

Panaji, 04th December, 2025 (Agrahayana 13, 1947)

SERIES II No. 36

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are seven Extraordinary issues to the Official Gazette, Series II No. 35 dated 27-11-2025 as follows:

- 1. Extraordinary dated 28-11-2025 from pages 1209 to 1210 regarding Trade Circular from Department of Finance.*
- 2. Extraordinary (No. 2) dated 29-11-2025 from pages 1211 to 1216 regarding Order and Notifications from State Election Commission, Goa.*
- 3. Extraordinary (No. 3) dated 29-11-2025 from pages 1217 to 1218 regarding Order from Department of Finance.*
- 4. Extraordinary (No. 4) dated 29-11-2025 from pages 1219 to 1222 regarding Orders from State Election Commission, Goa.*
- 5. Extraordinary (No. 5) dated 29-11-2025 from pages 1223 to 1228 regarding Orders and Notification from State Election Commission, Goa.*
- 6. Extraordinary (No. 6) dated 01-12-2025 from pages 1229 to 1230 regarding Corrigendum from State Election Commission, Goa.*
- 7. Extraordinary (No. 7) dated 04-12-2025 from pages 1231 to 1232 regarding Corrigenda from State Election Commission, Goa.*

GOVERNMENT OF GOA

Department of Civil Supplies and Consumer Affairs

Order

No. DCS/ENF/ATF/2025-26/3130

Date : 21-Nov-2025

In pursuance to Clause 8 of the Aviation Turbine Fuel (Regulation of Marketing) Order, 2001, issued by the Ministry of Petroleum and Natural Gas, Government of India, New Delhi, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (i) vide notification No. G.S.R. 241 (E) dated 31st March, 2001, the Government of Goa hereby authorizes the following Officers for the purpose of Clause 8 of the said Order within their specified jurisdiction:-

1. The Assistant Director of Civil Supplies and Consumer Affairs posted in Enforcement Section/Flying squad within the State of Goa.
2. The Assistant Director of Civil Supplies and Consumer Affairs of Taluka within their respective jurisdiction.
3. Superintendent of Police within their respective jurisdiction.
4. Deputy Superintendent of Police within their respective jurisdiction.
5. Mamlatdar of Taluka within their respective jurisdiction.

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

Sanjiv M. Gadkar, IAS, Secretary (Civil Supplies and Consumer Affairs).

Panaji.

Department of Fisheries

Directorate of Fisheries

Order

No. DF/ADMN/DEP/FISH/VOL.I/88/3910

Date : 11-Oct-2025

In pursuance to Clause 5 of the Right to Information Act, 2005 (hereinafter referred to as “the said Act”) the following officer/officials are hereby appointed as Assistant Public Information Officer for the Directorate of Fisheries to deal with the applications received from the public under the said Act.

Sr. No.	Name and designation of the Assistant Public Information Officer	Name & designation of the Link Assistant Public Information Officer	Jurisdiction
1.	Smt. Ashwini Dessai, Lower Division Clerk General Branch	Shri Ankush Shirodkar, Fisheries Surveyor	State of Goa
2.	Smt. Sonia Amar Naik, Lower Division Clerk Aquaculture & Marketing Section	Kum. Shenian Coutinho, Fisheries Surveyor	State of Goa
3.	Smt. Prajakta A. Haldankar, Lower Division Clerk Enforcement & Offshore	Shri Jatin Shirodkar, Fisheries Surveyor	State of Goa
4.	Shri Ganpat Chari, Net Mending Instructor Fisheries Training Centre	Smt. Sharvi Naik, Junior Technician	State of Goa
5.	Shri Damodhar Kalangutkar, Lower Division Clerk North Block	Smt. Seema Dessai, Fisheries Surveyor	State of Goa
6.	Shri. Gaston Silva, Lower Division Clerk South Block	Smt. Nishi Naik, Fisheries Surveyor	State of Goa
7.	Smt. Canira Raicar, Lower Division Clerk Central Block	Smt. Saily Madkaikar, Fisheries Surveyor	State of Goa
8.	Shri Ashutosh Kerkar Establishment Section	Smt. Anita Madkaikar, Lower Division Clerk	State of Goa
9.	Shri Palhavi Dangui, Upper Division Clerk Accounts Section	Kum. Frida Barreto, Lower Division Clerk	State of Goa
10.	Shri Nath Bhagat, Statistical Assistant Planning & Statistic	Smt. Priyanka Nayak, Investigator	State of Goa

The Assistant Public Information Officer shall on receipt of the applications for information or appeal under the RTI Act forwarded the same forthwith to the Public Information Officer, as required under sub-section (1) of Section 7.

The Public Information Officer shall on receipt of a request under Section 6 as expeditiously as possible and in any case within thirty days of the request, either provides the information on payment of such fees as may be prescribed or reject the request for any of the reasons of the specified under Section 8 & 9.

The Dy. Director of Fisheries (General & Aquaculture) will be the First Appellant Authority for General Branch, South Zone, Central Zone and Offshore/Enforcement Section under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer.

The Dy. Director of Fisheries (Enforcement/Offshore) will be the First Appellant Authority for Aquaculture/Marketing, Fishermen Training Centre/Ela/Keri Farms and North Zone under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer.

The Dy. Director of (Admn.) will be the First Appellant Authority, Establishment and Accounts Section under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer.

The Dy. Director of (Planning & Statistic) will be the First Appellant Authority for Planning & Statistics, under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer.

This supersedes all earlier RTI order.

Dr. *Shamila Monteiro*, Director of Fisheries.

Panaji.

Department of Forest

Order

No. 4/4/2024-FOR/316

Date : 25-Nov-2025

Government is pleased to order transfer and posting of following Officer of Goa Forest Department, with immediate effect, in public interest:-

Sr. No.	Name of Officer and current posting	Transferred as/additional charge
1.	Shri Vishwanath Pingulkar, Assistant Conservator of Forest, Principal, Goa State Forest Training School, Valpoi with additional charge of Zoo Manager, Bondla	Assistant Conservator of Forests at Sub Divisional Forest Office, Mapusa with additional charge as Principal, Forestry Training Institute, Valpoi and additional charge of Zoo Manager, Bondla.

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

Sitaram Gurudas Sawal, Under Secretary (Forests).

Porvorim.

Goa Legislature Secretariat

Order

LA-ADMN-2025-2846

Date : 25-Nov-2025

In pursuance of Rule 4(2) of the Goa Legislature Secretariat (Recruitment and Conditions of Service) Rules, 1988, the Governor in consultation with the “BOARD” is pleased to promote Smt. Maria Celestina Sequeira, Chief Reporter of the Goa Legislature Secretariat to the post of Editor of Debates, Legislature, Group “B” (Gazetted) in the Pay Matrix Level-7, with effect from 25th November, 2025 (f.n.) on regular basis.

