Reg. No. RNP/GOA/32/2024-2026

RNI No. GOAENG/2002/6410

Panaji, 17th July, 2025 (Ashadha 26, 1947)

SERIES II No. 16

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are three Extraordinary issues to the Official Gazette, Series II No. 15 dated 10-7-2025 as follows:-

1. Extraordinary dated 10-7-2025 from pages 499 to 502 regarding Instructions from Department of Finance.

2. Extraordinary (No. 2) dated 11-7-2025 from pages 503 to 510 regarding Orders and Notifications from Goa State Election Commission.

3. Extraordinary (No. 3) dated 15-7-2025 from pages 511 to 512 regarding Notification from Department of General Administration.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

216/Multi-State/TJSB/Wing-II/H.O/RCS/1477 Date: 09-Jul-2025

Sub.:- Appointment of Arbitrators under Section 84 of the Multi State Co-opeartive Societies Act, 2002.

Ref.:- (1) Notification No. L-11012/3/2002 L&M dated 24-02-2003 of the Jt. Secretary, Government of India, Ministry of Agriculture, Department of Agriculture and Co-operation, New Delhi.

(2) Letter No. TJSB/HO/REC/54/94 dated 17-04-2025 & TJSB/HO/REC/54/96 dated 17-04-2025 from Dy. General Manager, TJSB Sahakari Bank Ltd., Multi-State, Scheduled Bank.

In exercise of the powers delegated vide notification referred above, I, Ashutosh R. Apte, Registrar of Co-operative Societies Goa, hereby appoint Adv. Ramchandra alias Vinod M. Dessai and Adv. Pradip Vishwanath Sawaikar as Arbitrators of TJSB Sahakari Bank Ltd., Multi-State, Scheduled Bank under the Multi-State Co-operative Societies Act, 2002 to decide the Arbitration cases and the disputes relating to organizational and legal matters, as shown against their names mentioned below, subject to the guidelines and conditions contained in terms of the Notification referred at Sr. No. 1 above.

Sr. No.	Name of the Arbitrator	Address	Jurisdiction
1.	Adv. Ramchandra alias Vinod M. Dessai	H. No. 233, Islampur Baina, Vasco-da-Gama, Goa-403802	All ABN cases of TJSB Sahakari Bank Ltd., Multi-State, Scheduled Bank coming under the jurisdiction of State of Goa.
2.	Adv. Pradip Vishwanath Sawaikar	H. No. 11/1, Near Prime Enclave Nr. BSNL Telephone Exchange, Alto Chicalm, Tal-Mormugao, Dist-South Goa, 403711	All ABN cases of TJSB Sahakari Bank Ltd., Multi-State, Scheduled Bank coming under the jurisdiction of State of Goa.

This Notification shall come into force with immediate effect.

Ashutosh R. Apte, Registrar of Co-operative Societies & ex-officio Joint Secretary (Co-operation).

Panaji.

Order

11/1/Kharedi Vikri/TS II/QZ/2019/RCS/Suppl./1116 Date: 25-Jun-2025

Read:- 1. Notification No. 3/3/Urban Credit/TS II/PZ/2017/RCS/Suppl./5306 dated 10-02-2020.
2. Order No. 4/4/Credit/TS II/BZ/2018/RCS/178 dated 7-05-2020.
3. Order No. 11/1/Kharedi Vikri/TS-II/QZ/2019/RCS/2035 dated 11-10-2021.
4. Order No. 11/1/Kharedi Vikri/TS-II/QZ /2019/RCS/2052 dated 12-07-2022.
4. Order No. 11/1/Kharedi Vikri/TS-II/QZ/2019/RCS/Suppl/780 dated 07-06-2024.
5. Letter No. 12/01/2012/ARQZ/MKT/Vol.I/42 dated 04-04-2025.

Whereas, vide order at reference No. 2 above issued by the Registrar of Co-operative Societies u/s.123B and 91D of the Goa Co-operative Societies Act, 2001, the Managing Director of the Adarsh Krishi Sahakari Kharedi Vikri Prakriya Saustha Maryadit, Balli, Quepem-Goa [Reg. No. 6-APS-(a)-1/South-Goa/93], was authorized to act as Sales-Cum-Recovery-Officer in relation to the recovery of debts and to attach and sell the property of defaulters or to execute any decree by attachment and sale of property and execution of all recovery orders passed by the Authority subject to conditions mentioned in said order.

And whereas, said appointment of Managing Director, as Sales-cum-Recovery-Officer was for the period from 01/04/2023 to 31/03/2025 vide order read at Sr. No. 5 above.

And whereas, vide letter dated 04/04/2025 at reference No. 6 above, said Adarsh Krishi Sahakari Kharedi Vikri Prakriya Saustha Maryadit, Balli, Quepem-Goa has requested for extending said authorization for further period of one year.

Now, therefore in exercise of the powers conferred upon undersigned u/s. 123B read with Notification dated 10/02/2020 at reference No. 1 above, the appointment & authorization of said Sales-cum-Recovery Officer is hereby further extended for a period of 1 year with retrospective effect from 01/04/2025 to 31/03/2026.

All the other terms and conditions mentioned in the Order at reference No. 2 above shall continue to apply.

The undersigned reserves the right to withdraw this Order at any stage without assigning any reasons.

Given under the seal of this office.

Ashutosh R. Apte, Registrar of Co-op. Societies & ex-officio Joint Secretary (Co-operation).

Panaji.

Goa Human Rights Commission

Proceeding No. 226/2022 Date: 03-Apr-2024

BEFORE THE GOA HUMAN RIGHTS COMMISSION
PANAJI-GOA

Smt. Carmela Filomena Maria De Desterro Lobo,
H. No. 3151, Marlem, Borda,
P.O. Fatorda, Salcete Goa-403602. … Complainant

V/s

The Chief Officer,
Mormugao Municipal Council,
Vasco-Da-Gama, Goa. … Respondent

INQUIRY REPORT

(03rd April, 2024)

The complaint dated 13/12/2022, was received in the Commission as the Respondent had not paid her the arrears of pension.

2. By Order dated 02/01/2023, the Commission called for the reply of the Respondent.

3. The Respondent filed their reply on 03/04/2024.

4. Arguments were heard today of the Complainant and of Shri Ramprasad Parab, Accountant, on behalf of the Respondent.

5. The complaint had been filed by the Complainant who is a senior citizen, aged 79 years, as in 2022. She had stated that despite the Government of Goa Order dated 30/11/2016, for disbursing the arrears of pension before July 2017, as applicable under the 7th Pay Commission, she had not received her pension arrears for the period from January 2016 to August 2017. She had prayed for being paid her pension arrears along with interest.

6. The Respondent has filed their reply that due to some technical reason, the pension arrears of some pensioners is pending and the issue will be sorted out on priority basis, the moment the funds are available.

7. The Respondent has admitted that the total amount of 7th Pay Commission pension arrears payable to the Complainant amounts to Rs. 73,575/-.

8. The Commission finds that non-payment of the arrears of the pension of the Complainant, who is a Senior Citizen for the period from January 2016 to August 2017, on the specious plea of non-availability of funds, amounts to a serious violation of her human rights.

9. The Commission, accordingly recommends as under:

The Respondent shall forthwith pay the arrears of pension of Rs. 73,575/- (Rupees Seventy Three Thousand Five Hundred Seventy Five only) of the Complainant for the period from January 2016 to August 2017, within 60 days from today alongwith simple interest thereon at 6% per annum from 01/09/2017 till final payment.

10. Copy of the Inquiry Report be sent to the Respondent, calling for their comments, including the action taken or proposed to be taken within a period of 60 days or on or before 04/06/2024, in terms of Section 18(e) of the Protection of Human Rights Act, 1993.

Date: 03-04-2024.

Place: Panaji-Goa.

Sd/-
(*Desmond D'Costa*)
Acting Chairperson/Member,
Goa Human Rights Commission.

Sd/-
(*Pramod V. Kamat*)
Member,
Goa Human Rights Commission.

Mormugao Municipal Council
Vasco-da-Gama-Goa

Tel. No.: (0832) 2512258, 2512275,
Fax: (0832) 2512447
Email id: co@mmcvasco.com
Website:- www.mmcvasco.com

No. MMC/Admn./PF/2024-25/86 Date: 28-06-2024.

Order

Read:- Inquiry Report dated 03.04.2024 under Proceeding No. 226/2022 of the Goa Human Rights Commission, Panaji-Goa.

Sanction is hereby accorded to effect the payment of Rs. 1,01,386/- (Rupees One Lakh One Thousand Three Hundred Eighty-Six only) to Smt. Carmela Filomena Maria De Desterro Lobo, Pensioner towards arrears of pension as per VIIth Pay Commission amounting to Rs. 73,575/- from January 2016 to August 2017 along with simple interest @ 6% per annum from September 2017 to 30.06.2024.

Sd/-
(Deepesh Priolkar)
Chief Officer,
Mormugao Municipal Council

To,
The Cashier,
Accounts Section,
Mormugao Municipal Council.

Copy to:

1. Smt. Carmela Filomena Maria De Desterro Lobo, Pensioner R/o. H. No. 3151, Marlem, Borda, P.O. Fatorda, Salcete, Goa.
2. The Under Secretary, Goa Human Rights Commissioin, Panaji-Goa.
3. Accounts Section.

Department of Labour

Order

26/3/2024/LAB/445 Date: 08-Jul-2025

Read: 1) Government Order No. 24/17/2022-LAB/LC/270 dated 25-04-2024.

Ex-post facto approval of the Government is hereby accorded to extend deputation of Ms. Vijayalaxmi R. Shivolkar, Presiding Officer, Industrial Tribunal & Labour Court-I, Panaji Goa, for a further period of one year w.e.f. 04/06/2025 to 03/06/2026, on the same terms and conditions as stipulated in the order read in the preamble.

By order and in the name of the Governor.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

24/12/2023-Lab-ESI/432 Date: 08-Jul-2025

Read: Memorandum No. 24/12/2023-Lab-ESI/229 dated 07-04-2025.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/28(3)/2023/394 dated 03/02/2025, Government is pleased to appoint Dr. Lon Jonathan Furtado to the post of Senior Orthopaedic Surgeon (Group "A" Gazetted) in E.S.I. Hospital, under E.S.I. Scheme in Labour Department on temporary basis in Level-11 of the Pay Matrix (pre-revised scale of Pay Band-3 Rs. 15600-39100 + G.P. Rs. 6600/-), with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Lon Jonathan Furtado shall be on probation for a period of two years.

Dr. Lon Jonathan Furtado has been declared medically fit by the Medical Board.

The character and antecedents of Dr. Lon Jonathan Furtado have been verified by the Addl. District Magistrate, South Goa District, Margao-Goa.

The expenditure shall be debited to the Budget Head: 2210—Medical and Public Health, 01—Urban Health Services—Allopathy, 102—Employees State Insurance Scheme, 01—Implementation of Employees State Insurance Scheme, 00—General, 01—Salaries.

The appointment is made against the vacancy created due to Voluntary Retirement of Dr. Vishwajit V. Faldesai, Senior Orthopaedic Surgeon on 27/07/2023.

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

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

28/25/2025-LAB/448 Date: 09-Jul-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Siemens Limited, Plot No. L-6, Verna Industrial Estate, Verna, Salcete, Goa and it's workmen, represented by Siemens Workers Union, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Siemens Limited, Plot No. L-6, Verna Industrial Estate, Verna, Salcete-Goa, in not conceding the following Demands raised by the General Secretary, Siemens Workers' Union, Regd. Office 04, Yash Ashoka CHS, Sudarshan Colony, Kopri, Thane (East), is legal and justified?

Demand No. 1: Coverage of this Demand

This Charter of Demands covers:-

All the workmen employed by the company at the Verna-Goa Works.

Demand No. 2: Basic Wage

The Company shall revise the existing Basic Wage Scales of all the employees with effect from 01.01.2024 at Goa Consumer Price Index No. of 100 (Base 1982=100) the same shall be as follows:

W1	200-11-255-15-330-18-420-22-530
W2	245-15-320-18-410-22-520-27-655
W3	280-18-370-22-480-28-620-34-790
W4	320-24-440-28-580-35-755-42-965
W5	380-28-520-35-695-42-905-49-1150
W6	450-42-660-49-905-56-1185-63-1500
W7	520-49-765-56-1045-63-1360-70-1710
W8	590-56-870-63-1185-70-1535-77-1920

Demand No. 2-A: Fitment of Basic Wages

Each employee should be given point to point adjustments on fitment in the revised scales.

Demand No. 3: Service Increments:

Each employee should be given a minimum of one increment every year till his/her retirement as Service increment.

Demand No. 4: Dearness Allowance:

The consolidated wage/wage grades referred to in this demand mean basic wage plus the element of Dearness Allowance referred to the Goa Consumer Price Index (Base 1982 = 100) Number of 100.

The payment of Dearness Allowance over and above the Goa Consumer Price Index (Base 1982 = 100) Number of 100 shall be as per the Table given below:

Consolidated Wage Slab for Month in Rupees	Dearness Allowance rate per Month in Rupees for rise in each slab above base index of 100.
126-150	8.00
151-175	8.25
176-200	8.50
201-225	8.75
226-250	9.00
251-275	9.25
276-300	9.50
301-350	9.75
351-400	10.00
401-450	10.25
451-500	10.50
501-550	10.75
551-600	11.00
601-650	11.25
651-700	11.50
701-750	11.75
751-850	12.00
851-950	12.25
951 & above	12.50

Dearness Allowance shall be payable along with the wages on the basis of Bombay Consumer Price Index Number declared 2 months prior to the month for which payment is being made.

Demand No. 5: Personal Pay

It is demanded that all employees shall be paid Personal Pay at the rate of Rs. 1000/- per month. The Personal Pay shall be paid for the days an employee is paid his normal wages and dearness allowance. The Personal Pay shall be considered as "Wages" for all purpose.

Demand No. 6: House Rent Allowance

It is demanded that the company shall pay to all employees House Rent Allowance at the rate of 50% of the new Basic + D.A. + Personal Pay.

Demand No. 7: Conveyance Allowance

It is demanded that the company shall pay to all employees Conveyance Allowance at the rate of 30% of the new Basic + D.A. + Personal Pay.

Demand No. 8: Education Allowance

It is demanded that the company shall pay to all employees Educational Allowance at the rate of 20% of the new Basic + D.A. + Personal Pay.

Demand No. 9: Medical Allowance

It is demanded that the company shall pay to all employees Medical Allowance at the rate of 20% of the new Basic + D.A. + Personal Pay.

Demand No. 10: Leave Travel Allowance

All workmen will be entitled for Leave Travel Allowance (L.T.A) once in a year (i.e. 1st April to 31st March) with effect from 01.01.2024 which shall be Additional 20% of existing LTA.

If the Workmen is confirmed in between a year, payment will be on pro-rata basis with effect from the date of appointment. Leave Travel Allowance (L.T.A) shall be revised with reference to Basic wages and number of completed years of service as on 1st April every year.

Demand No. 11: Industry 4.0(Digitalization)/Upskilling Allowance:

All Workmen shall be paid monthly Special Allowance with effect from 01.01.2024 which shall be as follows:

Basic Range in (Rs.)	Industry 4.0 Allowance (Rs. per month)
Up to 300	1750
Above 300 up to 400	1900
Above 400 up to 500	2050
Above 500 up to 600	2250
Above 600 up to 700	2450
Above 700 up to 800	2650
Above 800 up to 900	2850
Above 900 up to 1000	3100
Above 1000 up to 1200	3350
Above 1200 up to 1500	3600
Above 1500	3850

The above Allowance shall be revised with reference Basic wages as on 1st October every year.

Demand No. 12: Shift Working

All the three shifts shall be of 8 hours each and the timing shall be as follows:-

Shift	Timing
I Shift	7 a.m. to 3p.m.
II Shift	3p.m. to 11p.m.
III Shift	11p.m. to 7a.m.
Gen. Shift	9a.m. to 5p.m.

Demand No. 12 A: Shift Allowance

It is demanded that the company shall pay shift allowance to all the employees at the following rates:

Shift	Rate Per Day
1st shift	Rs. 50 per day
2nd shift	Rs. 75 per day
3rd shift	Rs. 100 per day
General	Rs. 50 per day

Demand No. 13: Officiating Allowance

It is demanded that the company shall pay Officiating Allowance to all those employees working on a higher grade on that day at the following rates:

Officiating Level	Rate Per Day
Grade 1 to Grade 2	Rs. 40/- per day
Grade 2 to Grade 3	Rs. 60/- per day
Grade 3 to Grade 4	Rs. 80/- per day
Grade 4 to Grade 5	Rs. 100/- per day
Grade 5 to Grade 6	Rs. 120/- per day
Grade 6 to Grade 7	Rs. 140/- per day
Grade 7 to Grade 8	Rs. 160/- per day

Demand No. 14: Quantity Based Incentive

It is demanded that the amount paid to the workmen as Quantity based incentive to be paid as fixed monthly Incentive.

Demand No. 14 A: Productivity Incentive

It is demanded that the company shall introduce Productivity Incentive to all employees as per the Table given below.

The amount for respective grades and percentage is in Rs. per hour.

Productiviy In %GE	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
90-90.99	11.25	11.83	12.95	13.55	14.21	15.04	16.83	18.91
91-91.99	11.34	11.93	13.06	13.67	14.33	15.18	16.98	19.08
92-92.99	11.44	12.03	13.17	13.79	14.46	15.31	17.13	19.24
93-93.99	11.72	12.45	13.74	14.51	15.33	16.34	18.33	20.35
94-94.99	12.18	13.06	14.50	15.60	16.39	17.57	19.72	22.16

95-95.99	13.96	15.10	16.86	18.13	19.49	21.10	23.75	26.74
96-96.99	14.91	16.21	18.14	19.56	21.10	22.91	25.76	28.94
97-97.99	16.67	18.22	20.42	22.15	24.01	26.17	29.42	33.04
98-98.99	17.32	18.93	21.22	23.05	25.05	27.35	30.78	34.58
99-99.99	18.51	20.25	22.70	24.74	26.99	29.56	33.33	37.50
100-100.99	18.61	20.35	22.81	24.86	27.11	29.69	33.48	37.67
101-101.99	19.79	21.66	24.30	26.54	29.04	31.89	36.02	40.60
102-102.99	19.89	21.77	24.42	26.66	29.17	32.03	36.18	40.77
103-103.99	21.64	23.70	26.59	29.15	32.01	35.30	39.93	45.08
104-104.99	21.73	23.80	26.70	29.27	32.13	35.43	40.08	45.24
105-105.99	23.45	25.73	28.88	31.74	34.96	38.68	43.83	49.55
106-106.99	23.55	25.83	28.99	31.86	35.09	38.82	43.98	49.71
107-107.99	23.64	25.92	29.09	31.97	35.21	38.95	44.13	49.87
108-108.99	23.75	26.03	29.22	32.10	35.35	39.09	44.30	50.05
109-109.99	23.85	26.13	29.34	32.22	35.49	39.23	44.46	50.23
110-110.99	23.95	26.22	29.45	32.34	35.61	39.37	44.61	50.39
111-111.99	24.04	26.30	29.55	32.45	35.73	39.50	44.76	50.55
112-112.99	24.13	26.42	29.66	32.57	35.86	39.63	44.91	50.71
113-113.99	24.21	26.53	29.77	32.68	35.98	39.76	45.06	50.87
114-114.99	24.31	26.63	29.89	32.80	36.11	39.90	45.22	51.04

Demand No. 14 B: Production Incentive Payments and any other payments connected with production, productivity or quality shall be considered as provident fund wages

It is demanded that the Production incentive payments and any other payments connected with production, productivity or quality shall be considered as wages and shall attract provident fund, gratuity, bonus, and any other indirect incidental payments, benefits or remuneration. The incentive payments and any other payments connected with production, productivity or quality shall be reckoned for payment for overtime, leave, paid holidays etc.

Demand No. 15: Insourcing of Outsourced Activities and Jobs

It is demanded that all the jobs/activities that are presently agreed by the union as Out sourced as current practices will be In sourced with immediate effect and given to the workmen on the shop floor whenever there is idle time due to any reason on the shop floor.

Demand No. 16: Five Day Week

It is demanded that all the workers shall be granted five day week working.

Demand No 17: Earned Leave

All workmen shall be granted Earned Leave at the rate of 11% of his working days in the subsequent Calendar year.

Accumulation of Earned Leave shall be allowed up to 150 days. An employee shall be allowed to encash 10 days Earned Leave at the time of availing Leave Travel Assistance once every year.

Demand No. 17 A: Single Day Earned Leave

All workmen shall be allowed to consume single day earned leave with restricted permissions.

Demand No 18: Casual Leave

The Company Shall Grant 15 Days Casual Leave every year to all employees

Demand No 19: Sick Leave

The company shall grant 20 days Sick Leave every year to all employees. Accumulation of Sick Leave shall be allowed up to 90 days.

Demand No. 19 A: Sick Leave

The Company shall grant half day Sick Leave for the 2nd half of the shift.

Demand No. 20: Injury Pay

All Workmen, whether covered under ESI or not shall be paid Injury Pay on the following basis:

Full day's Wages (Consolidated Wage + Dearness Allowance +PP + all other allowances)

If a Workmen is required to remain away from work for due to the injury he shall be paid full days wages (Consolidated Wage + Dearness Allowance + PP+ all other allowances) for the days he remains away from work including the day of injury.

Demand No. 20 A: Serious Employment Injury Compensation

The Serious Employment Injury Compensation shall be calculated on the basis of actual monthly wages (Basic + D.A. + P.P. + all other allowances) of the workmen as on the date of accident.

