 are applicable to the Party I besides, the provisions of Industrial Disputes Act. The salesmen are required to follow the instructions of those officers and report to them and they are supervising, controlling and monitoring the activities of salesmen working within Goa. The Party I was sincerely working for the growth of sale of Party II by distributing the incentives, benefits of various schemes to the retail dealers and therefore the above issue be answered in the affirmative.

16. Per contra, Ld. Adv. Shri P. Chawdikar for the Party II has submitted that the Party I was employed as the Growth officer in the managerial cadre. The Party I has admitted that he was appointed as Growth promoter in Grade M-XII with effect from 22-1-2007 and that the said Grade is applicable to the employees who are working in the management cadre of the organization and that the daily sales report is prepared by him as regards to the products which he markets and that he signs and

submit DSR to his seniors during monthly meeting including suppliers' report and therefore the above admission of the Party I shows that he was employed in the managerial cadre and hence cannot be covered under Section 2(s) of the Industrial Disputes Act. He also submitted that the Party I has failed to prove that he is a workman as mandated under Industrial Disputes Act as he was employed mainly in the managerial and administrative capacity.

17. It is well settled in the case of **H. R. Adhyantha and Others V. Sandoz (India) Limited and Others, (1994) 5 SCC 737** that the person to be a workman has to fall in one or the other category as stipulated in the main part of Section 2(s) of the Act and it is not enough that he is not covered by either of the four exceptions. It is also well settled in the case of **C. Gupta vs. Glaxo-Smithkline Pharmaceuticals Ltd. (2007) 7 SCC 171**, that the definition of the workman as prevailing on the date of dismissal should be taken into account and when the workman is dismissed, it is the date of dismissal, the employer must act according to the provision of law. In the case of **Berger Paints India Limited vs Chandrakant N. Raut and Anr., (2001) III LLJ 850 Bom**, the Hon'ble High Court of Bombay has held whether it was or was not the part of duty of a person to promote the Company's product and canvass the same for the purpose of increasing the sales, which would be the deciding factor whether the said person would or would not be covered by the definition of workman given in Section 2(s) of the Industrial Disputes Act, 1947. Having regard to the above law, it is incumbent upon the Party I to prove that he is a workman as defined under the Act.

18. The Party I has claimed that he was working as a Salesman and therefore the provisions of Sales Promotion Employees (Condition of Service) Act, 1976 are applicable. The Party I however has not placed on record any material to suggest that the provisions of the said Act is applicable to him. A bare perusal of Section 1(4) of the Act would indicate that it shall apply in the first instance to every establishment engaged in pharmaceutical industry or any notified industry. It is also to be noted that Ministry of Labour and Employment issued a Notification dated 31-1-2011 thereby listing the industries including Cosmetics, soaps, household cleaners and disinfectants, readymade garments, soft drink manufacturing industries etc. The Party I was not engaged by the aforesaid industries. There is no dispute that the Party I was appointed on 12-1-2007 and was terminated on 25-11-2009. The above Notification came into force

from 31-1-2011 and therefore the provisions of Sales Promotion Employees (Condition of Service) Act, 1976 is not applicable to the Party I and therefore the contention of Party I that the provisions of Sales Promotion Employees (Condition of Service) Act, 1976 are applicable to him cannot be accepted having any merits.

19. The Party I also claimed that the provisions of Section 2(s) of Industrial Disputes Act are applicable to him as he asserted that he was initially appointed as Pilot salesman and that his salary and other benefits were paid by cash through the vouchers, however no documents have been produced on record in support of the above claim. He also claimed that he was thereafter appointed in regular employment as Growth promoter as per appointment letter and subsequently re-designated as Growth officer, however, the nature of duties which were performed by him were not changed and he was working as a salesman and was working for the sales/marketing of the company's goods/products and the duties performed by him were of workman category and it was neither managerial, supervisory or administrative in nature. The Party I however has nowhere specified the nature of duties performed by him as a salesman prior to his termination.

