

Panaji, 30th July, 2026 (Sravana 8, 1948)

SERIES II No. 18

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are three Extraordinary issues to the Official Gazette, Series II No. 17 dated 23-7-2026 as follows:-

- 1. Extraordinary dated 24-7-2026 from pages 481 to 855 regarding Notification from State Election Commission, Goa.*
- 2. Extraordinary (No. 2) dated 28-7-2026 from pages 857 to 864 regarding Orders and Notifications from State Election Commission, Goa.*
- 3. Extraordinary (No. 3) dated 29-7-2026 from pages 865 to 866 regarding Order from Goa Legislature Secretariat.*

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry and Veterinary Services

Addendum

No. 15-34(1)/NDLM/BP/2026-27/2282

Date : 22-Jul-2026

Read: Order No. 15-34(1)/NDLM/BP/2025-26/8141 dated 11-03-2026.

Sub.: Constitution of Ward Level Nodal Officers (WLNO), Zonal Level Nodal Officers (ZLNO) and City Level Nodal Officer under NDLM in North Goa District.

In slight modification to the above referred to Order in para 1, Tabulation after Serial No. 5, the following to be added as Serial No. 6 for Sanquelim Municipal Council:

	Urban Areas	Ward No.	WLNO	ZNLO	CNLO
6	Sanquelim Municipal Council	I to XII	V.A. KVSC Sanquelim	V.O. VD Bicholim	AD, VH Honda

Rest all remains unaltered.

This has the approval of the Government vide U. O. No. 10665/F dated 23/01/2026 and U. O. No. 88/F dated 06/07/2026.

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

Dr. Nitin Naik, Director & ex officio Jt. Secretary (AH).

Panaji.

Addendum

No. 15-34(1)/NDLM/BP/2026-27/2283

Date : 22-Jul-2026

Read: Order No. 15-34(1)/NDLM/BP/2025-26/8140 dated 11-03-2026.

Sub.: Constitution of Ward Level Nodal Officers (WLNO), Zonal Level Nodal Officers (ZLNO) and City Level Nodal Officer under NDLM in South Goa District.

In slight modification to the above referred to Order, in para 1, Tabulation after Serial No. 3, the following is added as Serial No. 4 for Ponda Municipal Council:

	Urban Areas	Ward No.	WLNO	ZNLO	CNLO
4	Ponda Municipal Council	I to XV	V. A. VH Ponda	V.O. VH Ponda	AD, VH Ponda

Rest all remains unaltered.

This has the approval of the Government vide U. O. No. 10665/F dated 23/01/2026 and U. O. No. 88/F dated 06/07/2026.

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

Dr. *Nitin Naik*, Director & ex officio Jt. Secretary (AH)

Panaji.

◆◆◆

Department of Forest

—

Order

No. 4/1/2024-FOR/261

Date : 15-Jun-2026

Read: Order No. 4/1/2024-FOR/259 dated 12/06/2026.

The Government of Goa is pleased to order posting of the following officers in public interest with immediate effect:-

Sr. No.	Name of Officer and present posting	Posted as
1.	Shri Vilas P. Gawas, Assistant Conservator of Forest, awaiting posting	Assistant Conservator of Forest, Legal Cell.
2.	Shri Shamsundar L. Gauns alias Shri Shamsunder Laxman Gawas, Assistant Conservator of Forest, awaiting posting	Assistant Conservator of Forest, Social Forestry, Parks & Garden Division, Ponda.
3.	Shri Paresh Porob, Assistant Conservator of Forest	Assistant Conservator of Forest, Zoo Manager, Bondla (Additional charge-Assistant Conservator of Forest, Wildlife & Eco-Tourism, North)
4.	Shri Siddesh Upaso Gaude (ST), Assistant Conservator of Forest, awaiting posting	Assistant Conservator of Forest Wildlife & Eco-Tourism (South), Margao

The above officers shall continue to hold their respective charge as Range Forest Officer until further orders from Goa Forest Department in addition to above charge.

This supersedes earlier Order dated 12/06/2026, read in the preamble.

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

Sitaram Gurudas Sawal, Under Secretary (Forest).

Porvorim.

Notification

No. 17/2/2025/FOR/279

Date : 08-Jul-2026

In pursuance to the letter dated 27/09/2025 of Forest Conservation Division of Ministry of Environment, Forest & Climate Change (MoEF&CC), Government of India and to address the challenges and management of the Compensatory Afforestation (CA) for use of forest land for non-forestry purposes under the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, the Government of Goa is pleased to order establishment of a dedicated Project Management Unit (PMU) at Van Bhawan, Altinho, Panaji-Goa 403001 to support the creation of Land Banks to facilitate the User Agencies in identifying degraded forest lands for CA and to provide guidance in the preparation and submission of proposals under the Van (Sanrakshan Evam Samvardhan) Rules, 2023.

2. The PMU will consist of the following officers:

- | | |
|---|--------------------|
| i. The Nodal Officer, VSESA | — Chairman |
| ii. The Conservator of Forests (Conservation) | — Member |
| iii. The Dy. Conservator of Forests (North) | — Member |
| iv. The Dy. Conservator of Forests (South) | — Member |
| v. The Dy. Conservator of Forests (Kushavati) | — Member |
| vi. The Dy. Conservator of Forests (Wildlife & Eco-Tourism), North | — Member |
| vii. The Dy. Conservator of Forests (Wildlife & Eco-Tourism), South | — Member |
| viii. The Dy. Conservator of Forests (Monitoring & Evaluation) | — Member Secretary |

The VSESA wing of the Van Bhawan will function as the establishment of the PMU. The DCF (M&E) will act as the DDO under the PMU.

The PMU shall assist in identifying land parcels for the creation of Land Banks, to support User Agencies in locating degraded forest lands for Compensatory Afforestation and to provide guidance in the preparation and submission of proposals.

This is issued with the approval of the Competent Authority.

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

Sitaram Gurudas Sawal, Under Secretary (Forest).

Porvorim.

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

No. 28/16/2026-LAB/314

Date : 14-Jul-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s Watson Pharma Private Limited, Plot Nos. A3 to A6, Phase 1-A, Verna Industrial Estate, Verna-Goa and it's Workman represented by Goa Pharma Mazdoor Sangh in respect of the matter specified in the Schedule hereto;

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

Now, therefore, in exercise of the powers conferred by Clause (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 Watson Pharma Private Limited, situated at Plot Nos. A3 to A6, Phase 1-A, Verna Industrial Estate, Verna, Salcete-Goa in dismissing Shri Ranjeet Rathod, Junior Officer (Production), w.e.f. 22/12/2025, is legal and justified?
- (2) If not, to what relief the workman is entitled?

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

Sitaram G. Sawal, Under Secretary (Labour).

Porvorim.

Order

No. 28/18/2026-LAB/327

Date : 22-Jul-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete-Goa and it's Workman Shri Chinmaya Sethi, 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 Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete-Goa in dismissing Shri Chinmaya Sethi, CVC Machine Operator with effect from 12/12/2024 is legal and justified?
2. If not, to what relief the workman is entitled?

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

Notification

No. 28/02/2026-LAB/Part-III/319

Date : 16-Jul-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 11/06/2026 in Case No. Ref. LC-II/IT/01/2025 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Sitaram G. Sawal, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. Ref. LC-II/IT/01/2025

Shri Shantaram A. Raul,
Rep. by Gomantak Mazdoor Sangh,
G-5, Macedo Apartment,
Tisk, Ponda Goa (403 401).

..... Workman/Party-I

V/s

The General Manager (H. R.),
M/s Chowgule Industries Pvt. Ltd.,
D. B. Bandodkar Marg, Campal,
Panaji-Goa (403 001).

..... Employer/Party-II

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

Party-II/Employer represented by Ld. Rep. Shri K.V. Nadkarny.

Panaji, Dated: 11/06/2026.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 02/01/2025, bearing No. 28/73/2024-LAB/5 referred the following dispute for adjudication to this Labour Court-II of Goa, Panaji-Goa.

- “(1) *Whether the action of the Management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa, in transferring the services of Shri. Shantaram A. Raul, Store Executive/Store Clerk, with effect from 02/05/2023, 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/01/2025 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short ‘Workman’), filed his Statement of Claim on 12/02/2025 at Exb-3. The fact of the case in brief as pleaded by the Workman is that he was employed as a “Store Assistant” vide appointment letter dt. 06.08.2010 at Colvale Branch. He stated that at the time of his appointment, he has specifically informed the Management that he is coming from Vengurla, Sindhudurg and he will join the service if his appointment is at Colvale (Karaswada, Mapusa area). He stated that the Employer/Party-II (for short, the ‘Employer’) has issued him an appointment letter dt. 06/08/2010 appointing him at Swaraj Mazda Ltd. workshop store Colvale, Bardez-Goa and thereafter when the Employer has taken the dealership of Eicher at Colvale, he continued to work in the said store at Colvale. He stated that vide his joining letter dt. 23/03/2023, he has joined the Union namely, Gomantak Mazdoor Sangh. He stated that on receipt joining letter dt. 23/03/2023, the Union, vide their letter dt. 28/03/2023, informed the Management that he has joined the Union and enrolled him as their member. He stated that on the receipt of the information of joining the Union, the Employer Management started harassing him. He stated that there was no exigencies of work at Porvorim and infact there is an exigency at Colvale workshop. He stated that after his transfer, new person was appointed on his place to carry out his work in the store department. He stated that as a part of harassment, he was transferred at Verna vide Transfer order dt. 02/05/2023 knowing well that he will not be able to attend the duty from Vengurla to Verna. He stated that on receipt of the said malafide transfer, he has made representation to the Managing Director on 17/05/2023 wherein he has categorically stated that his transfer order is illegal and bad in law as it is not issued by the appointing authority. He stated that the appointment order was issued by Managing Director on 06/08/2010, whereas the malafide transfer was issued by the Manager (HR), he is not authorized to issue the transfer. He stated that in his representation, he has stated that because he joined the union and union has informed the management that he has joined the union, the management has illegally issued him the malafide transfer only to victimize and harass him for joining the union. He stated that as there was no response from the Management, he has raised a dispute through his Union, vide letter dt. 25/05/2023 to Dy. Labour Commissioner, Panaji. He stated that on the receipt of the said dispute the Dy. Labour Commissioner called both the Parties for joint discussions which ended in failure.

4. He stated that at the time of transfer, his designation was store executive. He stated that though his designation was store executive, he was doing the work of clerk. He stated that his normal duties were as under: a) Physically preparation of requisition and attaching it to the job card, to prepare the requisition and to issue the material/parts to the customer after physically preparing the bills, Counter sale to the customer and preparation of requisition and bills, to physically feed the entries in the computer system as per the SAP of the material/parts sold, to physically feed the entries in the computer system as per the SAP of the inward material/parts purchased by the Company, To physically check the material/parts in the rack and doing the verification physically, Maintain files, After opening the parcels, to physically check the material/parts and enter the data by physically feeding the data in the computer as per the SAP system, check them and enter into SAP, physically checking the material/parts in one rack every day and verifying with the computer system. He stated that besides this, he was doing other clerical work as per the instructions of his store Manager, being a store clerk, he has to receive the material/parts and also issue the material/parts to the customer physically. He stated that he was also not having the power of sanctioning of leave of any workers. He stated that he was also not having the supervisory, managerial and administrative powers. He stated that he was not issued any letter or authority to represent the Employer and take decisions on behalf of the Employer before any authority. He submitted that the action of the management in transferring his services is malafide, illegal and bad in law as it is issued only to harass and victimize him for joining the Union. He submitted that as the transfer order is illegal, malafide and bad in law. The Workman therefore prayed that this Hon'ble Tribunal be pleased to declare that the transfer is Malafide, illegal and bad-in-law and to declare that the action of the Employer in transferring him is illegal, unjustified and malafide and further direct the Employer to cancel the malafide transfer and post him at his original place of appointment prior to transfer.

5. The Employer controverted the aforesaid claim of the Workman by filing its written statement on 12/03/2025 at exb.5. The Employer, as and by way of his reply, submitted that the entire reference made to this Hon'ble Labour Court by the Govt. of Goa is not maintainable and same is bad in law for following amongst others grounds each of which are without prejudice to one another that the reference made by the Government is bad in law for non application of mind, that the Govt. failed to consider written and documentary evidence placed before the conciliation media during the conciliation proceedings, that the Govt. failed to scrutinize the facts from the documents placed before the conciliation officer and the proceedings as recorded by the conciliation officer in his failure report, that the Workman was employed with the Employer as an executive and designated as Store executive and drawing a salary over 26,000/- per month and as such he is not Workman as defined u/s 2(s) of the I. D. Act, 1947, that the DLC and conciliation officer erred in allowing and or entertaining union in the matter of raising of dispute on behalf of person who cannot be enrolled as a member of the union under trade union act, as the concerned person not being a Workman as defined u/s 2 (s) of the I. D. Act, 1947, that the union constitution and bye-laws has no provision for enrolling non-workman category person as its member, that the union cannot represent the Workman before the office of the DLC and conciliation officer unless they are authorized by a letter of authority to represent concerned employee, that DLC and conciliation officer has no authority under the provisions of I.D. Act, 1947 to allow a trade union to raise issue directly on behalf of a person who cannot be enrolled as a member, such person not being a Workman as defined u/s 2(s) of the I.D. Act, 1947, that the union is not a party to the reference. That from the order of reference, it is clear that the party to the reference is a Workman and not President of the Union and that even the notice issued by this Hon'ble Tribunal also states that party to the reference is the Workman represented by the President of the Union, Gomantak Mazdoor Sangh. Therefore, statement of claim signed and filed in his capacity as the President of the union is rejected, as the President of the Union is not a party to the present reference as per order of reference, that the President of the union has no locus standi in the matter to file statement of claim in the present reference, hence Statement of claim filed by President of the union be rejected, that President of the union can always represent the Workman as provided for under section 36 of the Industrial Disputes Act, 1947, after filing his letter of authority as provided for in the said section and that no such authority letter is filed in the Present case, that the statement of claim as filed by the President under his signature as the President of the union and also verified by the President of the Union is bad in law as Union or its President is not a party to the reference under adjudication before this Hon'ble Labour Court, that order of reference and schedule of reference as reproduced herein above states that present reference is between the individual Workman and themselves that from the order of reference it is clear that party to the reference is between the Workman, there is no reference to Union or its president in the order of reference.

