

Panaji, 11th June, 2026 (Jyaistha 21, 1948)

**SERIES II No. 11**

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

#### Department of Agriculture

Directorate of Agriculture

#### Order

No. 8/31/2025-26/D.Agr/455

Date : 05-Jun-2026

Read: 1) Order No. 2/9/95-AGR/2023-24/Part(II)/402 dated 07/06/2023.

2) Order No. 8/31/2025-26/D.Agr/459 dated 13/06/2025.

The approval of the Government is hereby accorded to extend the deputation of Shri Chandrahas K. Naik Dessai against the post of Managing Director to Goa State Horticulture Corporation Ltd., Tonca, for (2<sup>nd</sup> year) w.e.f. 08/06/2026 upto his superannuation i.e. 31/08/2026. His deputation period shall be governed on same standard terms and condition of deputation as contained in the Office Memorandum No. 13/4/74-PER dated 12/02/1999 and amended from time to time.

This is issued with approval of Government vide entry No. 2017/F dated 29/05/2026.

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

*Sandeep B. Fol Dessai*, Director of Agriculture & ex officio Jt. Secretary.

Tonca, Caranzalem.

#### Department of Forest

#### Order

No. 17/3/2026-FOR/212

Date : 29-Apr-2026

Whereas, Section 33 of the Rights of Persons with Disabilities Act, 2016 mandates that the appropriate Government shall identify posts in establishments which can be held by respective categories of persons with benchmark disabilities through constitution of an Expert Committee with representation of persons with benchmark disabilities, and undertake periodic review of such identified posts at intervals not exceeding three years;

And whereas, it has become necessary to undertake such identification and review in respect of the sanctioned posts under the Goa Forest Department for ensuring compliance with the provisions of the said Act;

Now, therefore, the Government of Goa is pleased to constitute an Expert Committee for Goa Forest Department with immediate effect, comprising of the following officials for identification of such posts:-

1.	Additional Principal Chief Conservator of Forests & Chief Wildlife Warden, Goa	:	Chairperson
2.	Chief Conservator of Forests, Administration & Development	:	Member
3.	Dy. Conservator of Forests, South Goa Division, Margao	:	Member
4.	Dy. Conservator of Forests, Wildlife & Eco-Tourism, North, Panaji	:	Member
5.	Director (Administration), Goa Forest Department	:	Member
6.	Under Secretary (Forests), Forest Department, Secretariat	:	Member
7.	Shri. Damodar H. Naik, Head Clerk of the Goa Forest Department	:	Member (Person with VH disability)
8.	Smt. Rachana R. Gaude, Lower Division Clerk of the Goa Forest Department	:	Member (Person with OH disability)
9.	Suitable official with deaf and hard of hearing	:	Member (Person with deaf and hard of hearing)

The Committee shall:

1. Identify posts in Goa Forest Department which are suitable for persons with benchmark disabilities in compliance with statutory provisions of the Rights of Persons with Disabilities Act, 2016 and indicate the category-wise suitability of posts for various benchmark disabilities.
2. Identify posts to be exempted under the said Act giving full justification for the proposal having regard to the type of work assigned to the said posts in the Goa Forest Department.

The office of the Principal Chief Conservator of Forests shall provide all secretarial, administrative and logistical support to the Committee and the committee shall submit detailed report to the Head of Department for further necessary action at the earliest.

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

*Sitaram Gurudas Sawal*, Under Secretary (Forest).

Porvorim.

### Order

No. 4/3/2023-FOR/221

Date : 05-May-2026

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. COM/II/11/22(1)/ 2026/536 dated 30/03/2026, the Government is pleased to promote Shri Damodar Prakash Salelkar, Assistant Conservator of Forests (ACF), to the post of Deputy Conservator of Forests (DCF) (Group 'A' Gazetted) in the Level-11 of pay matrix as per CCS (Revised Pay) Rules, 2016, on regular basis, in the office of the Principal Chief Conservator of Forests, Forest Department, Panaji, with immediate effect.

The officer shall exercise the option for fixation of pay within one month from the date of this order in terms of F.R. 22(I)(a)(1).

He shall continue in his present posting until further orders.

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

*Sitaram Gurudas Sawal*, Under Secretary (Forest).

Porvorim.

**Order**

No. 4/3/2023-FOR/253

Date : 29-May-2026

Read: Order No. 4/3/2023-FOR/221 dated 05-05-2026.

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

Sr. No.	Name of the Officer and present posting	Posted as
1.	Shri Damodar Prakash Salelkar, awaiting posting	Deputy Conservator of Forest (Planning & Statistics) with additional charge of Deputy Conservator of Forest (Monitoring & Evaluation).

The above Officer shall continue to hold the charge of Assistant Conservator of Forest Legal (Cell) and Assistant Conservator of Forest Wildlife (South) until further orders.

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

*Sitaram Gurudas Sawal*, Under Secretary (Forest).

Porvorim.

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**Department of Home**  
Home-General Division

**Order**

No. 9/11/2019-HD(G)/1565

Date : 29-May-2026

On the recommendation of the Goa Public Service Commission, as conveyed vide letter No. COM/I/5/42(6)/2025/478 dated 20/02/2026, Government is pleased to appoint Shri Navjyot Jaganath Aldonkar to the post of Medical Officer (Group 'A' Gazetted), in Inspectorate General of Prisons under Department of Home (General) by Transfer on Deputation in the Level 10 of the pay matrix as per 7<sup>th</sup> Pay Commission and as adopted by Government of Goa with immediate effect. His pay will be fixed in accordance with the Central Civil Service (Revised Pay) Rules, 2016 subject to fulfillment of all conditions.

The period of deputation shall be initially for a period of 03 years and shall be regulated as per the standard terms of deputation as contained in the O. M. No. 13/4/74-PER dated 20/11/2023 issued by the Department of Personnel and as amended from time to time.

The appointment is made against the vacancy occurred due to creation of the post of Medical Officer in Inspectorate General of Prisons vide Order No. 9/27/2015-HD(G)/3106 dated 21/10/2018.

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

*Manthan Manoj Naik*, Under Secretary (Home-I).

Porvorim.

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

No. 28/09/2026-LAB/247

Date : 01-Jun-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Rustic Retret (Rustic Farm), Thane, Valpoi, Sattari, Goa and their four workmen represented by Goa Trade and Commercial Workers Union in the matter of illegal refusal of employment w.e.f. 01/06/2020 and in respect of the matter specified in the Schedule hereto;

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

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

**SCHEDULE**

- (1) Whether the action of the management of M/s. Rustic Retret (Rustic Farm), Thane, Sattari, Goa, in refusing employment with effect from 01/06/2020 to four workmen namely Smt. Taramati Hari Savardekar, Shri Hari Savardekar, Smt. Sulavati Pundalik Gaonkar and Shri Radhika Krishna Paryekar, represented by the President, Goa Trade and Commercial Workers Union, is legal and justified;
- (2) If not, to what relief the above four work-persons are entitled?

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

*Manesh Hari Kedar*, Under Secretary (Labour).

Porvorim.

**Order**

No. 26/3/2024-LAB/248

Date : 02-Jun-2026

Read: Government Order No. 24/17/2022-LAB/LC/270 dated 25/04/2024.

Approval of the Government is hereby accorded to extend deputation of Smt. Vijayalaxmi R. Shivolkar, Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji-Goa for a further period of one year w.e.f. 04/06/2026 to 03/06/2027 on the same terms and conditions as stipulated in the order in the preamble.

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

*Sitaram Gurudas Sawal*, Under Secretary (Labour).

Porvorim.

**Notification**

No. 28/02/2026-LAB/Part-IV/225

Date : 08-May-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31/03/2026 in Ref. No. IT/17/1999 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

*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/17/1999

Shri Pradeep Malgaonkar,  
R/b Goa MRF Employees Union,  
Saidham, Dhavalimol,  
Ponda-Goa

... Workman/Party I

V/s

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

... Employer/Party II

Workman/Party I represented by Learned Advocate Shri P. Agrawal along with Adv. Shri A. Vaigankar.

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

**ORDER**

(On Preliminary Issues No. 1 and 2 and Additional Issue No. 4)

**(Delivered on this the 31<sup>st</sup> day of the month of March of the year, 2026)**

By Order dated 3<sup>rd</sup> February, 1999 bearing No. IRM/CON/P/(163)/1997/637, 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 MRF Limited, Usgao, Ponda-Goa, in terminating the services of their workman Shri Pradeep Malgaonkar, with effect from 20/03/1997, is legal and justified?"
- (2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/17/1999 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Party I filed his Claim Statement at Exhibit 3.

3. In the Claim Statement at Exhibit 3 the Party I has stated that he was issued charge-sheet pending enquiry dated 23/09/1996 alleging that on 16/09/1996, the Party I/Workman allegedly visited the house of Mr. Michael Menezes at about 11:15 a.m. and threatened his wife that he would cut Mr. Menezes to pieces and hand it over to her. Based on this allegation, the Workman was issued charge-sheet pending enquiry dated 23/09/1996. The allegation was totally false and concocted solely to victimize the said workman. No complaint/report was given to the Party I/Workman to enable a reasonable opportunity of replying to the same. The Party I/Workman stated that he tendered his explanation to the aforesaid charge-sheet by his letter dated 04/10/1996 wherein he had categorically denied the allegations leveled against him. The Management did not take any cognizance of the said explanation. Thereafter, the management fixed up the date of enquiry on 05/11/1996 by their letter dated 17/10/1996. The enquiry into aforesaid alleged charge of misconduct had commenced from 05/11/1996 and concluded on 08/02/1997.

4. The Party I/Workman states that he was refused permission to be assisted by a person of his choice. The Enquiry Officer did not explain the procedure of the enquiry to the Party I/Workman. The Management Representative produced copies of the documents he wished to rely upon. On 23/12/1996, the statement of two more witnesses were taken by the management and the Enquiry Officer thereafter, in unwarranted and undue abuse of his powers discharged the witnesses ruling that since the said workman had not cross-examined the witnesses and since the witnesses are outsiders, the Management was having difficulty in bringing the witnesses to the enquiry venue time and again. During the enquiry proceedings throughout, the Party I/Workman had co-operated fully and completely with the conduct of the enquiry

proceedings. The Company thereafter issued Show-cause Notice to the workman on 05/03/1997 along with the copy of the Findings of the Enquiry Officer. The Party I/Workman had asked for 15 days' time to tender his explanation to the said show-cause notice which was however denied by the Management and thereafter on 20/03/1997 the Party I/Workman was served the Order of Dismissal.

5. The Party I states that the charge-sheet issued to him was ex-facie illegal and untenable at law as the Enquiry Officer erred in coming to the conclusion of guilt only by relying on the evidence of the Management witness. That the Enquiry Officer had conducted the enquiry devoid of the principles of natural justice. That there was no evidence supporting the facts on which the charges were leveled against the Party I/Workman and that the alleged facts did not constitute any misconduct either major or at all under the Standing Orders. That the Findings of the Enquiry Officer were perverse and exhibited total non-application of mind was biased.

6. The Party I/Workman states that he was charged before the Judicial Magistrate First Class at Ponda on the basis of the allegation made in the Charge-sheet which is the subject matter of the present reference. The Learned Magistrate First Class at Ponda was pleased to acquit the Party I/Workman vide Judgment dated 31/07/97 in Criminal Case No 217/5/1996/II. It is submitted that the termination of the Party I/Workman has been resorted by the Company to victimize him for his legitimate trade union activities. Since the termination of the said workman was clearly illegal by letter dated 18/07/1997 the Party I/Union forwarded the Demand Letter on behalf of the Party I/Workman to the Company asking for re-instatement in service of the Workman from 23/02/1997 with full back wages and continuity of service.

7. As the Demand Letter was not replied by the Company, the Party I/Union by letter dated 21/07/1997 was constrained on behalf of the Party I/Workman to approach the Office of the Labour Commissioner to take the matter in conciliation. The conciliation proceedings ended in failure. The Government of Goa then by its Order dated 03/02/1999 referred the following dispute for adjudication to this Tribunal.

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

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

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

11. The Party I states that in the Written Statement of Party II in the reference No. IT/33/97 in the matter of Charter of Demands of the workmen, the Party II has pleaded that the meetings were held independently with the representatives of the Management and the Union on 20/3/1997 and joint meeting on 31/3/1997. It is therefore, submitted, that under the circumstances, the Party II has not complied with the mandatory provisions of Section 33 of the Industrial Dispute Act. The Party I further states that without waiting for the Conciliation Officer to record its failure and further, without waiting for the Appropriate Government to receive the report or to consider the same or make reference of the dispute to this Tribunal, the Party I dismissed the workman on 20/03/1997. The Government of Goa was pleased to refer the said dispute to this Industrial Tribunal for adjudication only on 05/06/1997 vide its Order No. ALC/PONDA/C.H.OF DEMANDS/MRF/2488. Under these circumstances, it is humbly submitted that the Party II was required to seek approval of its action for dismissal under Section 33 of the Industrial Disputes Act which it had failed to do, therefore its action of dismissal of the workman without seeking approval of the Conciliation Officer /Labour Commissioner is contrary to Section 33 of the Industrial Disputes Act, 1947, hence illegal and void.

12. The Party I states that the dismissal of the workman while conciliation proceeding of the general demands of the Union were pending before the Conciliation Officer is an unfair labour practice. It is further stated that the Dismissal Order was passed in haste and without waiting for the Conciliation Officer to forward the Report of Failure of conciliation of general demands to the Appropriate Government or waiting for the Government of Goa to receive the same or consider the same or make a reference of the dispute is an unfair labour practice. It is humbly stated that such action of the Management of acting in undue haste and without waiting for the Report of Failure to be sent to the Appropriate Government or to be received by the Appropriate Government or to be considered by it, is an unfair labour practice under Item 5 of the Fifth Schedule of the Industrial Disputes Act, 1947.

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

14. In its Written Statement filed at Exhibit 4, the Party II submitted that Mr. Pradeep Mulgaonkar was charge-sheeted vide Charge-sheet dated 23/09/1996 for alleged act of misconduct as referred to in the said charge-sheet. It is submitted that the Party I/Workman along with two other workmen from the Company went to the house of Mr. Michael Menezes, the Supervisor of the Company at Chandor and threatened his wife and family members and told them that they would kill Michael Menezes saying “Katrun Kudke karun hatin ditlo” these alleged acts committed by the Workman, if proved, amounts to gross misconducts under Item VII, XL, LII and LIII of Clause-21 of the Certified Standing Orders of the Company/Party II and the charges in the charge-sheet reads as under:

- Clause-21 Item No. VII* : *Use of impolite or insulting or abusive language assault or threat of assault, intimidation or coercion within the precincts of the Company against any supervisory staff, Workman or any other person authorized to work in the Company and any such act outside the premises of the Company if directly affects the discipline of the Company.*
- Clause-21 Item No. XL* : *Making false or malicious statement, public or otherwise against the company or any employee of the company.*
- Clause-21 Item LII* : *Any act subversive of discipline.*
- Clause-21 Item LIII* : *Instigation, incitement, abetment or furtherance of any of the above acts or omissions.*

15. The Party II submits that the enquiry was initially conducted by Mr. Claudio Fernandes and subsequently by Shri Suhaas Naik and Mr. Francis Menezes was appointed as Management Representative. The Party II submits that the workman was represented by Catholine Fernandes, an office bearer of the Union at the enquiry. The Enquiry Officer after considering the evidence on record, submitted his Findings dated 12/02/1997 holding the Party I/Workman guilty of the charges. The Party II submits that the Findings of the Enquiry Officer are based on the evidence on record and that the enquiry had been conducted in accordance with principles of natural justice.

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

17. The Party II submits that the enquiry was fair and proper and was conducted in accordance with the principles of natural justice. The Party I was given every opportunity to defend himself and only after appreciating the evidence on record, the Enquiry Officer gave a reasoned finding on the basis of which any prudent person would come to the conclusion that the Party I was guilty of the charges leveled against him. The Party II submits that the termination by way of punishment of Party I is pursuant to a charge-sheet and

properly conducted enquiry by an impartial Enquiry Officer who has considered all the evidence on record and has submitted a reasoned findings and that the termination by way of punishment of Party I/Workman is legal and justified.

18. Party II denied that there has been large scale harassment and victimization of the Union office bearers and its other members due to their legitimate trade union activities, as alleged. It is denied that there are any illegal changes in the service conditions or unjustified or unwarranted termination or charge-sheets are issued to the workmen on false and fabricated charges or that there is refusal to negotiate in good faith, as alleged. It is denied that there is commission of unfair labour practice. It is specifically denied that Mr. Pradeep Mulgaonkar was an active member of the Union.

