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OFFICIAL GAZETTE GOVERNMENT OF GOA

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Note: There is one Extraordinary issue to the Official Gazette, Series II No. 43 dated 22-1-2026 namely, Extraordinary dated 23-1-2026 from pages 1429 to 1432 regarding Notification from Department of Planning.

GOVERNMENT OF GOA

Department of Labour

Order

No. 24/02/2024-LAB/57

Date : 20-Jan-2026

On the recommendation of the Goa Public Service Commission conveyed vide their letter Ref. No. COM/II/11/28(2)/2025/373 dated 17-12-2025, Government is pleased to promote Shri Rony Perira, Labour Inspector to the post of Labour Welfare Officer (Group 'B' Gazetted) in the Office of Commissioner, Labour and Employment, Panaji, Goa, on regular basis, in the pay scale of PB-2-Rs. 9,300-34800/- + 4200/- (Grade Pay) with corresponding scale in the pay matrix Level 6 of the VIIth Pay Commission Pay Structure with immediate effect.

The Officer shall be on probation for a period of two years from the date of joining and shall submit Annual Assessment Report for the said period.

The expenditure on pay and allowances shall be debited to the Budget Head of Account 2230-Labour and Employment, 01—Labour, 103—General Labour Welfare, 01—Setting up of Labour Welfare Center for Industrial workers, 00—General, 01-Salaries.

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

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

Porvorim.

Notification

No. 28/02/2026-LAB/58

Date : 20-Jan-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 05-01-2026 in Case Ref. No. IT/42/2024 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/42/2024

Workmen,
Rep. by the President,
Citizen Co-operative Bank Employees Union,
Gurudatt Building, 3rd Floor,
Dr. Dada Vaidya Road,
Panaji-Goa.

..... Workmen/Party I

V/s

The Citizen Co-operative Bank Ltd.,
Lakshdeep,
Near Damodar Temple,
Vasco-Goa.

..... Employer/Party II

Workman/Party I represented by Shri. Subhash Naik Jorge.

Employer/Party II represented by Learned Advocate Shri G. K. Sardesai along with Adv. Ms. M. Rao.

AWARD

(Delivered on this the 5th day of the month January of the Year, 2026)

By Order dated 07-11-2024 bearing No. 28/42/2024-LAB/681, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s. Citizens Co-operative Bank Limited, Lakshdeep, Near Damodar Temple, Vasco-Goa, and its workmen represented by Citizen Co-operative Bank Employees 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 the action of the management of M/s Citizens Co-operative Bank Limited, Lakshdeep, Near Damodar Temple, Vasco - Goa, in refusing to concede the demands of the workmen raised through the Citizen Co-operative Bank Employees Union, is legal and justified?"*

- (1) *Demand No. 1: Wage Rise:-*

We demand that all our members be granted a wage rise of minimum of 30% of the gross wages with effect from 01-04-2019.

- (2) *Demand No. 2: Basic Pay:-*

We demand that the existing Basic Pay Scales be revised by merging Dearness Allowance points upto 4440 points (Base 1960=100) into the existing Basic Pay and revising the same by additional 20% to arrive at a new Basic Pay Scale. Fitment shall be on stage to stage basis.

- (3) *Demand No. 3: Dearness Allowance:-*

We demand that with effect from 01.04.2019, Dearness Allowance be paid at 100% neutralization above 4440 points (Base 1960=100). Dearness Allowance points from 2836 points to 4440 points be merged in Basic Pay.

- (4) *Demand No. 4: Stagnation Increments:-*

We demand that one stagnation increment be paid once every two years till retirement.

- (5) *Demand No. 5: House Rent Allowance:-*

We demand that with effect from 01-04-2019, House Rent Allowances be paid at the rate of 15% of the Basic Pay and Dearness Allowance every month.

(6) *Demand No. 6: Conveyance Allowance:-*

We demand that with effect from 01-04-2019, Conveyance Allowance be paid at the rate of Rs. 1,800/- per month for Clerks and Rs. 1,600/- per month for sub-staff.

(7) *Demand No. 7: Medical Aid:-*

We demand that with effect from 01-04-2019, Medical Aid be revised to Rs. 8,000/- per annum for Clerks with less than 5 years, Rs. 12,000/- per annum for clerks with more than 5 years of service. The same be revised to Rs. 6,000/- per annum to sub-Staff with less than 5 years of service and Rs. 10,000/- per annum for sub-staff with more than 5 years of service.

(8) *Demand No. 8: Daily Allowance:-*

We demand that with effect from 01-04-2019, Daily Allowance be revised to Rs. 200/- per day besides transport cost for Clerks and be revised to Rs. 150/- per day beside transport cost for sub-staff.

(9) *Demand No. 9: Functional Allowance:-*

We demand that all functional allowances be doubled as the same are very low.