20. Be that as it may, it is to be noted that the terms of employment and the purposes for which the Party I was appointed have got to be seen and it has to be noted as to what was the principal expectation from him and what was the predominant work the party was providing on behalf of the management. The Party I has produced on record the letter of offer dated 12-2-2007 at Exh. 19 by which he was designated as Growth Promoter with gross proposed salary of Rs. 7032/- in Grade M-XII. He has also produced on record a letter of appointment dated 22-1-2007 at Exh. 20 appointing him as Growth Promoter in Grade M-XII and in terms of clause 5, it was obligatory on the part of Party I to submit the management the daily sales, weekly sales reports and other reports such as itinery, monthly reports, dealer books, tour programme etc. periodically as required from time to time and in terms of clause 16, he had agreed to discharge the duties entrusted to him faithfully, diligently, honestly, etc. and if any question of interpretation of any terms and conditions of the employment arises, the company decision shall be final. There is no dispute that the Party I was confirmed in his services in the company w.e.f. 23-7-2007 as Growth promoter vide Exh. 22 and was re-designated as Growth officer w.e.f. 1-10-2007 as per Exh. 21.

21. The Party I has admitted in the cross examination that as a Growth Promoter, he was visiting every retailer who was distributing products of Party II like Frooty tetra pack, Appy tetra pack, etc. and that he used to explain to the dealers the various schemes relating to the products and that he was taking products from the dealers and if the salesman of the distributor is available with him on a particular day, he used to immediately supply those products to the dealers and that in the event the salesman of the distributor is not available with him, he used to personally take the orders from all the dealers on behalf of the Party II and submit to the distributors with instructions to supply the products as early as possible. He also admitted that it was his responsibility to ensure that there is growth in the sale of product of the Party II and that he was convincing the distributors to put more efforts to sell more and more company's products. He also admitted that as a Growth officer, one of his responsibilities was to maintain stock level. He also admitted his signatures on the process sheets submitted on 8-12-2008 and 12-11-2008 and damaged stock claims dated 5-11-2008 and 8-10-2008 and acknowledged that the documents have been written by him except the stamps and that the above claims were prepared and verified by him which was thereafter approved by Area General Manager during every monthly meetings and thereafter sent to Head office, Mumbai for further process of payment.

22. The Party I also admitted that the salary claimed for the month of February, March and April, 2009 was prepared by him. He also admitted that there were two persons who were supervising, managing and overall in-charge of the Party II and both of them are their Area Sales Manager. He also stated that as a Growth officer, he was visiting the distributors and used to verify the stock and inform them about availability of the respective products and inform the salesmen to ask the loader to load available products and explain the schemes of the company to the salesmen. He also admitted that the pilot salesman is working under the Growth Officer. He also admitted that the daily sales report is prepared by him as regards to the products which he markets and he signs and submits DSR to his seniors during monthly meeting including supply report. He also admitted that he ensures that schemes of the company are implemented which are allotted to him. He also admitted that he used to handle complaints from the dealers regarding quantity, quality and expiry of products and when there is a complaint of limited stock,

dealers used to handle it independently, however if the stock is substantial, dealers used to bring to his notice and he used to follow the claim process through him and higher ups. He also admitted that whether the claims are proper or not have to be verified by him and during monthly meeting, it is confirmed once he verifies the same.

23. The Party II has examined Shri Dilip Borkar, Area Growth Manager of Party II. He claimed that Party I was initially employed as a Growth promoter and in that capacity, he was required to achieve the coverage of the market area and basically focus on the sale of the company's products in the territory allotted to him and that he was thereafter promoted/re-designated as Growth officer whereupon he was carrying out duties such as to attend to the distributors and or to approach the Area Growth Manager and he was required to ensure primary and secondary sale of products of the company through the distributors, certifying/settling the claims of the distributors, coordination, supply of the products, etc. The above duties have not been denied by the Party I. Party I Shri Sandip Borkar has admitted in the cross examination that he was appointed as a Growth promoter in Grade M-XII and he has read terms and conditions of letter of appointment at Exh. 20. He also categorically admitted that Grade M-XII is applicable to those employees who are working in management cadre of the organization. The Party I in Para 3 of the affidavit has categorically stated that he was working in the field for promotion of sale of the product of company. The primary duty of Party I as evident from above is meeting different distributors to promote sale of product of the company and therefore is the master of the work assigned to him as the manner of performing the work was solely in the discretion of the Party I. It is well established that a person engaged to do the work of sales promotion by canvassing company's product is not a workman under the Act. This being the position, the Party I does not fall in one or the other category as stipulated in the main part of Section 2(s) of the Act and therefore cannot be termed as workman under Section 2(s) of the Industrial Disputes Act.