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

20. In the Rejoinder filed by the Party I/Union at Exhibit 5, the Party I denied the defence taken by the Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

21. On completion of the pleadings, the following Issues dated 27/07/1999 were framed at Exhibit 6 by this Tribunal which reads as under:

#### ISSUES

1. *Whether the Party I proves that the domestic enquiry held against him is not fair and proper?*
2. *Whether the charges of misconduct leveled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?*
3. *Whether the Party I proves that termination of his service by the Party II is by way of victimization and unfair labour practice?*
4. *Whether the Party I proves that the action of the Party II in terminating his service w.e.f. 20.03.97 is illegal and unjustified?*
5. *Whether the Party I is entitled to any relief?*
6. *What Award?*

**Additional Issue:** (Framed at Exh. 26 dated 06/03/2009)

1. Whether the Party I proves that dismissal order was passed in contravention of Section 33 of the Industrial Disputes Act?

(The above Issue is discarded as per Order dated 18/07/2018 at Exh. 32 and an Additional Issue No. 4A is framed).

**Additional Issue 4A:**

“Whether the Party II has followed the mandatory provisions of Section 33(2)(a)(b) of the Industrial Disputes Act before dismissing the Workman from service?”

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

- |                         |   |                    |
|-------------------------|---|--------------------|
| Issue No. 1             | : | In the Affirmative |
| Issue No. 2             | : | In the negative    |
| Additional Issue No. 4A | : | In the Negative    |

## REASONS

23. *Issue No. 1 & 2:* It is in the evidence of the Party I/Workman that he was issued charge-sheet dated 23/09/1996. The Party I was posted in the Curing Department but was working in Leave Reserve Department. The Party I was suspended from services vide letter dated 19/09/1996. In the said enquiry, the Company initially appointed Shri Claudio Fernandes as an Enquiry Officer and thereafter he was replaced by Mr. Suhaas Naik, who completed the enquiry in respect of the charge-sheet issued to the Party I which inquiry was common against the Party I and two other workmen namely Shri Luis Carvalho and Shri Francis Carvalho. The Management was represented by Mr. Francis Menezes. Pending enquiry, the Party I was placed under suspension. The Party I/Workman was represented by his co-worker Catholine Fernandes.

24. He further deposed that the Management in the said inquiry examined three witnesses namely Michael Menezes, one Mrs. Rita Menezes and another witness by name Salena Menezes. However, the Enquiry Officer did not consider his request for time to cross-examine all these witnesses. As such, according to him the Enquiry Officer did not conduct a fair and proper inquiry thereby violating principle of natural justice. He further stated that he was not paid subsistence allowance as per the Certified Standing Orders. In support of his above contention, he produced on record the Pay Slips and the Payment Advice to show that the amount of subsistence allowance paid to him was less than 50% during his first 90 days of suspension period and thereafter less than 75% of his wages.

25. From the Management side the Party II examined their Officer Shri Francis Gonsalves from the HR-Department. He stated that the Party I was issued with the charge-sheet dated 23/09/1996 signed by the Plant Industrial Engineering Manager, Mr. S. B Naik. The Workman was placed under suspension vide Order dated 19/09/1996 and was paid subsistence allowance as per the Certified Standing Orders. He placed on record the Chart showing the payment of subsistence allowance for the period from 19/09/1996 to 19/03/1997 along with the Payment Slips and the Xerox copy of the extract of the Certified Standing Orders of the Party II containing the relevant provisions regarding the payment of subsistence allowance. He further deposed that the inquiry was conducted against the Party I in respect of the charges leveled in the charge-sheet, initially by the inquiry Officer, Shri Claudio Fernandes and the same was continued by the Enquiry Officer, Shri Suhaas Naik. On closure of the inquiry, the Enquiry Officer gave his Findings dated 12/02/1997 holding the Party I guilty of the charges referred to in the charge-sheet and submitted his Findings to the Management. The Management during the pendency of the enquiry, paid subsistence allowance to Party I in terms of provisions of the Certified Standing Orders. In his cross-examination, the Management witness Shri Francis Gonsalves denied that no fair and proper enquiry was conducted or that the findings given by the Enquiry Officer are perverse.

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

27. To support the testimony, the Party I/Workman examined Shri Rohidas Naik who deposed and stated that he is the President of Goa MRF Employees' Union and is the one who has raised the present dispute on behalf of the Workman, Shri Pradeep Mulgaonkar. He further stated that the workman concerned in the present dispute is also a workman concerned/covered in the dispute/demand which were pending before the Labour Commissioner as on 30/08/1996.

28. It is the contention of the Party I/Workman that the principles of natural justice were blatantly disregarded by the Enquiry Officer while discriminatorily closing the ex-facie illegal and the obvious farcical enquiry as the said Company ensured that the said Workman would not be able to refute or rather could not be able to refute the allegations of misconduct levelled against him. However, by resorting to such under-handed tactics, the said Company and the so-called Enquiry Officer appointed by it have committed the stark contravention of natural justice as is exactly observed by the Hon'ble Delhi High Court as recently as on **16/12/2024 in Hotel Corporation of India Limited V/s Sudesh Kumar Julka**. The relevant Paras of the same are reproduced as under:

*39... 9.1 After examination of the entire record, the Tribunal came to the conclusion that neither copies of the documents forming basis of the Charge-sheet were supplied to the respondent workman*

nor inspection thereof was granted to him; that neither the report of the audit team was supplied to the respondent workman nor members of the raiding team were examined during the Enquiry; and that it is only through the members of the raiding team that the respondent workman could have demonstrated that the conclusions arrived at by the audit team were based on wrong facts. The Learned Tribunal also observed from record that the petitioner management filed documents before the Enquiry Officer in piecemeal across repeated adjournments, in the sense that the respondent workman was called upon to admit or deny the charges and thereafter the petitioner management filed some documents and exhibited the same, after which the petitioner management sought adjournment to file more documents.

Further, according to record, the Enquiry Officer directed the Management to produce Sh. Vijay Dhingra and Sh. Vikas Gambhir, members of the audit raiding team as witnesses, but on the next date Sh. S.C. Bhalla was examined as a witness and he proved his report Ex. MW2/1, but a copy thereof was not supplied to the respondent workman. The said Sh. S.C. Bhalla admitted that the document Ex.MW1/5 bore certain cuttings but denied that the same were done subsequent to signatures of the respondent workman and explained that on this aspect he had verified from Sh. Vikas Gambhir and Sh. Vijay Dhingra, who were not produced before the Enquiry Officer to explain those cuttings.

9.2 On the basis of the said infirmities, the Tribunal held that the Enquiry stood vitiated and further observed in the impugned order dated 20.12.2003 that since the petitioner management had not taken any plea either in the approval application or in the rejoinder that in case the Enquiry is vitiated, it be given a chance to lead evidence on merits to prove the charges, the only issue to be examined was as to whether the Management was entitled to the approval sought for, for which the matter was posted for 04.02.2004..

39. 10.1 There is no denial qua the findings that neither the list of witnesses sought to be examined by the petitioner management nor even the report of the audit raiding party was supplied to the respondent workman. Both were the fundamental documents, and non-supply of copies thereof to the respondent workman was certainly a serious abrogation of jus naturale.

10.2 Of course, the strict rules of evidence would not operate in the domestic Enquiry. But that does not mean that a document, that too a vital one would be allowed to be got proved through a third person, who had no personal knowledge of the events recorded in that document.

Admittedly, there were cuttings on the audit raid report Ex.MW1/5, regarding which the explanation could be rendered only by the members of the audit team, namely Sh. Vikas Gambhir and Sh. Vijay Dhingra, but neither of them were examined in the Enquiry. Claim of the witness Sh. S.C. Bhalla that he had enquired from Sh. Vikas Gambhir and Sh. Vijay Dhingra about those cuttings cannot be a reliable piece of evidence. Rather, it shows that despite being available, those witnesses were kept away from the witness box. Had Sh. Vikas Gambhir and/or Sh. Vijay Dhingra stepped into the witness box, the respondent workman would have been able to better establish his innocence. Thereby, the respondent workman was clearly deprived of a fair opportunity to defend himself against the Charge-sheet.

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

39;... 10.5 Then comes the question as to whether failure on the part of the respondent workman to plead victimization at the hands of the petitioner management would be fatal to his case challenging the validity of the domestic Enquiry. In my considered view, that cannot be so. Fair and reasonable opportunity to defend himself being a fundamental right of the every individual facing Enquiry or trial, the prosecuting as well as the adjudicating authority are under a duty to ensure strict adherence to jus naturale whether it be a case of victimization or otherwise...”

29. The Party I/Workman has also brought on record the facts regarding the said Workman was also charged before the Hon'ble JMFC at Ponda on the basis of the allegations made in the said Charge-sheet which is the subject matter of the present reference. It is pertinent to note that the Hon'ble Judicial Magistrate First Class, Margao, vide its Judgment and Order dated 31/07/1997 in Criminal Case No. 217/5/1996/II acquitted the said Workman. There was a delay in filing FIR which shows that the management was not due diligent in filing the FIR at first instance considering the charges leveled against the workman and thus probative value of the entire evidence of PW1 and 3 is lost.

30. The Party I/Workman was acquitted after full-fledged trial by the Hon'ble Judicial Magistrate First Class, Margao. There was no evidence on record whatsoever to substantiate the charges leveled against the said Workman, especially when the said Workman was acquitted by the Hon'ble JMFC, Margao. No cross-examination of the Management Representative's Witness was allowed to be conducted during the enquiry and no opportunity was granted to the said Workman to defend his case in the enquiry. The punishment of termination was predetermined by the Management of the said Company and the so-called enquiry was only a facade. Admittedly, no list of witnesses was provided to the said Workman and the said fact is already admitted by Mr. Claudio Fernandes in his cross-examination, as stated above. The Enquiry Officer, still without granting a fair opportunity to the said Workman, depicted clear motive of the said Company to somehow terminate him and the non-application of mind and the biasness on the part of the Enquiry Officer, coming to a conclusion that the alleged charges were proved.

31. As such, the Party I/Workman contended that his was an illegal termination clearly constituting acts of unfair labour practices under the relevant provisions of Items 4(a), 4(E), 5(a), 5(b), 5(d), 5(f), 5(g) and 13 and 14 of Schedule V of the Industrial Dispute Act, 1947. The alleged acts by which the charges levelled against the said Workman were not employment misconducts in any case, especially when the said Workman was acquitted.

32. Shri Claudio Fernandes, the Enquiry Officer, when examined stated that he conducted the inquiry into the charge-sheet issued to the Party I/Workman and stated that it was a joint inquiry conducted by him against the Party I/Workman and 2 other workmen viz; Luis Carvalho and Francis Carvalho. According to him, he gave sufficient opportunity to the Party I/Workman to participate in the inquiry and gave his finding based on what transpired during the course of the inquiry. In the cross-examination, the Enquiry Officer admitted that the name of the person who had reported against the Party I/Workman about the incident of 16/09/1996 is not mentioned.

33. The Enquiry Officer admitted that on 11/11/1996 the Management Representative gave his statement and produced several documents, however, denied that Party I/Workman was not given opportunity to cross-examine the Management Representative. He further stated that he had not explained the charges to the Party I/Workman at the commencement of the inquiry but had done so during the course of the inquiry. He admitted that on 11/11/1996, the Party I had requested that the Party II should furnish to him the list of witnesses. However, the said request was disallowed by him by giving reasons. He further admitted that prior to examining the next management witness the name of the witness was not informed to the Party I. He further admitted that on 22/11/1996 the Party I had made a request in writing for shift timing change of his co-worker from night shift to first shift, as his co-worker was finding it difficult to attend the inquiry, however, the Enquiry Officer rejected his request giving reasons.

34. He further admitted that on 16/12/1996 the Management examined another witness whose name was also not furnished to the Party I in advance. Thus, it is the contention of the workman that he was denied fair opportunity to defend himself in the inquiry. Further, it is the contention of the Party I/Workman that, by not providing the list of the witnesses in advance before examining those witnesses, the Workman could not defend himself properly by cross-examining the witnesses as the Workman till the time the witnesses were examined was unaware of the witnesses who will be examined to prove the allegations in the charge-sheet. It is also pertinent to note that the Workman was also not provided with the copies of the complaint nor was provided with the copies of the report pertaining to the said complaint. So he was not able to know the name of the Complainant, nor the name of the person who had reported the matter to the Superiors of the Company so as to prepare himself for cross-examination of those witnesses examined by the management on the spot.

35. In view of the facts above, one cannot clearly brush aside the grievance made by the Workman to say that the Enquiry Officer has clearly violated the principles of natural justice, thereby rendering the

entire enquiry and the purported findings resulting therefrom as ex-facie illegal, invalid and unjust to the said Workman. Hence the Issue No. 1 is answered in the affirmative and Issue No. 2 stands answered in the negative.

36. *Additional Issue No. 4A:* The burden to prove this issue lies on the Management. It is the contention of the Management that they have raised a preliminary objection, that Shri. Rohidas Naik who has verified the Amendment Application dated 31.03.2008 and 13.06.2008 is not the President of the Goa MRF Employees Union nor the member of the said Union and therefore is not competent to verify the Amendment Applications in the present matter. According to the Management, the President of Goa MRF Employees Union is Shri. Savio Furtado, who along with the Executive Committee of the said Union had negotiated and signed several wages settlements on behalf of the members of the Union and the Party II and the workforce are bound with such settlements signed under Section 12(3) of the Industrial Disputes Act, 1947.

37. The Party II submitted that the contention of the Party I is materially incorrect in the sense that no conciliation proceedings were pending at the time when the services of the Party I were terminated from the services. On 20.03.1997, pursuant to a properly conducted enquiry in which the concerned workman was held guilty of the charges leveled against him. That the Goa MRF Employees Union raised Charter of Demands (COD) dated 15.02.1996 before the Asst. Labour Commissioner at Ponda. The Assistant Labour Commissioner called upon both the Parties for a joint discussion to resolve the dispute of the Charter of Demands.

38. The Party II submitted that the discussions were held on 14/10/1996, 24/10/1996 and 28/10/1996 between the Goa MRF Employees Union and the Management. As the joint discussion did not culminate into a settlement, the Asst. Labour Commissioner closed the discussion on 28/10/1996. The Asst. Labour Commissioner submitted his Report of Failure of discussions dated 29/10/1996 to the Office of Labour Commissioner, Panaji. Thereafter the Office of Labour Commissioner called upon both the Parties for further discussions to look into the possibility of an amicable settlement on the Charter of Demands. Joint meetings were called by the Office of Labour Commissioner to discuss on the Charter of Demands, but no discussions, nor any meetings were held. The Charter of Demands of the Goa MRF Employees Union was never admitted in conciliation but was only at the discussion level at the Office of Asst. Labour Commissioner as well as at the Labour Commissioner, wherein, the Authorities were looking at the possibility of resolving the Charter of Demands amicably. At the time of termination of Party I on 20.03.1997, no conciliation proceedings were pending before the Authorities and hence the question of seeking approval under Section 33 of the Industrial Disputes Act, 1947 does not arise and consequently, the action of the Party II cannot be said to be contrary to Section 33 of the Industrial Disputes Act. Therefore, the action of dismissing the Party I from the services of the Party II is legal and justified and the same was affected within the provisions of law.