2. The said promotion is made against the post of Editor of Debates caused due to retirement of Smt. Lavina Andrade, Editor of Debates on superannuation.

3. The pay of Smt. Maria Celestina Sequeira, shall be fixed as per the rules.

4. The expenditure on account of this be debited to the Budget Head “2011—Parliament/State/U.T. Legislature; 02—State/U.T. Legislature; 103—Legislative Secretariat; 01—Legislature Secretariat of State; 00—General; 01—Salaries.”

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

Mohan J. Gaonkar, Joint Secretary, Legislature.

Porvorim.



Department of Industries

Notification

No. 3/23/2021-IND/266

Date : 26-Nov-2025

In exercise of the powers conferred by sub-section (1) of Section 3 and Section 4 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021) and in supersession of the Government Notification No. 3/23/2021-IND/256 dated 17-11-2023, the Government of Goa hereby re-establishes the Goa Investment Promotion and Facilitation Board consisting of the following, namely:-

(i)	Chief Minister of Goa	—	Chairperson, ex-officio
(ii)	Minister for Industries	—	Vice-Chairperson, ex-officio
(iii)	Minister for Finance	—	Ex-officio member
(iv)	Chairman, Goa Industrial Development Corporation	—	Ex-officio member
(v)	Chief Secretary	—	Ex-officio member
(vi)	Secretary (Industries)	—	Ex-officio member
(vii)	Secretary (Environment)	—	Ex-officio member
(viii)	Secretary (Town and Country Planning)	—	Ex-officio member
(ix)	Secretary (Tourism)	—	Ex-officio member
(x)	Secretary (Revenue)	—	Ex-officio member
(xi)	Secretary (Power)	—	Ex-officio member
(xii)	Shri Shrinivas V. Dempo, nominee, Goa Chamber of Commerce and Industry (GCCCI)	—	Member
(xiii)	Shri Pradip Da Costa, nominee, Goa State Industries Association (GSIA)	—	Member
(xiv)	Shri Arjun Chowgule, nominee, Confederation of Indian Industry (CII) Goa	—	Member
(xv)	Shri Jack Ajit Sukhija, nominee, Travel and Tourism Association of Goa (TTAG)	—	Member
(xvi)	Shri Mangirish Salelkar, nominee from Goa Technology Association (GTA)	—	Member
(xvii)	Shri Rajkumar Kamat	—	Member
(xviii)	Chief Executive Officer, Goa Investment Promotion and Facilitation Board	—	Member Secretary

This Notification shall come into force with immediate effect.

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

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

Porvorim.

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Department of Labour

Notification

No. 28/02/2025-LAB/Part-II/649

Date : 17-Nov-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 16-10-2025 in Case Ref. No. C-IT/09/1997 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.: C-IT/09/1997

Mr. Prakash Gaonkar,
C/o. Mr. Francis Rodrigues,
Par, Khandepar,
Ponda-Goa.

... Complainant/Applicant

V/s

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

... Opponent(1)

2. Mr. E. M. Mathai,
Sr. General Manager,
M/s. MRF Ltd.,
Ponda-Goa.

... Opponent(2)

Workman/Party I represented by Learned Adv. Shri. P. Agrawal.

Employer/Party II (1) & (2) represented by Adv. Shri S. B. Karpe along with Adv. Ms. S. Vaigankar.

AWARD

(Delivered on this the 16th day of the month of October of the year 2025)

The present Complaint has been filed by the Applicant/Party I under Section 33A of the Industrial Disputes Act, 1947. The Opponent/Party II is the Employer of the Applicant/Party I.

2. The Applicant was issued a charge-sheet dated 26/09/1996 for his habitual and unauthorized absenteeism which according to the Opponent was a misconduct under Item XXV and LII of Clause 21 of the Certified Standing Order of the Company which reads as:

- Clause 21 Item XXV : Habitual absence without leave or absence without leave for more than 8 consecutive days or overstaying sanctioned leave without satisfactory explanation.
- Clause 21 Item LII : Any act subversive of discipline.

3. Upon receipt of the Complaint from the Complainant/Party I, the same was registered as C-IT/09/1997 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, the Opponent/Party II filed its Reply at Exhibit 4 objecting the complaint of the Party I/Workman.

4. The Complainant/Party I in brief as stated in the complaint is 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 and 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 termination of the Workman, Mr. Prakash Gaonkar.

5. The Party I states that the Workman was issued a letter/charge-sheet dated 26/09/1996, 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 Complainant/Party I states that the Opponent/Company issued Charge-sheet dated 26/09/1996, thereby alleging certain acts of misconduct against the Complainant/Workman, which according to the Complainant/Party I is illegal, invalid and untenable at law was based totally on concocted charges to victimize him for his bonafide Union activities.

5. Complainant/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 Opponent/ Company. It is submitted that the inquiry was conducted in undue haste. The Complainant/Party I was called upon to examine management witness in absence of his defense representative. The inquiry was closed without following the principles of natural justice despite several request made by the Complainant. The Complainant/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.

6. The Complainant states that his union i.e. the Goa MRF Employees Union 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 Demand 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 30/08/1996.

7. The Complainant/Party I states that the Opponent/Party II attended the conciliation proceedings on the said Charter of Demands and even filed its reply to the justification of the Complainant/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 of Panaji was pleased to call for further meetings between the management and the 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.

8. The Complainant/Party I states that he was dismissed on 28/10/1996 while proceedings before the Assistant Labour Commissioner, Ponda were still pending and the Failure Report in the said conciliation proceedings on the general demands were not been sent or received by 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.

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

10. The Complainant/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 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 the Complainant/Party I be revoked and he be reinstated in service with full back wages.

11. In its Written Statement filed, the Opponent/Party II submitted that Mr. Prakash Gaonkar was charge-sheeted vide Charge-sheet dated 26/09/1996 for alleged act of misconduct as referred in the said charge-sheet. Thus, it is stated that these alleged acts committed by the Workman, if proved, amounts to gross misconduct under Item XXV and LII 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 XXV : Habitual absence without leave or absence without leave for more than 8 consecutive days or overstaying sanctioned leave without satisfactory explanation.

Clause 21 Item LII : Any act subversive of discipline.

12. As the charge-sheet outlines the misconduct of the Complainant/Workman, the Workman has been charged with misconduct by referring to the acts on his part in the backdrop of the Certified Standing Orders.