(10) *Demand No. 10: Leave Travel Concession:-*

We demand that with effect from 01-04-2019, Leave Travel Concession be revised to Rs. 20,000/- for Clerks and be revised to Rs. 10,000/- for sub-staff.

(11) *Demand No. 11: Leave Encashment:-*

We demand that with effect from 01-04-2019, Leave Encashment be permitted once every two years.

(12) *Demand No. 12: Period of Settlement:-*

The period of settlement should be for three years with effect from 01-04-2019.

(13) *Demand No. 13: Caveat:-*

All provision of existing settlements and practices shall continue to be in operation until the same are changed by subsequent settlements.

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

(2) Upon receipt of the reference, it was registered as IT/42/2024 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, both the Parties put in their appearance. During the course of the proceeding and jointly filed an Application along with the Terms of Understanding at Exhibit 8 Colly submitting that the subject matter involved in the present reference has been conclusively settled in view of the settlement arrived between both the Parties and prayed that an Award be passed in terms of the said Settlement.

TERMS OF UNDERSTANDING

The Citizens Co-operative Bank Employees Union represented by its President raised a charter of demands dated 29-06-2019 on behalf of its employees.

The issue of said charter of demands was referred to the Hon'ble Industrial Tribunal, Panaji Goa for adjudication. The reference was registered under Ref. No. IT/42/2024.

In course of the proceedings, both the parties decided to settle the matter amicably and the parties agreed that there shall be an increase of 7% in the basic wages with retrospective effect i.e. from the date of charter of demands 01-04-2019.

In view of above, the Union does not wish to pursue the reference IT/42/2024.

Both the parties agree to jointly file an application before the Industrial Tribunal in IT/42/2024 praying for an appropriate Award disposing of the reference.

The amount as agreed above, shall be paid to the workmen after the publication of the Award disposing of the reference IT/42/2024.

3. I have gone through the application dated 05-12-2025 along with the Terms of Understanding at Exh. 8 Colly filed on record duly signed by both the Parties. The terms of understanding 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 by both the Parties at Exhibit 8 Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/- (Vijayalaxmi R. Shivolkar), Presiding Officer, Industrial Tribunal & Labour Court.
Porvorim.

Notification

No. 28/02/2026/LAB/Part-I/59

Date : 20-Jan-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 18/12/2025 in Case Ref. No. LC-II/IT/01/2023 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).

Panaji.

IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

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

Case No. Ref. LC-II/IT/01/2023

Shri Sushant B. Naik
C/o, H. No. W4/153/3,
Dhananjay Sirsat Residence,
Vithoba Temple Road,
Near Govt. High School,
Durghabhat, Ponda-Goa (403 401).

..... Workman/Party- I

V/s

1. M/s Beirsdorf India Pvt. Ltd.,
CMM Complex, 2nd floor,
Renovadim, Merces, Goa (403 005).

..... Employer/Party- II (1)

2. M/s. Beirsdorf India Pvt. Ltd.,
FOF-07, 4th floor, B-wing,
Art Guide House, Phoenix,
Market City LB's Marg,
Kurla (West), Mumbai (400 070).

..... Employer/Party- II (2)

Workman /Party I represented by Ld. Adv. Shri P. Agarwal.

Employer/Party II (1) represented by Ld. Adv. Shri V. Langawat.

Panaji, Dated: 18-12-2025

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 08-03-2023, bearing No. 28/05/2023-LAB/180 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji, Goa.

- “(1) Whether Shri Sushant B. Naik, Accounts Executive could be construed as “Workman” as defined under the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) Whether the action of the management of M/s. Beirsdorf India Private Limited, CMM Complex, 2nd Floor, Renovadim, Mercedes, Goa in terminating the services of Shri Sushant B. Naik, Accounts Executive, with effect from 09-02-2021, is legal and justified?
- (3) If not, to what relief the Workman is entitled to?

2. On receipt of the reference, a case was registered under No. LC-II/IT/01/2023 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party-I (for short ‘Workman’) filed his Statement of Claim on 12/06/2023 at Exb. 5. The facts of the case, in brief as pleaded by the Workman/Party-I (for short, “Workman”) that the Employer/Party-II (for short “Employer”) is a company incorporated under the Indian Companies Act, 1956 and is having a Regd. Office at CMM Complex, 2nd Floor, Renovadium, Mercedes Goa and head office at Kurla(West), Mumbai 400070. He stated that the Employer is a Pharmaceutical company. He stated that he is the Workman of the Employer and was appointed initially as Junior Accounts Assistant vide appointment letter dt. 20-04-2009. He stated that thereafter he was promoted as Executive-Accounts w.e.f. 01-01-2017 vide promotion letter dt. 01-01-2017. He stated that he remained as Executive-Accounts till the date of his illegal termination. He stated that as Executive-Accounts he was performing administrative duties of Accounts as per the instructions of the General Manager. He stated that he was required to report to his superiors and give updates on the work allotted. He stated that he was rendering unblemished services with the Employer until the Employer decided to terminate his services.

