

Panaji, 23rd October, 2025 (Kartika 1, 1947)

SERIES II No. 30

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette, Series II No. 29 dated 16-10-2025 as follows:-

- 1. Extraordinary dated 16-10-2025 from pages 999 to 1002 regarding Notifications from Department of Panchayati Raj and Community Development.*
- 2. Extraordinary (No. 2) dated 21-10-2025 from pages 1003 to 1004 regarding Notification from Department of Finance.*

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry and Veterinary Services

Notification

No. 14-9-AH/DSPCA/2025-26/4497

Date : 10-Oct-2025

Read: Notification No. 14-9-AH/AWB/2020-21 dated 17-09-2020.

Whereas, the Government of Goa had notified the District SPCA North Goa and South Goa under the Prevention of Cruelty to Animals (Establishment and Regulation of Societies for Prevention of Cruelty to Animals) Rules, 2001 and subsequently, the Managing Committee of the District SPCA North Goa and South Goa were notified vide Notification No. 14-9-AH/AWB/2020-21 dated 17-09-2020 and the same were duly registered under the Registration of Societies Act, 1980.

And whereas, Hon'ble High Court of Bombay at Goa vide Judgment dated 08-08-2025, in MCA No. 210 of 2025 of Writ Petition No. 216 of 2024, directed to elect 2 members for the post of Management Committee of the respective District Society for Prevention of Cruelty to Animals (DSPCAs) of North and South Goa.

And whereas, the following members were unanimously elected and appointed as members on Managing Committee of the DSPCA North and South Goa respectively, by the respective General Body of the Societies.

Sr. No.	Names of the DSPCAs	Names of the appointed members
1.	DSPCA North Goa	1) Mr. Vijay Mendes 2) Mr. Vijendra Gairola
2.	DSPCA South Goa	1) Mr. Louis Pereira 2) Mr. Chaitanya Malkarnekar

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

Dr. Nitin Naik, Director & ex officio Jt. Secretary (AH).

Panaji.

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

193-10/25-26/ARCS/PZ/GEN/866

Date : 19-Aug-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Nagavanti Self Help Group Co-operative Society Ltd.”, H.No 1058, Gauthan, Priol, Mardol, Goa-Goa is registered under code symbol No.- RCSPZ2025260070.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

CERTIFICATE OF REGISTRATION

“Nagavanti Self Help Group Co-operative Society Ltd.”, H.No 1058, Gauthan, Priol, Mardol, Goa-Goa has been registered on 11-08-2025 and its bears registration code symbol No. RCSPZ2025260070 and its classified as General Society under sub-classification No. 12-(e)-Self Help Group in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

Department of Industries**Notification**

3/8/2025-IND/240

Date : 21-Oct-2025

Read: Government Notification No. 3/8/2025-IND/207 dated 03-09-2025, published in the Official Gazette, Series I No. 24 dated 11-09-2025 in respect of the Project Proponent M/s. Express Machines & Scaffolding Private Limited.

In exercise of the powers conferred by sub-section (1) of Section 43 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021), the Government of Goa hereby appoints a Planning, Development and Construction Committee, consisting of the following members, for the Investment Promotion Area declared by the Government vide Notification cited above, in respect of the Project Proponent M/s. Express Machines & Scaffolding Private Limited to expand its operation by setting up of new warehouse at Loutolim Village, Salcete Taluka, South Goa District:-

(i)	Chief Secretary	—	Chairperson.
(ii)	Secretary (Industries)	—	Member.
(iii)	Director, Directorate of Industries, Trade and Commerce	—	Member.
(iv)	Chief Town Planner (Planning)	—	Member
(v)	Director, Directorate of Health Services	—	Member
(vi)	Director of Fire and Emergency Service	—	Member
(vii)	Chief Inspector of Factories and Boilers	—	Member
(viii)	Chief Electrical Engineer, Electricity Department	—	Member
(ix)	Principal Chief Engineer, Public Works Department	—	Member
(x)	Principal Chief Conservator of Forests	—	Member
(xi)	Member Secretary, Goa State Pollution Control Board	—	Member
(xii)	Member Secretary, Goa Coastal Zone Management Authority	—	Member

(xiii)	District Collector, North Goa	—	Member
(xiv)	District Collector, South Goa	—	Member
(xv)	Chief Executive Officer of the Board	—	Member Secretary

The said Committee shall exercise all the powers, such as, control or erection of building, etc. and all other powers conferred on it by the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021).

This Notification 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.

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

Porvorim.



Inspectorate of Factories and Boilers

Order

VI/FAC-3/(GOA/616)/2025-IFB/2265

Date : 21-Oct-2025

In exercise of the powers conferred by sub-section (2) of Section 65 of the Factories Act, 1948 (Central Act No. 63 of 1948) as in force in the State of Goa (hereinafter called the “said Act”), I, Shri Anant S. Pangam, the Chief Inspector, hereby exempt all of the adult workers working in the Electronics Lock Assembly Department of the factory, namely, M/s Godrej & Boyce Mfg. Co. Limited, situated at Shed No. D2-38/39, Tivim Industrial Estate, Tivim, Bardez-Goa, except the person who are holding positions of supervision or management and/or employed in a confidential position within the meaning of sub-section (1) of Section 64 of the said Act, from the provisions of Sections 51, 54 and 56 of the said Act, for a period of three years with effect from the date of publication of this Order in the Official Gazette.

Anant S. Pangam, Chief Inspector of Factories and Boilers.

Panaji.



Department of Labour

Notification

28/02/2025-LAB/Part-I/606

Date : 16-Oct-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 04/09/2025 in Case Ref. No. IT/94/1999 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/94/1999

Mr. Jose Gomes,
Rep. by the Goa MRF Employees Union,
Saidham, Dhavalimol,
Ponda-Goa.

... Workman/Party I

V/s

M/s. M.R.F. Limited,
Tisk, Usgao,
Ponda-Goa.

... Employer/Party II

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

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

AWARD

(Delivered on this the 22nd day of the month of September of the year 2025)

By Order dated 21st July, 1999 bearing No. IRM/CON-P(184)/98/3597, 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 of 14 of 1947), 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 terminating the services of Shri Jose Gomes, with effect from 17-02-1997, 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/94/1999 and the notices were hand delivered to both the Parties. Pursuant to service of notice, Party I filed his Claim Statement at Exhibit 3.

3. The Party I stated that since the formation of the Union, the Company has been attempting to disrupt the unity of the workmen employed by the Company 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 based 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 illegal termination of the Workman, Mr. Jose Gomes.

4. The Party I states that the Workman was issued a letter/charge-sheet dated 31-01-1996, which itself was illegal and untenable at law and was based totally on concocted charges solely to victimize the Workman for his union activities. The Party I states that the said Company issued Charge-sheet dated 31-01-1996, thereby alleging certain acts of misconduct against the said Workman, which (the issuance of the Charge-sheet) is illegal, invalid and untenable at law. It is alleged that the Workman along with 2 other workmen on 26-01-1996 had assaulted other Workman namely Mr. Ulhas Pednekar thereby causing grievous injuries to his face at a meeting.