13. According to the Opponent/Party II, the enquiry was conducted in the accordance with the principles of natural justice and that the Enquiry Officer, after considering the evidence on record, submitted his findings dated 26/10/1996 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 the principles of natural justice.

14. The Opponent/Party II submits that in view of gravity of proved misconduct as well as on account of past record of the Complainant, the Management dismissed the Complainant/Party I vide letter dated 28/10/1996 as the enquiry established warranted extreme punishment of dismissal of the Complainant 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 Complainant.

15. The Opponent/Party II submits that the enquiry was fair and proper and was conducted in accordance with the principles of natural justice. The Complainant was given every opportunity to defend himself and only after appreciating the evidence on record, the Enquiry Officer gave a reasoned finding on the basis of which any prudent person would come to the conclusion that the Complainant/Party I was guilty of the charges leveled against him. The Opponent/Party II submits that the termination by way of punishment of the Complainant/Party I is pursuant to the charge-sheet and properly conducted enquiry by an impartial Enquiry Officer who has considered all the evidence on record and has submitted reasoned findings, and that the termination by way of punishment of Complainant/Party is legal and justified.

16. The Opponent/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 workman 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. Prakash Gaonkar was an active member of the Union.

17. It is further denied that the Complainant's defence was prejudiced due to non-issuance of show-cause notice, as in any event, a reasonable opportunity was given to the Complainant 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 said 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/Workman 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.

18. On completion of the pleadings, the following Issues were framed at Exhibit 8 by this Tribunal which reads as under:

ISSUES

1. Whether the Workman/Applicant proves that the Employer/Opponent terminated his services in contraventions of the provision of Section 33 of the I.D Act.
2. Whether the Workman/Applicant proves that the domestic enquiry held against him is not fair and proper?
3. Whether the charges of misconduct levelled against the Workman/Applicant are proved to the satisfaction of the Tribunal by acceptable evidence?
4. Whether the Party I proves that this dismissal from service is illegal and unjustified?

Additional Issue No. 4A: Whether the Party II(1) 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/Applicant is entitled to any relief?
6. What Award? Orders?

19. From the issues framed hereinabove, Issue No.1, 2, 3 and 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 & 2	:	In the Affirmative
Issue No. 3	:	In the Negative
Issue No. 4A	:	In the Negative

REASONS

20. *Issue No.1, 2 & 3:* It is in the evidence of Shri Ratnakar Amonkar, Manager Production of the Opponent/Party II in the Production Department that the Complainant/Party I was issued with the charge-sheet dated 26/09/1996. The Complainant/Party I was appointed as a Trainee with the Opponent/Party II vide letter dated 03/08/1978 signed by the Sr. General Manager, Mr. Eonk Koshy who was competent to do so. The appointment of the Complainant/Party I was probationary appointment and later on he was confirmed in the service after completion of the probation period vide Confirmation Letter dated 15/05/1980. All the corresponding letters have been identified by Shri Ratnakar Amonkar when the same were produced in the domestic enquiry as well produced before this Tribunal for identification. In the said enquiry, the Company appointed Shri S. B. Nayak as an Enquiry Officer who submitted his findings to the management on the conclusion of the enquiry.

21. He further deposed that on completion of the enquiry, the Enquiry Officer gave his findings dated 26/10/1996 holding the Complainant/Party I guilty of the charges referred to in the charge-sheet and submitted his findings to the Management. In his cross-examination, the Management witness Shri Francis Gonsalves denied that no fair and proper enquiry was conducted or that the findings given by the Enquiry Officer are perverse.

22. The management examined Shri Edwin Mora is as the witness No. 2, he being the Enquiry Officer who had conducted the enquiry against the Complainant in respect of Charge-sheet dated 19/03/1996. In the said inquiry the management was represented by Shri Crosby D'Douza and the Workman/Complainant represented by Shri Dulcidonio Fernandes. He further confirmed that the proceedings and records of the said inquiry are true and correct. The Enquiry Officer in the cross-denied that he was biased and favoured the management in the said inquiry and that he did not give fair and proper opportunity to the Workman to defend his case.

23. Both the witnesses examined by the management however did not throw light as regards to the enquiry into the charge-sheet dated 26/09/1996 which is actually the subject matter of the complaint. Both the management witnesses did not give any details as regards the charge-sheet dated 26/09/1996 of alleged unauthorised absenteeism pursuance to which the Complainant/Applicant was dismissed from services which

act of the management gave a cause of action to the Complainant to approach this Tribunal with the present complaint against the Management/Opponent for illegal termination of his services.

24. The Complainant/Party I examined himself whereby he reiterated and maintained all the facts stated by him in his Complaint and deposed to say that he was not given fair opportunity to cross-examine the Management Representative. He further stated that Enquiry Officer did not give him an opportunity to examine his witness though he had made a request and that the Enquiry Officer had closed the inquiry in haste. He further stated that the Findings given by Enquiry Officer are perverse and not based on the evidence on record. In the cross-examination, the Complainant has denied that he was given opportunity to cross-examine the management witnesses.

25. The other main defence which the Complainant/ Party I has raised is that according to the Complainant vide letter dated 19/09/2022 the union to which the workman concerned is the member, had written a letter to the Assistant Labour Commissioner, Ponda for withdrawal of his Demotion Order issued to him pursuant to the charge sheet dated 19/03/1996. The ALC Ponda then issued notice dated 26/09/1996 to the Opponent asking them to attend the meeting fixed by him on 03/10/1996 at 4.00 p.m. He further deposed that the disciplinary action was taken against him by issuing to him the present charge-sheet dated 26/09/1996 as he remained absent from 16/08/1996. According to him he did not remain absent from 16/08/1996 but was reporting to Curing Department as he was demoted and transferred to Leave Reserve Department. That despite he having reported to the Supervisor to the Curing Department, he was being marked absent.

26. He further stated that vide his reply dated 26/09/1996 he had informed Shri P. S. Naik of Personnel Department that the conciliation proceeding was in respect of his demotion which were pending before the ALC, Ponda. He further stated that the Party II/Opponent vide letter dated 01/10/1996 addressed to ALC, Pondahad authorised their legal consultant Adv. Shri Sardesai to represent them before the ALC. On his behalf Shri Rohidas Naik, the President of the Union had filed Justification Statement. His evidence further reveals that on 26/09/1996 he was issued with the second charge-sheet for alleged absenteeism. However, the said charge-sheet is a vague charge-sheet as the same did not mention that he remained absent in which Department. Accordingly, he had filed his objection dated 11/10/1996 pointing out to the Enquiry Officer about the conciliation proceeding being pending before the ALC. The Enquiry Officer however, pending the said conciliation proceeding before ALC, Ponda in haste concluded the inquiry proceeding in respect of the absenteeism and submitted his findings to the Opponent/Party II pursuant to which the Party I/Complainant was dismissed from the services without even calling for any explanation from him or without issuing any show-cause notice to that effect. The ALC, Ponda was constrained to close the conciliation proceeding on the dismissal of the Applicant Party I.