Demand No. 21: Paid Holidays

The company shall grant 16 Paid Holidays every year to all employees. These paid holidays shall be decided in consultation with the Union.

Demand No. 22: Study Leave

The company shall grant 30 days Study Leave to employees who are pursuing different courses and have to appear for examination.

Demand No. 23: Promotion Procedure for Workmen

It is demanded that the promotion policy to be settled mutually and shall be extended to the workers covered by this demand.

Demand No. 24: Safety Goggles

All the Workmen who are using spectacles to carry out their work in the shopfloor shall be given SAFETY GOGGLES with progressive lens.

Demand No. 24 A: Washing of Uniforms

As a practice Uniform's are provided to all workmen. These uniforms to be washed in cycle of twice a week by the company.

Demand No. 25: Medical/Health Insurance.

It is demanded that the existing Health Insurance to be increased to Rs. 8 lakhs to cover medical expenses incurred to the employee and his/her family arising out of hospitalization. In case of unfortunate Death of an employee the said Health Insurance is to be continued to his/her spouse. The said Health Insurance shall continue to be in force even after the employee's retirement and to be revised from time to time as applicable to the employees on roll.

Demand No. 25 A: Siemens Workers Union Medical Reimbursement Scheme

The workmen contribution towards the Siemens Workers Union Medical Insurance Scheme shall be increased from the present Rs. 100/- to Rs. 300/- per person per month. The same shall be paid to the Union. The Union will administer the scheme.

Demand No. 26: Housing/Education Loan

It is demanded that all employees shall be granted housing/Education loan of Rs 50 lakhs without any interest for purchase of a house/plot or for education purpose or in case if SWU plans a scheme of housing for workmen.

Demand No. 27: Festival Advance

It is demanded that the existing festival advance paid to the employees shall be increased to Rs. 25000/- per year. The same to be recovered in 10 equal installments.

Demand No. 29: Pending/Unresolved Points of Previous Settlement Dated 27 Aug 2021

A: Job Classification

It is demanded that Job Classification to be carried out in the units of Goa. It was agreed under the clause 5.5 of settlement dated 19.02.2021 that the work of Job Classification will be taken up by a mutually agreed party (NITIE/NPC or any other independent authority) and that assessment will cover studying the existing jobs in Goa Verna (DG Pro, DG sys and DS O GIS Factory). The Job Classification study to be carried out & if any benefit arises from it to be given from 1st Oct 2021.

B: Work Measurement

It is demanded that there shall be work measurement on the basis of MOST. It was agreed under the clause 5.5 of settlement dated 19.02.2021 that work measurement at Goa Verna Factories (DG Pro, DG sys and DS O GIS Factory) to be carried out through MOST process mutually which has not been implemented till the date of presenting this demand. The work measurement to be done mutually.

Demand No. 30: Canteen

Existing Meal card to be discontinued. Deduction of Rs. 100/- per month from salary of workmen to be done for the existing food provided in the canteen.

Demand No. 30 A: Tea Break

It is demanded that tea will be served on shopfloor and there will be 10 minute Break for tea at the end of every shift.

Demand No. 31: Transport

Existing Transport Facilities to be continued.

Demand No. 32: Picnic Allowance

The existing practice of Picnic/Family Day shall continue.

Demand No. 33: Retirement Age

The age for retirement shall be 65 years. However, the workmen shall be given the option to retire at the age of 60 or at any date before attaining the age of 65 years.

Demand No. 34: Pension Scheme

The company shall introduce a pension scheme where in the workmen shall be paid 50 % of the last drawn Consolidated Basic with existing scheme of Dearness allowance including future neutralization at the same rate.

The Pension will be paid for a minimum period of 15 years after retrenchment/termination/resignation/ retirement. In the event of death of the employee while in service, the criteria of minimum years of service shall be dispensed with and the legal heirs shall be paid the said pension.

Demand No. 35: Gratuity

It is demanded that the company shall grant one month's gross salary last drawn for every completed year of service as Gratuity to all the employees at the time of their leaving the employment.

Demand No. 36: Workmen Welfare Schemes

(A) Siemens Workers Union Special Medical Relief Scheme

The workmen contribution towards Siemens Workers Union Special Medical Relief Scheme shall be increased to Rupees 40/- per workman per month.

(B) Union Monthly Levy

The workmen contribution towards Union monthly Levy shall be increased to Rupees 300/- per workman per month.

Demand No. 37: Paternity Leave

Paternity leave of one month's full pay and benefits shall be granted to all employees.

Demand No. 38: Child Adoption Leave

Paternity leave of one month's full pay and benefits shall be granted to all employees who are legally adopting a child.

Demand No. 39: Death Relief Scheme

It is demanded that in case of unfortunate death of an employee while in the service of the company the legal heirs of the deceased workmen shall receive the amount of not less than Rs. 35 Lakhs in case the amount of "SAHAYTA SCHEME" is below Rs. 35 Lakhs. Existing Term Insurance and accidental Insurance to be continued.

Demand No. 40: Recreational Activities

Recreational activities such as Indoor Sports and Gymnasium to be restarted.

Demand No. 41: Period of Settlement

It is demanded that the period of settlement shall be for three years from 01.01.2024.

Demand No. 42: Retrospective Effect and Interest

1. All demands wherever not specifically mentioned shall be effective from 01.01.2024 onwards.
2. Interest will be paid at the rate of 10% per annum on all arrears and other payment paid later than 01/01/2024. The interest will be payable for the period starting from 01/01/2024 till actual payment is made as if amount has become payable on monthly basis.
3. All workmen who are/were on rolls of the Company on 01/01/2024 shall be paid arrears along with 10% interest.
4. All demands wherever not specifically mentioned shall be effective from 01.01.2024 onwards.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?

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

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim

———◆———

Notification

28/02/2025-LAB/436 Date: 08-Jul-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13/06/2025 in Case Ref. No. IT/71/2000 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

———————

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble Presiding Officer)

Case No. IT/71/2000

Mr. Domnic Dias (since deceased),
Legal heirs

1) Smt. Filomena Domnic Dias (wife)
2) Shri Rolan Dias (Son)
3) Renie Dias (Daughter)

Rep. by the Goa MRF Employees Union,
Saidham Dhavalimol, Ponda-Goa. … Workman/Party I

V/s.

M/s. M.R.F. Limited,
Curti, Ponda-Goa. … Employer/Party II

Workman/Party I represented by Learned Adv. Ms. S. Narvekar.

Employer/Party II represented by Adv. S. B. Karpe along with Adv. Ms. S. Vaigankar.

AWARD

(Delivered on this the 13th day of the month of June of the year 2025)

By Order dated 22nd September, 2000 bearing No. IRM/CON/PONDA/(272)/99/4757, 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 this Tribunal for adjudication:

SCHEDULE

"(1) Whether the action of the management of M/s. MRF Limited, Usgao, Ponda-Goa, in awarding punishment to Shri Domnic Dias, of 4 days suspension from work with effect from 27-8-1997 to 30-8-1997 without wages is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/71/2000 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Party I filed his Claim Statement at Exhibit 5.

3. It is the case of the Party I that since the formation of the Union, the Company has been attempting to disrupt the unity of the workmen employed by the Company and who are members of the Union. Of late there has been large scale harassment and victimization of the union office bearers and its other members due to their legitimate trade union activities. The harassment, inter-alia, include illegal changes in service conditions, unjustified and unwarranted suspensions, charge- sheets on false and fabricated charges, refusal to negotiate in good faith and impositions of unfair labour practices in the guise of following management policy etc. and further including the present illegal suspension of the Union's member Mr. Domnic Dias.

4. The Party I states that by letter dated 12-03-1997, the Party I/Workman was issued a suspension order pending inquiry and final order, which was illegal and untenable at law. It was based on the allegation that on 7-3-1997 the Workman had allegedly assaulted one workman, namely Mr. Veerbhadra Kaudimatti while he was going towards Khandepar. It was further alleged that on 11-03-1997, the father of Party I/Workman also assaulted Mr. Kaudimatti at about 7.40 a.m. when he was about to board a bus.

5. The Party I states that the enquiry into the aforesaid alleged charge of misconduct commenced from 27-03-1997 and concluded on 25-07-1997 without following the principles of natural justice and without affording a reasonable opportunity of defence to the said Workman and during the enquiry proceedings throughout, the Workman had co-operated fully and completely with the conduct of enquiry proceedings inspite of same being one-sided and unfair, which is evident from the records of the enquiry proceedings and, therefore, it was totally unjustified, malafide and ex-facie illegal and improper for the Enquiry

Officer to have blamed the Workman and his defence representative for the purported delay. The Party I/Workman states that the charge-sheet issued against him was ex-facie illegal and untenable at law and that he was not allowed to be defended by a person of his choice.

6. The Party I states that the Enquiry Officer had conducted the enquiry devoid of the principles of natural justice. Further, the Inquiry Officer did not afford any opportunity of defence to the said workman nor did he call upon the parties to give their final submission before closing the inquiry proceedings. The Party I states that there was no evidence supporting the charges leveled against him and that the charges leveled did not constitute any misconduct under the Standing Orders at all as the enquiry held against him was devoid of any rule of natural justice and was clearly ex-facie unfair and improper. The Party I/Workman states that he was prejudiced at each stage of the inquiry.

7. The Party I/Union states that the illegal suspension of the said Workman is an act of unfair labour practice under Schedule V of the Industrial Disputes Act, 1947. It is submitted that the suspension of the said Workman has been resorted by the Company to victimize the said Workman for his legitimate trade union activities. It is submitted that the suspension of the said Workman in the above circumstances also tantamount to an act of unfair labour practices under items 5(a), (b), (d), (f) and (g) as well as items 13 and 14 of the Fifth Schedule to the Industrial Dispute Act, 1947.

8. Hence it is prayed that the punishment of suspension imposed on Mr. Domnic Dias be revoked, quashed forthwith and the said Mr. Domnic be paid full wages for the period of suspension imposed on him by Order dated 26-8-1997 with continuity of the service and other consequential reliefs.

9. In its Written Statement the Party II states that Mr. Domnic Dias, Token No. 1335 was employed with the Party II Company. The Party II stated that Mr. Domnic Dias was charge-sheeted vide charge-sheet dated 12.03.97 wherein it was alleged that on 7.3.97 when one of the workmen Mr. Veerabhadra Kaudimatti T.No.2064 was going towards Khandepar by foot, Party I/ Workman accosted him near the F-620 unit and used abusive language towards him and said "hawala to te union join zala" and assaulted him. Party I/Workman caught him by his shirt and slapped across his face.

10. The Party II submitted that on 11.03.97 at about 7.40 a.m. when the said Mr. Veerbhadra appa Kaudimatti was waiting to board the bus to report for work in shift I, the father of Party I/ Workman accosted him and asked him what happened between Party I and him. The father of Party I threatened him with dire consequences. The acts committed by Party I/Workman, if proved, amounts to gross misconduct under Item of C1.21 of the Certified standing orders of the Company which reads as under:-

    C1.21 Item VI: Restraining or detaining or gheraoing any supervisory staff or workman of the Company either inside or outside the premises of the Company.

    C1.21 Item VII: Use of impolite or insulting or abusive language, assault or threat of assault, intimidation or correction within the precincts of the Company against any supervisory staff. Workman or any other person authorized to work in the company and such act outside the premises of the Company if directly affects the discipline of the Company.

    C1.21 Item LII: Any act subversive of discipline

11. The Party No. II submits that the enquiry was conducted by Mr. Claudio Fernandes vide his appointment letter dated 24.03.1997 and concluded the enquiry after giving sufficient opportunity to the workman at the enquiry. Mr. Dinkar Verenkar represented the management vide his appointment letter dated 24.03.1997 The Party II stated that the Party I/Workman was suspended pending enquiry for commission of serious acts of misconduct within the factory premises on 07.03.97, vide order of suspension pending enquiry and final orders dated 10.03.1997.

12. The Party II submits that on 29/03/1997, the Party I/Workman chose to be represented by his co-worker Mr. Premanand Naik. However the workman was unable to bring his representative on the said date and requested for adjournment of enquiry which was granted before which the MR was permitted to present his case so that the documents relied upon by the Management could be handed over to the CSW to enable him to defend his case on the documentary evidence produced by the MR on 29/03/1997.

13. The Party II further submits that the Party I/Workman did not attend the hearing on the subsequent date i.e. on 01/04/1997 without any intimation. As such the enquiry was adjourned on 05/04/1997. The intimation as regards to the enquiry date was sent to the Workman by a notice, however, the Workman/family member of the Workman refused to accept the intimation that was sent through courier, therefore the enquiry was adjourned to further date on 10/04/1997. On 10/04/1997, the enquiry was once

again adjourned at the request of Workman to 12/04/1997 and on which date the Workman was represented by Mr. Agnelo Andrade. Thus, it has been categorically pleaded by Party II/Management that the Workman was duly represented in the enquiry proceeding by the Representative of his choice. That time and again the request for adjournment made by the Party I/Workman was duly considered by the Enquiry Officer. The Management witnesses were cross-examined by seeking sufficient opportunity to prepare the cross by the Party I representative. The case of the Management was closed after examining their last witness Shri Yellappa Ambigar and the enquiry was adjourned to enable Party I/Workman to examine himself and his witnesses in defence. Again several adjournments were sought by the representative of the Party I/Workman at the time of presenting the case of the Party I/Workman in defence. After examining the Party I/Workman, the enquiry was closed as the Workman failed to give the name of any other witness he was willing to examine and accordingly the evidence of both the Parties was concluded.

14. The Party II submits that the suspension by way of punishment was consequent to properly conducted enquiry and based on proved acts of misconduct committed by the workman. The Party II states that the enquiry was fair and proper and was conducted in accordance with the principles of natural justice. The Party I was given every opportunity to defend himself and only after appreciating the evidence on record. The Party II states that they considered the findings of the Enquiry Officer and concurred with the same. The Party II also considered the past records of the Party I and considering the gravity of proved misconducts, the management imposed a lighter punishment of suspension by way of punishment on the workman.

15. The Part II therefore states that the suspension by way of punishment of Party I is legal and justified. Party II specifically denied that there are any illegal changes in the service conditions or unjustified or unwarranted suspensions or charge-sheets issued to the workmen on false and fabricated charges or that there is refusal to negotiate in good faith as alleged. It is denied that there is commission of unfair labour practices. It is denied that the charge-sheet issued against the said workman was ex-facie illegal and untenable at law. It is denied that the management has predicted punitive action against the workman or that the said workman was not allowed to be defended by a person of his choice.

16. It is further denied that the Enquiry Officer erred in coming to the conclusion of guilt as alleged. It is further denied that the Enquiry Officer failed to appreciate the evidence of the workman or that they were biased. It is denied that the order of suspension by way of punishment was for collateral purpose or was solely to victimize the workman for his continued allegiance to the said union as alleged. It is denied that the suspension order was in violation of any unfair labour practices and further denied that there was no evidence supporting the charges leveled to the said workman. It is denied that the punishment imposed on the said workman was grossly disproportionate to the charges leveled against him.

17. The Party II submitted that the action of the Company is fair, legal and proper and the Party I is not entitled to any reliefs as prayed for. The Party II further prays that the reference may please be rejected.

18. On completion of the pleadings, Issues were framed at Exhibit 11 by this Tribunal which reads as under:

ISSUES

1. Whether the Party I proves that the domestic enquiry held against the workman Shri Domnic Dias is not fair and proper?

2. Whether the charges of misconduct levelled against the workman Shri Domnic Dias are proved to the satisfaction of the Tribunal by acceptable evidence?

2a Whether the Party II proves that the charges of misconduct levelled against the workman Shri Domnic Dias are proved to the satisfaction of the Tribunal by acceptable evidence? (Issue No. 2 has been corrected and reframed herein as Issue No. 2a for the sake of convenience as the original issue did not cast the burden on anyone to prove the same).

3. Whether the Party I proves that the punishment of suspension awarded to the workman Shri Domnic Dias is by way of victimisation and unfair labour practice?

4. Whether the workman Shri Domnic Dias is entitled to any relief

5. What Award?

REASONS

19. **Issue No. 3, 4 and 5**: It is a matter of record that, this Tribunal has passed an Order dated 11-02-2025 on preliminary issue No. 1 and 2 holding Issue No.1 in the negative and issue No. 2 in the affirmative by giving a finding that the Enquiry Officer had conducted the enquiry in consonance with the principles of natural justice, hence the enquiry was held to be fair and proper. By the said Order, dated 11-02-2025 this Tribunal was pleased to answer the Issue No. 2 in the affirmative while concluding that the Enquiry Officer had analysed the evidence on record in depth and the findings of the Inquiry Officer are based on acceptable evidence.

20. After passing the order on the preliminary issues, opportunity was given to both the parties to the present reference to adduce further evidence in support of Issue No.3, 4 and 5. However, both the parties chose not to lead any further evidence and the matter proceeded to hear final arguments on merits on all the remaining issues.

21. This Tribunal while deciding the Issue No. 1 against the Workman/Party I has held that the workman could not place anything on record to substantiate his claim that the enquiry conducted against him was not fair and proper and that the same was conducted by violating the principles of natural justice as such the Issue No. 1 was answered in the negative thereby dismissing the case of Party I/Workman about the alleged victimization by the Employer/Party II.

22. That while deciding Issue No. 2 in the affirmative, in favour of the management, this Tribunal held that the Party II/Employer thus by way of acceptable evidence on record could prove that the Enquiry Officer's findings in respect of those charges were in terms of the procedures laid down under the Act and by following due procedure as per the Certified Standing Orders and in accordance with the principles of natural justice. However, on the other hand, the Party I/Workman could not prove that the grounds of misconduct alleged to have been conducted by him are false and have been leveled with a sole intent to victimize him and therefore illegal, improper, bad in law, malafide and unjustified and the Management could prove the same by way of acceptable evidence.

23. In the case in hand, the domestic inquiry held against the Party I/Workman reveals that by letter dated 12-03-1997, he was issued a charge-sheet cum notice of enquiry. Based on the allegation that on 07-03-1997, the Workman had allegedly assaulted one Workman, namely Mr. Veerbhadra Kaudimatti while he was going towards Khandepar. It was further alleged that on 11-03-1997, the father of the said workman also assaulted Mr. Kaudimatti at about 7.40 a.m. when he was about to board a bus. The Party I/Workman alleged that the enquiry into the aforesaid alleged charge of misconduct commenced from 27-03-1997 and concluded on 25-07-1997 without following the principles of natural justice and without affording a reasonable opportunity of defence to the said Workman. He further alleged that during the enquiry proceedings throughout, the Workman had cooperated fully and completely with the conduct of enquiry proceedings inspite of same being one-sided and unfair, which is evident from the records of the enquiry proceedings and, therefore, it was totally unjustified, malafide and ex-facie illegal and improper for the Enquiry Officer to have blamed the Workman and his defence representative for the purported delay.

24. As against this, it is the contention of the Party II that the Party I/Workman was given every opportunity to defend himself and relevant documents, charge-sheet etc. were furnished to him to enable him to put his defense and was given opportunity to be defended by the person of his choice. That upon being served with the charge-sheet-cum-enquiry notice dated 12/03/1997 specifying the charges alleged in the said charge-sheet and the acts of commission in clear terms, the Party I/Workman was called upon to submit his written explanation which fact has been admitted by the Party I/Workman in his deposition in the said enquiry.

25. This Tribunal has duly considered the evidence on this incident and has given its findings on Issue No. 2 by coming to a conclusion that the Party II has proved the allegations in the said charge-sheet by means of acceptable evidence.

26. The victim, i.e. the Management witness No. 1 identified the reports and the complaints lodged by him at the Police Station. He also maintained his stand of Party I/Workman slapping him twice and abusing him with words "hawala". The oral version given by the Management witness-1 has been duly supported by Exh. M-4, M-5, M-6 and M-10. In the said enquiry, though the CSW took a defence that these are the false and fabricated documents produced by the Management witness-1, i.e. the victim Kaudimatti however could not discard the same.

27. That in order to support the alleged incident of assault on Kaudimatti, the Management also examined Mr. Rohidas Bethodikar who stated that when he was proceeding to Khandepar along with Mr. V. Kaudimatti, the Party I/Workman came from behind and caught hold of him, turned him around, abused him and slapped him twice on his face.

28. Mr. Maruthi Sawant, the Management witness No. 3, deposed that on 07/03/1997 at around 12.30 midnight, while he was on duty as a Sr. Shift Foreman, Mr. Kaudimatti from the Sanitation Dept. came to him and informed him that Party I/Workman slapped him on his left cheek by holding on to his shirt and abused him by saying 'hawala'. Mr. Yellappa Ambigar (MW4) also supported the case of MW1 who proved the alleged act of misconduct.

29. In the cross, all the Management witnesses maintained their statement as regards the incident of assault on Mr. Kaudimatti. Moreover, the evidence of MW1, the victim, Kaudimatti has been corroborated and supported by other three witnesses examined by the Management who were present along with Kaudimatti at the time of the alleged incident which fact the Party I/Workman could not discard at the time of the domestic inquiry nor could he dislodge the same when given opportunity to lead evidence in support of his defence to show that no such incident as alleged has taken place or to show that he was falsely implicated in the alleged incident by the Party II/Management to victimize him.

30. Section 11 A of the Industrial Disputes Act, 1947 reads as under: 11-A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.–Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require.

31. In the case of Mahindra and Mahindra v/s N. B. Narawade 2005 I CLR 803 the Court has observed that "Whether it is open to the Industrial Tribunal or the labour court or the High Court to interfere with the quantum of punishment is, no longer, res integra, as the question has been answered by this Court several times it its various decisions in B.C. Chaturvedi Vs. Union of India [1995(6) SCC 749] a three-Judge Bench of this Court held that that Section 11-A of the Industrial Disputes Act, 1947 confers power on the Industrial Tribunal/Labour Court to apply its mind on the question of proportion of punishment or penalty that this power is also available to the High Court under Article 226 of the Constitution, though it was qualified with a limitation that while seized as a writ court, interference is permissible only when the punishment/penalty is shockingly disproportionate."