6. Without prejudice to the foregoing preliminary objections as to maintainability of the present reference stated that it is a private Limited company carrying on its business of sales and services of Maruti and Eicher Motor vehicles as authorized Maruti dealer in the State of Goa and Maharashtra having its office at Panaji-Goa. The Employer stated that for the purpose of running of business of sales and services of vehicles of Maruti and Eicher Motors as authorized dealer, they are employing different categories of employees like mechanical, electrical engineers, technician, mechanics, fitters, helpers, painters, car-washers as workmen and also officers. The Employer stated that in that process, they had also employed the Workman initially as Assistant in the store department in October, 2007 on contract basis and at the time of termination of his services the Workman was holding a post of executive category and designated as stores executives. The Employer stated that at the time of his initial appointment with them, the Workman had personally approached Works Manager at Karaswada, Bardez, Goa with his application dt. 25/7/2007 for a job in its employment. The Employer stated that the Workman has appointed as a Assistant in the stores for Karaswada workshop on contract basis from 1st October, 2007 on a salary of Rs. 3,000/-. The Employer stated that ever since submitting his application dt. 25/7/2007 for job, the Workman was regularly approaching its Work Manager at its work shop at Karaswada, Bardez, Goa for inquiring about his application for job with them as he was then employed at a private garage nearby. The Employer stated that, in the month of October, 2007, its Work Manager interviewed him and forwarded his application to the General Manager HR and Manager HR with his recommendation for his employment where he was interviewed and since found suitable upon considering data submitted by him for employment with them. He was directly recruited and appointed with them in October, 2007 on temporary and contract basis, without issuing any letter of employment. The Employer stated that however, subsequently the Workman was issued a temporary appointment letter dt. 05/11/2008. The Employer stated that during the period of temporary appointment with them, the Workman was paid total salary of Rs. 3,000/- and as required he was also made a member of provident fund and Employees State Insurance. The Employer stated that the Workman was given the PF No. GA/09821/4746 and ESI No. 1111001 and his contribution was remitted regularly to both the organizations as required under the provisions of both the Acts in force in State of Goa. The Employer stated that subsequently when a regular vacancy for the post of Store Assistant was created in the year, 2010, the Workman was appointed on regular basis and was issued a letter of appointment dt. 06/08/2010 whereby he was appointed as Store Assistant at its Colvale Branch which was in continuation to its earlier letter of appointment dt. 05/11/2008. The Employer stated that vide letter of appointment, the Workman was kept on probationary period of six months w.e.f. 01/07/2010. The Employer stated that the Workman, while accepting the terms and conditions of the appointment letter dt. 06/08/2010 has signed below the terms and conditions of his employment with them after duly filling name and address of his nominee in his own handwriting by recording further in the terms and conditions of his employment with them. The Employer stated that the Workman, after his appointment with them, was initially posted at its work shop at Colvale. The Employer stated that the appointment letter of the Workman contained terms and conditions of his employment with them and clause 18 of his appointment clearly confirmed that the appointment of the Workman with them was transferrable anywhere in Goa and outside where it has its establishments. The Employer stated that the Workman has accepted the said letter of employment with them with the terms and conditions forming part of his employment with them by duly signing the duplicate copy of the appointment letter in token of acceptance of the terms and conditions of his employment with them. The Employer stated that by letter dt. 05/04/2011 the Workman was confirmed in the services and was placed in the pay scale SE and designated as Stores Assistant. The Employer stated that subsequently, after watching his performance, the Workman was regularly granted increments every year. The Employer stated that thereafter in the year, 2019, the Workman was promoted to the executive grade and was designated as Stores Executives after giving the Workman substantial rise in salary. The Employer stated that in the year, 2023 the salary of the Workman reached to Rs. 26,904/- and hence the Party-I is not "Workman" as defined u/s 2(s) of the I. D. Act.

7. The Employer stated that due to administrative requirement services of the Workman were transferred from Colvale Eicher workshop stores to Verna Eicher Workshop Stores in terms of clause 18 of terms and conditions forming part of his appointment letter. The Employer stated that the said transfer order was served on the Workman in the afternoon session on 02/05/2023. The Employer stated that immediately on receipt of the transfer order the Workman left his stores office and went out of his place of work i.e. Colvale Stores office and disappeared from Colvale Stores without informing anybody and without handing over the charge of his assignment of his portfolio to anybody and without receiving

release order of his post of stores executives at Colvale. The Employer stated that the Workman never reported at the place of transfer from the date of his transfer and absented himself without any intimation, information of any nature from the afternoon session on 02/05/2023. The Employer stated that however on 17/05/2023 i.e. after nearly 15 days, the Employer received a letter from the Workman addressed to its Managing Director. The Employer stated that in response to the said letter dt. 17/05/2023 received from the Workman they had sent a reply under registered A/D and dt. 19/05/2023 wherein they had advise the Workman in their letter to report back for duties immediately and unconditionally upon receipt of its letter dt. 19/06/2023. The Employer stated that the said letter was sent by registered A/D on the home address of the Workman, in its records of the company as registered by him, was returned back by postal authorities with a remark in Marathi “Tapas Lagat Nahi” meaning not traceable. The Employer stated that thereafter they had sent a final show cause notice dt. 14/08/2023 directing the Workman to show cause as to why his name should not be struck off from its role for remaining absent from duties for 103 days without any intimation and/or permission for leave of absence, or filed any application for leave for being absence since, 02/05/2023. The Employer stated that the said letter was also sent by registered A/D post on home address registered with them by the concerned employee. The Employer stated that the said letter was also returned back by the postal authorities with a remark “addressee left without instruction.” The Employer stated that considering the fact of the case and the status of the Workman not being a Workman as defined u/s 2(s) of the I. D. Act, 1947 facts may be correctly recorded and decided before proceedings with the matter as Industrial Disputes. The Employer denied the overall claim as pleaded by the Workman and prayed for dismissal of the present reference.

8. Thereafter, the Workman filed his Re-joinder on 27/03/2025 at Exb. 6. The Workman, as and by way of his re-joinder, confirms and reiterates all their submissions, averments and statements made in their Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to their Statement and averments made in their Claim Statement.

9. Based on the pleadings filed by both the parties this Hon’ble Court was pleased to frame the following issues on 11/04/2025 at Exb.7. The said issues have been updated pursuant to the amendment of the written statement by the Employer.

1. *Whether the Workman/Party-I proves that he is a “workman” within the meaning of Section 2(s) of the I. D. Act, 1947?*
2. *Whether the Workman/Party I proves that the action of the management of the Employer in transferring his services vide order dated 02/05/2023 is illegal and unjustified?*
3. *Whether the Employer/Party-II proves that the present reference is not maintainable and bad-in-law in view of the reasons stated in para 2 (a, b, c, e, f, g and h) of the Written Statement?*
4. *Whether the Workman/Party I proves that he is entitled to any relief?*
5. *What order? What award?*

10. On 10/04/2026, Ld. Rep. Shri P. Gaonkar appeared for the Workman and Ld. Rep. Shri K.V. Nadkarny representing the Employer appeared before the Hon’ble Court and orally sought time for the production of documents and case was adjourned to 11/06/2026. On 11/06/2026, Ld. Rep. Shri P. Gaonkar appeared for the Workman as well as Ld. Rep. Shri K. V. Nadkarny representing the Employer submitted that both the parties have arrived at an amicable settlement on 04/06/2026 and submitted that in view of the settlement between the parties hereinabove, the present dispute be disposed off as settled. The application is supported by a memorandum of settlement u/s 2(zi) of the Industrial Relation Court 2020 between the parties hereinabove.

11. The said terms of settlement are reproduced hereunder:

1. Terms of Settlement:

1. It is agreed by both the parties to settle the dispute on monetary consideration of total sum of Rs. 12,97,419/- (Rupees Twelve lakhs ninety-seven thousand four hundred and nineteen only) which shall be paid by the Employer towards the full and final settlement of all claims as per the award dated 10th March, 2026 bearing Ref. No. IT/39/2024 which is inclusive of Salary up to May 2026 and a bonus for F.Y. 2022-2023. Over and above this amount Workman shall be entitled to gratuity.

2. It is agreed by the Workman to authorize the Employer to deduct 10% of the settlement amount which amounts to Rs. 1,29,741/- (Rupees One lakh twenty-nine thousand seven hundred and forty-one only) towards the union contribution towards service rendered to the Workman for conducting the above matter. The management agreed to hand over the Demand Draft to the Union).
3. The Workman acknowledges and agrees that the settlement amount constitutes complete satisfaction of all monetary and non-monetary claims, including but not limited to back wages, claims or damages as awarded by the Industrial Tribunal and Labour Court and any other employment related claim of whatsoever nature.

2. Mode of Payment of Settlement Dues:

1. Out of the total settlement amount as mentioned in Clause 1.1. of the said agreement, Rs. 11,67,678/- (Rupees Eleven lakhs sixty-seven thousand six hundred and seventy-eight only) has been paid by the Employer to the Workman by way of cheque bearing cheque No. 000031 dated 03/06/2026 drawn on ICICI Bank.
2. As per Clause 1.2. of the said agreement, 10% of the settlement amount which amounts to Rs. 1,29,741/- (Rupees One lakh twenty-nine thousand seven hundred and forty-one only) has been paid by the Employer to the Union by way of cheque bearing cheque No. 000029 dated 03/06/2026 drawn on ICICI Bank.
3. Workman and union have received the same and an advance receipt for the same has been issued to the Employer.

3. Satisfaction of Award:

1. The parties agree that the present settlement agreement is entered into in full satisfaction of the award passed bearing Ref. No. IT/39/2024.
2. Upon receipt of the settlement amount the Workman shall not initiate or continue any proceedings for execution or implementation of the award.
3. The Workman confirms that no further amount shall remain due and payable by the Employer.
4. It is agreed the Workman/union that they have no claims of whatever nature against the employer including reinstatement and shall not raise any claims against the Employer of whatever nature.
5. It is agreed between the parties that this settlement shall be registered before the Commissioner, Labour & Employment.

I have carefully perused the memorandum of settlement signed u/s 2(z) of the Industrial Relation Code 2020 between the Employer and the Workman Mr. Shantaram Raul which is on record at exb.15. It appears that the terms of settlement are beneficial to both the parties and hence I approve the same. Since the dispute under reference is settled between the parties, I hold that the dispute under the present reference, does not survive.

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

ORDER

1. It is held that the action of the Management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa, in transferring the services of its Workman Shri. Shantaram A. Raul, Store Executive/Store Clerk, with effect from 02/05/2023, is legal and justified, does not survive.
2. It is held that the Workman is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

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

Panaji.

Notification

No. 28/02/2026-LAB/Part-I/321

Date : 16-Jul-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29/06/2026 in Case No. IT/03/2016 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Sitaram G. Sawal, 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/03/2016

103 Workmen Rep. by
The General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments,
Tisk, Ponda-Goa

..... Workmen/Party I

V/s

M/s. Wallace Pharmaceuticals Pvt. Ltd.,
Curti, Ponda-Goa

..... Employer/Party II

Workmen/Party I represented by Shri. P. Gaonkar.

Employer/Party II represented by Learned Adv. Shri M. S. Bandodkar along with Advocate Shri P. Bandodkar.

AWARD

(Delivered on this the 29th day of the month of June of the year, 2026)

By Order dated 09/09/2015, bearing No. 28/28/2015-Lab/853, the Government of Goa in exercise of its 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 M/s Wallace Pharmaceuticals Private Limited and its workmen, for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act. The Schedule of reference is as under:

SCHEDULE

- (1) *Whether the non-employment of the 103 workmen represented by the Gomantak Mazdoor Sangh, by the management of M/s Wallace Pharmaceuticals Private Limited, Curti, Ponda, Goa with effect from 02/03/2015, is a case of refusal of employment or an instance of strike by the workmen?*
- (2) *In either case, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, it was registered as IT/03/2016 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. In their Statement of Claim, Party I stated that they are the 103 temporary workmen employed with the Party II at their pharmaceutical Plant at Curti, Ponda – Goa and they have been working as packers and doing the semi-skilled work and have been kept at daily wages for the last several years. The Party I stated that they were employed as temporary workmen but were doing the same work as was done by permanent workmen.