5. The charge-sheet, however, did not disclose any names of the other three workmen, nor did it disclose the place or time of the assault. Apart from the bare allegation that Mr. Pednekar had grievous injuries caused to his face, no other details of whatsoever nature were given in respect of the nature of the so-called injuries. The charges mentioned in the charge-sheet did not concur with the facts mentioned therein. The misconduct alleged therein, even if proved, would not be enough to warrant the punishment of dismissal from service.

6. Thereafter, upon the receipt of the above-mentioned charge-sheet on 08-02-1996, the said Workman, by his Letter dated 10-02-1996, requested for seven days' time to file his reply. It is pertinent to note that prior to issuance of the Charge-sheet dated 31-01-1996, the said Workman was already illegally and unjustifiably suspended, vide letter dated 29-01-1996.

7. It is further pertinent to note that the said Workman and the Union repeatedly requested the said Company to furnish the copies of the documents, including the Complaint allegedly filed/furnished by the said Mr. Pednekar, which the so-called complaint was (is) the sole basis for the issuance of Charge-sheet dated 31-01-1996, but to no avail. Thereafter, the said Union became aware that Mr. Pednekar based on whose complaint the purported charges of the assault were levelled upon the said Workman and the suspension and termination arising there from got ensued, had withdrawn his complaint.

8. The Party I states that the Management did not supply a copy of the complaint made by said Mr. Pednekar despite constant request from the workman, with malafide intention, purportedly to consider the reply as unsatisfactory, and by letter dated 04-07-1996, i.e., after a gap of nearly 6 months, issued notice of inquiry to the charges of alleged misconduct to be commenced from 23-07-1996. This action of the Management severely prejudiced the Workman, as the management, since, did not withdraw the suspension forthwith after the withdrawal of the complaint by Mr. Pednekar.

9. It is pertinent to note that though Mr. Pednekar had alleged charges of assault against four persons, viz. Mr. Rohidas Naik, Mr. Jose Gomes i.e. the Workman herein, Mr. Danny Fernandes and Mr. Kissan Dessai, the enquiry was conducted only against Mr. Jose Gomes the Workman herein, Mr. Danny Fernandes and Mr. Rohidas Naik, whereas no enquiry of whatsoever nature was conducted against Mr. Kissan Dessai, on some alleged pretext that he had been terminated from his services earlier, in some other case. However, Mr. Kissan Dessai was later exonerated of all the charges levelled against him and was allowed to re-join services at a later stage by the said Company.

10. Party I further stated that, during the course of enquiry, many irregularities and discrepancies were brought to the notice of the Enquiry Officer. However, he failed to consider any of such discrepancies raised while submitting his findings to the said Company. The Enquiry Officer had deliberately ignored all the evidence placed before him by the said Workman and, in fact, went to the extent of recording that the concerned Workmen, including the said Workman, were deliberately trying to implicate Mr. Kissan Dessai. The Enquiry Officer failed to consider that the said Mr. Pednekar had made a statement admitting that he was assaulted by Mr. Kissan Dessai outside the Company's premises, which fact, in any case, takes the scope of the enquiry to be overreaching, making it perverse and invalid.

11. The Party I stated that the charge-sheet issued to him was ex-facie illegal and untenable at law. He further stated that the Enquiry Officer has conducted the enquiry devoid of the principles of natural justice.

12. The Party I states that it had served a letter dated 29-08-1996 on 30-08-1996 to the Labour Commissioner at Panaji calling for the conciliation proceedings on the Charter of Demands dated 15-02-1996 of the workmen for wage rise and better service conditions. The Workman concerned in the present dispute is also a Workman concerned/covered in the dispute/demand pending before the Labour Commissioner as on 29-08-1996.

13. The Party I states that the Party II attended the conciliation proceedings on the said Charter of Demands and even filed its reply to the justification of the Party I on the general demands on 24-10-1996. In the meanwhile, since the management was not ready to accede to the demands of the Union, the Labour Commissioner, Panaji was pleased to call for further meetings between the Management and Union. The last meeting, to the best of Union's knowledge, was held on 17-02-1996 at 3.00 p.m., for trying to conciliate and settle the dispute. The Labour Commissioner was called for the said joint meeting on 17-02-1997 vide letter dated 11-02-1997 bearing No. IRM/CON/PONDA/(104)/96/752.

14. The Party I states that the workman was dismissed on 17-02-1997, the day when the joint meeting of the Union and the Management was called by the Labour Commissioner, Panaji, to conciliate and settle the dispute on the Charter of Demands, without even waiting for the Failure Report to reach the Appropriate Government. The Government of Goa was pleased to refer the said dispute to this Hon'ble Tribunal for adjudication only on 05-06-1997 vide its Order No. ALC/PONDA/C.H.OF DEMANDS/MRF/2488.

15. Under these circumstances, it is humbly submitted that the Party II was required to seek approval of its action for dismissal under Section 33 of the Industrial Disputes Act, 1947 which it had failed to do. Therefore, its action of dismissing the Party I/Workman without seeking approval of the Conciliation Officer/Labour Commissioner is contrary to the Section 33 of the Industrial Disputes Act, 1947, hence illegal and void.

16. Party I further stated that there was no evidence supporting the charges levelled against him, and that the charges levelled did not constitute any misconduct either major, or at all and that he was prejudiced at each stage of the enquiry. He stated that his illegal termination from services was also an act of unfair labour practice under the Industrial Disputes Act, 1947. He stated that the penalty of illegal and unjust termination is grossly disproportionate to the charges on which the termination is based, and moreover, the same is discriminatory. Hence, it is prayed that the illegal termination of Party I be revoked and he be reinstated in service with full back wages.

17. In its Written Statement filed at Exhibit 4, the Party II stated that Mr. Jose Gomes was charge-sheeted vide Charge-sheet dated 31-01-1996 for alleged act of misconduct as referred to in the said charge-sheet. Thus, it is stated that these alleged acts committed by the Workman, if proved, amounts to gross misconducts under Item VI, VII, XL, LII and LIII of Clause-21 of the Certified Standing Orders of the Company/Party II, and the charges in the charge-sheet reads as under:

- Clause 21 Item VI Clause 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.*
- Clause-21 Item VII* : *Use of impolite or insulting or abusive language, assault or threat of assault, intimidating or coercion within the precincts of the Company against any supervisory staff, Workman or any other person authorised to work in the company and any such act Clause 21 Item VI: outside the premises of the Company if directly affects the discipline of the company.*
- Clause-21 Item XL* : *Making false or malicious statement public or otherwise against the Company or any employee of the Company.*
- Clause-21 Item LII* : *Any act subversive of discipline.*
- Clause-21 Item LIII* : *Instigation, incitement, abetment or furtherance of any of the above acts or omissions.*

and with which you are charged."

"it is reported against you that on 26-01-1996, at a meeting called by the Union Executive Committee for workmen of the Curing and Finishing Departments, you, along with three other workmen who were present at the meeting, severely assaulted one of our worker, Mr. Ulhas Pednekar causing grievous injuries to his face, on alleged grounds that he was found talking to one of our supervisors, Mr. Raghu Gaude, while they were on duty."