32. Further, the Hon'ble Apex Court in the citation above was pleased to sets aside the order of dismissal and directs the reinstatement passed by Division Bench, Single Judge of the High Court and that of the Labour Court and uphold the order of the disciplinary authority dismissing the respondent-workman from service.

33. The relevant observation of the Hon'ble apex court in respect of Section 11-A in this Judgment reads "It is no doubt true that after introduction of Section 11-A in the Industrial Disputes Act, certain amount of discretion is vested with the labour court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this Court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11-A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court cannot by way of sympathy alone exercise the power under Section 11-A of the Act and reduce the punishment.

34. In this case records reveal that the Party I/Workman was given fair opportunity to defend himself in the domestic enquiry against the charges leveled against him in the charge-sheet. Before this Tribunal also the Party I was given opportunity to enable him to discard the allegations in the charge-sheet which was said to be proved by the Enquiry Officer in the said domestic enquiry by producing supporting evidence to show that no such incident as alleged in the report filed by Kaudimatti as well as in the FIR lodged by

said Kaudimatti at the Ponda Police Station has taken place. The evidence on record reveals that the Management through their witnesses has produced sufficient evidence in support of the alleged incident and threats given to the co-worker Kaudimatti by the Party I/Workman.

35. Therefore, considering the overall evidence on record as well as considering the acts of misconduct as defined in the Certified Standing Orders coupled with the ratio laid in the judicial pronouncements as mentioned herein above, this Tribunal is of the opinion that the Party I has failed to prove that the action of the management of M/s. MRF Ltd Usgao, Ponda in awarding punishment of four days suspension from the work with effect from 27/08/1997 to 30/08/1997 without wages is illegal and unjustified. As such, Party I is not entitled for any relief as claimed in the Statement of Claim, for the reasons hereinabove the Issue No. 3, 4 and 5 taken together for discussion stands answered in negative.

Hence the Order:

ORDER

(i) The Order of four days suspension from the work with effect from 27/08/1997 to 30/08/1997 without wages by way of punishment of Party I/Workman, of the deceased Mr. Domnic Dias ex-employee of M/s MRF Limited, Tisk, Usgao, Ponda-Goa is legal and justified

(ii) The Party I/Workman, Mr. Domnic Diasis not entitled for any relief.

(iii) No order as to cost.

(iv) Inform the Government accordingly.

Vijayalaxmi R. Shivolkar, Presiding Officer Industrial Tribunal & Labour Court.

Panaji.

Notification

28/02/2025-LAB/PART-III/440 Date: 09-Jul-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13/06/2025 in Case Ref. No. IT/06/2018 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble Presiding Officer)

Ref. No. IT/06/2018

M/s. Wallace Pharmaceuticals Pvt. Ltd.,
3rd Floor, Dempo Trade Centre Bldg.,
Patto Plaza, EDC Complex,
Panaji-Goa. …….. Employer/Party I

V/s

Workmen/Medical Representatives
Rep. by the General Secretary,
Federation of Medical & Sales Representatives

Association of India,
48, Chanchal Smruti,
Katrak Road, Wadala,
Mumbai (400031). …….. Workmen/Party II

Workmen/Party I represented by Learned Adv. Shri M. S. Bandodkar.

Employer/Party II represented by Learned Adv. Shri A. V. Nigalye.

AWARD

(Delivered on this the 13th day of the month of June of the year 2025)

By Order dated 17-04-2018, bearing No. 28/34/2017-LAB/269, the Government of Goa in exercise of its powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between M/s. Wallace Pharmaceuticals Private Limited, Panaji and its workmen/Medical Representatives, represented by Federation of Medical & Sales Representatives Association of India, Mumbai and its workmen, for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act. The Schedule of reference is as under:

SCHEDULE

1. Whether the instant dispute pertaining to the strike/agitation held by the medical and sales promotion employees employed by M/s. Wallace Pharmaceuticals Private Limited, Goa, can be construed as an industrial dispute under the provisions of the Industrial Disputes Act, 1947(Central Act 14 of 1947)?
2. If the answer to issue No. (1) is in the affirmative, then whether the management of M/s. Wallace Pharmaceuticals Private Limited, Panaji, proves that the strike resorted by the workmen/Medical Representatives on 09/06/2017 and 27/07/2017, is illegal and unjustified?
3. If the answer to the issue No. (2) above is in the negative, then, what relief the workmen/Medical Representatives are entitled to?"

2. That, the Employer/Party I thereafter made a request letter to the Secretary, Labour Department seeking amendment of the above reference pursuance to which the Government of Goa was pleased to amend the said Order of Reference dated 17/04/2018 and accordingly, vide reference No. 28/34/2017-LAB/183 dated 28/02/2019 substituted the Schedule which reads as under:

AMENDED SCHEDULE

1. Whether the instant dispute pertaining to the strike/agitation held by the medical and sales promotion employees employed by M/s. Wallace Pharmaceuticals Private Limited, Goa, can be construed as an industrial dispute under the provisions of the Industrial Disputes Act, 1947(Central Act 14 of 1947)?
2. If the answer to issue No. (1) is in the affirmative, then whether the management of M/s Wallace Pharmaceuticals Private Limited, Panaji, proves that the strike resorted by the workmen/Medical Representatives on 27/06/2017, 27/07/2017 and 28/07/2017, is illegal and unjustified?
3. If the answer to the issue No. (2) above is in the affirmative, then, what relief the workmen/ Medical Representatives are entitled to?"

3. Upon receipt of the reference, it was registered as IT/06/2018 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 14.

4. In their Statement of Claim, the Employer/Party I states that the Party I/Company, Wallace Pharmaceuticals Private Limited is in existence for over 50 years and is in the business of manufacture and marketing of pharmaceutical formulations and the Party I/Company carries out its manufacturing at its own factory at Nalagarh, Himachal Pradesh and by Loan Licence and contract manufacturing at various locations in India. The Party I states that it has around 1800 employees and about 500 of these are in the Pharma Division and the Medical Representatives/Party II to whom this dispute relates to are in the Party I's Pharma Division. The Party I states that for over 35 years it had cordial relations with the Party II and their Union i.e. Federation of Medical & Sales Representatives Association (FMRAI) that

has been representing them in the past and the Company had signed more than eight settlements with the FMRAI.

5. The Employer/Party I states that the Party II had through its letter dated 09/06/2017 served on the Management of Party I a notice of strike on 27/06/2017 demanding reinstatement of Mr. Mrinal Kanti Pathak and Mr. K. Jagadiswara Chary, both formerly employed with Party I as Medical Representatives. The Party I states that in its Circular dated 09/06/2017 to its affiliated Units and State Council Sub-Committee Conveners, Party II announced, apart from the strike on 27/06/2017, further connected programmes including two days of strike and dharna by field workers in the month of July,2017, refusal of new work input or activity and non-co-operation. The Party II went on strike on 27/06/2017, 27/07/2017 and 28/07/2017 in support of the same demands. The Party I further states that the Party II went on strike again on 22/09/2017 for which it served a notice dated 07/09/2017 and issued an organizational Circular dated 11/09/2017 for which the Party I sent a reply dated 14/09/2017.

6. The Party I states that Mr. Mrinal Kanti Pathak had already raised a dispute with the Government of West Bengal regarding alleged termination and the Government of West Bengal referred the dispute for adjudication vide its Order dated 09/12/2016 to the Seventh Industrial Tribunal, West Bengal wherein the matter was admitted as Case No.VIII-36/2016 and the said Tribunal issued the Parties a notice dated 04/01/2017 regarding the same. The Party I further states that Mr. K. Jagadishwara Chary filed a Petition against his discharge from services before Labour Court-I, Hyderabad which admitted the matter under I.D. No.55/2016 and issued a notice in this regard dated 23/06/2016.

7. The Employer/Party I states that a Settlement dated 17/10/2012 exists between the Party I and Party II for the period from 01/08/2010 to 31/01/2014 but, in terms of Clause 1(b) of the settlement, "the settlement will continue to be applicable thereafter unless the settlement is terminated and revised by mutual discussions and agreement in accordance with applicable law". As no fresh/revised settlement was signed between the Parties at that point of time, the Settlement dated 17/10/2012 remained in force and the strikes observed by Party II in June and July, 2017 were in breach of the said Settlement. The Employer/Party I states that the strikes on 27/06/2017, 27/07/2017 and 28/07/2017 were in breach of the Settlement dated 17/10/2012 wherein in clauses 18.band 18.d it was mutually agreed to follow constitutional methods for resolution of grievances and to co-operate in maintaining harmonious and peaceful industrial relations and work wholeheartedly for better growth of the Company.

8. The Employer/Party I states that the Party I and Party II were in dialogue on the Charter of Demands submitted by Party II in April, 2014 for the settlement period from February, 2014 to July, 2017. After cordial discussion of over three years and mutually agreeing on a draft of the Settlement and the date for signing it, Party II abruptly backed out of signing the settlement and raised the issues of Mr. Mrinal Kanti Pathak and Mr. K. Jagadishwara Chary. Party I had put this on record in its letter dated 25/05/2017 to Party II pointing out that both these ex-employees had taken their respective matters to Court and the cases were pending in the respective Courts. The Party I states that the Party II wrote a letter dated 30/05/2017 and the Party I replied to Party II by a letter dated 02/06/2017 again stating what it had communicated to Party II several times before–(a) that Mr. Mrinal Kanti Pathak and Mr. K. Jagadishwara Chary were discharged from services after the charges against them were proved through enquiry, (b) that both the ex-employees had taken their matters to Court and (c) that the Management agreed to abide by the eventual verdict of the Court.

9. The Employer/Party I states that despite the clarification and assurance by Party I, the Party II went ahead with the strikes on 27/06/2017, 27/07/2017 and 28/07/2017 and more strikes and connected agitation. Thus, the strikes by Party II on 27/06/2017, 27/07/2017 and 28/07/2017 were not only illegal but unjustified. The Employer/Party I states that by letter dated 27/06/2017, filed a complaint with the Commissioner, Labour and Employment, Panaji requesting for urgent intervention in the matter of illegal strike, breach of settlement and unfair labour practices by Party II and this was followed by two more letters dated 31/07/2017 and letter dated 26/09/2017 to the Commissioner, Labour& Employment separately highlighting the aspect of breach of settlement by Party II.

10. The Employer/Party I states that the Assistant Labour Commissioner held a conciliation meeting on 21/08/2017 which recorded a failure vide minutes dated 21/08/2017, hence the present reference.

11. The Employer/Party I states that the Party II as part of its programme refused to carry out activities for the promotion of the Company's products and that the refusal of input and non-cooperation by Party II were also in breach of the settlement dated 17/10/2012 apart from the illegal strikes resorted to by Party II. The Employer/Party I states that the Party II as part of its programme also indulged in acts of

intimidation, threatening, coercion and obstruction of the Company's Field Managers at various places. The Employer Party I further states that all the illegal and unjustified actions on the part of Party II mentioned in the foregoing paragraphs including illegal strikes, refusal of promotional activities and obstruction of Company's Managers in the field had a significantly adverse financial impact on the Company in the form of sales losses which from June to September, 2017 were estimated at Rs. 4.30 crores. The Employer/Party I states that the said strikes are prohibited by Section 23(b) and 23(c) of the Industrial Disputes Act, 1947 and are illegal under Section 24(1) of the same Act. Hence, this Tribunal be pleased to declare that the strikes resorted to by Party II on 27/06/2017, 27/07/2017 and 28/07/2017 were illegal and unjustified and direct the Party II to pay to Party I the amount of Rs. 4.30 crores being the losses inflicted on Party I by the illegal actions of Party II.

12. In its Written Statement filed at Exhibit 16 the Workmen/Party II submitted that they are represented by their Union "Federation of Medical and Sales Representatives Association of India" which is a trade union registered under the Trade Unions Act, 1926 and is having its registration No. 4580 and the said Union is representing the Sales Promotion Employees who are also known as Medical Representatives employed all over India. The Party II also submits that the said Union is representing Sales Promotion Employees of several pharmaceutical companies all across India since its inception.

13. The Party II submits that the Party I is employing about 430 Medical Representatives (MRs)/Sales Promotion Employees (SPEs) for the work of promotion of its products and the work of Medical Representative/Sales Promotion Employee is to visit and promote the products of the Company with the clients wherein the work of the MRs/SPEs is supervised by the Sales and Marketing Office of the Party I which is situated at B/307-312, Floral Deck Plaza, Off MIDC Road, Andheri (East), Mumbai. The entire Marketing Department of the Party I including the Product Management Team, Vice President (Sales & Marketing) and Directors are sitting and functioning from the Mumbai Office and all the decisions and actions by the Party I are taken in and from their Mumbai office.

14. The Party II submits that the Union has been the sole bargaining agent for the Medical Representatives since 1st March, 1983 and till date has signed 9 Settlements under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 during the course of last 34 years and the various issues pertaining to wage settlement, service conditions, transfers etc. were dealt with by the Union and Party I through mutual discussions and consensus. The Party II submits that the last Settlement with the Party I was signed on 17th October, 2012 and the same had expired on 31st January, 2014 and the said Settlement was amended vide Memorandum dated 04/03/2013.

15. The Party II submits that the Union had submitted the Charter of Demands dated 18/04/2014 for the next settlement period from 01/02/2014 to 31/07/2017 and during the negotiations for wage settlement, as per existing practice, the Union had raised pending grievances of the employees with the Officers of Party I for mutual discussions and resolution. The Party II submits that they had raised the issue of transfer of services of two employees, namely, Mrinal Kanti Pathak (Kolkata, West Bengal H.Q.) and K. Jagadishwara Chary (Hyderabad, Telangana H.Q.), who were transferred unilaterally contrary to the custom and practice of three decades to hold bilateral discussions and resolve the issues of the employees. The Union sought to discuss these issues during the Co-ordination Committee meeting with the Party I, however the Officers of the Party I point blank refused to have any bilateral discussions and shockingly, between the meetings of the Co-ordination Committee, terminated the said employees. This was totally against the letter and spirit of the three decades of cordial bilateral relations between the Union and Party I as well as the Memorandum of Settlement dated 17/10/2012 signed between the Parties, however, instead of resolving the grievances of the said two employees, the Party I suddenly terminated their services while the said matters were being discussed in the Co-ordination Committee meetings.

16. The Party II submits that the Union made several requests to the Party I to resolve the pending issues of the MRs through discussions but to no avail. The Party I also started resorting to harassment of employees by making illegal deduction from their wages, issuing illegal instructions regarding work, increasing the workload, illegal alteration of service condition etc.

17. The Party II submits that by letter dated 21/06/2017, the Party I unilaterally told all the MRs to go on mandatory unpaid leave from 28th to 30th June, 2017 on the pretext of implementation of Goods and Services Tax (GST) by Government of India and the MRs were told that the mandatory leave will be deducted from the Privilege Leave/Casual Leave balance of the employees to which the Union protested

by their letter dated 22/06/2017 and also lodged a complaint to the Commissioner of Labour, Maharashtra, Mumbai and the Party I then had withdrawn the said Circular.

18. The Party II submits that since there was no effective response from the Party I to have discussions on the issues of wrongful terminations of MRs and other issues/grievances stated hereinabove, the Union gave notices of strike and the MRs proceeded on a one-day strike on 27/06/2017, a two-day strike on 27th and 28th July, 2017 and a one-day strike on 22/09/2017. The Party II states that the said strikes were perfectly legal and justified and the Party I cannot contend that they are illegal or unjustified.

19. The Party II submits that in retaliation of the legal and constitutional means of protest adopted by the MRs, the Party I started arbitrarily deducting the wages of the MRs on false grounds even when the MRs had worked regularly in the field on the relevant dates. The Party II craves leave to produce records and the dates of salary and expense deduction of the MRs and the Union submits that these deductions are in contravention of Section 7 of the Payment of Wages Act, 1936.

20. In the Rejoinder at Exh. 17 filed by the Party I/Employer, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement. Considering the pleadings filed by both the Parties, following Issues were framed by this Tribunal on 19/09/2019 at Exhibit 18.

ISSUES

1. Whether the Party I proves that the dispute pertaining to the strike/agitation held by the medical and sales promotion employees employed by it can be construed as an industrial dispute under the provisions of the Industrial Disputes Act, 1947?

2. Whether the Party I proves that the strike resorted by the workmen/medical representatives on 27-06-2017, 27-07-2017 and 28.07.2017 is illegal and unjustified?

3. Whether the Party II proves that the reference is not maintainable as stated in Para 1 of the Written Statement?

4. What relief? What Award?

21. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties and considering the same my findings on the issues with reasons are as follows:

Issue No. 1	:	In the Affirmative
Issue No. 2	:	In the Negative
Issue No. 3	:	In the Affirmative
Issue No. 4	:	As per final Order

REASONS

22. **Issue No. 1:** In the case of H.R. Adyanthayavs Sandoz (India) Ltd., on 11 August, 1994 AIR 2608, 1994 SCC (5) 737it has been held that “The definition of the Sales Promotion Employee in clause (d) of Section 2 of the SPE Act as it was originally enacted read as follows:

"‘sales promotion employee' means any person by whatever name called (including an apprentice) employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business, or both, and—

(i) who draws wages (being wages, not including any commission) not exceeding seven hundred and fifty rupees per mensem; or

(ii) who had drawn wages (being wages, including commission) or commission only, in either case, not exceeding nine thousand rupees in the aggregate in the twelve months immediately preceding the months in which this Act applies to such establishment and continues to draw such wages or commission in the aggregate, not exceeding the amount aforesaid in a year, but does not include any such person who is employed or engaged mainly in a managerial or administrative capacity;"

It will be noticed that under the SPE Act, the sales promotion employee was firstly, one who was engaged to do any work relating to promotion of sales or business or both, and secondly, only such of them who drew wages not exceeding Rs.750 per mensem (excluding commission) or those who had drawn wages (including commission) or commission not exceeding Rs.9000 per annum whether they

were doing supervisory work or not were included in the said definition. The only nature/type of work which was excluded from the said definition was that which was mainly in managerial or administrative capacity.

The SPE Act was amended by the Amending Act 48 of 1986 which came into force w.e.f. 6-5-1987. By the said amendment, among others, the definition of sales promotion employee was expanded so as to include all sales promotion employees without a ceiling on their wages except those employed or engaged in a supervisory capacity drawing wages exceeding Rs.1600 per mensem and those employed or engaged mainly in managerial or administrative capacity.

Section 6 of that Act made the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, (the ID Act), Minimum Wages Act, 1948, Maternity Benefit Act, 1961, Payment of Bonus Act, 1965 and Payment of Gratuity Act, 1972 applicable forthwith to the medical representatives. Sub- section (2) of the said section while making the provisions of the I.D. Act, as in force for the time being, applicable to the medical representatives stated as follows:

"(2) The provisions of the Industrial Disputes Act, 1947 (14 of 1947), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of the Act and for the purposes of any proceeding under that Act in relation to an industrial dispute, a sales promotion employee shall be deemed to include a sales promotion employee who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal, discharge or retrenchment had led to that dispute,"

In other words, on and from 6-3-1976 the provisions of the I.D. Act became applicable to the medical representatives depending upon their wages up to 6-5-1987 and without the limitation on their wages thereafter and upon the capacity in which they were employed or engaged.

It appears that the SPE Act was brought on the statute book, as the Statement of Objects and Reasons accompanying the Bill shows, as a result of this Court's judgment in May & Baker case 1. The Committee of Petitions (Rajya Sabha) in its 13th Report submitted on 14-3-1972 had come to the conclusion that the ends of social justice would be met only by suitably amending the definition of the term 'workman' in the I.D. Act in the manner that the medical representatives were also covered by the definition of workman under the I.D. Act. The Committee also felt that other workers engaged in sales promotion should similarly be considered as workmen. The legislature, however, considered it more appropriate to have a separate legislation for governing the conditions of services of the sales promotion employees instead of amending the I.D. Act, and hence the SPE Act.

It also appears that Parliament has amended the definition of 'industry' by the Amending Act 46 of 1982 to include, in the definition of industry in Section 2(i) of the I.D. Act, among others, any activity relating to the promotion of sales or business, or both carried on by any establishment. However, that amendment has not yet- come into force. But the amendment made by the very same Amending Act of 1982 to the definition of 'workman' in Section 2(s) to include those employed to do 'operational work', and to the definition of 'wages' in Section 2(rr) to include "any commission payable on the promotion of sales or business or both" has come into force w.e.f. 21-8-1984.

All that remains, therefore, is CA No. 818 of 1992 where the dispute arose out of transfers of the employees concerned effected on 16-2-1988. The complaint was made to the Industrial Court under the Maharashtra Recognition of Trade Unions & Prevention of Unfair Labour Practices Act, 1971 (the 'Maharashtra Act'). There is no doubt that in view of Section 3(18) of the Maharashtra Act the definition of 'workman' under that Act would be the same as under the I.D. Act. The definition of 'workman' under the I.D. Act will obviously not cover the sales promotion employee within the meaning of SPE Act. It was contended on behalf of the workmen that since the I.D. Act was amended by insertion of the words 'skilled' and 'operational' and the SPE Act was amended to make all sales promotion employees, irrespective of their wages, 'workmen' w.e.f. 6-5-1987, it should be held that the definition of 'workman' under the I.D. Act covered the sales promotion employees. Hence the Maharashtra Act was applicable to the medical representatives.

