

Panaji, 05th March, 2026 (Phalguna 14, 1947)

**SERIES II No. 49**

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note: There is one Extraordinary issue to the Official Gazette, Series II No. 48 dated 26-2-2026, namely, Extraordinary dated 27-2-2026 from pages 1659 to 1666 regarding Orders and Notifications from Department of Finance and State Election Commission, Goa.*

**GOVERNMENT OF GOA****Department of Industries****Notification**

No. 3/11/2023-IND(Part-II)/32

Date : 23-Feb-2026

Read: Government Notification No. 3/11/2023-IND(Part-II)/006 dated 02-01-2026, published in the Official Gazette, Series II No. 41 dated 08-01-2026 in respect of the Project Proponent M/s. BramhaCorp Theme Park LLP.

In exercise of the powers conferred by sub-section (1) of Section 43 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021), the Government of Goa hereby appoints a Planning, Development and Construction Committee, consisting of the following members, for the Investment Promotion Area declared by the Government vide Notification cited above, in respect of the Project Proponent M/s. BramhaCorp Theme Park LLP to establish a theme park/garden in Goa at Pernem Village, Pernem Taluka, North Goa District:-

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

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

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

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

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

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

Porvorim.



### Department of Inland Waterways

Captain of Ports

#### Notification

No. B-11039/IV ACT 2021/25-26/874

Date : 27-Feb-2026

Read: Government Notification No. B-11039/IV ACT 2021/24-25/1211 dated 20-03-2025, published in the Official Gazette, Series II No. 52 dated 27-03-2025.

In exercise of the powers conferred by sub-section (1) of Section 43 of the Inland Vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the following persons as Surveyor for the purpose of performing duties and implementing the provisions of Chapter VII of the said Act, for further period of one year from 05-03-2026 to 04-03-2027, namely:-

- (1) Shri Virendra N. Bandodkar
- (2) Shri Emerson Cardozo
- (3) Shri Mandar G. Kadnekar

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

*Octavio A. Rodrigues*, Captain of Ports & ex officio Joint Secretary.

Panaji.

#### Notification

No. B-11039/IV ACT 2021/25-26/875

Date : 27-Feb-2026

Read: Government Notification No. B-11039/IV ACT 2021/24-25/1209 dated 20-03-2025, published in the Official Gazette, Series II No. 52 dated 27-03-2025.

In exercise of the powers conferred by sub-section (1) of Section 10, sub-section (3) of Section 51 and sub-section (1) of Section 55 of the Inland Vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the following persons as Surveyors, for the purposes of the said sections of the said Act, for further period of one year from 05-03-2026 to 04-03-2027, namely:-

- (1) Shri Virendra N. Bandodkar
- (2) Shri Emerson Cardozo
- (3) Shri Mandar G. Kadnekar

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

*Octavio A. Rodrigues*, Captain of Ports & ex officio Joint Secretary.

Panaji.

**Notification**

No. B-11039/IV ACT 2021/25-26/876

Date : 27-Feb-2026

Read: Government Notification No. B-11039/IV ACT 2021/24-25/1210 dated 20-03-2025, published in Official Gazette, Series II No. 52 dated 27-03-2025.

In exercise of the powers conferred by sub-section (1) of Section 36 of the Inland Vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the persons as specified in column (2) of the Table below as Examiners in respect of the streams as specified in corresponding entries in column (3) of the said Table for further period of one year from 05-03-2026 to 04-03-2027.

TABLE

Sr. No.	Name of Person	Stream
(1)	(2)	(3)
(1)	Shri Virendra N. Bandodkar	Examiner of candidates in Engine stream.
(2)	Shri Emerson Cardozo	Examiner of candidates in Deck stream.
(3)	Shri Mandar G. Kadnekar	Examiner of candidates in Engine stream.

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

*Octavio A. Rodrigues*, Captain of Ports & ex officio Joint Secretary.

Panaji.

**Department of Labour****Order**

No. 24/13/2013-LAB-ESI/111

Date : 20-Feb-2026

Government is pleased to accept the notice of voluntary retirement dated 24-11-2025 tendered by Dr. Reshma L. Khandeparkar, Insurance Medical Officer in ESI Scheme under Labour Department under Rule 43 (1) of CCS (Pension) Rules, 2021 and to relieve her from the post of Insurance Medical Officer in E.S.I. Scheme under Labour Department with effect from 28-02-2026 (a.n.).

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

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

Porvorim.

**Order**

No. 28/49/2025-LAB/127

Date : 27-Feb-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. S.P. Enterprises, Bordem, Bicholim and its workmen represented by Rashtriya Mulnivasi Bahujan Karmachari Sangh in respect of the matter specified in the Schedule hereto;

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

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

## SCHEDULE

(1) Whether the Union of Rashtriya Mulnivasi Bahujan Karmachari Sangh has locus-standi to raise the Charter of Demands before the management of M/s. S.P. Enterprises, Bordem, Bicholim, Goa.

(2) If the answer to the above is in affirmative then, whether the action of the management of M/s S.P. Enterprises, Bordem, Bicholim-Goa, in not conceding the following Demands raised by the Union is legal and justified?

**Demand No. 01:**

All the contract workers shall provide 26 days guaranteed employment.

**Demand No. 02:**

All the workmen shall be given Rs. 3500/- flat in basic salary.

**Demand No. 03:**

The VDA shall be paid at the rate of Rs. 5/- per point of All India Consumer Price Index (1960 series). The computation of VDA shall be made quarterly.

**Demand No. 04:**

That the HRA shall be revised by adding Rs. 3000/- to the existing House Rent Allowance.

**Demand No. 05:**

That night shift allowance shall be revised by adding of Rs. 80/- to the contract workers.

**Demand No. 06:**

That Identity card/Gate pass issued to contract workers at Nestle must include stamp of contractor as well as that of Principal employer i.e. Nestle India Limited, Bicholim Unit.

**Demand No. 07:**

That contract workers who are suspended/terminated from March 2013 must be re-instated in service/ /work/job. (List of those contract workers attached).

**Demand No. 08:**

That all the qualified workers for the posts of Collaborates for Unskilled Job must be taken for work. Three batches in this category includes preference to those who cleared their tests followed by remaining two batches.

**Demand No. 09:**

That wage settlement for contractor workmen who have not accepted wage settlement for the years 2013-14, 2014-10, 2015-16, 2016-17, 2017-18 as per letter dated 11<sup>th</sup> January, 2018 of Factory Manager Stanly K Ommen be granted all the pending benefits as contained in Memorandum of settlement

**Demand No. 10:**

That yearly bonus of 20% shall be given to contract workers along with record slip of bonus.

**Demand No. 11:**

That contract workers shall be given sick leave 8 days, casual leave 8 days and earned leave 20 days annually.

**Demand No. 12:**

That month-to-month payment slip shall be given to the contract workers at the factory premises.

**Demand No. 13:**

That all the contract workers uniforms be changed with new sets every six months.