18. The Party II submits that as the charge-sheet outlines the misconduct of the Workman, the Workman has been charged with misconduct by referring to the acts on his part in the backdrop of the Certified Standing Orders. The Charge-sheet-cum-notice of enquiry also called upon the Workman to submit his reply/explanation within 48 hours of receipt of the said charge-sheet. Pending enquiry, Party I was placed under suspension vide order dated 21-09-1996 and during the suspension period, Party I was paid subsistence allowance as per the Certified Standing Orders and in terms of the settlement.

19. The Party II submits that the enquiry was initially conducted by Mr. Claudio Fernandes and subsequently by Shri Suhaas Naik and Mr. Prakash Mulgaonkar was appointed as Management Representative. The Party II submits that the workman was represented by Mr. Savio Furtardo, an office bearer of the Union, at the enquiry. The Enquiry Officer, after considering the evidence on record, submitted his findings dated 06-02-1997, holding the Party I/Workman guilty of the charges. The Party II states that the findings of the Enquiry Officer are based on the evidence on record and that the enquiry had been conducted in accordance with principles of natural justice.

20. The Party II submits that the proved misconduct established at the enquiry warranted extreme punishment of dismissal of Party I/Workman from its service. The Party II states that the punishment of termination was consequent to properly conducted enquiry and based on the proved acts of misconduct committed by the Workman.

21. The Party II submits 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 Enquiry Officer gave as one finding on the basis of which any prudent person would come to the conclusion that the Party I was guilty of the charges levelled against him. The Party II submits that the termination by way of punishment of Party I is pursuant to a charge-sheet and properly conducted enquiry by an impartial Enquiry Officer who has considered all the evidence on record and has

submitted a reasoned findings, and that the termination by way of punishment of Party I/Workman is legal and justified.

22. In its Written Statement, Party II denied that there has been large scale harassment and victimization of the union office bearers and its other members due to their legitimate trade union activities, as alleged. It is denied that there are any illegal changes in the service conditions or unjustified or unwarranted termination or charge-sheets are 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 practice. It is specifically denied that Mr. Jose Gomes was an active member of the Union.

23. It is further denied that the Workman's defence was prejudiced due to non-issuance of show-cause notice, as in any event, a reasonable opportunity was given to the Workman during the course of the enquiry to present his defence. It is denied that the Enquiry Officer erred in coming to the conclusion of guilt, as alleged, or that the Enquiry Officer failed to appreciate the evidence of the Workman, or that he was biased. It is denied that the Termination Order of the Workman was for collateral purposes or was solely to victimize the Workman for his continued allegiance to the Union, as alleged. It is denied that there has been any gross discrimination in imposing the punishment of termination of the Party I/Workman, as alleged, and hence, it is submitted that the Party I is not entitled to the relief sought in the Claim Statement and prays that the claim of the Party I/Workman may be rejected on the aforesaid grounds.

24. On completion of the pleadings, the following Issues dated 01-02-2000 were framed at Exhibit 6 by this Tribunal which reads as under:

ISSUES

1. *Whether the Party I proves that the domestic enquiry held against the workman Shri Jose Gomes is not fair, proper and impartial?*
2. *Whether the charges of misconduct levelled against the Workman Shri Jose Gomes are proved to the satisfaction of the Tribunal by acceptable evidence?*
3. *Whether the Party I proves that the Termination of service of the Workman Shri Jose Gomes is by way of victimization and unfair labour practice?*
4. *Whether the Party I proves that the Termination of services of the workman Shri Jose Gomes by the Party II w. e. f. 17-02-1997 is illegal and unjustified?*

Additional Issue No. 4A: Whether the Party II has followed the mandatory provisions of Section 33(2) (a)(b) of the Industrial Disputes Act before dismissing the Workman from the services?

5. *Whether the Workman Shri Jose Gomes is entitled to any relief?*
6. *What Award?*

25. From the issues framed hereinabove, Issue No. 1, 2 and additional Issue No. 4A have been taken up to be tried as preliminary issues and accordingly both the Parties to the proceeding led their evidence in respect of these preliminary issues, and my findings to the same with reasons are as follows:

Issue No. 1 : In the Affirmative

Issue No. 2 : In the Negative

Issue No. 4A : In the Affirmative

REASONS

26. *Issue No. 1 & 2:* It is in the evidence of Shri Ratnakar Amonkar, then Officer working for Party II as Manager (Production), that the Party I was issued with charge-sheet dated 31-01-1996. The Party I was appointed as a Trainee Operator with the Party II vide letter dated 01-03-1990 signed by the Sr. General Manager Mr. E. M. Mathai who was competent to do so. The appointment of the Party I was probationary appointment, and later on he was confirmed in the service after completion of the probation period vide Confirmation Letter dated 01-09-1991. All the corresponding letters have been identified by Shri Amonkar when they were produced in the domestic enquiry. In the said enquiry, the Company initially appointed Shri

Claudio Fernandes as an Enquiry Officer and thereafter he was replaced by Mr. Suhaas Naik, who completed the enquiry in respect of the charge-sheet issued to the Party I, which letter was signed by the General Manager, Mr. Mathai. The Management was represented by Mr. Prakash Mulgaonkar. Pending enquiry, the Party I was placed under suspension. The Plant Human Resource Manager, Mr. George Nainan, being competent, issued Notice of Enquiry dated 24-12-1996. The Party I Workman was represented by hisco-worker Mr. Savio Furtado.

27. He further deposed that on completion of enquiry, the Enquiry Officer gave his Findings dated 06-02-1997 holding the Party I guilty of the charges referred to in the charge-sheet and submitted his Findings to the Management. The Management, during the pendency of the enquiry, paid subsistence allowance to Party I in terms of provisions of the Certified Standing Orders. In his cross-examination, the Management witness Shri Amonkar denied that no fair and proper enquiry was conducted or that findings given by the Enquiry Officer are perverse. Shri Amonkar in the cross stated that the charge-sheet was sent to the Party I by registered post, so also the Suspension Order was sent to Party I by registered post, and denied that the Suspension Order was hand delivered to the Party I.

28. The Company's Witness No. 1, Mr. Ratnakar Amonkar, has further admitted certain vital facts in his cross-examination which admissions strengthens the defences taken by the Workman as regards to his termination being illegal and as an act of unfair labour practice, which exhibits clear malafide, discrimination, non-application of mind by the Enquiry Officer and the admissions reads as under.

'... In the suspension order dt. 29-1-96 what misconduct committed by the party I had not mentioned... '.

'... No document were given along with the suspension order to party I. No explanation was called on the party I in respect of suspension order... '.

'... Along with the charge sheet the copies of the document were not given to the party I... '.

'... It is not true to say that prejudice was caused to the party I because the copies of the documents were not given to him alongwith the charge sheet... '.

'... It is true to that vide letter dt. 10/2/96 the party I had requested for time to reply to the charge sheet... '.

'... It is true that by letter dt. 25-3-96 Goa MRF Employees Union had informed the party II that the person who had made the complaint against the party I had withdrawn the said complain. I am not aware if the party I had asked for the copy of the complain made by Ulhas Pednekar and that the same was not given to him. I am not aware if the copy of the complain was not given to the party I throughout the inquiry, though he had asked for the same... '.