39. In support of their above contention, reliance is placed in the case of **East Asiatic and Allied v/s Shelke (B.L.) reported in 1961** ILLJ 162 Bom., wherein it was held that “...*In our opinion, steps taken by a conciliation officer for satisfying himself whether an industrial dispute which has been brought to his notice should be admitted in conciliation or not, cannot be properly regarded as a part of the conciliation proceedings. They are, what they purport to be on their face, only preliminary inquiries and merely because such inquiries are held, the hands of the conciliation officer cannot be said to be bound in any way. ....When a conciliation officer does that, it cannot be said that he is doing anything more than something which is preliminary to the undertaking of conciliation. We are, therefore, not prepared to accept the contention put forward by Mr. Neemuchwalla that both these meetings were a part of the conciliation proceedings.*”

....*But, merely because Mr. Shelke made this proposal, it would not be right to say that he had actually entered upon conciliation proceedings.*”

40. In the case of **Association of Engineering Workers v/s Iron And Metal Traders Pvt. Ltd. & Ors. reported in (1996) 1 CLR 95 Bom.**, it was observed “... *The application again is for conciliation. It is not as if that whenever an application is made for conciliation, an officer concerned has to either entertain the conciliation and on the same succeeding or on failure submit a failure report.*”

41. In the case of **Pratap Chandra Mohanty v/s Union of India (UOD) And Anr. (1971) 1| LLJ 196 Ori.**, it was observed “*Section 12(1) of the Industrial Disputes Act provides:-Where any industrial dispute exists or is apprehended, the Conciliation Officer may, or where the dispute relates to a public utility service and a notice under Section 22 has been given, shall hold conciliation proceedings in the prescribed manner.*”

*The statute thus makes a clear distinction between disputes relating to public utility service and otherwise, and in the case of disputes relating to public utility service, conciliation is mandatory whereas in regard to other industrial disputes, discretion is vested in the Conciliation Officer to hold conciliation proceedings or not. The use of the words ‘may’ in one case and ‘shall’ in the other, is clearly indicative of such a position. We find support for this view in the case of East Asiatic and Allied Companies, Bombay v. Shelke 1961--I L.L.J.”*

*It would thus follow that in the instant case which is not an industrial dispute relating to a public utility service, the Conciliation Officer had a discretion vested in him under the statute either to hold conciliation proceedings or not. The Conciliation Officer explored the possibility of a settlement by asking the Parties for joint deliberations. These were preliminary to the actual conciliation proceeding.*

42. As has been held by the **Madras High Court in the case of Workmen of V.M. Bus Service v. Labour Officer, Madras and Anr: 1970-IIL.LJ.95** wherein “*The statute confers a discretion on the Conciliation Officer to decide whether he should hold conciliation proceedings or not. However, Sub-section (4) of that Section (Section 12) is relied upon on behalf of the petitioner-union to urge that the Conciliation Officer has got to send a report to the Government setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof, together with a full statement of such facts and circumstances and the reasons on account of which, in his opinion, a settlement could not be arrived at and therefore there is an obligation cast on him to hold conciliation proceedings. This subsection will apply only where the conciliation proceedings are held and no such settlement is arrived at. It cannot apply where the conciliation proceedings have not been held. To such a case, only sub-section (1) of Section 12 applies. As that sub-section confers a discretion on the Conciliation Officer to decide whether he shall hold conciliation proceedings or not, there is no room for the issue of a writ of mandamus in this case.”*

43. In the case of **Suresh Vithoo Nare v/s The Dharamsi Morarji Chemicals reported in 1991 Lab.I.C 1932 Bom.**, it was observed that “*.....It is also important to note that under Rule 11 of the Industrial Disputes (Bombay) Rules, 1957 where the conciliation officer receives any information about the existing or apprehended industrial dispute which relates to a public utility service but no notice of strike or lock-out is given under Rule 76 or Rule 77 or where the industrial dispute does not relate to a public utility service, and he considers it necessary to intervene in the dispute he shall give formal intimation in writing to the parties concerned declaring his intention to commence conciliation proceedings with effect from such date as may be specified therein. This Rule, therefore, shows that if a conciliation officer considers it necessary to intervene he has the powers to give formal intimation in writing to the parties showing his intention to commence the conciliation proceedings which means that before commencing conciliation proceedings he has the power to issue notice to the concerned parties. This also goes to show that a mere issue of the notice does not amount to enter into conciliation proceedings.”*

44. It was observed by the **Division Bench of this Court in East Asiatic and Allied Companies v/s Shelke (B.L.) (1961) 1 LLJ 162** that “*It is the duty of the conciliation officer to satisfy himself before undertaking conciliation proceedings as to whether the grievance which the union has put forward is genuine or not. Since the law confers a discretion upon the conciliation officer whether he should enter upon conciliation or not, it is only right and proper that he should satisfy himself by all means available to him about the propriety of undertaking conciliation. If for satisfying himself in this respect, he holds preliminary discussions with the representatives of the parties and even conveys proposals made by one of the parties to the other, it could not be said that he has commenced conciliation proceedings. He could do so to satisfy himself as to whether there is any genuine dispute and whether it is a matter in which he should undertake conciliation.”*

45. In support of their above amended pleadings, the Party I/Workman examined Shri Rohidas Naik, their witness No.2. He produced on record Exh. 36, the letter dated 10/09/1996 addressed to the Sr. General Manager by Asst. Labour Commissioner. By this letter, the Asst. Labour Commissioner requested the Party

II to offer their comments on the Charter of Demands raised by the Party I/Workmen. In response, the Plant Human Resource Manager, Shri George Nainan vide letter dated 19/09/1996 at Exh.37, requested for 3 weeks' time to give their comments. The Office of the Asst. Labour Commissioner vide letter dated 07/10/1996 (Exh.38) intimated to both the Parties that he shall hold discussions and if necessary conciliation proceedings u/s 12(3) of the Industrial Disputes Act, 1947 in respect of the dispute raised by the Party I and the date of hearing was fixed on 14/10/1996 at 11.00 a.m. Exhibit 39 is the Request Letter seeking time to file their comments by the Party II. Exhibit 40 is the Proceeding Sheet write-ups of the business of the day before the Conciliation Officer whereby the Party I objected for the Management's request of seeking more time to give their comments on the Charter of Demands raised by the Union.

46. The Assistant Labour Commissioner considering the request of the Party II, thereafter, placed the matter for discussions/conciliation on 14/10/1996. On the said day, the proceeding before the Conciliation Authority reads "*copy of the letter dated 10/10/1996 received from the management is handed over to the union the Union stated that he is unjustified to give more time to the management and denied the contention of the management that they want to study the Charter of Demands as the Charter of Demands has been submitted by the Union in the month of February, 1996. And the management however had taken several meetings with the Union on Charter of Demands and there is no outcome of the said meeting and therefore Union approached the machinery for intervention and reiterated their stand*".

47. Accordingly, the Minutes of Meeting were drawn detailing the business of the day and before concluding the Minutes, the Conciliation Officer held that both the Parties have stuck up to their own stand, as such suggested that they should both think about their stand taken by them so as to have amicable solutions and postponed the discussions on 24/10/1996 at 11.00 a.m.

48. Pursuant to the joint discussions held thereafter on 24/10/1996 at 11.00 am the Assistant Labour Commissioner vide its letter dated 17/10/1996 at Exhibit 41 forwarded to the Commissioner, Labour the Report of Failure of discussion of the Charter of Demands between both the Parties along with original File for its perusal and further necessary action. The Office of the Commissioner, Labour vide their letter dated 15/11/1996 at Exhibit 45 called upon the Party I/Union for discussion with reference to the report submitted to him by the Asst. Labour Commissioner and the said discussion was scheduled on 21/11/1996 at 11.00 am.

49. The Office of the Labour Commissioner vide their letter dated 14/01/1997 (Exh.46) informed the Party I/Union that the Hon'ble Minister for Labour wants to explore the possibility of an amicable settlement on the whole dispute. The Office of the Labour Commissioner vide letter dated 11/02/1997 (Exh.47) called upon both the Parties for joint discussion on 17/02/1997 at 3.00 p.m. in the Office of the Labour Commissioner. There is no further correspondence nor is there any report or write-up produced before this Tribunal about the joint discussion that was proposed to be held on 17/02/1997 in the Office of the Labour Commissioner.

50. The submission of the Failure Report to the Labour Commissioner by the Conciliation Officer is an internal departmental affair. Even after submission of the Failure Report, the Office of the Commissioner thought it appropriate to call upon the Parties for further joint discussion. The matter did not stop at this stage but there was an intervention by the Hon'ble Minister for Labour who too probably felt it appropriate to have a joint discussion with both the Parties. However, thereafter there is absolutely nothing on record as to what happened to the said joint discussion, whether it continued or whether the discussion did not happen at all, that is the question which remained unanswered throughout.

51. In the event, assuming that the joint discussion had failed, it was obligatory on the part of the Conciliation Officer to submit the Failure Report to the Government but it was not done till such time the Party I filed Writ in the Hon'ble High Court pursuant to which the Additional Government Advocate produced on record the reference dated 09/06/1997 whereby Mrs. Couthino, Additional Government Advocate produced the copy of the Order No, ALC/PONDA/CH of Demand/MRF dated 05/06/1997 making reference under Section 10 of the Industrial Disputes Act, 1947 passed by the Commissioner of Labour, Ex. Officio Secretary Labour (Government of Goa) pursuant to which the Writ Petition was disposed by the Hon'ble High Court. Thus, it is quite obvious from the records that the Conciliation Officer did not send the Failure Report in view of the date being fixed for further discussions even after the Failure Report was sent by the Assistant Labour Commissioner to his Superior i.e. the Office of the Labour

Commissioner and further from the Office of the Labour Commissioner the joint discussions were proposed to be held with the intervention of the Hon'ble Minister for Labour.

52. In rebuttal to the above evidence produced on record by the Party I showcasing the alleged termination of the Workman in the present reference pending discussion/conciliation and in violation of the provisions 33(2) of the Act, the Party I has relied upon letter dated 06/09/2007 (Exh. 53 Colly) thereby placing on record the Outward Register of the Office of the Labour Commissioner to show that the Office of the Labour Commissioner had forwarded the Failure Report to the Government prior to the termination of the Workman under the present reference pending discussions/conciliation in the Charter of Demands raised by the Union to which the Workman in the present reference was also a Party.

53. On perusal of the said Outward Register, it says that the File ALC/Ponda/Demand/MRF was forwarded to addressee Labour Minister. Be that as it may, interestingly, the Office of the Labour Commissioner vide their letter dated 14/01/1997 (Exh.46) informed the Party I/Union that the Hon'ble Minister for Labour wants to explore the possibility of an amicable settlement on the whole dispute, therefore, an unsuccessful attempt has been made to show that the Failure Report was sent to the Government vide this Outward number by the Office of the Labour Commissioner which is devoid of any substance for the simple reason that the letter at Exhibit 46 confirms that the Hon'ble Minister wanted to have joint discussion with both the Parties and accordingly the Minutes of the Failure Report were forwarded to him for further discussion/settlement between the Parties, hence by no stretch of imagination it can be construed that the File containing the Minutes of the Failure sent to the Labour Minister is the Failure Report being sent to the Government of Goa u/s 12(3) of the Industrial Disputes Act, 1947.

54. Presuming without admitting that this Report was sent to the Government which infact is not, as the same was addressed to the Labour Minister but still assuming for a moment that this is the Failure Report even then the Party II cannot escape the brunt of they having violated the requirements of Section 33 of the Industrial Disputes Act, 1947 as the Outward Register seems to be sent on 04/06/1997 whereas the Workman in the present reference has been terminated on 23/03/1997 i.e. much prior to the date that is mentioned in the Outward Register. Therefore the ration laid down in the case of **Jaipur Zila Sahadari Bhoomi Vikas Bank Ltd. V/s Ram Gopal Sharma and Others (2002) 2 SCC 244** certainly benefits the Workman. The Party I/Workman since has been able to establish that his termination was illegal as the same was done pending the Charter of Demands which Charter of Demands he too was a concerned workman therefore the Party II ought to have refrained from taking any action pending such conciliation in view of Section 33(2) (b). Section 33 of the Industrial Disputes Act, 1947, therefore the question of violation of Section 33(1) of the Industrial Disputes Act, 1947 requires to be considered in the light of the relevant statutory provisions. Section 33 of the Industrial Disputes Act, 1947 sub-section (1) reads as under:

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

*(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute”.*

55. The Ld. Adv. Shri G. K. Sardesai appearing for the Party II in support of their defence on the issue of alleged violation of Section 33 placed reliance in the case of **East Asiatic & Allied V/s Shelke (B.L.) (1961 ILLJ 162 Bom, Association of Engineering Workers v/s Iron & Metal Traders Pvt. Ltd. & Ors. (1996) I CLR 95 Bom, Pratap Chandra Mohanty v/s Union of India and Anr. 1971 II LLJ 196 Ori and Suresh Vithoo Nare v/s Dharamsi Morarji Chemicals 1991 Lab. I.C. 1932 Bom(Supra).**

56. The Party I submitted that all the citations relied upon by the Party II since prior to the Judgment in the case of **Lokmat Newspaper Pvt. Ltd. v/s Shankar Prasad (1999) 6 SCC**, *they cannot be looked into as the issue as regards the violations of provisions of Section 33(2)(b) has been settled in the case of Lokmat (Supra) same being later in time than the one which has been relied upon by the Party II. In this case the respondent raised an industrial dispute by filing a complaint under Section 28 of the Maharashtra*

*Act alleging that the impugned termination order amounted to 'unfair labour practice. Before the impugned termination order was passed by the management, it had already served a notice under Section 9-A of the I.D. Act to the respondent's union to the effect that it proposed to introduce a change in the conditions of service of the respondent and other members of the union on the ground that it was proposing to rationalize the printing work at the appellant's concern at Nagpur by setting up photo-type machine for carrying out the work of composing, resulting in substantial reduction in the work of composing by hand. It may be stated that the respondent was employed as a foreman in the hand-composing department of the appellant at the relevant time. The Respondent's union objected to the said notice of change and approached the Conciliation Officer under Section 12(1) of the I.D. Act which reads as 12. Duties of Conciliation Officers.- (1) Where an industrial dispute exists or is apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under Section 22 has been given shall, hold conciliation proceedings in the prescribed manner. The Conciliation Officer took the dispute in conciliation within his discretion even though as appellant's concern was not a public utility service it was not mandatory for the Conciliation Officer to start conciliation proceedings. As the report of the Conciliation Officer submitted to the State Government shows, he invited the management and the respondent's union for preliminary discussions on 14/4/1982 in his office and thereafter the matter was adjourned during conciliation from time to time.*

*It can, therefore, be said that by 14th April, 1982 the matter was taken up for investigation and thus the conciliation proceedings had commenced. It is also well established on the record of the case that the parties could not come to any settlement with the result that on 22nd June, 1982 the investigation was closed by the Conciliation Officer at 4.35 p.m. at Nagpur. Immediately, thereafter, the appellant passed the impugned order of termination against the respondent and others on the very same day i.e. on 22/6/1982 at 5.00 p.m. The said order was placed on the notice board of the appellant's office at Nagpur on the evening of that day. It is not in dispute between the Parties that thereafter the Conciliation Officer submitted his report to the Government which reached the State Government on 13/8/1982.*

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

*Under these circumstances, a moot question arises whether the impugned retrenchment order was passed on 22/06/1982 during the pendency of conciliation proceedings. It cannot be disputed that the Impugned Order was directly connected with the matter in dispute before the Conciliation Officer wherein the question of legality of notice under Section 9-A of the Industrial Disputes Act was under consideration for the purpose of arriving at any settlement between the parties in this connection. The Impugned Order had definitely altered to the prejudice of the respondent his conditions of service. It was not a case of retrenchment simpliciter but was a consequential retrenchment on the introduction of the scheme of rationalization as contemplated by Section 9-A read with Schedule IV Item No.1 of the Industrial Disputes Act, that the question of violation of Section 33(1) of the Industrial Disputes Act has a direct nexus with the further question whether on 22/06/1982 when the impugned termination order was passed, conciliation proceedings were pending before the authority or not.*

*In order to answer these questions, it is necessary to note sub-section (4) of Section 12 of the Industrial Disputes Act which reads as under "(4) If no such settlement is arrived at, the conciliation officer shall, as soon as practicable after the close of the investigation, send to the appropriate Government a full report setting forth the steps taken by him for ascertaining the facts and circumstances*

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

The aforesaid statutory requirements leave no room for doubt that after closing the investigation and after having arrived at the conclusion that no settlement is possible between the parties, the Conciliation Officer has to spend some more time before submitting his detailed written report about failure of consideration for information and necessary action by the State Government. In the very nature of things, therefore, such requirement will take at least a couple of days, if not more, for the conciliator after closing the investigation to enable him to send an appropriate report to the State Government.

It is, therefore, obvious that on 22/06/1982 when by 4.35 p.m. the Conciliation Officer declared that settlement was not possible between the Parties and he closed the investigation, neither his statutory function did not come to an end nor did he become *functus officio*. His jurisdiction had to continue till he submitted his report as per Section 12(4) to the Appropriate Government. Even such preparation of the report and sending of the same from his end to the Appropriate Government would obviously have taken at least a few days after 22/06/1982. It must, therefore, be held that the conciliator remained in charge of the conciliation proceedings at least for a couple of days after 22/06/1982.

It is, therefore, difficult to appreciate how within half an hour after the closing of investigation by the conciliator and before his getting even a breathing time to prepare his detailed written report about failure of conciliation to be sent to the Government as per Section 12(4), the appellant could persuade itself to presume that conciliation proceedings had ended and, therefore, it was not required to follow the procedure of Section 33(1) and straightaway could pass the impugned order of retrenchment within 25 minutes of the closing of the investigation by the conciliator on the very same day. It is difficult to appreciate the reasoning of the Labour Court that after the closer of investigation the conciliator became *functus officio* and the management could not have approached him for express written permission to pass the impugned order.

It is easy to visualize that even on the same day i.e. on 22/06/1982 or even on the next day, before the conciliator had time even to start writing his report, such an express permission could have been asked for by the appellant as the conciliator by then could not be said to have washed his hand off the conciliation proceedings. He remained very much seized of these proceedings till at least the time the report left his end apart from the further question whether conciliation proceedings could be said to have continued till the report reached the State Government.

Thus, on the express language of Section 12(4) the conclusion is inevitable that closer of investigation by 4.35 p.m. on 22/6/1982 did not amount to termination of conciliation proceedings by that very time. The argument of learned counsel for the appellant was that closer of investigation automatically amounted to termination of conciliation proceedings. This argument proceeds on a wrong premise that closer of investigation by the conciliator is the same as closer of conciliation proceedings. The legislature while enacting Section 12(4) has deliberately not used the words 'closer of conciliation' but, on the contrary, provided that after closer of investigation something more was required to be done by the conciliator as laid down under Section 12(4) before he can be said to have done away with conciliation proceedings earlier initiated by him. On this conclusion alone the decision rendered by the Division Bench of the High Court that the impugned order of termination dated 22/06/1982 was issued by the appellant without following the procedure of Section 33(1) of the Industrial Disputes Act has to be sustained.'