**Demand No. 14:**

That there shall be no discrimination between contract workers and permanent workers of the factory in terms of quality of shoes. Contract workers must be given same quality of shoes during work hours as permanent workers. Safety norm should be equal to all as per Nestle policy.

**Demand No. 15:**

That contract workers from 1999 onwards shall be paid according to seniority principle. Seniority shall be protected.

**Demand No. 16:**

That installation of register book inside the factory premises to process shift change and weekly off change of contract workers.

**Demand No. 17:**

That smooth process of gaining Provident Fund Pension benefits to contract workers on resignation before retirement. Contractors must facilitate this process in helpful manner.

**Demand No. 18:**

That compulsory benefit of Public Holidays to contract workers ie. three-time financial benefits and one compensatory off.

**Demand No. 19:**

That Company must arrange bus service to all the contract workers residing within 20 kilometers distance from the factory premises.

**Demand No. 20:**

That the Management should implement Award dated 25th March, 2021 of the Industrial Tribunal-cum-Labour Court of Panaji-Goa (Appeal No. 04/2016).

**Demand No. 21:**

That the minimum two meeting shall be held in every week to settle the issues amicably at earliest.

**Demand No. 22:**

That all the existing benefits and facilities not covered in this Charter should be continue.

**Demand No. 23:**

That this settlement should cover all the contract workers Union members employed in Nestle India Ltd., Bicholim, Goa Unit.

**Demand No. 24:**

That the period of the settlement shall be for three years, i.e from 1<sup>st</sup> April, 2025 to 31<sup>st</sup> March, 2028.

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

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

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

Porvorim.

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**Notification**

No. 28/02/2026-LAB/Part-III/121

Date : 26-Feb-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 02-02-2026 in Case Ref. No. LC-II/Appln/02/2016 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/Appln/02/2016

Ms. Maria Perpet D'Souza,  
R/o. Caras Waddo,  
Mapusa, Bardez-Goa

..... Applicant/Party I.

V/s

M/s. Vikvins Consultants Pvt. Ltd.,  
Having its office at S. N. 28/11+12,  
Shivaji Niketan, Tejas Society,  
Kothrud, Pune

..... Opponent/Party II.

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

Opponent/Party-II represented by Ld. Adv. Shri. P. Chawdikar.

Panaji, Dated: 02-02-2026.

**AWARD**

1. By this Award, I shall disposed off the claim application filed by the Party- I/Workperson u/s 2-A (2) of the I.D. Act, 1947.

2. It is the case of the Applicant that she was appointed as a 'Team Coach' in retail w.e.f. 12/12/2011. She stated that she was initially appointed for a period of 12 months from 12/12/2011 to 11/12/2012 and her posting was at Mapusa M and G Circle, Mapusa-Goa. She stated that she worked for the period of 12 months with unblemished records. She stated that she continued to work with the Employer/Party-II (for short, the 'Employer') at M and G Circle, Mapusa-Goa without any further communication. She stated that she is deemed to be appointed in a regular post from 12/12/2011. She stated that she was not issued any letter of appointment. She stated that as per the understanding with the Opponent, she was required to work at Mapusa and cannot be transferred to any other location. She stated that she has not signed any contract with the Opponent providing for transfer clause from Mapusa circle to any other place or state. She stated that the Opponent is a company incorporated and registered under the provisions of the Companies Act, 1956 having its Registered Office at Pune. She stated that the Opponent is in the business of service provider for M/s. Vodafone Cellular Ltd. (for short, "Vodafone") a Company incorporated and registered under the provisions of the Companies Act, 1956 having its Registered Office at Coimbatore and its Maharashtra and Goa Circle Offices at Pune. She stated that the Vodafone is in the business of providing mobile or cellular phone services and has offices/branches across Maharashtra and Goa. She stated that the Vodafone engaged the Opponent as Service Provider to carry out various functions such as Sales, Enterprises and similar other functions arising out of such sales. She stated that the Vodafone had engaged the Opponent for such functions for Maharashtra and Goa vide Deputation Services Agreement dt.01/10/2015. She stated that such services are provided by the Opponent at Mapusa-Goa in the Shop premises of its Franchise namely City Link Services. She stated that the activities and jobs performed are sale of mobiles, sim cards, recharge vouchers, handsets, data cards, Wi-Fi, devices of the Vodafone by the Opponent through the Franchise M/s City Link Services. She stated that the hierarchy in Goa office for supervision of the work of the Opponent and its employees is as Zonal Manager of Vodafone - Retail Head of Vodafone – Store Manager of Vodafone and four executives and 'Team Coach'. She stated that the Workmen engaged by the Opponent are designated as 'Team Coach' and Executives. She stated that she is one of such Workmen who has been designated as 'Team Coach'. She stated that the other Workmen engaged by the Opponent are designated as Executives.

3. She stated that she was employed as a 'Team Coach' by the Opponent w.e.f. 12/12/2011 and there were four other Workmen designated as Executives working with the Opponent at the time of her employment. She stated that there was a Manager who was designated as "Stores Manager" appointed by

the Vodafone who was Managing, Administering and supervising the work at Mapusa Office. She stated that she and other four Executives were working under the Store Manager in the Mapusa Office as Counter Sales girls/Salesman. She stated that all the said employees designated as Executives were her co-workmen and the duties allotted / performed by these workmen including herself are the duties entrusted by the Stores Manager, who is the administrative head of the company at Mapusa-Goa. She stated that she and other Co-workers were also required to report to the Managerial Executives stationed at Panaji as well as registered office at Pune on day to-day working. She stated that the Opponent had not vested any authority to her to bind the Company to any kind of decisions on their behalf, that she had no power to direct or oversee the work of other employees working along with her, that she had no power to recommend or sanction leave of co-workers, that she had no power to appoint, terminate or take disciplinary action against any co-workmen, that she had no powers of assigning duties and distributing the same amongst the co-workers, that she had no power to make the attendance of other employees nor to write the confidential report of other employees. She stated that all the above said powers were with the Stores Manager of the Vodafone who was stationed in the shop where she was working.

4. She stated that as a 'Team Coach', the main/predominant nature of duties were of clerical nature i.e. Counter Salesgirl along with other employees. She stated that the work of the Opponent is sales and service at the Mapusa-Goa branch. She stated that the job and duties of the Workperson engaged by the Opponent in the office at Mapusa Counter is of Counter Sales girls/Salesman namely sale of sim cards-prepaid/postpaid, sale of recharge vouchers, sales of handsets, data cards, Wi fi device, preparation of bills/receipts manually as well as on computers, operating of computers, making entries in the computer of the daily sales and services rendered, maintain separate accounts/books in respect of products of the Vodafone and City Link Services, collect the cash, keep the records of the cash and hand over the cash of the Opponent to the Store Manager at the end of working hours of the day through SSKIOSK where the days collection is depositing, hand over the cash to the persons of Vodafone who need to visit the shop for collection of cash on day to-day basis for deposit in the bank account of Vodafone through the SSKIOSK where on the days collection is depositing, collect the cheques/cash from the customers when the SSKIOSK machine is not in working condition and Deposit the cash/cheques of Franchise in the bank. She stated that she used to prepare daily reports on Computer in respect of daily business transactions, cash/cheque/prepaid recharge/postpaid bill payment, postpaid/pre-paid sales record is sent to the Vodafone by email and cash slips are send by scanning to Vodafone.

