

Panaji, 04th June, 2026 (Jyaistha 14, 1948)

SERIES II No. 10

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Co-operation**

Office of the Asst. Registrar of Co-op. Societies, Ponda Zone

Notification

No. 5/424/ARPZ/24-25/HSG-MAINT/REG/47

Date : 07-Apr-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Sai Enclave Co-operative Housing Maintenance Society Ltd.", Sai Enclave, Near IOC Petrol Pump Orgao-Marcel Goa-Goa is registered under code symbol No. RCSPZ2026270095.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

CERTIFICATE OF REGISTRATION

"Sai Enclave Co-operative Housing Maintenance Society Ltd.", Sai Enclave, Near IOC Petrol Pump Orgao-Marcel Goa-Goa has been registered on 07/04/2026 and its bears registration code symbol No. RCSPZ2026270095 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

Notification

No. 4/450/ARPZ/26-27/HSG/REG/300

Date : 07-May-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Saraswati Apartments Co-operative Housing Maintenance Society Ltd.," Near Old Singbal Hospital, Khadpabandh, Ponda-Goa-Goa is registered under code symbol No. RCSPZ2026270098.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

CERTIFICATE OF REGISTRATION

"Saraswati Apartments Co-operative Housing Maintenance Society Ltd.," Near Old Singbal Hospital, Khadpabandh, Ponda-Goa-Goa has been registered on 07/04/2026 and its bears registration code symbol

No. RCSPZ2026270098 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.



Department of Education

Directorate of Higher Education

Order

No. ACADIII/GC/Filling of Post-Regular/27/2022/1765

Date : 27-May-2026

Read:- Memorandum No. ACAD III/GC/Filling of Post-Regular/27/2022/7604 dated 20/11/2025.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/78(6)/2024/278 dated 21/10/2025, Government is pleased to appoint Mr. Vipul Mangesh Ghare to the post of Assistant Professor of Chemistry (Physical) (Group “A” Gazetted) in Unreserved Category at Government College of Arts, Science and Commerce, Quepem under Directorate of Higher Education on temporary basis in the UGC Pay Scale Matrix Level 10 with immediate effect, and as per the terms and conditions contained in the Memorandum cited above. He shall be on probation for a period of two years.

Mr. Vipul Mangesh Ghare has been declared medically fit by the Medical Board. The character and antecedents of Mr. Vipul Mangesh Ghare has been verified by the Deputy Collector & DRO, Kushavati District, Goa and nothing adverse has been reported against him.

He shall draw his salary against the newly created post vide Order No. 1/5/2017-DHE/1024 dated 07/06/2018.

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

Santosh P. Naik, Under Secretary (Higher Education).

Porvorim.



Department of Home

Home-General Division

Order

No. 24/31/2014-HD(G)/Part II/1494

Date : 26-May-2026

Read:- Memorandum No. 24/31/2014-HD(G)/Part II/349 dated 04/02/2026.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/42(4)/2024/374 dated 18/12/2025, the Governor of Goa is pleased to appoint the following candidates to the post of Assistant Public Prosecutors (Group ‘A’ Gazetted) on temporary basis in the Directorate of Prosecution in Level-10 of the pay matrix with immediate effect:-

- 1) Shri Chaitanya Vilas Dalvi.
- 2) Shri Sahil Vinay Khot.
- 3) Shri Pranav Rajan Bandekar.
- 4) Shri Neetesh Arjun Velip (ST).

The pay of the above candidates will be fixed in accordance with Central Civil Services (Revised pay) Rules, 2016.

The above candidates have been declared medically fit by the Medical Board and their character and antecedents have been verified.

The above candidates shall be on probation for a period of two years with effect from their date of joining.

The pay and allowances of the above candidates shall be debited to the Budget Head controlled by the Directorate of Prosecution wherever they are posted from time to time.

The above candidates shall join the duties in the Directorate of Prosecution, within a period of fifteen days from the date of receipt of this order.

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

Manthan Manoj Naik, Under Secretary (Home-II).

Porvorim.



Department of Labour

Notification

No. 28/02/2026-LAB/Part-II/219

Date : 04-May-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 30/03/2026 in Case No. Ref. LC-II/IT/07/2022 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Sitaram Gurudas Sawal, Under Secretary (Labour)/Link.

Porvorim.

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/07/2022

Shri Vasudev Mangueshkar,
H. No. 358,
Palem, Siridao-Goa-403 108.

..... Workman/Party- I

V/s

The General Manager,
M/s. Blue Cross Laboratories Ltd.,
L-17, Verna Industrial Estate,
Verna-Goa- 403 722.

..... Employer/Party-II

Workman/Party-I represented by Ld. Rep. Shri Subhash Naik George.

Employer/Party-II represented by Ld. Adv. Shri. S. Gaonkar.

Panaji, Dated: 30/03/2026.

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 03/08/2022, bearing No. 28/13/2022-LAB/395 referred the following dispute for adjudication to the Labour Court-II of Goa, at Panaji-Goa.

“(1) *Whether the action of management of M/s. Blue Cross Laboratories Limited, L-17, Verna Industrial Estate, Verna, Goa, in dismissing Shri Vasudev Mangueshkar, Operator w.e.f. 11/11/2019, is legal and justified?*

(2) *If not, to what relief, the Workman is entitled?”*

2. On receipt of the reference, a Case was registered under No. LC-II/ IT/07/22 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 06/12/2022 at Exb. 4. The facts of the case, in brief as pleaded by the Workman are that the Employer/Party-II (for short “Employer”) is a pharmaceutical company engaged in the manufacturing of medicines. He stated that it has its factory located at Verna Industrial Estate, Verna, Goa. He stated that the Employer employed large number of workers and management staff to manufacture medicines which are sold all over India and abroad.

3. He stated that he was employed as an “Operator” with the Employer, since 01/10/1997 as a permanent Workman. He stated that all workmen employed with the Employer were members of a Trade Union by name “Kamgarancho Ekvott”. He stated that the President of the said union is Shri Subhash Naik George and he was the President of the local union committee of the said Trade Union. He stated that the wages and service conditions of the workers employed by the Employer were governed as per provisions of wage settlements signed by the Employer and the “Kamgarancho Ekvott” from time to time at a regular intervals. He stated that the said settlements were signed by the President of the Union, Shri Subhash Naik George and Local Union committee headed by him as a Local Union President. He stated that the Industrial relations between the Employer and their Workmen were cordial except during the period when wage settlement expired and new Charter of Demands were submitted by the union. He stated that the said wage negotiations were pending and new wage settlement was not signed. He stated that once the wage settlements were signed, the relationship returned to normal again.

4. He stated that during one such wage negotiations, when the wage settlement had expired and the union had submitted Charter of Demands seeking improvement in wages and service conditions. He stated that the negotiations were going on, the Employer suspended him on trumped up charges with a view to victimize him and because of the tough negotiations, he was doing to achieve better wages and service conditions for his members. He stated that thereafter the Employer issued a trumped up charges by way of Charge-Sheet and held enquiry. He stated that the Employer thereafter dismissed him from service w.e.f. 11/11/2019. He stated that after his dismissal from service, wage settlements were signed between the workmen and the Employer. However, his service was not reinstated after wage settlement was signed. He stated that his termination of services is clearly by way of victimization for trade union activities besides being illegal and unjustified. He stated that dismissal has taken place during the period when wage negotiations were pending finalization. He stated that the management wanted to put pressure on the union to settle the wage settlement on their terms and conditions.

5. He contended that the enquiry conducted by the management was in violation of the principles of natural justice. He submitted that the findings given by the Ld. Enquiry Officer are perverse and not based on evidence on record of the enquiry proceedings. He submitted that he had clean record of service with the Employer for so many years and the Employer could not have dismissed him on trumped up charges. He submitted that the punishment imposed upon him is shockingly disproportionate and by way of victimization and hence ought to be set aside. He stated that since the termination of his service, he is unemployed as he could not get any job till date. He stated that this Hon’ble Court has power u/s 11A of the I. D. Act, 1947 to go into the entire circumstances leading to his termination of services and deliver justice to him. The workmen therefore prayed that he be reinstated in service with full back wages and continuity in service with costs and/or pass such other order as it deems fit taking into account the facts and circumstances of the case.

6. The Employer controverted the claim of the Workman by filing its written statement dt. 24/01/2023 at Exb. 6. The Employer, as and by way of its written statement, submitted that it is one of the leading research based fast growing pharmaceutical company in India providing health care products to people across the globe with the aim of improving human life. The Employer stated that it manufactures various pharmaceutical products and has a manufacturing unit in the Verna Industrial Estate, Verna, Goa. The Employer stated that these products are used by people and there is an intricate process in the manufacturing involving various safety and quality aspects. The Employer stated that all the workers

operating the machines are trained and instructed to understand the importance of the good manufacturing process (GMP) as per drugs and cosmetics Act, 1940 and Rules 1945 and guidelines from Drug Controller General of India (DCGI) and World Health Organization (WHO) since it involves manufacturing of life saving drugs which are for human consumption. The Employer stated that the trade union “Kamgarancho Ekvott” is functioning in its establishment at Goa and various settlements concerning production, productivity, quality and discipline norms have been signed with the said union over the years. The Employer stated that one such settlement signed dt. 30/07/2015 and the explicit terms of the same were that the workers are required to achieve production of three lots of granulation in unit-II and III in a team of 5 workers. The Employer stated that this was a settlement u/s 12(3) of the I.D. Act, 1947 and therefore in terms were binding upon all the workmen employed in its establishment.

7. The Employer admitted that the Workman was employed with them as a “Workman”. The Employer stated that he was entrusted the duties of operating the machines used for manufacturing their tablets products. The Employer stated that in terms of the settlement dt. 30/07/2015, the Workman was expected to achieve production of 3 lots in a shift of 8 hours. The Employer stated that the Workman was working on granulation and coating section of Production Unit-III. The Employer stated that however, during the negotiation of the said settlement, the Workman suddenly reduced the output and started non-cooperation; threatening Supervisors, not obeying the instructions of Officer/Dept. Head. He stated that he was continuously refusing to obey reasonable and lawful orders of his superiors under one pretext or the other. The Employer stated that the Workman was not following the production norms of achieving 3 lots from the machine. He was operating as expected from him under the terms and settlement, disrupting shop floor harmonious relations and work discipline, instigating and threatening supervisor/Officers and creating commotions regularly. The Employer stated that on 13/07/2016 the GM-Production Mr. Dinar Mardolkar tried to counsel the Workman and advised him to do his normal work and to achieve the agreed output in granulation. The Employer stated that however, the Workman refused to heed to the advice and even refused to obey instructions and orders. The Employer stated that to convince the Workman, Mr. Dinar Mardolkar himself on 14/07/2016 demonstrated to him that 3 lots of batch production was possible using the said set of equipment and team. The Employer stated that in spite of this, the Workman was adamant, refused to give normal output. The Employer stated that the Workman challenged the Officers by taking actions against him. The Employer stated that on this account the Workman was issued the Show Cause Notice dated 19/07/2016. The Employer stated that the Workman replied by his letter dt. 06/08/2016 but the same was found not satisfactory. The Employer stated that even after the said show cause notice, there was no improvement in the behaviour of the Workman and he continued with his non-co-operative, adamant and mischievous behaviour.