27. The Complainant/Party I has produced all the necessary documents including the minutes of the meeting dated 29/10/1996 at Exhibit C-11. The closure of the conciliation proceedings was objected by the President vide letter dated 22/11/1996 at Exhibit C-12. The ALC, Ponda vide its letter dated 06/12/1996 informed the President that the matter pertaining to the demotion of the Applicant/Party I was only at discussion level and never admitted in conciliation. The Party I/Workman further stated that the dispute as regards to the Charter of Demand submitted by the Union was pending for conciliation before the Labour Commissioner and that his services have been terminated pending conciliation proceeding on the Charter of Demands and that the Opponent had not obtained any permission from the labour Commissioner nor the Applicant/Party I was paid his one month wages. The above plea of the Complainant being not paid one month's wages has been supported by the witness of the Opponent itself. Shri R. S. Amonkar when asked categorically admitted that he has no document to show that the complainant was paid one month wages at the time when this Dismissal Order was passed. The payment of one month's wages since is one of the factor required to be complied by the employer to show that the Employer has complied with the provisions of Section 33(2)(a)(b) of the Industrial Disputes Act, therefore having not complied the same, strengthens the complaint of the Complainant/Party I to the extent of the management violating the mandatory provision of the Section 33(2)(a)(b) of the Industrial Disputes Act, 1947.

28. In support of its subsequent amended pleading in the Application, the Complainant examined Shri Rohidas Naik. It is in the evidence of Shri Rohidas Naik who claims to be the President of the Union that his Union had issued Letter dated 29/08/1996 on 30/08/1996, upon the ALC, Ponda, 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, 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.

29. That the said Company did not even wait for the Conciliation Officer or 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 28/10/1996. It is pertinent to note that the Government of Goa was pleased to refer the aforesaid dispute on the 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, amounts to an unfair labour practice.

30. The Letter dated 17/10/1996 is addressed by the Assistant Labour Commissioner to the Party II. By this letter, the Assistant Labour Commissioner requested both the Parties to remain present and stated that he shall hold discussions and necessary conciliation proceeding under Section 12(3) of the Industrial Disputes Act in respect of the dispute raised by the said Workman and the date of hearing was fixed on 29/10/1996 at 11.00 a.m. On the date of hearing i.e. on 29/10/1996 no one remained present on behalf of the Party II/Company. As per the minutes drawn on the said day, the President of the Union was present and the ALC received letter from the Party II stating that the Company has dismissed the Party I/Workman on 28/10/1996, consequent to which the Assistant Labour Commissioner closed the proceedings on behalf of the dismissal of the Workman by the Party II/Company.

31. Vide letter dated 22/11/1996 at Exhibit C-12, the Union filed their response to the closure of the conciliation proceeding by the ALC bringing to his knowledge that such a closure by ALC was not proper in view of the facts that the management had not dismissed the workman concerned without the express permission in writing with the authorities concerned and as such the Management has violated the provisions of section 33(2)(a)(b) of the Industrial Disputes Act. All this documentary evidence produced on record, the management could not discard the same and could not justify their act of dismissing the Part I/workman pending conciliation proceeding and without taking permission in writing from the authorities concerned.

32. It is a matter of record that the fact pertaining to the conciliation proceeding is pending before the authorities was brought to the notice of the Enquiry Officer as well to the notice of the Management despite of which the Enquiry Officer proceeded to give his findings and based on those findings the management proceeded to dismiss the Party I/Workman.

33. It is therefore the contention of the Party I/Workman that he was dismissed by the Party II/Management firstly without seeking written permission from the authorities concerned pending conciliation proceeding. Secondly, the Party I/Workman was not paid one month's wages nor ran application for approval of the decision taken by the management was filed before the court of law thereby the dismissal of the workman was in non-compliance of mandatory provisions of Section 33 of the Industrial Disputes Act and hence the same is illegal and void.

34. The record speaks for itself and the document to that effect shows that the Party I/Workman was dismissed on 28/10/1996, when actually the matter pertaining to Charter of Demand was pending before the conciliation authority. 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 and the management had dismissed the Party I/Workman, without paying him his one months' wages as required under the Act. Thus, the Party I/Workman through oral as well as documentary evidence, was able to prove his stand of the Party II/Company having clearly violated the requirements prescribed under the provisions of Section 33 (2)(a)(b) of the Industrial Disputes Act, 1947.

34. Shri Rohidas Naik has 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 stand taken by the Party I/Workman as regards the Party II/Company violating the mandatory provisions of the Section 33 of the Act. In addition to the oral testimony and documentary evidence on record, the Applicant 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].

35. 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 I.D. 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”.

36. 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 the respondents 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 impugned termination 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 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 respondent his 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 thereof, 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 22/06/1982 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....’.

37. 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**.

38. 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.

39. The above contention of Ld. Adv. Shri S. B. Karpe is contrary to the records produced by the Party I/Workman and the evidence on record supports the defence taken by him as regard 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/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.

40. 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 on record by the Management. Nor could the management discard the evidence adduced by the Party I/Workman, which clearly indicates his termination being ordered pending the conciliation proceedings sans the Failure Report and sans the payment of one month’s wages as required to be paid to the workman under the Act which clearly shows that the termination was against the principles of natural justice.

41. 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 laid down in the case of **Jaipur Zila** would be squarely applicable to the present reference, wherein it is held “Amendments to Section 33 of the I.D. Act in the year 1956 were made at a time when no remedy under the Industrial Disputes Act 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 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.”

42. 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 Party 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 a 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 other wise justified on merits.

43. The Party I/Workman thus has successfully discharged his burden to prove that the domestic enquiry held against him was not fair and proper, the same being in violation of provision of Section 33 of the Industrial Disputes Act. Consequently, the charges of unauthorized absenteeism cannot be said to be proved again for the reason that there has been violations of mandatory provisions of the Industrial Disputes Act. The act of violations of provisions of Section 33(2)(a)(b) of the Industrial Disputes Act by the Opponent/Party II since go to the root of the matter therefore the entire enquiry amounts to void ab initio so also the Order of Dismissal of the Applicant/Party I becomes illegal and unjustified. Hence, the Issue No. 1 and 2 stands answered in favour of the Party I/Workman in the affirmative. Consequently this Tribunal holds that the Management has failed to discharge their burden of proving the misconduct for which the Issue No. 3 is answered against the management in the negative.