5. She stated that she being the senior most employee in the branch at Mapusa-Goa, has to co-ordinate with the other employees stationed at Mapusa-Goa in the discharge of functions for the Opponent and such duties are occasional and are performed by her in the absence of the Stores Manager. She stated that she was not given any work in Managerial, administrative or Supervisory capacity and the minor supervision of the work is incidentally done in the absence of the Stores Manager. She stated that her leave and other workmen at Mapusa Office is sanctioned by the Store Manager after ascertaining the requirement of the workmen at the Shop. She stated that the attendance of all workmen except Stores Manager is marked by bio-metric mode. She stated that she and other workmen are also sent to the Market to get the business and for selling the postpaid cards in the interest of the Company. She stated that she and other workmen are also sent for training at various establishments of the Opponent to update their knowledge from time to time including at Pune. She stated that she is also in receipt of performance awards – Certificates for the good work carried out by her in the sale of good of the Opponent. She stated that she is also in receipt of Commission on the Value added services sold to the Customers by her. She stated that her salaries and wages and that of other employees designated as "Executive" is the same as the work performed by her and other workmen is the same and similar. She stated that in the absence of any clause of transfer in writing with the Opponent, they cannot transfer her services to any other place or state without her written consent. She stated that she proceeded on sanctioned leave from 08/05/2015 to 15/05/2015 as she has to attend to her personal work. She stated that as she could finish her work before 15/05/2015, she curtailed her leave and came to the office to report for work on 14/05/2015.

6. She stated that before reporting for work on 14/05/2015, she had sent her email communication to the Opponent on 14/05/2015 at 9.29.36 a.m. She stated that she reported for work on 14/05/2015, punched the attendance card and commenced her usual work. She stated that on 14/05/2015 at 12.35 p.m., one Mr. Sumit Sarkar, an employee of the Opponent sent an email to her informing that she is not allowed to enter the premises of the stores till the HSW enquiry for non-adherence of HSW policies is in process. She stated that it was not clear from the said email as to whether she was placed under suspension during the pendency

of the so called enquiry. She stated that she requested Ms. Sabita, Stores Manager of the Opponent to send an email to the Opponent to clarify as to what would be her salary status during the HSW enquiry period i.e. whether she will be paid her full wages during the period as she was not allowed to enter the premises for doing her work. She stated that the Opponent sent a reply email at 12.53 a.m. to her stating that it will purely depend upon the enquiry report and that till then she will not be allowed to enter the premises. She stated that on the same day i.e. 14/05/2015, she brought to the notice of the Opponent that their act is not allowing her to enter the work premises to do her normal work amounts to refusal of employment w.e.f. 14/05/2015 without following the due process of law and such an act of the Opponent is an illegal act and contrary to the Labour laws of the land. She stated that the Opponent did not issue any charge-sheet to her thereafter nor conducted any enquiry against her. She stated that the Opponent having realized that their action of keeping her out of service is not legal, issued a updated letter of transfer, transferring her to Pune office of the Opponent and requiring to report to her duties at Pune office on or before 03/08/2015 and submit her resume report to the Opponent office. She stated that her letter of transfer is non-est in the eye of law and as she cannot be transferred to any other location from Mapusa. She stated that she thereafter took up the matter with the ALC, Mapusa-Goa for intervention vide her letter dt. 10/08/2015. She stated that the ALC, took up the matter which ended in failure. She submitted that the action of the Opponent in refusing employment to her w.e.f. 14/05/2015 is illegal, unjust and malafide. She stated that she is unemployed from the date of refusal of her employment till date. She stated that she has tried her best to secure employment but failed. She submitted that the termination of her services is disproportionate to the misconduct alleged against her. The Workperson therefore, prayed that this Hon'ble Court be pleased to make an award holding that the action of the Opponent in terminating her services is non-est, illegal, malafide and unjust and that she continues to be in service with full back wages, other benefits, continuity in service and consequential benefits thereof.

7. The Opponent controverted the claim of the Applicant by filing its written statement on 30/06/2016 at Exb. 6. The Opponent, as and by way of its, preliminary objections, submitted that the present application/claim of the Applicant in the present case is not an "Industrial Dispute" as defined under section 2(k) of Industrial Disputes Act, 1947, that the said application is bad-in-law and hence not maintainable, that the Applicant has not given any justification for the demands/claims raised by her, that the Management neither terminated nor refused the services of the Applicant as claimed in the present dispute application, that the Applicant have abandoned her duties on her own, hence the claim is not maintainable, that there is non application of mind by the Applicant while filing the present application, it may be noted that the Appropriate Government has not referred the present dispute to this Hon'ble Court and as such the same is not maintainable under Section 2-A(2) of the Industrial Disputes Act, 1947 and that the Applicant is not "Workman" as defined under Section 2(s) of the Industrial Disputes Act and as such this Hon'ble Court is not having jurisdiction to entertain the said dispute and hence the claim of the Applicant is liable to be dismissed with costs.

8. The Opponent stated that the Applicant was recruited by them at Pune office and she was posted at contract work site at Vodafone Cellular Ltd., M and G Circle, Mapusa-Goa. The Opponent stated that they have executed the deputation service agreement with the Vodafone Cellular Ltd. Company. The Opponent stated that the latest of such agreement was executed on 01/10/2015 at Pune, Maharashtra which is effective from 01/10/2015 to 30/09/2016 to provide certain services as mentioned in the said agreement. The Opponent stated that they are purely a Contractor to the said company. The Opponent stated that their very existence in the State of Goa depends on the decision/discretion of the said Company. The Opponent stated that in pursuant to the said agreement, they have to depute their employees to Vodafone to provide services involving work in various functions such as Sales Enterprises at such offices/branches across Maharashtra and Goa as required by Vodafone from time to time. The Opponent stated that the Applicant was appointed to fulfill the requirements in the agreement. The Opponent stated that at the time of joining of her services, the Applicant was made aware about the terms and conditions of her services. The Opponent stated that the Applicant was also made aware at the time of joining that she needs to work at such offices/branches of the said Company across Maharashtra and Goa as required by them from time to time. The Opponent stated that a copy of the agreement was made available to the Applicant at the time of joining. The Opponent stated that the Applicant was therefore aware that she was supposed to work in both the states i.e. Maharashtra and Goa and therefore her contrary allegations made in her claim file before this Hon'ble Court is by way of an afterthought.