8. The Employer stated that on 03/04/2017, it was once again reported that the Workman reported for duty in General Shift at 9.00 a.m. and he was responsible for ‘granulation’. The Employer stated that as per standard operating procedure, the Workman was required to clean the RMG machine before close of the shift. The Employer stated that however, the Workman did not start cleaning as required and therefore at about 4.00 p.m. Mr. Manoj Kaloke the Production Officer instructed him to start cleaning of the RMG Bowl. The Employer stated that the Workman however flatly refused to obey the instructions under the pretext that it will take 45 minutes to clean the bowl even though 50 minutes were remaining for the shift to end. The Employer stated that instead of doing the cleaning work, the Workman indulged in arguments, wasted time and refused to do the work so instructed. The Employer stated that the Workman challenged the said Officer for taking action against him. The Employer stated that on 04/04/2017 the Workman reported for duties in the general shift at 9.00 a.m. The Employer stated that the Workman was instructed by Mr. Manoj Kalokhe (Production Officer) and Mr. Santosh Salgaonkar (Deputy Plant Manager) to operate the Unit Production-III RMG which was cleaned and ready for processing. The Employer stated that the said lot was to be loaded at 9.05 a.m. and at the start of the shift, so as to achieve normal production of 3 lots in the shift. The Employer stated that at 9.25 a.m. the Workman was instructed to start loading. The Employer stated that however, the Workman flatly refused to obey the instructions and did not do the work allocated to him and kept himself idle. The Employer stated that Mr. Santosh Salgaonkar, Deputy Plant Manager had to intervene and instructed the Workman to load and start working. The Employer stated that to this, the Workman flatly refused by saying that nobody can tell him to do the work and he will load the lot whenever he wishes. The Employer stated that thereafter, the actual work only started at 10.50 a.m. after a tea break thereby causing loss of production time. The Employer stated that on 07/04/2017 the Workman was on duty from 9.00 a.m. to 5.30 p.m. The Employer stated that the Workman

was expected to start work at 9.10 a.m. by loading the ingredients for mixing so that the 1st lot of granulation becomes ready by 11.15 a.m. The Employer stated that thereafter prepare the 2nd lot to be loaded by 11.45 a.m. to complete the granulation by 2.15 p.m. The Employer stated that the third lot was to be started by 3.30 p.m. and to be finished by 4.45 p.m. The Employer stated that Mr. Manoj Kalokhe (Production Officer) the immediate superior of the Workman instructed him to start the work allocated to him but he refused and willfully delayed commencement of the work. The Employer stated that Workman refused to start the work on time and remained idle till 10:10 a.m. and commenced the work at his own wish after 10.30 a.m. The Employer stated that after finishing the 1st lot at about 11.30 a.m., it was again noticed that the Workman was idling around not starting the work for the 2nd lot as expected of him. The Employer stated that Mr. Santosh Salgaonkar, Dy. Plant Manager and Dept. Head intervened and instructed the Workman to start the work forthwith. The Employer stated that Mr. Rajesh Kapolkar (Asst. Manager Engineering) was also present at this juncture as he had come over to check the feasibility of “O” rings for RMG discharge valve. The Employer stated that in spite of this, the Workman did not start the work and again delayed and began work at his own wish at about 13.45 p.m. which should have otherwise commenced before 12.00 noon. The Employer stated that the Workman purposefully delayed the work and produced only 2 lots as against the standard 3 lots, leading to loss of 1 lot. The Employer stated that the records showed that the Workman had himself produced 3 lots on previous occasions on the same RMG machine and therefore his behaviour and conduct was baffling to them. The Employer stated that its management was of the opinion that these acts of the Workman amounted to serious misconducts under the Standing Orders and therefore he was charged with the following.

- a. Willful insubordination or disobedience (Whether or not in combination with another) of any lawful and reasonable order of a superior, Willful slowing down in performance of work, of abetment, of instigating thereof, Disorderly, improper behavior in the premises of the establishment which adversely affects or is likely to affect the working or discipline of the establishment, Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises, Loss whether willful or due to irresponsible action, or damage due to negligence or carelessness to or/or work in process of the establishment, Idling or wasting time or not working during working hours or being within the establishment after authorized hours of work without permission, Habitual commission of acts or omissions mentioned in the standing orders.

9. The Employer stated that the Workman was therefore issued the first charge sheet dt. 22/04/2017 to which he replied by his letter dt. 15/05/2017. The Employer stated that the same was found not satisfactory. The Employer stated that on 17/05/2017 the Workman reported for the normal work at 9.10 a.m. The Employer stated that the Workman was allotted the work of operating Tablet Coating in the Production Unit by Mr. Manoj Kalokhe (Production Officer). The Employer stated that it is to be noted that the Workman was specifically trained in operating both the Granulation and Tablet Coating machines. The Employer stated that Workman then commenced doing the work of operating the Tablet Coating Machine. The Employer stated that on 19/05/2017 at about 9.15 am the Workman on his own accord moved back to the Granulation unit against the specific oral instructions of Mr. Sagar Todkar (Production Officer) and the Departmental Head Mr. Santosh Salgaonkar (Dy. Plant Manager). The Employer stated that the Workman was obligated to return to the Tablet Coating unit and continue his work there but he did not do so. The Employer stated that at about 9.30 am Mr. Dhanesh Singh, Personnel Manager was on shop floor round, Mr. Sagar Todkar informed him that the Workman is creating commotion and refusing to work in Coating section where he was allotted/instructed to work. The Employer stated that Mr. Dhanesh Singh approached the Workman and advised him to resume work in tablet coating. The Employer stated that the Workman did not heed to listen and kept on shouting, threatening, challenging Officer/Workers and obstructing work. The Employer stated that subsequently, assessing the situation going out of hand, Mr. Dhanesh Singh called Mr. Vishwas Desai, Sr. Manager QA, Mr. Dinar Mardolkar, GM Production, Mr. Sudhir Wadkar, DGM-Engg. and Mr. Dilip Deshmukh, Sr. Manager Stores. The Employer stated that these Department Heads approached the Workman and tried to counsel, convince and persuade him to move back to the Tablet Coating Unit. The Employer stated that the Workman pleaded him to continue doing the work in that unit since he had left that work abruptly against the instructions and orders of his superiors. The Employer stated that the Workman however did not heed to their advice and refused to follow everyone's instructions. The Employer stated that instead, the Workman remained idle in the Granulation unit without doing any work and created a scene thereby causing disturbance and obstruction to the smooth functioning

of the said unit. The Employer stated that the Workman obstructed other workers to climb on RMG platform and did not allow anyone to operate the Rapid Mixer Granulator till 11.00 am. The Employer stated that since the Workman refused to obey the instructions and orders of any of his superiors at about 1.30 pm the management offered him that they would issue written instructions in this regard so that the Workman could go back and commence work in Tablet Coating unit. The Employer stated that but the Workman flatly refused to accept the letter and therefore the contents of the said letter were read out in Konkani to him in the presence of Mr. Dhanesh Singh, Personnel Manager and Mr. Santosh Salgaonkar (Dy. Plant Manager). The Employer stated that even after this, the Workman refused to move to the Tablet Coating unit and continued to remain idle in the Granulation Section. The Employer stated that the Workman did not move from the granulation area during the General shift even after persuasion from all the above mentioned Dept. Heads. The Employer stated that from the conduct of the Workman, it was very clear that he was willfully indulging in insubordination by refusing to obey lawful and reasonable orders of his superiors. The Employer stated that the Workman has failed to follow the standard operating practices in place in its establishment and he had willfully slowed down the work. The Employer stated that the Workman has thus failed to achieve normal production expected from him in accordance with the commitment made under the Settlement dt. 30/07/2015. The Employer stated that this conduct amounted to serious misconducts under the Standing Orders and therefore they decided to proceed with by initiating disciplinary action against the Workman. The Employer stated that due to unruly behaviour of the Workman, physically obstructing and not allowing other employees or supervisors to operate RMG machine. The Employer stated that the Workman was standing at the entrance of the machine and obstructing the movement of the other employees. The Employer stated that this lead them to suspend the Workman by their letter dt. 19/05/2017 pending domestic inquiry in accordance with the Standing Orders. The Employer stated that therefore, the Workman was issued the second charge sheet dated 05/06/2017 to which domestic enquiry proceeding started. The Employer stated that despite the suspension, the Workman on 11/06/2017, instigated other workmen and assembled on Sunday at the company gate at around 6.10 p.m. and put red flags and banners on the gate without taking any permission from the Management. The Employer stated that on 12/06/2017 at around 9.00 am the Workman assembled with other workmen and started shouting slogans against its Management. The Employer stated that thereafter the Workman instigated and invited news reporters from the Goa 365 news channel and two reporters came to its main gate with their video cameras at about 10.30 am. The Employer stated that the Workman not only welcomed these reporters but also went on to instigate other workers to give interviews to the media. The Employer stated that the Workman was then seen protesting against its Management by shouting slogans such as “Humari Mange Puri Karo” “Lal Bavatta-Zindabad” etc. throughout the day from 9.00 am to 5.30 pm. The Employer stated that on the said day, the Workman at 10.30 am unauthorizedly addressed these reporters without taking any authorization from its Management. The Employer stated that during this address, the Workman willingly shared information to the media about the production process and its products and made unfounded and baseless allegations. The Employer stated that this action has brought disrepute to them and has damaged its fair image. The Employer stated that the said news channel then made a story out of the interview given by the Workman and telecasted the same to the public on its channel. The Employer stated that these actions amounts to serious misconduct under the Standing Orders as under:

- a. Going on illegal strike or instigating or acting in furtherance thereof or resulting in paralyzing the normal work of the company.
- b. Habitual breach of any standing order or any law applicable to the Establishment or any rules made thereunder.
- c. Disorderly or improper behaviour on the premises of the establishment or outside the premises of the establishment if it adversely affects the discipline of the establishment.
- d. Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises.
- e. Exhibiting within or on the premises of the establishment or on the walls of the compound of the establishment (inside or outside) posters, forms or other literature and such things or causing to be displayed by means of signs or other visible representation on matter or otherwise disfiguring the walls of property without previous sanction of the Manager.

- f. Insulting on whether provoked or otherwise, intimidation or coercion within the precincts of the company against any employee of the company/officers and any such acts outside the premises of the company if it directly affects or is likely to affect the discipline or work or business of the establishment.
- g. Deliberately making false, vicious, or malicious statements, public or otherwise against the establishment.
- b. Instigating or participating in any demonstration on the company property.