44. *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, hence this Issue stands against the Management and therefore the same is answered in the negative. 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 litigation by applying the ratio laid down in the case of **Jaipur Zilla (Supra)**.

45. 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 thereupon 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.

46. Considering this observation, this Tribunal is of the opinion that no further purpose would be served if this Tribunal proceeds to pass the Order on the preliminary issues only and keeps the reference alive for holding enquiry on other issues when the termination of the Party I/Workman itself is illegal, and void 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 the Opponent/M/s MRF Ltd., Usgao-Ponda in terminating the services of the Complainant/Shri Prakash Gaonkar is illegal and unjustified.
- ii. Consequently, the Opponent/Party II is hereby directed to re-instate in service the Complainant/Party I, Shri Prakash Gaonkar with full back wages from 28/10/1996.
- iii. Inform the Government accordingly.

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

Notification

No. 28/02/2025-LAB/Part-III/667

Date : 26-Nov-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 03-10-2025 in Case Ref. No. LC-II/LCC/06/2023 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. LC-II/LCC/06/2023.

Shri Gurudas G. Verlekar,
Flat No.G2, Romat Appt.,
Fatorda, Salcete-Goa.

..... Applicant/Party-I

V/s

M/s. Advani Hotels & Resorts (I) Ltd.,
Unit Caravele Beach Resort, Varca Beach,
Salcete-Goa 403721, India.

..... Opponent/Party II

Applicant/Party-I represented by Ld. Adv. Shri P. J. Kamat.

Opponent/Party-II represented by Adv. Shri Rishi Ashok.

Panaji, dated: 03-10-2025.

JUDGMENT

1. This judgment shall determine a claim application of the Applicant dated 06/11/2023 filed u/s 33-C (2) of the I.D. Act, 1947.

2. By the present claim application, the Applicant claimed a sum of Rs. 1,54,329/- being an amount of Rs. 8523/- towards P. L. encashment of 22 days from retirement gift of Rs. 5001, being 1,40,805/- towards gratuity for 21 years of service.

3. The Opponent filed his written statement thereby resisting the claim of the Applicant. Thereafter, the Applicant filed his re-joinder on 29-01-2024. Based on the pleadings filed by the parties herein above, this Hon'ble Court was pleased to frame the certain issues on 19-02-2024 at Exb. 5. Thereafter, the Applicant led his evidence. After completion of the evidence of the Applicant the Opponent examined its manager. He was partly cross-examined by Ld. Adv. Shri P. J. Kamat appearing for the Applicant and the case was fixed for the further cross examination of the said witness of the Opponent.

4. On 03-10-2025 Ld. Adv. Shri P. J. Kamat present along with the Applicant. The Opponent represented by its HR Director Shri Praveen Karmali. Both the parties filed a joint application for settlement of the claim application of the Applicant at exb. 36. The terms of settlement as arrived between the parties herein above are reproduced hereunder:

- a. It is hereby agreed between the parties that the Management of the Opponent shall pay a sum of Rs. 3,00,000/- (Rupees three lakhs only) to the Applicant/Workman in full and final settlement of all claims, whether raised in the present application or otherwise. This settlement shall be towards arrears of wages, difference of wages (if any), gratuity (if any), bonus (if any) and the Workman Applicant

confirms that he shall not file any claim, petition or complaint against the company in any manner in the future before any court of law or any authority.

- b. It is agreed and declared by the parties that the amount payable by the Opponent/Company to the Applicant/Workman, as stated hereinabove, shall constitute full and final settlement and satisfaction of all claims, demands, and entitlements of the Applicant/Workman against the Company. Upon filing of these consent terms, the Applicant/Workman shall not raise any further claims of whatsoever nature against the Company.
- c. It is agreed that the amount of Rs. 3,00,000/- (Rupees three lakhs only) shall be paid to the workman/applicant, within 7 days of filing of these consent terms before the Labour Court-II for orders, by DD drawn in favour of the Applicant failing which the Opponent shall pay interest @ 6% p.a. after 7 days from 03-10-2025.

5. I have carefully perused the terms of settlement signed between the parties herein above and is of the opinion that the terms of settlement are beneficial to both the parties therein above and hence I consented for the same.

In view of above, the present claim application filed by the Applicant stands disposed off in terms of settlement dt. 03-10-2025. Consequently, the claim application stands disposed off.

No order has to costs.

Pronounced in the Open Court.

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

Notification

No. 28/02/2025-LAB/Part-VI/668

Date : 02-Dec-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 11/11/2025 in Case Ref. No. IT/04/2022 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).

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

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

Ref. No. IT/04/2022

Workmen,
Rep. by the President,
Goa Trade & Commercial Workers' Union,
Velho's Building, 2nd Floor,
Opp. Municipal Garden,
Panaji-Goa.

... Workmen/Party I

V/s.

The HQ,
Palette Hotels (I) Pvt. Ltd.,
Swatantra Path,
P. O. Box 31,

Vasco-da-Gama-Goa.

... Employer/Party II

Workman/Party I represented by Learned Advocate Shri Suhaas Naik.

Employer/Party II represented by Learned Advocate Shri G. K. Sardessai.

AWARD

(Delivered on this the 11th day of the month of November of the year, 2025)

By Order dated 03-03-2022 bearing No. 28/53/2021-LAB/113, 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), hereinafter referred to as the “said Act”), the existing dispute between the Management of M/s The HQ, Palette Hotels (India) Private Limited, Swatantra Path, P. O. Box 31, Vasco-da-Gama, Goa and its workmen represented by the Goa Trade and Commercial Workers’ Union has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under Section 7-A of the said Act.

SCHEDULE

1. *“Whether Mrs. Linda D’Silva, Executive House-Keeper, can be construed as “Workman” as defined under the Industrial Disputes Act, 1947?”*
2. *If answer to Issue No.(1) above is in affirmative then whether the severance of the employer/employee relationship between the management of M/s The HQ, Palette Hotels (India) Private Limited, Swatantra Path, P. O. Box 31, Vasco –da-Gama, Goa and its workperson Mrs. Linda D’Silva, Executive Housekeeper represented by the Goa Trade and Commercial Workers’ Union is on account of termination of services or is a result of voluntary action on the part of the workperson?”*
3. *Whether the severance of employer/employee relationship between the management of M/s The HQ, Palette Hotels (India) Private Limited, Swatantra Path, P. O. Box 31, Vasco-da-Gama, Goa and their workmen namely Mr. Namdev Kamble, DCDP Chef, Mrs. Anandi Ashok Hoble, Housekeeping Utility represented by the Goa Trade and Commercial Workers’ Union is on account of termination of their services or is a result of voluntary action on the part of the workmen?”*
4. *Are the workmen entitled to any relief and to what extent?”*

5. Upon receipt of the reference, it was registered as IT/04/2022 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, both the Parties put in their appearance. Party I filed their Claim Statement at Exhibit 4.