9. The Opponent stated that the Applicant is not a “Workman” as defined u/s 2(s) of the I. D. Act, 1947 as she was performing managerial and supervisory duties while working with them and was drawing a salary of more than Rs.10,000/- and as such this Hon’ble Court is not having jurisdiction to entertain the said dispute for want of jurisdiction. The Opponent stated that since the services of the Applicant were required at the relevant time at their Pune Office, they have issued her transfer letter. The Opponent stated that the Applicant was relieved and directed to resume duties on or before 03/08/2015. The Opponent stated that the Applicant of own accord chosen to remain absent and did not resume to her workplace at Pune. The Opponent stated that there is no refusal of employment to the Applicant as alleged in her claim. On the contrary, the Applicant remained absent unauthorizedly and before they could initiate any disciplinary action against her, she raised an Industrial Dispute by approaching the office of the ALC, Mapusa-Goa. The Opponent stated that they have not terminated the services of the Applicant nor they have refused her employment as alleged in her claim and as such the present application is devoid of merits and liable to be dismissed with exemplary costs. The Opponent denied the overall case as pleaded by the Applicant and prayed for rejection of the claim application of the Applicant with costs.

10. Thereafter, the Applicant filed her Re-joinder on 14/07/2016 at Exb.7. The Applicant, as and by way of her, re-joinder, confirms and reiterates all her submissions, averments and statements made in her Claim Statement to be true and correct and denies all the statements, averments and submissions made in written Statement by the Opponent.

11. Based on the pleadings filed by the parties hereinabove, this Hon’ble Court was pleased to frame certain issues on 20/09/2016 at Exb. 9. The said issues have been updated on 06/08/2019 at Exb. 42.

1. *Whether the Workperson/Party-I proves that the transfer order issued to her by the Opponent, directing to report at their Pune office is non-est?*
- 1A. *Whether the Workperson/Party-I proves that he is a ‘workman’ within the meaning of Section 2(s) of the I. D. Act, 1947?*
2. *Whether the Workperson/Party-I proves that she was refused the employment by the Opponent/Party-II w.e.f. 14/05/2015?*
3. *Whether the Workperson/Party-I proves that her service was terminated by the Opponent w.e.f. 14/05/2015?*
4. *Whether the Workperson/Party-I proves that the action of the Opponent/Party-II in terminating her services w.e.f. 14/05/2015 is illegal and unjustified?*
5. *Whether the Opponent/Party-II proves that the present order of reference is not maintainable in law in view of the reasons mentioned in para (a) to (d) of the written statement?*
6. *Whether the Workman/Party-I is entitled to any relief?*
7. *What order? What award?*

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

- |                     |   |                    |
|---------------------|---|--------------------|
| (a) Issue No. 1     | : | Does not arise     |
| (b) Issue No. 1A    | : | In the Negative    |
| (c) Issue No. 2     | : | Does not arise     |
| (d) Issue No. 3     | : | Does not arise     |
| (e) Issue No. 4     | : | Does not arise     |
| (f) Issue No. 5     | : | In the Affirmative |
| (g) Issue No. 6 & 7 | : | As per final order |

I have heard the oral argument of Ld. Adv. Shri. P.J. Kamat appearing for the Applicant as well as Ld. Adv. Shri. P. Chawdikar representing the Opponent. Both the parties also filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the synopsis of arguments filed by both the parties. I have also carefully considered the submissions advanced before me.

## REASONS

13. *Issue No. 1A:*

I decides the issue No. 1A first prior to the issue No.1 as the issue No.1 goes to the root jurisdiction of this Hon'ble Court.

The Opponent submitted that the Applicant is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947. It is therefore necessary to referred to the definition of the 'Workman' as defined u/s 2(s) of the I. D. Act, 1947.

*"Section 2 (s), "Workman" 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 laid 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."*

Thus, in order to prove that he/she is a "Workman" as defined u/s 2(s) of the I. D. Act, 1947, one has to prove that his/her predominant nature of duties shall fall in any of the categories i.e. manual, unskilled, skilled, technical, operational, clerical or supervisory work.

14. In the case of **H.R. Adyanthaya v/s. Sandoz (India) Ltd. reported in 1994 II CLR 552**, the Hon'ble Supreme Court of India has observed as under:

*"We thus have three three-bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories; viz. manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in May & Baker, WIMCO and Burmah Shell cases (supra) have taken the other view which was expressly negative, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the I.D. Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the I.D. Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation"*

15. In the case of **Management of M/s. Sonapat Co-op. Sugar Mills Ltd. v/s. Ajit Singh, reported in 2005 LLR 309** of Hon'ble Supreme Court of India, the Respondent was employed as Legal Assistant. He was not only used to render legal opinions on a subject, but also drafting the pleadings on behalf of the Appellant's Society besides representing before various courts / authorities. The Hon'ble Court held that the said job is not stereo type, but it involved creativity in performing the said job. The Hon'ble Court has held that such a job, would not make him a 'workman' as defined under section 2 (s) of the I.D. Act, 1947. The Hon'ble Apex Court further observed as under:

*"A person who performs one or the other jobs mentioned in the aforementioned provisions only would come within the purview of definition of workman. The job of a clerk ordinarily implies stereotype work without power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regard the dominant nature thereof. 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 the 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”.*

16. In the case of **T.P. Srivastava v/s. National Tobacco Co. (I) Ltd., reported in 1992 (1) LLN 13**, the Hon’ble Supreme Court of India has held as under:

*“In order to come within the definition of workman under the Industrial Disputes Act as it stood in the year 1973 when the appellant’s service was terminated, the employee has to be under the employment to do the work of one of the types of work referred to in the section, i.e., manual, skilled and / or clerical in nature. The finding of the Tribunal on the nature of the work is a finding on a question of fact and it is also borne out by the document produced before Labour Court. It is seen from the facts found that the appellant was employed to do canvassing and promoting sales for the company. The duties involve the suggesting of ways and means to improve the sales, a study of the type or status of the public to whom the product has to reach and a study of the market condition. He was also required to suggest about the publicity in markets and melas, advertisements including the need for posters, holders and cinema slides. These duties do require the imaginative and creative mind which could not be termed as either manual, skilled, unskilled or clerical in nature. The supervising work of the other local salesman was part of his work considered by the Tribunal as only incidental to his main work of canvassing and promotion in the area of his operation. Such a person cannot be termed as a workman is also the ratio of the decision of this Court in *Burmah Shell Oil Storage and Distribution Company v/s. Burmah Shell Management and Staff* reported in *A.I.R. 1971 S.C. 922, D.S. Nagaraj v/s. Labour Officer, Kurnool, and others, 1973 – I L.L.N 161, J.J. Deehane Distributor v/s. State of Kerela and others 1975 – II L.L.N 353”.**

Thus, in order to come within the definition of ‘workman’ as defined under section 2 (s) of the I.D. Act, 1947, one has to prove that he /she must be doing the work which falls in any of the four categories viz. manual, skilled, unskilled, technical, operational or clerical and it is not enough that he/she is not covered by either of the four exceptions to the definition of the ‘workman’. The said principle laid down by the Hon’ble Apex Court in its aforesaid 3 judgments is well established and there is no dispute about the same.