23. Considering the observation/precedent laid down in the citation Adyanthaya (Supra), Ld. Advocate Shri Bandodkar graciously accepted that the Party II are the ‘workmen’as defined under the Industrial Disputes Act however, submitted that the dispute between the Parties does not come within the purview of clause/definition ‘industrial dispute’ u/s 2(k).

24. Dismissing the above contention of Ld. Adv. Shri Bandodkar, Shri Nigalye, the Learned Advocate appearing for Party II submitted that the workmen have all the rights to go on strike and other agitation in persuasion of their legal rights. Therefore, the strikes and agitation done by the workmen in persuasion of their existing legal rights are legal. Further, the Ld. Adv. Shri Nigalye in order to counter the objections of the Employer as regard to this Tribunal not having territorial jurisdiction to adjudicate upon the issues raised in the present reference, drew my attention to the cross-examination of the Management witness, Shri Eurico Noronha wherein the witness stated that "there are no regional office for every State but arrangements are made for them to meet their Regional Managers in their own State. I will not be able to state if the Regional Office for North Eastern State is Guwahati. I do not know how many regional offices we have in India. We have an office in Bombay. It facilitates the marketing of the product in the Country. Marketing was co-ordinated by our office in Mumbai. Administrative work was done by the Head Office at Goa and partly from Mumbai". Thus, it is clear from their own admissions that the Party II is functioning from their Head Office at Goa as well as partly from their Mumbai Office. Thus, the Industrial Tribunal at Goa does have a jurisdiction to adjudicate upon the dispute arising out of the said reference.

25. A reliance has been placed in the case of V. G. Jagadishan v/s Indofos Industries Ltd. wherein it is held that"It is further submitted by Ms. V. Mohana, learned Senior Advocate appearing on behalf of the appellant that in the present case, the Labour Court had decided the preliminary issue and held that the Labour Court, Delhi has no territorial jurisdiction to decide the case. It is submitted that Labour Court ought to have given its decision on all issues. Reliance is placed upon the decision of this Court in the case of D.P. Maheshwari Vs. Delhi Administration and Ors.;(1983) 4 SCC 293. It is submitted that as held by this honourable Court, tribunals should dispose of all the issues, whether preliminary or otherwise, at the same time. Making the above submissions and relying upon above decisions of this Court, it is prayed to quash and set aside the order(s) passed by the Labour Court, learned Single Judge and the Division Bench of the High Court and direct the Labour Court, Delhi to decide and dispose of the case at the earliest.

    As per the office report, service is not complete on sole respondent No. 1 and as per the post tracking report, notice has not been delivered to respondent No. 1 with postal remarks as "Addressee left without instructions". However, the present Special Leave Petition (SLP) is of the year 2016 and for the reasons herein below, we see no reasons to interfere with the order passed by the High Court. We proceed further with the SLP exparte so far as sole respondent No. 1 is concerned.

    The question which is posed for the consideration of this Court is, whether, the Labour Court, Delhi would have territorial jurisdiction to decide the case or the Labour Court, Ghaziabad would have territorial jurisdiction to decide the case.

    From the findings recorded by the Labour Court, Delhi and the learned Single Judge and the Division Bench of the High Court, it is not much in dispute that the workman was employed as a driver at Ghaziabad office. He was working at the Ghaziabad. His services were retrenched at Ghaziabad. All throughout during the employment, the workman stayed and worked at Ghaziabad. Only after the retrenchment/termination the workman shifted to Delhi from where he served a demand notice at Head Office of the Management situated at Delhi. Merely because the workman after termination/retrenchment shifted to Delhi and sent a demand notice from Delhi and the Head Office of the Management was at Delhi, it cannot be said that a part cause of action has arisen at Delhi. Considering the facts that the workman was employed at Ghaziabad; was working at Ghaziabad and his services were terminated at Ghaziabad, the facts being undisputed, only the Ghaziabad Court would have territorial jurisdiction to decide the case.

26. From the discussions above, it can be safely held that the Party I could prove that the dispute pertaining to the strike/agitation held by the Medical and Sales Promotion Employees is construed as an 'industrial dispute' under the provisions of the Industrial Disputes Act, 1947 and that this Tribunal does have jurisdiction to adjudicate the present reference. Hence, the Issue No.1 stands answered in the affirmative.

27. **Issue No. 2:** The Employer/Party I and Party II were in dialogue on the Charter of Demands submitted by Party II in April, 2014 for the settlement period from February, 2014 to July, 2017. After cordial discussions of over three years and mutually agreeing on a draft of the Settlement and the date for signing it, Party II abruptly backed out of signing the settlement and raised the issues of Mr. Mrinal Kanti Pathak and Mr. K. Jagadishwara Chary. Party I had put this on record in its letter dated 25/05/2017

to Party II pointing out that both these ex-employees had taken their respective matters to Court and the cases were pending in the respective Courts. It was further communicated to Party II several times by Party I that(a) Mr. Mrinal Kanti Pathak and Mr. K. Jagadishwara Chary were discharged from services after the charges against them were proved through enquiry, (b) that both the ex-employees had taken their matters to Court and (c) that the Management agreed to abide by the eventual verdict of the Court. However, despite the clarification and assurance by Party I, the Party II went ahead with the strikes on 27/06/2017, 27/07/2017 and 28/07/2017 and more strikes and connected agitation. Thus, the strikes by Party II on 27/06/2017, 27/07/2017 and 28/07/2017 were not only illegal but unjustified.

28. The Employer/Party I states that by letter dated 27/06/2017, filed a complaint with the Commissioner, Labour and Employment, Panaji requesting for urgent intervention in the matter of illegal strike, breach of settlement and unfair labour practices by Party II and this was followed by two more letters dated 31/07/2017 and letter dated 26/09/2017 to the Commissioner, Labour& Employment separately highlighting the aspect of breach of settlement by Party II.

29. That by letter dated 09/06/2017 the Party II served a notice of strike on 27/06/2017 on the Party I/Management demanding reinstatement of Mr. Mrinal Kanti Pathak and Mr. K. Jagadiswara Chary, both formerly employed with Party I as Medical Representatives. The Party II went on strike on 27/06/2017, 27/07/2017 and 28/07/2017 in support of the same demands. The Party II went on strike again on 22/09/2017 for which it served a notice dated 07/09/2017 and issued an organizational Circular dated 11/09/2017.

30. The Employer/Party I contended that in view of the Settlement dated 17/10/2012 existing between the Party I and Party II for the period from 01/08/2010 to 31/01/2014 but, in terms of clause 1(b) of the settlement, “the settlement will continue to be applicable thereafter unless the settlement is terminated and revised by mutual discussions and agreement in accordance with applicable law”. The Party II ought not and could not have observed the strike in the month of June and July, 2017 and such act on their behalf is in breach of the said Settlement.

31. It is further their contention that all the illegal and unjustified actions on the part of Party II including illegal strikes, refusal of promotional activities and obstruction of Company’s Managers in the field had a significantly adverse financial impact on the Company in the form of sales losses which from June to September, 2017 were estimated at Rs.4.30 crores. The Employer/Party I states that the said strikes are prohibited by Section 23(b) and 23(c) of the Industrial Disputes Act, 1947 and are illegal under Section 24(1) of the same Act.

32. Dismissing the above contention of the Party I, the Workmen/Party II has placed strong reliance in the case of Rohtas Industries Pvt. Ltd. &Anr. v/s Rohtas Industries Staff Union & Others (1976) 2 SCC 82 to show that the strike resorted to by the workmen was legal and justified and was persuaded to claim their legal right and that the Employer cannot claim any compensation from the workmen under the Industrial Disputes Act, 1947 as the Act does not permit any such claim of compensation by an Employer against the employee when it is shown that the strike was done by following all the due procedure and was done legally to persuade their legal claim against the Employer.

33. In the case of Rohtas Industries Pvt. Ltd. & Anr.,(Supra) the Apex Court has held “in this chain of reasoning the question of law whether an illegal strike causing loss of profit justifies award of damages is necessarily involved. The arbitrator held in the affirmative and according to us it is an unhappy error of law. In the present case the arbitrators have made a sufficiently speaking award both on facts and on law. After coming to the conclusion that the strike was illegal they held that compensation necessarily follows based on the rule of English common law. The English cases laying down the rule of common law were a response to the requirement of Industrial civilization of the19th Century England. Trade and industry on the laissez faire doctrine flourished and the law of torts was shaped to serve the economic interests of the trading and industrial community. Whatever the merits of the norms, violation of which constituted 'conspiracy' in English Law, it is a problem for creative Indian Jurisprudence to consider how far a mere combination of men working for furthering certain objective can be prohibited as a tort according to the Indian value system. Our constitution guarantees the right to form associations, not for gregarious pleasure, but to fight effectively for the redressal of grievances. Our constitution is sensitive to workers’ rights. English history, political theory and lifestyle being different from Indian conditions where the Father of the Nation organised boycotts and mass satyagrahas we cannot incorporate English conditions without any adaptation into Indian Law.

Even in England, till recently it could not be said with any certainty that there was any such tort as conspiracy. The tort is unusual because it emphasizes the purpose of the defendants rather than the result of their conduct. Even when, there are mixed motives liability will depend on ascertaining which is the predominant object of the true motive or the real purpose of the defendant. The motive of an illegal strike may be to advance the workers' interest or steal a march over a rival union but never or rarely to destroy or damage the industry. However if some individuals destroy the plant and machinery wilfully to cause loss to the employer such individuals will be liable for the injury so caused. Sabotage is no weapon in workers' legal armoury. It is absolutely plain that the tort of conspiracy necessarily involves advertence to the object of the combination being the infliction of damage on the plaintiff. The strike may be illegal but if the object is to bring the employer to terms with the employees or to bully the rival trade union into submission there cannot be an actionable combination in tort. In the present case, the arbitrators did not investigate the object of the strike. The arbitrators assumed that if the strike is illegal the tort of conspiracy is made out. The counsel for the appellants fairly conceded that the object of the strike was inter-union rivalry. There is thus a clear lapse in the law on the part of the arbitrators manifest on the face of the award.

It is common case that the demand for the wages during the strike period constitutes an industrial Dispute within Section 2(k) of the Act. It is agreed by both the sides that Section 23 read with Section 24makes the strike in question illegal. An illegal strike is the creation of the statute and the remedy for the illegal strike and its fallout has to be sought within the statute and not de hors it. No other relief outside the Act can be claimed on general principles of jurisprudence. The case of Premier Automobiles followed.

The enforcement of a right or obligation under the Act must be by a remedy provided in the Statute. The right of the management to claim compensation is not provided by the Act, and, therefore, the arbitrators committed an exfacie legal error. The consent of the parties cannot create arbitral jurisdiction under the Industrial Disputes Act. The claim for compensation cannot be a lawful subject for arbitration because it is not covered within the definition of Industrial Disputes in section 2(k)We are unable to imagine a tort of liability or compensation based on loss of business being regarded as an industrial dispute as defined in the Act. Section 33 provides for speedy recovery of money due to a workman from an employer under a settlement or award. It does not provide for recovery of money by the employer from the workman. Obviously because the workman belongs to the weaker section. Claims by employers against the workmen on grounds of tortious liability have not found a place in the pharmacopeia of Indian Industrial Law.

The decisive question now comes to the fore. Did the arbitrators commit an error of law on the face of the award in the expanded sense we have explained? The basic facts found by the arbitrators are beyond dispute and admit of a brief statement. We summarise the fact situation succinctly and fairly when we state that according to the arbitrators, the strike in question was in violation of Sec. 24 of the Act and therefore illegal. This illegal strike animated by inter-union power struggle, inflicted losses on the management by forced closure. The loss flowing from the strike was liable to be recompensed by award of damages. In this 2chain of reasoning is necessarily involved the question of law as to whether an illegal strike causing loss of profit is a delict justifying award of damages. The arbitrators held, yes. We hold this to be an unhappy error of law-loudly obtrusive on the face of the award. We may as well set out, for the sake of assurance, the simple steps in the logic of the arbitrators best expressed in their own words which we excerpt:

It is common case that the demands covered by the strike and the wages during the period of the strike constitute an industrial dispute within the sense of s. 2(k), of the Act. Section 23, read with Sec. 24, it is agreed by both sides, make the strike in question illegal. An 'illegal strike' is a creation of the Act. As we have pointed out earlier, the compensation claimed and awarded is a direct reparation for the loss of profits of the employer caused by the illegal strike. If so, it is contended by the respondents, the remedy for the illegal strike and its fall- out has to be sought within the statute and not de hors it. If this stand of the workers is right, the remedy indicated in Sec. 26 of the Act, viz., prosecution for starting and continuing an illegal strike, is the designated statutory remedy. No other relief outside the Act can be claimed on general principles of jurisprudence. The result is that the relief of compensation by proceedings in arbitration is contrary to law and bad.

The Premier Automobiles Case (1) settles the legal issue involved in the above argument. The industrial Disputes Act is a comprehensive and self-contained Code so far as it speaks and the enforcement of rights created thereby can only be through the procedure laid down therein. Neither the civil court nor

any other Tribunal or body can award relief. Untwalia J., speaking for an unanimous court, has, n Premier Automobiles (Supra) observed:

Since the Act which creates rights and remedies has to be considered as one homogeneous whole, it has to be regarded unoflatu, in one breath, as it were. On this doctrinal basis, the remedy for the illegal strike (a concept which is the creature not of the common law but of Sec. 24 of the Act) has to be sought exclusively in Sec. 26 of the Act. The claim for compensation and the award thereof in arbitral proceedings is invalid on its face' on its face' we say because this jurisdictional point has been considered by the arbitrators and decided by committing an ex-facie legal error.

It was argued, and with force in our view, that the question of compensation by workers to the management was wholly extraneous to the Act and therefore, outside the jurisdiction of a voluntary reference of industrial dispute under Sec. 10 A. While we are not called upon to pronounce conclusively on the contention, since we have ex pressed our concurrence with the High Court on other grounds, we rest content with briefly sketching the reasoning and its apparent tenability. The scheme of the Act, if we may silhouette it, is to codify the law bearing on industrial dispute. The jurisdictional essence of proceedings under the Act is the presence of an 'industrial dispute'. Strikes and lock-outs stem from such disputes. l he machinery for settlement of such disputes at various stages is provided for by the act. The statutory imprimatur is given to settlement and awards, and norms of discipline during the pendency of proceedings are set down in the Act. The proscriptions stipulated, as for example the prohibition of a strike, are followed by penalties, if breached. Summary procedures for adjudication as to whether conditions of service etc., of employees have been changed during the s pendency of proceedings, special provision for recovery of money due to workers from employers and other related regulations, are also written into the Act. Against this backdrop, we have to see whether a claim by an employer from his workmen of compensation. consequent on any conduct of theirs, comes within the purview of the Act. Suffice it to say that a reference to arbitration under s. 10 A is restricted to existing or apprehended industrial disputes. Be it noted that we are not concerned with a private arbitration but a statutory one governed by the Industrial Disputes Act, deriving its validity, enforceability and protective mantle during the pendency of the proceedings, from 10 A. No industrial dispute, no valid arbitral reference. Once we grasp this truth, the rest of the logic is simple. What is the industrial dispute in the present case? Everything that overflows such disputes spills into areas where the arbitrator deriving authority under Sec. 10 A has no jurisdiction. The consent of the parties cannot create arbitral jurisdiction under the Act. In this perspective, the claim for compensation can be a lawful subject for arbitration only if it can be accommodated by the definition of 'industrial dispute' in s.2 (k). Undoubtedly this expression must receive a wide coll- notation, calculated as it is to produce industrial peace. Indeed, the legislation substitutes for free bargaining between the parties a binding award; but what disputes or differences fall within the scope of the Act? This matter fell for the consideration of the Federal Court in Western India Automobile Association (1). Without launching on a long discussion, we may state that compensation for loss of business is not a dispute or difference between employers and workmen 'which is connected with the employment or non- employment or the terms of employment or with the conditions of labour, of any person'. We are unable to imagine a tort liability or compensation claim based on loss of business being regarded as an industrial dispute as defined in the Act, having regard to the language used, the setting and purpose of the statute and the industrial flavour of the dispute as one between the management and workmen."

34. Though the Party I/Employer had approached the Authority with a grievance of Party II/Workmen going on illegal strike on the dates mentioned in the schedule, however the witness examined by the Party I/Management Shri Eurico Noronha when examined before the Tribunal could not throw much light in support of their Claim Statement. When asked, he could not give the number of Sales Promotion Employees employed with the Party I giving reasons that he is no more in the employment of Party I and that he has retired in the year, 2019. He could not give any details as to how many Sales Promotion Employees have resigned and as to how many of those who are employed in the year, 2016 continue to be in the employment of Party I till date. He also could not tell as to how many Sales Promotion Employees left the Company between 2016 to 2019. He admitted that when the employees left the Company they were paid their terminal benefits including encashment of leave, bonus, gratuity, provident fund and any other leaves. He could not say anything as to whether any amount has been deducted from the terminal benefits.

35. The Party I/Employer has not produced anything contrary to the case put forth by the Party II/Workmen who has taken a consistent stand that since there was no effective response from the Party I to have

discussions on the issues of wrongful termination of the Medical Representatives and other issues/grievances of the Union, the Union therefore gave notices of strike and according they proceeded on one-day strike on 27/06/2017 and two-days strike on 27thand 28th July, 2017 which strike according to Party II is perfectly legal and justified. It is further contended that as Party I/Management failed to resolve/settle the grievances and issues of the Party II/Workmen through bilateral discussions and mutual negotiations and accordingly issued letter dated 09/10/2017 informing the Union that they are withdrawing the recognition of the Union and refused to enter into any discussion, negotiations, meeting or settlement with the Union, the Union was forced to resort to a legal means of demonstration by way of strikes which strike according to the Party II/Union is perfectly legal and justified. Hence, the Issue No.2 stands answered in the negative.

36. **Issue No. 3:** There is absolutely no doubt that the principle laid down in the citation in the case of Rohtas Industries Pvt. Ltd. & Anr. (Supra) squarely applies to the case in hand thereby nullifying the claim of compensation of Party I/Employer as against its workmen who admittedly observed strike after following due procedure of giving advance notice to the Employer to persuade their legal rights and demands. Be that as it may, Ld. Adv. Shri Nigalye submitted that the Employer/Party I has not produced any evidence to show that they have suffered losses on account of the strike. The document i.e. the Profit & Loss Account produced by the Party I/ Management at Exhibit 46 is merely a Statement and the same does not contain nor indicates the exact figure showing the loss suffered by the Party I/Employer nor the same indicates that the loss, if any, suffered by the Party I directly co-relates to the 3-day strike observed by the Party II.

37. It is further argued that the Company cannot claim losses from the workmen who are still in employment or from those who are still contesting the present reference when some of the employees have already resigned from the services of the Employer/Party I after receiving their valid dues. Therefore, there cannot be discrimination in receiving the dues from the workmen by way of compensation.

38. The above arguments are in addition to the contention of the Party II/Workmen that the Management has failed to show that they are entitled to receive compensation from the Workmen on the ground that the Workmen have illegally proceeded on the strike. The remedy for such an illegal strike is not the claim for compensation by the Employer as the Employer does not have such right to claim compensation from its employee. When there is no legal right vested or if the statute does not provide for any such right, than there can't be any remedy that can be invoked against the violation of such right and therefore the Party I/Employer is not entitled for any compensation. Hence, the defense taken by the Party II that the reference is not maintainable carries weight. Hence this issue stands answered in the affirmative.

39. As per the Reference Order dated 17/04/2018 it appears that it is the Management of M/s. Wallace Pharmaceuticals Private Limited has approached the Government with the dispute as it is their contention that the same be construed as an industrial dispute to which the answer is in affirmative considering the reasoning given hereinabove.

40. The 2nd clause of the Schedule is as regards 'whether the strike resorted by the Workmen/ Medical Representatives on the dates referred hereinabove is illegal and unjustified' to which the answer is in negative.

41. The point No. 3 of the Schedule seems to be not correctly framed as it speaks about the relief to be given to the Workmen/Medical Representatives when actually as per the Order of Reference the relief ought to have been asked in favour of the M/s. Wallace Pharmaceuticals, they being the aggrieved Party. Therefore, though this Tribunal has given a finding that the strike was not illegal or unjustified, no relief can be granted to the workmen concerned workmen and since the Management has failed to prove that the strike resorted to by the workmen was illegal and unjustified, the appropriate Order in the present reference would be simpliciter rejection of the present reference.

Hence, the Order:

ORDER

i The reference accordingly stands rejected.

ii No order as to costs.

iii Inform the Government accordingly.

Vijayalaxmi R. Shivolkar, Presiding Officer, Industrial Tribunal & Labour Court.

Notification

28/02/2025-LAB/Part-V/441 Date: 08-Jul-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 24/06/2025 in Case Ref. No. LC-II/IT/31/2024 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT–II
GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref. LC-II/IT/31/2024

Mrs. Maria Geraldina Fernandez,
Rep. by the President,
All Goa Panchayat Workers' Union (Goa),
Velho's Building, 2nd Floor,
Opp. Municipal Garden,
Panaji-Goa. ….. Workperson/Party-I.

V/s

1. The Sarpanch,
   Village Panchayat of Guirim,
   Bardez, Goa.
2. The Secretary,
   Village Panchayat of Guirim,
   Bardez, Goa. ….. Employer/Party-II.

Workperson/Party-I represented by Ld. Adv. Shri Suhas Naik.

Employer/Party-II marked as Ex-parte.

Panaji, Dated: 24/06/2025

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section-(1) of section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 02/09/2024, bearing No. 28/60/2024-LAB/543 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji, Goa.

   "(1) Whether the action of the management of the Village Panchayat of Guirim, Bardez, Goa, in refusing the employment to Mrs. Maria Geraldina Fernandes, Clerk, with effect from 01/10/2020, is legal and justified?