'...It is true that Mr. Pednekar had withdrawn his complaint based on which the Party I was issued a charge sheet... '.

'... It is true that as per the complaint four persons including Kisan Dessai were involved in the incident of assaulting. I am not aware whether any enquiry was conducted against Kisan Dessai... '.

'... It is not true to suggest that it was necessary to obtain an approval before terminating services of Party I. I am not aware whether charter of demand dated 15/2/1996 was pending at the time of termination of services of Party I... '.

29. Therefore, it is the contention of the Party I/Workman that, by not providing the so-called documents based upon which the charges are levelled against him were attempted to be proved, the Enquiry Officer has clearly violated the principles of natural justice, there by rendering the entire enquiry and the purported findings resulting there from as ex-facie illegal, invalid and unjust to the said Workman. That, by not providing the relevant documents underlying to the charges levelled against the said Workman, despite the fact of the whole foundational document of the charge-sheet, being the complaint of Mr. Pednekar, was withdrawn by the Complainant himself, the Party II therefore ought to have refrained itself from going ahead with the so-called enquiry and should not have appointed the Enquiry Officer to conduct the enquiry in respect of the charges alleged in the charge-sheet based on the complaint filed by Mr. Pednekar.

30. The Party II Company, however, proceeded with the enquiry knowing fully well that the complaint on basis of which the charges were levelled in the charge-sheet had been withdrawn by the victim himself. Such act by and on behalf of the Company by the Enquiry Officer not considering the material before him and blindly going ahead with the enquiry and thereafter holding Party I guilty of the charges, is nothing but a violation and contravention of the principles of natural justice, as was exactly observed by the Hon'ble Delhi High Court recently as on **16-12-2024 in Hotel Corporation of India Limited Versus Sudesh Kumar Julka** wherein it was held “ *9.1 After examination of the entire record, the Tribunal came to the conclusion that neither copies of the documents forming basis of the charge-sheet were supplied to the respondent workman nor inspection thereof was granted to him; that neither the report of the audit team was supplied to the respondent workman nor members of the raiding team were examined during the enquiry; and that it is only through the members of the raiding team that the respondent workman could have demonstrated that the conclusions arrived at by the audit team were based on wrong facts. The learned Tribunal also observed from record that the petitioner management filed documents before the Enquiry Officer in piecemeal across repeated adjournments, in the sense that the respondent workman was called upon to admit or deny the charges and thereafter the petitioner management filed some documents and exhibited the same, after which the petitioner management sought adjournment to file more documents. Further, according to record, the Enquiry Officer directed the management to produce Sh. Vijay Dhingra and Sh. Vikas Gambhir, members of the audit raiding team as witnesses, but on the next date Sh. S.C. Bhalla was examined as a witness and he proved his report Ex. MW2/1, but a copy thereof was not supplied to the respondent workman. The said Sh. S.C. Bhalla admitted that the document Ex.MW1/5 bore certain cuttings but denied that the same were done subsequent to signatures of the respondent workman and explained that on this aspect he had verified from Sh. Vikas Gambhir and Sh. Vijay Dhingra, who were not produced before the Enquiry Officer to explain those cuttings.*

9.2 On the basis of the said infirmities, the Tribunal held that the enquiry stood vitiated and further observed in the impugned order dated 20-12-2003 that since the petitioner management had not taken any plea in her in the approval application or in the rejoinder that in case the enquiry is vitiated, it be given a chance to lead evidence on merits to prove the charges, the only issue to be examined was as to whether the management was entitled to the approval sought for, for which the matter was posted for 04.02.2004...’.

‘... 10.1 There is no denial qua the findings that neither the list of witnesses sought to be examined by the petitioner management nor even the report of the audit raiding party was supplied to the respondent workman. Both were the fundamental documents, and non-supply of copies thereof to the respondent workman was certainly a serious abrogation of jus naturale.

10.2 Of course, the strict rules of evidence would not operate in the domestic enquiry. But that does not mean that a document, that too a vital one would be allowed to be got proved through a third person, who had no personal knowledge of the events recorded in that document. Admittedly, there were cuttings on the audit raid report Ex. MW1/5, regarding which the explanation could be rendered only by the members of the audit team, namely Sh. Vikas Gambhir and Sh. Vijay Dhingra, but neither of them were examined in the enquiry. Claim of the witness Sh. S.C. Bhalla that he had enquired from Sh. Vikas Gambhir and Sh. Vijay Dhingra about those cuttings cannot be a reliable piece of evidence. Rather, it shows that despite being available, those witnesses were kept away from the witness box. Had Sh. Vikas Gambhir and/or Sh. Vijay Dhingra stepped into the witness box, the respondent workman would have been able to better establish his innocence. Thereby, the respondent workman was clearly deprived of a fair opportunity to defend himself against the charge sheet.

10.3 There is another aspect. Sh. Vikas Gambhir and Sh. Vijay Dhingra constituting the audit raiding team were the only witnesses, who could prove the audit report, describing what they found during the raid. None else, including Sh. S. C. Bhalla could have done that. But neither of those two persons was examined. It is, therefore a clear case of no legal evidence at all recorded during the domestic enquiry. In the absence of the audit report and the statement of those two star witnesses, no reasonable person can arrive at conclusion of guilt against the respondent workman. So, the finding of guilt recorded against the respondent workman by the Enquiry Officer is clearly a perverse finding...’.

'... 10.5 Then comes the question as to whether failure on the part of the respondent workman to plead victimisation at the hands of the petition ermanagement would be fatal to his case challenging the validity of the domestic enquiry. In my considered view, that cannot be so. Fair and reasonable opportunity to defend himself being a fundamental right of the every individual facing enquiry or trial, the prosecuting as well as the adjudicating authority are under a duty to ensure strict adherence to jusnaturaie whether it be a case of victimisation or otherwise... '.'

31. In the case in hand, the management witness has clearly admitted in his cross-examination that vide letter dated 25-03-1996 the Goa MRF Employees Union had informed to the Party II that the person who had made the complaint against the Party I has withdrawn the said complaint. As such, it was incumbent upon the Management to put a full stop to thesaid enquiry, however, the Management by notice dated 04-07-1996 informed Party I about the enquiry being fixed on 23-07-1996, i.e. after an unreasonable delay and gap of about 5 months, which has again caused grave prejudice to the Party I; besides, the same reflect on the conduct of the management and the enquiry itself, same being bad for delay and latches.

32. Be that as it may, regardless of whether the enquiry was ex facieillegal and violative of the principles of natural justice or not, the Party I Workman had served Letter dated 29-08-1996, on 30-08--1996, upon the Labour Commissioner, Panaji, thereby calling for the conciliation proceedings on Charter of Demands dated 15-02-1996 of the workmen, including the Party I Workman, for wage rise and better service conditions and the said Workman was also concerned in the said dispute covered under the said Charter of Demands, the then pending before the Labour Commissioner as on 30-08-1996. The Party II/Company had, in fact, attended the conciliation proceedings, on 24-10-1996, in respect of the aforesaid Charter of Demands. Since, the Party II Company was not ready to accede to the demands of the Union, the Labour Commissioner, Panaji, was pleased to call for further meetings between the said Company and the said Union and the last meeting, to the best of the knowledge, was held on 17-02-1997, for trying to conciliate and settle the dispute.