17. In the case of **Ramesh S/O Ramarao Wase V/s. the Commissioner, Revenue Division, Amravati rept. in 1996 I LLJ 55** of Hon’ble High Court of Bombay held as under:

*“7A. Coming to the duty mentioned in Para. 2 (c) of the affidavit. If the petitioner has to record measurements of completed and running works in the measurement book, he has definitely to take judgment as to whether the work is completed as per technical specification or not. Therefore, he supervises the work done by the workmen. There is an element of inspection by him and for these acts he has an authority over the workmen and labourers by reason of his post. He also has to prepare the bills and work out the valuation of the completed work. Therefore, he has to necessarily take judgment as to whether the work is completed as per the standards laid down by the contract. Here also he has an authority to sit over, and pass a judgment about the work. The nature of his work gets the label of “supervision” because of this authority. This work cannot be said to be a technical job but has to be dubbed as a work of supervisory nature.*

*8..... It is popularly believed that in order to dub the work as a “Supervisory”, the person concerned must have control over the subordinates and the person concerned should have the power to sanction leave, give promotions etc., which is only one of the facets of the supervisory work. That is not the be all and end all of the term “supervisory work”. If the supervision is required to be made in some other different way like over the quality of the work and over other aspects such as to see and examine whether the work is completed or not in satisfactory manner and in keeping with specifications that also becomes the supervisory work. It is therefore, clear that really speaking, none of the duties of the petitioner are of technical nature, but are of supervisory nature.”*

18. In the case of **Vinayak Baburao v. 1. S. R. Shinde and others, 1985(1) C.L.R., 318** of Hon’ble High Court of Bombay held as under:

*“6. The nature of work explained by him, if properly understood clearly shows that it was almost wholly supervisory character. He used to distribute the material and when the material was received, he used to distribute it among the workers. The workers were told as to how they have to do work. He himself never did the work but, he tested the work after it was completed by the workers. He had no authority to grant leave to the workers but he had definitely the power to recommend leave to the workers.*

7. the word “supervisor” means to oversee, that is to look after the work done by the other persons. The word “Supervision” occurring in section 2 (s) of the Industrial Disputes Act means supervision in relation to work or in relation to persons. The essence of supervision consist in overseeing by one person over the work of the others. This also involves a power in the person overseeing to direct and control the work done by the persons over whom he is supervising. In an industrial establishment normally, there are three layers of work. One is the clerical or the manual work which is done by the workmen, the second is the supervisory work done by a supervisor; and at a higher level is the work of a manager. The last mentioned officer is normally in a position to give orders and to see that the work is done. He has got powers to lay down the norms and to direct that the work shall be done in accordance with those norms. He has also, naturally, the power to take disciplinary action and in case where applications for leave are made it is within his power to sanction or reject those application.

8. A supervisor is distinguished from a manager in as much as he has no power to command others to do a particular work. His function is to see that the work is done in accordance with the norms laid down by the management. If the work is done, he has to assist the workmen to do it correctly in accordance with the norms. If, however, a workman does not do the work correctly and properly, the supervisor has no power to take any disciplinary action. In the case of leave applications, a supervisor can only recommend them and not sanction or reject them, the latter being within the jurisdiction of a manager.”

The principle laid down by the Hon’ble High Court of Bombay in its aforesaid cases is applicable to the case in hand.

19. In the case in hand, the Applicant filed two affidavits. In the first affidavit in evidence of the Applicant, she deposed that she was appointed as ‘Team Coach’ in retail w.e.f. 12/12/2011. As per her pay slips, on record at Exb. 23-colly(Cross), at the time of termination of her services the monthly salary of the Applicant Rs. 17,460/- (Rupees seventeen thousand four hundred sixty only).

In her cross-examination, she deposed that the Opponent verbally informed her about her appointment as a ‘Team Coach’ has stated in para 1 of her affidavit in evidence. She deposed that she cannot tell as to how many total employees were working when she joined the Opponent initially at Mapusa. She deposed that at the relevant time there was only one Team Coach at Mapusa. She deposed that as a ‘Team Coach’ of the Opponent, she used to allocate work to the employees designated as Executives and get the work done as per the target given to them. She deposed that at the relevant time there were approximately 5 to 6 Executives working at Mapusa branch. She admits that she used to ensure that the said executives performed work smoothly after allotting work to them. She deposed that she was not reporting to any of the authority at Mapusa branch. She deposed that at the relevant time, there was only one Store Manager at Mapusa branch however, she do not know his/her name. She deposed that she had met the said Store Manager, Mapusa while in the employment of the Opponent however, she do not know whether the said Store Manager was male or female. She deposed that she used to meet the said Store Manager around 2 to 3 months while in the services of the Opponent. She deposed that the said Store Manager used to sit in the same office premises where she used to sit and that there was no separate chamber to the said Store Manager. She deposed that the Store Manager used to come to the office twice or thrice in a month and not regularly. She deposed that in the absence of the said Store Manager, she was in-charge of the said office at Mapusa. She deposed that in the absence of the said Store Manager, it was her duty to see that all the Executives working in the said branch used to perform smoothly. She deposed that her salary used to change depending upon her performance and that her salary had always increased depending upon her performances. She admits that the Opponent Company did not inform in writing about her monthly salary at any point of time while in its service.

20. In her second Affidavit-in-Evidence, the Applicant deposed that as a ‘Team Coach’ the predominant nature of duties were such as sale of sim cards-prepaid/postpaid, sale of recharge vouchers, sales of handsets, data cards, Wi-fi device, preparation of bills/receipts manually as well as on computers, operating of computers, making entries in the computer of the daily sales and services rendered, Maintain separate accounts/books in respect of products of the Vodafone and City Link Services, collect the cash, keep the records of the cash and hand over the cash of the Opponent to the Stores Manager at the end of working hours of the day through SSKIOSK where the days collection is deposited, Hand over the cash to the persons of Vodafone who need to visit the shop for collection of cash on day to day basis for deposit in the Bank account of Vodafone through the SSKIOSK where on the days collection is deposited, collect the cheques/cash from the customers when the SSKIOSK machine is not in working condition, deposit the

cash/cheques of Franchise in the bank, prepare daily reports on computer in respect of daily business transactions, cash/cheque/prepaid recharge/postpaid bill payment, postpaid/prepaid sales record is sent to the Vodafone by e-mail, cash slips are sent by scanning to Vodafone. The Applicant deposed that she being the Sr. most employee in the Branch at Mapusa- Goa, she has to co-ordinate with the other employees stationed at Mapusa- Goa in the discharge of functions for the Opponent and such duties are occasional and are performed by her in the absence of Store Manager and that she was not given any work in managerial, administrative or supervisory capacity and the minor supervision of the work is incidentally done in the absence of the Store Manager.