3. He stated that the Employer issued a “Separation Agreement” dt. 17/12/2020 and asked him to sign the same before 30/12/2020. He stated that he was shocked to learn that the said so called “Separation Agreement” mentioned about cessation of my employment upon signing the same. He stated that upon signing the same, it would be treated as voluntarily resignation and accepted by the Employer for all the legal purposes. He stated that he refused to sign the same and questioned the Employer under what provision of law the said so called “Separation Agreement” was issued. He stated that he asked whether there is any resolution of the Employer to sign such “Separation Agreement” by the employees. He stated that issuing a “Separation Agreement” was bad-in-law and was an attempt by the Employer to retrench his services without following the statutory mandate as required under the I. D. Act, 1947. He stated that during the Covid-19 Pandemic period, being pharmaceutical company, the Employer was operating in full swing with recruitments being made during the pandemic period. He stated that the employees, including himself, were asked to work from home whenever required to meet the safety norms of Covid-19 pandemic precautions. He stated that since he refused to sign the “Separation Agreement”, the Employer terminated his services w.e.f. 09/02/2021. He stated that no termination letter was issued to him, however, he was telephonically informed by the Finance Director Mr. Kalpesh Shah, on 09/02/2021.

4. He submitted that his services were terminated without any justified reasons although he rendered unblemished services to the Employer for more than 11 years. He submitted that the termination of his services was in violation of the principles of natural justice and that the same amounted to retrenchment of his services under the I.D. Act, 1947. He submitted that the Employer had not followed the statutory mandate of retrenchment as required under the I.D. Act, 1947. He submitted that the Employer has neither given him one month’s notice prior to terminating his services nor has paid one month’s salary in lieu of such notice. He stated that he made a complaint dt. 07/12/2021 of illegal termination of his services to the Commissioner, Labour & Employment, Panaji-Goa. He stated that during the course of conciliation the Employer’s representative stated

that there is no scope for reinstatement and the Management was ready to settle him on monetary grounds. He stated that since there was no amicable settlement during the conciliation before the ALC, Panaji and accordingly recorded failure of conciliation on 22/09/2022. He submitted that the action of the Employer in terminating his services w.e.f. 09/02/2021 is illegal, bad-in-law and unjustified and is in contravention of the I. D. Act, 1947. He stated that he is unemployed from the date of his termination till today. He stated that he had approached several organizations/employers, but due to his age he is not successful in getting employment. The Workman therefore prayed that he may be reinstated in service with full back wage, consequential benefits and continuity in service.

5. The Employer resisted the claim of the Workman by filing its reply dt. 17/07/2023. The Employer, in its preliminary submissions made in the reply, submitted that the Party-I is not a “Workman” within the meaning of any labour law as he was employed in a managerial or administrative capacity as well as he was drawing a salary of Rs. 61,585/- more than 10,000/- per month. The Employer stated that the Party-I was designated as Asst. Manager (Accounts). The Employer stated that the role of the Party-I was managerial in nature and he was having decision making power with respect to the profile handled by him, the Party-I was authorized to operate and access its Bank Accounts and Board Resolution were issued to that effect by them. The Employer stated that the Party-I being an authorized signatory to its Bank Accounts, was in decision making position for all the operations which were managed through these accounts. The Employer stated that in every company the right to operate Bank Account is the key decision making power which in this case was vested with the Party-I. The Employer stated that the Party-I was directly reporting to Kalpesh Shah (Director of Finance, Legal and supply chain) and the Party-I was deputed at a Senior Level with them. The Employer stated that the Party-I is one of the senior most employees in the finance function responsible for financial decision making, treasury management, finance controlling, vendor payment supervision etc. and promotion of the Party-I shows that they had no ill intention or ulterior motive about Party-I. The Employer stated that even though the Goa Business Operations were limited in size, Party-I was promoted to the Asst. Manager Level which shows that his role in the organization was elevated. The Employer stated that by virtue of his role as Asst. Manager (Accounts), he was exposed to managerial roles and powers for which he was designated as such. The Employer stated that the Party-I was responsible for the following work as Asst. Manager Accounts such as Authorized signatory to various bank accounts on behalf of the Employer, preparing MIS on a monthly basis for business operations and management decision making (Income statement, Balance sheet and related annexures, taking care of fixed deposit investments with the banks and preparing reconciliation statements thereby managing the Company financials and cash-flow, preparing reports on sales and submitting them to the global team on a monthly basis thereby reporting to even the Global team of the Company, preparing monthly and quarterly financials and submitting them to the global team, preparations for statutory and tax audits and ensuring smooth and timely closure of statutory and tax audits, handling audit queries and interaction with statutory auditors of the Company, Bank payment/Receipt reconciliation and depo accounts reconciliation and management reporting, preparing details for Income tax scrutiny and submitting them to the tax auditors for tax audit purpose, also interaction with tax auditors, ensuring payment follow-up with the depot on the collection part, ensuring timely payment to vendors as a backup to other team members and approving vendor payments. The Employer stated that the Party-I was authorized to operate an access its bank accounts and Board Resolutions were issued to that effect by them. The Employer therefore submitted that the Party-I cannot be considered as a Workman within the definition of 2(s) of the I.D. Act, 1947.