10. The Employer stated that the Workman was accordingly issued the third additional charge-sheet dt. 21/06/2017. The Employer stated that the past record of the Workman has been less than satisfactory. The Employer stated that however no major disciplinary action was taken by them by taking a lenient view. The Employer stated that the Workman was previously charge sheeted on 16/04/2008 for willful insubordination or disobedience, going on illegal strike or abetting. Inciting, or instigating, habitual breach of any standing orders, riotous, disorderly, indecent behaviour, act of subversive of discipline, gheraoing company representative, theft, fraud, or dishonesty, refusal to wear uniform etc. The Employer stated that the Workman then gave an undertaking on 30/06/2008 with an assurance that he would co-operate in smooth working of the plant and of good behaviour in the future. The Employer stated that therefore, they taken a lenient view and dropped the inquiry into these charges and the Workman was suspended from 07/07/2008 to 10/07/2008 and his apology was accepted. The Employer stated that to inquire into these numerous misconducts, they appointed Shri S. K. Manjrekar as an Enquiry Officer and Shri Prasanna Chawdikar as the Management Representative. The Employer stated that they were accordingly issued authority letters. The Employer stated that the domestic inquiry commenced on 07/06/2017. The Employer stated that on 02/09/2019, the Ld. Inquiry Officer wrote his findings after dealing with the exhaustive evidence produced by the Management and held that the Workman was guilty of major misconducts under the Standing Orders. The Employer stated that it relies on the entire record of the domestic enquiry. The Employer submitted that a fair domestic inquiry was conducted by the Ld. Inquiry Officer. The Employer stated that ample opportunities were given to the Workman to effectively defend himself which he has availed of. The Employer submitted that it is to be noted that the Workman, on his own and despite services through various communications, abruptly stopped participating in the inquiry from the stage of his cross examination. The Employer stated that thereby the Workman deliberately did not provide the management an opportunity to cross examine him and to avoid facing the truth and answering about his serious misconducts. The Workman stated that the domestic enquiry commenced on 07/06/2017 and last meeting was held on 09/05/2019. The Employer stated that during enquiry of two years with 60 hearings, the Workman was remaining absent 26 times and not cooperated throughout enquiry and delayed the enquiry proceeding with deceitful intentions. The Employer stated that after hearing on 04/04/2019, they had scheduled hearing in consultation with the Workman on 17/04/2019 but he was remained absent. The Employer stated that subsequently, they have fixed next date of enquiry on 27/04/2019 and communicated to the Workman through Regd. Post but he remained absent. The Employer stated that once again they had fixed hearing on 09/05/2019 and communicated to the Workman through Regd. Post but he remained absent. The Employer stated that they considered the proceedings of the domestic inquiry and the findings of the Ld. Enquiry Officer dated 02/09/2019 and concurred with it. The Employer stated that after considering the past record of the Workman and the findings of his guilt on basis of the record of the inquiry, its management found no extenuating circumstances and the Workman was accordingly issued Show Cause Notice dated 20/09/2019 and supplied with copy of the findings asking his response on why he should not be dismissed from service on account of the proven misconducts. The Employer stated that however, the Workman refused to accept the said show cause notice and therefore the said information was published in the local newspaper daily Lokmat and Tarun Bharat on 23/10/2019. The Employer stated that on 29/10/2019, they received a letter from the Workman seeking fixing of next date for his inquiry and making baseless allegations. The Employer stated that they rightfully rejected the said request and issued the dismissal letter dt.11/11/2019. The Employer stated that by way of caution, they made an Application for Approval under Section 33(2)(b) of the Industrial Dispute Act which was submitted on 11/11/2019 before the Deputy Labour Commissioner at Margao vide Case No. IRM/CON/SG/(11)/2018/1768 dated 18/10/2019 and received by the office of Dy. Labour Commissioner dt.11/11/2019. The Employer stated that however, the Dy. Labour Commissioner, Margao vide its letter No. DLC/SG/ID-Sec-33/(AA

05)/2021/25 dt. 05/02/2021 informed that no industrial dispute was admitted in their office for conciliation under the case no. DLC/SG/(11)/2018, hence no disputes lies U/s 33(2)(b). The Employer submitted that after domestic enquiry is set aside by this Hon'ble Court for any reasons whatsoever then they seek leave to produce evidence in respect of the charges against the Workman and justify his dismissal before this Hon'ble Court. The Employer submitted that the punishment of dismissal is not disproportionate to the charges proved against the Workman. The Employer denied the case as pleaded by the Workman and prayed for dismissal of the reference.

11. Thereafter, the Workman filed his Rejoinder on 15/02/2023 at Exb. 07. The Workman, by way of his Re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made in its written Statement.

12. Based on the pleadings filed by the respective parties, this Hon'ble Court framed the following issues on 14/08/2023 at Exb. 9.

1. *Whether free fair and proper enquiry has been held against the Workman/Party-I in respect of the charge-sheet dated 22/04/2017, charge-sheet dated 05/06/2017, and charge-sheet dated 21/06/2017?*
2. *Whether the Employer/Party-II proves that the charges of misconduct levelled against the Workman/Party-I have been proved to the satisfaction of this Court by acceptable evidence in respect of charge sheet dated 22/04/2017, charge-sheet dated 05/06/2017, and charge sheet dated 21/06/2017?*
3. *Whether the Workman/Party-I proves that the action of the Employer in dismissing his services w.e.f. 11/11/2019 is illegal and unjustified?*
4. *Whether Workman/Party-I proves that he is entitled to any relief?*
5. *What order? What award?*

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

- (a) Issue No. 1 : In the affirmative.
- (b) Issue No. 2 : In the affirmative.
- (c) Issue No. 3 : In the negative
- (d) Issue No. 4 & 5 : As per final order

I have heard the oral argument of Ld. Rep. Shri Subhash Naik Jeorge appearing for the Workman as well as Id. Adv. Shri S. Gaonkar representing the Employer. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by both the parties. I have also carefully considered the submissions advanced before me and is of the opinion as under:

REASONS

14. *Issue No. 1:*

While deciding the issue No. 1 & 2 I have discussed and come to the conclusion that free, fair and proper enquiry has been conducted against the Workman in respect of charge-sheet dated 22/04/2017, dt. 05/06/2017 and dt. 21/06/2017 and that the Employer proved that the charges of misconduct leveled against the workman have been proved to the satisfaction of this Hon'ble Court by acceptable evidence in respect of charge-sheets dt. 22/04/2017, dt. 05/06/2017 and dt. 21/06/2017. The issue No. 1 & 2 are therefore answered in the affirmative.

15. *Issue No. 3:*

By charge-sheet dt. 22/04/2017, the misconduct leveled and proved against the Workman are as under:

- a. Willful insubordination or disobedience (Whether or not in combination with another) of any lawful and reasonable order of a superior.
- b. Willful slowing down in performance of work, of abetment, of instigating thereof.

- c. Disorderly, improper behavior in the premises of the establishment which adversely affects or is likely to affect the working or discipline of the establishment.
- d. Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises.
- e. Loss whether willful or due to irresponsible action, or damage due to negligence or carelessness to or/ or work in process of the establishment.
- f. Idling or wasting time or not working during working hours or being within the establishment after authorized hours of work without permission.
- g. Habitual commission of acts or omissions mentioned in the standing orders.

16. Similarly, vide charge-sheet dt. 05/06/2017, the misconduct leveled and proved against the Workman are as under:

- i) Willful insubordination or disobedience (whether or not in combination with another or any lawful and reasonable order of a superior.
- ii) Wilful slowing down in performance of work of abetment or instigating thereof.
- iii) Disorderly, improper behaviour in premises of the establishment if it adversely affects or is likely to affect the working or discipline of the establishment.
- iv) Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises.
- v) Loss whether willful or due to irresponsible action, or damage due to negligence or carelessness to or/of work in process of the establishment.
- vi) Idling or wasting time or not working during working hours or being within the establishment after authorized hours of work without permission.
- vii) Habitual commission of acts or omissions mentioned in the Standing Orders.
- viii) Refusal to accept the notice/communication served in accordance with certified standing orders.

17. Similarly, vide charge-sheet dt. 21/06/2017, the misconduct leveled and proved against the Workman are as under:

- i) Going on illegal strike or instigating or acting in furtherance therefore or resulting in paralyzing the normal work of the company.
- ii) Habitual breach of any standing order or any law applicable to the establishment or an rules made thereunder.
- iii) Disorderly, improper behaviour on the premises of the establishment or outside the premises of the establishment if it is adversely affects the discipline of the establishment.
- iv) Commission of any act subversive of discipline or good behavior on the premises of the establishment or any place outside the premises.
- v) Exhibiting within or on the premises of the establishment or on the walls or compound of the establishment (inside or outside) posters, forms or other literature and such things or causing to be displayed by means of signs or other visible representation on matter or otherwise disfiguring the walls or property without previous sanction of the Manager.
- vi) Insulting or wither provoked or otherwise, intimation or coercion within the precincts of the company against any employee of the company/Officers and any such acts outside the premises of the company if it directly effects of likely to affect the discipline or work of business of the establishment.
- vii) Deliberately making false, vicious, or malicious statements, public or otherwise against the establishment.

viii) Instigating or participating in any demonstration on the company property.

18. The evidence on record indicates that the Workman was employed with the Employer as a “Operator” since 01/10/1997 as a permanent Workman. The evidence on record indicates that the Workman was the president of the Local Union Committee of “Kamgarancho Ekvot”.

19. The misconduct proved against the Workman while charge-sheet dt. 22/04/2017, dt. 05/06/2017 and 21/06/2017 are grave and serious in nature. I do not find any extenuating circumstances to take lenient view of the punishment of termination. The order of termination issued to the Workman is just, fair and proper. Hence it is held that the Workman failed to prove that the action of the Employer in dismissing his services w.e.f. 11/11/2019 is illegal and unjustified. The issue No. 3 is therefore answered in the Negative.

20. *Issue No. 4:*

While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the Workman failed to prove that the action of the Employer in dismissing his services w.e.f. 11/11/2019 is illegal and unjustified. The Workman is therefore not entitled to any relief. The issue No. 4 is therefore answered in the Negative.

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

ORDER

1. It is held that the action of the management of M/s Blue Cross Laboratories Ltd., L-17, Verna Industrial Estate, Verna-Goa, in dismissing Shri Vasudev Mangueshkar, Operator, w.e.f. 11/11/2019 is legal and justified.
2. It is held that the Workman Shri Vasudev Mangueshkar is not entitled to any relief.

No order as to costs.

Inform the Government accordingly.

Sd/-, (Suresh N. Narulkar), Presiding Officer, Labour Court-II.

Panaji.

Notification

No. 28/02/2026-LAB/221

Date : 04-May-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 01/04/2026 in Ref. No. IT/03/2025 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.

Sitaram Gurudas Sawal, Under Secretary (Labour)/Link.

Porvorim.