   (2) If not, to what relief the workman is entitled?

2. On receipt of the reference, a case was registered under No. LC-II/IT/31/2024 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. Initially, the Employer/Party II (for short 'Employer') was represented by Adv. Vishal Zuvekar. However, subsequently neither the Employer Panchayat nor the said Adv. Shri V. Zuvekar failed to appear before this Hon'ble

Court on the scheduled date of hearings. This court, after giving ample opportunities to the Employer marked an ex-parte order against the Employer and an ex-parte proceedings were conducted.

3. The Workperson/Party-I (for short 'Workperson'), filed her Statement of Claim on 21/03/2025 at Exhibit-6. The facts of the case in brief as pleaded by the Workperson are that she was working as a 'Clerk' with the Employer having its office at Village Panchayat, Guirim, Bardez-Goa. She stated that she joined in the services of the Employer since April 2015 and has worked continuously before her illegal refusal of employment. She stated that as the "Clerk" of the Village Panchayat of Guirim, she was performing the duties such as maintaining inward and outward registers, typing all the letters and correspondence, as per the instruction of Panchayat Secretary and Sarpanch of Panchayat, Writing and maintaining House Tax receipts, collecting house tax amount and issuing house tax receipts, preparing residence certificate, income certificate, character certificate etc., typing Panchayat resolutions, typing notices of Gram Sabha's, typing budget of the Panchayat etc. She stated that all these above work were performed by her under the overall supervision and instruction of the Secretary of Panchayat as well as Sarpanch of the Employer Panchayat. She stated that at the time of recruitment, she was recruited by following due process of law. She stated that she was paid monthly salary by the Employer alongwith other regular staff of the Panchayat. She was also made eligible for all the benefits as extended to the other employees of the Employer Panchayat.

4. She stated that suddenly on 01/10/2020, the Employer Panchayat refused employment to her without assigning any justified reasons with effect from 01/10/2020 as new Sarpanch had taken over. She stated that she through her representative union immediately raised an industrial dispute before the Office of the Employer with copies to the Director of Panchayat and office of the Labour Commissioner on 10/11/2021. She stated that a letter was also addressed to Director of Panchayat with a request to resolve her issues. She stated that upon receipt of said her representation, the office of Labour Commissioner intervened and issued notices to the Employer Panchayat. She stated that the Employer filed its reply on 08/06/2023 seeking extension of time. She stated that the said dispute was not settled across the table bilaterally, due to the Obstinate, rigid and adamant stand taken by the Employer Panchayat and as such a failure of conciliation proceedings were recorded on 30/07/2024 by the Assistant Labour Commissioner and dispute was referred to the appropriate Government for further process.

5. The Workperson contended that the refusal of employment to her is in violation of Section 25-F of the I. D. Act, 1947. She submitted that after refusing employment to her, the Employer Panchayat has recruited new worker in her place who was doing the same work which she was performing. She submitted that the refusal of employment by the Employer w.e.f. 01/10/2020 is illegal, unjust and bad –in- law and also in violation of the principles of natural justice. She submitted that she is entitled for reinstatement in service with full back wages, continuity in service along with all other consequential benefits. She submitted that presently she is unemployed and have no source of income to maintain herself and her family. She stated that she made efforts to get employment elsewhere, however she has failed to get gainful employment in spite of her best efforts. The Workperson therefore prayed that the action of the employment in refusing her employment w.e.f. 01/10/2020 be declared as illegal, unjustified and bad-in-law and she may be reinstated back in service with full back wages, continuity in service alongwith all other consequential benefits.

6. Based on the pleading filed by the Workperson hereinabove, this Hon'ble Court was pleased to frame the following issues on 28/4/2025 at Exb.7.

   1. Whether the Workman/Party-I proves that the action of the management of the Employer/Party-II in refusing the employment of the Workperson, w.e.f. 01/10/2020 is illegal and unjustified?
   2. Whether the Workman/Party-I proves that she is entitled to any relief?
   3. What Order? What Award?

7. My findings to the aforesaid issues are as under:

   (a) Issue No. 1 **:** In the affirmative.

   (b) Issue No. 2 & 3 **:** As per final order

REASONS

8. **Issue No.1:**

I have heard the oral arguments of Ld. Adv. Shri Suhas Naik, appearing for the Workperson. None remained present for the Employer at the time of Final Arguments.

9. Ld. Adv. Shri Suhas Naik, representing the Workperson during the course of his oral arguments submitted that the Workperson was in the employment of the Employer Panchayat since April, 2015 continuously till the illegal termination of her services w.e.f. 01/10/2020. He submitted that before termination of service of the Workperson, neither she was given prior intimation nor any notice of whatsoever nature. He submitted that the sudden termination of services of the Workperson w.e.f. 01/10/2020 amounts to illegal retrenchment of the Workperson. He submitted that the Employer has also recruited new person in her place of work. He therefore submitted that the termination of service of the Workperson from 01/10/2020 is in violation of section 25-F and Section 25-H of the I.D. Act, 1947.

    I have carefully perused the entire records of the present case. I have also carefully considered the oral submissions made by the ld. Adv. Shri Suhas Naik, appearing for the Workperson.

10. To prove her case, the Workperson examined herself. On the contrary, the Employer has been marked as Ex-parte. The Workperson has also produced on record certain documentary evidence in support of oral evidence. The evidence adduced by the Workperson remained unchallenged for want of denial by the Employer.

11. The said oral as well as documentary evidence on record indicates that the Workperson was employed as 'Clerk' by the Employer Panchayat on April 2015 on a monthly salary of Rs. 13,000/-. The evidence on record indicates that the Workperson was performing the clerical duties. The evidence on record indicates that the Workperson was in the employment of the Employer Panchayat from the date of appointment i.e. April, 2015 continuously till the date of her termination from 01/10/2020. The evidence on record indicates that on 1/10/2020 the Employer Panchayat refused her employment without assigning any justified reasons w.e.f. 01/10/2020 as new Sarpanch had taken over.

12. The Workperson contended that the termination of her service is in violation of Section 25-F of the I.D. Act, 1947. For the application of Section 25-F, of the I. D. Act, 1947 the concerned Workperson shall be in continuous service of the Employer preceding the twelve calendar months from the date of termination of service. The term 'continuous service' has been defined u/s 25-B of the I.D. Act, 1947. In terms of provisions of Section 25-B of the I.D. Act, 1947, a Workperson shall be said to be in continuous service for a period of one year, if the Workperson during the period of twelve calendar months preceding the date of termination has actually worked under the Employer for not less than 240 days. The evidence on record indicates that the Workperson has worked more than 240 days with the Employer Panchayat preceding the twelve calendar months from the date of termination of her services and hence, it is held that the Workperson was in continuous service of the Employer preceding twelve calendar months from the date of termination of her services. The Employer was therefore mandatorily required to comply with Section 25-F of the I.D. Act, 1947. The evidence on record indicates that at the time of termination of services of the Workperson, neither she was offered one month notice nor paid one month pay in lieu of notice nor paid or offered retrenchment compensation as required under Section 25-F of the I.D. Act, 1947. Thus, the termination of service of the Workperson is in violation of the provisions of Section 25-F of the I.D. Act, 1947.

13. The Workperson further contended that the termination of her services is also in violation of Section 25-H of the I.D. Act, 1947. The evidence on record indicates that the Employer Panchayat also recruited a new person in place of the Workperson, thereby violated Section 25-H of the I.D. Act, 1947. The evidence on record indicates that no justification of whatsoever nature was given by the Employer Panchayat to the Workperson in the termination letter issued to her. Thus, the sudden termination of services of the Workperson amounts to illegal retrenchment of service of the Workperson. In view of the above, it is held that the action of the Employer Panchayat in terminating the services of the Workperson w.e.f. 01/10/2020 is illegal and unjustified. The issue No.1 is therefore answered in the affirmative.

14. **Issue No. 2:**

    I have heard the oral arguments of Ld. Adv. Shri Suhas Naik, appearing for the Workperson. I have carefully perused the entire records of the present case. I have also carefully considered the oral submissions made by the Ld. Adv. Shri Suhas Naik, appearing for the Workperson.

15. While deciding the issue no.1 herein above, I have come to the conclusion and held that the action of the Employer Panchayat in terminating the services of the Workperson w.e.f. 01/10/2020 is illegal and unjustified. The evidence on record indicates that the Workperson is unemployed and does not have any source of income to maintain herself. The evidence on record indicates that the Workperson has tried to

secure employment in many places, however, she has not been able to secure any gainful employment till date.

16. In the case of Deepali Gundu Surwase v/s. Kranti Junior Adhyapak Mahavidyalaya (D. ED.) and Ors., reported in (2013) 10 SCC 324, the Hon'ble Apex Court has held that if the order of termination is void ab initio, the Workperson is entitled to full back wages. The relevant para of the decision is extracted hereunder:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer–employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial / quasi-judicial body or court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments."

17. Applying the law laid down by the Hon'ble Apex Court in its aforesaid decision, as the termination of service of the Workperson is illegal and unjustified, she is entitled for reinstatement along with full back wages, continuity in service and all other consequential benefits. The Workperson is therefore ordered to be reinstated back in the services of the Employer Panchayat along with full back wages, continuity in service and all other consequential benefits.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Village Panchayat of Guirim, Bardez, Goa, in refusing the employment to Mrs. Maria Geraldina Fernandes, Clerk, with effect from 01/10/2020, is illegal and unjustified.
2. It is held that the Village Panchayat of Guirim, Bardez-Goa, is hereby directed to reinstate in service the Workperson Mrs. Maria Geraldina Fernandes, Clerk, along with full back wages, continuity in service and all other consequential benefits.
3. No order as to cost.
4. Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Porvorim.

Notification

28/02/2025-LAB/Part-I/442 Date: 08-Jul-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13/06/2025 in Case Ref. No. Appln. 01/2018 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble Presiding Officer)

Appln. 01/2018

Mr. Justine C. Fernandes (since deceased),
Legal Heirs
1. Smt. Conceicao Fernandes (Widow)
2. Velankho Raimound Fernandes (Son)
3. Valankha Annai Fernandes (Daughter)
4. Velancio Aaron Fernandes (Son) … Applicant/Party I.

All r/o House No. 1003, Premier Bairro,
St. Cruz, Ilhas-Goa

V/s

The Managing Director,
Goa State Horticultural Corporation,
'Kullagor', Tonca,
Caranzalem, Tiswadi-Goa. … Opponent/Party II.

Applicant/Party I represented by Shri P. Gaonkar.

Opponent/Party II represented by Learned Adv. Shri G. K. Sardessai along with Adv. Ms. M. Rao.

AWARD

(Delivered on this the 13th day of the month of June of the year 2025)

The Workman/Party I has filed this Application under Section 2A(2) seeking for adjudication of the existing dispute between the Management of Goa State Horticultural Corporation Limited and the Workman/Party I in the matter of retrenchment of the services of the Workman hereinabove.

2. The Party I/Workman Shri Justine Fernandes filed this application u/s 2-A(2) of the Act alleging that he was wrongfully retrenched from the services. According to him, the Opponent/Party II terminated his services arbitrarily vide Office Order dated 08/11/2017. The Applicant/Party I was a permanent employee appointed on a fixed scale and was working regularly with the Opponent/Party II. That throughout his services he worked sincerely with honesty and performed his regular duties. He discharged his last duties with Disaster Management Cell vide Order dated 09/03/2016 that being his last assignment with the Opponent/Party II. 3. The services of the Applicant/Party I were terminated by the Opponent/Employer as the Applicant/Party I did not succumb to the pressures of the Officers of the Employer. As such, his termination was unjust, unfair and illegal and therefore this application for re-instatement of his services with the Opponent/Employer.

4. In the Reply, the Employer/Party II rejected all the contentions of the Applicant/Party I and contended that the Workman was irregular in attending his duties and was issued several Memorandums for his habitual absenteeism. The Workman was also issued a Note for threatening the General Manger, Shri Larry Barretto. There was also a complaint received from one Mr. Ashok Priolkar against the Workman for threatening and misbehaving with him. The Workman was also issued Memo on the basis of the complaint filed by Smt. Poornima Ghanekar pursuance to which the Opponent/Party II also filed a Police Complaint. The Applicant/Party I was also issued Memos for unauthorized absenteeism and for gross mis-behaviour on his part.

5. According to the Opponent/Party II, the services of Mr. Justine Fernandes were terminated as per sub-Rule 1 of Rule 5 of Central Civil Services (Temporary Service) Rules, 1965 which Rule was being applicable to him since he was appointed on a temporary service. Hence, claimed that the termination/retrenchment of the Applicant/Workman was not unfair or unjustified.

6. Considering the Claim Statement of the Applicant/Party I, the Written Statement filed by the Opponent/Party II and the Rejoinder on behalf of the Applicant/Party I, following issues at Exhibit 8 were framed on 19.10.2018.

Issues

1. Whether the Applicant proves that the action of the Opponent in terminating his services vide order dated 08/11/2017 is illegal and unjustified?
2. Whether the Applicant proves that he is entitled for reinstatement in services with full back wages and continuity in services with consequential benefits?
3. Whether the Party II proves that the application is not maintainable as it was not made by following mandate of Section 2-A(2) of the Industrial Disputes Act?
4. What relief? What Order?

7. The Applicant/Party I in support of his application examined himself and filed his Affidavit-in-Evidence. He also produced on record documents from Exhibit 12 to 18 Colly. On completion of the evidence of the Applicant, the Opponent/Employer examined their witness Shri Sandeep Faldessai by filing his Affidavit-in-Evidence. The Management also produced several documents in their defence through this witness. The matter was thereafter posted for recording evidence of the next witness of the Employer. As the matter was pending for recording evidence of the Opponent/Employer, the Advocate appearing for the Applicant informed about the death of the Applicant pursuance to which steps were taken to bring on record the Legal Heirs of the deceased Workman. Accordingly, the cause title was amended and all the legal heirs were brought on record. The wife of the deceased workman was regularly attending the matter and was keen to settle the matter amicably with the Management. That, after a lot of persuasion, the Management agreed to settle the matter and gave aproposal for settlement which was consented and accepted by the legal heirs of the Workman. Both the Parties were given liberty to compromise the matter amicably and accordingly exchanged the proposed drafts of settlement/compromise terms to each other. Finally, on 23/04/2025 both the Parties jointly filed an application for Award in terms of Settlement along with the terms of settlement at Exhibit 80 Colly.

8. The above consent terms at Exh.80 Colly have been signed by the Advocates appearing for both the Parties and have agreed upon the terms mentioned below:

The terms of Settlement are as follows:

1. It is agreed between the Parties that the legal heirs of the deceased Mr. Justine Fernandes shall be paid Leave Encashment amounting to Rs. 33,976.00 (Rupees Thirty Three Thousand Nine Hundred and Seventy Six only).
2. It is agreed between the Parties that the legal heirs of the deceased Mr. Justine Fernandes shall be paid gratuity and EPF which shall be paid by the Office of Life Insurance Corporation and EPFO and Corporation shall assist the legal heirs in claiming the said amount before the respective offices, Necessary process shall be initiated by the Corporation within 15 days.
3. In addition to the above, the Corporation agrees to pay the legal heirs of the deceased Mr. Justine Fernandes a sum of Rs. 3,00,000/- (Rupees Three Lakhs only), as ex-gratia in full and final settlement of all their claims.
4. Accordingly, the legal heirs of the deceased Mr. Justine Fernandes agrees not to pursue the dispute raised before the Industrial Tribunal under reference No. Appln. 01/2018 in the matter of their termination from service or any dispute raised individually or through any Union before any Tribunal, Court, Authority or Forum and treat the same as settled.
5. Further, the legal heirs of the deceased Mr. Justine Fernandes, agrees that the deceased Mr. Justine Fernandes ceased to be in service of the Company and further agrees not to raise any industrial dispute in the matter of his termination before any Court/Authority/Forum, either

individually or through any Union and if any such dispute has been at all raised, the same shall be treated as settled.

6. It is agreed between the Parties that this settlement shall be filed before the Industrial Tribunal in Appln. 01/2018 for an Award in terms of the present settlement.

9. I have gone through the consent terms at Exh. 80 Colly filed on record which are duly signed by both the Parties. The consent terms are acceptable to both the Parties which in my view are just and fair to bring about harmony and industrial peace. As such the Settlement is accepted.

In view of above, I pass the following Order:

ORDER

(i) The Application u/s 2A(2) filed by the Applicant stands disposed offin terms of the Settlement Terms filed by both the Parties at Exhibit 80.

(ii) No order as to costs.

(iii) Inform the Government accordingly.

Vijayalaxmi R. Shivolkar, Presiding Officer Industrial Tribunal & Labour Court.

Porvorim.

Notification

28/02/2025-LAB/Part-II/443 Date: 08-Jul-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13/06/2025 in Case Ref. No. IT/12/2007 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble Presiding Officer)

Ref. No. IT/12/2007

Workmen,
Rep by Gomantak Mazdoor
Sangh, Shetye Sankul,
Tisk Ponda, Goa. … Workmen/Party I

V/s

1. M/s. CFL Pharmaceuticals Ltd.,
Nirankal Road, Curti,
Ponda, Goa. … Employer/Party II(1)

2. M/s. Medreich Limited,
Medreich House 12/8,
Saraswati Ammal Street, … Employer/Party II(2)
Maruti Nagar, Bangalore (560033)

Workmen/Party I represented by Shri P. Gaonkar.

Employer/Party II (1) represented by Ld. Adv. P. J. Kamat.

Employer/Party II (2) represented by Ld. Adv. P. Chawdikar.

AWARD

(Delivered on this the 13th day of the Month of June of the year 2025)

By Order dated 16.04.2006, bearing No. 28/09/2006-LAB/388 the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s CFL Pharmaceuticals Ltd., Curti, Ponda, Goa and its workmen represented by Gomantak Mazdoor Sangh, referred for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under Section 7-A of the said Act. The Schedule of reference pertaining to charter of demands is as under:

SCHEDULE

(1) "Whether the closure declared by the management of M/s. CFL Pharmaceuticals Limited, Nirankal Road, Curti, Ponda-Goa, with effect from 21-12-2002, is total and effective?

(2) If not, to what relief the workmen are entitled?"

2. Upon receipt of the reference, it was registered as IT/12/2007 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exh. 6 wherein it is stated that the CFL Pharmaceuticals Ltd. was part of common establishment called the CMM Group of Companies situated at CMM complex at Nirankal Road, Curti, Ponda, Goa. Since the formation of the Group of Companies the following companies were considered as one industrial establishment. The names of the companies are:

a) CFL Pharmaceuticals Ltd.

b) Wallace pharmaceutical Ltd.

c) Colfax Laboratories Ltd.

d) Beiesdorf India Ltd.

e) Menezes Chemical Goa Ltd.

f) Cosmed Analytical & Central Services (CACS)

3. The Party I states that all the service conditions of the Workmen working in the CMM Group of Companies in the above factories were governed by a common settlement and common seniority was followed. The Party I states that after the expiry of earlier settlement, the Charter of Demand was submitted and negotiations were in progress. However, in order to crush the Union, the management vide their letter dated 30/08/2002 informed the Union that the Charter of Demand is not acceptable and therefore a notice was displayed on the notice board stating that the company wanted to shift the Factory to Dharwad. It was further noticed that when the workers went to inspect the Factory at Dharwad, there was only notice board and nothing was available. When the Union brought this to the notice of the management, the management vide their letter dated 21/12/2002 illegally declared the closure of the Factory in order to bring the workers to their terms. It is further stated that the Union vide their letter dated 23/12/2002 submitted their reply to the Vice Chairman & Managing Director of the Company.

4. The Party I states that before the closure of the establishment the company has not taken any permission under Sec. 25-N and Sec. 25-O of the Industrial Disputes Act, 1947 as the company was employing more than 130 workers on an average for the preceding 12 months. Besides this, there are more than 200 field staff working for selling the products manufactured by the Party II/Company and there were more than 50 workers working in the Head Office. The names of the 130 workers as per the records of the Employees Consumer are enclosed herein.

5. The Party I states that the Party II has neither obtained the prior permission nor complied with provisions of Section 25-N and Section 25-O of the Industrial Disputes Act, 1947. It is further submitted that the management has not complied with the provisions of law which are statutory and mandatory in nature and the closure of the establishment is illegal, unjustified and bad-in-law and therefore the workmen are entitled for full back wages and continuity of service.

6. The Party I further stated that in the joint meeting held on 13/02/1998 the present Vice-Chairman cum Managing Director, Mr. Cosme Menezes had assured the workmen and the Union that there will be no retrenchment or lay-off of the workmen in the Factory. Without prejudice to above, it is stated that in order to survive they had no other options but to accept the dues offered by the management in duress. The Party I states that though the closure was declared w.e.f. 21/12/2002, the Company had increased their production and sale every year since 2002 and the Party II/Company is presently operating in full swing. It is further added that the so-called closure was effected only to victimize the workers as they had submitted the Charter of Demand before the Management.

7. The Party I states that the statement dated 18/02/2003 is null and void. The action of closure of the establishment is nothing but a foul play played by the Party II only to victimize the workers as they had demanded wage rise by submitting the Charter of Demands. It is further stated that only the workmen in the reference were terminated and all other Officers and employees including the field staff were still in service and the production and sale of the company was increasing every year. The turnover of the Company for the last four years was more than 60 cores per year.

8. The Party I states that in fact there is no closure of the Company and the production of the Company is done on contract in the various factories in an unorganized way having comparatively poor facilities than the facilities available at the Factory. The Party I states that the so-called closure of the company was introduced only to victimize the workers as they had submitted the Charter of Demands and to destroy the Union. The Party I states that the action of the management in closing down the establishment and retrenching these workers is illegal, unjustified and bad-in-law as the management had not obtained the prior permission of the appropriate Government.