57. The ratio and the provisions of law involved in the case of Lokmat (Supra) are factually supporting the present reference, therefore directly applies to the case in hand, giving no room to this Tribunal to deviate from the ratio laid down in the citation above.

58. Thus, the Management/Party II did not succeed in bringing the present reference within the ambit of Section 33 (2) (b) to show that there was no such violation and that the termination was done post

sending of the Failure Report by the Conciliation Officer to the Government. Therefore, it is hard to believe the submissions of the Party II that the Assistant Labour Commissioner only sought to have joint discussions. The above arguments are unsustainable owing to the fact that the correspondence placed on record pertaining to the conciliation proceedings between the Union and the Management and vice versa, the Union and the Conciliation Authority and vice versa, and the Minutes of the Meetings/Proceeding Sheets held during the conciliation clearly supports the case of the Party I. Further the notices issued and the letters issued from the Office of the Assistant Labour Commissioner clearly indicates that they have been issued with reference to the conciliation in the matter of Charter of Demands raised by the Union against the MRF Management. As such, this Tribunal is unable to accept the contention of Party II/Management that they have complied with the provision of Section 33 (2)(b) before terminating the services of the workman.

59. That, except a vague document i.e. a page of an Outward Register showing Failure Report being sent to the Hon'ble Minister of Labour from the Office of the Labour Commissioner, there is nothing placed on record to show that the Conciliation Authority forwarded to the Government of Goa the Failure Report prior to the date of termination of the services of the Party I/Workman. Be that as it may be, even the above vague document cannot come to the rescue of the Party II considering the date as the same has been sent on after the date of termination of the service of the Party I/Workman. The fact that the reference has been sent to this Tribunal only after the workman approached the Hon'ble High Court, supports the case of the workman that till such time, no steps were taken by the authorities concerned to send the reference for adjudication as required under the law. There is no evidence produced what so ever to show that the Failure Report was sent prior to the termination of the services by the Party II/Management. Thus, this is a clear case of violation of mandatory provisions of Section 33 (2) (b) of the Industrial Disputes Act, 1947. Hence, the ratio in the case of Jaipur Zila would be squarely applicable to the present reference wherein it is held "*Amendments to Section 33 of the I.D. Act in the year 1956 were made at a time when no remedy under the Industrial Disputes Act was available to the individual workman to challenge the termination of his employment. At that time, the dismissal of an individual workman could form the subject-matter of an industrial dispute only if it was espoused by the fellow workmen. In those days, dismissal of workmen who actively participated in raising an industrial dispute was not uncommon. In order to obviate this contingency, Section 33 imposed an obligation on the employer to seek approval or permission for the dismissal of any workman to be effected during the pendency of an industrial dispute. Apart from imposing an obligation on the employer to file such an application, in order to protect the workman against any termination which might be made without seeking approval or permission, Section 33-A was enacted creating a right in favour of the aggrieved workman to file a complaint which will be dealt with like adjudication of an industrial dispute. In other words, a right which was not available to the individual workman to approach the Labour Court or Tribunal for adjudication of a dispute relating to his dismissal was conferred by Section 33-A.*

*The Hon'ble Supreme Court in the case under review has ruled that the failure to apply for approval by the Employer would make the order of dismissal inoperative and that the workman may get wages and other benefits. It was also held that even if the application for approval is granted by the authority, still the aggrieved could make a complaint under Section 33-A challenging the approval. It is to be considered whether an interpretation can be placed on Section 33 to the effect that even without a judicial declaration about the validity of the order of dismissal, as a result of the failure to seek approval or permission, the workman could straightaway proceed on the footing that the dismissal is invalid and inoperative and work out his rights for recovery of wages and other benefits. The case-law placed before the Supreme Court does not support the present ruling.*

*In order to dispel any doubt in the minds of the litigants and the lower courts, it may be clarified that no dismissed workman can claim the relief of reinstatement without a declaration by a competent court, termination be interfered without any technical grounds if such an order is otherwise justified on merits."*

60. The Additional Government Advocate Ms. Coutinho in the Writ Petition No.135/97 filed by the Party I/Union against the Government of Goa produced on record a copy of the Order of Reference No.ALC/Ponda/C.H. dated 05/06/1997 u/s 10 of the Industrial Disputes Act. Admittedly, the Workman in the present reference has been terminated on 23/03/1997. There is absolutely no document or any record which shows that the Failure Report was submitted to the Government of Goa by the Conciliation Officer prior to the date of termination of the Party I/Workman. On the other hand Party I/Workman has proved the

conciliation/discussion on the demands continued even after the authority sent the minutes of meeting to its superiors which was only a internal correspondence between the Conciliation Officer and the Commissioner of Labour and the said correspondence by no stretch of imagination can be held to be a Report u/s 12(4) of the Industrial Disputes Act, 1947.

61. That u/s 20(2) of the Industrial Disputes Act, 1947 the conciliation proceedings shall be deemed to have concluded when the Failure Report of the Conciliation Officer is received by the Appropriate Government so as to put a full stop to the conciliation proceedings initiated u/s 12(1), till then the conciliation is treated to be continued, till such time the Failure Report reaches the Appropriate Government. In the present reference, there is no such Failure Report till the time the Additional Government Advocate produced on record the copy of the reference which was done at much later stage i.e. after more than 3 months after the termination of the Party I/Workman. The Party I/Workman thus has been able to prove that there has been gross violation of the provisions of Section 33(2)(b) of the Industrial Disputes Act, 1947. Hence, this issue stands answered against the Party II/Management in the negative.

62. In the case of **Jaipur Zila (Supra)** while referring to the case of **Strawboard Mfg. Co. v/s Govind 1** the Hon'ble Apex Court observed that *"the application for approval was rejected by the Tribunal"*. Dealing with the consequence of such rejection, the Supreme Court held that *"If the Tribunal does not approve of the action taken by the employer, the result would be that the action taken by him would fail and thereupon the workman would be deemed never to have been dismissed or discharged and would remain in the service of the employer. In such a case no specific provision as to reinstatement is necessary and by the very fact of the Tribunal not approving the action of the employer, the dismissal or discharge of the workman would be of no effect and the workman concerned would continue to be in service as if there never was any dismissal or discharge by the employer"*. Considering this observation, this Tribunal is of the opinion that no further purpose will be served if this Tribunal proceeds to pass the Part Award on the preliminary issues only and keep the reference alive for holding enquiry on other issues when the termination of the Party I/Workman itself is illegal, same being in violation of provisions of Section 33 (2)(b) of the Industrial Disputes Act, 1947.

Hence, the final Award.

#### ORDER

- i. The reference stands allowed.
- ii. Consequently, the Party II/Employer is hereby directed to re-instate in service the Party I/Workman, Mr. Pradeep Mulgaonkar with full back wages from 20/03/1997.
- iii. No order as to cost.

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

#### Notification

No. 28/02/2026-LAB/Part-III/237

Date : 21-May-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 16/04/2026 in Case Ref. No. LC-II/IT/28/13 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.

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

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

Shri Saleel S. Naik,  
R/o-B-3, Yashodhan Apartment,  
1<sup>st</sup> Floor, Sai Sagar,  
Next to Sai Baba Temple,  
Verla, Canca, Bardez-Goa.

..... Workman/Party-I

V/s

M/s. The Saraswat Co-operative Bank Ltd.,  
Jessema Business Centre,  
Opp. Mayura Hotel,  
Morod, Mapusa-Goa

..... Employer/Party-II

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

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

Panaji, Dated: 16/04/2026.

#### AWARD

1. In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by its Order dated 14/10/2013, bearing No. 28/46/2013-Lab/697, referred the following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court in turn assigned the present reference for its adjudication to this Labour Court II, vide her order dated 15/10/2013.

1. *“Whether the action of the management of the Saraswat Co-operative Bank Limited, Mapusa branch, Goa, in dismissing Shri. Saleel S. Naik, Office Assistant, from service with effect from 11/12/2012 is legal and justified?”*
2. *“If not, what relief the Workman is entitled to?”*

2. On receipt of the reference, a case was registered under No. LC-II IT/28/2013 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 11/12/2013 at Exb. 04. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party-II (for short “Employer”) as “Office Assistant” since 01/11/2003. He stated that his services were confirmed w.e.f. 01/05/2004. He stated that in the month of July, 2010, Mrs. Anuradha Deshpande, an officer of the Employer had filed a police complaint about her missing mobile. He stated that in pursuance to the police complaint of Mrs. Deshpande, she was called in the police station on 29/11/2010 and informed about his arrest in connection with her complaint. He stated that based on the affidavit filed by the said Mrs. Anuradha Deshpande before the police, they had prepared a final summary report. He stated that he was consequently acquitted by the criminal court for the alleged charge of stealing of mobile.

3. He stated that due to mental tension, he fell sick and could not attend his duties for about a month. He stated that when he went to report for his duties in the month of January, 2011, he was not allowed to resume the duties. He stated that he therefore approached the Asstt. Labour Commissioner (Central), Vasco da Gama about his refusal of employment, vide his representation dated 03/05/2011. He stated that neither the Employer allowed him to resume duty, nor he was issued any memorandum of show-cause notice since December, 2010 till he raised the dispute before the Asstt. Labour Commissioner (Central). He stated that upon receipt of the information of the dispute raised by him, the Employer suspended him on 18/05/2011 after about more than five months of the alleged incident of theft. He stated that thereafter, he was issued a charge-sheet dated 09/08/2011. He stated that vide his letter dated 20/08/2011, he had submitted his reply to the same. He stated that the criminal case was closed on 06/01/2011 i.e. much earlier than his suspension and also issuance of charge-sheet.

4. He stated that before his dismissal, the Employer has appointed a biased Enquiry Officer and conducted an enquiry against him. He stated that the Ld. Enquiry Officer has acted as an agent of the Employer. He stated that the Ld. Enquiry Officer, without considering the evidence on record, gave the perverse findings. He stated that on receipt of the findings, he submitted his representation giving details about the conduct of the Ld. Enquiry Officer and his biased attitude, vide his representation dated 05/09/2012. He stated that the said Mrs. Anuradha Deshpande was promoted as Branch Manager in March, 2011. He stated that after being promoted as Branch Manager, she filed different affidavit before the Ld. Enquiry Officer with malafide intentions.

5. He contended that the enquiry conducted against him is not fair and proper and is in violation of the principles of natural justice. He submitted that the Ld. Enquiry Officer has not considered the basic charge of “theft, fraud and dishonesty in connection with the Employer’s business or property”. He submitted that the said charge of theft on the allegation of theft of mobile set of co-employee and this fact was not at all considered by the Ld. Enquiry Officer. He submitted that the affidavit dated 24/12/2010 was filed by the original complainant herself in the court and the criminal case was closed on 06/01/2011. He submitted that the said evidence was not at all considered by the Ld. Enquiry Officer and has acted in a biased manner. He therefore submitted that the action of the management in dismissing him from their services is illegal, unjustified and bad-in-law. He submitted that the punishment of dismissal awarded to him is too harsh and severe in nature. He submitted that before dismissal of his service, the principles of natural justice were not followed. He submitted that since his dismissal from service, he is unemployed and could not succeed in getting any employment. The Workman therefore prayed for a declaration that his dismissal from service be declared as illegal, improper and unjustified and be direct the Employer to reinstate him in service with full back wages and continuity in service.

6. The Employer resisted the claim of the Workman by filing its written statement on 29/01/2014 at Exb. 05. The Employer, as and by way of its preliminary objections, submitted that the entire reference is bad-in-law, non-maintainable and ought to be rejected as the Workman was appointed as “Office Assistant” (Peon) on 01/11/2003, vide its letter dated 20/10/2003. The Employer submitted that on 24/07/2010, Mrs. Anuradha Prashant Deshpande, the then officer and its manager, filed a complaint dated 24/07/2010 regarding theft of her Samsung Corby mobile phone bearing SIM No. 9970154810 from its Mapusa branch premises. The Employer submitted that thereafter, a police complaint was filed before the Mapusa police station about the theft of the said mobile phone. The Employer submitted that during the police investigation, it was revealed that the Workman stole the said Samsung Corby mobile phone belonging to Mrs. Anuradha Deshpande. The Employer submitted that the Workman was therefore issued a charge-sheet dated 09/08/2011 and he was charged as under:

- 14 (3) (b)–Theft, fraud or dishonesty in connection with the Employer’s business or property.
- 14 (3) (d)–Taking or giving bribe or any illegal gratification.
- 14 (3) (e)–Habitual absence without leave or absence without leave for more than 10 days.
- 14 (3) (h)–Riotous or disorderly behaviour during working hours at the establishment or any act subversive of discipline.

7. The Employer stated that an enquiry was conducted against the Workman by an independent Enquiry Officer. The Employer stated that the Workman fully participated in the said enquiry. The Employer stated that the Workman was represented by Shri. Puti Gaonkar in the said enquiry. The Employer stated that the Ld. Enquiry Officer conducted the enquiry against the Workman in a fair and proper manner by following the principles of natural justice. The Employer stated that after completion of the enquiry, the Ld. Enquiry Officer submitted his findings dated 25/07/2012. The Employer stated that the Ld. Enquiry Officer held that all the charges leveled against the Workman have been proved. The Employer submitted that the findings of the Ld. Enquiry Officer are based on the oral as well as documentary evidence on the records of the enquiry. The Employer stated that after going through the entire enquiry proceedings and its connected papers, it has concurred with the findings of the Ld. Enquiry Officer and a show cause notice dated 01/11/2012 was issued to the Workman along with a copy of findings. The Employer stated that the Workman replied to the said show cause notice, vide his letter dated 24/11/2012. The Employer stated that considering the seriousness and gravity of proved misconduct against the Workman, they came to a definite conclusion that no leniency was warranted and therefore dismissed the Workman vide dismissal order dated 11/12/2012. The Employer submitted that the acts of misconduct

either singly or jointly committed by the Workman are grave and serious in nature. The Employer stated that the punishment imposed upon the Workman is appropriate and commensurate with the acts of misconduct committed by the Workman. The Employer therefore submitted that the action of dismissal of Workman from its service is just and fair and this Hon'ble Court should not interfere with its said administrative decision.

8. The Employer submitted that it has conducted a fair and proper enquiry by following the principles of natural justice. The Employer submitted that the findings of the Ld. Enquiry Officer are based on the evidence on record of the enquiry proceedings and its connected papers. The Employer submitted that in any event, if the Hon'ble Court comes to a conclusion that the enquiry was not conducted properly or in fair and a proper manner, or that the findings are perverse and/or are not based on the evidence, then they craves leave to adduce additional evidence to justify its case. The Employer denied the overall case as pleaded setup by the Workman and prayed for dismissal of the present reference.

9. Thereafter, the Workman filed his Re-joinder on 06/03/2014 at Exb. 6. The Workman, as and 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 Employer in the Written Statement which are contrary to the statements and averments made by him.

10. Based on the pleadings filed by the respective Parties in the present proceedings, this Hon'ble Court framed following issues on 20/03/2014 at Exhibit-7.

1. *Whether a fair, proper and impartial enquiry was conducted against the Workman/Party-I in accordance with the principles of natural justice?*
2. *Whether the charges of misconduct leveled against the Workman/Party I vide charge-sheet dated 09/08/2011 has been proved to the satisfaction of this court by acceptable evidence?*
3. *Whether the Workman/Party-I proves that the action of Employer/Party-II in dismissing his services w.e.f. 11/12/2012 is illegal and unjustified?*
4. *Whether the Workman/Party-I is entitled to any relief?*
5. *What Order? What Award?*

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

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

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the Workman as well as Ld. Adv. Shri M. S. Bhandodkar representing the Employer. Both the parties have filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the parties hereinabove. I have also carefully considered the submissions advanced before me and is of the opinion as under:

#### REASONS

12. *Issue No. 1 & 2:*

Vide order dt. 14/09/2017 passed on preliminary issues No. 1 & No. 2, I have discussed and come to the conclusion that no fair, proper and impartial enquiry was conducted against the Workman in accordance with the principles of natural justice in respect of charge-sheet dt. 09/08/2011 and hence the enquiry conducted against the Workman is hereby quashed and set aside. The issue No. 1 and 2 are therefore answered in the Negative.