4. The Party I stated that the Party II is M/s Wallace Pharmaceuticals Pvt. Ltd. and is a part of the larger Wallace Group which is a privately owned Pharmaceutical & Biotechnology Group headquartered in Goa, India wherein the Wallace Group employs over 2300 personnel with offices and facilities in several key locations in India and around the world. The Party I states that the products manufactured at the Plants are all pharma products.

5. The Party I states that for the last many years, the temporary workmen were attempting to form an Union to demand for better wages, better working conditions, permanency and for raising a demand in relation to the unfair labour practices prevalent in the Plant of Party II at Curti, Ponda and further states that there was an existing union formed by the permanent workers affiliated to the Goa Union of Industrial Workers. The Party I states that the Management on the other hand had started with the policy of reconstructing production and the Company had resorted to sub-contracting of production, shifting of departments, Plant and production from the Plant at Curti to other units which amounted to reorganization due to which the service conditions were adversely affected and the temporary workmen were forced to raise a demand to the Management to cease and desist from the unfair labour practice and not to close down the production of the existing products.

6. The Party I stated that the demands of the permanent workers were also not resolved and the disputes between the permanent workmen and the management was in progress and on 01/03/2015, suddenly there was a stoppage of operation at the Factory which continued till the 2nd shift and on 02/03/2015, the Management kept all the workers out including the permanent and temporary and thereafter, after discussions with the Management, the permanent workers were allowed to resume the duty w.e.f. 03/03/2015 but temporary workmen were not allowed to resume the duty since 02/03/2015. The Party I states that in order to thwart the process of forming a Union of temporary workmen, the Party II on 02/03/2015 refused to allow the temporary workmen from entering the Factory premises. The Party I states that they were reporting for work at the Factory of Party II from 02/03/2015 but they were not allowed to join duties. The Party I states that thereafter, on 10/03/2015 they decided to join the Union by name Gomantak Mazdoor Sangh and since then continued to be the members of the Gomantak Mazdoor Sangh.

7. The Party I states that the Party II refused to pay their legal dues and the permission for termination of their employment was not obtained from the Government. The Party I states that on 10/03/2015, they wrote a letter to the Party II raising a demand that the temporary workers who have been refused employment be reinstated in service with continuity in service and full back wages and as there was no reply or any action on behalf of Party II, the Party I wrote to the Labour Commissioner vide letter dated 12/03/2015 requesting intervention in the matter of refusal of employment to 103 workmen.

8. The Party I states that the dispute in respect of Charter of Demands is also pending before this Tribunal and the workmen in this reference are connected with the said dispute. The Party I states that before termination of their services, an application u/s 33 of the Industrial Disputes Act, 1947 was not filed before this Tribunal and hence the refusal of employment is in violation of Section 33 of the Industrial Disputes Act, 1947 and therefore the refusal of employment is illegal, unjustified and bad in law and that they are entitled for reinstatement with full back wages and continuity of service.

9. The Party I states that the act of the Party II in not regularizing the 103 workmen despite there being vacancies amounts to unfair labour practice and also discrimination and violation of the principles of equality. The Party I further states that before refusal of employment, the Party II did not pay or offered them the retrenchment compensations, notice pay or any other legal dues.

10. In its Written Statement filed at Exhibit 6, the Party II submits that the Order of Reference itself is vague and does not disclose proper cause of action and states that the Party II and the Union had signed Settlement dated 05/04/2006. That in view of Clause-30 of the said Settlement, the Gomantak Mazdoor Sangh has no locus standi to raise any dispute in connection with the temporary employment and therefore the reference is bad-in-law. The Party II submits that the temporary workers who were required for work on 02/03/2015 resorted to illegal and unjustified strike and stoppage of work leaving the place of work after 1.30 p.m. on that day. Therefore, it is clear that non-employment of the temporary workmen is at the instance of the strike resorted by the temporary workmen themselves in the 2nd half of General Shift.

11. The Party II submits that the workmen are still continuing on the strike thereby attracting the provisions of Chapter V-B of the Industrial Disputes Act, 1947 which does not arise as the Management at any point of time had not terminated or refused employment to any of the workmen. The Party II further

submits that since employment of temporary workmen was depending upon the exigency of work, at no point of time on any day the Company has employed 103 temporary workmen. None of the workmen have any time completed 240 days in any period of 12 months, on that ground alone the reference ought to be rejected.

12. The Party II submits that the Employer denies that 103 workmen were employed with the Party II Plant for the last many years as packers and were doing semi-skilled work and/or were kept at daily wages for several years. It is submitted that these workmen worked as and when required for work and that they were employed as temporary workmen and were not doing the same work as was done by the permanent workmen. The Party II submits that the Party I themselves self-terminated their temporary employment and further submitted that the demand raised by the Gomantak Mazdoor Sangh vide their letter dated 12/03/2015 for a revision of the daily wages is proof that the temporary workers stopped work in order to press their demands and that there was no refusal of employment as alleged.

13. The Party II denies that they were indulging in any unfair labour practices and/or violating any principles of natural justice, including the provisions of Industrial Disputes Act, 1947. The Party II denies that the Party I/Workmen have been in continuous employment with Party II and these workmen have been employed purely on a temporary basis from time to time depending upon work requirement and the availability of the workmen. The Party II submits that the Dy. Labour Commissioner has no powers to direct the temporary workmen to report for duties again in view of the Settlement dated 05/04/2006. The Employer submits that from 11/10/2015 it has shifted the manufacturing and all connected activities from its Factory at Ponda to its site at Nalagarh in Himachal Pradesh and from that date no work is available at its Factory at Ponda even for its permanent workers who have been asked to report to the Nalagarh site and denies that any act of the Company amounts to unfair labour practice. The Party II further denies that it has terminated the services of the Party I and/or that it was required to obtain permission under the Chapter V-B of the Industrial Disputes Act, 1947. It is submitted that the Party I/Workmen have not made out a case and no case exists for granting any relief/prayer as prayed for by the Party I.

14. In the Rejoinder at Exh.7 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.

15. Considering the pleadings filed by both the Parties, following Issues were framed by this Tribunal on 01/08/2016 at Exhibit 8.

ISSUES

1. *Whether the Party I/Workmen proves that the action of Party II/Management in refusing employment to 103 temporary workmen w.e.f. 02/03/2015 is illegal and unjustified?*
2. *Whether the Party I proves that the Party II has not complied with the provisions of law and hence refusal of employment is illegal and therefore the Party I/Workmen are entitled for reinstatement with full back wages, continuity in service with consequential benefits?*
3. *Whether the Party I proves that the Party II indulged in unfair labour practices in not regularizing the workmen and giving them artificial breaks which amounted to discrimination and violation of principle of equality?*
4. *Whether Party I proves that the Party II entered into third party sub-contracting without following the procedure laid down under Section 9A of the Industrial Disputes Act?*
5. *Whether Party II proves that the Gomantak Mazdoor Sangh has no locus standi to raise the alleged demands on behalf of any temporary workmen?*
6. *What Relief? What Award?*

16. This Tribunal after considering the records and the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed as well as the oral arguments advanced by both the Parties had given its findings on the above mentioned issues in the manner stated below:

Issue No. 1	: In the Affirmative
Issue No. 2, 3 & 4	: In the Affirmative
Issue No. 5	: In the Negative

Issue No. 6 : As per Final Order

Issue No. 3 (as per the Order in : In the Affirmative
Writ Petition No. 2082/2025

17. That aggrieved by the Award dated 20/03/2025, Party II filed Writ Petition No. 2082/2025 before the Hon'ble High Court of Bombay at Goa. By Order dated 25.03.2026, the Hon'ble Court was pleased to remand the matter to this Tribunal for fresh and limited adjudication i.e. Issue No. 3, which reads as under:

Issue No. 3: "Whether the Party I workmen completed 240 days during the preceding 12 months as defined under Section 25B of the Industrial Disputes Act, 1947?"

18. This Tribunal therefore adhering to the directions of the Hon'ble High Court wish to give my Findings along with the reasons on Issue No.3 only, without interfering into the reasons and findings given on all other Issues in the Award dated 20/03/2025.

REASONS

19. *Issue No. 3:* It is the contention of Shri Puti Gaonkar that 103 temporary workmen were employed by Party II at its pharmaceutical Factory at Curti, Ponda, Goa for several years prior to 02.03.2015, many of them having been in employment since 1999, 2001, and 2005 onwards. The workmen were regularly called for work, Provident Fund and ESI contributions were deducted from their wages and remitted monthly, pay slips were issued, and they were integrated into the production process of the factory.

20. That the workmen were not casual or on adhoc engagements in any true sense. They rendered uninterrupted service for periods far exceeding one year, and therefore fall squarely within the ambit of Section 25B(1) of the Act, which deems 'a workman to be in continuous service' if they have rendered uninterrupted service for a period of one year or more. Under Section 25B(1), it is not necessary to separately prove that the workmen worked for 240 days in the preceding twelve months.

21. It is further submitted that without prejudice to the above primary contention, even if the matter is examined under Section 25B(2) of the Act (the deeming provision), the workmen are entitled to the benefit of adverse inference under Section 114, Illustration (g) of the Indian Evidence Act, 1872 (now Section 101 of the Bharatiya Sakshya Adhiniyam, 2023) on account of the Employer's deliberate failure to produce muster rolls, attendance registers, and authenticated attendance records which were within its exclusive custody and control.

22. Shri Puti Gaonkar stressed upon the fact that their claim of continuous service need not be restricted to Section 25B(2) only, when the definition of legal position of Section 25B(1) operates into two phases i.e. the workmen in order to prove that he is in continuous employment of the Employer where he is working can either prove 25B(1) or in the alternative 25B(2) for which Section 25B of the Industrial Disputes Act is reproduced herein which reads:

- a. Section 25B(1) provides that a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness, authorised leave, accident, strike which is not illegal, or a lock-out or cessation of work which is not due to any fault on the part of the workman.
- b. Section 25B(2) is a deeming fiction. It provides that where a workman is not in continuous service within the meaning of sub-section (1), he shall be deemed to be in continuous service for a period of one year if he has actually worked for not less than 240 days during the preceding twelve calendar months.

23. Thus according to Party I, sub-section (2) of Section 25B is a beneficial provision for the workman who cannot establish continuous service under sub-section (1) of Section 25B which gives the workman an alternate mode of proving his continuous service with the Employer where he is working and that the 240-day requirement of sub-section (2) is wholly irrelevant. The two sub-sections are not cumulative; they are alternative routes to establishing continuous service.

24. The Party I/Union sought to place strong reliance on the below mentioned citations in support of their above contentions and according to them the settled legal position is authoritatively laid down by the Hon'ble High Court of Bombay (Division Bench) in **Sarita Melwani v/s Pallavi Talekar, 2008(2) CLR 679**, wherein the Court held: "*It is not necessary for the workmen to separately prove that they had worked*

for a period of 240 days in the preceding year before their termination. The Division Bench expressly held that where workmen have been in uninterrupted service for a period exceeding one year, Section 25B(1) is the applicable provision and the 240-day condition under Section 25B(2) need not be established. 5

In the case of **Deepali Gundu Survase v. Kranti Junior Adhyapak Mahavidyalaya, (2013) 10 SCC 324**, the Hon'ble Supreme Court of India held that “where a workman has been in service for a considerable period, the employer cannot be heard to contend that the workman has not completed 240 days when the employer itself has failed to maintain and produce the relevant records”.

In **Jeetubha Khansangi Jadeja v. Kutchh District Panchayat**, the Hon'ble Court held that “where the workman has been employed continuously for years, the question of 240 days does not separately arise under Section 25B(1). This is consistent with the plain language of the statute: sub-section (1) speaks of “uninterrupted service for a period” — not of counting individual working days”.

25. The Learned Advocate Shri P. Bandodkar submitted that the burden of proving 240 days of actual work in the relevant twelve-month period lies exclusively on Party I. This is settled by a long and unbroken line of Supreme Court authority: The burden lies upon the workman to show by cogent evidence that he has worked for 240 days in a year. The burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. That mere oral assertion without documentary evidence is insufficient. **R.M. Yellatti v/s Asstt. Executive Engineer (2006) 1 SCC 106**, that “the burden of proof lies on the workman to show that he had worked continuously for 240 days for the preceding one year and it is for the workman to adduce evidence apart from examining himself to prove the factum of being in employment of the employer”.

26. In the case of **Ranip Nagar Palika v/s Babuji Gabhaji Thakore (2007) 13 SCC 343**, “The burden to prove the preliminary condition that the workman had worked for not less than 240 days in a year preceding the date of retrenchment is on the workman”. Similar precedent has been laid down in the case of **Range Forest Officer v/s S.T. Hadimani (2002) 3 SCC 25**.