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

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

Ref. No.: IT/03/2025

Workmen represented by The General Secretary, Goa Trade & Commercial Workers' Union,
Velho's Bldg., 2nd Floor,
Opp. Municipal Building,
Panaji-Goa.

.... Workmen/Party I

V/s

The Chairman,
M/s VPK Krishi Sahakari Kharedi
Vikri Prakriya Saunstha Maryadit,
Mahalasa Sharda Residency,
Mardola-Goa

.... Employer/Party II

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

Opponent/Party II represented by None, marked ex-parte.

AWARD

(Delivered on this the 1st day of the month of April of the year, 2026)

By Order dated 28/01/2025 bearing No. 28/77/2024-LAB/73, 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), has referred the following dispute to this Tribunal for adjudication.

SCHEDULE

- (1) “Whether the action of the management of M/s. VPK Krishi Sahakari Kharedi Vikri Prakriya Saunstha Maryadit, Mardola-Goa is refusing employment to Mrs. Neeta Jalmi, Packer-cum-Helper, Mrs. Kamlavati Naik, Packer-cum-Helper, Mrs. Hashvita Naik, Packer-cum-Helper and Shri Madhu Gaude, Peon, with effect from 01/10/2024, is legal and justified?
- (2) If not, to what relief the workmen are entitled?”

2. Upon receipt of the reference, it was registered as IT/03/2025 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Party I filed their Claim Statement at Exhibit 4.

3. In their Claim Statement the Party I has stated that all the 4 workmen namely Mrs. Neeta Jalmi, Packer-cum-Helper, Mrs. Kamlavati Naik, Packer-cum-Helper, Mrs. Hashvita Naik, Packer-cum-Helper and Shri Madhu Gaude, Peon were refused employment w.e.f. 01/10/2024 illegally by the Party II i.e. M/s VPK Krishi Sahakari Kharedi Vikri Prakriya Saunstha Maryadit, Mardola-Goa because they were the unionised members of Goa Trade and Commercial Workers’ Union. That all the workmen when reported to their regular duties at their respective establishment on 01/10/2024 they were refused employment with effect from 01/10/2024 from 8.00 hrs. without assigning any reasons of whatsoever nature. It is stated that all the above workmen worked with Party II with clean and unblemished past service record. Since the time of refusal of employment, they are unemployed and do not have any source of income to maintain their family.

4. It is claimed that the action of Party II/Management in refusing employment to all these workmen is illegal and unjust and these workmen are entitled for immediate re-instatement in the services of Party II establishment with full back wages and continuity of services.

5. The Party II establishment was duly served and was given opportunity to remain present and file their Written Statement to the Claim Statement of Party I, however despite giving reasonable opportunity, the Party II establishment did not remain present nor filed their Written Statement. Accordingly, ex-parte enquiry was held in respect of the schedule of the reference.

6. The Party I/Workmen examined all the aggrieved workmen by filing their Affidavit-in-Evidence. The only issue that would arise for my consideration is the Schedule of the reference and the same is reproduced herein below:

SCHEDULE

- (1) “Whether the action of the management of M/s VPK Krishi Sahakari Kharedi Vikri Prakriya Saunstha Maryadit, Mardola-Goa is refusing employment to Mrs. Neeta Jalmi, Packer-cum-Helper, Mrs. Kamlavati Naik, Packer-cum-Helper, Mrs. Hashvita Naik, Packer-cum-Helper and Shri Madhu Gaude, Peon, with effect from 01/10/2024, is legal and justified?
- (2) If not, to what relief the workmen are entitled?”

7. Heard arguments advanced by Ld. Advocate Shri Suhaas Naik on behalf of the Party I/Workmen and the matter proceeded ex-parte against Party II establishment.

REASONS

8. It is a matter of record that the Order of Reference dated 28/01/2025 relates to the refusal of the employment to all the 4 workmen employed with the Management of M/s VPK Krishi Sahakari Kharedi Vikri Prakriya Sauntha Maryadit, Mardola-Goa. As per the deposition of the workmen it is come on record that the workmen Mrs. Neeta Jalmi was employed as Packer-cum-Helper, Mrs. Kamlavati Naik was employed as Packer-cum-Helkper, Mrs. Hashvita Naik was employed as Packer-cum-Helper and Shri Madhu Gaude was employed as a Peon and were working at the establishment of Party II.

9. It is stated that they have been working with the establishment of Party II since the date of their employment till the time they were refused employment w.e.f. 01/10/2024 and that they had a clean and unblemished past service record. According to them, they were refused employment by the Party II establishment without assigning any cogent reason, as such their contention that the said action of the Management was because they are unionized members of Goa Trade and Commercial Workers' Union.

10. That pursuance to their refusal of employment, they raised the industrial dispute before the Asst. Labour Commissioner at Ponda however, the Management remained rigid on their demands which resulted in recording of failure proceedings on 20/11/2024 and subsequently the Government was pleased to refer this reference for adjudication. The Party II establishment chose to stay away from the proceedings despite being served and given opportunity to raise their defence against the Claim Statement filed by the Party I.

11. In the facts and circumstances and since there has been no counter defence from the Management side, this Tribunal is constrained to accept the case as set up by the Party I/Workmen in their Claim Statement as well as in their deposition.

12. The case of the Party I as put up since not discarded/defended by the Management/Party II, same stands proved in favour of the Party I/Workmen. Consequently, the following Award.

ORDER

- i. Reference stands allowed.
- ii. All the 4 workmen namely; Mrs. Neeta Jalmi, Packer-cum-Helper, Mrs. Kamlavati Naik, Packer-cum-Helper, Mrs. Hashvita Naik, Packer-cum-Helper and Shri Madhu Gaude, Peon be reinstated in the services of the Party II establishment with immediate effect with full back wages and continuity in services.
- iii. Inform the Government accordingly.

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

Notification

No. 28/02/2026-LAB/Part-III/222

Date : 04-May-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 20/03/2026 in Case No. Ref. LC-II/LCC/103/2021 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.

Sitaram Gurudas Sawal, Under Secretary (Labour)/Link.

Porvorim.

**IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI**

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

Case No. Ref. LC-II/LCC/103/2021

Shri. Anand B. Shirodkar,
R/o. Ghotgachi Wadi, Vazare,
Dodamarg, Sindhudurg,
Maharashtra

..... Applicant

V/s

M/s. S.P. Enterprises,
Rep. by its Proprietor
Shri. Sunil Pal,
R/o. Bordem, Bicholim-Goa.

..... Opponent

Applicant represented by Ld. Adv. Shri. T. D. Costa.

Opponent represented by Ld. Adv. Shri. P. Chawdikar.

Panaji, Dated: 20/03/2026

JUDGMENT

1. This Judgment and Order shall determine an application of the Applicant dated 29/10/2021 filed u/s 33C (2) of the I. D. Act, 1947.

2. It is the case of the Applicant in short that the Opponent is in the business of providing and supplying labourers and workers to various companies in the State of Goa. He stated that he is a contract labourer of the Opponent. He stated that in the year, 2006, he was deputed by the Opponent in the company M/s. Nestle India Ltd. having their factory at Maulinguem, Bicholim-Goa. He stated that he continuously, regularly and diligently worked in the said Company for 8 years and that the said Company never issued any Memo and/or warning letter and/or the charge against him. He stated that suddenly on 23/08/2013, he was issued a Charge-sheet Cum Suspension Order, Cum Notice of Inquiry by the Opponent alleging that he committed acts of misconduct in the said Company. He stated that enquiry proceedings commenced from 02/09/2013. He stated that he took part in the enquiry proceedings. He stated that on 07/11/2015 the Ld. Enquiry Officer submitted his enquiry report and findings to the Opponent. He stated that the Opponent had issued him Show Cause Notice dt. 14/11/2015 for which he filed his reply. He stated that thereafter, the Opponent did not pass any order but kept him in on indefinite suspension. He stated that the Opponent deliberately did not pass any Orders and kept him in suspended animation in order to harass, victimize and cause monetary loss to him. He stated that he was unable to seek any other alternate employment as he was still engaged with the Opponent. He stated that his future prospects was blocked by the Opponent. He stated that therefore he was compelled to file an application bearing No. 04/2016 before the Industrial Tribunal complaining that the Opponent is deliberately not passing any Order on the enquiry proceedings, report and Findings dt. 07/11/2015 and Show Cause Notice dt. 14/11/2015 and therefore, is illegally discontinuing/depriving him from his services with M/s. Nestle India Ltd. and from seeking any other employment.

3. He stated that by Award dt. 25/03/2021, the Hon'ble Industrial Tribunal allowed the said application bearing No. 04/2016 and held that the entire enquiry proceedings, report and findings of the Enquiry Officer dt. 07/11/2015 are vitiated as no Order have been passed by the Opponent and that he has been kept illegally under indefinite suspension which is not justified and has violated provision of the IIIrd and Vth Schedule of the I. D. Act, 1947 which protects the Workmen against victimization. He stated that the Opponent was directed by the said Award dt. 25/03/2021 to reinstate him with continuity in service and to pay full back wages from the date of suspension till reinstatement. He stated that the Opponent had deposited an amount of Rs. 1,60,077/- (Rupees One lakh Sixty thousand and seventy seven only) towards the back wages. He stated that the actual back wages due to him amounts to Rs. 5,10,263/- (Rupees five

lakhs ten thousand two hundred and sixty three only). He stated that as per the Memorandum of settlement executed between the Opponent and Workmen w.e.f. 01/04/2013 to 31/03/2022, the back wages to be paid to him from 23/08/2013 to 25/03/2021 and other payments by way of salary etc. due to him comes to Rs. 5,10,263/- (Rupees Five lakhs ten thousand two hundred and sixty three only). He stated that the Opponent has still not reinstated him at the place of work from where his service was wrongly terminated i.e. M/s Nestle India Ltd., Maulinguem, Bicholim-Goa and has not still paid the balance backwages actually due to him amounting to Rs. 3,50,186/- (Rupees Three lakhs fifty thousand one hundred and eighty six only). He stated that the Opponent has to pay him the wages from 01/05/2021 till the date he is reinstated with continuity in service at the place where his services was wrongly terminated. He stated that this Hon'ble Court has got power and is competent to adjudicate upon and decide the issue of reinstatement, back wages and wages of the Workmen who has been wrongly dismissed from service u/s 33C(2) of the I. D. Act, 1947. He stated that after the said Award dt. 25/03/2021 passed by the Hon'ble Industrial Tribunal, on several occasions, had written letters to the Opponent requesting him to reinstate to the original place where he was dismissed with continuity in service. However, the Opponent never informed/replied to his said letters and did not inform him that they could not reinstate him with continuity of service to the original place of work from where he was dismissed. He stated that in order to circumvent and defeat the said Award dt. 25/03/2021 by way of a ruse/sham/deceit, the Opponent "offered" to employ him at "Upgrade Enterprises Pvt. Ltd., Cuncolim Industrial Estate, Cuncolim, Margao-Goa" which is 91 Km. away from his residence. He stated that the "fixed term employment" contract dt. 28/07/2021 issued to him by the Opponent also stipulates that the same is only valid for a temporary period of six months i.e. commencing from 01/08/2021 to 31/01/2022 and even before the expiry of the said period mentioned the same can be terminated at any moment without assigning any reasons. He stated that the Opponent did not offer him continuity in service as directed in the Award dt. 25/03/2021 in the "fixed term employment" contract with "Upgrade Enterprises Pvt. Ltd." He stated that the Opponent also demanded that he should re-locate himself at the place of employment i.e. "Upgrade Enterprises Pvt. Ltd." Cuncolim Industrial Estate, Cuncolim which is 91 Km. away from his residence. He stated that since he could not comply with the said impossible so called fixed term employment contract which a sham/ruse contract was made by the Opponent only to show that the Opponent had complied with the Award dt. 25/03/2021. He stated that he informed the Opponent by letter dt. 27/08/2021 that he cannot accept the so called employment as it was totally inconvenient, sham, arbitrary, impossible to comply with, unreasonable and unjustified. He stated that by letter dt. 04/10/2021, the Opponent demanded that he should join "Upgrade Enterprises Pvt. Ltd." Cuncolim on or before 01/11/2021 failing which it would be deemed that he was not interested in joining employment offered by the Opponent. He therefore constrained to file the present petition.