33. That the said Company did not even wait for the Conciliation Officer, the Labour Commissioner to record failure and without waiting for the Appropriate Government to receive the Report to consider the same or make reference of the dispute to this Hon'ble Tribunal, the Party II/Company dismissed the Party I/Workman on 17-02-1997. It is pertinent to note that the Government of Goa was pleased to refer the aforesaid dispute of Charter of Demand to this Hon'ble Tribunal for adjudication only on 05-06-1997. That the dismissal of the said Workman, while the aforesaid conciliation proceedings were pending before the Conciliation Officer which dismissal of the said Workman amounts to an unfair labour practice.

34. The Letter dated 10-09-1996 at Exhibit 29 is addressed by the Assistant Labour Commissioner to the Company. By this letter, the Assistant Labour Commissioner requested the Party II/Company to offer their comments on the Charter of Demands raised by the said Union of which the Party I/Workman is part and parcel. In response thereto, the representative of the Party II/Company, Mr. George Nainan, the Plant Human Resource Manager, vide its Letter dated 19-09-1996 at Exhibit 30, requested for 3 weeks' time to offer their comment to which the Assistant Labour Commissioner, vide his Letter dated 07-10-1996 at Exhibit 31, intimated to both the Parties therein that he would hold discussions and, if necessary, the conciliation proceedings under the provisions of Section 12(3) of the Industrial Disputes Act, 1947, in respect of the dispute raised by the said Workman, and the date of hearing was fixed on 14-10-1996 at 11.00 a.m. The Party I/Company, thereafter vide its Letter dated 10-10-1996 at Exhibit 32, requested time to file their comments. The Assistant Labour Commissioner, after considering the request of the Party II/Company, thereafter placed the matter for further discussions/conciliation on 24-10-1996 at Exhibit 35. On the said day, the proceedings before the Conciliation Officer reads thus.

'... the Management submitted their Written Statement on the Justification Statement given by the Union on Charter of Demands and asked for revised reasonable Charter of Demands as the Charter of Demands are raised at an increase of average of Rs. 40,000/- per employee per month and the period of settlement is effective for 2 years. The demands raised are unreasonable by any standards and further the Union has not given any reply to the Charter of Demands of the Management without which it is difficult to consider any proposals. Our

reply to both is required to continue with the discussions else we did not like to say discussion in the presence of any other than our employees, employees who are on the rolls of the Company...’.

35. Accordingly, the Minutes of Meeting were drawn at Exhibit 35 detailing the business of the day and before concluding the Minutes, the Conciliation Officer held that both the Parties have stuck up to their own stand; as such, he suggested that they should both think about their stand taken by them so as to have an amicable solution and postponed the discussions to 28-10-1996 at 11.00 a.m. The joint discussions continued on 28-10-1996 and in the Minutes of Meeting which was drawn on 28-10-1996 at Exhibit 36, the Conciliation Officer, once again, held that both the parties had stuck to their own stand as the said Union was not ready to amend their demands and the said Company was not ready to give any offer and, as such, the Conciliation Officer was pleased to close the discussion and informed both the parties to await for further report.

36. The Assistant Labour Commissioner vide its Letter dated 29-10-1996 at Exhibit 37, forwarded to the Commissioner, Labour, the Report of Failure of discussion upon the Charter of Demands sub-judice between both the parties, along with his original file for its perusal and further necessary actions thereupon. The Office of the Commissioner, Labour, vide his Letter dated 15-11-1996 at Exhibit 38, called upon the Union, the Party I/Workman, for the discussions with reference to the aforesaid report submitted before him by the Assistant Labour Commissioner.

37. The Office of the Labour Commissioner, vide his Letter dated 14-01-1997 at Exhibit 39, informed the Union of the Party I/Workman that the Hon’ble Minister for Labour wanted to explore the possibility of an amicable settlement on the whole dispute. The Office of the Labour Commissioner, vide his letter dated 11-02-1997 at Exhibit 40, called upon both the parties for a joint discussion to be held on 17-02-1997 at 3.00 p.m. in the Office of the Labour Commissioner. It is pertinent for this Hon’ble Tribunal to note that there were no further correspondences, nor was there any report or write-up produced before this Hon’ble Tribunal about the joint discussion which was proposed to be held on 17-02-1997 in the Office of the Labour Commissioner. The submission of the Failure Report to the Labour Commissioner, by the Conciliation Officer, is an internal departmental affair. Even after submission of the Failure Report, the Office of the Commissioner thought it appropriate to call upon the parties for further joint discussion. The matter did not stop at that stage and that there was an intervention by the Hon’ble Minister for Labour who too felt it appropriate to have a joint discussion with both the parties.

38. It is therefore the contention of the Party I/Workman that in the event, even assuming without admitting that the joint discussion had failed, it was incumbent upon the Conciliation Officer to submit his Failure Report to the Government but it was not done until such time the Union of the Party I/Workman preferred a Writ Petition before the Hon’ble Bombay High Court at Goa, pursuant to which the Additional Government Pleader produced on record Reference dated 05-06-1997. Thus, it is submitted that the Conciliation Officer did not send the Failure Report in view of the date being fixed for further discussions even after the Failure Report was sent by the Assistant Labour Commissioner to his Superior, i.e., the Office of the Labour Commissioner and, further, from the Office of the Labour Commissioner, the joint discussions were proposed to be held with the intervention of the Hon’ble Minister for Labour.

39. It is pertinent to note that the perusal of the Outward Register at Exhibit 46 Colly, would confirm that the File ALC/Ponda/Ch. of Demand/MRF was forwarded to the Hon’ble Labour Minister. It is also important to note that the Office of the Labour Commissioner, vide letter dated 14/01/1997 at Exhibit 39 informed the Union of the Party I/Workman that the Hon’ble Labour Minister wanted to explore the possibility of an amicable settlement on the whole dispute; therefore, it could not be said that the Failure Report was indeed sent to the Government, vide this Outward Number by the Office of the Labour Commissioner, the said submission of the Party II/Company being devoid of any substance. It is abundantly clear that the Hon’ble Labour Minister wanted to have joint discussion with both the parties and, therefore, by no stretch of imagination can it be construed that the File containing the Minutes of the Failure sent to the Hon’ble Labour Minister is the Failure Report being sent to the Government of Goa under the provisions of Section 12(3) of the Industrial Disputes Act, 1947.

40. The records speak for itself and the document to that effect shows that the Party I/Workman was dismissed on 17-02-1997 and the Outward Register seems to suggest that the so-called Failure Report was forwarded on 04-06/1997. Thus, it is clear from the records that the services of the Party I/Workman were terminated when the matter was sub judice for conciliation before the Conciliation Officer; therefore, the Party I/Workman, through oral as well as documentary evidence, was able to prove his defence of the Party II/Company having clearly violated there quirements prescribed under the provisions of Section 33 of the Industrial Disputes Act, 1947.