27. Learned Adv. Shri P. Bandodkar further sought to distinguish the Judgments relied upon by the Party I contending that the case of **Sarita Melwani v/s Pallavi Talekar** is distinguishable on its own facts and cannot be applied here and a closer reading of the Judgment itself confirms why. In **Sarita Melwani**, the management had, in its own Written Statement at the pleading stage, expressly admitted that the workmen were employed from 27.01.1984 and August 1986 respectively. The dispute before the Bombay High Court was never whether the workmen were continuously engaged, since that was admitted on the pleadings, but only whether, notwithstanding admitted continuity over 17 and 14 years, the management could fragment that continuity and pay retrenchment compensation only for the years in which the workman happened to complete 240 days, treating the remaining years as not forming part of continuous service. The Division Bench rejected that approach and held that Section 25B(1) and Section 25B(2) “operate in two different fields and are mutually exclusive,” meaning that once a workman establishes uninterrupted service under Section 25B(1), the 240-day mechanism under Section 25B(2) becomes irrelevant for that period; the latter provision exists only to extend a deeming fiction of continuity to workmen who cannot establish actual uninterrupted service in the first place. The Judgment turned entirely on the Management's pleaded admission of continuity; without that admission, the analysis would never have reached Section 25B(1) at all.

28. The present case is the converse of **Sarita Melwani** in every material aspect. There is no admission by Party II, at the pleading stage or otherwise, that any workman was in continuous, uninterrupted engagement for any period. To the contrary, Party II's Written Statement and evidence have consistently denied continuity and have affirmatively pleaded intermittent, as-and-when-required engagement under Clause 30 of the 2006 binding Settlement (Exhibit 32), a position now corroborated by the admissions of Party I's own witness Shri Vasant Gaude that he was called “as and when there was work available” and that “Party II is not bound to give me work.” **Sarita Melwani's** ratio applies only once continuity is established as a threshold fact, whether by admission or by evidence; it does not relieve a workman of the burden of establishing that threshold fact in the first place where the employer disputes it throughout. Since the threshold fact of continuity is squarely in issue here, and is, on the evidence on record, disproved rather than proved, the case falls to be decided under Section 25B(2)(a), exactly as Issue No. 3 as remanded contemplates, and **Sarita Melwani** offers Party I no assistance.

29. He further submitted that in any event, even where a workman has, in earlier years, completed 240 days in some calendar years, that fact furnishes no answer to the requirement that 240 days be shown specifically within the twelve months preceding the relevant date. The Hon'ble Supreme Court has held that a workman who fell short of 240 days in the year immediately preceding the relevant date is not entitled to the benefit of Section 25F, notwithstanding that he had completed 240 days or more in several earlier years of his engagement.

30. It is an admitted position that though the appellant worked under different work schemes and completed 240 days in a calendar year only during certain days of the earlier years, he worked for substantially fewer days in the year immediately preceding his dismissal, which is below the required 240 days of working in the period of 12 calendar months preceding the date of dismissal; therefore, he is not entitled to take the benefit of the provisions of Section 25-F of the Act.

31. Further, countering the arguments as regard to the reliance being placed by the workmen on the Pay-Slips showing the initial dates of appointment and the arguments pertaining to unfair practices adopted by the Party II/Management by giving intermittent breaks to avoid permanency in their service, Learned Advocate Shri P. Bandodkar contended that the fact that a workman's Pay Slip shows an "initial date of appointment" in 2005 or any other early year does not establish continuous, uninterrupted service from that date to 2015. An initial date of joining is the date on which a person was first engaged; it says nothing about whether that engagement continued without interruption thereafter, or whether the same person was repeatedly re-engaged after gaps. The HRD Attendance Data now on record (Exhibit 91) demonstrates conclusively that even within the single twelve-month period immediately preceding 02/03/2015, no workman attended work on anything approaching all available working days. If continuity was broken even within a single year, it cannot be inferred to have been unbroken across a decade merely from an initial joining date appearing on a Pay Slip.

32. As regards to the break in service, he submitted that the ratio of permanent to temporary workmen, and the characterization of breaks as a device to avoid permanency, even if accepted as relevant to an unfair labour practice finding, does not by itself establish "continuous service" within the specific statutory meaning of Section 25B(1). Section 25B(1) is a definition section with a specific, narrow content: uninterrupted service, or service interrupted only by the enumerated categories of sickness, authorised leave, accident, lawful strike, lock-out, or fault-free cessation. A general policy of engaging more temporary workers than permanent ones, however otherwise characterized, is not one of the categories listed in Section 25B(1) and cannot be read into it.

33. Shri Puti Gaonkar on the other hand continuously stressed upon the fact that the workmen concerned in the present reference fall under Section 25B(1) which fact the Party I tried to establish on the basis of evidence led by both the Parties previously and post when the matter was remanded back. Strong reliance has been placed on Exh. 82 Colly i.e the EPFO records produced on record by the EPFO Officer when summoned to do so on the Order of the Tribunal on the application filed by Party I requesting him to produce the records. Exhibit 82 Colly, show that the workmen were enrolled with the EPF under the Company's code (GA/GOA/9843) with Dates of Joining going back to 1999 (Dayanand A. Gaonkar, EPF DOJ 01.01.1999), 2001 (Vasudev K. Gaude, EPF DOJ 13/06/2001), 2005 (Nilesh Palkar, pay slip showing joining date 20/05/2005), and various other years well prior to the relevant period.

34. Shri Eurico Noronha (MW-1), the Management's own witness, admitted in cross-examination that no exit was recorded with the EPFO for any of these workmen until 2015. This is significant, because if the workmen were truly intermittent or had breaks in service, the Employer would have recorded their exit with the EPFO at each such break. The absence of any exit until 2015 is positive proof of continuous engagement.

35. Shri Eurico Noronha admitted that Provident Fund was deducted on wages earned and remitted monthly to the EPFO, and that ESI contributions were also deposited. This monthly, regular deduction is consistent only with continuous employment, not intermittent engagement.

36. Reliance is also placed on the Pay-slips produced on record (Exhibits 22 and 23 Colly) which bear the dates of joining of the respective workmen, many of which predate the relevant period by several years. these documents show that they are the workers of Party II.

37. *444 temporary workmen employed during the period*: The documents produced by the Employer itself reveal that as many as 444 temporary workmen were employed during the twelve-month period in question. This massive scale of temporary engagement confirms that the Factory's production operations were dependent on a large, regular temporary workforce, not occasional casual hires.

38. Dismissing the claim and contention of Party II that the Order of Remand does not restrict the enquiry to Section 25B(2) only, Shri Gaonkar contended that that the reference is made in respect of Section 25B as a whole and not to Section 25B(2) alone. This Tribunal is in agreement with the above submissions of Shri Puti Gaonkar simply because Section 25B(1) and Section 25B(2) is inclusive and integral part of Section 25B i.e. 25B(1) plus 25B(2) is equal to 25B i. e. the definition of continuous service and therefore the burden is always on the workman to prove his continuous service either by way of sub-clause-1 of 25B or sub-clause 2 of 25B. The Remand Order clearly speaks of 25B and not of 25B(1) or 25B(2). That means, the Workman needs to prove the ingredients of either of 25B(1) or that of 25B(2). However there is no bar if the Workman proves the ingredients of both the sub-clauses of 25B i.e. 25B(1) or 25B(2). Keeping the above legal position at the background, Shri Puti Gaonkar contended that even if the matter is examined under Section 25B(2), the burden of proving 240 actual working days must be assessed in the light of the Employer's deliberate and persistent failure to produce the attendance records which are in its exclusive custody and control.

39. The settled position of law on the initial burden and its shifting is as follows:

- a. In **Range Forest Officer v/s S.T. Hadimani, (2002) 3 SCC 25**, the Hon'ble Supreme Court held that *"the initial burden of proving 240 days of work lies on the workman. However, this burden is not onerous-some credible primary evidence of employment, such as pay slips, PF records, or identity cards, suffices to raise a presumption"*.
- b. In **R.M. Yellatti v/s Assistant Executive Engineer, (2006) 1 SCC 106**, the Hon'ble Supreme Court held that *"when the employer is in possession of the muster rolls and attendance registers and fails to produce them despite being called upon to do so, an adverse inference under Section 114, Illustration (g) of the Indian Evidence Act must be drawn against the employer; namely, that the non-produced records would have been unfavourable to the employer's case"*.
- c. In **Director, Fisheries Terminal Division v. Bhikubhai M. Chavda, (2010) 5 SCC 21**, the Hon'ble Supreme Court reiterated that *"once the workman has led primary evidence showing employment (such as PF records or pay slips), and the employer fails to produce attendance records, the Tribunal is entitled — and indeed obligated — to draw an adverse inference that the workman has completed 240 days"*.
- d. In **Manager, Reserve Bank of India v. S. Mani, (2005) 5 SCC 100**, the Hon'ble Supreme Court cautioned that *"the adverse inference requires some primary evidence of employment. In the present case, such primary evidence exists in abundance: pay slips (Exh. 22, 23 Colly), EPF enrolment records, ESI contributions, and the admission of Party II itself that the workmen were engaged"*.

40. In rebuttal to the arguments above, Learned Advocate Shri P. Bandodkar contended that the Party I has not discharged the initial burden of proof and that no documents have been produced on record to establish that the Workmen had infact worked 240 days in the preceding year i.e. for the year 2014-2015. As such, there is no foundation on the basis of which such a inference as referred in the case of **R.M. Yellatti (2006) 1 SCC 106** and **Rajasthan State Ganganagar S. Mills (2004) 8 SCC 161** can be taken.

41. It is further submitted that the Party II's Factory since has been shifted to Nalagarh in October, 2015. It is submitted that in order to apply the observation in the case of the **Director, Fisheries Terminal Division v/s Bhikubhai M. Chavda and Manager, Reserve Bank of India v/s S. Mani** do not assist Party I. It is necessary that there has to be some primary evidence of employment before taking any adverse inference as held in both the citations above.

42. It is further submitted that the Party I's own witness Shri Gaude has stated that he is not able to bring any evidence to show that any particular workman attended 240 days' work within preceding 12 months. In the circumstances, that mere non-production of muster rolls or attendance registers, without a specific plea and proof of suppression by the Employer, do not find an adverse inference, a principle

directly recognized in **Sub-Divisional Engineer, I. P. v/s. Sarang Marotrao Gurnule, 2008(4) Mh.L.J. 514 (Nagpur)**, Party I has not pleaded, far less proved, any specific act of suppression by Party II, as distinct from the lawful, time-barred unavailability of records whose statutory retention period had already expired before the present remand arose, addressed at Section VII-A(B) above. Bhikubhai Chavda and S. Mani do not displace that qualification; they operate within it.

43. In the case of **Deepali Gunde Survase (Supra)**, this authority, too, does not assist Party I here. **Deepali Gundu Survase** proceeds on a premise that do not hold on the facts of this case, namely a failure to maintain and produce records at all. It is submitted that the Party II has, on the contrary, both maintained, in the ordinary course of its monthly payroll process and now produced the underlying primary records of attendance for the relevant twelve-month period at Exhibits 90, 91 and 92, accounting for 101 of the 103 workmen claimed. From the above records, the Party II/Employer has shown that no workman reached 240 days. Shri Bandonkar also sought to distinguish the Judgment in the case of **Jeetubha Khansangji Jadeja v/s Kutchh District Panchayat** (Supreme Court, 2022) and submitted that the Judgment does not assist Party I in drawing any adverse inference against the Party II.

44. Both the Parties to this reference hereinabove have relied upon en number of citations in support and against their specific case as pleaded in the Claim Statement as well as in the defence in the Written Statement. Among those which have been cited, there is a common Judgment relied upon by both the Parties, i.e. the Case of **R. M. Yellatti, Asst. Executive Engineer** in which the Hon'ble Apex Court also referred citations in the case of **Range Forest Officer, the case of Rajasthan State Ganganagar S. Mills Ltd.** etc. and after analyzing all the decisions given in these cases, the Apex Court in the case of Yellatti held that *"Analyzing the above decisions of this Tribunal, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid Judgments, we find that this Tribunal has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary."*

In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year.

The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the Management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon facts of each case.

Now applying the above decision to the facts of the present case, we find that the workman herein had stepped in the witness box. He had called upon the management to produce the Nominal Muster Rolls for the period commencing from 22.11.1988 to 20.6.1994. This period is the period borne out by the Certificate (Ex.W1) issued by the former Asstt. Executive Engineer. The evidence in rebuttal from the side of the management needs to be noticed. The management produced five Nominal Muster Rolls (NMRs), out of which 3 NMRs, Ex.M1, Ex.M2 and Ex.M3, did not even relate to the concerned period. The relevant NMRs produced by the management were Ex.M4 and Ex.M5, which indicated that the workmen had worked for 43 days during the period 21.1.1994 to 20.2.1994 and 21.3.1994 to 20.4.1994 respectively. There is no explanation from the side of the management as to why for the remaining period the Nominal Muster Rolls were not produced. The Labour Court has rightly held that there is nothing to disbelieve the certificate (Ex.W1).

The High Court in its impugned judgment has not given reasons for discarding the said certificate. In the circumstances, we are of the view that the Division Bench of the High Court ought not to have interfered with the concurrent findings of fact recorded by the Labour Court and confirmed by the Learned

Ssingle Judge vide Order dated 7.6.2000 in Writ Petition no.17636 of 2000. This is not, therefore, a case where the allegations of the workman are founded merely on an Affidavit. He has produced cogent evidence in support of his case. The workman was working in SD-1, Athani and Ex.W1 was issued by the former Asstt. Executive Engineer, Hipparagi Dam Construction Division No.1, Athani-591304.