6. The Employer admitted that the Party-I was appointed vide appointment letter dt.20/04/2009 and the said appointment letter contains clause No.8 entitling them to terminate the employment of Party-I by notice period of one month or payment of one month's salary in lieu of such notice. The Employer stated that the Party-I is not a “Workman” under the benevolent provisions of the I.D. Act, 1947 and thus the present claim is not maintainable before this Hon'ble Court. The Employer stated that the relation between the Party-I and themselves is contractual, therefore a contract of private employment is not similar to public employment and in such private employment, there is no scope of applicability of the principles of administrative law/public law. The Employer stated that as the appointment letter (which is an admitted fact) provides termination of services by one month's notice, then, at best Party-I will be only be entitled to one month's pay in terms of the contract and the Party-I is not entitled to any relief of continuation in services or pay with consequential benefits at all. The Employer submitted that the provisions of Section 14(1)(c) of the Specific Relief Act, 1963, a contract which is determinable in nature cannot be specifically enforced. The Employer stated that since the appointment or employment contract in the present case is determinable by one month's notice there does not arise the question of giving any relief which tantamount to enforcement of a determinable contract. The Employer stated that as per section 14(1) (b) of the Specific Reliefs Act, a contract of personal service cannot be enforced when the Employer is not the Govt. or a state, as per Article 12 of the Constitution of India. The Employer stated that,

in terms of the contract agreed between the parties, exercised its contractual right and terminated the services of Party-I vide Notice of Termination dt. 09/02/2021 and issued the full and final dues of Rs. 2,99,408/- to Party-I vide cheque bearing No. 009207 dt. 09/02/2021 drawn on HDFC Bank as Party-I did not present the cheque or accept the said cheque, they transferred the aforesaid amount vide NEFT Ref. No. 071211437657123 dt.12/03/2021 in the account of Party-I. The Employer stated that they informed the Party-I well in advance about the cessation of employment to give him adequate time to find suitable employment elsewhere, however, all efforts went in vain. The Employer stated that the relationship between the Employer and the employee in the present case is governed only by a contract of employment and the Party-I had agreed that the employment can be terminated by either party by service of one month's notice or salary in lieu thereof, the Employer solely acted in terms of the contract and terminated his services and therefore, there is no question of reinstatement, back wages, etc. The Employer denied the overall case as pleaded by the Party-I and prayed that the Party-I is not entitled to any relief and his claim be dismissed with exemplary costs.

7. Thereafter, the Party-I filed his re-joinder at Exb.6. The Party-I, as and by way of his re-joinder, denies all the contentions and submissions of the Employer which are contrary to and inconsistent with the contentions and submissions of the Party-I in his claim statement.

8. Based on the pleadings filed by the parties' hereinabove, this Hon'ble Court was pleased to frame the following issues at Exb.7.

1. Whether the Party-I proves that he is Workman as defined u/s 2(s) of the I.D. Act, 1947?
2. Whether the Workman/Party-I proves that the action of the management of the Employer in terminating his services w.e.f. 09/02/2021 is illegal and unjustified?
3. Whether the Employer/Party-II proves that Party-I was performing administrative, supervisory and managerial duties?
4. Whether Workman/Party-I proves that he is entitled to any relief?
5. What order? What award?

9. My answers to the aforesaid issues are as under:

1. Issue No. 1 : In the negative
2. Issue No. 2 : Does not arise.
3. Issue No. 3 : In the affirmative
4. Issue No. 4 & 5 : As per final Order.

I have heard the oral arguments of Ld. Adv. Shri P. Agarwal appearing for the Party-I as well as Ld. Adv. Shri V. Langawat representing the Employer. Both the parties have filed their synopsis of written arguments. I have carefully perused the entire records of the present case including the synopsis of written argument filed by both the parties. I have also carefully considered the submissions advanced before me.

REASONS

10. *Issue No. 1 & 3:*

I am deciding the issue No. 1 and 3 simultaneously as both the said issues are interlinked with each other.