4. He stated that he was illegally and without justification suspended and discontinued from the services with M/s. Nestle India Pvt. Ltd. Maulinguem, Bicholim by the Opponent. He stated that his wages were calculated on the basis that he was the Workman working with M/s. Nestle India Pvt. Ltd. He stated that he is shown in the Muster Roll as working with M/s. Nestle India Ltd. on the date when his services were illegally discontinued by the Opponent. He stated that the Opponent had paid the back wages to him based on previous wages paid to him which he was receiving as the Workmen when he was working with M/s. Nestle India Ltd. The Applicant therefore prayed that the Opponent be directed to reinstate him with continuity in service with M/s. Nestle India Ltd., Maulinguem, Bicholim as the said Award dt. 25/03/2021, and that the Opponent be directed to pay the present Net wages of Rs. 15,206/- p.m. to him from 01/05/2021 onwards with 9% interest p.a. The Applicant also prayed that the Opponent be directed to pay the balance back wages amounting to Rs. 3,50,186/- to him with interest @ 9% p.a. till the date of final payment.

5. The Opponent resisted the aforesaid claim application filed by the Applicant by filing its written statement dt. 05/01/2022. The Opponent, as and by way of its, preliminary objections, filed in written statement submitted that the present application filed by the Applicant under Section 29 read with second schedule of the Industrial Disputes Act, 1947 is not maintainable before this Hon'ble Court as such the application deserves no consideration and hence liable to be dismissed in limine with costs. The Opponent submitted that this Hon'ble Court does not have jurisdiction to entertain the present application of the Applicant and hence the Application on the subject matter cannot be entertained by this Hon'ble Court. The Opponent stated that the reliefs/prayers sought by the Applicant in the present application can neither be entertained nor executed by this Hon'ble Court and hence present application may be dismissed. The Opponent submitted that he has not at all violated the Award dt. 25/03/2021 and therefore the present

application filed by the Applicant is without any valid and justifiable cause of action. The Opponent stated that the Applicant has filed the present application just to pressurize and harass the Opponent without justifiable reasons. The Opponent stated that it may be noted that the Management of the Opponent has followed the proper procedure of law with due regards to the principles of natural justice in case of the Applicant. The Opponent submitted that they offered him employment with the other client, where a position for applicant is currently available. The Opponent stated that since the Applicant was employed as daily rated worker under the employment of the contractor i.e. Opponent and not with M/s. Nestle India Ltd. at Bicholim-Goa. The Opponent stated that they can offer employment to the applicant in any establishment where a suitable position is available. The Opponent submitted that the said company namely M/s. Nestle India Ltd., was also not the Party to the dispute right from the beginning of the dispute and there was the attempt made by the Applicant before the Industrial Tribunal to add the said company as party to the dispute by filing the application and the said application of the Applicant was dismissed by the Hon'ble Industrial Tribunal and the Applicant did not make any attempt to challenge the same before the Appropriate court of law and as such the said order attains the finality. The Opponent submitted that the award of the Hon'ble court is though binding on the Opponent, it is not at all binding on the said company i.e. M/s. Nestle India Ltd. The Opponent therefore stated that in terms of Award dt. 25/03/2021, the Applicant has to reinstate the Applicant in the service with them, however, such reinstatement cannot be demanded with his particular client. The Opponent stated that the Applicant initially agreed to join the duties at the new place and thereafter changed his mind and refused to join and hence the Opponent shall not be responsible for any monetary losses caused to the Applicant as he will be solely responsible for his decision for not joining at new allotted place. The Opponent submitted that in the said circumstances, their decision to the Applicant in the present matter to grant the reinstatement to the Applicant in another establishment is just, legal and the same is not in contravention of any law as alleged by the Applicant in his said application. The Opponent stated that the Award passed by the Industrial Tribunal also does not specifically state that the Applicant needs to be reinstated with the same principal employer i.e. M/s. Nestle India Ltd.

6. The Opponent stated that he is a contractor, engaged in the business of supplying of manpower to various industries/company on the contract basis in different parts of Goa. The Opponent stated that the Applicant was engaged by him on a contract basis as a "Worker" as a daily rated worker, and he was deployed at the Nestle India Pvt. Ltd. having its factory at Maulingem, Bicholim-Goa. The Opponent stated that as the act of misconducts committed by the Applicant as mentioned in his suspension letter and the charge-sheet issued to the Applicant, the Applicant was kept under suspension pending enquiry and subsequent to the conclusion of enquiry on account of prevailing circumstances at the relevant time. The Opponent stated that pending the suspension period, the Applicant has filed the application u/s 2A of the I. D. Act, 1947 before the Industrial Tribunal cum-Labour Court-I and the Hon'ble Court was pleased to pass an award dt. 25/03/2021. The Opponent stated that in the said award, the Hon'ble Industrial Tribunal held that the application filed by the Applicant stands allowed, and that the suspension order passed by them against the Applicant is bad-in-law, illegal and non-est, that the Opponent is directed to reinstate the Applicant in the services with full back wages from the date of suspension till reinstatement, except the amount already paid by way of subsistence allowance and continuity in service and that he is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Opponent shall pay an interest @9% p.a. The Opponent stated that as an honour to the said award, he has deposited the total amount of Rs. 1,60,000/- (Rupees one lakh sixty thousand only) in the Industrial Tribunal in the name of "The Presiding Officer, Industrial Tribunal and Labour Court vide its D. D. dt. 14/06/2021. The Opponent stated that the Opponent further addressed the letter to the Applicant offering him the reinstatement in services with them vide their letter dt. 28/07/2021 which was duly served on the Applicant and the Applicant acknowledged having received the same. The Opponent stated that vide his letter dt. 27/08/2021 requested them to reinstate him back in the employment with M/s Nestle India Ltd., at Bicholim-Goa and threatened them to file appropriate court proceedings. The Opponent stated that as mentioned above in the preliminary objections that though the award is mandatory for compliance for them and they tried its level best to accommodate the Applicant in another company by protecting his salary and other benefits, which the Applicant refused to accept. The Opponent stated that there were several correspondences exchange between both the parties regarding the reinstatement of the Applicant which clearly justifies that they tried their level best to reinstate the Applicant, however, the Applicant refused to accept their offer and as such they have not defied the order of the Industrial Tribunal and on the

contrary, it is the Applicant who is not willing to accept the offer of employment given to him. The Opponent stated that considering the nature of employment of the Applicant with them as a daily rated worker deployed by them in the said company, they are not in a position to deploy the Applicant in the same company as no vacancy is available in the said company and there was substantial lapse of time from the date of his suspension and considering his past records with the said company, they are unable to provide him employment in the same company as stated above. The Opponent stated that they are therefore well within its right to deploy the Applicant at other place in another company where the Applicant is having existing contract as well as vacancy for the Applicant as such they offered him such employment by trying their level best to fully comply with the award of the Industrial Tribunal dt. 25/03/2021 and it is the Applicant who is not co-operating with them. The Opponent denies the overall case as pleaded by the Applicant in his claim application and prayed that the claim application be rejected with costs.

7. Thereafter, the Applicant filed his re-joinder on 13/01/2022 at Exb. 7. The Applicant, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Opponent in their Written Statement, which are contrary to the statements and averments made by him.

8. Based on the pleadings filed by the parties hereinabove, this Hon'ble Court is pleased to frame the following issues:

1. *Whether the Applicant proves that he is entitled to receive from the Opponent an amount of Rs. 3,50,186/- along with interest at the rate of 9% per annum till date?*
2. *Whether the Opponent proves that the present application filed by the Applicant is bad-in-law in view of the reasons stated in para (A to H) of the Written Statement?*
3. *What Order?*

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

1. Issue No. 1 : In the affirmative
2. Issue No. 2 : In negative
3. Issue No. 3 : As per final order

REASONS

10. *Issue No. 1 & 2*

The Applicant has filed the present claim application u/s 33C(2) of the I. D. Act, 1947 and as such the allegation of the Opponent that the present application filed by the Applicant u/s 29 r/w with second schedule is not maintainable, is without any merits. It is therefore necessary to rely the said section 33 C(2) of the I. D. Act, 1947.

Section 33 C recovery of money due from an Employer

- (1)
- (2) *Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be made under this Act, be decided by such Labour Court as may be specified in this behalf by the appropriate Government (within a period not exceeding three months).*

(Provided that where the presiding officer of a Labour Court considers it necessary or expedient so to do, he may, for reasons to be recorded in writing, extend such period by such further period as he may think fit).
- (3) *For the purposes of computing the money value of a benefit, the Labour Court may, if it so thinks fit, appoint a Commissioner who shall, after taking such evidence as may be necessary, submit a report to the Labour Court and the Labour Court shall determine the amount after considering the report of the Commissioner and other circumstances of the case.*

- (4) *The decision of the Labour Court shall be forwarded by it to the appropriate Government and any amount found due by the Labour Court may be recovered in the manner provided for in sub-section (1).*
- (5) *Where workmen employed under the same employer are entitled to receive from him any money or any benefit capable of being computed in terms of money, then, subject to such rules as may be made in this behalf, a single application for the recovery of the amount due may be made on behalf of or in respect of any number of such workmen.*

11. Thus, upon bare perusal of section 33C (2) of the I. D. Act, 1947 clearly states that any Workman is entitled to receive from the Employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed then the question may subject to any rules that may be made under this Act. In other words, this Hon'ble Court has no jurisdiction to direct the Employer to reinstate the workman or execute the award dt. 25/03/2021 passed by the Hon'ble Industrial Tribunal and Labour Court, Panaji-Goa but this Hon'ble Court has power to determine amount of money due from the Employer. It is settled proposition of law that proceedings u/s 33 C(2) of I.D. Act, 1947 are in nature of execution when the right on the basis of which the claim has been preferred is an established right.