41. The Party I/Workman, in support of his amended pleading, has examined his next witness Shri Rohidas Naik wherein he highlighted the relevant and material facts pertaining to the conciliation proceeding before the Labour Commissioner. The said witness Shri Rohidas Naik stood by his testimony in the cross-examination to support and substantiate the defence of the Party I/Workman as regards to the Party II/Company violating the mandatory provisions of the Section 33 of the Act in addition to oral testimony and documentary evidence on record, the Party I/Workman has placed reliance in the case of **Jaipur Zila Sahadari Bhoomi Vikas Bank Ltd., V/s Ram Gopal Sharma and Others [(2002) 2 SCC 244]**.

42. Therefore the ratio laid down in the case of **Jaipur Zila Sahadari Bhoomi Vikas Bank Ltd. (Supra)** has come to the rescue of this Workman. The Party I/Workman has been able to establish that his termination was illegal as the same was done pending the Charter of Demands, in which Charter of Demands he too was a concerned Workman. Therefore, the Party II ought to have refrained from taking any action pending such conciliation in view of Section 33(2) (b) of the Industrial Disputes Act, 1947. Therefore the question of violation of Section 33(1) of the Industrial Disputes Act, 1947 requires to be considered in the light of the relevant statutory provisions. Section 33 of the Industrial Disputes Act, sub-section (1) reads as under:

“33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.- (1) During the pendency of any conciliation proceeding before [an arbitrator or] a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute”.

43. Furthermore, as per the ratio laid down in **Lokmat Newspaper Pvt. Ltd. v/s Shankar Prasad (1999) 6 SCC** it is but obvious that the impugned termination of the said Workman on 17-02-1997, amounts to unfair labour practice. The relevant portion is reproduced which read thus.

‘... (19) NOW it must be stated that the impugned termination order was passed against the respondent-workman on 22-06-1982. Within three days thereof, the respondent raised an industrial dispute by filing a complaint under Section 28 of the Maharashtra Act alleging that the impugned termination order amounted to unfair labour practice. Before the impugned termination order was passed by the management, it had already served a notice under Section 9-A of the I. D. Act to there spondents union to the effect that it proposed to introduce a change in the conditions of service of the respondent and other members of the union on the ground that it was proposing to rationalise the printing work at the appellants concern at Nagpur by setting up photo-type machine for carrying out the work of composing, resulting in substantial reduction in the work of composing by hand. It may be stated that the respondent was employed as a foreman in the hand-composing department of the appellant at the relevant time. The respondents union objected to the said notice of change and approached the Conciliation Officer under Section 12(1) of the I.D. Act which reads as under:-

12. Duties of Conciliation Officers.- (1) Where an industrial dispute exists or is apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under Section 22 has been given shall, hold conciliation proceedings in the prescribed manner.&

(20) THE Conciliation Officer took the dispute in conciliation within his discretion even though as appellants concern was not a public utility service it was not mandatory for the Conciliation Officer to start conciliation proceedings. As the report of the Conciliation Officer submitted to the State government shows, he

invited the management and the respondents union for preliminary discussions on 14-4-1982 in his office and thereafter the matter was adjourned during conciliation from time to time.

(21) IT can therefore, be said that by 14-04-1982 the matter was taken up for investigation and thus the conciliation proceedings had commenced. It is also well established on the record of the case that the parties could not come to any settlement with the result that on 22-06-1982 the investigation was closed by the Conciliation Officer at 4.35 p.m. at Nagpur. Immediately thereafter, the Appellant passed the impugned order of termination against the respondent and others on the very same day i.e. on 22-6-1982 at 5.00 p.m. The said order was placed on the notice board of the appellants office at Nagpur on the evening of that day. It is not in dispute between the parties that thereafter the Conciliation Officer submitted his report to the government which reached the State government on 13-8-1982.

(22) ON the aforesaid facts, the question arises whether the impugne dtermination order dated 22-6-1982 was passed during the pendency of the conciliation proceedings. It is not in dispute between the parties that before passing such an order no express permission in writing was obtained by the appellant from the Conciliation Office. The Labour court/the Industrial court and the learned Single Judge of the High court have taken the view that because investigation was closed by the conciliator by 4.35 p.m. on 22-6-1982, immediately thereafter the conciliation proceedings could be said to have ended and were not pending before him. Consequently at 5.00 p.m. on that very day when the appellant issued the impugned order, it did not violate Section 33 of the I. D. Act. While, on the other hand, the division bench of the High court in the impugned judgment has taken the view that merely because the conciliator closed the investigation in the evening of 22-6-1982 till he prepared his report as per Section 12(4) of the I. D. Act and till that report reached the government, conciliation proceedings were deemed to have continued and had not got terminated till 13/08/1982 and as in the meantime on 22-6-1982, the impugned termination order was passed without following the procedure of Section 33(1 of the I.D. Act it got vitiated in law.

(23) UNDER these circumstances, a moot question arises whether the impugned retrenchment order was passed on 22/6/1982 during the pendency of conciliation proceedings. It cannot be disputed that the impugned order was directly connected with the matter in dispute before the Conciliation Officer wherein the question of legality of notice under Section 9-A of the I.D. Act was under consideration for the purpose of arriving at any settlement between the parties in this connection. The impugned order had definitely altered to the prejudice of the responden this conditions of service. It was not a case of retrenchment simpliciter but was a consequential retrenchment on the introduction of the scheme of rationalisation as contemplated by Section 9-A read with Schedule IV item No. 1 of the I.D. Act.

(24) WE shall refer to these provisions in greater detail later on while considering the question of legality of notice under Section 9-A of the I. D. Act. For the time being, it is sufficient to note that the question of violation of Section 33(1 of the I. D. Act has a direct nexus with the further question whether on 22/6/1982 when the impugned termination-order was passed, conciliation proceedings were pending before the authority or not.

(25) IN order to answer these questions, it is necessary to note Ss. (4) of Section 12 of the I.D. Act which reads as under:

(4) If no such settlement is arrived at, the conciliation officer shall, as soon as practicable after the close of the investigation, send to the appropriate government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement there of, together with a full statement of such facts and circumstances, and the reasons on account of which, in his opinion, a settlement could not be arrived at. A mere look at this provision shows that if the Conciliation Officer finds during conciliation proceedings that no settlement is arrived at between the disputing parties, then after closing the investigation he has, as soon as practicable, to send to the appropriate government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and has also to mention all other details as required to be mentioned in the report under Section 12(4 of the I.D. Act.