24. Moreover, it is an admitted fact that the Party I was promoted as Growth officer w.e.f. 1-10-2007 and was drawing salary of Rs. 13,300/- per month inclusive of incentives which clearly establishes that he was getting wages more than Rs. 10,000/- mensem. There is no dispute that in terms of Section 2(s) of the Act under clause (iv), a person being employed in a supervisory capacity draws wages exceeding ten thousand rupees per

mensem is eliminated from being a workman under the Act. There is no dispute that total monthly emoluments at the time of his retrenchment was Rs. 13,300/- approximately per mensem including incentives, besides he was doing managerial duties. He also admitted that he was an employee under the category of management staff in Grade M-XII. It is therefore the amount of wages earned by him, designation as well as the duties and the powers conferred upon him clearly proves that he was a part of managerial process of the company in so far as his work was used as tool and aid by the management for a proper conduct of the business of the company in order to secure the interest of the company. The Party I is therefore not covered under Section 2(s) of the Industrial Disputes Act and would stand excluded from the definition of the term 'workman' under Section 2(s) of the Industrial Disputes Act. The Party I therefore failed to prove that he is squarely covered under Section 2(s) of the Industrial Disputes Act, 1947. Hence, the issue No. 1 is answered in the negative.

Issue No. 2:

25. It is claimed by the Party I that from 5-5-2009 onwards, all of a sudden, he was not allowed to go in the market by the local officers/managers/supervisors/in-charge of the Party II and accordingly, he was prohibited to go into the field. There is no dispute that Party I was terminated vide letter of termination dated 25-11-2009 at Exh. 34 wherein it is stated that it is observed from the record that he was absent unauthorisedly without prior approval from 5-5-2009 till date and in that respect they have not received any intimation from his side and since he was not attending duty, they assume that he is not interested in continuing with their organization. The Party I has not led any evidence that he was not allowed to go in the market by local officers, but on the contrary, he has admitted that as per the termination letter, he was informed that he was absent unauthorisedly without prior approval from 5-5-2009 till 25-11-2009. He also admitted that he worked till June, 2009 and subsequently he had not worked. He thereafter corrected himself that he worked till 1-6-2009 and had not applied for any sort of leave from 2-6-2009 till 25-11-2009. It is therefore clear that the Party I was not prevented from reporting for duty but has failed to attend his duties from 2-6-2009 till the date of termination. Hence, the issue No. 2 is answered in the negative.

Issue No. 3:

26. The Party I has claimed that his entire family was deprived of all the ESI benefits including the medical treatment. The Party I has produced on record a letter dated 18-1-2010 addressed to the

Regional Director, ESIC, Panaji complaining about refusal of giving benefit under ESI. The letter dated 4-2-2010 at Exh. 30 by ESIC brought to the notice of the Party II about the discrepancies and requesting to submit declaration form including insurance number of the employee. However, the said grievances of the Party II are unrelated and cannot be considered for adjudicating the present claim. It is therefore, the above issue is answered accordingly.

Issue No. 4:

27. The Party I has claimed that he has not been paid the earned salary and travelling, daily allowances and other reimbursement commencing from May, 2009/Feb., 2009. However, the Party I has failed to prove that he had worked with the Party II during that said period as according to him he was not allowed to go in the market by the local officers, which he again failed to prove. Moreover, the issue of non-payment of wages is pending with the Authority appointed under Payment of Wages Act, 1936 in case No. CLE/(PWA-4)/2009 and therefore the above claim cannot be entertained in the present proceedings. The Party I has also admitted that he has not attended the work from 2-6-2009 till the date of termination and therefore the case of the Party I that he has not been paid the earned salary and travelling, daily allowances and other reimbursement commencing from May, 2009/Feb., 2009 fails. It is therefore, the issue No. 4 is answered in the negative.