12. Ld. Adv. Shri T. DCosta submitted that this Hon'ble Court has every jurisdiction to execute the Award passed by the Hon'ble Court Industrial Tribunal Cum Labour Court Panaji-Goa in view of second schedule. Labour Court is appointed u/s 7 of the I. D. Act 1947. Section 7 (1) of I.D. Act 1947 state that the appropriate Govt. may by notification in the official gazette constitute one or more Labour Courts for the adjudication of Industrial Disputes relating to any matter specified in the second schedule and for performing such other functions as may be assigned to them under this Act. The Labour court has to adjudicate the Industrial Disputes or any matter referred in second schedule or such other function as may be assigned to them under this Act. Ld. Adv. Shri T. D. D'cost failed to satisfy as to whether this Labour Court-II is empowered to execute the award passed by the Hon'ble Industrial Tribunal-cum-Labour Court. Thus, I do not find any merits in the submissions of Ld. Adv. Shri T. D'costa appearing for the Applicant that this Court has jurisdiction of execute the Award passed by the Hon'ble Industrial Tribunal/Labour Court.

13. In the case in hand, by an award dt. 25/03/2021, the Hon'ble Industrial Tribunal and Labour Court order as under:

- a. The application filed by Party-I Workman stands allowed.
- b. It is hereby held that the suspension order passed by Party-II against Party-I is bad in law, illegal and non-est.
- c. The Party-II is directed to reinstate Party-I in the service with full back wages from the date of suspension till reinstatement, except the amount already paid by way of subsistence allowance and continuity in service.
- d. The Party-II is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party-II shall pay an interest @9% per annum.

14. Thus, the Applicant was awarded full back wages and continuity in service from the date of suspension till reinstatement except for the amount already paid by way of subsistence allowance. The Applicant has produced on record a calculation of back wages (Exb. 35) from the date of suspension till the date of reinstatement in addition to his oral evidence. The said calculation produced by the Applicant at Exb. 35 has not been disputed by the Employer during the course of his cross-examination by contending that calculation is erroneous. Thus, the said calculation produced by the Applicant at Exb. 35 appears to be correct. The said calculation of the Applicant at Exb. 35 indicates that the total amount towards the back wages comes to Rs. 5,10,263/- (Rupees Five lakh ten thousand two hundred sixty three only). The Opponent deposited sum of Rs. 1,60,077/- (Rupees One lakh, sixty thousand, seventy-seven only) towards the back wages of the Applicant. The Applicant also withdrew the said amount of Rs. 1,60,077/-. Thus the Applicant is entitled to the balance amount of Rs. 3,50,186 (Rupees Three lakh fifty thousand one hundred and eighty-six only).

15. In the case of New Standard Engineering Co. Ltd V/s Ashok H. Hire & ANR, reported in 2004 II CLR 574, before the Hon'ble High Court of Bombay.

The respondent was placed under suspension and disciplinary enquiry was initiated against him for not obeying transfer order. The said transfer order was granted by court and as such Respondent was taken on duty and disciplinary enquiry against him was dropped Respondent then filed complaint of unfair labour practice under item 9 of section IV claiming full back wages, other benefits with interest thereon for the suspension period. The Industrial Court allowed the said claim with 12% interest and hence this petition contending that Industrial Court has no power to grant interest. While discussing the petition, the Hon'ble High Court after relying on Supreme Court decision in the case of Smesh Sakharam Chowgule 1994 Supp(3) SCC 704, that though the provisions of the Act do not expressly empower Industrial Court to grant interest, the Court is entitled to grant interest depending upon facts of each case.

The principle laid down by the Hon'ble High Court in its aforesaid case is well established and also applicable to the case in hand.

16. In the case in hand, the Applicant is entitled to an amount of Rs. 3,50,186/- The Applicant is therefore entitled to receive the said amount from the Opponent a sum of Rs. 3,50,186/- (Rupees Three lakh fifty thousand one hundred and eighty-six only) along with interest at @6% per annum from the date of passing of the present order till its actual realization.

17. Thus, it is held that the Applicant has proved that he is entitled to receive the said amount from the Opponent, along with interest at the rate of 6% per annum from the date of passing of the order till the actual realization of said amount. The issue No. 1 is therefore, answered in the affirmative, and the issue No. 2 is answered in the negative.

In view of the above, I pass the following order.

ORDER

The present claim application filed by the Applicant vide his application dt. 29/10/2021 is hereby partly allowed. Consequently, the Opponent, namely M/s S. P. Enterprise, is hereby directed to pay to the Applicant a sum of Rs. 3,50,186/- (Rupees three lakh fifty thousand one hundred and eighty-six only), along with interest at the rate of 6% per annum from the date of passing of the present order till its actual realization.

No order as to costs.

Pronounced in the open court.

Sd/- (Suresh N. Narulkar), Presiding Officer, Labour Court-II.

Panaji.

Notification

No. 28/02/2026-LAB/Part-I/223

Date : 04-May-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 24/03/2026 in Case No. Ref. LC-II/IT/03/21 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.

Sitaram Gurudas Sawal, Under Secretary (Labour)/Link.

Porvorim.

**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/03/21

Shri Pandurang V. Kolamkar,
H. No. 714/B, Taigini,
Bethoda, Ponda Goa (403401)

..... Workman/Party-I

V/s

1. M/s Suryodyog,
H. No. 144/1,
Near Sea Shore, Siridao,
Ilhas Goa (403108).

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

2. M/s. Swami Samarth Krupa Industries
Having its office at S-2 Second floor,
Shiv Sadan Apartments, Nova Cidade
Enclave, Opp. Shree Niketan Child Care,
Porvorim, Sangolda, Goa (403521)

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

Workman/Party-I represented by Ld. Rep. Shri. P. Gaonkar.

Employer/Party-II(1) represented by Ld. Adv. Shri S. Kamat.

Employer/Party-II(2) represented by Ld. Adv. Shri S. Karpe.

Panaji; Dated: 24/03/2026.

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 02/02/2021, bearing No. 28/21/2020-LAB/62 referred the following dispute for adjudication to the Labour Court-II of Goa.

“(1) *Whether the action of management of M/s. Suryodyog, H. No.144/1, Near sea shore Sirdao, Ilhas, Goa, in refusing employment to Shri Pandurang V. Kolamkar, Press Operator/Fitter, with effect from 16/03/2019, is legal and justified?*

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

2. On receipt of the reference, a Case was registered under No. LC-II/IT/03/2021 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Workman put in his appearance. On the contrary, the Employer failed and neglected to appear before this Hon'ble Court for the reasons best known to him. This Hon'ble Court after giving an ample opportunities, marked an ex-parte and ex-parte proceedings have been carried out.

3. The Workman/Party I (for short, Workman) appeared before this Court and filed his statement of claim on 24/02/2021 at exb. 5. The facts of the case as pleaded by the Workman are that he was employed as Press Operator/fitter since January, 2006 in Shri Manjunath Engineering Works. He stated that the Employer was carrying out the business of manufactures of Sheet Metals, dyes, jigs, fixtures, pressed components, machinery spare parts and fabrication works etc. He stated that the Proprietor of said establishment Mr. Raju Naik expired on 07/08/2015 and since then, his wife Mrs. Neela Naik, started looking after the administration and management of the said establishment. He stated that she changed the name of the establishment from Shri Manjunath Engineering works to M/s. Swami Samarth Krupa Industries. He stated that since the time of taking over the administration and management of the said establishment by its Proprietor. Mrs. Neela Naik, started causing harassment to him in order to leave the job and stopped increment of salary and other benefits. He stated that the said Mrs. Neela Naik subsequently in the month of November, 2018 onwards entrusted the administration and management of

the said establishment to one Shri Suryakant Narvekar and since then, he used to look after the administration and management of said establishment. He stated that upon enquiry, he learnt that the said proprietor Mrs. Neela Raju Naik has sold and delivered possession of the said establishment to Mr. Suryakant Narvekar. He stated that soon after taking over the administration and management of the said establishment by a new proprietor namely Shri Suryakant Narvekar changed the name of the establishment as Suryodyog Industries and continued to carry out the same business activities. He stated that the newly proprietor Mr. Suryakant Narvekar, expressed his inability to increase his monthly salary and told him to leave the job in case he is not ready to continue the work with the same monthly salary. He stated that he continued the work to the said Employer with the same monthly salary however, the Employer started causing harassment to him for one or other reasons. He stated that on 15/3/2019, the Employer told him that he has no work orders and as such, they will temporarily shut down the said establishment and that they will inform him soon after starting its operations and further told him not to come on duty from 16/03/2019. He stated that he thereafter made enquiry and also visited said establishment and found that the Employer is carrying on its day today business activities. He stated that he therefore approached the proprietor with a request to allow him to join the duty, however the said proprietor refused to allow him to join the duty and told him that he did not require his services in the said establishment. He stated that as the management unlawfully and with the malafide intension retrenched him from services without assigning any valid reasons and in gross violation of the provisions of well settled laws, he was constrained to approach the Labour Commissioner, Panaji-Goa by written complaint dated 02/05/2019. He submitted that the Asst. Labour Commissioner, Panaji-Goa, called the Employer for conciliation which ended in failure.

4. He submitted that he was in continuous service from the date of joining till he was refused employment. He submitted that neither he was served with one month notice nor was paid one month salary in lieu of notice. He submitted that he was not paid retrenchment compensation at the time of termination of his services. He submitted that the action of the Employer in terminating his services is in violation of Section 25 F of the I. D. Act, 1947 as well as principles of natural justice. He submitted that the termination of his services is illegal, unjustified and bad in law. He submitted that he is not having any gainful employment from the date of his termination. He submitted that he therefore entitled for reinstatement with full back wages and consequential benefits. He stated that the Employer is responsible for all the losses hardships, injustice, and harassment due to the illegalities on the part of the management. The Workman therefore humbly prays that the action of the Employer in terminating his services w.e.f. 16/03/2019 is declared as illegal and unjustified and he may be reinstated in service with full back wages and consequential benefits thereof.

5. Based on the pleadings this Hon'ble Court framed the following issues:

1. *Whether the Workman/Party I proves that the action of the Employer in refusing him employment w.e.f. 16/03/2019 is illegal and unjustified?*
2. *Whether the Workman/Party I proves that he is entitled to any relief?*
3. *What order? What award?*

6. Thereafter, this Hon'ble Court passed an award dt. 27/02/2023 holding that the action of the management of the Employer in refusing him employment w.e.f. 16/03/2019 is illegal and unjustified and that the management of the Employer was directed to reinstate the Workman with full back wages and consequential benefits thereof.