In the present case, the defence of the management was that although Ex.W1 refers to the period 22.11.1988 to 20.6.1994, the workman had not worked as a daily wager on all days during that period. If so, the management was duty bound to produce before the Labour Court the Nominal Muster Rolls for the relevant period, particularly when it was summoned to do so. We are not placing this judgment on the shifting of the burden. We are not placing this case on drawing of adverse inference. In the present case, we are of the view that the workman had stepped in the witness box and his case that he had worked for 240 days in a given year was supported by the Certificate (Ex.W1). In the circumstances, the Division Bench of the High Court had erred in interfering with the concurrent findings of fact”.

45. It is a matter of record that the Party I/Workmen in the present case produced on record the below mentioned documents in order to establish the employment of the 103 workmen during the relevant period:

- a. *Pay slips showing dates of joining and wages earned (Exh. 22, 23 Colly);*
- b. *EPF enrolment records under the Employer's code GA/GOA/9843 (Exh. 82 Colly);*
- c. *Admission by Shri Eurico Noronha that the Company engaged 103 temporary workers “as and when required” and that PF was deducted and remitted monthly;*
- d. *The list of 444 temporary workmen employed during the relevant period as per the employer's own documents.*

46. Besides the documents above, the Management's own witness Shri Eurico Noronha when examined post-remand could not withstand the test of credibility and entirely demolished the case of the Management with his self-contradictory statements vis-à-vis the case set out by the Management. He admitted during the relevant 12 months the Company maintained a consistent operational daily requirement of 235 workers of which 80 were the permanent workmen and the rest being the temporary workers. He further admitted that the Company continuously remitted PF contribution of the employees working with them and that the PF deductions were done on actual wages earned by the workmen and remitted to their individual accounts under the Company's code. Mr. Noronha categorically admitted that from March, 2014 to February, 2015, the Company had engaged more than 150 temporary workmen in addition to 80 permanent workmen. Shri Noronha produced on record the Data along with the Certificate u/s 63 of the Bharatiya Sakshya Adhiniyam, 2023 and a Declaration at Exh. 91, 92 and 93 all duly signed by one Mr. Mohan Naik. It is pertinent to note that the Management despite the fact that the Data has been collected by Mr. Mohan Naik who is presently working for the Party II/Company did not examine him and instead examined Shri Eurico Noronha. Though Mr. Noronha stated that he can identify the signature of Mr. Mohan Naik, that itself does not prove the contents of all these documents as the author of the document is the only person who can verify and prove the contents of the documents and the same cannot be proved through Third Party. There is no justification given by the Management for not examining Mr. Mohan Naik who is the author of those documents. Having not done so, it cannot be held tha the contents of those documents have been proved through Mr. Noronha who is not the author of those documents. Thus, the Party II/Management could not bring on record either oral or documentary evidence to revert the burden which was shifted on to the Management once the Party I/Union could prove that the workmen concerned were in continuous service with Party II through their oral as well as documentary evidence.

47. Thus, it is clear from Company's own admission that the Company's daily requirement was 250 workers approximately including 80 permanent workers whereas the dispute in the present reference is as regards to 103 workmen who can easily take a place in the Company's requirement of 250 workmen. The Party I also through documentary evidence could show that the Company was having around 444 temporary workers on their Roll for preceding 12 months and their data proves that around 150 temporary workmen were functioning at any given time in addition to 80 permanent workmen. The Payment Slip of one of the workmen produced on record by Party I shows his date of joining the employment dates back to 2005 which again strengthens the case of the Union that they were on the Pay Roll of the Management since the time they joined the employment, however were called upon to work as per the requirement of the Company.

48. The above position is again confirmed by the document produced on record by EPFO at Exhibit 80 Colly. Therefore, this Tribunal does not hesitate to hold once again that the cessation of work was not due to workmen's fault u/s 25B(1) as continuous service included periods of work interrupted by cessation of work which is not due to any fault on the part of the workman. A mere admission from a workman that the Party II/Management is not bound to give him work does not take away his statutory right of he being in continuous service, when the cessation of work is not on account of his fault. Even otherwise, the Party I by way of preponderance of probability could prove that the Management willfully interrupted their services by giving intermittent breaks to deny them permanency in their employment which is not welcomed otherwise as the same amounts to unfair labour practice.

49. The reliance placed by the Management on the Settlement of 2006 would not come to their rescue to come out of the situation to say that the workmen were bound by Clause-30 of the said Settlement since the workmen concerned in the present reference joined the Temporary Pool after 2006 and that they were not Parties to the 2006 Settlement and that the said Settlement at Exh-32 was executed under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947. Since the workman had discharged his initial burden of proving his continuous service in terms of Section 25B, whether in terms of sub-section (1) of 25B or sub-section (2) of 25B is immaterial, the burden therefore was on the Management to produce evidence in rebuttal by directly producing their Muster Roll or physical Register maintained by the Employer when they have admitted all the workmen temporary or otherwise were there on their Pay Roll and that they were remitting PF contribution into their PF Account.

50. The arguments advanced by Learned Advocate appearing for the Management that the rebuttal evidence as required under law, once the Party asserting the facts produces primary evidence proving those facts is only discretionary in nature, is unacceptable and a misplaced theory. The Party I/Workmen thus, by way of documentary as well as oral evidence prima facie and by way of preponderance of probability could prove their continuous service with the Party II/Employer in terms of sub-section (1) of 25B as well as in terms of sub-section (2) of 25B of the Industrial Disputes Act, 1947. Hence this issue stands answered in the affirmative in favour of the Workmen.

51. *Issue No. 1:* It is in the evidence of Shri P. Gaonkar, Workmen's witness No.1 that there were 103 temporary workmen employed with the Party II at their pharmaceutical Plant at Curti, Ponda-Goa as packers and semi-skilled workers. That these temporary workers were employed on daily wages for several years, however, they were doing the same work as was done by permanent workmen. He further stated that these temporary workmen were attempting to form a Union to demand for better wages, better working conditions, permanency in employment and raising demands in relation to the unfair labour practices prevalent in the Plant of Party II at Curti, Ponda. The permanent workmen working in the Plant had formed a Union affiliated to the Goa Union of Industrial Workers. It is further stated that the Party II Management had started with the policy of reconstructing production, and pursuant to that the Company resorted to sub-contracting of production, shifting of departments, Plant and production from the Plant at Curti to other units which constituted re-organization of the Plant due to which the service conditions were adversely affected. The temporary workmen therefore raised a demand with the Management to cease and desist from the unfair labour practice and not to close down the production of the existing products.

52. WW1, Shri Puti Gaonkar further stated that the demands of the permanent workers were also not resolved by Party II for which there was a dispute between the permanent workmen and the management. That on 01/03/2015, suddenly there was a stoppage of operation at the Factory which continued till the 2nd shift and on 02/03/2015, the Management kept all the workers out including the permanent and temporary and thereafter, after discussions with the Management, the permanent workers were allowed to resume the duty w.e.f. 03/03/2015 but temporary workmen were not allowed to resume the duty since 02/03/2015. The Party I states that in order to thwart the process of forming a Union of temporary workmen, the Party II on 02/03/2015 refused to allow the temporary workmen from entering the Factory premises. The Party I states that they were reporting for work at the Factory of Party II from 02/03/2015 but they were not allowed to join duties. The Party I states that thereafter, on 10/03/2015 they decided to join the Union by name Gomantak Mazdoor Sangh and since then continued to be the members of the Gomantak Mazdoor Sangh.

53. In the cross-examination, Shri Gaonkar maintained his statement that the dispute was raised in respect of 103 workmen before the Conciliation Officer. The Party II on the other hand sought to confront the witness by raising a defence that the list enclosed by the workmen at Exh.21 Colly giving the names of

103 workmen is the personal list which is prepared by WW1 and the same is not the list as referred in the Order of Reference. It is further the defence of the Management that the names of the workmen mentioned in the letter dated 10/03/2015 (Exh.22 Colly) is bogus and fabricated and the said letter at Exh.22 Colly was never given to the Management which suggestive defence has been denied by WW1 in the cross-examination.

54. The other defence which the Party II raised is as regards to the Memorandum of Settlement dated 05/04/2006 signed by the General Secretary of Gomantak Mazdoor Sangh at Exh. 32. The Party II therefore contented that in view of signing of the Settlement, the workmen could not have gone on strike. The other defence which the Employer/Party II has taken is that since the names of those 103 workmen have not been mentioned in the Order of Reference therefore the Reference itself is vague, incapable of adjudication and nobody can substitute those names by making an application. It is further contended that the Union has filed an application and has given the names of the 103 workmen. All the names which have been submitted by the Union do not show that these workmen were working with the management and for how long. Physically, Union has submitted only the names of 51 workmen who are alleged to be working with the management for a month or so on different dates. The Employer/Party II further disputed the list produced by the Party I along with their Statement of Claim stating that the said list is the concocted list prepared by the Party I/Workmen.

55. The arguments of the Employer/Party II with reference to the Settlement is that the Party II had relied upon and produced the document which is a settlement signed between the management of Wallace Pharmaceuticals Private Limited and Gomantak Mazdoor Sangh and Mr. Puti Gaonkar has signed the settlement as a General Secretary of the Union. The said settlement is a valid settlement which has not been terminated by Mr. Puti Gaonkar. The entire settlement getting certain benefit to workmen and that in the Clause-30 of the settlement clearly reads as under:-

Agreement to point No. 30: It is agreed that after balance 14 employees no temporary/ seniority list will be maintained henceforth and temporaries will be called depending upon work requirement and as per discretion of the management.

56. In view of said settlement, it is very clear that the company can employ temporary workmen without maintaining the seniority and temporaries will be called depending upon work requirement and as per discretion of the management. In view of the said settlement, the Union does not argue that the company cannot employ temporary workmen, because right is given by virtue of the Settlement signed between the Parties under Section 2(p) read with 18 (1) of Industrial Disputes Act, 1947 which is a valid settlement.

57. Ld. Advocate, Shri Bandodkar contended that the argument canvassed by Mr. Puti Gaonkar that he was pressurised to sign the Settlement is absolutely false and obnoxious. That no pleadings are there to show that he was forced to sign the said Settlement nor it is being pleaded in the Statement of Claim or Rejoinder or in the evidence that he was pressurised to sign the Settlement. According to Shri Bandodkar, the Employer/Party II has got right to take the temporary workers as and when required. It is further submitted that the list of 103 workmen which he has submitted is not shown in the Order of Reference. Therefore, in view of the judgement of **Rajasthan High Court in Suresh Chandra v/s. General Manager, Rajasthan State Bridge & Construction Corporation (2002 (94) FLR 843)** “It is beyond the scope and jurisdiction of this Hon’ble Tribunal to interfere with the order of reference and Tribunal cannot travel beyond the terms of reference”. Ld. Advocate Shri Bandodkar contended that the documents produced by Party I/Workmen nowhere mentions as to how many days the workmen have worked except mentioning the date of joining the employment. Even the date of termination has not been mentioned. Therefore, the documents produced on record absolutely do not show that they have completed 240 days in preceding 12 months which is mandatory to get any relief. Since the workmen have failed to discharge the burden of proving that they have completed 240 days as per the judgement in Suresh Chandra (Supra), it clearly shows that Party I is not a ‘workman’ in terms of the definition ‘workman’ as provided in the Industrial Disputes Act, 1947.

58. Therefore, it is the contention of the Party II that the Company have all the right to employ temporary workmen as per the Settlement dated 05/04/2006. Secondly, the Party I/Workmen have failed to show that in terms of Section 25F, 25B and 25C they have completed 240 days in 12 calendar months. In support, the Employer/Party II placed reliance in the Case of M/s Shalimar Works Ltd. v/s Their Workmen

AIR 1959 Supreme Court 1217 it is held that “*when the first reference was made, the Tribunal would be justified in refusing the relief of reinstatement to avoid dislocation of the industry specially so when the reference was vague inasmuch as the names of 250 workmen to be reinstated were not sent to the Industrial Tribunal*”.

59. In the case of **Narang Latex and Dispersions Pvt. Ltd. v/s S. V. Suvarna (Mrs.) & Anr. 1994 II CLR 51** it has been observed that “*the burden of proof – reference as regards termination of service of a workman – Termination after domestic enquiry – whether enquiry was fair and just was the issue – on whom is the burden or who to enter witness box first – Held that on the principle that the burden would lie on a party would fail if no evidence is led by either of the parties, it would be for the workman to lead evidence first in order to show that the domestic enquiry is not fair and proper and therefore the order of dismissal is wrongful*”.

60. In the case of **Escorts, Ltd. v/s Presiding Officer and another 1997 (3) L.L.N. 65**, the Hon’ble Supreme Court of India has observed that “*Industrial Disputes Act, 1947, Ss.2(oo)(bb), 25F and 25G-Retrenchment-Definition of Termination of services of daily-wage workman in accordance with terms of appointment is not retrenchment-Termination of services of workman as a result of non-renewal of contract of employment between the employer and workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein is not retrenched under S.2(oo) -Labour Court was in error in holding that it constituted retrenchment and hence protected by Ss. 25F and 25G of the Act*”.