In her cross-examination of second Affidavit-in-Evidence, the Applicant admitted that she is aware of the contents of the amendment application dt.08/01/2019 which is incorporated in the affidavit in evidence dt.09/01/2020 filed by her before this Hon'ble Court. She deposed that she also aware of the contents of her earlier cross-examination recorded in the present case. She admitted that in para 5 of her Affidavit- in-Evidence, she have stated that there were four executives working with the Employer. She further stated that though she has been designated as 'Team Coach', she is one of the Executive working with other four executives. She was confronted by the Ld. Advocate for the Opponent wherein she has deposed that at the relevant time, there were approximately 5-6 Executives working at Mapusa Branch, the Workperson stated that her statement made in earlier cross-examination is wrong and the statement made in her affidavit in evidence is correct. The Workperson was also confronted with the hierarchy as stated by her in para 5 of her affidavit in evidence which was not stated in her earlier affidavit in evidence or cross-examination. She admits that in my earlier cross-examination, she has stated that at the relevant time, there was only one Store Manager at Mapusa branch and whereas in para 5 of her Affidavit-in-Evidence, she deposed that the hierarchy in Goa office for supervision of the work of the Opponent and its employees is as under: -Zonal Manager of Vodafone-Retail Head of Vodafone-Store Manager of Vodafone-Team Coach-Four Executives but she started that the statement made in her affidavit in evidence and statement made in earlier cross-examination are contrary to each other. She admits that the executives namely Zonal Manager, Retail Head of Vodafone and Store Manager of Vodafone as stated by her in para 5 of her affidavit in evidence were not attending the store of the Opponent. She admitted that the Store Manager used to attend the office occasionally. She admits that the Zonal Manager, Retail of Head of Vodafone and Store Manager are executives/representatives of the Vodafone and not of the Opponent. She admits that as a 'Team Coach' she is the highest rank holder with the Opponent at the relevant time. She admits that there was no one above her in the said store who were employed by the Employer at the relevant time. She admits that the Opponent is a Service Provider to the Vodafone customer. She stated that at present she do not possess any document to justify her duties as stated by her in para 9 of her affidavit in evidence. She stated that she can produce the document on the next date of hearing. Accordingly, she has produced on record six registers of sales of the Opponent at exb.48-colly. She stated that the said documents were in her possession after she made a request to the Opponent franchise at Mapusa. She admitted that all the aforesaid officials of the Opponent have been provided with separate email ID to correspond with any of its employee including herself. She admitted that the Executive namely Zonal Manager, Retail head of Vodafone and Store Manager of Vodafone as stated by me in para 5 of my A.I.E. were not attending the store of the Opponent. The witness stated that the Store Manager used to attend the stores of the Opponent. She admits that the Store Manager used to attend the office occasionally. She admitted that the Zonal Manager retail of head of Vodafone and Store Manager are executive/representative of the Vodafone and not the Opponent. She admits that as a 'Team Coach' she was the highest rank holder with the Opponent at the relevant time and that there was no one above her in the said store who were employed by the Opponent and that she was working along with four Executives. She admits that the Opponent is a service provider to the Vodafone customer. She admits that the said six original registers of sales belonging to the Opponent and she requested the Franchise of the Opponent for Production of the said six Registers of sales at exb.48-colly (Cross). Thus, the entire testimony of the Applicant are contradictory and has shaken.

21. On the contrary, the Opponent examined Mr. Mandar Wagh as an its Authorized Representative. The said Mr. Mandar Wagh, in his Affidavit in Evidence, deposed that the Applicant is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947 as she was performing managerial and supervisory duties while working with the Opponent and was drawing a salary of more than Rs. 10,000/- per month and as such this Hon'ble Court is not having jurisdiction to entertain the said disputes. He deposed that the Applicant was solely managing the entire operations on behalf of the Opponent and on few occasions, the Store Manager used to visit and the said position was clearly admitted by the Applicant in her cross-examination. He

deposed that the Applicant was clearly working in supervisory position and was exclusively discharging managerial, administrative and supervisory duties and as such substantial salary was paid to the Applicant, commensurate to her duties and responsibilities. The said witness of the Opponent was cross-examined by the Ld. Advocate for the Applicant however, he could not contradict the said witness and as such the testimony of the witness of the Opponent remained unshaken.

22. Thus, the Applicant was appointed as a 'Team Coach' by the Opponent. The monthly salary of the Applicant was Rs. 17,460/- per month at the time of termination of her duties. The predominant nature and duties of the Applicant were sale of sim cards-prepaid/postpaid, sale of recharge Vouchers, sales of handsets, data cards, Wi-fi device, preparation of bills/receipts manually as well as on computers, operating of computers, making entries in the computer of the daily sales and services rendered, maintain separate accounts/books in respect of products of the Vodafone and city link services, collect the cash, keep the records of the cash and hand over the cash of the Opponent to the Stores Manager at the end of working hours of the day through SSKIOSK where the days collection is deposited, hand over the cash to the persons of Vodafone who need to visit the shop for collection of cash on day to day basis for deposit in the bank account of Vodafone through the SSKIOSK where on the days collection is deposited, collect the cheques/cash from the customers when the SSKIOSK machine is not in working condition, deposit the cash/cheques of Franchise in the bank. The aforesaid duties are clerical in nature. The other duties of preparing daily reports on computer in respect of daily business transactions, cash/cheque/prepaid recharge/postpaid bill payment, postpaid/prepaid sales record is sent to the Vodafone by e-mail, cash slips are sent by scanning to Vodafone. Besides the aforesaid duties, the Applicant was also performing duties such as to allocate the work to the employees designated as executives and get the work done as per the target given to them, to ensure that the said executives perform work smoothly after allotting the work to them, to see that all the executives working in the said branch used to perform work smoothly and that in the absence of the said Store Manager, she was In-charge of the said office at Mapusa. The Applicant were sent to the market to get the business and for selling the postpaid cards in the interest of the company and that they were also sent for training at various establishments of the Opponent to up-date their knowledge from time to time including at Pune. The Applicant was also paid commission on the value added services sold to the customers of the Opponent besides her monthly salary of Rs.17,460/-. The aforesaid predominant duties and responsibilities performed by the Applicant are not clerical but, managerial and supervisory in nature and as such the Applicant is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947.

23. Ld. Adv. Shri P. J. Kamat appearing for the Party-I in his synopsis of written argument submitted that the Opponent had filed his reply to the ALC, Mapusa dt.13/10/2015 (exb.16) wherein the Opponent had admitted that "Ms. Maria P. D'souza admittedly is the workman of our Company. The aforesaid sentence of the Opponent indicates that the Applicant is an employee of the Opponent but it is not an admission as if the Applicant is the workman as defined u/s 2(s) of the I. D. Act, 1947 and as such I do not find any merits in the aforesaid submissions of Ld. Adv. Shri P. J. Kamat, appearing for the Applicant.