13. *Issue No. 3:*

As stated hereinabove, the enquiry conducted against the Workman is quashed and set aside, the Employer challenged the order of this Hon'ble Court by filing Writ Petition bearing No. 401 of 2018 before the Hon'ble High Court of Bombay at Goa. The Hon'ble High Court of Bombay at Goa vide its order dt. 24/04/2025 remanded to matter back with a direction to decide the issue as to whether the charges

have been proved by the management through fresh evidence to be led before it and decide the reference based upon such evidence. Even otherwise, the Employer, in its written statement, submitted that if this Hon'ble Court comes to the conclusion that the enquiry was not conducted properly or in fair and a proper manner or that the findings are perverse and/or are not based on the evidence then the Employer craves leave to adduce additional evidence to justify his case.

14. Undisputedly, the charge-sheet dated 09/08/2011 was issued to the Workman by alleging that in an around July 2010 to May 2011, he has committed serious irregularities and indulged in several highly undesirable and objectionable activities as under. It is alleged against the Workman that on 24/07/2010, he has stolen a Samsung Corby mobile phone instrument from the premises of Mapusa branch, belonging to Mrs. Anuradha Prashant Deshpande, the then Officer and now Manager, that the Workman deliberately and willfully destroyed the SIM card and sold the stolen mobile phone to one Shri. Ajit Bhikaji Parab, a resident of Vengurla, for Rs. 3,000/-, that in connection with the above theft, he was arrested by the Mapusa Police Station on 29<sup>th</sup> November, 2010 and he was kept in police custody under the charge of stealing the mobile phone and selling the same to Shri Parab, that thereafter, he was enlarged on bail, that though he was enlarged on bail, he remained absent unauthorizedly on and from 30<sup>th</sup> November 2010 till the date of his suspension i.e. 18<sup>th</sup> May 2011, under false pretext of illness, that despite advice from the Branch Manager, Mapusa Branch, he did not disclose complete facts regarding the said police case, but wrote a letter dated 6<sup>th</sup> December 2010 making false and baseless statements, in order to conceal the correct facts relating to the theft and with an aim to misguide the bank.

As an institution entrusted with money belonging to public, for an employee of the bank integrity and honesty are paramount consideration and such misconduct not only damages the image of the bank, but goes against the basic tenets on which conduct of an employee is based.

15. The Workman was therefore charged for the following misconducts under the Industrial Employment (Standing Orders) Central Rules, 1946.

*14. (3) (b) Theft, fraud or dishonesty, in connection with the employer's business or property.*

*14. (3) (d) Taking or giving bribe or any illegal gratification.*

*14. (3) (e) Habitual absence without leave or/ absence without leave for more than 10 days.*

*14. (3) (h) Riotous or disorderly behaviour during working hours at the establishment or any act subversive of discipline.*

16. By reply dt. 20/08/2011 at Exb. 33, the Workman denied the allegation leveled against him. He submitted that clause 14(3) (b) of the Industrial Employment (Standing orders) Central Rules, 1946 is not applicable at all and that the said clause is about, "theft, fraud or dishonesty" in connection with Employer's Business or property and hence the said clause is irrelevant and inapplicable. He submitted that clause 14(3) (d) is also inapplicable as no bribe is even alleged in the Charge-sheet. He submitted that clause 14(3) (e) would not apply for the simple reason that there was no absence on his part but there was illegal denial of his right to resume his duty as explained by him hereinabove and that the records with the bank also speaks for themselves. He submitted that clause 14(3) (h) about riotous or disorderly behavior is also not applicable as any such behavior is not even alleged in the Charge-sheet. In view of above the Workman sincerely requested that the Charge-sheet be dropped /withdrawn and orders be passed to lift the suspension and to allow him to resume the duty and also to pay him full back wages from 30/11/2010.

**17. In the case of Management of Bharat Heavy Electricals Ltd. Vs. V. Mane reported in 2018 ICCR 397, the Hon'ble Apex Court in para 21 held as under :**

*"21. This Court has consistently, held that in a case where the enquiry has been held independently of the criminal proceedings, acquittal in criminal court is of no avail. It is held that even if a person stood acquitted by the criminal court, domestic enquiry can still be held – the reason being that the standard of proof required in a domestic enquiry and that in criminal case are altogether different. In a criminal case, standard of proof required is beyond reasonable doubt while in a domestic enquiry, it is preponderance of possibilities (sec Dismissal Controller, KSRTC v/s. M. G. Vittal Ro (2012) 1 SCC 442.*

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

18. In order to prove the charges of misconduct leveled against the Workman vide charge-sheet dt. 09/08/2011, the Employer adduced evidence oral as well as documentary on the floor of this Hon'ble Court by examining three witnesses namely one Mrs. Anuradha Deshpande, second Mr. Sidhesh Pokle and third Mr. Vishvambhar Vengurlekar. The oral as well as documentary evidence adduced by the Employer are corroborates to each other. On the contrary, neither the Workman examined himself nor examined any other witness nor produced any documentary evidence in rebuttal of the management evidence.

19. The star witness of the management Mrs. Anuradha Deshpande was an employee of the Employer and was working in the Mapusa Branch of the Employer as an Officer in Cash Department from June 2007 to March, 2011. She deposed that somewhere in June, 2010, she had purchased a new Samsung Corby Mobile Handset from Cell world Mapusa for a sum of Rs. 7,400/- and her Mobile No. was 9970154810. She deposed that on Saturday 24/07/2010, while working in Mapusa Branch, she had kept her aforesaid mobile on the side of table of her counter. She deposed that post counter hours i.e 1.00 p.m. and after tallying cash, she along with the cashier went into the safe room to keep the cash at around 1.30 p.m. being half day working. She deposed that on her returned from the safe room at around 1.40 p.m., she found that counter area lights were switched off. She deposed that she urgently needed to make a phone call and went directly to her counter, only to discover that her mobile phone was missing and therefore she immediately asked in a raised voice if anyone had used or seen her phone. She deposed that immediately, she started calling from the bank's landline from her counter but she was getting switched off response. She deposed that despite a thorough search by the staff, the mobile phone could not be located within the counter area. She deposed that meanwhile, she informed the Branch Manager, Mr. V. Vengurlekar regarding the missing mobile. She deposed that since it was a Saturday and a Half day, the branch was due to closed early. She deposed that she lodged a complaint with the Mapusa police station at around 5.00 p.m. on 24/07/2010 reporting the theft of her mobile phone from the bank premises by an unknown person. She deposed that on 29/11/2010, she received a call from Mapusa Police Station around 11.30 a.m. informing her that her stolen Samsung Corby mobile was traced and that she had to present herself at the police station to identify the same. She deposed that she reported to the police station at approximately 2.00 p.m., where she identified her handset. She deposed that she was told by the investigating officer that the Workman, the Office Assistant of the Bank was involved in the crime and that he was brought to the police station for interrogation. She deposed that she left it to the police to complete their investigation and to find out the truth of the matter. She deposed that the Workman also started pleading to help him and claimed that the customer Mr. Jadhav had handed him the phone which he subsequently instead of returning back to her, gave it to his friend in Sindhudurga District. She deposed that around 15 days later, the Workman presented to her a new affidavit drafted by another advocate and that after consulting my husband and making certain changes, she signed an affidavit dt. 24/12/2010 based on the Workman's representation that he was innocent. She deposed that later when she approached the police to collect her mobile with the court order to hand over her mobile back to her and that there she learn that one Mr. Ajit Parab had provided a statement at the police station that the Workman had sold it to him for Rs. 3,000/-. She deposed that she concluded that the Workman had misled her to avoid the criminal proceedings against him. She deposed that the bank's branch manager obtained the case documents from Mapusa police station on 13/05/2011 and that after going through these papers, she came to know that the Workman had confessed that her mobile was stolen by him and that he had thrown the SIM somewhere near his residence and later sold the mobile handset to his friend Mr. Ajit Parab for Rs. 3,000/-. She deposed that this made her strongly believe that the Workman had in fact stolen her mobile phone. She deposed that on 23/05/2011, she made a second affidavit after consulting her advocate as per the facts gather from Mapusa Police station so as to make the records right. She deposed that she has shown her affidavit dt. 24/12/2010 made on the basis of false information provided to her by the Workman. She deposed that she filed the said affidavit dt. 24/12/2010 at the Mapusa police station based on false representation made by the Workman. She deposed that the said affidavit was made by her based on the false misleading information provided to her by the Workman who pleaded her to withdraw the case on humanitarian and compassionate ground. She deposed that arising out of her affidavit dt. 24/12/2010, police department at Mapusa withdrew the criminal case which was filed by the police.

20. In her cross examination, she admits that the Workman was working as a sub-staff in the Employer bank. She deposed that the said mobile bearing No. 9970154810 is herself as stated in para 5 of her A.I.E. and not the Employer's property. She admits that she had given a letter dt. 24/12/2010 at Exb. 41 to the P.I. Mapusa police station stating that she do not wish to pursue further investigation and inquiry and to close

the case accordingly. She deposed that when she came to know the correct facts of the case from the police, she filed a second affidavit to set the records straight. She deposed that she did not speak to Mr. Ajit Parab personally and that she was not present when Mr. Ajit Parab gave his statement to the Mapusa police. She deposed that I was not present when the Workman has confessed that her mobile was stolen by him before the police station.

21. Shri Sidhesh Pokle, the second management witness in his examination in chief deposed that he is the employee of the Employer and he has been authorized to depose in the present matter. He deposed that he is aware about the records maintained by the Employer in the present case and produced on record certain documents.

In his cross examination, the said Shri Sidhesh Pokle admits that the documents which relied upon and produced on record in his examination in chief have not been signed by him. He admits that the Annexure 'A' of the document at Exb.38 i.e. final form/report it has been stated that the complainant lady has made it clear that in her affidavit that she had informed that the phone has been misplaced, but she did not inform this police station due to her busy schedule as it is clear that the complainant has been lost due to mistaken fact, hence the case is hereby finalized as nor true nor false and that under the above circumstances it is prayed before your Hon'ble Court that C final summary may please be granted. He deposed that he has come only to produce the documents and that he is not aware if the said affidavit of Mrs. Anuradha Deshpande dt.23/05/2011 has been forcefully obtained from her in order to produce in the domestic inquiry.

22. The third management witness Mr. Vishvambhar Vengurlekar, the branch manager of the Employer bank at Mapusa Branch since the year, 2008 and retired in 2017. He deposed that he is conversant with the facts in the present case in his capacity as the reporting officer of the Workman. He deposed that Mrs. Anuradha Deshpande, the then officer at his branch reported to him on 24/07/2010 at around 1.45 p.m. regarding lost of her mobile phone. He deposed that further Mrs. Deshpande lodged a complaint to Mapusa police station regarding lost of her mobile phone on the date of her incident, the same was been informed to him on 26/07/2010. He deposed that on 29/11/2010 few police personnel at opening of the branch had visited Employer's bank at Mapusa branch in search of the Workman and he was taken to Mapusa police station for inquiry in search of cell phone theft. He deposed that he had received a phone call from Mapusa police station on the same day inquiring about Mrs. Deshpande and wanted her presence at the police station and that since she was on leave, she had given her phone number and residence address. He deposed that on the same day, at around 5.30 p.m. Mrs. Anuradha Deshpande, the then officer who was working as the Manager as their organization informed him that her missing cell phone which was stolen on 24/07/2010 was recovered by the Mapusa police station and in that connection the Workman was arrested by the Mapusa police. He deposed that accordingly he had reported the said incident to their HRD Department, Mumbai on 30/11/2010. He deposed that on 30/11/2010, he came to know that the Workman was released on bail on the same day and thereafter he remained absent on and from 30/11/2010 till the date of his suspension on 18/05/2011 and that he never reported to their branch.

23. In addition to the oral evidence, the management has also produced on record documentary evidence such as copy of charge-sheet dt. 09/08/2011 (Exb. 32), copy of reply of the Workman dt. 20/08/2011 to the charge-sheet (Exb. 33), copy of sir-rejoinder of the Employer dt.15/06/2011 (Exb. 34), copy of the letter of the Workman dt. 08/11/2011 (Exb. 35), copy of Model Standing Order's Act, 1946 (Exb. 36), copy of police complaint dt. 24/07/2010 by Mrs. A. P. Deshpande (Exb. 37), a copy of final form report dt. 24/07/2010 made by Mapusa police (Exb. 38), a copy of scene Panchnama dt. 29/11/2010 of Mapusa police (Exb. 39), a copy of panchanama dt. 30/11/2010 of Mapusa police (Exb. 40), a copy of letter dt. 24/12/2010 of Mrs. A. P. Deshpande for withdrawal of complaint (Exb. 41), a copy of statement of Mr. Ajit Parab recorded by the police on 29/11/2010 (Exb. 42), a copy of statement of Mr. Navin Ghadi dt. 29/11/2010 recorded by Mapusa police (Exb. 43), a copy of statement of Workman dt. 30/11/2010 recorded by Mapusa police (Exb. 44), a copy of final report dt. 06/01/2011 submitted by Mrs. A. P. Deshpand to the JMFC Mapusa (Exb. 45), an copies of Affidavits of Mrs. A. P. Deshpande 1) dt. 24/12/2010 and 2) dt. 23/5/2011 filed before police (Exb. 46-colly), a copy of letter dt. 06/12/2010 of the Workman to the Employer (Exb. 47), and copies of letter dt.17/1/2011 from the Workman along with a certificate dt. 15/01/2011 (Exb. 48-colly), a copy of letter dt. 11/02/2011 from the Workman to the Employer (Exb. 49), a copy of Notice dt. 04/05/2011 from ALC (Central) to the Bank (Exb. 50), a copy of letter dt. 09/05/2011 from the Employer to the Dy. Sp., Mapusa (Exb. 51), a copy of application dt. 13/05/2011 for certified

copies from JMFC Mapusa (Exb. 52), a copy of failure report dt. 22/07/2011 recorded by the ALC, Vasco (Exb. 53), a copy of covering letter along with letter dt. 17/01/2011(Exb. 54-colly), a copy of pass book of the Workman bearing account No. SB/PUB/2043 (Exb. 55), a copy of suspension order dt. 18/05/2011 issued to the Workman (Exb. 56), a copy of letter dt. 29/11/2011 from ministry of labour, Govt. of India, New Delhi (Exb. 57), an copies of letter of the Workman dt. 03/05/2011 addressed to the ALC, Vasco-da-Gama along with an application for reinstatement of duty dt. 11/02/2011 (Exb. 58-colly), a copy of letter dt. 10/08/2012 issued to the Workman (Exb. 59), a copy of reply dt .05/09/2012 by the Workman (Exb. 60), a copy of show cause notice dt. 01/11/2012 issued to the Workman (Exb. 61), a copy of reply of the Workman dt. 24/11/2012 (Exb. 62).

24. Thus, the oral as well as documentary evidence on records clearly indicates that the Workman had stolen the Samsung Corby mobile phone of Mrs. Anuradha Deshpande in the office premises of the Employer bank at Mapusa branch. The Workman destroyed the SIM Card and sold the said mobile phone to one Shri Ajit Parab r/o Vengurla, Sindhudurga for Rs. 3,000/-. The Workman was therefore arrested by the Mapusa police in connection with the complaint filed by Mrs. Anuradha Deshpande. The evidence on record indicates that the Workman was arrested by Mapusa police and subsequently enlarged a bail. The evidence on record indicates that the Workman remained absent on and from 30/11/2010 till 18/05/2011 on the alleged ground of sickness. Thus, the aforesaid allegations leveled against the Workman clearly constitute a misconduct of dishonesty in connection to the Employer's business and disorderly behavior during working hours at the establishment or any act subversive of discipline.

25. The evidence on record indicates that the Employer had produced on record an application of the Workman dt. 17/01/2011 (Exb. 48-colly) indicates that the Workman had applied for sick leave from 01/12/2011 till 15/01/2011 and fitness to resume duties from 17/01/2011. The said application of the Workman is supported by medical certificate of Omkar Polyclinic, Parra, Bardez, Goa stating that the Workman suffered from Lumbur Spondylitis since 01/12/2010 till 15/01/2011 and he is fit to attend to his duties. The letter of the Workman dt. 11/02/2011 (Exb. 49) indicates that the Workman had sustained major backbone fracture about 5 years back which had erupted with severe back bone pain since 01/12/2010 and that he tried to resume the duties from 17/01/2011 however fully recovered on that day (17/01/2011) he has advised to take rest he is fully functional and fit to resume duty and requested to allow him to resume duty from 11/02/2011. However, the Workman has not produced on record his leave of sickness supported by medical certificate nor the Workman produced on record either oral or documentary evidence in rebuttal of management evidence by examining himself or any of his witness. The Employer also produced on record a passbook of the Workman which indicates that the Workman was paid salary of December, 2010 for an amount of Rs. 9,179.09/-. Thus, the allegations leveled against the Workman clearly indicates that the absence without leave for more than 10 days.

Hence, the Employer proved that the charges of misconduct such as 14(3) (b)... dishonesty in connection with the Employer's business. 14 (3) (e) ... absence without leave for more than 10 days and 14 (3) (h)... disorderly behavior during working hours at the establishment or any act subversive of discipline.