11. The Employer resisted the claim of the Party-I by alleging that the Party-I is a not a "Workmen" as defined u/s 2(s) of the I. D. Act, 1947. The burden was therefore put on the Party-I to prove that he is a Workmen as defined u/s 2(s) of the I. D. Act, 1947. The term Workman has been defined u/s 2(s) of the I. D. Act, 1947 and it means "*any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has led to that dispute, but does not include any such person.*"

- (1) *who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or*

- (2) *who is employed in the police service or as an Officer or other employee of a prison or*
- (3) *who is employed mainly in a managerial or administrative capacity*
- (4) *who, being employed in a supervisory capacity draws wages exceeding Rs. 1,600/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

12. Thus, from the bare reading of definition of "Workman" under the I. D. Act, 1947, it is clear that in order to prove the concerned employee is a 'Workman' or not within the meaning of the said act, he/she must prove that he/she was employed in an 'Industry' as defined under the said Act and secondly he/she was employed to perform any of the work such as to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward and that it is not sufficient to prove that the concerned employee was not falling in any of the exceptional category i.e. administrative, managerial and/or supervisory in nature and drawing a salary of more than Rs. 7,500/- p.m.

13. In the case of H. R. Adyanthaya V/s Sandoz (I) Ltd. reported in 1994 (69) FLR 593 wherein the Hon'ble Supreme Court of India held that a person claiming to be a Workman under the I. D. Act, 1947 must show that he was employed to do the work of any of the category which of manual, unskilled, skilled, technical, operational, clerical or supervisory and that is not enough that he was not covered by either of the four exceptions to the definition of the Workman.

14. In the case of Management of M/s Sonapate Co-operative Sugar Mills Ltd. V/a Ajit Singh reported in 2005 LAB IC 1315, wherein the Hon'ble Supreme Court of India observed that the question as to whether the Employee has been performing a clerical work or not is required to be determined upon arriving at the findings as regards the dominant nature of duty with a view to give effect to the expression to do "any manual unskilled, skilled, technical, operational, clerical or supervisory work", the job of the concerned employee must fall within one or other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto, he would be a Workman".

15. Therefore, in order to prove that the Party-I was a "Workman" as defined u/s 2(s) of the I. D. Act, 1947, the Party-I has to prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work. It is well settled law that whether a person is a 'workman' or not as defined u/s 2 (s) of the I. D. Act, 1947 has to be decided on the basis of the predominant nature of duties performed by concerned person at the relevant time, it cannot lay down any straight jacket formula.

16. In the case in hand, the Party-I was working with the Employer as a Junior Accounts Assistant vide appointment letter dt. 20/04/2009 and thereafter was promoted as Executive Accounts vide letter dt. 01/01/2017. The evidence on record indicates that the Party-I remained as Executive Accounts till the date of his illegal termination. The Salary of the Party-I was Rs. 61,585/- per month. The Workman pleaded and stated on oath that he was performing administrative duties of accounts as per instructions of the General Manager. The Party-I, however, did not specify his predominant nature of duties and responsibilities. The Party-I, in his cross examination, deposed that he was authorized signatory to the bank on behalf of the Employer Company. He deposed that he used to create the income statement of the management company for the entire India Operation. He deposed he used to ask the Bank Statement for reconciliation. He deposed that he used to prepare tax audit as well as audit queries raised by the internal auditor and that he used to answer of the queries raised by the statutory auditor on the work allotted to him. He admitted that he used to make payment to the vendor of the Employer Company. He admitted that he used to report to Mr. Kalpesh Shah Director (Finance). He admitted that he used to report on sales to the global team upon confirmation from the finance director. He admitted he used to send the said report on the sales to the global team every month and quarters. He deposed that since in the earlier software, there was no option of accounts executive and, as such, they put the work assistant manager account by my consent.

17. Per country the Employer pleaded and stated on oath that the Party-I was promoted to Assistant Manager level which showed that his role in the organization was elevated and that virtually of his role as Assistant Manager (Accounts), he was exposed to managerial role and powers he was responsible of the following work as such authorized signatory to various bank accounts on behalf of the Company, preparing MIS on a monthly basis for business operations and management decision making (Income statement, Balance sheet and related annexures), taking case of fixed deposit investments with the banks and preparing reconciliation statements thereby managing the Company financials and cash-flow, preparing reports on sales and submitting them to the global team on a monthly basis thereby reporting to even the Global team of the Company, preparing monthly and quarterly financial statement and submitting them to the global team, preparations for

statutory and tax audits and ensuring smooth and timely closure of statutory and tax audits, handling audit queries and interaction with statutory auditors of the Company, bank Payment/Receipt reconciliation and depo accounts reconciliation and management reporting, preparing details for Income tax scrutiny and submitting them to the tax auditors for tax purpose, also interaction with tax auditors, ensuring payment follow-up with the depot on the collection part, ensuring timely payment to vendors as a backup to other team member and approving vendor payments, authorized and access its bank account and board resolution to that effect by them.