9. In the Written Statement the Party II objected the reference stating that the reference is bad-in-law. On merits, it is the case of the Party II that the Memorandum of Settlement dated 18/02/2003 entered into between the Management of the Party II and Gomantak Mazdoor Sangh, whereby it has been agreed that in view of closure of the establishment, the workmen concerned would be paid the benefits of VRS and ex-gratia amounts in full and final settlement of all their claims against the Company. The Party II submitted that the Party I/Workmen after having accepted the benefits of the aforesaid Settlement were estopped from raising any dispute against the Party II and the present reference made to this Tribunal is, therefore, totally frivolous, misconceived and untenable at law.

10. The Party II submits that they have fulfilled the terms and conditions of the settlement dated 18/02/2003 and had closed its manufacturing operations after duly fulfilling the terms as far as pecuniary liability is concerned and thereafter the entire property consisting of manufacturing unit was sold to the Third Party, M/s. Everlite Candies Pvt. Ltd., Considering the Sale Deed and starting of manufacturing operations of candles by the Third Party Purchaser is a distinct legal entity in law.

11. It is submitted that Party II establishment was not governed by the provisions of Chapter V-B of the Industrial Disputes Act. The provisions of Section 25-O of the Industrial Disputes Act would have no applicability of whatsoever nature in view of the fact that the Second Party's establishment was not governed by the provisions of chapter V-B of the Industrial Disputes Act. Each of the 44 workmen have unequivocally accepted the benefits of the said settlement in full and final settlement of all their claims.

12. The Party II submits that there has been a legal and valid Deed of Sale executed between the Party II and Everlite Candles Pvt. Ltd., pursuant to which, the Party II has transferred its properties, rights and titles of the said establishment located at Curti, Goa, to M/s. Everlite Candles Pvt. Ltd. It is further submitted that there is no breach of whatsoever nature of Clause-4 of the said settlement and therefore the claims made by the Party I/Workmen, against the Party II are totally misconceived and untenable at law.

13. It is stated that the dispute raised by the Party I/Workmen, apart from being wholly misconceived and untenable at law, is a dishonest attempt on the part of the workmen concerned to illegally extort money from the Party II. The reference made to this Tribunal is, therefore, in respect of a frivolous and non-existing industrial dispute and deserves to be dismissed. It is submitted that there is no dispute between the Parties and therefore the Party I are not entitled to any relief.

14. The Party II denied that after the expiry of earlier settlement the charter of demand was submitted and negotiations were in progress and in order to crush the Union, the management vide their letter dated 30/08/2002, informed that the charter of demand is not acceptable and thereafter the notice was displayed on the notice board stating that the company wanted to shift the factory to Dharwad. It is further denied

that when the Party I bought this to the notice of the management, the management vide their notice dated 21/12/2002, illegally declared the closure of the Factory in order to bring the workers to their terms.

15. It is submitted that section 25-N and 25-O does not come in the way of the Party II as the matter of closure was settled under section 12(3). It is denied that the company has increased their production and sale every year since, 2002 and the company is presently in full swing. It is submitted that after the closure of the Factory there is no manufacturing operation carried on at the factory at Curti, Ponda-Goa and the Party I are put to strict proof thereof. It is submitted that closer of the establishment is legal and the workmen's dues are settled in all respect as per the terms of settlement dated 18/02/2003.

16. It is submitted that the employer-employee relation have come to an end in pursuance of closure in the month of December 2002, and therefore the claim statement filed by the Party I in the present reference is not sustainable and is liable to be rejected.

17. In the Rejoinder at Exh.11 filed by the Party I/Workmen, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

18. Considering the Claim Statement of Party I and the Written Statement filed by the Party II and the Rejoinder on behalf of Party I following issues were framed on 14/03/2008.

ISSUES

1. Whether the Party I proves that the closure is illegal for want of permission under Section 25-N and 25-O of the Act?
2. Whether the Party I proves that the settlement dated 18/02/2003 is illegal, null and void?
3. Whether the Party II proves that the reference is not maintainable for want of cause of action?
4. What relief? What order?

19. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties and considering the same my findings on the issues with reasons are as follows:

Issue No. 1 : In the Affirmative

Issue No. 2 : In the Affirmative

Issue No. 3 : In the Negative

Issue No. 4 : As per final Order

REASONS

20. **Issue No. 1:** It is in the evidence of Shri Gaonkar, the witness examined by the Party I that after the expiry of earlier settlement the charter of demand was submitted and negotiations with the management were in progress at which time the management vide their letter dated 30/08/2002 informed the Union that the Charter of demand is not acceptable. Accordingly, the management displayed a notice on the Notice Board stating that the company wanted to shift the Factory to Dharwad. However, when the workers went to inspect the Factory at Dharwad there was only notice board and nothing was available. When the Union brought this fact to the notice of the management, the management vide their letter dated 21/12/2002 illegally declared the closure of the Factory in order to bring the workers to their terms. The Union filed their reply dated 23/12/2002.

21. It is the contention of the Party I/Union that the closure of the establishment by the company without taking permission is illegal under Sec.25 N and Sec. 25-O of the Industrial Disputes Act, 1947. In the case Mackinon Mackenzie Ltd v/s. Mackinnon Employees Union on 25 February, 2015 (2015) (4) SCC 544) it is held"..... If the services of a workman are terminated in violation of any of the provisions of the Industrial Disputes Act, such termination is unlawful and ineffective and the workman would ordinarily be entitled to reinstatement and payment of full back wages. In the present case, there was a settlement arrived at between the Company and the Union under which certain wages were to be paid by the Company to its workmen. The Company failed to pay such wages from September 18, 1984, to the eighty-four workmen whose services were terminated on the ground that it had closed down its Churchgate division. As already held, the closing down of the Churchgate Division was illegal as it was in contravention of the provisions of Section 25-O of the Industrial [pic] Disputes Act. Under sub-section (6) of Section 25-O, where no application for permission under sub- section (1) of Section 25-O is made, the

closure of the undertaking is to be deemed to be illegal from the date of the closure and the workmen are to be entitled to all the benefits under any law for the time being in force, as if the undertaking had not been closed down. The eighty-four workmen were, therefore, in law entitled to receive from September 18, 1984, onwards their salary and all other benefits payable to them under the settlement dated February 1, 1979. These not having been paid to them, there was a failure on the part of the Company to implement the said settlement and consequently the Company was guilty of the unfair labour practice specified in Item 9 of Schedule IV to the Maharashtra Act, and the Union was justified in filing the complaint under Section 28 of the Maharashtra Act complaining of such unfair labour practice."

22. It is further the case of the Party I that the company has failed to given an advance notice of 60 days closure nor the company intimated its intention to close down the factory to the government therefore the notice of closure dated 21/12/2002 at Exh. 22 was not in confirmating Section 25FFA hence the closure is illegal having not complied with section 25FFA as held in the case of Mackinon Mackenzie (SUPRA) wherein it is held," with regard to the provision of Section 25F Clause(c), the appellant-Company has not been able to produce cogent evidence that notice in the prescribed manner has been served by it to the State Government prior to the retrenchment of the concerned workmen. Therefore, we have to hold that the appellant-Company has not complied with the conditions precedent to retrenchment as per Section 25F Clauses (a) and (c) of the I.D. Act which are mandatory in law. Further on examining the aforesaid retrenchment notice referred to supra that was served upon the concerned workmen, we are of the considered view that they are retrenched from their services on account of the alleged closure of the Clearing and Forwarding department/unit of the appellant-Company, which in fact is not proved by the appellant-Company, by adducing positive evidence on this vital aspect except placing reliance upon the above Statement of Reasons. The said finding off act by the Industrial Court on the contentious issue Nos. 1-3 and 7 on the part of the appellant-Company is further supported by its conduct in not complying with the mandatory provisions under Section 25FFA of the I.D. Act as it has not served atleast 60 days notice on the State Government before the alleged closure of the department/unit of the appellant-Company stating its reasons for the same. In this regard, the contention raised by Mr. Jamshed Cama, the learned senior counsel appearing on behalf of the appellant-Company is that the above said provision is not mandatory but directory for the reason that there is a penal provision under Section 30A of the I.D. Act and therefore, the competent authority can take penal action against the appellant-Company for noncompliance of the above said provision."

23. It is the contention of the Party II that it is for the Party I to prove its contentions with cogent evidence that the Party II employed hundred and above workmen in preceding twelve months from the date of closure as held by the Division Bench of the Bombay High Court in the matter of Arvind Anand Gaikwad V/s. UNI Abex Alloy Products Ltd and Ors. reported in 1988 I CLR DB Bombay.

24. The Party II further submits that the DB of the Bombay High Court in the matter of Walchandnagar Industries Ltd., V/s. Dattusingh L. Pradeshi & Anr. 2006 (1) CLR 810 BD Bombay at para 55 has ruled as under:-

"Therefore, before it can be held that said Chapter applies, it is necessary to establish how many were the total number of working days in the said establishment in the preceding 12 months. It is further necessary to find out factually that as to how many workmen were employed on each working day and thereafter multiply the total number of workmen by the number of working days and thus arrive at average by dividing strength of workmen by the total number of working days. The quotient shall show average of 100 or more. Thus, the application of Section 25-K is a mixed question of law and fact".

25. The Party II submits that the field staff of the Party II are not workmen as defined under Section 2 (s) of the said Act as held by the Constitution Bench of the Supreme Court in the matter of HR Adyanthya etc. V/s. Sandoz (I) Pvt. Ltd., etc.1994 II CLR 552.

26. The Party II further contended that in the matter of Maharashtra General Kamgar Union V/s Indian Gum Industries Ltd and Ors. 2000 II CLR 509 Bom, the Bombay High Court has thoroughly discussed in Paras6 & 7 as to what is the requirement of Chapter VB .

"6.The third group of the employees prayed to be included in the category of the workmen employed by the Respondent Company for the purposes of Chapter VB is the Head Office staff numbering 30. Shri Ganguli, the learned advocate for the petitioner Union has given the figure of the head office workmen as 30, while Shri Rele, the learned Counsel for the Respondent Company has disputed the same. According to him the number is 23 as seven were holding the posts of Managers. The Head Office of the respondent

company is also a separate and distinct establishment set up for managing and administering the three factories of the Respondent Company. It is also the case of the Respondent Company that in addition to the administration of the three factories the Head Office is also looking after certain other activities unrelated to the factories. There is no evidence on record brought by the Union to specify the number of the head office workmen related to respective individual units. The entire office is functioning for all the three units. There is no dispute that the head office is common, the accounts might be pooled together and further there is no dispute that there is common management and common ownership of the three units. The Head Office cannot be said to entirely depend on any one unit and in the case of closure of one unit the head office will not stop functioning though its work would be reduced to that extent. According to me, the number of workmen employed in the head office also cannot be included in the list of the workmen employed by the Respondent Company for the work of the Mumbai factory for want of specific bifurcation of the number attached to the Mumbai Unit. Even assuming that all of them can be included the total number would not become 100 to attract the provisions of Chapter V-B of the Act".

"7. I may further mention here that equally important ingredient to apply the provisions of Chapter V-B is totally missing in the present case. There is no evidence on record to prove that the said workmen were employed on an average per working day for the preceding 12 months. Both the parties have proceeded without any pleading on that point and therefore I leave this point at that end only. For the purpose of Chapter V-B and Section 25-K it is for the petitioner Union or the workmen who claim the protection under this Chapter to prove the two crucial factors (1) employment of not less than 100 workmen and (2) such employment should be on an average per working day for the preceding 12 months. It was for the Union to have pleaded and proved this fact and according to me, the whole burden to prove both these foundational facts was on the petitioner Union. The Respondent Company could not be expected to prove the negative. It is not possible to accept the submissions of Shri Ganguli for the Union that it was for the respondent company to have discharged its burden as the whole record was with them. It is elementary that it is for the party to prove a fact positively pleaded and asserted by it. In the present case the petitioner Union has pleaded and asserted that the Respondent Company had employed not less than 100 workmen on an average per working day for the preceding 12 months and it was for the Union to have discharged its obligation. Shri Rele has cited a judgment of our Division Bench on the very same point between Arvind Anand Gaikwad v. Uni Abex Alloy Products Ltd. & others, reported in 1988(1) C.L.R.26. The Division Bench has observed as under :

"The question as to whether the special provisions of Chapter V-B of the Act are applicable in respect of retrenchment would depend upon the question whether the company had engaged more than 300 workers in the preceding twelve months. The company claimed that at no stage in the preceding twelve months, the company employed more than 280 workmen and in support of the claim, Mr. Gopal kirshnan, who is working as Senior Officer, from the year 1976 was examined. Mr. Gopal krishnan deposed on oath that about 280 to 290 workmen are employed in the company at a time. The statement of Mr. Gopal krishnan was not even challenged in the cross examination. The appellant deposed that the company had engaged more than 300 workmen and except the oral word of the appellant, there was no material before the Labour Court to sustain the assertion. The Labour Court, on appreciation of evidence, came to the conclusion that the appellant has failed to establish that the company had engaged 300 or more workmen in the preceding twelve months. Mr. Ganguli disputes the findings but it is not possible to accede to the submission of the learned Counsel for more than one reason. In the first instance, the finding recorded by the Labour Court is a pure finding of fact on appreciation of evidence and it is not permissible to disturb the same in exercise of writ jurisdiction. Secondly, we have perused the statements made by the appellant and Gopal krishnan, and we fail to understand how it is possible to discard the statement of Gopal krishnan. The Labour Court very rightly pointed out that the burden of establishing the fact that the company employed more than 300 workmen was on the appellant and the appellant has failed to discharge that burden, Mr. Ganguli submitted by reference to the decision of Single Judge of this Court in the case of Varsha Vishwanath Kolambkar v. Ravindra Hindustan Platinum Pvt. Ltd., and others, reported in 1987(1) CLR 3 that the learned Judge had made passing observation to the effect that it is for the employer to satisfy the Industrial Court that at the relevant time more than the relevant number of workmen were not engaged. We do not read the observation of the learned Judge as concluding that the burden in such cases is on the employer. Indeed, it is not possible to conclude that the burden is on the employer because the issue was raised by the employees and when the employer disputed that fact, then the burden to establish the negative fact cannot be lead at the doorstep of the employer. Mr. Ganguli urged with reference to the decision of the Supreme Court in the case of Gopal Krishnaji Ketkar v. Mohamed

Haji Latif and ors. reported in AIR 1968 S.C. 1413 that the facts and material is to how many workers were engaged was within the custody of the employer, and therefore, the burden should have been cast on the shoulder of the company. We are unable to accede to the submission because the company examined Mr. Gopal krishnan before the Labour Court and it was open for the appellant to call upon the company to produce the relevant documents to substantiate the claim. The appellant not only did not seek the documents and the record, but did not even bother to cross-examine Gopal krishnan on this aspect. It is futile in these circumstances to claim that the oral word of the appellant should be accepted as a gospel truth. The appellant, according to his own claim, was active member in the union and was fully conscious of the record maintained by the company and nothing prohibited him from demanding production of the record before the Labour Court. In our Judgement, the finding recorded by the Labour Court on this aspect is in consonance with the evidence produced and should not be disturbed in writ jurisdiction."

(Emphasis is given by me) It is therefore crystal clear that to enforce a right under Chapter V-B of the Industrial Disputes Act, the initial burden to prove the foundational facts lies on the Union or the workmen challenging the action of the employer as violative of any of the provisions under the said chapter V-B of the Act. Merely saying that the entire record is with the employer does not satisfy the elementary principles of pleadings. A suitable application can always be made to the Court for a direction to the employer to produce such record and to take inspection of such documents to prove the fact. It is the primary duty of the union to bring on record the relevant facts and material to succeed on the law point.

27. According to the Party I, the Company had employed more than 130 workers on an average for the preceding 12 months. In addition, there were more than 200 field staff working for selling the product manufactured by the Party II plus there were more than 50 workers working in the Head Office. The Party I/Union has enlisted the names of 130 workers in the list which they have annexed to the Statement of Claim. Further, Mr. Gaonkar, the witness of Party I in his evidence stated that as a Union Leader he was representing about 76 permanent workers and about 30 to 35 temporary workers and they all were the members of his Union. The witness of the Party II admitted that there were 84 members in the Factory on the Muster Roll and also admitted that there were 50 workers at the Head Office of the Company. When suggested to the witness of Party II that there were more than 150 sales representatives for selling pharmaceutical products manufactured by the Party II and that the Party II engages about 50 to 60 temporary workers besides the workers in this reference, the witness of Party II conveniently expressed that he does not have the knowledge of the same despite admitting the facts that he had joined the Company in the year, 1989 and that he had worked for the Company from the period 2002-02 as Engineering Manager. He further admitted that Party II was manufacturing pharmaceutical products however denied his knowledge whether the products of Party II Company were manufactured outside. Thus, the witness conveniently expressed ignorance about the vital facts and the happenings of the company despite being working as an Engineering Manager for the Party II.

28. On the other hand, Party I/Union has sufficiently by way of oral as well as documentary evidence could prove that at the relevant time the company had employed more than 100 employees and as such were required to comply with the mandatory provisions of Section 25 FFA before the closure of the company. Therefore, going by the evidence on record and on the basis of own admission of the Company/Party II, it can be fairly concluded that there is sufficient evidence on record to show that in all probability the company at the relevant time of closure was having 100 workers employed with the Party II and therefore could not have closed down the undertaking without complying with the mandatory provisions of Section 25 FFA as section 25K was applicable to the Party II. The Party I/Union contended that the Party II has neither obtained prior permission nor complied with the Section 25 N and Section 25 O of the Industrial Disputes Act, 1947. It is further submitted that the Management has not complied with the provisions of law which are statutory and mandatory in nature. Thus, the closure of the establishment is illegal, unjustified and bad-in-law and therefore the workmen are entitled for full back wages and continuity of service.

29. In the case of S.G. Chemical And Dyes Trading ... vs S.G. Chemicals And Dyes Trading Limited ... on 3 April, 1986 1986 SCC (2) 624 “The total number of workmen employed at the relevant time in the Trombay factory and the Churchgate Division of the respondent-company was one hundred and fifty. Therefore, if the respondent-company wanted to close the Churchgate Division it was required to satisfy the requirements of 8. 25-0 of the Industrial Disputes Act.”

30. The Party I/Workmen have sufficiently proved that at the relevant time when Party II gave a closure notice dated 21/12/2002 there were more than 100 workmen working with the Party II. Secondly, there is no dispute over the fact that the Party II did not take necessary permission in terms of Section 25 (O) and 25 (N) as such the Party II violated the mandatory provisions of Section 25 (O) and 25 (N) thereby rendering the closure illegal for want of permission in terms of the provisions laid down in the Industrial Disputes Act, 1947 and this issue stand answered in the affirmative.

31. **Issue No 2:** It is the contention of the Party II that the reference made by the Government is not an "industrial dispute" as there is a settlement signed on 18.02.2013 between the Party I and Party II at Exh.28whereby the workmen concerned have been given the benefits of VRS and Ex-gratia in full and final settlement of their claim, that all the 44 workmen had received the benefits of the settlement in full and final. It is further contended that the workmen will be given preference in re-employment only if the Party II restarts manufacturing of pharmaceutical formulations in the same manufacturing premises either directly or through any other agency/party at CMM Complex; that pursuant to the sale of the Party II's establishment to Everlite Candles Pvt. Ltd. the said Party has started manufacture of candles; hence according to the Party II, the workmen cannot claim re-employment as they are bound by the terms of the settlement and for the reasons that they have already accepted the benefits of the settlement. The Party I workmen therefore are estopped from raising any dispute against the Party II for violating Section 25 (O) and 25 (N). As against this, the Party II workmen have placed reliance in the case of Oswal Agro Furane Ltd. V/s. Oswal Agro Furane Workers Union wherein it is held that "Section 2(p) defines a settlement as one arrived at in the course of conciliation proceedings and includes a written agreement by and between the employer and workmen entered into otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorized in this behalf by the appropriate Government and the conciliation officer. Section 12 of the Act provides for duties of conciliation officers. Sub-section (3) thereof provides that if a settlement of the dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings the conciliation officer shall send a report thereof to the appropriate Government together with a memorandum of the settlement signed by the parties to the dispute. Section 18 of the Act provides for the binding nature of such settlement, sub-section (3) whereof reads as under : " (3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A or an award of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on

(a) all parties to the industrial dispute; (b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, records the opinion that they were so summoned without proper cause; (c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates; (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

Section 25-N of the Act lays down conditions precedent to retrenchment of workmen whereas Section 25-O provides for the procedure for closing down an undertaking of an industrial establishment. Section 25-N of the Act lays down two conditions before a retrenchment of workman can be effected which are: (a) the workman has been given three months' notice in writing indicating the reasons for retrenchment or paid in lieu such notice wages for the said period; and (b) the prior permission of the appropriate Government has been obtained by the employer on an application made in this behalf. sub-section (2) of Section 25-N provides for the manner in which the application for permission under sub-section (1) is required to be made. Sub-section (3) of Section 25-N postulates grant or refusal of such permission by the appropriate Government upon making such enquiry as it may think fit after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such retrenchment, and also having regard to the genuineness and adequacy of the reasons stated by the employer, the interests of the workmen and all other relevant factors. sub-section (4) of Section 25-N provides that when an order passed by the appropriate Government is not communicated within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period. Sub-section (7) of Section 25-N provides for the consequences emanating from non-making of application for permission under sub-section (1) or where such permission has been refused, stating the retrenchment of the workman shall be deemed to be illegal from the date on which the

notice of retrenchment was given to the workman and the workman shall be entitled to all the benefits under any law for the time being in force as if no notice had been given to him.. The only exception provided for as regard grant of exemption from the operation thereof is contained in sub-section (8) thereof i.e. in a case where the appropriate Government is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it may by order direct that the provisions of sub-section (1) shall not apply in relation to such establishment.