61. As against this, the case put up by the Party I/Workmen on record through their Claim Statement and by examining their witness is that according to Party I on 02/03/2015 all permanent workers of Party II were on strike and after the lunch-break these workers were not allowed to enter the Factory. That on 03/03/2015, there was an understanding between the Union and the permanent workmen pursuant to which all the permanent workmen resumed duty however the temporary workers i.e. the workers under the reference were not allowed to resume their duty. Thus, there was a clear case of refusal of employment by the Employer/Party II. Against this, the defence which the Party II has taken is that the temporary workers did not resume their duty on their own and as such there was a self-termination.

62. Contrary to the above defence, the Management witness No.1 in their cross-examination categorically admitted that on 02/03/2015 all the permanent workers were on strike outside the Factory premises and there is a clear admission by this witness to say that the temporary workmen were working. He further stated that on 03/03/2015 the permanent workers did not resume their duty and remained present at the Gate, however, this witness conveniently denied knowledge when put to him that it is the permanent workers who prevented temporary workers from coming inside the Factory. It is the further the defence of the Party II that the letter dated 09/03/2015 (Exh.60) indicates that the temporary workers have terminated their employment out of their own accord.

63. At one point the Management is admitting that they did not receive any letter/notice from Goa Union of Industrial Workers’ Union or from Gomantak Mazdoor Sangh to say that the workers are going on strike. At the same breath the Management is taking a defence that the workers under the reference terminated their employment on their own accord. Thus, the Party II indirectly admits that these temporary workers did not resume their duty in the second half of 2nd of March. This version of the Management witness No.1 again contradicts its voluntary statement whereby he stated that on 02/03/2015 in the 2nd half temporary workers joined the permanent workers at the Gate. When the strike was of the permanent workers and that the temporary workers had resumed their duty in the morning in the 1st half, then there seems to be no reason for the temporary workers not to resume their duty in the 2nd half and to illegally join the permanent workers at the Gate who were on strike. Therefore, the contention of the Party I/Workmen that on 02/03/2015 these workers were not allowed to join their duty by the Party II which act amounted to refusal of employment does carry strong weightage.

64. On the other hand, the Party II has demolished their own defence in the cross-examination and could not prove anything positively to suggest that there was self-termination of employment by the Party I workmen. It is pertinent to note here that assuming without admitting that there was self-termination of employment by these temporary workers, then there was no reason for them to raise any dispute with the Management and thereafter take the matter before the Dy. Labour Commissioner. The record also reveals that the Dy. Labour Commissioner vide his letter dated 14/04/2015 had advised the Management to allow

these workers to resume their duty. No doubt, the Dy. Labour Commissioner is not authorised to give any direction to the Employer/Party II to allow the workmen to work in their Company and does not have any power to pass any Order such as staying of transfer of such employee, approaching the Conciliation Officer for the purpose of conciliation as contended by Ld. Advocate Shri Bhandodkar and as observed in the Case of *VIP Industries Ltd. v/s VIP Industries Shramik Sangh and Another* 2012 LLR 925, wherein the Hon'ble Bombay High Court has observed that "*Industrial Disputes Act, 1947—Section 33, 33A (a) and (b) – Industrial Disputes (Bombay) Rules, 1957—Rules 11 and 65—Transfer of employees of appellant-company—From Nagpur to Sinnar and Haridwar—Branch of section 33 alleged—Conciliation Officer under section 33A passed stay order staying the transfer of such employees— Section 33A(a) does not give any adjudicatory power to Conciliation Officer—Conciliation Officer could not have stayed the order transferring the employees—impugned order dated 21/7/2011 suffers from a jurisdictional error—Same is liable to be set aside and is set aside*".

65. However, the fact remains that the Dy. Labour Commissioner immediately constrained that there was a refusal of employment by the Employer/Party II and advised the Management to allow these workmen to resume their duty. It is a different matter altogether that despite such advice, the Management did not allow them to resume the duty. Thus, there is an affirmative circumstantial evidence which favours the Party I/Workmen against the defence taken by the Management that there was a self-termination of employment by the workers. Therefore the refusal of employment is not far from illegal and unjust termination of employment by the Employer/Party II. Hence, this Tribunal answers Issue No.1 in the affirmative.

66. *Issue No. 2, 3 & 4:* It is the defence of the Employer/Party II that all the 103 workmen have not completed 240 days and they have worked for only one month for which wage slip has been produced. It is further submitted that it was obligatory on the part of the workmen to lead evidence that they have completed 240 days to get any relief as per section 25F, 25B and 25C of the Act to show that they have completed 240 days in preceding 12 months. In view of that, it is submitted by Ld. Advocate Shri Bhandodkar that these workmen since working temporary cannot claim any relief in terms of the Industrial Disputes Act, 1947 and that the temporary workmen have no lien over the employment.

67. In support of his above contention, Ld. Advocate Shri Bhandodkar placed reliance on ennumber of judgements to show that the Workmen in the present reference are not entitled to claim any benefit of their employment with Party II as they have not completed 240 days in a year.

68. In the case of **Goverdhan v/s Chief Municipal Officer 2025 LLR 28**, the Madhya Pradesh High Court has held that "*Mere filing of an affidavit by the workman that he has worked for more than 240 days during preceding 12 months cannot be regarded as sufficient evidence*".

69. In the case of **Badal Prasad v/s The State (NCT of Delhi) & Anr. 2012 LLR 1125**, the Delhi High Court has held that "*burden to prove 240 days' working lies upon the workman—ESI Card shows his date of appointment*".

70. In the case of **Ashok U. Nikam v/s Tata Power Company Ltd. 2019 LLR 273**, the Hon'ble Bombay High Court has held that "*Industrial Disputes Act, 1947—Section 10(1) and 25B—Reference of dispute—Rejected—Reference was at the instance of petitioner-workman—There is no case under section 25-B (1) of Act—it was thus necessary for employee to show that his case fell within section 25-B (2)—He failed to establish that he completed continuous service of 240 days—Therefore, no fault can be found with impugned award of Labour Court*".

71. In the case of **U. P. Project Corpn. Ltd. and Anr. v/s Presiding Officer, Labour Court-1 and Anr. 2015 LLR 250**, the Allahabad High Court has held that "*burden of proof of working for 240 days lies on the person who pleads the same i.e., the workman*".

72. The evidence on record reveals that these workmen under the reference were working with Party II for several years which fact has been confirmed on the basis of the Pay Slips which indicates the initial date of appointment from the year 2005 onwards. If this is true, then it is obvious that the Company was functioning with 80 permanent workers and more than 116 temporary workers which ratio in true sense amounts to unfair labour practice being adopted by the Company as the Company for years together deprived these temporary workers from the status of permanent workers and thereby deprived them of all the benefits applicable and available to the workers on their regularisation and after giving them the status

of permanent workers. The Party II/Employer though engaged these temporary workers for years together however, they were given breaks intermittently so as to avoid giving them the status of permanency in their service. As such it is contented by the Workmen/Party I that the Party II engaged in unfair labour practices and deprived these workmen from all the benefits applicable to the workmen once they are regularised in the services.

73. Section 25B of the Act provides:

- (1) *A workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) *Where a workman is not in continuous service within the meaning of clause(1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer:*
 - (a) *For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than*
 - (i) *One hundred and ninety days in the case of a workman employed below ground in a mine and;*
 - (ii) *Two hundred and forty days, in any other case.*
 - (b) *For a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than*
 - (i) *Ninety five days, in the case of a workman employed below ground in a mine; and*
 - (ii) *One hundred and twenty days, in any other case.*

74. Thus, as per the definition of the continuous service in terms of Section 25B, a workman is said to be in continuous service for a period prescribed thereunder under clause-2, provided, there is a cessation of work which is not due to any fault on the part of the workman, which is one of the precondition to determine that the workman did not complete a particular period to get himself covered under the definition of continuous service. In the present case, the evidence on record clearly indicates that despite the Party I/Workmen being employed by the Employer/Party II since 2005, they were not regularised in their services. As such they were deprived from getting all the benefits applicable to the permanent workmen which act constitutes unfair labour practices on the part of the Management.

75. The Management witness further in his cross-examination categorically admitted that they had taken the contract labour through M/s Mahalsa Services. Thus, this confirms that the refusal of services to these temporary workmen by the Employer/Party II was not on account of closure of the Factory, no work in the Factory or on account of any financial crisis. The workmen in the present case have sufficiently proved that they have completed 1 year of continuous service in terms of Section 25B(1) of the Industrial Disputes Act and therefore it was obligatory on the part of the Management to follow the mandate of Section 25F. In this case, the Management since have terminated all the temporary workmen without complying with the mandate of Section 25F, therefore, the termination of all these employees is illegal and void. In the case of **Deepali Gundu Survase v/s Kranti Junior Adhyapak, (2013) 10 SCC 324**, it is held that “to prove a case of retrenchment under Section 25F, the workman has to show that he was in ‘continuous’ service”.

76. In the case of **Sarita Melwani v/s Pallavi Talekar, 2008 (2) CLR 679**, the Division Bench of the Hon’ble Bombay High Court has held that “therefore considering the factual and legal position we are of the view that the case of the workmen, therefore clearly falls under the provisions of Section 25B(1) and it is not necessary for the workmen to separately prove that they had worked for a period of 240 days in the preceding year before their termination.”

77. In the case of **Jeetubha Khansangi Jadeja v/s Kutchh District Panchayat** in Para 35 of the said Judgment, the Hon’ble Supreme Court has held that “We would, however, like to add a caveat here. There may be cases where termination of a daily-wage worker is found to be illegal on the ground that it was

resorted to as unfair labour practice or in violation of the principle of the last come first go viz; while retrenching such a worker, daily wage junior to him were retained. There may also be a situation that persons junior to him were regularised under some policy but the workman concerned terminated. In such circumstances, terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied."

78. The Party I has been able to prove that they were refused employment by the Party II/Employer which act amounted to termination of their services and the Party I have been further able to prove that they were in continuous service in terms of definition of Section 25B(1), therefore, the Employer/Party II ought to have complied with mandatory provisions of Section 25F. Having failed to do so, the termination of all the 103 workmen at Annexure-A to the list of documents submitted by the Party I/Workmen along with their Statement of Claim was illegal and an act of unfair labour practice, hence, all these three Issues stands answered in favour of Party I/Workmen in the affirmative.

79. **Issue No. 5:** In the case of **Anz Grindlays Bank v/s General Secretary, Grindlays Bank Employees Union, Mumbai and Others** held that *"the membership of Union is not a condition precedent to espouse an industrial dispute of a workman. The Union can espouse cause of even a non-member who approaches it for help"*.

80. Considering the ratio laid down in the case above, Issue No. 5 stands answered in the negative.

Hence, the following Order:

ORDER

- i. The reference stands allowed.
- ii. Consequently, the action of Party II/Management in refusing employment to 103 temporary workmen w.e.f. 02/03/2015 is declared illegal and unjustified.
- iii. The workmen be granted the relief of reinstatement with full back wages or in the alternative all the workmen be granted all their legal dues and benefits in compliance with Section 25F of the Industrial Disputes Act, 1947 w.e.f. 02/03/2015.
- iv. No order as to costs.
- v. Inform the Government accordingly.

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

Notification

No. 28/02/2025-LAB/Part-III/320

Date : 16-Jul-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29/06/2026 in Case No. IT/33/2005 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 G. Sawal, 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/33/2005

Workmen,
Rep. by M/s Gomantak Mazdoor Sangh,
Shetye Sankul,
Tisk, Ponda-Goa.

... Workmen/Party I

V/s

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

... Employer/Party I

Workmen/Party I represented by Shri P. Gaonkar.

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

AWARD

(Delivered on this the 29th day of the month of June of the year, 2026)

By Order dated 29th July, 2005 bearing No. 28/10/2004-LAB/415, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act of 14 of 1947), has referred the following dispute to this Tribunal for adjudication.

SCHEDULE

- (1) *Whether the action of the management of M/s. Glenmark Laboratories Pvt. Ltd., Verna Industrial Estate, Verna-Goa in refusing employment to the following workmen with effect from 19/10/2004, is legal and justified?*

1.	Sushant Khandolkar	Technician
2.	Sandeep N. Durbhatkar	Technician
3.	Vijay B. Pednekar	Technician
4.	Manoj Sawant	Store Assistant
5.	Vishwanath Kunkalkar	Store Assistant
6.	Prashant R. Naik	Store Assistant
7.	Filomena Mascarenhas	Technician
8.	Thanu Jhalmi	Technician
9.	Ganesh Sur Nacha	Technician
10.	Navnath Gaonkar	Technician
11.	Peter D'Silva	Technician
12.	Krishnarao Dessai	Technician
13.	Poonam Chodankar	Packer
14.	Sonali Nikharge	Packer
15.	Shilpa T. Parab	Packer
16.	Shilpa K. Parab	Packer
17.	Shilpa S. Gawde	Packer
18.	Manisha Joshi	Packer
19.	Yogita Gawde	Packer
20.	Sunita Gawde	Packer

21.	Ujwala Waigankar	Packer
22.	Kalini Narvekar	Packer
23.	Vishranti Naik	Packer
24.	Seema Jadhav	Packer
25.	Shevanti Mangeshkar	Packer
26.	Filomena Fernandes	Packer
27.	Poonam Mandrekar	Packer
28.	Sanju Mopkar	Packer
29.	Pramila S. Mopkar	Packer
30.	Ujwala Velip	Packer
31.	Abhiram Sahu	Packer
32.	Sudhir Gosavi	Technician
33.	Sandya Naik	Packer
34.	Varshya Parab	Packer
35.	Pravin Bhasarkar	Technician
36.	Rohidas Shiroadkar	Packer
37.	Vinayak Gawde	Technician
38.	Kishor Kurtikar	Technician
39.	Concessao Culaco	Technician
40.	Manu Khandolkar	Technician
41.	Sachin Jogle	Boiler Operator
42.	Jairam Naik	Boiler Operator
43.	Suhas Naik	Technician
44.	Narayan Gawas	Utility
45.	Inacio Landez	Technician
46.	Swapnesh Shirlekar	Technician
47.	Maria Silva	Packer
48.	Rupali Madkaikar	Packer
49.	Shanti Chitari	Packer
50.	Aivona Mascarenhas	Packer
51.	Anthony Mascarenhas	Technician
52.	Manisha Parab	Packer
53.	Roshan Naik	Technician
54.	Angula Rodrigues	Packer

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

2. That the present reference has been made by the Government of Goa under Section 10(1)(d) of the Industrial Disputes Act, 1947, whereby this Hon'ble Tribunal has been called upon to adjudicate the legality, validity and justification of the action taken by Party No. II in refusing employment to the workmen concerned in this reference w.e.f. 19/10/2004 is legal and justified.