Issue No. 5:

28. The Party I has also claimed that the Party II has terminated his services by violating the principles of natural justice and following unfair labour practices and therefore it is bad in law. The Party I has also stated so in his affidavit in evidence. It has come on record that the Party I was employed in the management cadre and therefore is not required to follow the procedure as laid down in the Industrial Disputes Act. There is no dispute that the services of the Party I were terminated in view of contract of employment being terminable in terms of the letter of appointment at Exh. 20. Clause (3) of the said appointment letter clearly states that if the management finds Party I incapable of performing the job assigned to him in spite of best efforts on its part, the company will be at liberty to terminate the contract of employment at any time on giving him one month notice or salary in lieu of such notice. Clause (8) is pertaining to the notice of termination by which the services could be terminated by either side giving a notice period of one month by paying compensation equivalent to salary for the notice period.

29. It therefore reveals that the management is within the right to terminate the services of the Party I based on the contract of the Party I which is signed by both the parties. There is no dispute that the services of the Party I were terminated on the ground of unauthorized absence from May, 2009 till date of termination which fact has not been denied. It is also an admitted fact that the legal dues of the Party I was issued to him but the same was not accepted by the Party I. It is submitted by Ld. Adv. Mrs. Harsha Naik that the letter of termination is illegal as the person who has signed the same has no authority nor there is a seal of the company on the said letter. The said termination letter is at Exh. 34 and the appointment letter is at Exh. 20. If one peruses both the letters, the signature on the said letters is of the same person. The Party I also has not raise any objection in the pleadings regarding the above submission. It is thus clear that the authorized representative of the company who has appointed Party I by issuing appointment letter has terminated his services by issuing termination letter. It is therefore the above submission of Ld. Adv. Mrs. Harsha cannot be accepted having any merits. The Party I has thus failed to prove that the Party II terminated his services by violating the principles of nature justice and following unfair labour practice and therefore it is bad in law. Hence, the above issue is answered in the negative.

Issue No. 6:

30. The Party II in the written statement at Para 20 has stated that the Party I is gainfully employed. The Party I in the rejoinder denied stating that the contents of Para 8 to 22 are false without any substance and contrary to the facts of the case. The Party II has never stated as to where the Party I was gainfully employed. The Party II has claimed that the Party I is doing the job of motorcycle pilot at Margao KTC stand and ferrying passengers to their location on payment of specific fare. The Party I in the cross examination has stated that if his friends call him to drop to a particular place, he used to oblige them and they pay him petrol expenses. He admitted that he has a Hero Honda Motorcycle, Make 1999 which is used by him for dropping his children to school. He however admitted that he used to get Rs. 100/- per day sometimes Rs. 200/- and sometimes nothing. He also admitted that the criminal case was initiated against him before the Additional Session Judge bearing No. 5/2018 as he was carrying one lady on his motorcycle who was involved in prostitution and that he was acquitted on benefit of doubt. Needless to mention, there is no clear evidence that the Party I was gainfully employed after his termination. It cannot be also said that he would

remain unemployed since 2009 till date without any job as admittedly he has a family to maintain. The Party II has thus failed to prove the above issue.

Issue No. 7:

31. Needless to mention, the Party I was unable to prove that he was workman as defined under Section 2(s) of the Industrial Disputes Act and that his services were illegally terminated by violating the principles of natural justice, on the contrary it was come on record that the Party I at the time of termination was working in managerial capacity as Growth Officer with Party II and that his services were terminated vide letter dated 25-11-2009 as he has continuously failed to report his duties since 5-5-2009 in terms of the letter of appointment containing terms of service. The Party I therefore is not entitled for any relief as claimed for. Nonetheless, the Party II while terminating the service of the Party I issued a Pay Order No. 026600 dated 18-2-2020 at Exh. 65 colly to clear his dues of Rs. 29,637, which amount was not received by the Party I. The amount has not been disputed which is equivalent to one month salary. The Party I at the most is entitled for the said amount of Rs. 29,637/- which admittedly was not received by him. Hence, the above issue is answered accordingly.