Hence it is held that the Applicant failed to prove that she is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947. The issue No.1A is therefore answered in the Negative.

24. *Issue No. 1, 2, 3 and 4:*

While deciding the issue No.1A hereinabove, I have discussed and come to the conclusion that the Applicant failed to prove that she is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947 and as such this Hon'ble Court lacks jurisdiction to adjudicate the present reference. The issue No.1, 2, 3 and 4 are answered as does not arise.

25. *Issue No. 5:*

The Opponent, as and by way of its, preliminary objections filed in the written statement, submitted that the present application/claim of the Applicant in the present case is not an "Industrial Dispute" as defined under section 2(k) of Industrial Disputes Act, 1947, the said application is bad-in-law and hence not maintainable, that the Opponent submitted that the Applicant has not given any justification for the demands/claims raised by her, that the Management neither terminated nor refused the services of the Applicant as claimed in the present dispute application. That the Opponent have abandoned her duties on her own, hence the claim is not maintainable, that there is non application of mind by the Applicant while filing the present application, it may be noted that the Appropriate Government has not referred the present dispute to this Hon'ble Court and as such the same is not maintainable under section 2-A(2) of the Industrial Disputes Act, 1947 and that the Applicant is not "Workman" as defined under section 2(s) of the Industrial

Disputes Act and as such this Hon'ble Court is not having jurisdiction to entertain the said dispute and hence the claim of the Applicant is liable to be dismissed with costs. The burden was cast on the Opponent to prove the same.

While deciding the issue No.1A hereinabove, I have discussed and come to the conclusion that the Applicant failed to prove that she is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947 and as such this Hon'ble Court lacks jurisdiction to adjudicate the present reference.

26. The term "industrial dispute" has been defined u/s 2(k) of the I. D. Act, 1947 and it reads as under:

*(k) "industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.*

Thus, the term "industrial dispute" means any dispute was difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

26. In the case in hand, the dispute is between the Opponent and the non-workman pertaining to the non-employment is not an industrial dispute as defined u/s 2(k) of the I. D. Act, 1947. The Opponent therefore proved that the present order of reference is bad in law and not maintainable in view of the reasons stated in para (a) to (d) of its written statement. The issue No.5 is therefore answered in the affirmative.

27. Issue No. 6:

While deciding the issue No.1A hereinabove, I have discussed and come to the conclusion that the Applicant failed to prove that she is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947 and as such this Hon'ble Court lacks jurisdiction to adjudicate the present reference. The work person is not entitled to any relief. The issue No.6 is therefore answered in the Negative.

In view of above, I pass the following order:

#### ORDER

1. It is held that the Applicant Ms. Maria Perpet D'Souza is not a 'Workman' as defined u/s/2(s) of the I. D. Act, 1947.
2. It is further held that the action of the Opponent in terminating the services of the Applicant Ms. Maria Perpet D'Souza is non-est, illegal, malafide and unjust, does not arise as this court has no jurisdiction to adjudicate the present claim of the Applicant.
3. No order as to costs.

Inform the Government accordingly.

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

Panaji.



#### Department of Personnel

#### Order

No. 22/9/2024-PER/273

Date : 23-Jan-2026

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/37(2)/2022/421 dated 23-01-2026, the Governor of Goa is pleased to promote the following Junior Scale Officers (Deputy Superintendent of Police) to Senior Scale Officer (Superintendent of Police) of Goa Police Service (Group 'A' Gazetted), on regular basis under Rule 30 of Goa Police Service Rules, 2022, in Level-11 of Pay Matrix, with immediate effect:-

1.	Shri Shaikh M. Salim
2.	Shri Wilson C. D'Souza
3.	Shri Francisco X. Corte
4.	Shri Roy Pereira
5.	Shri Nolasco Raposo
6.	Shri Braz T. Menezes
7.	Smt. Nutan U. Verenker
8.	Shri Gurudas A. Kadam
9.	Shri Siddhant U. Shirodkar
10.	Shri Jivba G. Dalvi
11.	Shri Rajan Y. Nigalye
12.	Shri Rajendra S. P. Dessai
13.	Shri Nerlon L. B. Albuquerque
14.	Shri Ashish S. Shirodkar
15.	Shri Pravinkumar G. Vast
16.	Shri Sagar P. Ekoskar
17.	Shri Rajesh Kumar
18.	Shri Tushar N. Vernekar
19.	Shri Vishwesh P. Karpe

The Officers shall exercise their option for fixation of pay in promotional grade in terms of F.R 22(1)(a) (1) within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the above Officers shall continue to hold the post presently held by them.

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

*Durga Kinlekar*, Under Secretary (Personnel-II).

Porvorim.

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**Order**

No. 22/10/2018-PER/610

Date : 26-Feb-2026

The Governor of Goa is pleased to order the transfer and posting of the following IPS Officers, in public interest, with immediate effect:-

S/N	Name of the Officer and present posting	Posted as
01	Shri Shekhar Prabhudessai, IPS (AGMUT: 2014), awaiting posting	Superintendent of Police (Konkan Railway)

02	Ms. Shruti Arora, IPS (AGMUT: 2018), awaiting posting	Superintendent of Police (SPCR) with additional charge of Superintendent of Police (SCRB)
03	Shri Tikam Singh Verma, IPS (AGMUT: 2020) Superintendent of Police (South) with additional charge of Superintendent of Police (Konkan Railway) and Superintendent of Police (Kushavati)	Principal, Police Training School, Valpoi

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

*Durga Kinlekar*, Under Secretary (Personnel-II).

Porvorim.

### Order

No. 22/10/2018-PER/611

Date : 26-Feb-2026

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 (Superintendent of Police) of Goa Police Service, in public interest, with immediate effect :-

S/N	Name of the Officer and present posting	Posted as
01	Shri Rajendra Raut Dessai, Superintendent of Police (Coastal Security)	Superintendent of Police (Wireless)
02	Shri Santosh Dessai, Principal, Police Training School, Valpoi	Superintendent of Police (South) with additional charge of Superintendent of Police (Kushavati)
03	Shri Jivba G. Dalvi, awaiting posting	Superintendent of Police (Motor Transport)
04	Shri Rajesh Kumar, awaiting posting	Superintendent of Police (Coastal Security)
05	Shri Tushar N. Vernekar, awaiting posting	Superintendent of Police (HQ)
06	Smt. Nutan U. Verenker, awaiting posting	Superintendent of Police (Anti Human Trafficking Unit) with additional charge of Superintendent of Police (Pink Force)
07	Shri Rajan Y. Nigalye, awaiting posting	Superintendent of Police (ACB)
08	Shri Pravinkumar G. Vast, awaiting posting	Superintendent of Police (Tourist Police Unit)

Shri Tushar N. Vernekar shall continue to hold the charge of Deputy Superintendent of Police (CM Security) in addition to his own duties, until further orders.