26. Ld. Rep. Shri P. Gaonkar appearing for the Workman relied upon a judgment in **the case of Ravidas S/o Shivramji Ranagari V/s. Union of India and Ors.** reported in W.P. No.3547 of 2015, the Hon'ble High Court of Bombay in para 22 of its judgment held as under:

*"22 From the above referred observations, it is evident that the Enquiry Officer has duty to arrive at a finding upon taking into consideration the materials brought on record by the parties. The purported evidence collected during investigations by the Investigating Officer against the accused by itself could not be treated to be the evidence in the disciplinary proceedings. A decision must be arrived at on some evidence, which is legally admissible. No documents should be relied on by the prosecution without giving copy thereof to the delinquent and the contents of such document have to be proved by examining a witness having knowledge of the contents of such document and who can depose as regards its authenticity.*

The principle laid down by the Hon'ble High Court of Bombay in its aforesaid case is not applicable to the case in hand.

27. In the case of **Jalna District Central Co-operative Bank Ltd. V/s. Manik S/o Ambadas Toge,** reported in W. P. No. 4601 of 2022, the Hon'ble High Court of Bombay in para 23 of its judgment held as under:

*“23 Having held that the evidence adduced before the labour court alone could be considered, I now proceed to determine whether the labour court and the Industrial Court have any committed an error in passing their respective judgments and orders. As observed earlier, the evidence of Mr. Shaikh and Mr. Gadekar adduced before the labour Court, did not prove the charge leveled against respondent in any manner. Their depositions recorded in domestic enquiry are required to be discarded. Thus, this is the case of ‘no evidence’ and the finding of guilt recorded against respondent in domestic enquiry suffers from vice of perversity. The labour Court has therefore rightly concluded that the charge leveled against respondent could not be proved. Once the charge itself is not proved, rest of the issues of discrimination, erroneous apportionment of amount, non deposit of amount etc. becomes meaningless. I, therefore, conclude that there was no evidence in respect of proof of charge leveled against respondent. The labour Court has rightly set aside the order of dismissal from service imposed on him.*

The principle led down by the Hon’ble High Court in its aforesaid case is not applicable to the case in hand.

**28. In the case of Atma Ram Properties (P) Ltd. V/s. Federal Motors Pvt. Ltd.,** reported in AIR ONLINE 2004 SC 597, the Hon’ble Apex Court of its judgment held as under:

*“It is well settled that mere preferring of an appeal does not operate as stay on the decree or order appealed against nor on the proceedings in the court below. A prayer for the grant of stay of proceedings or on the execution of decree or order appealed against has to be specifically made to the appellate Court and the appellate Court has discretion to grant an order of stay or to refuse the same. The only guiding factor, indicated in the Rule 5 aforesaid, is the existence or sufficient cause in favour of the appellant on the availability of which the appellate Court would be inclined to pass an order of stay. Experience show that the principal consideration which prevails with the appellate Court is that in spite of the appeal having been entertained for hearing by the appellate Court, the appellant may not be deprived of the fruits of his success in the event of the appeal being allowed. This consideration is pitted and weighed against the other paramount consideration: why should a party having succeeded from the Court below be deprived of the fruits of the decree or order in his hands merely because the defeated party has chosen to invoke the jurisdiction of a superior forum. Still the question which the Court dealing with a prayer for the grant of stay asks to itself is: Why the status quo prevailing on the date of the decree and/or the date of making of the application for stay be not allowed to continue by granting stay, and not the question why the stay should be granted.*

The principle led down by the Hon’ble Apex Court in its aforesaid case is not applicable to the case in hand.

**29. In the case of Suraj Mal V/s. State (Delhi Administration),** reported in AIR 1979 SC 1408, the Hon’ble Supreme Court of India in its judgment in para 2 held as under:

*“2..... In upholding the conviction of the appellant the High Court completely overlooked the fact that the very evidence on which the conviction of the appellant was based had been rejected with respect to the same transaction and thus if one integral part of the story given by witnesses was not believable, then the entire case failed. In other words, the Position was that while P.Ws. 6, 8 and 9 were disbelieved both in regard to the factum of payment of the bribe and the recovery of the money. Regarding Ram Narain, the very same witnesses were believed so far as the appellant was concerned. It is well-settled that where witnesses make two inconsistent statements in their evidence either at one state or at two stages, the testimony of such witnesses becomes unreliable and unworthy of credence and in the absence of special circumstances no conviction can be based on the evidence of such witnesses.*

The facts laid down in the present case are totally different then the case before the Hon’ble Apex Court and hence the principle laid down by the Supreme Court of India in its aforesaid case is not applicable to the case in hand.

**30. In the case of Kanhaiyalal Agrawal & Ors. V/s The Factory Manager, Gwalior Sugar Company Ltd. reported in Appeal (Civil) 6878-6880 of 1999** wherein the Hon’ble Supreme Court of India held as under:

*“Substantial contention on the merits of the case by the employer in these appeals is that the finding of loss of confidence in the employee by the labour court has been reversed in appeal by the Industrial Court on unreasonable grounds. What must be pleaded and proved to invoke the aforesaid principle is that (i) the workman is holding a position of trust and confidence; (ii) by abusing such position, he commits acts which results in forfeiting the same; and (iii) to continue him in service would be embarrassing and inconvenient to the employer or would be detrimental to the discipline or security of the establishment. All these three aspects must be present to refuse reinstatement on ground of Loss of confidence cannot be subjective based upon the mind of the Management. Objective facts which would lead to a definite inference of apprehension in the mind of the Management regarding trustworthiness or reliability of the employee must be alleged and proved. Else, the right of reinstatement ordinarily available to the employee will be lost”.*

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

**31. In the case of Delhi Transport Corporation V/s. Ishwar Singh, reported in 2006 0 supreme (Del) 1975,** the Hon’ble High Court of Delhi in para 12 held as under:

*“ 12. Coming to the question of quantum of punishment, one should bear in mind the fact that it is not the amount of money misappropriated that becomes a primary factor for awarding punishment; on the contrary, it is the loss of confidence which is the primary factor to be taken into consideration. In our opinion, when a person is found guilty of misappropriating the corporation’s funds, there is nothing wrong in the corporation losing confidence or faith in such a person and awarding a punishment of dismissal.*

*13. This court in the case of B. S. Kullikatti (2001) 2 SCC 574: 2001 SCC (Lands) 469 held in similar circumstances that the act was either dishonest or was so grossly negligent that the respondent therein was not fit to be retained as a conductor. It is also held that in such cases there is no place for generosity or misplaced sympathy on the part of the judicial forums and thereby interfere with the quantum of punishment.”*

The principle laid down by the Hon’ble Apex Court in its aforesaid case is applicable to the case in hand.

**32. In the case of Mahendra Pal Verma V/s Taj Mahal Hotel reported in 2013 LLR 423** wherein the Hon’ble High Court of Delhi held that

*“9. We may further note:*

- “i. the Supreme Court in Bharat Heavy Electricals Ltd. v. M. Chandrasekhar Reddy, 2005 1 CLR 959 SC held that when an employer loses confidence in his employee particularly in respect of a person who is discharging a function of trust/confidence, there cannot be any justification for directing his reinstatement;*
- ii. the Supreme Court in Apparel Export Promotion Council v. A. K. Chopra, 1999 1 CLR 597 SC reiterated that the jurisdiction to interfere with the disciplinary matters of punishment cannot be equated with appellate jurisdiction and that it is appropriate to remember that the power to impose penalty on a delinquent officer is conferred on the Competent Authority and if there has been an inquiry consistent with the Rules and in accordance with the principles of natural justice, what punishment would meet the ends of justice is a matter within the jurisdiction of the Competent Authority and it is only when the punishment imposed shocks the conscience, should the power to mould the punishment be exercised;*
- iii. the same principles were reiterated recently in State Bank of Bikaner and Jaipur v. Nemi Chand Nalwaya, (2011) 4 SCC 584;*
- iv. reference in this regard may also be made to State of Meghalaya v. Mecken Singh N. Marak, (2008) 7 SCC 580 laying down that it would not be proper to deal with the matter leniently where the charged employee holds the position of trust and misconduct in such cases has to be dealt with iron hands.*

- v. *the Supreme Court in Mahindra and Mahindra Ltd. v. N. B. Naravade, 2005 I CLR 803 SC held that the discretion vested in the Industrial Adjudicator under Section 11A of the Industrial Disputes Act to interfere with the quantum of punishment awarded by the management is to be exercised only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court, or the existence of any mitigating circumstances which require the reduction of the sentence, or the past conduct of the workman and in the absence of any such factor, the Industrial Adjudicator cannot, by way of sympathy alone exercise the power under Section 11A and reduce the punishment.*

“10. The counsel for the appellant has lastly also urged that even the guest/patron of the respondent Hotel whose watch was stolen was not examined and in the absence thereof the inquiry was bad. Suffice it is for us to state that the principle laid down in *State Bank of India v. Tarun Kumar Banerjee, (2000) 8 SCC 12* to the effect that non examination of a customer of a Bank in a domestic inquiry is not fatal, applies.”

33. In the case in hand, the Workman was working with the Employer bank as a sub-staff / peon and he was having every access in the entire bank premises. The Employer banks is in the business and banking. The Employer entrusted with money belonging to public and as such employee of the bank must have integrity and honesty. Such an act of theft of Samsung Corby Mobile Phone of Mrs. Anuradha Deshpande, an employee of the Employer constitutes loss of confidence in him of the Employer. Thus, the charges of misconduct leveled against the Workman are grave and serious. Thus, the dismissal order issued to the Workman vide order of the Employer dt. 11/12/2012 is just, legal and fair. Hence it is held that the Workman failed to prove that the action of the Employer in dismissing the services of the Workman w.e.f. 11/12/2012 is illegal and unjustified. The issue No.3 is therefore answered in the affirmative.

34. *Issue No. 4.*

While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the action of the Employer in dismissing the services of the Workman w.e.f. 11/12/2012 is just, legal and fair. Hence, the Workman is not entitled to any relief.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceed to pass the following Order:

#### ORDER

1. It is held that the action of the management of the Saraswat Co-operative Bank Ltd., Mapusa Branch, Goa in dismissing Shri Saleel S. Naik, Office Assistant from service w.e.f. 11/12/2012 is legal and justified.
2. It is held that the Workman, Shri Saleel Naik 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.

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#### Notification

No. 28/02/2026-LAB/PART-II/244

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/33/2024 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

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)

Case No. IT/33/2024

Workman, Shri Kamlakant Naik & Others,  
Represented by the President,  
Gomantak Mazdoor Sangh,  
G-5, Macedo Appartments,  
Tisk, Ponda-Goa

..... Workmen/Party I

V/s

The Managing Director,  
M/s. Himgiri Casting Private Ltd.,  
Plot No. 291,  
Kundaim, Industrial Estate,  
Kundaim, Ponda-Goa

..... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Learned Adv. Shri Omkar Kulkarni.

**AWARD**

**(Delivered on this the 29<sup>th</sup> day of the month of April of the year 2026)**

By Order dated 4<sup>th</sup> July, 2024 bearing No. 28/43/2024-LAB/406, 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. Himgiri Castings Pvt. Ltd., Plot No. 291, Kundaim Industrial Estate, Kundaim, Ponda-Goa, in dismissing Shri Kamlakant Naik, Operator and Mrs. Manda Wadikar, House-keeping with effect from 15.03.2002, is legal and justified?
- (2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/33/2024 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Party I filed his Claim Statement at Exhibit 4.

3. The Party II objected to the reference by filing their Written Statement at Exhibit 6. On completion of the pleadings, the issues were framed by this Tribunal at Exhibit 11 and when the matter was at the stage of recording evidence of the Parties, the Party I/Workmen filed an application at Exhibit 37 for disposal of the present reference and reinstatement of both the workmen.

4. The Party I submitted that the present reference pertains to the legality and justification of the dismissal of Kamlakant Naik and Mrs. Manda Wadikar by Party II/Management w.e.f. 15/03/2024. It is further submitted that the two approval applications filed by the Management u/s 33(2)(b) of the Industrial Disputes Act, 1947, under Case No. A-IT/04/2024 and A-IT/05/2024 have been dismissed by this Tribunal vide Order dated 20/03/2026.

5. The Party I placed reliance on the Order passed by this Tribunal dated 20/03/2026 in view of the said Order dated 20/03/2026 in both the applications, it is submitted that there is no dismissal in the eyes of law of both the workmen named hereinabove and in view of the Dismissal Order, same being the foundation of the present reference wherein both the Orders have been challenged. It is therefore submitted that since both the workmen have been granted relief against the dismissal in terms of the Order dated 20/03/2026 in approval applications Nos. A-IT/04/2024 and A-IT/05/2024, the present reference be disposed accordingly.

5. The Learned Advocate Shri Kulkarni in the reply dated 27/04/2026 filed to the application at Exhibit 37 objected stating that no relief as prayed for in the application at Exh. 37 be granted unless and

until the reference is disposed on merits. Shri P. Gaonkar placed reliance in the case of **Tata Iron & Steel Co-operative Ltd. v/s S. N. Modak on 1966 AIR 288** wherein it is held that “Section-33 applies during the pendency of the main industrial dispute in relation to the workman concerned with such main dispute and the same has to be exercised by the authority before which the main dispute is pending. The Approval Application assumes the character of interlocutory proceedings which deem to come to an end as soon as the main dispute has been finally determined. However, the same will governed by Section 33(2)(b) and has been decided independently and therefore it is not an interlocutory proceedings in its full sense and significance”. It is further observed that “the Order of termination of an employee cannot be said to be valid unless it receives the approval of the Tribunal and the same cannot effectively terminate the relationship of an employer-employee.

Admittedly, the action taken by the Management/Party II has been not approved by this Tribunal, therefore, both the workmen under the present reference are deemed never to be dismissed or discharged and would remain in service of the Employer. The present reference since is the off-shoot of the above dismissal and the application for approval filed by the Management since has been dismissed by Order dated 20/03/2026, nothing more survives in this present reference.

Hence the Order:

### ORDER

1. The reference stands disposed off.
2. No order as to cost.
3. Inform the Government accordingly.

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

### Notification

No. 28/02/2026-LAB/Part-II/249

Date : 01-Jun-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 08/05/2026 in Case Ref. No. IT/113/2007 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/113/2007

Workmen represented by  
Goa Trade & Commercial Workers' Union,  
Velho's Building, 2<sup>nd</sup> Floor,  
Panaji-Goa

..... Workmen/Party I

V/s

1. M/s National Theatre,  
Panaji-Goa

2. M/s Hira Film Exhibitors,  
Dr. Atmaram Borkar Road,  
Panaji-Goa

..... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.

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

#### AWARD

**(Delivered on this the 8<sup>th</sup> day of the month of May of the year 2026)**

By Order dated 14/11/2007, bearing No. 28/41/2005-LAB/1131, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the “said Act”), referred the existing dispute between the Management of M/s National Theatre and M/s. Hira Film Exhibitors, Panaji-Goa and its workmen represented by the Goa Trade & Commercial Workers’ Union for adjudication to the Industrial Tribunal of Goa at Panaji-Goa constituted under Section 7-A of the said Act.

#### SCHEDULE

- (1) *Whether the following charter of demands raised vide letter dated 28/06/2004 by the President, Goa Trade and Commercial Workers’ Union, on the Management of M/s National Theatre and M/s Hira Film Exhibitors, Panaji, Goa, is legal and justified?*

#### CHARTER OF DEMANDS

- (1) **Demand No. (1) Pay-Scales:**

The Union demands that the following pay-scales to be implemented with effect from 01/05/2004 along with the grade and designation

Grade	Designation	Pay-Scales
(I)	Assistant Operator	Rs. 2,460-170-3,820-255-5,095
	A/C Operator	Rs. 2,460-170-3,820-255-5,095
	D. G. Operator	Rs. 2,460-170-3,820-255-5,095
	Assistant Carpenter	Rs. 2,460-170-3,820-255-5,095
(II)	Booking Clerk	Rs. 2,000-140-3,120-200-4,120
	Rewinder	Rs. 2,000-140-3,120-200-4,120
	Door Keeper	Rs. 2,000-140-3,120-200-4,120

- (2) **Demand No. (2) Flat Rise:**

The Union demands that each workman be paid a flat-rise at the rate of Rs. 500/- per month over and above the basic salary as on 01/05/2004. The total of Rs. 500/- per month PLUS the basic salary as on 30/04/2004 shall be fitted to the respective pay scales as demanded above in Demand No. (1) as per the normal standards set for ‘fitment’.

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

The Union demands that with effect from 01/05/2004, each workman be paid a fixed Dearness Allowance (FDA) every month at the rate of Rs. 300/-.

- (4) **Demand No. (4) Variable Dearness Allowance (VDA):**

The Union demands that with effect from 01/05/2004, each workman be paid a Variable Dearness Allowance at the rate of Rs.1.50 per point above base 2000 points AAICPI(1960=100).

The Variable Dearness Allowance to be revised at every quarter.