32. In the result, I pass the following:

ORDER

- (i) It is hereby held that the Party I, Shri Sandip Tanaji Borkar is not a 'workman' as defined under clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).
- (ii) It is also held that the action of the management of M/s. Parle Agro Refreshing India (Parle International, a Unit of Parle Agro Private Limited), having it's registered office in Mumbai and local office in Aquem-Baixo, Goa, in terminating the services of Shri Sandip Tanaji Borkar with effect from 25-11-2009, is legal and justified.
- (iii) The Party II is however directed to pay an amount of Rs. 29,637/- (Rupees twenty nine thousand six hundred thirty seven only) towards wages in lieu of one month salary.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

—
Order

No. 9-18-2004-LD(Estt.)Part-II(10)/89

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt.)/Part-II(10)/608 dated 04-06-2009, published in the Official Gazette, Series II No. 10 dated 04-06-2009, appointed Mr. Mukund Vassant Pai, Advocate (hereinafter referred as the "Applicant") as a Notary for period of five years with effect from 20-05-2009 for the area of Tiswadi Taluka;

And whereas, the Government vide Certificate of Practice dated 20-08-2014 has certified that the Applicant is authorized to practice as a Notary for a period of one year from 20-05-2014 and 20-05-2015 for the area of Tiswadi Taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 02 terms and the period of validity of the Certificate of Practice in the Endorsement dated 24-04-2015 issued to the Applicant, expired on 20-05-2020;

And whereas, the Applicant has failed to renew his Certificate of Practice six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on i.e. 20-05-2020, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8 B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 08th January, 2021.

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Order

No. 8-14-2016-LD(Estt)/120

Ex-post facto sanction of the Government is hereby accorded for the following completed work by CDAC, Pune:-

(i) for execution of Agreement of Annual Maintenance Contract of an amount of

Rs. 53,88,667/- (Rupees Fifty-three lakhs eighty-eight thousand six hundred and sixty seven only) including GST, for the period from 6th November, 2017 to 30th September, 2019 during period of migration from GAURI to NGDRS.

(ii) for expenditure sanction for payment of Annual Maintenance Contract of an amount of Rs. 53,88,667/- (Rupees Fifty-three lakhs eighty-eight thousand six hundred and sixty seven only) including 18% GST, for the period 6th November, 2017 to 30th September, 2019 to CDAC, Pune.

This issues with the approval of the Council of Minister's vide its decision taken in its XXXIXth meeting held on 06-01-2021.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 13th January, 2021.

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Department of Personnel—
Order

No. 5/1/2018-PER/71

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to appoint Shri Ramesh Gaonkar, Junior Scale Officer of Goa Civil Service under transfer, as Officer on Special Duty in Imagine Panaji Smart City Development Ltd., in public interest, with immediate effect.

The officers shall joint the posting immediately and submit compliance.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Joint Secretary.

Porvorim, 07th January, 2021.

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Order

No. 5/19/2013-PER/93

Read: Order No. 5/19/2013-PER/5283 dated 02-12-2020.

The Governor of Goa is pleased to accept the notice of voluntary retirement tendered vide letter dated 13-11-2019 by Smt. Anuja P. Faldessai, Junior Scale Officer of Goa Civil Service on completion of 15 years of qualifying service in terms Rule 48A of the C.C.S. (Pension) Rule, 1972 and as per provisions of the O.M. No. to 12/1/89/Fin (R&C) dated

29-11-1989 and is permitted to retire from service voluntarily with effect from 11-03-2020 (a.n.).

Smt. Anuja P. Faldessai, Junior Scale Officer of Goa Civil Service shall stand relieved from Government service with effect from 11-03-2020 (a.n.).

This is issued in supersession to the order read in preamble.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 06th January, 2021.

Order

No.7/22/2020-PER/128

Read: Letter No. 14023/04/2020-UTS.I dated 03-11-2020.

In pursuance to the Order No. 14023/04/2020.UTS-I dated 29-10-2020, issued by Ministry of

Home Affairs, Government of India, New Delhi; Shri Mekala Chaitanya Prasad, IAS (AGMUT:2015) has joined the State Administration on 02-11-2020 (b.n.).

Shri Mekala Chaitanya Prasad, IAS, shall draw Pay and Allowance with effect from 13-10-2020 (f. n.) till 29-10-2020 (a.n.) as "Awaiting Posting" period.