6. Briefly it is the case of the Workman that Mrs. Linda D’Silva was employed with Party II/Company as Executive House-keeper in the House-keeping Department and had joined services on 17/05/2010, Mr. Namdev Kamble as a Chef and had joined the services of the Party II on 01/12/2011 and Mrs. Anandi Ashok Hoble as Utility worker who had joined the services of the Party II/Hotel on 03/08/2010. That, during the pandemic time, when the Hotel business was badly hit, the Management of Party II/Hotel informed all the above named workmen to tender their resignation on the assurance that all will be taken back in employment once the pandemic situation improves in the country. The Party II/Hotel used security personnel to threaten these workmen and restrain them physically in the Hotel premises not allowing them to go out of the Hotel and obtained their resignations under force, threats, duress and coercion.

7. The Party I stated that the Resignation Letters dated 27/07/2020 had been obtained by the Party II under force, threat duress and coercion with the help of security personnel by the Party II and the Resignation Letters were even submitted by these workmen voluntarily. The Party II had assured these workmen that they will provide re-employment once the Hotel business activity re-starts and as such their Resignation Letters were obtained on false promises and assurances.

8. The Party I states that their termination vide Resignation Letters dated 27/07/2020 is in contravention of the provisions of the Industrial Disputes Act, 1947 as the same amounts to termination of the services of the Party I/Workmen. Hence, the present reference.

9. The Party II in their Written Statement opposed the reference as well as defended the Claim Statement stating that this Tribunal before going into the issue of severance of employer-employee relationship between the Party I/Workman and the Management has to consider the issue as to whether Mrs. Linda D'Silva i.e. the Party I/Workman, Executive House-Keeper can be construed as a 'workman' as defined under the Industrial Disputes Act, 1947 and as referred in the Schedule of reference, before considering the issue as to whether the termination of services is a result of voluntary action on the part of the workman. On merits the Party II/Management has disputed the entire Claim of the Party I/Workmen.

3. Considering the pleadings of both the Parties this Tribunal framed issues on 07/06/2024 at Exhibit 9. The issues read as under:

ISSUES

1. Whether the Workmen/Party I proves that Party II/Management under force, threat, duress and coercion and with the help of security personnel obtained the resignation of the workmen/Party I?
2. Whether the Workmen/Party I proves that the Party II management gave assurance to workmen that they will provide the employment to them once the hotel business activity restarts and thereby obtained their resignation letters on false promises and assurances?
3. Whether the Party I proves that the termination of the workmen by Party II is in contravention of the provisions of Industrial Disputes Act, 1947, same being obtained under duress as such all the three workmen are entitled to be reinstated with full back wages and continuity in services with all consequential benefits?
4. Whether the Party II proves that the dispute raised by Party I/workmen is not an 'industrial dispute' as defined under the Industrial Disputes Act, 1947?
5. Whether the Party II proves that Mrs. Linda D'Silva since was predominantly performing supervisory functions, therefore is not a 'workman' as defined u/s 2(s) of the Industrial Disputes Act, 1947?
6. Whether the Party II proves that Party I/all the 3 workmen have voluntarily resigned from their services after accepting all the legal dues arising out of their resignation in full and final settlement?
7. What Relief? What Award?

4. When the matter came up for evidence, the Party I/Workman failed to lead evidence despite of being given several opportunities and despite the matter being adjourned time and again at the request of the Advocate of the Party I, Shri Suhaas Naik. On 04/09/2025, Adv. Suhaas Naik filed an application seeking his withdrawal from the matter. On the next date of hearing, Adv. Naik informed to this Tribunal that the dispute was raised by the Union and that he is unable to contact the workmen personally nor he has the address of the workmen to reach out. As such this Tribunal also could not issue notices to the workmen after the withdrawal of the Advocate and is constrained to pass the following Award.

In view of above, I pass the following Order:

ORDER

- (i) The reference stands dismissed for default of appearance of the Party I/Workmen.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

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

Notification

No. 28/02/2025-LAB/Part-VI/670

Date : 01-Dec-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 17-11-2025 in Case Ref. No. IT/09/2024 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.

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

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

Ref. No. IT/09/2024.

Shri Amarnath Kamble,
Rep. by the President,
Goa Trade & Commercial Workers' Union,
Velhos Building, Opp. Municipal Garden,
Panaji-Goa.

... Workman/Party I

V/s

M/s. Markasans Pharma Limited,
Plot No. L-82, L-83,
Verna Industrial Estate,
Verna-Goa.

... Employer/Party II

Workman/Party I represented by Learned Advocate Shri Suhaas Naik.

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

AWARD

(Delivered on this the 14th day of the month of November of the year 2025)

By Order dated 18-03-2024 bearing No. 28/06/2024-LAB/190, 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), hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s. Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa and its workman, Shri Amarnath Kamble, represented by Goa Trade & Commercial Workers, has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

1. "Whether the action of the management of M/s. Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa in transferring workman, Shri Amarnath Kamble from Goa to Company's Research and Development Centre, situated at Marksans Research Centre, Plot No. D 185 and D 186, TTC Industrial Area, TB Road, MIDC, Shiravane, Navi Mumbai, Thane, with effect from 13-02-2023, is legal and justified?
2. If not, what relief the workman is entitled to?"
2. Upon receipt of the reference, it was registered as IT/09/2024 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, both the Parties put in their appearance. Party I filed his Claim Statement at Exhibit 5.

3. Briefly it the case of the Workman/Party I that he is employed with Party II /Company and he is the unionized member of this I/Union and is the permanent workman of M/s. Marksans Pharma Limited. The Party I/Workman was working as a 'Granulation Machine Operator' and was working on the Machine under the overall supervision, instruction and guidance of the Production Officer and Production In-charge. It is stated that though Party I/Workman and his other colleagues were working on weekly off-days, paid public holidays they were not paid overtime in accordance with the law. Aggrieved by the same, all the workmen including Party I/Workman formed the trade union of their choice and became the union member of Goa Trade and Commercial Workers' Union. Soon after the unionization, the Party II/Company started harassing the workmen and pressurized Party I/Workman to resign from the Union. Having failed to do so, the Company started issuing Summary Termination Letters to all the workmen and some of them were also issued illegal Transfer Letters. It is specifically stated that Mr. Shridhar Naidu and Mr. Pramod Sulakhe forced and pressurized the Party I/Workman to resign from the Union membership, when refused, he was asked to go out of the Factory and was refused employment w.e.f. 14/02/2023.