3. The Party I submits that the Party II has established the pharmaceutical factory at Verna Industrial Estate, Verna, Goa, to manufacture various drugs for local and export. That the Party II has changed the name of the Company as M/s Marksans Pharma Limited from M/s. Glenmark Laboratories Pvt. Ltd. and that initially the factory production was carried out at Kundaim, however, since the year, 2000, some of the workers working at Kundaim Factory were transferred to the new Factory at Verna.

4. That these workers named in the reference were employed by the Party II to carry out their permanent nature of work in production, maintenance, packing, dispensing, stores etc. in the Factory and were independently working in shifts in the following departments i.e. 1. Gelatin 2. Medicament 3. Drying 4. Printing 5. Inspection. 6. Cartoon Over printing 7. Blister packing 8. Packing BP 102-I 9. Rapid pack 10. Packing BP. 602 11. Bulk Packing 12. Tablet granulation 13. Tablet compression 14. Coating 15. Tablet Inspection 16. Stores 17. Administration etc.

5. That to carry out the normal working in the Factory, following number of workers are required in each shift.

- | | | |
|--------------------------|---|--|
| 1. Gelatin | : | Two workmen in each shift. |
| 2. Medicament | : | Two workmen in each shift. |
| 3. Drying | : | Three workmen in each shift. |
| 4. Printing: | : | One workman in each shift. |
| 5. Inspection: | : | Five workmen in each shift. |
| 6. Cartoon Over printing | : | Five workmen in each shift. |
| 7. Blister packing: | : | Six workmen in each shift. |
| 8. Packing BP 102-I: | : | Eleven workmen in each shift. |
| 9. Rapid pack: | : | Seven workmen in each shift. |
| 10. Packing BP.602: | : | Twenty workmen in each shi ft. |
| 11. Bulk Packing | : | Forty five workmen in each shift. |
| 12. Tablet granulation | : | Four workmen in each shift. |
| 13. Tablet compression | : | Five workmen in each shift. |
| 14. Coating: | : | Three workmen in first shift and two each in second and third shift. |
| 15. Tablet Inspection: | : | Eleven workmen in each first shift |
| 16. Stores | : | Six workmen |

6. That normally the female workers were called in first shift and General Shift and male workers in shifts in various departments such as Tablet Compression, Tablet Granulation, third shift packing BP 602, Cartoon Over printing, Inspections, Printing, Drying etc. The workers were continuously forced to work for 12 hours shift without overtime wages at twice the rate of normal wages.

7. The workmen were also not given any facilities and the Party II continued to implement the several unfair labour practices such as keeping the workers for years as trainees, although they were working independently in all the three shifts, operating various machines, operation and skilled work, giving breaks and employing new workers on their place of work on perennial nature of work.

8. The Party I submits that all the workmen in the reference have worked continuously on the permanent posts in all the shifts in case of male and in the first shift and General shift in case of female workmen. That due to the harassment and violation of provisions of various laws, almost all the production workers of the Party II had resolved to join the Union and accordingly, they joined the Union namely; Gomantak Mazdoor Sangh.

9. The General Secretary of the Union submitted the Charter of Demands dated 28.03.2004. As the Employer started implementing unfair labour practices, the Union vide their letter dated 02.04.2004 requested the Deputy Labour Commissioner for intervention and the matter ended in failure.

10. The Party I states that with the help of staff and drivers, the Party II sponsored the Management Union. The Employer continued to implement the unfair labour practices and forced the union committee member namely Mr. Sushant Khandolkar, appointed as Technician to be transferred to other department and forced him to carry out the loading-unloading work which was earlier carried out by the outside loaders. The local President of the Committee, Mr. Vijaykumar Tari was shifted to the Administration Department without allotting him his normal work. Considering the threats, harassment and unfair labour practices implemented by the Party II, all the workers decided to hold a General Body Meeting on 30/05/2004 to decide the future course.

11. That on 31/05/2004 the workers joined the duties in the first shift, however at about 12 hours the following workmen were called by the Management in the office:

1. Deepa Chari
2. Sumita Shirodkar
3. Shipa Shetkar
4. Sudarshan Chingle
5. Nilima Naik
6. Sarika Naik
7. Ms. Suman Bordekar

12. The Party I states that the Party II on hearing that the workmen have attended the Union General Body Meeting, the Manager started threatening them that they should immediately resign from the Union. All the workers in the Plant had unanimously decided to support these workers as they were illegally harassed for joining the Union and unilaterally decided to initiate agitation against them. The Management refused to discuss with the Committee Members and hence the workers struck the work in protest against the unilateral decision of the Management.

13. The Party I states that on 01.06.2004, all the seven workers were issued Letter of Termination and hence, the workers unanimously decided to protest against the illegal termination of service of seven workmen by initiating legal strike w.e.f. 01.06.2004. Thereafter, the Party II started recruiting new workers on the place of retrenched workmen. That, after the matter was ended in failure in respect of the Charter of Demands and also in respect of seven workmen who were illegally terminated, the workmen and the Union had withdrawn their legal strike w.e.f. 18/10/2004.

14. That on withdrawal of the legal strike all the workers went to resume the duty on 19/10/2004 but the Management refused to allow them to resume the duty and demanded undertaking from them. Party I states that, in spite of the fact that the workers are not bound to give the undertaking given by the Management, they were ready to give by adding words 'in my post'. But the Employer refused to allow them to resume the duty. That, before their termination, the Employer did not take any permission from the Appropriate Government and hence their termination/retrenchment is illegal, unjustified and bad in law. The Workmen concerned in the reference were refused employment and new workers were employed by the Party II on their place of work and hence the refusal of employment amounts to illegal termination of their services which is unjustified and bad in law.

15. In its written statement the Party II submits that the Gomantak Mazdoor Sangh have no locus standi or authority to represent the persons concerned in this reference or to raise the present dispute. The Party II further submits that since there is no employer-employee relationship between the company and majority of the persons concerned in the reference, the entire reference is bad-in-law and is not maintainable. The Party II submits that there is an internal Union within the Factory namely; Glenmark Laboratories Limited Employees Union and the workers of the said Union have cordial relations with the Management.

16. The Party II submits that immediately after joining the Gomantak Mazdoor Sangh, some of the persons at the behest and instigation of their Union Leader, started sabotaging the life saving drugs by mixing different products while packaging the medicine. The Party II submits that having regards to the gravity of situation and other illegal activities carried out by the persons, particularly in sabotaging the life saving drugs, it was not possible for the Company to continue them in the premises, as the Party II had lost confidence in those trainees. Further, the Party II/Company came to the bonafide conclusion that their continuation in the Factory premises would be further detrimental to the smooth functioning of the Plant. The Party II submits that in any event the trainees had no lien over the employment. The Party II/Company further submits that the entire action on the part of the Management was bonafide and as per the agreement entered into between the company and these persons. The Party II/Company also submits that though the trainee technicians were not entitled, they were paid/offered notice pay and retrenchment compensation in accordance with Section 25-F of the Industrial Disputes Act, 1947.

17. The Party II/Company submits that at the instigation of the Union Leader, some of workers, trainees and contractual workers, resorted to illegal and unjustifiable strike by stopping the work and leaving the premises on 31/05/2004 about 1.30 p.m. by shouting slogans and abusing other working employees of the company. They also manhandled some of the loyal/willing employees of the Company who were coming to work and threatened them with dire consequences if they reported for work. The Company further submits that these persons not only stopped their activities but also started stopping the other willing workers at the Gate who were entering the Factory premises and going out from the Factory.

18. The company submits that these persons in the reference, along with others, resorted to illegal and unjustified strike from 31.05.2004 and continued their said illegal strike. In between, the Gomantak Mazdoor Sangh sent a letter dated 16.10.2004 just to create a false record stating that the workers wanted to withdraw the strike. That the company at no point of time has refused employment to the workers including the trainees and they on their own have not reported for work.

19. That some of the persons whose names are mentioned in the reference, were in fact engaged for training for a specific period and they on their own resorted to the illegal and unjustified strike from 31.05.2004 and continued their strike till the end of their training period which resulted in automatic end in their training period.

20. The Party II submits that the said Gomantak Mazdoor Sangh has no locus standi to represent the Party I/Workmen because they are not the members of the said Union as none of the persons mentioned in the reference are the members of the said Union and the Party II is strongly disputing the authority of the said Union to represent the persons of the Party I.

21. Considering the pleadings of both the Parties, this Tribunal framed the following issues at Exhibit 7:

1. *Whether the Gomantak Mazdoor Sangh has locus standi or authority to represent workmen?*
2. *Whether there is relationship of employer and employee between the Party I & Party II?*
3. *Whether the reference is bad in law?*
4. *Whether the Party II was committing any unfair labour practice?*
5. *Whether the workmen who are terminated w.e.f. 01/06/2004 were sabotaging life saving drugs by mixing different products while packaging medicines?*
6. *Whether strike observed by Party I w.e.f. 01/06/2004 till 18/10/2004 was legal?*
7. *Whether the Party II refused employment to the Party I/Workmen?*
8. *Whether the action of the Party II in refusing employment to the Party I/Workmen w.e.f. 19/10/2004?*
9. *Whether the Party I is entitled to the reliefs as prayed for?*
10. *What Award?*

22. The Issues framed on 12/06/2007 at Exhibit 7 stands re-casted as follows in view of the Order passed at Exhibit 143 on 17/03/2025.

1. *Whether the Workmen/Party I proves that the Gomantak Mazdoor Sangh has locus standi or authority to represent the workmen?*

2. *Whether the Workmen/Party I proves that there is Employer and Employee relationship between the Workmen/Party I and Employer/Party II?*
3. *Whether the Employer/Party II proves that the reference is bad and not maintainable?*
4. *Whether the Workmen/Party I proves that the Employer/Party II is guilty of unfair labour practice?*
5. *Whether the workmen who are terminated w.e.f 01/06/2004 were sabotaging life saving drugs by mixing different products while packaging medicines? (This issue is deleted as per order dated 16/07/2025)*
6. *Whether the Employer/Party II proves that the strike observed by the workmen/Party I w.e.f 31/05/2004 till 18/10/2004 is illegal and unjustified? (Re-casted as per order dated 17/03/2025)*
7. *Whether the Workmen/Party I proves that the Employer/Party II refused employment to the Workmen/Party I?*
8. *Whether the Workmen/Party I proves that the action of the Employer/Party II in refusing employment to Workmen/Party I w.e.f. 19/10/2004 is illegal and unjustified? (Re-Casted issue as per order dated 17/03/2025)*
9. *Whether the Workmen/Party I is entitled to the reliefs as prayed for?*
10. *What Relief? What order?*

23. Heard Shri Puti Gaonkar on behalf of the Party I/Workmen and also oral arguments advanced by Learned Advocate Shri M. S. Bandodkar on behalf of the Party II. Both the Parties have filed their Written Synopsis accordingly. After going through the pleadings and hearing oral arguments as well as going through the written synopsis, my findings to the same with reasons are as follows:

Issue No. 1	:	In the Affirmative
Issue No. 2	:	In the Affirmative
Issue No. 3	:	In the Negative
Issue No. 6	:	In the Negative
Issue No. 4, 7 & 8	:	In the Affirmative
Issue No. 9	:	In the Affirmative
Issue No. 10	:	As per Final Order

REASONS

24. *Issue No. 1:* The Party II in their amended Written Statement had taken a specific defence that the Gomantak Mazdoor Sangh have no locus standi or authority to represent the persons concerned in this reference or to raise the present dispute. That none of the persons mentioned in the reference are members of the Party I/Union. It is further their case that the Party I has not produced sufficient evidence to show that Mr. Puti Gaonkar was the General Secretary of the Gomantak Sangh and had authority to represent the Union. No documents were produced on record to show that any of the 54 members named in the reference were the members of the Gomantak Mazdoor Sangh. That the Party I has not produced any Membership Form or the Payment Receipt or a Resolution authorizing the Union to espouse their cause.