(26) THE aforesaid statutory requirements leave no room for doubt that after closing the investigation and after having arrived at the conclusion that no settlement is possible between the parties, the Conciliation

Officer has to spend some more time before submitting his detailed written report about failure of consideration for information and necessary action by the State government. In the very nature of things, therefore, such requirement will take at least a couple of days, if not more, for the conciliator after closing the investigation to enable him to send an appropriate report to the State government. It is, therefore, obvious that on 22-6-1982 when by 4.35 p.m. the Conciliation Officer declared that settlement was not possible between the parties and he closed the investigation, neither his statutory function did not come to an end nor did he become functus officio. His jurisdiction had to continue till he submitted his report as per Section 12(4) to the appropriate government. Even such preparation of the report and sending of the same from his end to the appropriate government would obviously have taken at least a few days after 22/6/1982. It must, therefore, be held that the conciliator remained in charge of the conciliation proceedings at least for a couple of days after 22-6-1982. It is, therefore, difficult to appreciate how within half an hour after the closing of investigation by the conciliator and before his getting even a breathing time to prepare his detailed written report about failure of conciliation to be sent to the government as per Section 12(4), the appellant could persuade itself to presume that conciliation proceedings had ended and, therefore, it was not required to follow the procedure of Section 33(1) and straightaway could pass the impugned order of retrenchment within 25 minutes of the closing of the investigation by the conciliator on the very same day. It is difficult to appreciate the reasoning of the Labour court that after the closer of investigation the conciliator became functus officio and the management could not have approached him for express written permission to pass the impugned order. It is easy to visualise that even on the same day i.e. on 22/6/1982 or even on the next day, before the conciliator had time even to start writing his report, such an express permission could have been asked for by the appellant as the conciliator by then could not be said to have washed his hand off the conciliation proceedings. He remained very much seized of these proceedings till at least the time the report left his end apart from the further question whether conciliation proceedings could be said to have continued till the report reached the State government. Thus, on the express language of Section 12(4) the conclusion is inevitable that closer of investigation by 4.35 p.m. on 22/6/1982 did not amount to termination of conciliation proceedings by that very time. The argument of learned counsel for the appellant was that closer of investigation automatically amounted to termination of conciliation proceedings. This argument proceeds on a wrong premise that closer of investigation by the conciliator is the same as closer of conciliation proceedings. The legislature while enacting Section 12(4) has deliberately not used the words closer of conciliation but, on the contrary, provided that after closer of investigation something more was required to be done by the conciliator as laid down under Section 12(4) before he can be said to have done away with conciliation proceedings earlier initiated by him. On this conclusion alone the decision rendered by the division bench of the High Court that the impugned order of termination dated 22-6-1982 was issued by the appellant without following the procedure of Section 33(1) of the I.D. Act has to be sustained....’.

44. The Ld. Adv. Shri S. B. Karpe, appearing for Party II in support of their defence on the issue of alleged violation of Section 33, placed reliance in the case of **East Asiatic & Allied V/s Shelke (B.L.) (1961 ILLJ162 Bom)**, **Ambuja Cement V/s U B Group**, **Gopinath Daulat Dalvi V/s State of Maharashtra**, **Suresh Vithoo Nare V/s Dharamsi Morarji Chemicals 1991 Lab. I.C. 1932 Bom**, and **VIP Industries Shramik Sangh V/s. VIP Industries Ltd. MANU/MH /1929/ 2024**.

45. Relying on the ratios in the citations above, Ld. Adv. Shri S. B. Karpe submitted that unless the Conciliation Officer applies his mind and decides to enter in conciliation, the conciliation cannot be said to have commenced.

46. The above contention of Ld. Adv. Shri S. B. Karpe is contrary to the records produced on the record by the Party I Workman, which duly supports the defence taken by him as regard to his termination being illegal and in contraventions to the provisions of Section 33. The same is duly supported by the ratio in the case of **Lokmat Newspaper Pvt. Ltd.(Supra)**, as the provisions of Section 33 (2) (b) has been settled in the case of Lokmat (Supra), the same being later in time than the ones relied upon by the Party II. Hence, it is the contention of the Party I/Workman that the facts in question and the provisions of law involved in the case of Lokmat (Supra) are the same as in the present reference. Therefore, it directly applies to the case in hand, giving no room to this Tribunal to deviate from the ratio laid down in the citation above.

47. That, except a mere submission being made “ that unless the Conciliation Officer applies his mind and decides to enter in conciliation, the conciliation cannot be said to have been commenced” there is nothing produced by the Management. Nor could the management discard the evidence adduced by the Party I Workman, which clearly indicates his termination pending the conciliation proceedings sans the Failure Report clearly showing that the termination was prior to submitting the Failure Report to the Government of Goa. Be that as it may, there has been a clear admission on record by the Management witness Shri Ratnakar Amonkar as regards to the Party II/Company having received the notices of hearing for conciliation, and the Party II, in turn, having responded to those notices.

48. Thus, this is a clear case of violation of mandatory provisions of Section 33 (2) (b) of the Industrial Disputes Act, 1947. Hence, the ratio in the case of Jaipur Zila would be squarely applicable to the present reference, wherein it is held “Amendments to Section 33 of the Industrial Disputes Act, 1947 in the year 1956 were made at a time when no remedy under the Industrial Disputes Act, 1947 was available to the individual workman to challenge the termination of his employment. At that time, the dismissal of an individual workman could form the subject-matter of an industrial dispute only if it was espoused by the fellow workmen. In those days, dismissal of workmen who actively participated in raising an industrial dispute which was not uncommon. In order to obviate this contingency, Section 33 imposed an obligation on the employer to seek approval or permission for the dismissal of any workman to be effected during the pendency of an industrial dispute. Apart from imposing an obligation on the employer to file such an application, in order to protect the workman against any termination which might be made without seeking approval or permission, Section 33-A was enacted creating a right in favour of the aggrieved workman to file a complaint which will be dealt with like adjudication of an industrial dispute. In other words, a right which was not available to the individual workman to approach the Labour Court or Tribunal for adjudication of a dispute relating to his dismissal was conferred by Section 33-A.”

49. The Supreme Court in the case under review has ruled that failure to apply for approval by the employer would make the order of dismissal inoperative and that the workman may get wages and other benefits. It was also held that even if the application for approval is granted by the Authority, still the aggrieved could make a complaint under Section 33-A challenging the approval. It is to be considered whether an interpretation can be placed on Section 33 to the effect that even without judicial declaration about the validity of the order of dismissal, as a result of the failure to seek approval or permission, the workman could straight away proceed on the footing that the dismissal is invalid and inoperative and work out his rights for recovery of wages and other benefits. The case law placed before the Supreme Court does not support the present ruling. In order to dispel any doubt in the minds of the litigants and the lower courts, it may be clarified that no dismissed workman can claim the relief of reinstatement without a declaration by a competent court that the order of termination is not valid and no punitive order of termination be interfered without any technical grounds, if such an order is otherwise justified on merits.

50. The Party I/Workman thus have successfully discharged his burden to prove that the domestic enquiry held against him was not fair and proper, and the same was not free from bias from the Management side. Hence, the Issue No. 1 stands answered in the affirmative in favour of the Workman/Party I.

51. Similarly, the charges levelled in the charge-sheet on the basis of the complaint, and the complaint thereafter being withdrawn, as such there was no basis for the Enquiry Officer to proceed with the enquiry in the absence of any allegations, the same being withdrawn. Hence, by no stretch of imagination it can be held the Issue No. 2, the burden of which appears to be on the Management, and the Management having failed to discharge the same, this Issue stands answered in the negative.

52. Additional Issue No.4A: While discussing the Issue Nos. 1 and 2, this Tribunal has taken into consideration all the sequential events to show that the Employer/Party II has violated the mandatory provisions of the Industrial Disputes Act, 1947. Thus, this is a fit case where the ratio laid down in the case of Jaipur Zilla squarely applies, leaving no room for any further prolonged litigation but to put a full stop to the entire reference by applying the ratio laid down in the case of Jaipur Zilla (Supra).