18. In his cross examination, the sole witness of the Employer Shri Ganesh Ramakrishnan, a director (finance, legal and supply chain), deposed that in resolution at Exb. 36 pertaining to para 2 of the said resolution authorized him to appear and give evidence on behalf of the Employer and that there is no specific resolution by BOD of the Employer pertaining to the present case. He deposed that the Employer does not manufacture and it is in the business of medicated plaster and first aid bandages. He deposed that he is not aware if any promotion letter was issued to the Party-I to show that he was promoted as Assistant manager(Account) as stated by me in para 5 of my AIE as it was prior to joining the Employer company. He deposed that he has not produced on record any promotion letter of the Party-I thereby promoting him to the post of Assistant Manager (Account), since he has not come across the records of the Employer.

19. Thus, the Party-I was working with the Employer since 14/4/2009. Party-I was designated as Junior Account Assistant w.e.f. 20/4/2009. The Party-I thereafter promoted as Executive Account w.e.f. 1/1/2017 till the date of his alleged illegal termination. At time of termination, the monthly salary of the Party-I was Rs. 61,585/- per month. The Party-I performed administrative duties of accounts. The Party-I was an authorized signatory to the bank on behalf of the Employer company, creating the income statement of the management company for the entire India Operation, used to ask the bank statement of reconciliation, used to prepared the tax audits as well as audit queries raised by the internal auditor, used to answer the queries raised by the statutory auditor on the work allotted to him, used to make payment to the vendor of the Employer Company, used to authorized the bank payment voucher, used to report to Mr Kalpesh Shah, (Finance), used to report on sales to the global team upon confirmation from the finance director and used to send the said report on sales to the global team every month and quarters. Thus, the aforesaid duties and responsibilities performed by the Party-I are administrative as well as managerial in nature and not of manual, unskilled, skilled, technical, operational, clerical or supervisory work and as such the Party-I is not a Workman as defined under section 2(s) of the I. D. Act, 1947. Hence, it is held that the Party-I failed to prove that he is a Workman as defined under section 2(s) of I. D. Act 1947. The Issue No. 1 is therefore answered in the negative and Issue No. 3 is answered in the affirmative.

20. Issues No. 2

While deciding the Issue No. 1 herein above, I have discussed and came to the conclusion that the Party-I is not a “Workman” as defined under section 2(s) of the I. D. Act, 1947. Similarly, while deciding the Issue No. 3 herein above, the Party-I was performing administrative and managerial duties.

Since this Hon’ble court comes to the conclusion that the Party-I is not a Workman within the meaning of section 2(s) of the I. D. Act 1947, this court has no jurisdiction to decide the legality and justifiability of the action of the management of the employer in terminating the services of the Party-I w.e.f 9/2/2021. The Issue No. 2 is therefore answered accordingly.

21. Issue No. 4

While deciding the Issue No. 1 herein above I have discussed and came to the conclusion that the Party-I is not a “Workman” as defined under section 2(s) of the I. D. Act 1947. The Party-I is not entitled to any relief from this Hon’ble Court.

In view of above, I pass the following order.

ORDER

1. It is held that the Party-I is not a Workman as defined under Section 2(s) of the I. D. Act, 1947.
2. It is held that the issue as to Whether the Workman/Party-I proves that the action of the management of the Employer in terminating his services w.e.f. 09/02/2021 is illegal and unjustified, does not arise.
3. No order as to costs.
4. Inform the Government accordingly.

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

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 8/540/2025-LD(Estt.)/287

Date : 23-Jan-2026

In exercise of the powers conferred by Section 20AA of the Societies Registration (Goa Amendment) Act, 2023, the Government is pleased to extend the tenure of appointment of Dr. Ajay Gaude, Senior Scale Officer, working as Director, Directorate of Sports and Youth Affairs, Panaji Goa, as the sole Administrator to look after day to day working and moreover issue Samaj Certificates to the people of the Society “Gomantak Goud Maratha Samaj”.

This Order shall be in force for a further period of six (06) months with effect from 25-01-2026, unless extended by the Government, since Society’s affairs have not yet reached finality due to the ongoing legal matters.

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

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Notification

No. 8/131/2024-LD(Estt.)/Part-I/275

Date : 22-Jan-2026

In exercise of the powers conferred by Section 78 A of the Registration Act, 1908 (Central Act 16 of 1908), as in force in the State of Goa, and in pursuance of the Cabinet approval obtained by the Revenue Department and with the prior concurrence of the Finance Department, the Government of Goa hereby remits the registration fee payable under the said Act and the rules made thereunder, in respect of the registration of a sale deed executed in favour of ECHO (Prathidhwani), Centre for Juvenile Justice, Bengaluru, Karnataka, a charitable institution, for the purpose of empowerment, rehabilitation and reintegration of children in conflict with law and children in need of care and protection, in public interest.