A bare perusal of the provisions contained in Sections 25-N and 25-O of the Act leaves no manner of doubt that the employer who intends to close down the undertaking and/or effect retrenchment of workmen working in such industrial establishment, is bound to apply for prior permission at least ninety days before the date on which the intended closure is to take place. They constitute conditions precedent for effecting a valid closure, whereas the provisions of Section 25-N of the Act provides for conditions precedent to retrenchment; Section 25-O speaks of procedure for closing down an undertaking. Obtaining a prior permission from the appropriate Government, thus, must be held to be imperative in character. A settlement within the meaning of Section 2(p) read with sub-section (3) of Section 18 of the Act undoubtedly binds the workmen but the question which would arise is, would it mean that thereby the provisions contained in Sections 25-N and 25-O are not required to be complied with? The answer to the said question must be rendered in the negative. A settlement can be arrived at between the employer and workmen in case of an industrial dispute. An industrial dispute may arise as regard the validity of a retrenchment or a closure or otherwise. Such a settlement, however, as regard retrenchment or closure can be arrived at provided such retrenchment or closure has been effected in accordance with law. Requirements of issuance of a notice in terms of Sections 25-N and 25-O, as the case may, and/or a decision thereupon by the appropriate Government are clearly suggestive of the fact that thereby a public policy has been laid down.

32. The Supreme Court has clearly worded that merely because there is a settlement between the parties the same, epsofacto does not give the Employer a right to give a goby to the provisions of Section 25 (N) and 25 (O) of the Act. Hence, this Tribunal is unable to accept the contention of the Party II that since there is a settlement signed on 18.02.2013 between the Party I and Party II at Exh. 28whereby the workmen concerned have been given the benefits of VRS and Ex-gratia in full and final settlement of their claim, and that all the 44 workmen having received the benefits of the settlement therefore are not entitled to raise the issue of illegality or to raise the issue of Party II having violated the provisions of Section 25 (N) and 25 (O) of the Industrial Disputes Act, 1947. Hence, this issue stands answered in favour of Party I in the affirmative.

33. **Issue No 3:** From the pleadings in the statement of claim and from the pleadings in the written statement, one can clearly gather the existence of the dispute as regards to the illegal closure of the establishment by the Party II in respect of which the Party I raised the dispute before the Conciliation Authority. According to the Party I, the closure was in violation of mandatory provision of Industrial Disputes Act, 1947 which claim of the Party I has been disputed by the Party II/Employer and which claim therefore has given a cause of action for which the present reference has been forwarded for adjudication vide order dated 16/04/2006.As such, it cannot be held that there is no cause of action and that the reference is not maintainable. Hence this issue stand answered in the negative.

34. **Relief**: The Party II filed application for deposit of money received by the workmen under the settlement dated 18/02/2003 at Exhibit 63,which application came be disposed on merits by the Ld. Presiding Officer of this Tribunal vide Order dated 05/12/2018. By the said Order the Tribunal directed Party I/Workmen to deposit the amount received by them before the Court from 45 days before the date of Order. It was further ordered that those workmen who failed to deposit the said amount, in respect of this document, reference was to be treated as annulled and the matter shall proceed in respect of those who deposited the said amount. The records reveals that the Party I/Workmen were given benefit under VRS scheme in view of the closure of the establishment and the Party I workmen duly received the same. However, the closure was challenged as according to the Party I/Workmen, the Employer had not followed the mandatory provisions of the Industrial Disputes Act, 1947. Therefore, in view of case of Oswal Agro it was contended that the Party I can still challenge the validity of closure and can show that the closure is ineffective in view of violation of mandatory provisions of the Act. The Ld. Tribunal while allowing the application filed by the Party II observed that in the case of Ramesh Choudary Sankia wherein it was held that “since the employees have approached the Labour Court are claiming the amount by deceitful means or coercion they were made to accept voluntary retirement and benefits there under, it would be equitable

to direct that the employees who wants to maintain a petition under section 31 (3) of MPIR Act against the said voluntarily retirement scheme and to seek reinstatement, should return the benefit received to the employer of observed by the Tribunal while granting he said application for deposit of amount received by the Party I/Workman on account of Floating of VRS scheme."

35. It is also a matter of record that against the said Order, the Party I/Workmen referred the Writ Petition No. 132/2019 before the Hon'ble High Court of Bombay at Goa. The Hon'ble High Court at Goa having duly considered the chronology of the event in para 3 of its oral Order dated 29/01/2019 duly considered the contention of the Party I/Workmen whereby it was brought to the notice of the Court by the Advocate appearing for the Party I/Workmen that most of the workmen had retired and attained the age of 70 years and above and having spent considerable amount toward the family expenditure including wedding in the family, it was not possible for the petitioner workmen to make the deposits. It was further held that the Tribunal failed to appreciate the passage of time between the closure of the Unit, the date of payment of the compensation, the date of reference and the date calling for depositing the amount received and accordingly cost and set aside by the Order of Tribunal. Thus, it is clear that though the Party I/Workmen have succeeded in proving the issue No. 1 and 2 in their favour, however, at the end of the day the undisputed fact is that the amount paid by the Employer/Party II has not only been received by the Party I/Workmen but admittedly the same has been utilized by them. Therefore, there is no question of any relief more particularly, payment of back wages to the Party I/Workmen despite they having proved issue No. 1 and 2 in their favour. The relief pertaining to the reinstatement is also out of question considering their own statement that most of the workmen have already crossed the age of superannuation.

Hence the following Order.

ORDER

i The reference stand disposed off with no cost.

ii Inform the Government accordingly.

Vijayalaxmi Shivolkar, Presiding Officer, Industrial Tribunal cum Labour Court.

Porvorim.

Notification

28/02/2025-LAB/Part-IV/444 Date: 08-Jul-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13/06/2025 in Case Ref. No. IT/41/2013 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.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/41/2013

Shri Prabhakar Naik & 7 others,
Rep by Akhil Gomantak Shramik Sangh,
2nd Floor, Patto Centre,
EDC Complex,
Panaji-Goa (403001) …….. Workmen/Party I.

V/s

M/s. Hira Film Exhibitors,
Cine Samrat Bldg,
Panaji, Goa …….. Employer/Party II.

Workmen/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Learned Advocate Shri. P. Chawdikar.

AWARD

(Delivered on this the 13th Day of the Month of June of the Year 2025)

By Order dated 21.10.2013, bearing No. 28/39/2013-LAB/734, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between the Management of M/s. Hira Film Exhibitors–Panaji, Goa and its workmen for adjudication to the Industrial Tribunal of Goa at Panaji Goa constituted under Section 7-A of the said Act. The Schedule of reference retrenchment of 8 workmen is as under:

SCHEDULE

1. Whether the action of the management of M/s. Hira Film Exhibitors, Cine Ashok- Samrat Building, Panaji, Goa in retrenching the following 8 workmen with effect from the dates mentioned against their names is legal and justified?

1.	Shri Prabhakar Naik	Door Keeper	30/09/2009
2.	Shri Vishant Gaonkar	Booking Clerk	30/09/2009
3.	Shri Damodar Dhargalkar	Door Keeper	30/11/2009
4.	Shri Virendra Parwar	Booking Clerk	30/09/2009
5.	Shri Santosh More	Door Keeper	31/10/2009
6.	Shri Suresh Gauns	Door Keeper	30/11/2009
7.	Shri Bhingo Naik	Door Keeper	30/11/2009
8.	Shri Radakrishna Gauns	Project Operator	31/10/2009

(2) If the answer to issue No (1) above is in the negative, then, what relief the workmen are entitled to?

2. Upon receipt of the reference, it was registered as IT/41/2013 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 4.

3. The Party I states that they were the workmen of the Party II.That the Party II owns and manages various theatres in different cities of the State of Goa. It is screening Cinemas/Movies to the public by selling tickets. The various theaters which belong to the Employer are Cine Alankar at Mapusa, Cine National at Panaji, Cine Vishant at Margao, Ashok Theatre at Panaji, Samrat Theater at Panaji, Cine Lata at Margao, Cine Niagara at Savordem, Cine Paradise at Kuncolim, Hira Talkies at Bicholim and Cine Shivam at Vasco.

4. The Party I states that the Party II/Employer transferred workers to its different theaters as per the need and that the Party II enjoys absolute monopoly in the business of screening movies in the State. Since workers are working for long period, they have acquired skill and expertise in the field. The Employer thus had formidable pool of skilled and component workforce and has made huge profits since inception of theatres in which the workers sincerely discharged their duties.

5. The Party I states that that the Employer took advantage of the workers not being unionized and for all this time failed to fix service conditions, pay fixations, seniority, promotions, annual increments etc. and paid low salary and other monetary benefits. The Party I states that the Party II/Employer in fact made

huge profits and used its powers arbitrarily. The Party I/Workmen were continuously working with the Employer for many years and the Party II/Employer also paid small bonus for the year 2004/05. The workers decided to have its collective bargaining position. The workers therefore became members of 'The Goa Trade and Commercial Union' under the leadership of Mr. Christopher Fonseca and Mr. Raju Mangueshkar.

6. The Party I states that the Party II/Employer being annoyed and angered for forming Union, started harassment of the workers and transferred the workers at their sweet will and without any proper policy. The Workers were not paid overtime wages. Management denied the workers from their other service benefits and there was no revision in their service condition. For the year the 2004/05, the Party I/Employer did not pay appropriate bonus. Vide letter dated 28/04/2004, the Union raised demand for payment of 20% bonus for the year 2004/05 and regarding other service conditions of the workers, the Union raised Charter of demands.

7. The Party I states that the Party II/Employer refused to negotiate and intentionally and deliberately adopted delaying tactics before the conciliation authority, in order to frustrate and create element of fear, helplessness and anxiety in the minds of workers. The Party II/Employer failed to discuss and negotiate issues of payment of Bonus and all other Charter of Demands and to resolve it across the table. The Employer further started tactic to harass the workers and to mentally torture them.

8. The Party I states that the Union referred the matter for reconciliation before the Labour Commissioner. The Employer displayed its adamancy and failed to resolve the matters. A failure of conciliation proceedings was recorded in all the matters i.e. demand for payment of 20% Bonus for the year 2004/05 and Charter of Demands against Ashok Theatre, Samrat Theatre, Cine National and Cine Alankar. All the matters are presently pending for adjudication before this Tribunal.

9. Angered and annoyed as the Union consistently followed with the demands and that the workers did not succumb to the pressure, the Employer started playing the unfair Labour practices. It started harassing the workers. The Party II/Employer started issuing transfer orders ensuring that the workers have to spend more money on transport and are separated from their family. The Party II/Employer malafidely started reducing Pension benefits under Provident Fund by manipulating provident fund records. That all the theatres of the Party II/Employer are still running in full swing and doing good business. The Employer started illegally terminating workers under the pretext that they are surplus to their requirement. On 30/09/2009 the Party II/Employer retrenched the services of Shri. Virendra Parwar (Alankar), Shri Vishant Gaonkar (Cine Lata), Shri Damodar Darghalkar (Alankar), Shri. Prabhakar Naik (National) and on 31/10/2009, the Employer retrenched the services of Shri Radhakrishna Gawas (National Theatre), Shri Santosh More (National Theatre), Shri Suresh Gawas (Alankar Theatre) and Shri Bhingo Naik (Alankar Theatre).

10. The Party I/Workmen states that they did not have any employment after arbitrary retrenchment. That the workers changed their membership to their present Union and the workmen noticed that the dispute of their retrenchment is not yet raised. Union therefore vide letter dated 27/11/2011, requested the office of the Labour Commissioner for its intervention in the matter. Vide same letter the Union requested the Party II/Employer to allow the workers to resume to their duties with continuity of service, full back wages and with all other consequential benefits.

11. The Office of Labour Commissioner assumed the dispute for reconciliation and made all its effort to resolve the matter amicably. The workmen were ready and prepared to resume and continue their duties. On account of adamant and rigid approach of the Employer, the dispute was not resolved and Failure Report dated 18/06/2013was recorded.

12. The Party I states that the workers had joined the Party II/Employer on different dates and designation. The Union submits that all the theatres of the Employer are running in full scale and all the theatres are doing good business whereby the Employer is making good profits. These workers were experienced and have attained skill and were capable of handling any duty and responsibility in the theatre in the given pay-scale. The Party II/Employer is running all its theatres through its own workers and through the workers appointed on contract.

13. The Union states that the retrenchment of the workmen is bad and is arbitrary, bias and they are retrenched only because they were unionized. The Employer on their retrenchment arbitrarily paid to the workmen amount but did not furnish statement of its calculation to the Party I/Workmen. The Party I/Workmen states that they are ready and prepared to refund all the money paid to them under their illegal

retrenchment. The Union/workmen submits that their retrenchment is bias, unjust, unfair, illegal and is improper.

14. In its Written Statement filed at Exhibit 6, the Party II/Employer submits that all the 8 workers whose names are mentioned in the Claim Statement have been settled with their dues in full and accordingly issued receipts in the favour of Employer i.e. the Party II. The Party II in view of the above facts denies all the contention of the Party I made in their Claim Statement as the same are incorrect and made just to make out the case which does not exist at all. The Party II states that from year 1999 onwards they started making losses and by the year, 2012 the total accumulated losses of the Party II had gone up to Rs.3,77,50,907.45 (Rupees Three Crores Seventy Seven Lakhs Fifty Thousand Nine Hundred Seven and Paise Forty Five only)

15. The Party II submits that the revenue of various theatres of the Party II dropped more than 80% and as such they were not even having resources to pay salaries to their staff and to manage day to day expenses. Allegations of the Party I against the Party II in their Claim Statement are unwarranted, false and baseless. It is submitted that the Party II owns and manages various theatres in different cities of the State of Goa. It is screening Cinemas/Movies to the public by selling tickets. It is further submitted that the theatres namely Cine Alankar, Mapusa, Cine National, Panaji, Cine Niagara, Curchorem and Cine Paradise at Cuncolim are closed due to heavy losses in the business. It is denied that the Employer has made huge profits since inception of theatres in which the workers sincerely discharged their duties as alleged.

16. It is denied that Employer, for all this time, failed to fix service conditions, pay fixations, seniority, promotions, annual increments etc. as alleged or that the Employer paid low salary and other monetary benefits as alleged. It is further denied that the Employer paid small bonus for the year 2004/05. It is denied that they were paid meager salary and made to work on and above the working hours and were not paid overtime wages.

17. It is denied that it intentionally and deliberately adopted delaying tactics before the Conciliation Authority in order to frustrate and to create element of fear, helplessness and anxiety in the minds of workers as alleged. It is denied that inspite of good intervention of the Office of Labour Commissioner, the Employer displayed its adamancy and failed to resolve the matters as alleged. It is admitted that all the matters mentioned in the Claim Statement are presently pending for adjudication before this Tribunal. It is denied that it started harassing the workers as alleged. It is denied that the Employer started issuing transfer orders ensuring that the workers have to spend more money on transport and are separated from their family. It is denied that the Employer malafidely reduced Pension benefits under Provident Fund by manipulating Provident Fund records.

18. It is denied that all the theatres of the Party II/Employer are still running in full swing and doing good business as alleged. The Party II submits that the claim is filed by Mr. Prabhakar Naik as a Representative of the Union, actually he does not represent any Union, however, he is working in the Goa State Central Library, Directorate of Art & Culture, Sanskruti Bhavan, Patto, Panaji-Goa and another workman among the Party I namely, Mr. Radhakrishna Gawas is working in Govt. Society at beach area as a Life Guard and all the remaining workers are also gainfully employed.

19. It is denied that the workmen were ready and prepared to resume and continue their duties. It is denied that all the theatres are doing business in full scale and all the theatres are doing good business as alleged and that it is denied that the Employer is making good profit. It is denied that the Employer on their retrenchment arbitrarily paid the workmen amount and that the Employer did not furnish statement of its calculation. It is denied that the retrenchment is bias, unjust, unfair and is improper as alleged.

20. In the Rejoinder filed by the Party I Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

21. Considering the Claim Statement of Party I, the Written Statement filed by the Party II and the Rejoinder filed by Party I, following issues were framed on 12.08.2016.

ISSUES

1 Whether the action of the Party II in retrenching 8 workmen with effect from the dates mentioned against their names in the Schedule is legal and justified?

2 Whether the Party II proves that the reference is not maintainable as claim of Party I Union is not an “Industrial Dispute” as defined under the Industrial Disputes Act, 1947?

3 Whether Party II proves that the reference is bad-in-law and hence not maintainable?

4 What Relief? What Award?

22. I have gave through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed by the Party II, the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Issue No. 1, 2 & 3	:	In the Negative
Issue No. 4	:	As per Final Order

REASONS

23. **Issue No. 1, 2 & 3**: The undisputed facts concerning the present reference are that the Party No. II is duly engaged in the business of film exhibition and operates as a Film Exhibitor. That, it owns, manages and operates various theatres located across multiple cities within the State of Goa, wherein, it is involved in the screening of films for which it generates revenue through the sale of tickets to the general public/customers. That Party I/Workmen are the workers, Mr. Prabhakar Naik, Late Mr. Vishant Gaonkar, Mr. Damodar Dhargalkar, Mr. Virendra Parwar, Mr. Santosh More, Mr. Suresh Gauns, Mr. Bhingo Naik and, Late Mr. Radhakrishna Gauns, who were employed with the Party No. II, from the commencement of their respective employment, until the date of their retrenchment.

24. The Employer/Party II, M/s. Hira Films has taken a specific defence that the retrenchment of Party No. I was carried out in full compliance with the due process of law, as prescribed by the Industrial Disputes Act, 1947. It is further their case that, commencing from the year 1999, it began to experience significant financial losses. That, these losses progressively accumulated over the subsequent years, and by the year 2004, the total accumulated losses of Party No. II had reached an amount of Rs. 2,62,62,218/- (Two Crores Sixty-Two Lakhs Sixty-Two Thousand Two Hundred and Eighteen Rupees Only). That, the aforementioned losses reflect the adverse financial performance of Party No. II during the said period. That, in the year 2004, two multiplex cinemas, namely the Inox Multiplex in Panaji and the Osia Multiplex in Margao, commenced operations within the region. That, following the opening of these multiplexes and starting from November 2004, Party No. II encountered significant difficulties in procuring films for screening at its various theaters.That, as a result, Party No. II was unable to sustain its regular film screenings, leading to a substantial decline in its revenue, which plummeted by more than 80%. This drastic reduction in income severely impacted the financial stability of Party No. II, rendering it incapable of meeting its operational obligations, including the payment of staff salaries and the management of day-to-day expenses necessary for the continued operation of its theaters.

25. That, notwithstanding the consistent financial losses incurred since 1999, the Party No. II took deliberate measures to continue paying salaries/bonuses to its staff. That, this was done in good faith and with the intention of maintaining employee morale and satisfaction, despite the financial challenges faced by the organization. That, even in the face of insufficient resources and ongoing losses, Party No. II prioritized the payment of their salaries, bonus amount etc., demonstrating a commitment to its workforce under difficult circumstances. As such, according to the Party II, due to the extreme financial circumstances and sustained losses experienced over the years, the Party No. II was left with no viable alternative but to make difficult and decisive actions in order to mitigate further losses. As a result, Party No. II was compelled to implement stern and stringent measures, which included the closure of some of its theater operations within the State of Goa. That, these closures were deemed necessary in order to preserve the overall viability of the business, given the ongoing financial strain. Thus, according to the Party II, on closure of operation of business, the Party II was compelled to make the decision to retrench the services of the workers employed by the Party II.

26. It is further contended that the 8 workers whose names are specifically mentioned in the Claim Statement, the parties to the present reference/dispute, have received full and final settlement of all their respective dues. That, in confirmation of this, these workers have duly issued receipts acknowledging the complete discharge of any and all financial claims infavour of Party No. II. The settlement has been conducted in full compliance with all applicable law, and no further claims remain outstanding from these workers in connection with this matter.

27. As against this, it is the contention of the Party I/Workmen that retrenchment of all the 8 workmen was nothing but an act of victimization, these workmen having joined the Union in the year, 2004 and

submitted their charter of demand and claim of bonus to the authorities concerned as a result there was a victimization and the workers were transferred to other theaters far away from their residence with the intention to cause them hardship. On the other hand after the illegal retrenchment of these 8 Workmen, the Party II continued to operate the theaters by engaging new workers in place of the workmen whose services were retrenched despite they being permanent workers. The Party II in their Written Statement specifically admitted that they have closed down the operation of Cine Alankar Mapusa, Cine National Panaji, Cine Niagara at Curchorem, Cine Paradise Cuncolim which fact indicates that the other theaters that are Samrat at Panaji, Cine Lata at Margao, Cine Heera Talkies at Bicholim and Ashok at Panaji were continued functioning. Therefore, the Party II could have employed these permanent workers at these theatres instead of retrenching their services. The witness examined by the Workmen/Party I, Shri Virendra Powar affirmed on oath that the theatres of the Party II continued to operate post the retrenchment of these workers and they had engaged other workers on contract basis. The above facts have also been confirmed by Mr. Rajesh Chandrakant Usgaokar, the witness of Party II in his cross-examination admitting that Party II is still in operation as of today. He further confirmed that despite the matters pertaining to Charter of Demand pending before the Tribunal, the services of the workmen were terminated without seeking permission to that effect.