4. The Party I thereafter raised an industrial dispute before DLC, Margao. Thereafter, the Party II issued him a Transfer Letter dated 13/02/2023. That without prejudice to the grounds, defence and rights of the Party I/Workman, the Party I/Workman travelled to Mumbai to join his duty at the place of transfer in Mumbai, however the In-charge Mr. Vijendra Auti informed of the Party I/Workman that there is no work available and that he has been instructed not to allow Party I and his other colleagues to report to duties.

5. The Party I states that by not allowing Party I to report at the transferred place despite having been transferred to the said place, that he has been illegally refused employment and the Transfer Letter dated 13/02/2023 is illegal, unjust and bad in law, hence the reference.

6. The Party II in its Written Statement filed at Exhibit 6, the Party II submitted that there exists no dispute for adjudication as Party I has abandoned his duties on his own after reporting for his duties at the transferred place in Mumbai. The Party II denied that the Transfer Orders are as by way of harassment and victimization as alleged. It is also denied that they have been issued illegal Transfer Letters as alleged. It is submitted that the Manangement of Party II has not engaged in illegal act of refusal of employment as alleged. It is denied that the Transfer Letter dated 13/02/2023, is illegal, unjust and bad in law and as an act of harassment, victimization done with malice and malafide intentions which is an act of unfair labour practice done in violation of Section 33 of the Industrial Disputes Act when the industrial disputes were pending before the Office of the labour Commissioner in conciliation as alleged by Party I. It is denied that the Transfer Letter issued to Party I was an after-thought defence to justify and cover-up illegal refusal of employment as alleged.

7. The Party I in his Rejoinder filed at Exhibit 7 denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in his Claim Statement.

8. Considering the pleadings of both the Parties this Tribunal framed issues on 18/11/2024 at Exhibit 9. The issues read as under:

ISSUES

1. Whether the Party I/Workman proves that the action of Party II/Company in transferring the services of Shri Amarnath Kamble to Marksans Research and Development Centre located at Navi Mumbai, Maharashtra w.e.f. 13-02-2023 is malafide, illegal and bad in law and whether it amounts to an act of unfair labour practice, harassment and victimisation?
2. Whether Party II/Company proves that the Party I/Workman is not workman as defined u/s. 2(S) of the I. D. Act, 1947?
3. Whether Party II/Company proves that the Party I/Workman has abandoned his services voluntarily?
4. Whether Party II/Company proves that this Hon'ble Court lacks jurisdiction to adjudicate upon the present industrial dispute?
5. What Order? What Relief?

9. When the matter came up for evidence, Party I/Workman Shri Amarnath Kamble examined himself and filed his Affidavit in Evidence at Exhibit 13 and produced on record all the relevant and material

documents in support of his Claim and the matter was fixed for the cross-examination of Shri Kamble on the next date of hearing. On 11-08-2025, Adv. Shri P. Chawdikar filed an application for withdrawal along with Memorandum of Settlement at Exhibit 43 Colly. Opportunity was granted to the Party I/Workman to give his say on Exh. 43 Colly however despite given opportunity Party I did not file his say on Exh. 43 Colly. Hence, this Tribunal passed the Order on Exh. 43 Colly accepting the terms of compromise and ordered to pass the following Award.

10. This Settlement has been arrived at under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 which is at Exh. 43 Colly which has been agreed and duly signed by both the Parties along with their representatives.

The terms of Settlement are as follows:

- a. The Employer states that they have already paid all the dues to Shri Amarnath Kamble vide bank transfer on 22-07-2025, total amount of Rs. 93,270/- (Rupees ninety three thousand two hundred and seventy only) as full and final settlement of all his legal dues as per the terms of his appointment letter which he has duly received and acknowledged.
- b. The Management further agreed to pay him the gratuity amount of Rs. 55,731/- (Rupees fifty five thousand seven hundred and thirty one only).
- c. The Management further agreed to assist him withdrawal/transfer of his PF dues with the necessary compliance with the Provident Fund Corporation.
- d. In view of the above, Shri Amarnath Kamble agreed that his all dues are cleared and his dispute with the Employer/Management is conclusively settled and he is having no claim of whatsoever nature against the Employer/Management.
- e. Shri Amarnath Kamble further agreed that he will not file any further claim against the Management company before any Court of law as he is no longer interested in working for the Management company as he is presently interested in taking alternate employment.
- f. That Shri Amarnath Kamble further stated that he does not wish to pursue his matter that is case before the Industrial Tribunal/Labour Court bearing Ref. IT/09/2024, Application bearing No.13/2023 before the Labour Court-II and Charter of Demands matter bearing No.IT/15/2023. He shall submit this Memorandum of Settlement for the records of the said Court requesting the Hon'ble Judge/Presiding Officer of the said Tribunal/Court to pass an Award in terms of this Settlement and treat the said reference as duly settled and that this agreement is voluntarily executed by him out of his own free will and without any coercion.
- g. That Shri Amarnath Kamble agrees to file application before the appropriate courts on their respective dates of hearing. It is also agreed that if needed both Parties shall file joint application to treat the said application/reference case in Ref. No. 09/2024, Appln. No. 13/2023 and Ref. No. IT/15/2023 as duly settled or for passing no dispute award and also to withdraw the applications filed by Mr. Kamble as no industrial dispute exists/survives.
- h. In view of the above, it is agreed that the issue/dispute between both the Parties is conclusively settled. Shri Amarnath Kamble hereby agrees and undertakes not to act or cause to act against the interest of the company directly or indirectly in the future. It is agreed that Shri Amarnath Kamble has relinquished and waived all his claims and demand for reinstatement, re-employment, monies or other claims on receipt of the amount of Rs. 93,270/- under this settlement.
- i. In view of the above terms, Shri Amarnath Kamble agrees to withdraw all the applications/cases/complaints etc. filed by him or on his behalf against the management company with Labour Court/Labour Commissioner or any other Court, Government/Non-Government or statutory authority/authorities as all the disputes between both the Parties are treated as conclusively settled.
- j. The Management also agreed to issue Experience Certificate to Shri Amarnath Kamble as per his request which will assist him in taking up new employment.
- k. In view of above, it is further agreed that all the issues/disputes between both the Parties are conclusively settled and both the Parties do not have any claim of whatsoever nature against each other.