Shri Mekala Chaitanya Prasad, IAS, is allowed joining time from 30-10-2020 to 01-11-2020.

Shri Mekala Chaitanya Prasad, IAS, shall draw the salary against the vacant post of State Deputation Reserve w.e.f. 13-10-2020, until further orders.

By order and in the name of the Governor of Goa.

Vishal C. Kundaikar, Under Secretary (Personnel-I).
Porvorim, 12th January, 2021.

Order

No. 7/21/2017-PER/109

Read: Order No. 14020/01/2020-UTS.I dated 17-12-2020.
Order No. 14020/01/2020-UTS.I dated 05-01-2021.

The Governor of Goa is pleased to relieve the following officers from this Administration to join their new assignment in pursuance to Ministry of Home Affairs orders read in the preamble.

Sr. No.	Name and Batch of the Officer (Shri/Smt./Ms.)	Designation	Transferred to	Date of Relieving from Goa
1	2	3	4	5
1.	Shri Amit Satija, IAS (AGMUT:2008)	Secretary (Urban Development)	Lakshadweep	31-01-2021 (a.n.).
2.	Shri Rupesh Kumar Thakur, IAS (AGMUT:2006)	Secretary (General Administration)	Delhi	31-01-2021 (a.n.).
3.	Smt. R. Menaka, IAS (AGMUT:2011)	Collector (North)	Delhi	31-01-2021 (a.n.).

By order and in the name of the Governor of Goa.

Vishal C. Kundaikar, Under Secretary (Personnel-I).
Porvorim, 11th January, 2021.

◆◆◆
Department of Public Health

Order

No. 44/66/2018-I/PHD/120

Government is pleased to accept the technical resignation tendered vide letter dated 29-12-2020 by Dr. Mongressa Valeska Monteiro, Medical Officer, Asilo Hospital, Mapusa working under Directorate

of Health Services w.e.f. 29-12-2020 (a.n.), as she joined the post of Senior Respiratory Chest Physician at Asilo Hospital Mapusa under Directorate of Health Services on 30-12-2020 (b.n.).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 14th January, 2021.

Order

No. 4/3/2017-IV/PHD/86

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II//12/14(3)/2013/853 dated 18-12-2020, Government is pleased to declare satisfactory completion of probation period of one year by Dr. Pooja N. Mandrekar, Lecturer in Oral & Maxillofacial Surgery under Goa Dental College & Hospital, Bambolim and also to confirm her against the said post.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 22nd December, 2020.

Order

No. 4/3/2017-IV/PHD/87

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II//12/14(2)/2015/854 dated 18-12-2020, Government is pleased to declare satisfactory completion of probation period of one year by Dr. Siya Gajanan Dukle, Lecturer in Pedodontics & Preventive Dentistry under Goa Dental College & Hospital, Bambolim and also to confirm her against the said post.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 13th January, 2021.

Order

No. 4/3/2017-IV/PHD/88

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/14(1)/2013/857 dated 18-12-2020,

Government is pleased to declare satisfactory completion of probation period of one year by Dr. Mayuri M. Naik, Lecturer in Conservative Dentistry & Endodontics under Goa Dental College & Hospital, Bambolim and also to confirm her against the said post.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 13th January, 2021.

Order

No. 44/14/2008-I/PHD/92

Government is pleased to accept the technical resignation tendered vide letter dated 17-12-2020 by Dr. Poornima Rajkumar Naik, Medical Officer, Hospicio Hospital, Margao working under Directorate of Health Service w.e.f. 25-03-2010 (a.n.) as she joined the post of Junior Gynaecologist under Directorate of Health Services on 26-03-2010 (a.n.).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 13th January, 2021.

Corrigendum

No. 25/18/2019-I/PHD/77

Read: Order No. 25/18/2019-I/PHD/3425 dated 23-10-2020.

In the Government Order dated 23-10-2020 referred above, the details shown against Sr. No. 28, the name shall be corrected to read as "Dr. Vinda Aditya Nagarsenkar" instead of "Dr. Vinda Vidhyadhar Arlekar".

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 11th January, 2021.