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

The Union demands that with effect from 01-05-2004, each worker be paid House Rent Allowance at the rate of 25% of the gross salary.

**(6) Demand No. (6) Leave Travel Allowance (LTA):**

The Union demands that with effect from 01/05/2004, each worker be paid Leave Travel Allowance (LTA) of Rs. 2,500/- per annum.

**(7) Demand No. (7) Conveyance Allowance:**

The Union demands that with effect from 01.05.2004, each worker be paid a Conveyance Allowance of Rs.300/-.

**(8) Demand No. (8) Uniforms, Slippers and Footwear:**

The Union demands that each worker be issued two pairs of Uniforms, per year and each worker be issued Slippers and Footwear once in every six months.

**(9) Demand No. (9) Shift Allowance:**

The Union demands that each worker be paid Shift Allowance as under:

General Shift Allowance : Rs. 25/- per day

Night Shift Allowance : Rs. 50/- per day.

**(10) The Union demands that the workmen be eligible to the following Leave Facilities:**

- (e) Privilege Leave : 30 days per annum with a facility to accumulate upto 100 days.
- (f) Casual Leave : 10 days per annum with a facility to encash the balance leave.
- (g) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days
- (h) Holidays : 14 days per annum

**(11) Demand No. (11) Bonus:**

The Union demands that each workman should be paid Bonus at the rate of 20% every year.

**(12) Demand No. (12) Work on Sundays and Holidays:**

The Union demands that the workers working on Sundays and Holidays shall be provided (a) To and fro free transport. (b) Full 8-hours double pay and one day paid compensatory off.

*(II) If the answer to (I) is in the affirmative, then to what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/113/2007 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 6.

3. The Party I states that they were the workmen of the Party II. That the Party II owns and manages various theatres in different cities of the State of Goa. It is screening Cinemas/Movies to the public by selling tickets. The various theaters which belong to the Employer are Cine Alankar at Mapusa, Cine National at Panaji, Cine Vishant at Margao, Ashok Theatre at Panaji, Samrat Theater at Panaji, etc.

4. The Party I states that prior to unionization, all the workmen employed in various theatres are working with the establishment of Party II since its inception on a very low and pathetic salary. That these workmen have patiently waited with a hope that the Management would meet their claim for enhanced wages as spelt out in the Charter of Demands referred in the Schedule of reference.

5. The Party I/Union states that the wage demands and other service conditions raised by the Union in its Charter of Demands dated 28/06/2004 are based on the consideration such as rising cost of living index and other relevant factors, as such, the demands are just, fair and proper. The Party II/Employer has failed to enhance the existing wages and allowances which are much less as compared to the similar schedule of employment.

6. The Party I states that the Party II/Employer is holding the monopoly strict position in its business all over Goa and owns many theatres, however is not paying uniform wage structure to all its employees. The Party I states that all the theatres of the Party II/Employer are still running in full swing and doing good business. Hence, the Party I/Union is entitled for enhancement and revision in the existing wages and other service conditions to be made effective from 01/05/2004 for the period of 3 years which is a normal period of wage agreement in most of the industries, factories and commercial establishment within the region.

7. In its Written Statement filed at Exhibit 7, the Party II/Employer denied the entire claim as set up by the Party I in their Claim Statement and denied that the present salaries paid to the workmen are not sufficient to meet their expenses as claimed and submitted that the demands raised in the present reference by the Party I/Union of the enhancement of salaries and wage revision is not fair and proper.

8. In the Rejoinder filed by the Party I Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

9. Considering the Claim Statement of Party I, the Written Statement filed by the Party II and the Rejoinder filed by Party I, following issues were framed on 22/01/2009.

#### ISSUES

1. *Whether the Workman/Party-I proves that demands raised by it are legal and justified?*
2. *Whether the Employer/Party-II proves that this Court has not jurisdiction to adjudicate the present reference issued by the Govt. of Goa?*
3. *Whether the Workman/Party-I proves that he is entitled to any relief?*
4. *What Award?*

13. At the time when the matter came up for recording evidence on the Issues, both the Parties to the present reference filed Memo for no dispute Award at Exhibit 41 Colly wherein it is submitted that the workmen and the Management has settled the dispute by paying the legal dues arising out of the Award in IT/41/2013, termination. As both the Parties signed the terms of settlement and the money were paid to the concern workmen or his legal heir. The workers do not wish to pursue the matter and the Parties therefore pray for no dispute Award. I have duly considered the Application at Exh. 41 Colly along with the copy of the Terms of Settlement and accepting the same, I pass the following Award.

Hence the following Order:

#### ORDER

- i. Consequently, the reference stands disposed off as No Dispute Award.
- ii. Inform the Government accordingly.

*Sd/-*, (Vijayalaxmi Shivolkar), Presiding Officer, Industrial Tribunal-cum-Labour Court.

Panaji.

#### Notification

No. 28/02/2026-LAB/Part-I/250

Date : 01-Jun-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 08/05/2026 in Case Ref. No. IT/70/2007 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/70/2007

Workmen represented by  
Goa Trade & Commercial Workers' Union,  
Velho's Building, 2<sup>nd</sup> Floor,  
Panaji-Goa ..... Workmen/Party I

V/s  
M/s Cine Alankar Theatre,  
Mapusa-Goa ..... Employer/Party I

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

## AWARD

**(Delivered on this the 8<sup>th</sup> day of the month of May of the year 2026)**

By Order dated 25/09/2006, bearing No. 28/40/2005-LAB/667, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between the Management of M/s Cine Alankar Theatre, Mapusa-Goa and M/s. Hira Film Exhibitors—Panaji-Goa and their workmen represented by the Goa Trade & Commercial Workers' Union for adjudication to the Industrial Tribunal of Goa at Panaji-Goa constituted under Section 7-A of the said Act.

## SCHEDULE

- (1) *Whether the following charter of demands raised by the President, Goa Trade and Commercial Workers' Union, vide letter dated 01/07/2004 before the Management of M/s Cine Alankar Theatre which therefore is owned by M/s Hira Film Exhibitors, Panaji, Goa, are legal and justified?*

## CHARTER OF DEMANDS

- (1) **Demand No. (1) Pay-Scales:**

It is demanded that the following pay-scales to be implemented with effect from 01/05/2004 alongwith the grade and designation

Grade	Designation	Pay-Scales
(I)	Assistant Operator	Rs. 2,460-170-3,820-255-5,095
	A/C Operator	Rs. 2,460-170-3,820-255-5,095
	D. G. Operator	Rs. 2,460-170-3,820-255-5,095
	Assistant Carpenter	Rs. 2,460-170-3,820-255-5,095
(II)	Booking Clerk	Rs. 2,000-140-3,120-200-4,120
	Rewinder	Rs. 2,000-140-3,120-200-4,120
	Door Keeper	Rs. 2,000-140-3,120-200-4,120

- (2) **Demand No. (2) Flat Rise:**

It is demanded that each workman be paid a flat-rise at the rate of Rs. 500/- per month over and above the basic salary as on 01/05/2004. The total of Rs. 500/- per month PLUS the basic salary as on 30/04/2004 shall be added to the respective pay scales as demanded above in Demand No. (1) as per the normal standards set for 'fitment'.

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

It is demanded that with effect from 01/05/2004, each workman be paid a fixed Dearness Allowance (FDA) every month at the rate of Rs. 300/- per month.

- (4) **Demand No. (4) Variable Dearness Allowance (VDA):**

It is demanded that with effect from 01/05/2004, each workman to be paid a Variable Dearness Allowance at the rate of Rs. 1/50 per point above base 2000 points AAICPI (1960=100).

The Variable Dearness Allowance to be revised at every quarterly.

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

It is demanded that with effect from 01/05/2004, each workman to be paid House Rent Allowance at the rate of 25% of the gross salary.

(6) **Demand No. (6) Leave Travel Allowance (LTA):**

It is demanded that with effect from 01/05/2004, each workman to be paid Leave Travel Allowance (LTA) of Rs. 2,500/- per annum.

(7) **Demand No. (7) Conveyance Allowance:**

It is demanded that with effect from 01/05/2004, each workman to be paid a monthly Conveyance Allowance at the rate of Rs. 300/- per month.

(8) **Demand No. (8) Uniforms, Slippers and Footwear:**

It is demanded that each workman should be provided two pairs of Uniforms per year and slippers and footwear once in every six months.

(9) **Demand No. (9) Shift Allowance:**

It is demanded that each workman who is working in shifts to be paid Shift Allowance as under:

General Shift Allowance : Rs. 25/- per day.

Night Shift Allowance : Rs. 50/- per day.

(10) The Union demands that the workmen be eligible to the following Leave Facilities:

(e) Privilege Leave : 30 days per annum with a facility to accumulate upto 100 days.

(f) Casual Leave : 10 days per annum with a facility to encash the balance leave.

(g) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days

(h) Holidays : 14 days per annum.

(11) **Demand No. (11) Bonus:**

It is demanded that that each workman should be paid Bonus at the rate of 20% every year.

(12) **Demand No. (12) Work on Sundays and Holidays:**

It is demanded that free transport ought to be provided, to the workmen to and from the place of work.

Workmen to be given Full 8-hours double pay and one day paid compensatory off when they are called to work on Sundays and Holidays.

*(2) If not, what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/70/2007 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 4.

3. The Party I states that they were the workmen of the Party II. That the Party II owns and manages various theatres in different cities of the State of Goa. It is screening Cinemas/Movies to the public by selling tickets. The various theaters which belong to the Employer are Cine Alankar at Mapusa, Cine National at Panaji, Cine Vishant at Margao, Ashok Theatre at Panaji, Samrat Theater at Panaji, etc.

4. The Party I states that prior to unionization, all the workmen employed in various theatres are working with the establishment of Party II since its inception on a very low and pathetic salary. That these workmen have patiently waited with hope that the Management would meet their claim for enhanced wages as spelt out in the Charter of Demands referred in the Schedule of reference.

5. The Party I/Union states that the wage demands and other service conditions raised by the Union in its Charter of Demands dated 28/06/2004 are based on the consideration such as rising cost of living index and other relevant factors, as such, the demands are just, fair and proper. The Party II/Employer has failed

to enhance the existing wages and allowances which are much less as compared to the similar schedule of employment.

6. The Party I states that the Party II/Employer is holding the monopoly strict position in its business all over Goa and owns many theatres, however is not paying uniform wage structure to all its employees. The Party I states that all the theatres of the Party II/Employer are still running in full swing and doing good business. Hence, the Party I/Union is entitled for enhancement and revision in the existing wages and other service conditions to be made effective from 01/05/2004 for the period of 3 years which is a normal period of wage agreement in most of the industries, factories and commercial establishment within the region.

7. In its Written Statement filed at Exhibit 7, the Party II/Employer denied the entire claim as set up by the Party I in their Claim Statement and denied that the present salaries paid to the workmen are not sufficient to meet their expenses as claimed and submitted that the demands raised in the present reference by the Party I/Union of the enhancement of salaries and wage revision is not fair and proper.

8. In the Rejoinder filed by the Party I Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

9. Considering the Claim Statement of Party I, the Written Statement filed by the Party II and the Rejoinder filed by Party I, following issues were framed on 15/10/2008.

#### ISSUES

1. *Whether the Workman/Party-I proves that demands raised by it are legal and justified?*
2. *Whether the Workman/Party-I is entitled to any relief?*
3. *What Award?*

10. The Issues were re-casted vide Order dated 01/07/2010 at Exhibit 22.

#### RE-CAST ISSUES

1. *Whether the Workmen/Party-I proves that demands raised by them are legal & justified?*
- 1A. *Whether the Employer/Party-II proves that this Court has no jurisdiction to adjudicate the present dispute referred by the Government?*
2. *Whether the Workmen/Party-I proves that they are entitled to any relief?*
3. *What Award?*

13. At the time when the matter came up for recording evidence on the Issues, both the Parties to the present reference filed Memo for no dispute Award at Exhibit 44 Colly wherein it is submitted that the workmen and the Management has settled the dispute by paying the legal dues arising out of the Award in IT/41/2013, termination. As both the Parties signed the terms of settlement and the money were paid to the concern workmen or his legal heir. The workers do not wish to pursue the matter and the Parties therefore pray for no dispute Award. I have duly considered the Application at Exh. 44 Colly along with the copy of the Terms of Settlement and accepting the same, I pass the following Award.

Hence the following Order:

#### ORDER

- i. Consequently, the reference stands disposed off as No Dispute Award.
- ii. Inform the Government accordingly.

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

Panaji.

**Notification**

No. 28/02/2026-LAB/Part-IV/253

Date : 01-Jun-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 08/05/2026 in Case Ref. No. IT/77/2007 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/77/2007

Workmen represented by  
Goa Trade & Commercial Workers' Union,  
Velho's Building, 2<sup>nd</sup> Floor,  
Panaji-Goa

..... Workmen/Party I

V/s

1. M/s Ashok Theatre
2. M/s Hira Film Exhibitors,  
Dr. A. B. Road,  
Panaji-Goa

..... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.

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

**AWARD**

**(Delivered on this the 8<sup>th</sup> day of the month of May of the year 2026)**

By Order dated 04/10/2006, bearing No. 28/42/2004-LAB/769, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between the Management of M/s Ashok Theatre and M/s. Hira Film Exhibitors—Panaji, Goa and their workmen represented by the Goa Trade & Commercial Workers' Union for adjudication to the Industrial Tribunal of Goa at Panaji-Goa constituted under Section 7-A of the said Act.

**SCHEDULE**

- (1) *Whether the following demands raised by the President, Goa Trade and Commercial Workers' Union, vide letter dated 28/06/2004 before the Management of M/s Ashok Theatre owned by M/s Hira Film Exhibitors, Panaji, Goa, are legal and justified?*

**CHARTER OF DEMANDS**

**(1) Demand No. (1) Pay-Scales:**

It is demanded that the following pay-scales to be implemented with effect from 01.05.2004 alongwith the grade and designation

Grade	Designation	Pay-Scales
(I)	Assistant Operator	Rs. 2,460-170-3,820-255-5,095
	A/C Operator	Rs. 2,460-170-3,820-255-5,095

	D. G. Operator	Rs. 2,460-170-3,820-255-5,095
	Assistant Carpenter	Rs. 2,460-170-3,820-255-5,095
(II)	Booking Clerk	Rs. 2,000-140-3,120-200-4,120
	Rewinder	Rs. 2,000-140-3,120-200-4,120
	Door Keeper	Rs. 2,000-140-3,120-200-4,120

**(2) Demand No. (2) Flat Rise:**

It is demanded that each workman be paid a flat-rise at the rate of Rs. 500/- per month over and above the basic salary as on 01/05/2004. The total of Rs. 500/- per month PLUS the basic salary as on 30/04/2004 shall be added to the respective pay scales as demanded above in Demand No. (1) as per the normal standards set for 'fitment'.

**(3) Demand No. (3) Fixed Dearness Allowance (FDA):**

It is demanded that with effect from 01.05.2004, each workman be paid a Fixed Dearness Allowance (FDA) every month at the rate of Rs. 300/- per month.

**(4) Demand No. (4) Variable Dearness Allowance (VDA):**

It is demanded that with effect from 01/05/2004, each workman to be paid a Variable Dearness Allowance at the rate of Rs. 1/50 per point above base 2000 points AAICPI (1960=100).

The Variable Dearness Allowance to be revised at every quarter.

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

It is demanded that with effect from 01/05/2004, each workman to be paid House Rent Allowance at the rate of 25% of the gross salary.

**(6) Demand No. (6) Leave Travel Allowance (LTA):**

It is demanded that with effect from 01/05/2004, each workman to be paid Leave Travel Allowance (LTA) of Rs. 2,500/- per annum.

**(7) Demand No. (7) Conveyance Allowance:**

It is demanded that with effect from 01/05/2004, each workman to be paid a Conveyance Allowance at the rate of Rs. 300/- per month.

**(8) Demand No. (8) Uniforms, Slippers and Footwear:**

It is demanded that each workman should be provided two pairs of Uniforms per year and slippers and footwear once in every six months.

**(9) Demand No. (9) Shift Allowance:**

It is demanded that each workman who works in shifts to be paid Shift Allowance as under:

General Shift Allowance : Rs. 25/- per day

Night Shift Allowance : Rs. 50/- per day.

**(10) Demand No. (10) Leave Facilities:**

It is demanded that the workman to be given the following Leave Facilities:

(e) Privilege Leave : 30 days per annum with a facility to accumulate upto 100 days.

(f) Casual Leave : 10 days per annum with a facility to encash the balance leave.

(g) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days

(h) Holidays : 14 days per annum

**(11) Demand No. (11) Bonus:**

It is demanded that that each workman should be paid Bonus at the rate of 20% every year.

**(12) Demand No. (12) Work on Sundays and Holidays:**

It is demanded that free transport ought to be provided, to the workmen to and from the place of work, Workmen shall be given 8 hours double pay and one day paid compensatory off when they are called to work on Sundays and Holidays.