7. The Employer (1) challenged the said Award by filing writ petition bearing No. 61/2024 before the Hon'ble High Court of Bombay at Goa. Vide its order dt. 21/01/2026, the Hon'ble High Court of Bombay at Goa disposed the aforesaid writ petition and remanded back the matter to this Court. The Hon'ble High Court further directed to decide the matter expeditiously and preferably within a period of three months from the date of which the parties first appeared before the authority i.e. on 02/02/2026. Accordingly, both the parties appeared before me.

7. On 13/03/2026, all the parties agreed to settle the present matter amicably. Accordingly on 20/03/2026 Ld. Rep. Shri P. Gaonkar alongwith Workman remained present. The Employer represented by Adv. S. Kamat for Employer (1) and Employer (2) represented by Adv. Shri S. Vaingankar h/f Adv. S. Karpe. All the parties submitted that they have settled the matter between themselves and filed the consent

terms which is on record at Exb. 29 and submitted that the matter be disposed of in terms of settlement. The terms of settlement of consent are reproduced hereunder:

- (a) The parties state that the disputes between the parties arising out of the present proceedings have been amicably settled and resolved.
- (b) In settlement of claims and disputes between the parties, the Workman hereby confirms of having received a sum of Rs. 75,000/- (Rupees seventy-five thousand Only) towards full and final settlement of all claims, demands, dues, and grievances of whatsoever nature arising out of employment, including but not limited to wages, reinstatement, back wages, compensation, and all other incidental claims including gratuity, P.F. or any other statutory claims.
- (c) The Workman acknowledges of having received the said amount of Rs. 75,000/- (Rupees seventy-five thousand only) from the Employer and declares that having received the said amount, the Workman shall have no further claims of any nature whatsoever against any other Employer. All disputes stand fully and finally settled and resolved.
- (d) In view of the settlement, the Workman agrees to withdraw the present proceedings, and the parties jointly pray that this Hon'ble Court may be pleased to dispose of the above said matter as settled.
- (e) The parties undertake to abide by these Consent Terms and confirm that the same have been entered into voluntarily, without any coercion, undue influence, or pressure.
- (f) These Consent Terms shall be binding on the parties and their respective heirs, legal representatives, and assigns.

I have carefully perused the said consent terms filed by the parties hereinabove. The said consent terms are beneficial to the Workman and as such, I consented for the same.

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

ORDER

1. It is held that the action of the management of M/s. Suryodyog, H. No. 144/1, Near sea shore Siridao, Ilhas, Goa, in refusing employment to Shri Pandurang V. Kolamkar, Press Operator/Fitter, with effect from 16/03/2019, is illegal and unjustified, does not survive.
2. Apart from the amicable settlement, the Workman, Shri Pandurang V. Kolambkar, Press Operator/Fitter, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-, (Suresh N. Narulkar), Presiding Officer, Labour Court.

Panaji.

Notification

No. 28/02/2026-LAB/PART-VI/239

Date : 22-May-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29/04/2026 in Case Ref. No. IT/06/2026 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.

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Ref. No.: IT/06/2026

The General Secretary,
Cadila Health Employees Union,
C/o M/s Zydus Lifescience Ltd.,
Plot No. 203-213,
Kundaim Industrial Estate,
Kundaim-Goa.

.... Workmen/Party I

V/s

The Managing Director,
C/o M/s Zydus Lifescience Ltd.,
Plot No. 203-213,
Kundaim Industrial Estate,
Kundaim-Goa

.... Employer/Party II

Applicant/Party I represented by Learned Advocate Shri. P. J. Kamat.

Opponent/Party II represented by Learned Advocate Shri. M. S. Bandodkar.

AWARD**(Delivered on this the 29th day of the month of April of the year, 2026)**

By order dated 06/01/2026 bearing No. 28/39/2025-LAB/25, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act of 14 of 1947), has referred the following dispute to this Tribunal for adjudication.

SCHEDULE

- (1) “Whether the action of the management of M/s. Zydus Lifesciences Limited (Formally known as Cadila Healthcare Limited) is not conceding the demands raised by the Cadila Healthcare Employees Union as specified in SCHEDULE is legal and justified?”

Demand No. 1: Gross Wage Rise

There should be a rise in gross wages of each worker to the tune of Rs. 30,000/- per month which should be distributed under various heads as given below.

Demand No. 2: Revision In Basic Pay Scale

Basic Pay scale and Annual Increments of workers be revised as follows:

GA-5000-250-6250-300-7750-350-9500-400-11500-450-13750-500-16250-550-19000-600-22000-650.

G1-5500-300-7000-350-8750-400-10750-450-13000-500-15500-550-18750-600-21250-650-24500-700

G2-6000-350-7750-400-9750-450-12000-500-14500-550-17250-600-20250-650-23500-700-27000-750-

G3-6500-400-8500-450-10750-500-13250-550-16000-600-19000-650-22250-700-25750-750-29500-800

G4-7000-450-9250-500-11750-550-14500-600-17500-650-20750-700-24250-750-28000-800-32000-850

G5-7500-500-10000-550-12750-600-15750-650-19000-700-22500-750-26250-800-30250-850-34500-900

G6-8000-550-10750-600-13750-650-17000-700-20500-750-24250-800-28250-850-32500-900-37000-950

G7-8500-600-11500-650-14750-700-18250-750-22000-800-26000-850-30250-900-37000-1000-42000-1050

G8-9000-650-12250-700-15750-750-19500-800-23500-850-27750-900-32250-950-37000-1000-42000-1050

G9-9500-700-13000-750-16750-800-20750-850-25000-900-29500-950-34250-1000-39250-1050-44500-1100

G10-10000-750-13750-800-17750-850-22000-900-26500-950-41000-1000-46000-1050-47050-1100

G11-10050-800-14050-850-18300-900-22800-950-27550-1000-32550-1050-37800-1100-43300-1150

Demand No. 3: Rise in Basic Pay

The existing Basic Pay of each worker be increased by Rs. 11,000/- per month.

Demand No. 4: Rise in Fixed Dearness Allowance

Dearness Allowance of each worker be increased by Rs. 11,000/- per month.

Demand No. 5: Improvement in V.D.A.

Variable Dearness Allowance of each worker be revised to Rs. 3.50 per point rise over AICPI 1500 (Base 1960=100).

Demand No. 6: Rise in House Rent Allowance

The existing House Rent Allowance of each worker be increased by an amount of Rs. 3000/- per month.

Demand No. 7: Rise in Conveyance Allowance

The existing Conveyance Allowance of each worker be increased by an amount of Rs. 2000/- per month.

Demand No. 8: Rise in Educational Allowance

The existing Educational Allowance paid to each worker be increased by an amount of Rs. 1000/- per month.

Demand No. 9: Rise in Service Allowance

The existing Service Allowance paid to each worker be increased by an amount of Rs. 1000/- per month.

Demand No. 10: Rise in Leave Travel Allowance

The existing Leave Travel Allowance paid to each worker be increased by an amount of Rs. 1000/- per month.

Demand No. 11: Leave Facilities

Leave facilities of the workmen be revised as follows:

Privilege Leave: 30 days per year

Sick Leave: 30 days per year

Casual Leave: 15 days per year

Unavailed leaves should be allowed to be accumulated and encashed. PL should be allowed if applied a week in advance and in case of emergency at short notice. PL should be allowed five times in a year. PL should be allowed for one day if CL is over. Early going on 3 occasions in a month in case of emergency be allowed.

Demand No. 12: Improvement in Shift Allowance

The existing Shift Allowance paid to each worker be increased as follows:

Second Shift Rs. 200/- per shift

Third Shift Rs. 250/- per shift.

Demand No. 13: Paid Holidays

Paid Holidays be increased to 16 in a year.

Demand No. 14: Loan Facilities

The existing Loan facilities be improved. House Loan/House Repair Loan should be improved with limit of Rs. 10,00,000/- with interest subsidy of 5% twice during service. Emergency Loan be increased to Rs. 3,00,000/- interest free. Festival Advance should be provided of one month's gross salary interest free.

Demand No. 15: Transport Facility

Transport subsidy be increased to the actual cost of transport and transport should be provided free of cost to all employees on all routes. Emergency transport should be provided besides the above.

Demand No. 16: Bonus Cum Ex-Gratia

Bonus cum ex gratia of 20% on gross wages without ceiling be paid to each worker every year.

Demand No. 17: Upgradation

Upgradation be provided to candidates based on seniority taking into consideration the experience of workers. Upgradation benefit should be increased by an amount of Rs. 2000/- per month.

Demand No. 18: Accident Benefit/Group Insurance

Accident while on duty and while reaching home or coming from home should be treated on duty with full pay and allowances till the worker recovers from illness and medical expenses should be borne by the management. Group Insurance should be done for all workers and they should be insured for an amount of Rs. 50/- Lakhs per head in case of accident, injury and/or death.

Demand No. 19: Workers Welfare Fund

Workers Welfare Fund be created wherein representatives of our trade union be represented. Management should contribute every year 5% of the gross profit into the said Fund. The Fund should be utilized for the welfare of workers.

Demand No. 20: Long Term Service Award

Long Term Service Award at the rate of one month gross wages be paid to each worker on completion of every five years service i.e. after completion of five years, one months' gross wages, after completion of ten years, another one months' gross wages, etc.

Demand No. 21: Medical Facilities

Hospitalisation coverage under mediclaim facilities be increased to Rs. 15,00,000/- for entire family and domiciliary benefits should be revised to Rs. 10,000/- per head of family members. Medical facilities should be cashless.

Demand No. 22: Gratuity

Gratuity benefits should be increased to one months' gross pay for every year of service.

Demand No. 23: Death Relief Fund

On the unfortunate death of an employee, two days' salary deducted of all staff of the Company and management contribution twice the said amount and the same should be paid to the family of the deceased after clearing all dues/liabilities of the deceased employee with the Employees' Co-operative Credit Society. The management should also provide Rs. 25,000/- to the family for immediate funeral expenses.

Demand No. 24: Superannuation Benefits

Employees who superannuate be provided a gift or cash amounting to Rs. 30,000/- for service rendered by the employees.

Demand No. 25: Union Facilities

Union facilities union office, union cupboard, table and chairs be provided. Union office bearers be provided union leave of 20 days in a year to discharge union responsibilities such as attending union meetings, attending office of Labour Commissioner for conciliation meetings, etc.

Demand No. 26: Dormitory

Dormitory facilities should be provided at Panaji so that workers can take rest during transit and rest room should be provided in Company premises.

Demand No. 27: Filing Up Existing Vacancies

Permanent workmen requirement of 186 be protected and all such vacancies in permanent category be filled up immediately by appointing permanent workmen in their place.