Smt. Nutan U. Verenker shall continue to hold the charge of Deputy Superintendent of Police (AHTU) in addition to her own duties, until further orders.

Shri Rajan N. Nigalye shall continue to hold the charge of Deputy Superintendent of Police (ACB) in addition to his own duties, until further orders.

Shri Pravinkumar G. Vast shall continue to hold the charge of Deputy Superintendent of Police (HQ) (Liasoning and Procurement Cell) in addition to his own duties, until further orders.

Shri Jivba G. Dalvi shall hold the charge of Deputy Superintendent of Police (Crime I) in addition to his own duties, until further orders.

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

*Durga Kinlekar*, Under Secretary (Personnel-II).

Porvorim.

**Department of Revenue****Order**

No. 26/11/2015-RD(Part-I)/264

Date : 24-Feb-2026

The Government of Goa is pleased to order the transfer and the posting of the following Inspectors of Survey & Land Records, in public interest, with immediate effect:

S/N	Name of the Officer	Present posting	New place of posting
1.	Shri Chetan Jadhav	Inspector of Survey & Land Records, Tiswadi (Record of Rights), North	Assistant Survey and Settlement Officer, Panaji
2.	Smt. Vinita V. Kambli	Assistant Survey and Settlement Officer, Panaji	Inspector of Survey & Land Records, Tiswadi (Record of Rights), North

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

*Agnelo L. D'souza*, Under Secretary (Rev-I)/Link.

Porvorim.

**Notification**

No. 4/14/1/2021/RD II/7973

Date : 17-Feb-2026

Read: Notification No. 4/14/1/2021-RD II/4525 dated 01-02-2023.

In exercise of the powers conferred by Section 4 of the Goa Rehabilitation Board Act, 2006 and in continuation of the Notification read in preamble duly published in the Official Gazette, Series II No. 45 dated 09-02-2023, the Government of Goa hereby further reconstitutes the Goa Rehabilitation Board as indicated hereinunder:-

Sr. No.	Name and Address	Designation
1.	Shri Rajesh Faldessai, Hon. MLA, Cumbharjua Assembly Constituency	Chairman
2.	Finance Secretary, Government of Goa	Member
3.	Secretary (Revenue)	Member
4.	Collector (North)	-do-
5.	Collector (South)	-do-
6.	Shri Matias Picardo, r/o Sao Matias Malar, Divar, Goa	-do-
7.	Shri Gurudas Shirodkar, Calangute	-do-
8.	Shri Vishwambhar Gawas, r/o Navelim, Bicholim	-do-
9.	Shri Ganpat Naik, Sanvorde, Dharbandora, Goa	-do-
10.	Shri Chandrakant Gawas, Dabolim	-do-
11.	Secretary, Goa Rehabilitation Board	Member Secretary

The term of office of the Chairman and other members of the Board shall be as prescribed under Section 5 of the Goa Rehabilitation Board Act, 2006.

This is issued with the approval of the Government. The above Notification will come into force from 01-02-2026.

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

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

Porvorim.

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**Addendum**

No. 16/01/01/2025-Rev-I/PF-II/284

Date : 27-Feb-2026

Read: Order No. 16/01/01/2025-RD-I/PF-III/73 dated 16-01-2026.

In the Government Order read at preamble, after Sr. No. (d) and before last para, the following line shall be added:

“The Committee shall invite Hon’ble MLA of Sanguem Constituency, as a special invitee to attend its every meeting.”

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

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

*Agnelo D'souza*, Under Secretary (Revenue-I)/Link.

Porvorim.

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**Department of Tribal Welfare**

Directorate of Tribal Welfare

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**Order**

No. 1-114-2025-26/ADMN/DTW/6243

Date : 25-Feb-2026

In pursuance to the approval of the Government accorded vide U. O. No. 11913/F dated 25-02-2026 and in exercise of the powers conferred by Section 3 read with amendment of Section 6 of the Goa Commission for Scheduled Castes and Scheduled Tribes Act, 2010 (Goa Act 9 of 2010), the Government of Goa is pleased to appoint Shri. Ravindra K. Gaonkar, r/o H. No. 33/3, Maruti Nagar, Mollem, Dharbandora-Goa as Chairperson of Goa Commission for SC/ST with immediate effect.

The Chairperson shall unless otherwise disqualified, hold office for a term of three years from the date he assumes office or until he attains the age of sixty seven years whichever is earlier.

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

*Nilesh Dhaigodkar*, Director of Tribal Welfare.

Panaji.

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**Department of Women and Child Development**

Directorate of Women and Child Development

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**Notification**

No. 1-900/2025-26/DWCD/10007

Date : 25-Feb-2026

Read: Notification No. 16/29/1/2023-Rev-I/3259 dated 31-12-2025.

Pursuant to the Notification issued by the Revenue Department read in preamble and approval of the Government, the Office of Kushavati District Cell, Quepem is notified under the Kushavati District and the

District Programme Officer alongwith the Officials, South Goa District Cell, Margao shall hold the additional charge of the Office of Kushavati District Cell, Quepem with immediate effect and perform the duties from the existing Office till posts are created and Office is setup for Kushavati District Cell, Quepem under the Directorate of Women and Child Development.

The Headquarter for Kushavati District shall be Quepem.

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

*Jyoti Desai*, Director & ex officio Jt. Secretary (Women & Child Development).

Panaji.

### Notification

No. 1-900/2025-26/DWCD/10008

Date : 25-Feb-2026

Read: Notification No. 16/29/1/2023-Rev-I/3259 dated 31-12-2025.

Pursuant to the Notification issued by the Revenue Department read in preamble and approval of the Government, the following Offices are notified under the Kushavati District and the Officers alongwith the Officials shall hold the additional charge of the Offices in Kushavati District with immediate effect and perform the duties from the existing Offices till posts are sanctioned and Offices are setup for Kushavati District under the Directorate of Women and Child Development once approval from the Ministry of Women and Child Development, New Delhi is received as shown below:

Sr. No.	Name of Office	Charge to be given
1.	Juvenile Justice Board Kushavati	Principal Magistrate alongwith the Officials, Juvenile Justice Board South
2.	Child Welfare Committee Kushavati	Chairperson alongwith the Officials, Child Welfare Committee South
3.	One Stop Centre Kushavati	Central Administrator alongwith the Officials, One Stop Centre South
4.	District Child Protection Unit, Kushavati	District Child Protection Officer alongwith the Officials, District Child Protection Unit South
5.	Child Helpline at District Child Protection Unit Kushavati	Project Coordinator alongwith the Officials, Child Helpline at District Child Protection Unit South

The Headquarter for Kushavati District shall be Quepem.

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

*Jyoti Desai*, Director & ex officio Jt. Secretary (Women & Child Development).

Panaji.