*(2) If not, what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/77/2007 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 6.

3. The Party I states that they were the workmen of the Party II. That the Party II owns and manages various theatres in different cities of the State of Goa. It is screening Cinemas/Movies to the public by selling tickets. The various theaters which belong to the Employer are Cine Alankar at Mapusa, Cine National at Panaji, Cine Vishant at Margao, Ashok Theatre at Panaji, Samrat Theater at Panaji, etc.

4. The Party I states that prior to unionization, all the workmen employed in various theatres are working with the establishment of Party II since its inception on a very low and pathetic salary. That these workmen have patiently waited with hope that the Management would meet their claim for enhanced wages as spelt out in the Charter of Demands referred in the Schedule of reference.

5. The Party I/Union states that the wage demands and other service conditions raised by the Union in its Charter of Demands dated 28/06/2004 are based on the consideration such as rising cost of living index and other relevant factors, as such, the demands are just, fair and proper. The Party II/Employer has failed to enhance the existing wages and allowances which are much less as compared to the similar schedule of employment.

6. The Party I states that the Party II/Employer is holding the monopoly strict position in its business all over Goa and owns many theatres, however is not paying uniform wage structure to all its employees. The Party I states that all the theatres of the Party II/Employer are still running in full swing and doing good business. Hence, the Party I/Union is entitled for enhancement and revision in the existing wages and other service conditions to be made effective from 01/05/2004 for the period of 3 years which is a normal period of wage agreement in most of the industries, factories and commercial establishment within the region.

7. In its Written Statement filed at Exhibit 7, the Party II/Employer denied the entire claim as set up by the Party I in their Claim Statement and denied that the present salaries paid to the workmen are not sufficient to meet their expenses as claimed and submitted that the demands raised in the present reference by the Party I/Union of the enhancement of salaries and wage revision is not fair and proper.

8. In the Rejoinder filed by the Party I Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

9. Considering the Claim Statement of Party I, the Written Statement filed by the Party II and the Rejoinder filed by Party I, following issues were framed on 03.11.2008.

#### ISSUES

1. *Whether the Workman/Party-I proves that demands raised by it are legal and justified?*
2. *Whether the Workman/Party-I proves that he is entitled to any relief?*
3. *What Award?*

10. Re-Cast Issues were framed vide Order dated 01/07/2010 at Exhibit 16.

#### RE-CAST ISSUES

1. *Whether the Workmen/Party-I proves that demands raised by them are legal & justified*
- 1A. *Whether the Employer/Party-II proves that this Court has no jurisdiction to adjudicate the present dispute referred by the Government?*
2. *Whether the Workmen/Party-I proves that they are entitled to any relief?*
3. *What Award?*

11. At the time when the matter came up for recording evidence on the Issues, both the Parties to the present reference filed Memo for no dispute Award at Exhibit 39 Colly wherein it is submitted that the workmen and the Management has settled the dispute by paying the legal dues arising out of the Award in IT/41/2013, termination. As both the Parties signed the terms of settlement and the money were paid to the concerned workman or his legal heir. The workers do not wish to pursue the matter and the Parties

therefore pray for no dispute Award. I have duly considered the Application at Exh.39 Colly along with the copy of the Terms of Settlement and accepting the same, I pass the following Award.

Hence the following Order:

**ORDER**

- i. Consequently, the reference stands disposed off as No Dispute Award.
- ii. Inform the Government accordingly.

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



**Department of Law & Judiciary**

Law (Establishment) Division

**Order**

No. 8/10/2026-LD(Estt.)/1289

Date : 03-Jun-2026

Whereas, a complaint dated 06/06/2025 filed before the Inspector General of Societies/District Registrar (South), Margao, Goa alleging that renewal of the Society is done without consulting the Founder Members of the Society and some of the members of the Society disqualify to be members of the Society as they are not residents of Gogol Housing Board being primary condition to be the members of the “Gulistan Muslim Residents Association” Society;

And whereas, the Inspector General of Societies (South), Margao, Goa, vide Judgement and Order dated 14/11/2025 in Case No. Societies/DR(S)/04/2025 (Shri Irfan Mamlekar V/s Gulistan Muslim Residents Association), has declared the renewal of the registration of “Gulistan Muslim Residents Association” (Registration No. 116/GOA/88) as NULL and VOID;

And whereas, the Inspector General of Societies (South), Margao, Goa, has held that the Managing Committee of the Society elected for the period 21/12/2024 to 21/12/2025 was illegal, ultra vires, and of no legal effect due to serious violations of the basic membership qualifications prescribed under Rule 4(a) of the Constitution of the Society, leading to severe mismanagement of the affairs of the Society;

And whereas, the Inspector General of Societies/District Registrar (South), Margao, by its Judgment and Order dated 14/11/2025, and the State Registrar-cum-Head of Notary Services vide Note dated 07/01/2026 recommended for an appointment of an Administrator.

And whereas, the Government, upon examination of the material on record is satisfied that the conditions specified under Section 20-AA of the Societies Registration Act, 1860 as in force in the State of Goa are fulfilled.

Now, therefore, in exercise of the powers conferred by Section 20-AA of the Societies Registration Act, 1860 as in force in the State of Goa, the Government of Goa hereby appoints Mr. Ganesh Barve, Deputy Collector & Sub Divisional Officer-I, Salcete, Matanhy Saldanha Administrative Complex, South Goa District, Margao, Goa, as the Administrator of “Gulistan Muslim Residents Association”.

Functions of the Administrator:

The Administrator shall:

- a) Resolve the membership issue in terms of the records of the Society.
- b) Hold free and fair proper elections as per the bye-laws of the Society.

This Order shall be in force for a period of six (06) months from the date of issue of this Order, unless extended by the Government.

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

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

Porvorim.

**Order**

No. 1/6/2014-LD(Estt.)/Part-I/1298

Date : 05-Jun-2026

Read: Order No. 1/7/2014-LD(Estt.)/1089 dated 10/6/2016.

Government of Goa has decided to drop the name of Advocate Shri Arun Talaulikar, Additional Government Advocate from the panel before Hon'ble High Court of Bombay at Goa and to discontinue him from appearing in all the cases of Government of Goa before the Hon'ble High Court of Bombay at Goa for defending the interest of the Government of Goa, with effect from 01/06/2026.

Shri Arun Talaulikar, Additional Government Advocate shall handover all the brief with him if any to the concerned Departments directly under intimation to Law Department (Estt.), Secretariat, Porvorim-Goa.

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

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

Porvorim.

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

No. 6/13/2017-PER/1709

Date : 02-Jun-2026

Smt. Darshana S. Narulkar, Additional Director-cum-General Manager (DIC), Directorate of Industries, Trade and Commerce shall hold the charge of Secretary, Goa State Election Commission, in addition to her own duties with immediate effect.

This issues on the recommendation of Goa Services Board.

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

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

Porvorim.

**Department of Public Health****Notification**

No. 13/20/2026-I/PHD/840

Date : 27-May-2026

In exercise of the powers conferred by Regulation 1.2.1.5 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulations, 2011 and in supersession of the Government Notification No. 13/10/2007-I/PHD/(Part)/2570 dated 25/11/2021, published in the Official Gazette, Series II No. 37 dated 09<sup>th</sup> December, 2021, I, Shri Yetindra M. Maralkar, IAS, the Commissioner of Food Safety, hereby notifies the Officers specified in Column (2) of the Table below as the "Registering Authority", for the purposes of registration under the said Regulations in respect of the areas specified in the corresponding entries in Column (3) of the said Table.

TABLE

Sr. No.	Name of the Officer and Designation	Registering Authority for the Areas/Talukas
(1)	(2)	(3)
(1)	Flavia De Souza, Senior Food Safety Officer	North Goa
(2)	Rajaram P. Patil, Senior Food Safety Officer	
(3)	Shradha A. Khutkar, Senior Food Safety Officer	
(4)	Yogeeta D. Sirsat, Senior Food Safety Officer	
(5)	Niranjan S. Naik, Senior Food Safety Officer	
(6)	Amit @ Vijendra M. Mandrekar, Food Safety Officer	
(7)	Sneha S. Gaude, Food Safety Officer	
(8)	Lenin Joe Paul D'Sa, Food Safety Officer	
(9)	Darlane Michel Diukar, Food Safety Officer	
(10)	Priya A. Desai, Senior Food Safety Officer	South Goa
(11)	Shivdas Naik, Senior Food Safety Officer	
(12)	Shailesh Shenvi, Senior Food Safety Officer	
(13)	Madhav D. Kavlekar, Senior Food Safety Officer	
(14)	Ankita P. Palyekar, Food Safety Officer	
(15)	Shruti S. Pilanekar, Food Safety Officer	
(16)	Sujata P. Shetgaonkar, Food Safety Officer	Kushavati
(17)	Atul A. Dessai, Food Safety Officer	
(18)	Zenia Ruth Rosario, Food Safety Officer	
(19)	Pritam Pralhad Parab, Food Safety Officer	
(20)	Keyne Daisy Carvalho, Food Safety Officer	

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

Sd/-, Commissioner, Food Safety, Goa, Secretary (Health).

Porvorim.

### Order

No. 4/4/2007-II/PHD/Part/1503

Date : 08-Jun-2026

On recommendation of the Goa Public Service Commission as conveyed vide their Letter No. COM/II/11/30(4)/2026/27 dated 27/04/2026, Government is pleased to promote Dr. Ankush B. Patil, Lecturer to the post of Assistant Professor in the Department of Forensic Medicine (Group "A" Gazetted)

in Goa Medical College and Hospital, Bambolim on regular basis in the Level 11 of Pay Matrix (PB-3; Rs. 15600-39100/- + GP. Rs. 6600/-) and other allowance to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due promotion of Dr. Mandar Kantak to the post of Associate Professor in the Department of Forensic Medicine vide Order No. 4/4/2007-II/PHD/Part/402 dated 18/02/2026.

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

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

Porvorim.

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**Department of Revenue**

**Order**

No. 12/06/03/2025-RD/8279

Date : 25-May-2026

Whereas, certain first appeals filed under Section 19 (1) of the Right to Information Act, 2005 have remained undisposed beyond the period prescribed under Section 19 (6) of the Act;

And whereas, the present First Appellate Authority had acted as the Public Information Officer in the concerned matters prior to redesignation and therefore cannot adjudicate the said appeals in view of the principles of natural justice;

Now therefore, Government hereby designates the Deputy Collector (Revenue), North Goa as the First Appellate Authority solely for the purpose of disposal of the following appeals:

Sr. No.	File No.
1.	AC-III/12-JTS/RTI/FAA/2025
2.	AC-III/10-JTS/RTI/FAA/2025
3.	AC-III/11-JTS/RTI/FAA/2025
4.	AC-III/09-JTS/RTI/FAA/2025

This designation is restricted only to the aforesaid appeals and shall cease to have effect upon disposal of the said appeals. The same shall not affect the general designation made vide Government Order No. 30/01/2005-RD-I/6928 dated 21/04/2025.

The designated authority shall dispose of the appeals expeditiously in accordance with law.

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

Panaji.

**Notification**

No. 28/4/3/2026/RD-I/700

Date : 02-Jun-2026

In exercise of the powers conferred by the second proviso to clause (ii) of sub-section (6) of Section 32 of the Goa Land Revenue Code, 1968 (Goa Act No. 9 of 1969), the Government of Goa hereby exempts Atma Vishvas, Gawde-wada, Mandrem, Pernem-Goa, a society registered under the Societies Registration Act, 1860 (Act No. 21 of 1860) before the office of Inspector General of Societies, North Goa, Panaji under No. 654/Goa/2007 dated 05/10/2007, from the payment of fees amounting to Rs. 10,80,000/- (Rupees Ten lakhs and eighty thousand only) payable under the said Code, for conversion of the land admeasuring an area of 3,000 sq. mts., surveyed under Survey No. 46 sub-division No. 0 of Tuem Village

of Pernem Taluka, District North Goa, State of Goa, subject to the condition that the said land shall be used exclusively for institutional purpose i.e. for running a special school for differently abled children.

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

*Vrushika Kauthankar*, Under Secretary (Revenue-I).

Porvorim.

### Addendum

No. 35/01/01/2024-RD/721

Date : 05-Jun-2026

Read: Order No. 35/01/01/2024-RD/2953 dated 28/10/2025.

In the Government Order mentioned above, after serial number 18, the following shall be added, namely:

“ 

19	25	CUSTOMS-BOND OR EXCISE-BOND
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 ”.

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

*Vrushika P. Kauthankar*, Under Secretary (Revenue-I).

Porvorim.

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### Department of Town and Country Planning

#### Notification

No. 36/18/39A/Notification (INF)/TCP/2026/494

Date : 10-Jun-2026

Whereas, the Government of Goa has issued direction 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 (6) of the Table below (hereinafter referred to as “the said Proposals”);

TABLE

Sr. No.	Survey No./SubDivision 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)
1.	291/0, 292/0, 296/0, 270/0, 290/0	Salvador Do Mundo Bardez	Sy. No. 291/0 Natural Cover Total Area (21425) Sy. No. 292/0 Partly Settlement) Partly Natural Cover Partly Natural Cover with No Development Slope, Total Area (112704) Sy. No. 296/0, Natural Cover Total Area (76950)	No Development Zone	2,69,679 m2	Approved as Non Developable Area of 217109 m2 leaving an area of 52,570 m2 under Settlement Zone.

			Sy. No. 270/0 (Partly Orchard Partly Natural Cover Total Area (35450) Sy. No. 290/0 Partly Settlement Partly Natural Cover Total Area (23150)			
2.	399/1-A, 313/0	Mandrem Pernem	Sy. No. 399/1-A Partly Orchard & Partly Orchard with No Development Slope Total Area (98307) Sy. No. 313/0 Partly Orchard & Partly Orchard with No Development Slope Total Area (130560)	No Development Zone	228867m2	Approved as Non Developable Area.
3.	122/1-A, 122/1-B	Morjim Pernem	Sy. No. 122/1-A Partly Settlement, partly Paddy, partly Orchard & partly Parking Sy. No. 122/1-B Partly Settlement, partly Paddy & partly Orchard Total Area (32376)	Playground	32376m2	Approved as Non Developable Area.
4.	87, 88, 92	Cavelossim Salcete	Sy. No. 87 Partly Paddy Field Partly Orchard Partly Mangrove, Partly Settlement (Subject to confirmation by Agriculture Department for agriculture) Sy. No. 88 Partly Paddy Field Partly Orchard Sy. No. 92 Partly Settlement (Subject to confirmation by Agriculture Department for agriculture) Partly Paddy Field Partly Orchard	No Development Zone	Sy. No. 87 Sy. No. 88 Sy. No. 92 Total Area (103875)	Approved as Non Developable Area.

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. 7 of the 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 (47)/TCP/2026/172 dated 18-03-2026, published in the Official Gazette, Series III No. 51 dated 20-03-2026 (as regards proposals at Sr. No. 1, 2 & 3);
- ii Vide Notification No. 36/18/39A/Notification (52)/TCP/2026/271 dated 15-04-2026, published in the Official Gazette, Series III No. 3 dated 16-04-2026 (as regards proposals at Sr. No. 4); and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rules (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to, Sr. No. 1, 2, 3 & 4 in its 234<sup>th</sup> Meeting held on 04/06/2026, 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. (7) 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 (6) 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.

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**Notification**

No. 36/18/39A/Notification (36F)/TCP/2026/496

Date : 10-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 m <sup>2</sup>	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Krishna P. Naik	338/3-G	Aldona, Bardez	Orchard Total Area (240)	Settlement Zone	240	Approved for change of zone an area of 240m <sup>2</sup> from Orchard to Settlement Zone.
2.	Avinash Gurudas Fadte & Others	110/12-E	Jua, Tiswadi	Orchard Total Area (321)	Settlement Zone	321	Approved for change of zone an area of 321m <sup>2</sup> from Orchard to Settlement Zone.
3.	Dasharath Ramchandra Ghadi and Dipasvi Dashrath Ghadi	9/1-K	Socorro, Bardez	Orchard Total Area (259)	Settlement Zone	259	Approved for change of zone an area of 259m <sup>2</sup> from Orchard to Settlement zone.
4.	Zarina Riazuddin Shaikh	103/3-I	Carapur, Bicholim	Cultivable Land with Irrigation Command Area Total Area (300)	Settlement Zone	300	Approved for change of zone an area of 300m <sup>2</sup> from Cultivable Land with Irrigation Command Area to Settlement zone with Irrigation Command Area. The secondary development shall be permitted strictly after obtaining NOC from Water Resources Department.

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(46)/TCP/2026/171 dated 18-03-2026, published in the Official Gazette, Series III No. 51 dated 20-03-2026 (as regards proposals at Sr. No. 1, 2, 3 & 4) and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rules (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to, Sr. No. 1, 2, 3 & 4 in its 232<sup>nd</sup> Meeting held on 04-05-2026 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.

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