2. The remission shall apply to the following property and transaction:

- Survey No.: 547/3, Thivim Village, Bardez Taluka
- Area: 5,368 sq. metres
- Consideration/Market value: Rs. 8,05,20,000/-
- Nature of document: Sale Deed

3. The market value adopted for stamp duty under the Indian Stamp Act, 1899, as reflected in Notification No. 35/03/04/2025-RD/66 dated 13-01-2026, shall be the basis for determination of registration fee, which is quantified at Rs. 24,15,600/-.

4. This remission is subject to the conditions that:

- (a) the land shall be used exclusively for the charitable purposes of the institution; and
- (b) the exemption shall not be treated as a precedent.

5. This issues with the approval of the Cabinet meeting of the Council of Ministers No. LXXXIXth held on 07-01-2026 and concurrence of the Finance (R&C) Department vide U. O. No. 1400122478 dated 22-01-2026.

6. This notification shall come into force with immediate effect.

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

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Notification

No. 6/28/92/-LD(Misc-I)(Estt)/Misc-I(M.S)/285

Date : 23-Jan-2026

In exercise of the powers conferred under the provisions of the Legal Services Authorities Act, 1987, and in pursuance of the nomination made by the Hon'ble the Chief Justice, High Court of Bombay, Patron-in-Chief of the Maharashtra and Goa State Legal Services Authorities, the Government of Goa is pleased to notify that:

Hon'ble Shri Justice Suman Shyam, Senior Judge, High Court of Bombay at Goa is hereby appointed/nominated as the Executive Chairperson of the Goa State Legal Services Authority, with effect from 05th January, 2026.

This notification is issued in accordance with the communication received from the Maharashtra State Legal Services Authority, Mumbai, vide letter No. MSLSA/2026/3723 dated 05-01-2026, and the subsequent proposal forwarded by the Goa State Legal Services Authority.

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

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Notification

No. 8/12/2020-LD(Estt.)/286

Date : 23-Jan-2026

In exercise of the powers conferred by Section 78A of the Registration Act, 1908 (Central Act 16 of 1908), the Government of Goa hereby remits the registration fee amounting to Rs. 3,33,680/- (Rupees Three lakh thirty-three thousand six hundred and eighty only) in respect of the purchase of land admeasuring 2469 square metres, purchased for a total consideration of Rs. 1,10,00,000/- (Rupees one crore ten lakhs only).

2. The said land has been purchased vide Sale Deed duly executed and registered between:

- Dr. K. B. Hedgewar Shikshan Prasarak Mandal, Cujira, Bambolim, Goa.
(Purchaser)
- and
- Cherish Specialities Limited, Dona Paula, Goa.
(Vendor)

3. The property pertains to Survey No. 27/1-A (Part) of Village Valpoi, Sattari, Taluka, Goa.

4. The land is intended to be utilized for the construction of a school complex, with the objective of imparting value-based, sound and rational education to students, which purpose is considered to be in public interest.

5. Accordingly, the registration fee payable on the aforesaid Sale Deed stands remitted in terms of the powers vested in the Government under the said Act.

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

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Addendum

No. 2-2-2020-LD (Estt)/Part II/273

Date : 22-Jan-2026

Read: (1) Order No. 2-2-2020-LD(Estt)/Part-I/2775 dated 17-10-2025.

In the above referred Order, the following paragraph shall be inserted before the last paragraph namely:

“The above Officers shall draw their salary against the vacant posts of the District Registrar (Headquarters) and District Registrar (North), respectively, from the date of their joining report”.

All the remaining contents of the said Order shall remain unchanged.

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 428-DSW-SDB-2025-26/Writ pet/Trans Act/7691

Date : 16-Jan-2026

Read:- Central Act No. 40 of 2019 the Transgender Persons (Protection of Rights) Act, 2019 and Notification No. G.S.R. 592 (E) The Transgender Persons (Protection of Rights) Rules, 2020.