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Department of Public Works

Office of the Principal Chief Engineer

Order

No. 34/4/2020/PCE-PWD-Tech.Cell/144

Government is pleased to promote the following Assistant Engineers/Assistant Surveyor of Works (Civil) to the post of Executive Engineer/Surveyor of Works (Civil) on ad-hoc basis in Public Works Department, Group "A", Gazetted in Level 11 in the Pay Matrix under 7th Pay Commission with immediate

effect till the date of regularization or till the date of retirement on Superannuation whichever is earlier, and post them in the places shown against their names in Column No. 4 below:

Sr. No.	Name of the officers	Present place of posting	Place of posting on transfer
1	2	3	4
1	Shri Euclides F. E. de Souza	Assistant Surveyor of Works II, in Div. XXV, PWD, Fatorda, Margao-Goa	As Surveyor of Works, Circle Office VIII, PWD, Margao-Goa thereby Smt. Chitra Dessai, E.E. relieved from additional charge.
2.	Shri Eduardo J. Pereira	Assistant Engineer in S.D. I, Div. VII, PWD, Patto, Panaji-Goa	As Executive Engineer, Division V, PWD, Panaji-Goa vice Shri Atmaram Gaude, E.E. transferred.
3	Smt. Cyd Maria Ferrao	Assistant Surveyor of Works in SW-II, (WSS), Design Cell, SSW's Office, PWD, Altinho, Panaji-Goa	As Executive Engineer, Division XI (QC), PWD, Panaji-Goa thereby Smt. Deepa Jamble, EE relieved from additional charge.
4.	Shri Shambu S. Malvankar	Assistant Surveyor of Works in SW-I (R&B), Design Cell, SSW's Office, PWD, Altinho, Panaji-Goa	As Executive Engineer, Division XVII, PWD, Porvorim-Goa vice Shri Nitin V. S. Neurekar, E.E. transferred.
5.	Shri Gaurish K. Nadkarni	Assistant Surveyor of Works in E.O.'s Section, PCE's Office, PWD, Altinho, Panaji-Goa	As Surveyor of Works, Circle Office III, PWD, Altinho, Panaji-Goa in the existing vacancy.
6.	Shri Sandip K. P. Chodankar	Assistant Engineer on deputation to GSIDC, Panaji-Goa	As Executive Engineer on deputation to GSIDC, Panaji-Goa.
7.	Shri Vishwamber J. Bhende	Assistant Engineer in S. D. V, Div. IX, PWD, Verna-Goa	As Executive Engineer, Division IX, PWD, Margao-Goa in the existing vacancy.
8.	Shri Dattaprasad Shripad Kamat	Assistant Surveyor of Works in Div. XVIII, PWD, Ponda-Goa	As Executive Engineer, Division XIV, PWD, Margao-Goa vice Shri L. B. Naik, E.E. transferred.

The above ad-hoc promotion will not bestow on the promoted officer any claim for regular promotion nor the service rendered on ad-hoc in the grade will be counted for purpose of seniority in that grade for eligibility for promotion to the next higher grade.

Their pay shall be fixed at the minimum of Level 11 in the Pay Matrix under 7th Pay Commission in relaxation of Government of India Order (2) below F. R. 35.

The deployment of the Officer at Sl. No. 6 on deputation to GSIDC, Panaji-Goa is for the period of one year and shall be governed by the terms and conditions of the Government O.M. No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 as amended from time to time of the Department of Personnel, Secretariat, Porvorim.

Further, the Government is pleased to order the transfers of the below mentioned Executive Engineers/ Surveyor of Works and post them in the places shown against their names in Column No. 4 below with immediate effect in public interest:

Sr. No.	Name of the officers	Present place of posting	Place of posting on transfer
1	2	3	4
1.	Shri L. B. Naik	Executive Engineer, Div. XIV, PWD, Margao-Goa	As Executive Engineer, Division XVIII, PWD, Ponda-Goa in the existing vacancy.
2.	Shri Atmaram Gaude	Executive Engineer, Div. V, PWD, Panaji-Goa	As Executive Engineer, Div. VII, PWD, Panaji in the existing vacancy.
3.	Shri Nitin V S. Neurekar	Executive Engineer, Division XVII, PWD, Porvorim-Goa	As Executive Engineer, Division XXIV, PWD, Bicholim-Goa in the existing vacancy.