11. I have gone through the application dated 22-07-2025 along with the Memorandum of Settlement at Exh. 43 Colly filed on record duly signed by both the Parties. The terms of settlement 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 reference at the instance of both the Parties stands disposed off in view of the Settlement arrived at by both the Parties at Exhibit 43 Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

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



Department of Personnel

Order

No. 5/1/2025-PER/3490

Date : 18-Nov-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect:-

Sl. No.	Name and present posting of the officer	Posted as
1.	Shri Manthan Manoj Naik, Under Secretary (Home-II) with additional charge of Under Secretary (ARD) and Under Secretary, Finance (DMU)	Under Secretary (Home-I) with additional charge of Under Secretary (Home-II)
2.	Shri Manesh Hari Kedar, Under Secretary (Home-I)	Under Secretary (ARD)

Shri Omkar Asolkar, Under Secretary (Protocol) shall hold the charge of Under Secretary, Finance (Budget) in addition to his own duties.

Shri Shreyas Dsilva, Under Secretary (GA-I) holding additional charge of Under Secretary (GA-III) shall also hold the charge of Under Secretary (GA-IV) in addition to his own duties.

Smt. Shweta Harmalkar alias Smt. Sweta Gurav, Under Secretary (GA-II) shall hold the charge of Under Secretary, Finance (DMU) in addition to her own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

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

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

Porvorim.

Order

No. 7/17/2022-PER/3568

Date : 26-Nov-2025

The Governor of Goa is pleased to appoint Shri Shakeel UI Rehman Rather, IAS (AGMUT:2013) as Secretary to Government, with immediate effect.

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

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

Porvorim.

Order

No. 7/5/2015-PER/3577

Date : 24-Nov-2025

Read: Order No. 7/5/2015-PER/2661 dated 02-09-2025.

In continuation to the order cited in the preamble, the following shall be the standing arrangement of Link Secretary for disposal of work relating to Departments under their charge during his/her absence due to tour/training/leave/transfer unless specific orders are otherwise issued.

Sr. No.	Name & Designation	1 st Link Secretary	2 nd Link Secretary
1.	Shri Polumatla P. Abhishek, IAS (2017) Secretary (Science, Technology and Waste Management) 1. Science, Technology and Waste Management 2. Director (Transport) 3. Managing Director, Goa Industrial Development Corporation Ltd.	Shri Prasanna A. Acharya, IAS (2016), Secretary (Fisheries) (except Sr. No. 2 & 3)	Shri Santosh G. Sukhadeve, IAS (2017), Secretary (Industries, Trade & Commerce) (except Sr. No. 2 & 3)
2.	Ms. Ankita Mishra, IAS (2018) Secretary (Protocol) 1. Protocol 2. General Administration 3. Museum 4. CEO, Goa CSR Authority	Shri Santosh G. Sukhadeve, IAS (2017), Secretary (Industries, Trade & Commerce)	Shri Arjun Mohan, IAS (2019), Secretary to Governor

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

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

Porvorim.

Order

No. 6/5/2023-PER/3639

Date : 28-Nov-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Senior Scale Officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Damodar S. Morajkar, Managing Director, Goa Handicrafts Rural & Small Scale Industries Development Corporation	Chief Executive Officer, North Goa Zilla Panchayat
2.	Smt. Asha Harmalkar, awaiting posting	Member Secretary, Ravindra Bhawan, Margao w.e.f. 01-12-2025 on superannuation of Smt. Swati Dalvi on 30-11-2025

Shri Gauresh Ashok Pilgaonkar, Managing Director, Goa Energy Development Agency shall hold the charge of Managing Director, Goa Handicrafts Rural & Small Scale Industries Development Corporation in addition to his own duties.

The officers appointed on ex-cadre deputation posts shall be governed by the standard terms of deputation, as amended from time to time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

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

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

Porvorim.

Notification

No. 7/17/2022-PER/3569

Date : 26-Nov-2025

- Read:-
1. Notification No. 7/27/2022-PER/21 dated 03-01-2024.
 2. Notification No. 7/17/2022-PER/187 dated 16-01-2025.
 3. Notification No. 7/17/2022-PER/1620 dated 30-05-2025.
 4. Notification No. 7/27/2022-PER/1899 dated 20-06-2025.
 5. Notification No. 7/17/2022-PER/2031 dated 02-07-2025.
 6. Notification No. 7/17/2022-PER/2568 dated 19-08-2025.
 7. Notification No. 7/17/2022-PER/3294 dated 30-10-2025.

In partial modification to the Notifications read in the preamble, the Governor of Goa is pleased to order allocation of work/Departments amongst the following Secretaries to the Government, with immediate effect:-

Sr. No.	Name & Designation	Departments
1.	Shri Sarpreet Singh Gill, IAS (2009) Commissioner-cum-Secretary (Water Resources)	1. Water Resources 2. Environment 3. Information & Publicity 4. Social Welfare 5. Planning & Statistics 6. Commissioner of State Taxes
2.	Shri Sanjiv M. Gadkar, IAS (2013) Secretary (Civil Supplies)	1. Civil Supplies 2. Factories and Boilers 3. Legal Metrology 4. Town & Country Planning 5. Nodal Officer, India Energy Week, 2026

3.	Shri Yetindra M. Maralkar, IAS (2013) Secretary (Health)	1. Health 2. Women & Child Development 3. Urban Development 4. Nodal Officer SBM(U) and PMAY(U).
4.	Shri Shakeel UI Rehman Rather, IAS (2013) Secretary (Co-operation)	1. Co-operation 2. Printing & Stationery 3. Transport 4. Secretary, Goa State Commission for Protection of Child Rights

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

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

Porvorim.



Department of Revenue

Notification

No. 24/2/87-RD(Part)/7665

Date : 26-Nov-2025

In exercise of the powers conferred by Section 3 of the Goa Public Premises (Eviction of Unauthorised Occupants) Act, 1988 (Goa Act 22 of 1988) read with Section 21 of the General Clauses Act, 1897 (Act No. 10 of 1897), the Government of Goa hereby amends the Government Notification No. 24/2/87-RD (Part)/332 dated 21-04-2020, published in the Official Gazette, Series II No. 6 dated 07-05-2020 (hereinafter referred to as the “principal Notification”), as follows, namely:-

In the principal Notification, in the Schedule, for the existing entries against Serial No. 2, the following entries shall be substituted, namely:-

“2. Deputy General Manager (Legal), Goa Tourism Development Corporation Limited, Panaji-Goa”.

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.

Agnelo D'souza, Under Secretary (Revenue-II).

Porvorim.

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