28. The Party I in support of their above contention placed reliance in the case of below Industrial Perfumes Ltd. v/s Industrial Perfumes Workers Union on 23 April, [1998 1998(79)FLR367] the Hon'ble Bombay High Court in this case has held that"In fact closure contemplates not merely closing down the place of business but the closure of the business itself. Reliance for that purpose has been placed on the judgment of the Apex Court in the case of Express Newspaper Ltd. v. Their Workers and Staff and others, (1962-II-LLJ- 227). It is further contended that during the pendency of a reference if there was violation of conditions of service, Section 33(1)(a) of the I.D. Act would be attracted and the Industrial Court was competent therefore to examine the matter and grant relief. Reliance is also placed on the judgment in the case of Dalanvalan Imarat Bandnkan and Patbandhare Kamgar Union v. The State of Maharashtra and Ors. (1993-III-LLJ-(Suppl)-744) (Bom), wherein a learned Single Judge has held that where there is breach of Section 33(1)(a) of the Industrial Disputes Act, it is only a short (sic) there from to come to the conclusion that there is an unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, in view of the judgment of the Supreme Court in S. G. Chemical's case (1986-H-LLJ-490) (SC)".

29. Further the court observed in Kalinga Tubes Ltd, (supra)"again in the matter of closure the Apex Court has noted that the closure could arise due to various circumstances. In one case the management may decide to close down because of financial or purely business reasons. In another case it may decide in favour of closure when faced with a situation in which it considered either dangerous or hazardous from the point of view of safety of its administrative staff or members of the management or even the employees themselves to carry on the business and the essence of the matter is, therefore, factum of closure by whatever reason motived. In the case of the Workmen of Sur Iron and Steel Co. Pvt. Ltd. (supra) the Apex Court recorded a finding that merely because the company was buying manufactured articles from other factories and stamped them with their own trade mark, by itself, would not make the closure, no closure in the eyes of law. In Banaras Ice Factory Ltd. (supra) the Apex Court was pleased to observe that if there is no real: closure but a mere pretence of a closure or it is mala fide, there is no closure in the eyes of law and the workmen can raise an industrial dispute and may even complain under Section 23 of the Act. It is further observed that in case of termination of employment on account of closure then provisions of Section 22 of the Industrial Disputes (Appellate Tribunal) Act which is similar to Section 33(1)(c) would not apply. It is contended by Mr. Rele on behalf of the petitioners that in the instant case after considering the various reports it was found that the work site was not safe for carrying on manufacturing activities and it was environmentally hazardous and in these circumstances the company was compelled to close down its activities there".

30. Though the Party II claimed that by the year, 2012, the total losses incurred by Party II was escalated to an amount of Rs. 3,77,120,907.45 however no documents in support of their above claim of losses being suffered have been produced by the Party II. The witness of the Party II Mr. Ganapathi Shetty in the cross-examination stated that he has not seen the Profit and Loss Account of the Party II. He also pretended ignorance when put to him that the 8 workmen were retrenched because they joined the trade union.

31. The Party II for the first time in their Written Submission contended that certain employees were hired on contractual basis in specific theaters solely for the purpose of performing the computer based task for which they possessed the requisite qualification, which is entirely different from the work carried out by

the Party I which contention are contrary as same being not pleaded in their Written Statement. Moreover, the Letter of Retrenchment is silent on these facts that their services are retrenched because they do not have the knowledge of the computer and that they were not qualified or capable to perform such task. On the contrary, the witness categorically stated that they had gained experience and expertise in running the business of theater on account of continuous employment with the Party II. The said Mr. Damodar also stated that he was initially employed as Operator at Mapusa and thereafter he was promoted as Door-keeper and transferred to Samrat Theater at Panaji for the period 2001 to 2008 at which time the Samrat Theater was given on contract basis to a Party from Mumbai and who was running Samrat Theater with his own workers. This statement has not been denied by the Party II. Thereby, the Party II admits that they had hired contractual workers however made an unsuccessful attempt to improvise their case stating that they were hired solely for the purpose of performing computer based task. If an industry adopts new technology to improve its business, it is a good sign of a growing industry however by doing so the Employer cannot retrench the employees who were doing the same task manually for years together which is not at all permitted. The industry cannot grow techno friendly at the cost of the retrenchment of his permanent workers for financial gains.

32. Further the Party I has dismissed the claim of the Party II whereby the Party II stated that, the act of filing the present reference/dispute, by the Party No. I before this Tribunal is entirely unjustified and lacks any valid grounds as the retrenchment was executed in full compliance with the prescribed legal procedures, including payment of one month's pay in lieu of notice as specifically required under Section 25F (c) of the Industrial Disputes Act, 1947. In this regard, the witness Mr. Damodar Dhargalkar stated that Party II on retrenchment paid some small amount arbitrarily but did not furnish the Statement of Calculation. Thus, he has affirmed the claim of Party II in the Written Statement whereby it is stated that the Employer in retrenchment arbitrarily paid to workmen the amount, but the Employer did not furnish the Statement of its Calculation. Thus, though there has been compliance from the Party II/Employer in giving one month notice in writing and paying the compensation which is being accepted on protest being arbitrary however the grounds given for the retrenchment are not genuine as there is a clear cut admission on the part of Party II witness himself that the theaters are operating till date and therefore there was no reason for Party II to retrench its permanent employees and continue its business by the workers on contract basis. Ld. Adv. Shri P. Chawdikar in support of the case of the Party II has placed reliance in the case of "Vedpal Singh v/s M/s. Suraj Cinema on 12 February, 2024.34. The claimant herein has sought the relief of reinstatement in the service with full back wages along with the continuity of service and all the consequential benefits alongwith interest @ 18% p.a. and litigation expenses of Rs. 25,000/…
It has been held by the Hon'ble Supreme Court of India.... that in a reference under Industrial Disputes Act, Tribunal cannot direct a company or a industrial undertaking to reopen a closed depot or branch, if the company infact closes it down and the Tribunal cannot ask the company to reinstate the workman because there was no business for which workman could have been required and that in these circumstances, all that the workman could claim was compensation for loss of their service...

Further the Hon'ble Supreme Court of India.... has settled the legal position that closure of an undertaking which is "genuine and real" is immune from interference at the hand of Labour court or Industrial Tribunal and in such cases that only relief that would be available to the workman of such an undertaking, would be by way of compensation,...

...No direction for reinstating of the workman employed in an undertaking, which was closed, could be issued.

Therefore, in view of the aforesaid judicial precedents, no directions for reinstating the workman employed in an undertaking, which has been closed could be issued and therefore, in present case, there can be no directions for reinstatement of workman in management in present case.

Accordingly, in terms of Section 25FFF r/w Section 25F of Industrial Disputes Act, the claimant is entitled to wages for one month of notice period and compensation as computed in terms of Section 25F of Industrial Disputes Act, from the management."

33. The Ld. Adv. Shri Chawdikar submitted that, in light of the legal precedent, particularly the rulings of the Hon'ble Supreme Court of India, the claimant's demand for reinstatement and back wages cannot be granted, as the closure of the undertaking in question is genuine and real. This Tribunal is unable to accept the above contention of the Party II as this is a clear case of the workmen being retrenched despite they being permanent workers employed with the employer for several years however their services were

terminated despite there being no actual closure of the business as admitted by the witness examined as well having admitted the same by the employer Party II though the Employer/Party II tried to change/improper his version saying that the services were terminated as they were not techno friendly, therefore, this is not the case of a genuine or real close down of the establishment but this is a case of establishment which has publicly flourished today and continued being the same business but in as more improvised form. Hence, the precedent above is not applicable to the case in hand. The Party I/Workmen in the present reference has clearly established their case by way of reliable evidence and were able to show that the Party II continued its business of reunion of the theaters by engaging the contractors. The reasons for retrenchment given by the Party II could not hold much water as the evidence on record clearly shows that there was no factual closure nor the Party II could prove they having suffered any genuine financial loss neither it is proved that the services of these 8 retrenched workmen were actually not required when the evidence on record shows that the theatres were run by the contractual workers engaged by the Contractor to whom the task of operating the theaters were entrusted by the Employer/Party II.

34. Be that as it may, the Employer/Party II did not feel it appropriate even to call upon these workers by re-employing them while the business of running theater was fully operational,which act of the Party II/Employer has violated the provisions of section 25 G and 25 H of the Industrial Disputes Act, 1947. In the circumstances above, this Tribunal could not hesitate to conclude that closure as projected by the Employer/Party II in fact is not genuine nor legal, therefore, all the issues taken together stands answered in the negative.

35. There is no document certifying the present age of all the workmen concerned in the present reference. One of the workmen examined by the Party I, Shri Damodar Dhargalkara the time of his deposition on oath mentioned his age as 58 years as on 04/11/2019, that means his present age would be around 64 years. That means, all the workmen named in the Order of Reference probably must have reached the age of superannuation. In the facts and circumstances, the Award granting their re-instatement in the service would not be a reasonable and proper relief. Therefore, this Tribunal is in favour of granting monetary relief to all these workmen concerned in the present reference.

Hence the following Order:

ORDER

i. Consequently, the Party II/Management is hereby directed to grant to all these workmen concerned in the present reference their full back wages and other legal benefits, if applicable.

ii. Inform the Government accordingly.

Vijayalaxmi Shivolkar, Presiding Officer, Industrial Tribunal-cum-Labour Court.

Porvorim.

Department of Personnel

Order

No. 5/1/2025-PER/2111 Date: 08-Jul-2025

Shri Prakash B. Redkar, Deputy Director (Admn.), PWD, holding additional charge of SLAO, PWD & SLAO, National Highways, shall also hold the charge of Deputy Director, Department of Drinking Water (DDW), in addition to his own duties in public interest with immediate effect.

This issues on the recommendation of the Goa Services Board.

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

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Department of Revenue

Order

16/06/04/2025-Rev-I/2449 Date: 09-Jul-2025

The Government is pleased to constitute a committee of experts consisting of following members:

1.	Adv. Ramchandra Ramani, Sr. Adv. Panaji	--	Chairman
2.	Adv. Aires Pinto Furtado, Panaji, Expert of Portuguese Laws	--	Member
3.	Adv. Amrut Ghatwal, Bicholim, Practising Advocate	--	Member
4.	Adv. Pritam Moraes, Margao, Practising Advocate	--	Member
5.	Adv. Prasad Naik, Margao, Practising Advocate	--	Member
6.	Smt. Siddhi Halarnkar, Director of Panchayats	--	Member
7.	Shri Surendra Naik, Joint Secretary (Revenue)	--	Member
8.	Shri Chandrakant Shetkar, Director of Settlement and Land Records	--	Member
9.	Dr. Balaji Shenvy, Archivist Publication, Department of Archives	--	Member
10.	Shri Gurudas S.T. Desai, Additional Collector-I, Collectorate, North	--	Member Secretary

The terms of reference for the Committee are:

a) to examine and recommend policy intervention for the sustainable use and management of land resources in the State.

b) to study the impact of various development and other activities on non-Government land in the State.

c) to examine the issue of irregular use and unauthorized construction of residential houses on non-Government land and to explore the feasibility of proposing suitable regularization measures wherever appropriate in accordance with public interest and legal permissibility.

d) to study cases where residential houses have been constructed and are in existence for several years on non-Governmental land without ownership rights and to suggest appropriate legal, policy or administrative measures for conferring ownership and regularising such dwelling units, subject to eligibility and public interest.

e) to recommend suitable legislation, amendments or simplification of existing procedure to facilitate achievement of above objectives while ensuring optimum utilization and effective conservation of land resource in the State.

f) any other issues relating to subject matter as and when suggested by the Government from time to time.

The Committee shall have a tenure of three months.

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

Vrushika Kauthankar, Under Secretary (Revenue-I).

Porvorim.

Addendum

32/3/2006/RD/2453 Date: 10-Jul-2025

Read: Order No. 32/3/2006/RD/1651 dated 13-02-2025.

In the Government Order read at preamble, after Sr. No. (e), the following shall be added.

(f) Deputy Collector (L. A. South)–Member.

The rest of the contents of the order read at preamble, remains unchanged.

This Addendum shall come into force on the date of its publication in the Official Gazette.

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

Vrushika Kauthankar, Under Secretary (Revenue- I).

Porvorim.

Department of Skill Development and Entrepreneurship

Directorate of Skill Development and Entrepreneurship, Human Resource Development Foundation Society

Order

3/4/2025/HRDF/PART(II)/564 Date: 25-Jun-2025

Read: Government Order: 1) No. 3/4/99-HRDF/203 dated 04-01-2008.
2) No. 3/4/2022/HRDF/PART(II)/611 dated 30-06-2022.
3) No. 3/4/2022/HRDF/PART(II)/1178 dated 06-04-2023.

The Government is pleased to reconstitute the Governing Committee of Human Resource Development Foundation Society under the Chairmanship of the Director of Skill Development & Entrepreneurship and consisting of the following members:

1.	Director of Skill Development & Entrepreneurship, Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shramashakti Bhavan, Panaji-Goa.	—	Chairman
2.	Director of Education or his representative, Directorate of Education, Porvorim-Goa.	—	Member
3.	Director of Technical Education or his representative, Directorate of Technical Education, Government of Goa	—	Member
4.	Addl. Secretary (Finance)/Jt. Secretary (Finance), Finance Department, Government of Goa.	—	Member
5.	Assistant Apprenticeship Advisor, Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shramashakti Bhavan, Panaji-Goa.	—	Member
6.	Deputy Director/Assistant Director (Training), Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shramashakti Bhavan, Panaji-Goa	—	Member Secretary
7.	Assistant Accounts Officer, Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shramashakti Bhavan, Panaji-Goa.	—	Treasurer
8.	Deputy Director (Administration), Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shramashakti Bhavan, Panaji-Goa.	—	Advisor

9. Non-Official Members:

a) Shri. Sudesh Rane, Goa State Industries Association, 4th Floor, Goa-IDC House, Patto Plaza, Panaji-Goa.

b) Ms. Soniya Kuncalienker, Confederation of Indian Industry, Goa State Office–Western Region, 1st Floor, Salgaocar Center, Next to Mary Immaculate Girls High School, Rua de Qurem, Panaji-Goa.

c) Shri. Bharatesh T. Boke, Mentor of GCCI IR-HR, Learning & Development Sub-Committee, Goa Chamber of Commerce & Industry, Narayan Rajaram Bandekar Bhavan, T.B. Cunha Road, P.O. Box 59, Panjim-Goa.

d) Shri. Jack Sukhija, President, Travel & Tourism Association of Goa, 609, Dempo Tower, 6th Floor, Patto Plaza, Panaji-Goa.

e) Principal or his/her Representative, GNS Educational Academy, Banastarim-Goa.

f) Principal or his/her Representative, International Institute of Hotel Management, Indismart Woodbourne Resort, Gonvoloy, Nuvem, Salcete-Goa.

The tenure of the Non-Official Members shall be for a period of 2 years, with effect from the date of issue of this order or till such time a new Committee is reconstituted/appointed by the Goa Government. The Role, Responsibilities and Functions of the Non-Official Members shall be as specified in the Rules and Regulations of the HRDF Society.

This issues with the due approval of the State Government.

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

Shri. *S. S. Gaonkar*, Director of Skill Development & Entrepreneurship & ex-officio Jt. Secretary.

Panaji.

Department of Town and Country Planning

Office of the Chief Town Planner (Admn./Planning)

Order

1/3/TCP(Part-File)/2017-19/1335 Date: 10-Jul-2025

Shri Ritesh Shirodkar, Dy. Town Planner, shall assist the Planning Development Construction Committee (PDCC) constituted under the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021, in addition to his own duties, as Dy. Town Planner, Ponda Taluka Office, TCP Dept., Ponda, Goa, with immediate effect, until further orders.

This is issued with the approval of the Government.

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

Vertika Dagur, Chief Town Planner (Administration/Planning) & ex. officio Joint Secretary.

Panaji.

Notification

36/18/39A/Notification(5F)/TCP/2025/324 Date: 16-Jul-2025

Whereas, the Town and Country Planning Department of the Government of Goa received applications under sub-section (1) of Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for change of zones in the Regional Plan for Goa 2021 in respect of the plots of land as specified in detail in column Nos. (2) to (7) of the Table below (hereinafter referred to as "the said Proposals");

TABLE

Sr. No.	Name of the Applicant	Survey No./Sub Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Guru Lingayya	236/1-B	Usgao, Ponda	Natural Cover (225)	Settlement	225	Approved for change of zone
2.	Mahesh Vinod Gune & Chandrakant Laxman Ghatye	236/1 (Plot No. 30)	Usgao, Ponda	Natural Cover (250)	Settlement	250	Approved for change of zone
3.	Dinakar Jayavant Khot	236/1 (Plot No. 34-A)	Usgao, Ponda	Natural Cover (136)	Settlement	136	Approved for change of zone
4.	Manguesh V. Gawas	236/1-AL	Usgao, Ponda	Natural Cover (225)	Settlement	225	Approved for change of zone
5.	Bandu Maruti Patil	236/1 (Plot No. 72-B)	Usgao, Ponda	Natural Cover (112)	Settlement	112	Approved for change of zone
6.	Hanumant Laxman Muddebal	236/1-AZ	Usgao, Ponda	Natural Cover (210)	Settlement	210	Approved for change of zone
7.	Green First Estate Pvt. Ltd.	501/1-A	Tivim, Bardez	Partly Cultivable Land with Irrigation Command Area (45,407 m2) Partly Cultivable land with No Development Slope and Irrigation Command area (7,493 m2) (52900)	Settlement	52900	Approved for change of zone
8.	Urmil Tacoria	279/1	Colvale, Bardez	Orchard (1975)	Settlement	1975	Approved for change of zone
9.	Tridentia Developers	PT Sheet No. 128 Chalta No. 13	Margao, Salcete	Partly Commercial (233m2) and Partly under Proposed Road (267m2) (500)	Commercial C1	267	Approved for change of zone from proposed road to Commercial C1.
10.	Sandeep R. Adpaikar	328/1-N	Curtorim, Salcete	Natural Cover (247)	Settlement Zone	247	Approved for change of zone
11.	Sandeep R. Adpaikar	328/1-L	Curtorim, Salcete	Natural Cover (326)	Settlement Zone	326	Approved for change of zone
12.	Chandan A. Wadhwa & Others	512/2-AC	Corgao, Pernem	Orchard (525)	Settlement	525	Approved for change of zone

13.	Augusto Sebastiao Demello and Romeu Sebastiao Demelo	P.T. Sheet No. 188 Chalta No. 76	Panaji, Tiswadi	Parks/Playground/ Recreational zone/Open space/Buffer zone (200)	Residential S2	200	Approved for change of zone

And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the "said Rules"), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals as specified in column No. 8 of the above Table;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,-

i) vide Notification No. 36/18/39A/Notification(1R)/TCP/2024/36 dated 05-11-2024, published in the Official Gazette, Series III No. 32 dated 07-11-2024 (as regards proposals at Sr. Nos. 1, 2, 3, 4, 5 & 6);

ii) vide Notification No. 36/18/39A/Notification (16)/TCP/2025/78 dated 21-01-2025, published in the Official Gazette, Series III No. 43 dated 23-01-2025 (as regards proposals at Sr. No. 7);

iii) vide Notification No. 36/18/39A/Notification (17)/TCP/2025/83 dated 18-02-2025, published in the Official Gazette, Series III No. 47 dated 20-02-2025 (as regards proposals at Sr. No. 8);

iv) vide Notification No. 36/18/39A/Notification (18)/TCP/2025/88 dated 04/03/2025, published in the Official Gazette, Series III No. 49 dated 06-03-2025 (as regards proposals at Sr. No. 9);

v) vide Notification No. 36/18/39A/Notification(19)/TCP/2025/91 dated 25-03-2025, published in the Official Gazette, Series III No. 52 dated 01-04-2025 (as regards proposals at Sr. Nos. 10, 11 & 13);

vi) vide Notification No. 36/18/39A/Notification(9)/TCP/2024/44 dated 12-11-2024, published in the Official Gazette, Series III No. 33 dated 14-11-2024 (as regards proposals at Sr. No. 12) read with corrigendum dated 18-11-2024; and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rule (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1, 2, 3, 4, 5 & 6 in its meeting 209th Meeting held on 12-12-2024, Sr. No. 7, 9, 10, 11 & 13 in its meeting 215th Meeting held on 04-06-2025, Sr. No. 8 in its 214th meeting held on 24-04-2025 and Sr. No. 12 in its 211th meeting held on 15-01-2025 directed to take further action as per sub-rule (4) of Rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/ approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for its decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan and the Outline Development Plan is hereby altered and modified as specified in column No. (8) of above Table and as directed by the Government for carrying out change of zone of land in respect of the plots of land as specified in detail in column Nos. (2) to (7) of above Table.

The alteration and modification of the Regional Plan and the Outline Development Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon'ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning).

Panaji.

Corrigendum

36/18/39A/Notification (24)/TCP/2025/310 Date: 15-Jul-2025

In the Notification No. 36/18/39A/Notification(24)/TCP/2025/266 dated 25/06/2025, published in the Official Gazette. Series II No. 13 dated 26/06/2025, for the case referred at Sr. No. 7 of table. The details shall be read as under:

The contents of Column No. 8 shall be read as "Recommended the change of zone for an area of 63169 m2 from Orchard to Settlement and an area of 5005m2 from Orchard with No Development Slope to Settlement and an area of 6286m2 from Natural Cover to Settlement".

Other contents of the Notification shall remain the same.

Vertika Dagur, Chief Town Planner (Planning) & ex-officio Joint Secretary.

Panaji.

www.goaprintingpress.gov.in
Published by the Director, Printing & Stationary,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.
Price—Rs. 57.00

PRINTED AT GOVERNMENT PRINTING PRESS, PANAJI-GOA—119/80-7/2025.