53. It is pertinent to note that in the case of **Jaipur Zila (Supra)** while referring to the case of *Strawboard Mfg. Co. v. Govind*, the Hon'ble Apex Court observed that "the application for approval was rejected by the Tribunal". Dealing with the consequence of such rejection, the Supreme Court held that "If the Tribunal does not approve of the action taken by the employer, the result would be that the action taken by him would fail and there upon the workman would be deemed never to have been dismissed or discharged and would remain in the service of the employer. In such a case no specific provision as to reinstatement is necessary and by the very fact of the Tribunal not approving the action of the employer, the dismissal or discharge of the workman would be of no effect and the workman concerned would continue to be in service as if there never was any dismissal or discharge by the employer.

54. Considering this observation, this Tribunal is of the opinion that no further purpose will be served if this Tribunal proceeds to pass the Part Award on the preliminary issues only and keeps the reference alive for holding an enquiry on other issues when the termination of the Party I/Workman itself is illegal, the same being in violation of provisions of Section 33 (2) (a) (b) of the Industrial Disputes Act, 1947.

Hence, the final Order.

ORDER

- i. It is held that the action of the Management of Party II/M/s. MR.F. Limited, Usgao, Ponda-Goa in terminating the Workman/Mr. Jose Gomes is illegal and unjustified and consequently, the Party II is hereby directed to re-instate in service the Party I/Workman, Mr. Jose Gomes with full backwages from 17-02-1997.
- ii. No order as to cost.
- iii. Inform the Government accordingly.

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

Panaji.



Department of Law & Judiciary

Law (Establishment) Division

Order

2-2-2020-LD (Estt.)/Part-I/2775

Date : 17-Oct-2025

On the recommendation of the Goa Public Service Commission (GPSC) as conveyed vide their letter No. COM/II/11/55(1)/2017/253 dated 08-10-2025, the Government is pleased to promote the following Civil Registrar-cum-Sub Registrars to the post of District Registrar in Registration Department, "Group A" Gazetted Officers, on regular basis in the Pay Level 10 and other allowances to be fixed, as per rules with immediate effect:

1. Dr. Gouresh Gurudas Bugde; and
2. Shri Mahesh Ramesh Prabhu Parrikar.

The above Officers shall be on probation for a period of two years.

Consequent upon their promotion, they shall continue to work at the place where they are presently posted.

The expenditure towards the Salary and other allowances shall be debited under the Demand No. 10, Budget Head 2030—Stamps and Registration; 03—Registration; 001—Direction and Administration; 01—Superintendence; 00—General; 01—Salaries. The promoted Officers shall exercise their option for fixation of the pay in the promotional grade in terms of FR 22 (I) (a) (1) within a period of one month from the date of their promotion as District Registrar. The option once exercised shall be final.

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

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

Porvorim.

Order

2-3-2020-LD (Estt)/Part-I/2796

Date : 21-Oct-2025

On the recommendation of the Goa Public Service Commission (GPSC) as conveyed vide their letter No. COM/II/11/55(2)/2015/254 dated 08/10/2025, the Government is pleased to promote the following Head Clerk/Upper Division Clerks to the post of Civil Registrar-cum-Sub Registrar on regular basis, Group 'B' Gazetted Officers, in the Pay Level-7 (Rs. 9,300 - 34,800 + Grade Pay Rs. 4,600/-) and other allowances to be fixed as per rules with immediate effect:

Sr. No.	Name of the Official
1	Smt. Rama L. Malik
2	Smt. Perpetua Cruz (ST)
3	Smt. Malini P. Sawant

The above Officers shall be on probation for a period of two years, from the date of joining.

Salary shall be drawn against Budget Head 2030—Stamps and Registration; 03—Registration; 001—Direction and Administration; 02—District Charges; 00—General; 01—Salary under Demand No. 10. She/He shall exercise her/his option for fixation of the pay in the promotional grade in terms of FR 22 (I) (a) (1) within a period of one month from the date of their promotion as Civil Registrar-cum-Sub Registrar. The option once exercised shall be final.

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

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

Porvorim.

**Department of Personnel****Order**

15/18/2023-PER/3121

Date : 09-Oct-2025

Consequent upon the marriage of Smt. Meeksha N. Naik, Block Development Officer, Pernem with Shri Omkar Naresh Manjrekar registered in the Office of the Civil Registrar, Bardez, Mapusa-Goa under Certificate of Marriage No. MR-BAR-810-2024, her name "Meeksha Nagesh Naik" stands changed to "Meeksha Omkar Manjrekar".

Henceforth, her name in all official records/purpose shall be as per above changes.

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

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

Porvorim.

**Department of Town and Country Planning****Notification**

36/18/39A/Notification (15F)/TCP/2025/618

Date : 22-Oct-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 and Outline Development Plan of Vasco Da Gama Planning Area 2030 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.	Prestige Acres Private Limited rep. by Mr. Kishor Kumar Kadrolkar	130/1	Sancoale, Mormugao	Partly Residential (S-2) (61601m2), Partly Transport/ warehousing & communication (24574m2) Total Area (86175)	Transport/ warehousing & communication to Settlement	24574	Approved for change of zone.
2.	Prestige Acres Private Limited rep. by Mr. Kishor Kumar Kadrolkar	131/1	Sancoale, Mormugao	Partly Transport/ warehousing & communication (8864m2) Partly S-2 Zone (10186m2) Total Area (19050)	Transport/ warehousing & communication to Settlement	8864	Approved for change of zone.
3.	Bhumi Developers Pvt. Ltd.	59/1 (Part)	Arvalem, Bicholim	Playground Total Area (86517)	Settlement Zone	26610	Approved for change of zone.
4.	Mandrem Hotels Pvt. Ltd.	201/0	Mandrem, Pernem	Partly Orchard (25,630m2) Partly Orchard with No Development Slope (2,487m2) Total Area (28117)	Settlement Zone	28117	Approved for change of zone an area of 25630m2 from orchard to Settlement 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(11)/TCP/2024/53 dated 26-11-2024, published in the Official Gazette, Series III No. 35 dated 28-11-2024 (as regards proposals at Sr. No. 1);
- (ii) Vide Notification No. 36/18/39A/Notification(8)/TCP/2024/35 dated 05-11-2024, published in the Official Gazette, Series III No. 32 dated 07-11-2024 (as regards proposals at Sr. No. 2);
- (iii) Vide Notification No. 36/18/39A/Notification(27)/TCP/2025/323 dated 16-07-2025, published in the Official Gazette, Series III No. 16 dated 17-07-2025 (as regards proposals at Sr. No. 3);

- (iv) Vide Notification No. 36/18/39A/Notification(14)/TCP/2024/67 dated 31-12-2024 read with corrigendum 36/18/39A/Notification(14C)/TCP/2024/68 dated 03-01-2025, published in the Official Gazette, Series III No. 40 dated 02-01-2025 (as regards proposals at Sr. No. 4); 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 in its 211th meeting held on 15-01-2025 and Sr. No. 2 in its 210th meeting held on 30-12-2024, Sr. No. 3 in its 218th meeting held on 12-09-2025 and Sr. No. 4 in its 213th meeting held on 07-03-2025 and 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.