In exercise of the power conferred under 11(5) of the Transgender Persons (Protection of Rights) Rule 2020, the Government of Goa hereby constitutes District Level Transgender Protection Cell in the State of Goa as under:-

North Goa District

1.	District Magistrate (North)	Chairperson
2.	Deputy Director, Social Welfare Department	Member Secretary
3.	Shri Milind Bhumbhar, Police Inspector, Saligao Police Station	Member
4.	Shri Allaudin Khan, Police Sub-Inspector, Valpoi Police Station (presently attached to NDRLF, Porvorim)	Member
5.	PC-7751 Amit Narvekar, Porvorim Police Station	Member
6.	PC-8701 Sunil Chawan, Porvorim Police Station	Member

South Goa District

1.	District Magistrate (South)	Chairperson
2.	District Welfare Officer, Social Welfare Department	Member Secretary
3.	Shri Melson D. Colaco, Police Inspector, Curchorem Police Station	Member
4.	Shri Nikhil M. Naik Dessai, Police Sub Inspector, Vasco Police Station	Member
5.	PC-6075 Shri. Keshav C. Salgaonkar, Maina Curtorim Police Station	Member
6.	PC 6285 Shri Samir S. Naik, Fatorda Police Station	Member
7.	Any other member(s) who may be co-opted by the Chairperson	Member

The District Level Transgender Protection Cell shall function in accordance with the Transgender Persons (Protection of Rights) Act, 2019 and Rules, 2020.

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

Dipak Desai, Director & ex officio Addl. Secretary (Social Welfare).

Panaji.

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

No. 36/18/39A/Notification (23F)/TCP/2025/58

Date : 28-Jan-2026

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

TABLE

Sr. No.	Name of the Applicant	Survey No./Sub Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Shrikant Hanumant Patil & Mr. Diptesh Shrikant Patil	266/1-G	Usgao, Ponda	Natural Cover Total Area (436)	Settlement Zone	436	Approved for change of Zone an area of 436m2 from Natural Cover to Settlement Zone.
2.	Mahesh V. Talreja	209/1-H	Soccoro, Bardez	Partly Natural Cover (160m2), Partly Natural Cover with No Development Slope (90m2) Total Area (250)	Settlement Zone	250	Approved for change of Zone an area of 160m2 from Natural Cover to Settlement Zone and an area of 90m2 from Natural Cover with No Development Slope to Settlement Zone being within permissible gradient.
3.	Camilo Dos Remedios Coelho	216/7	Soccoro, Bardez	Partly Orchard (75m2), Partly Natural Cover (3501m2) Partly Orchard with No Development Slope (99m2) Total Area (3675)	Settlement Zone	3675	Approved for change of Zone an area of 75m2 from Orchard to Settlement zone, and an area of 3501m2 from Natural Cover to Settlement Zone and an area of 99m2 from Orchard with No Development Slope to Settlement Zone being within permissible gradient.
4.	Sandeep R Adpaikar	328/1-M	Curtorim, Salcete	Natural Cover Total Area (247)	Settlement Zone	247	Approved for change of Zone an area of 247m2 from Natural Cover 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(7)/TCP/2024/32 dated 28-10-2024, published in the Official Gazette, Series III No. 31 dated 01-11-2024 (as regards proposal at Sr. No. 1);

- (ii) Vide Notification No. 36/18/39A/Notification(35)/TCP/2025/619 Dated 22-10-2025, published in the Official Gazette, Series III No. 30 dated 23-10-2025 (as regards proposal at Sr. No. 2);
- (iii) Vide Notification No. 36/18/39A/Notification(29)/TCP/2025/377 dated 13-08-2025, published in the Official Gazette, Series III No. 21 dated 21-08-2025 (as regards proposal at Sr. No. 3);
- (iv) Vide Notification No. 36/18/39A/Notification (22)/TCP/2025/190 dated 11-06-2025, published in the Official Gazette, Series II No. 11 dated 12-06-2025 (as regards proposal 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-rules (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 210th Meeting held on 30-12-2024, Sr. No. 2 in its 225th Meeting held on 23-12-2025, Sr. No. 3 in its 221st Meeting held 16-10-2025, Sr. No. 4 in its 217^h Meeting held 29-07-2025, 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.



Department of Women and Child Development

Directorate of Women and Child Development

Notification

No. 2-107(203)2025-26/Add.SPP/DWCD/ICPS/8764

Date : 23-Jan-2026

In exercise of the powers conferred by sub-section (1) of Section 32 of the Protection of Children from Sexual Offences Act, 2012 (Central Act No. 32 of 2012) read with Section 21 of the General Clauses Act, 1987 (Act 10 of 1897), the Government of Goa hereby amends the Government Notification No. 2-107(37)2023-24/DWCD/POCSO/Part-I/5830 date 16-10-2023, published in the Official Gazette, Series II No. 29 dated 19-10-2023 (hereinafter referred to as the “principal Notification”) as follows, namely:-

- (1) Jannifer Santamaria
- (2) Tema Narvekar
- (3) Shilpa Nagvenkar
- (4) Prashila Narulkar
- (5) Swati Parab Gaonkar

In the principal Notification, the existing entry at serial No. (2) shall be omitted.

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.

Jyoti Desai, Director and ex officio Jt. Secretary, Women and Child Development.

Panaji.