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 7th January, 2021.

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Department of Sports and Youth Affairs
Directorate of Sports and Youth Affairs

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Order

No. 1/05/Youth Award/SLCC/DSYA/13-14/2020/1651

Government is pleased to constitute a State Level Co-ordination Committee consisting of the following member's in order to advise the Government in the matter of National/State Youth Awards and for the selection of the Best Youth for various State/Inter State/National/International Youth Programmes for a period of three years from the date of the order coming into force.

State Level Committee

Sr. No.	Name of the members	Designation	
1.	Shri J. Ashok Kumar, IAS	Secretary (Sports)	— Chairperson.
2.	Shri D. Carthigueane	Youth Officer, Head NSS Regional Centre Pune	— Member.
3.	Shri Pramod Hinge	Zonal Director NYKS, Mumbai	— Member.
4.	Shri Sanjeev Shirodkar	NSS Co-ordinator Goa University	— Member.
5.	Shri Mahesh Gaonkar	President Sports Journalist of Goa	— Member.
6.	Smt. Kajal Kerkar	Representative from Voluntary Organisation (North)	— Member.
7.	Smt. Malisa Zemira Simoes	Representative from Voluntary Organisation (South)	— Member.
8.	Shri Shashank Mani Tripathi, IAS	Director of Sports & Youth Affairs	— Ex officio — Member Secretary.

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Joint Secretary (Sports & Youth Affairs).

Panaji, 17th November, 2020.

Department of Urban Development
Directorate of Municipal Administration/Urban Development

Notification

No. 10/671/2015-DMA/4830

The Government has constituted a Special Purpose Vehicle (SPV) in the name and style of Imagine Panaji Smart City Development Limited (IPSCDL) for operationalizing the Smart City Projects with Board of Directors (BoD) vide Notification No. 10/671/2015–DMA/658 dated 9th June, 2016, Notification No. 10/671/2015–DMA/2170 dated 26th October, 2017, Notification No. 10/671/2015–DMA/3683 dated 08th March, 2019 and Notification No. 10/671/2015–DMA/4858 dated 14th October, 2020. The Government of Goa hereby re-constitutes the Board of IPSCDL with, Ex officio members as per designation given in column (2) in Table A below and, Non Ex officio members as given in Table B below:

TABLE A

Sr. No.	Designation	Name	IPSCDL Board Designation
1	2	3	4
1.	Chief Secretary, Government of Goa	Shri Parimal Rai, IAS	Chairman.
2.	Secretary (Finance), Government of Goa	Shri Puneet Kumar Goel, IAS	Director.
3.	Secretary (Urban Development), Government of Goa	Shri Amit Satija, IAS	Director.
4.	Director/Joint Secretary (Urban Development) Government of Goa	Dr. Tariq Thomas, IAS	Director.
5.	Collector, North Goa	Smt. R. Menaka, IAS	Director.
6.	Commissioner, Corporation of the City of Panaji	Shri Sanjit Rodrigues	Director.
7.	Principal Chief Engineer, PWD, Government of Goa	Shri Uttam Parsekar	Director.

TABLE B

Sr. No.	Name	IPSCDL Board Designation
1.	Shri Ravi Dhawan, IAS	Managing Director & CEO, IPSCDL
2.	Shri Naveen Kumar Yadav, Director (Estate-II), Ministry of Housing & Urban Affairs, Government of India	Director.
3.	Shri Antanasio Monserrate, MLA, Panaji Constituency	Director.
4.	Shri Uday Madkaikar, Mayor, Corporation of the City of Panaji	Director.

The Department of Urban Development/Directorate of Municipal Administration will issue notifications reconstituting the board in respect of Ex-officio Members of the Board as and when there is a change of the incumbents holding the posts.

This is issued in supersession of all earlier Notifications issued in this regard.

By order and in the name of the Governor of Goa.

Dr. *Tariq Thomas*, IAS, Director & ex officio Joint Secretary (Municipal Administration/Urban Development).

Panaji, 14th January, 2021.

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