Demand No. 28: Other Demands

- a) Annual Day to be fixed on 1st Sunday of December month.
- b) Emergency Transport facility to be provided in case of emergency.
- c) In & out timing should be 6 hours including lunch/dinner/breakfast/tea time/travel within factory, etc.
- d) Compassionate employment should be provided for family members in case of death of a worker while in service.
- e) First Aid Attendant to be provided in all three shifts.
- f) Settlement should be discussed and signed at the earliest.
- g) Awards and retirement dues should be given on the same date when they are due.

Demand No. 29: Period of Settlement

The period of settlement should be for three years with effect from 01/10/2023 to 30/09/2026.

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

2. Upon receipt of the reference, it was registered as IT/06/2026 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Adv. Shri. J. Kamat put his appearance on behalf of Party I and requested for time to file the Claim Statement and also submitted that the matter is likely to be settled and accordingly on the 3rd date of hearing, Adv. Shri P. J. Kamat on behalf of Party I and Adv. Shri M. S. Bandodkar on behalf of Party II remained present and filed terms of Settlement duly signed by Mr. Gajanan Gawas, General Manager along with Adv. M. S. Bandodkar for Party II and Shri M. R. Gau Tari, President, Mr. P. V. Gaude, General Secretary along with Adv. Shri P. J. Kamat for Party I.

3. In the Consent Terms filed at Exhibit 5 Colly, both the Parties submitted that the Charter of Demands as referred in the Schedule have been discussed at length and after prolonged discussions, and negotiations both the Parties have mutually reached to a settlement on 17/03/2026 thereby deciding all the demands raised by the Union. Both the Parties confirmed that the Settlement is sent to the Commissioner, Labour and Employment, Government of Goa, Panaji for registration in terms of Rule 58(4) of the I. D. Act (Central) Rules, 1957. It is unanimously submitted that the settlement has been accepted by both the Parties with the consent of all the workmen in the meeting that was held by the Parties with the workmen.

4. The copy of the Settlement dated 17/03/2026 produced on record along with the application at Exh. 5 Colly shall be the part and parcel of this Award.

This Tribunal accepts the terms of the settlement and pass Award as under:

ORDER

- i. The reference stands allowed.
- ii. No order as to cost.
- iii. Inform the Government accordingly.

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

Panaji.

Department of Personnel**Order**

No. 6/1/2026-PER/1641

Date : 26-May-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 Officer of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Arvind B. Khutkar, Director of Archives	Director of Transport

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

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

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

Porvorim.

Order

No. 15/13/2025-PER/1645

Date : 26-May-2026

On recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(2)/2024/74 dated 22/05/2026, the Governor of Goa is pleased to promote the following officers to the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer, Group 'B' Gazetted in Level-7 of Central Civil Services (Revised Pay) Rules, 2016 on regular basis, with immediate effect.

1. Shri Shailesh N. Kothawale
2. Shri Rohan R. Naik
3. Miss Carla Constancio Pereira
4. Shri Kundan C. Gadekar
5. Smt. Sampada Prasad Phal Dessai
6. Shri Nilesh Salgaonkar
7. Shri Sanjeev Signapurkar (SC)

The above officers shall be on probation for a period of two years from the date of their joining. They shall submit their Annual Assessment Report during the probation period.

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

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

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

Porvorim.

Department of Public Health**Order**

No. 4/13/2020-II/PHD/Part/1366

Date : 27-May-2026

Read:- Memorandum No. 4/13/2020-II/PHD/Part/3158 dated 21/10/2024.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(11)/2021/204 dated 24/09/2024, Government is pleased to appoint Dr. Deepti Uday Dhawalikar to the post of Assistant Professor in the Department of Cardiac Anaesthesiology (Group 'A' Gazetted) under the Goa Medical College and Hospital, Bambolim in the Pay Matrix under Level 11 in Pay Matrix (Pre-revised: PB-3 Rs. 15600-39100 + Rs. 6600/- G.P.).

Dr. Deepti Uday Dhawalikar shall be on probation for a period of two years.

Dr. Deepti Uday Dhawalikar has been declared medically fit by the Medical Board and their character and antecedents has been verified by the Collector & District Magistrate, South Goa and stated that there is nothing adverse against the said Doctor.

The appointment is made against vacancies occurred due to creation of posts of Assistant Professor in Goa Medical College vide Order No. 4/1/2018-II/PHD/1195 dated 14/08/2019 and bifurcation of 02 posts of Assistant Professor in the Department of Cardiac Anaesthesiology, GMC vide Order No. 4/1/2018-II/PHD/Part-I/3383 dated 23/10/2020.

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

Sitaram G. Sawal, Under Secretary (Health-I).

Porvorim.

Notification

No. 13/4/2026-I/PHD/806

Date : 19-May-2026

In pursuance of Section 45 of the Food Safety and Standards Act, 2006 (Central Act 34 of 2006), read with Rule 2.1.4 of the Food Safety and Standards Rules, 2011, I, Shri Yetindra M. Maralkar, IAS, Commissioner of Food Safety, hereby appoints Shri Ashish Arjun Gawas, Assistant Chemist (Food) of the Food Laboratory of the Directorate of Food and Drugs Administration, to be Food Analyst for the whole of the State of Goa, for all categories of food and for the purposes of the said Act.

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

Yetindra M. Maralkar, IAS, Secretary (Health), Commissioner, Food Safety.

Porvorim.

Department of Town and Country Planning**Notification**

No. 36/18/39A/Notification (35F)/TCP/2026/456

Date : 03-Jun-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.	M/s. Unikko Developers and Co. P.L.D., Rep. by Mr. Randhir Patil	57/1-A, Plot No. 6	Arpora, Bardez	Natural Cover Total Area (4,463)	Settlement Zone	4,463	Approved for change of zone an area of 4463m2 from Natural Cover to Settlement Zone being within permissible gradient. The secondary development shall be permitted strictly after obtaining NOC from Forest Department.
2.	M/s. Unikko Developers and Co. P.L.D., Rep. by Mr. Randhir Patil	57/1-A, Plot No. 5	Arpora, Bardez	Partly Natural Cover (3858m2), Partly Natural Cover with No Development slope (298m2) Total Area (4,156)	Settlement Zone	4,156	Approved for change of zone an area of 3858m2 from Natural Cover to Settlement Zone & an area of 298m2 from Natural Cover with No Development slope to Settlement zone being within permissible gradient. The secondary development shall be permitted strictly after obtaining NOC from Forest Department.
3.	M/s Magnitude Homes LLP	38/0 (Part)	Arambol, Pernem	Partly Orchard, Partly Orchard with No Development Slope with Irrigation Command Area, Partly Cultivable Land Total Area (49,883)	Settlement Zone	20,000	Approved for change of zone an area of 14400m2 from Partly Orchard with No Development Slope with Irrigation Command Area and Partly Cultivable Land to Settlement Zone.
4.	Inacinho Fernandes	331/1-B (Part)	Loutolim, Salcete	Partly Orchard (480m2), Partly Natural Cover (19934m2), Partly Natural Cover with No Development Slope (1104m2) Total Area (21,518)	Settlement Zone	4,000	Approved for change of zone an area of 4000m2 from Natural Cover to Settlement Zone being within permissible gradient. The secondary development shall be permitted strictly after obtaining NOC from Forest Department.

5.	M/s Enigma Properties Private Ltd.	65/3 (Part)	Ella, Tiswadi	Partly Settlement (2483m ²) Partly Orchard (6542m ²) Total Area (9,025)	Settlement Zone	6,542	Approved for change of zone an area of 6542m ² from Orchard to Settlement Zone being within permissible gradient.
6.	Dineshlal M. Chudasama, Rep. by Maganlal Chudasama	104/3-A	Nagorcem-Palolem, Canacona	Partly Settlement (6207m ²), Partly Parking (966m ²) (Located within 200mts. from HTL) Total Area (7,173)	Settlement zone	966	Approved for change of zone an area of 966m ² from Parking to Settlement Zone. The secondary development shall be permitted strictly after obtaining NOC from Canacona Municipal Council and GCZMA.

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 (44)/TCP/2026/96 dated 11/02/2026, published in the Official Gazette, Series III No. 46 dated 12/02/2026 (as regards proposals at Sr. No. 1, 2 & 5);
- (ii) Vide Notification No. 36/18/39A/Notification (44)/TCP/2026/96 dated 11/02/2026 and Corrigendum vide Notification No. 36/18/39A/Notification (44)/TCP/2026/108 dated 18/02/2026, published in the Official Gazette, Series III No. 46 dated 12/02/2026 & Series III No. 47 dated 19/02/2026 respectively (as regards proposals at Sr. No. 5);
- (iii) Vide Notification No. 36/18/39A/Notification(8)/TCP/2024/35 dated 05/11/2024, published in the Official Gazette, Series III No. 32 dated 07/11/2024 (as regards proposals at Sr. No. 3);
- (iv) Vide Notification No. 36/18/39A/Notification (39)/TCP/2025/723 dated 19/11/2025, published in the Official Gazette, Series III No. 34 dated 20/11/2025 (as regards proposals at Sr. No. 4);
- (v) Vide Notification No. 36/18/39A/Notification (34)/TCP/2025/602 dated 14/10/2025, published in the Official Gazette, Series III No. 29 dated 16/10/2025 (as regards proposals at Sr. No. 6); and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rule (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1 & 2 in its 232nd Meeting held on 04-05-2026, Sr. No. 3 in its 210th Meeting held on 30-12-2024, Sr. No. 4 & 6 in its 231st Meeting held on 21-04-2026 and Sr. No. 5 in its 230th Meeting held on 30-03-2026 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 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 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.

Office of the Chief Town Planner

Order

No. 1/3/TCP(Part-File)/2017-19/1183

Date : 29-May-2026

Government is pleased to order transfer of the following Officers of the Town and Country Planning Department, in public interest, with immediate effect:

Sr. No.	Name and designation of the Officers	Present posting	Transferred/Posted at
1.	Shri Zaidev R. Aldonkar, Dy. Town Planner	North Goa District Office, Mapusa	North Goa District Office, Mapusa with additional charge of Tiswadi Taluka Office, Panaji.
2.	Shri Ritesh R. Shirodkar, Dy. Town Planner	Ponda Taluka Office, Ponda and to assist Planning Development Construction Committee (PDCC) constituted under the Goa Investment Promotion and Facilitation Board of Single Window Clearance Act, 2021	Quepem Taluka Office, Quepem and to assist Planning Development Construction Committee (PDCC) constituted under the Goa Investment Promotion and Facilitation Board of Single Window Clearance Act, 2021
3.	Smt. Maria Roseann Diniz, Dy. Town Planner	Canacona Taluka Office, Canacona, with additional charge of Quepem Taluka Office, Quepem.	Ponda Taluka Office, Ponda
4.	Shri Snoken Luis Caetano Dias, Dy. Town Planner	TCP Headquarters, Panaji	TCP Headquarters, Panaji, with additional charge of Canacona Taluka Office, Canacona

The Officers shall join the new place of posting with immediate effect, without availing joining time.

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

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

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

Panaji.

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