25. In support of their objections above, the Party II placed reliance in the case of Deepak Industries Limited v/s the State of West Bengal (1975 (1) LLJ 293) wherein the Hon'ble Supreme Court has held that *"Where the employer challenges the union's authority, it must be proved that the union has been duly authorised either by a resolution by members or otherwise that it has authority to represent the workmen whose cause it is espousing."*

26. The Party II also placed reliance in the case of Air India Employees' Guild v/s Air India Ltd. (2007 II LLJ 207) wherein the Bombay High Court has held that *"membership for recognition purposes must be proved through payment of subscription by workers. Absence of subscription records is fatal to claims of membership."*

27. In rebuttal to this, it is the case and contention of the Party I/Union that it is Shri Puti Gaonkar who had represented all the workmen in the reference in the conciliation proceedings held before the Conciliation Authority and that it is he who had negotiated on behalf of the Union with Party II in the said conciliation proceedings, therefore, the Party II/Management is now estopped from not recognizing that him to be the General Secretary of the Gomantak Mazdoor Sangh. Further, it is their contention that the witness Shri Navnath Gaonkar is one of the workmen in the Order of Reference who has supported and corroborated the facts stated by the Union General Secretary, Mr. Puti Gaonkar. The stand taken by the Party I/Union that under the amended Section 2(A) of the Industrial Disputes Act, a registered Trade Union has a right to raise dispute regarding discharge, dismissal or termination notwithstanding that no other workman or an Union is a Party to it, has been not counter reverted or discarded.

28. It is not that the Party II has completely disagreed with the contention of the Party I/Union of the Union being represented by all the workmen named in the reference but to certain extent the Party II admits that the Union is representing some of the workmen in the reference. However, it is the contention of the Party II that such representation cannot be treated as a collective industrial dispute u/s 2(k) of the Industrial Disputes Act, 1947 for lack of substantial or representative section of the workforce. According to Party II, the present dispute could be, at the most termed as individual dispute of those workmen who have been examined.

29. In this context, the Party II has placed reliance in the case of *Wonderla Karmika Sangha v/s Wonderla Holidays Ltd.* (2023 LLR 886) wherein the Court has held that “*where the very existence of an employer-employee relationship is disputed, the Principal Employer cannot be made party unless such relationship is shown through credible evidence*”.

30. Reliance is also placed in the case of *Ram Krishna Jha v/s State of Bihar*, 2020 (3) LLN 251 (FB) wherein it is held that “*the relationship of master and servant must subsist for any relief to be granted.*”.

31. The Company’s witness Shri Walter Gonsalves in his deposition categorically admitted that the present dispute was raised by Gomantak Mazdoor Sangh i.e. the Party I/Union. The witness Shri Walter further stated that the Gomantak Mazdoor Sangh has no locus standi to represent the workmen as they did not give them the List of Workmen. However, further, when informed to him that such a list was given to the Company and such a list was even provided to the Conciliation Officer, he denied knowledge to the same and admitted that in the Schedule of Reference the names of all the workmen are mentioned.

32. Mr. Walter further denied knowledge when suggested to him in the dispute regarding termination of service, the issue of locus standi of the Union does not arise. Thus, though the Party II has taken the defence pertaining to the Gomantak Mazdoor Sangh having no locus standi to represent the workmen, however could not discard the evidence on record pertaining to Mr. Puti Gaonkar representing the Union before the Conciliation Officer on behalf of all the workmen mentioned in the reference in the capacity of General Secretary of the Union and the said Union espousing the cause of the workmen whose services were terminated by the Party II/Company. Hence, this Issue No.1 stands answered in favour of the Party I/Workmen in the affirmative.

33. *Issue No. 2:* It is the case and contention of the Party I/Union that and as deposed by Mr. Puti Gaonkar, witness No. 1 of Party I, that these workers in the reference were employed by the Party II to carry out their permanent nature of work in production, maintenance, packing, dispensing store etc. in the Factory and were independently working in shifts in the following departments 1. Gelatin 2. Medicament 3. Drying 4. Printing 5. Inspection. 6. Cartoon Over printing 7. Blister packing 8. Packing BP 102-I 9. Rapid pack 10. Packing BP.602 11. Bulk Packing 12. Tablet granulation 13. Tablet compression 14. Coating 15. Tablet Inspection 16. Stores 17. Administration etc. That all the workmen in the reference have worked continuously on the permanent post in all the shifts in case of male and in first shift and General shift in case of female workmen.

34. As against this, the defence of Party II/Company is that there is no employer-employee relation between the company and majority of the persons concerned in the reference. In support of their contention they have relied upon the legal citations:

- a. **Escorts Ltd. v/s Presiding Officer (1997 (3) LLN 65)** wherein the Hon’ble Supreme Court has held that “employment ends on the last date of the contract or engagement. Once the employment relationship terminates, no industrial dispute survives in respect of that person.”

- b. **Narang Latex & Dispersions Pvt. Ltd. v/s S. V. Suvarna (1994 II CLR 51)** wherein The Goa Labour Court held that “the burden of proving wrongful dismissal or invalid enquiry lies on the workman.”
- c. **Nirtubai w/o Jayantilal Mahule v/s Head Master, Higher Grade Marathi Girls School (2014 II CLR 319)**, the Court cited that the Workmen of Nilgiri Co-op. Market Society holding “that a person asserting an employer-employer relationship must prove it”.
- d. **Workmen of Nilgiri Co-op. Market Society Ltd. v/s State of T. N. (2004 I CLR 802; (2004) 3 SCC 514** wherein the Supreme Court has held that “The person asserting the relationship must prove it by reliable evidence. There is no adverse inference merely because the employer withholds records.”
- e. **U. P. State Electricity Board v/s Aziz Ahmad (2009 I CLR 690)** wherein the Court has held that “pleadings must be proved by evidence; a Tribunal cannot decide employment issues on similarity of posts without documentary evidence.”
- f. **Rakesh Sharma v/s Indian Oil Corporation (2024 LLR 506, Himachal Pradesh High Court)** wherein the Court has held that “a workman failed to prove appointment; documents like ESI Cards and informal engagement do not establish an employer-employee relationship.”
- g. **Subodh Kumar v/s Presiding Officer, Labour Court II, Meerut (2013 (I) LLN 62)** the Allahabad High Court has held that “where a workman is employed through a contractor, the burden to prove the master-servant relationship with the Principal Employer lies on the workman”. In this case, the trainees were employed through MDC, not directly by the Company.
- h. **Chalet Hotels Ltd. v/s Bhikan Laxman Deokar (2024 II CLR 36)**, the Bombay High Court has held that “where employment is denied in the Written Statement, the Tribunal must frame an issue thereon, and the Claimant must prove it by satisfying tests under Balwant Rai Saluja v/s Air India Ltd. 2014 9 SCC 407 (appointment, payment of wages, right to dismiss, control and supervision) “.
- i. **Wonderla Karmika Sangha v/s Wonderla Holidays Ltd. (2023 LLR 886)** wherein the Court has held that “where the very existence of an employer-employee relationship is disputed, the Principal Employer cannot be made party unless such relationship is shown through credible evidence”.
- j. **Workmen of Nilgiri Co-op. Market Society Ltd. v/s State of T. N. (2004 I CLR 802; (2004) 3 SCC 514** wherein the Supreme Court has held that “The person asserting the relationship must prove it by reliable evidence. There is no adverse inference merely because the employer withholds records.”
- k. **U. P. State Electricity Board v/s Aziz Ahmad (2009 I CLR 690)** wherein the Court has held that “pleadings must be proved by evidence; a Tribunal cannot decide employment issues on similarity of posts without documentary evidence.”

35. The Party II/Company however does not absolutely distance themselves from all the employees referred in the reference by saying that here is no employer-employee relation between the Company and the majority of the persons concerned in the reference. In other words, the Party II/Company admits that there is employer-employee relationship between some persons named in the reference and the Company.

36. It is the contention of Party II that several persons mentioned in the reference were MDC Trainees. That being the case, the Union cannot espouse their cause. In rebuttal it is the contention of Party I/Union that the defence taken by the Party II to say that the persons in the reference were merely trainees or MDC workers is an attempt to camouflage the permanent nature of their employment and to deny to them their statutory benefits. It is a sham nature of “MDC Trainees”. The Party I contended that the so called Trainees were not learning trade activities but infact were performing regular perennial nature of work alongside permanent workmen and were producing goods for the benefit and for the purpose of earning profit to Party II/Company. It is further their contention that these so called Trainees as claimed by Party II were operating the machinery individually and independently across three shifts without any supervision.

37. To confront and contradict the defence taken by the Party II/Company to say that some of the persons in the reference were merely trainees or MDC workers, the Party I/Union placed reliance in the transfer clause contained in the Appointment Letter at Exh.120, whereby it is their contention that such a transfer clause exists only in the Appointment Letters of the permanent employees and the said clause cannot be mentioned in the case of a Trainee or a MDC worker as claimed by Party II.

38. It is a matter of record that no documentary evidence i.e. the Tripartite Agreement (MDC) the Party II could produce on record in support of their defence that some of the workmen concerned in the reference were only Trainees or MDC workers. The fact that the Company's witness Shri Walter Gonsalves conveniently denied the knowledge when suggested to him that as per the Government Notification of Manpower Development Cell there has to be a Tripartite Agreement between the Government Employer and employee and further having admitted that he has not produced any such agreement on record shows that the defence taken by the Party II/Company about some persons from the reference being trainees or MDC workers does not hold good. On the contrary, the Party I could very well prove through oral as well as through documentary evidence that there exists employer-employee relationship between the workmen concerned in the reference and the Party II/Company. Hence, this Issue stands answered in favour of the Party I/Union in the affirmative.

39. *Issue No. 3:* The Employer/Party II amongst other also raised the defence of the reference being bad and non-maintainable to consider the same as valid industrial dispute u/s 2(k) of the Industrial Disputes Act, 1947. In reference to these objections, it is their contention that the Gomantak Mazdoor Sangh, the Party I/Union never raised the demand before the Employer. There is no evidence produced on record to show that the Union raised the said demand and the same was rejected by the Employer. It is their contention that the Union directly raised their so called dispute before the Conciliation Officer without first approaching the Party II/Company.

40. Strong reliance has been placed in support of their above contention in the case of Sindhu Resettlement Corporation Ltd. v/s Industrial Tribunal of Gujarat, AIR 1968 SC 529 which has confirmed that where there was no demand made by the workman on the Employer and consequently no refusal by the employer, no industrial dispute exists and the reference itself is incompetent. The ratio of Sindhu Resettlement has been reiterated in Prabhakar v/s Joint Director, Sericulture Department & Another (2015) 25 SCC 1, where the Court held that the raising of a demand is a condition precedent to the existence of a dispute. The Union has not produced a single document showing that the document showing that the Company was ever informed of any demand or grievance before the so-called strike or the reference. Hence, no valid dispute existed for the Government to refer under Section 10(1) of the Act. The absence of demand also negates the alleged "refusal of employment", as the Company cannot be said to have refused something that was never requested.

41. Distinguishing Sindhu Resettlement, the Party II contended that the reference is bad in law because no formal demand was raised before the Management, relying heavily on Sindhu Resettlement Corporation Ltd v/s Industrial Tribunal. It is submitted that this reliance is wholly misconceived and legally flawed. In Sindhu, the demand raised was for "retrenchment compensation" but the reference made was for "reinstatement". The Hon'ble Supreme Court held that the reference is bad because the specific matter referred was never demanded. In the present case, the dispute is regarding "Refusal of Employment" w.e.f. 19/10/2004. This is exactly what the workmen demanded by their physical presence at the Gate, exactly what the Management refused and exactly what the Government referred. There is no variance between the demand and the reference.

42. Written demand is Not a Sine Qua Non: The Party II suppresses the position of law settled by the Constitution Bench in Shambu Nath Goyal v/s Bank of Baroda (1978) 2 SCC 353. The Hon'ble Supreme Court has clarified that a *written demand is not a sine qua non (absolute requirement) for the existence of an industrial dispute. The Court held that an "Industrial Dispute" under Section 2(k) essentially means a "difference" between the Parties. This difference can be established by the conduct of the Parties, including the Employer's refusal to allow workmen to enter the premises.*

43. Demand raised during Conciliation is Sufficient: It is a settled law (Village Papers Pvt. Ltd. v/s State of Himachal Pradesh) *that even if a demand was not formally served prior to approaching the Labour Commissioner, a demand raised during conciliation proceedings cures this defect.* The Union explicitly raised the dispute of "Refusal of Employment" before the Conciliation Officer. The Party II participated in

those proceedings and refused to take the workers back without the “Declaration”. This refusal before the Conciliation Officer constitutes a valid “refusal” satisfying the requirements of the Act.

44. Further, in order to counter the objections of the Party II wherein the Ld. Advocate appearing for the Party II had pointed out that the Judgment in the case of M/s Premium Transmission Pvt. Ltd. passed by the Hon’ble Bombay High Court in support of their contention as regards to the objections of maintainability raised by the Party II being stayed when challenged in the Hon’ble Supreme Court, the Party I produced on record the final verdict passed by the Supreme Court on 27/01/2026 wherein the Hon’ble Supreme Court in the case of M/s Premium Transmission Pvt. Ltd. v/s State of Maharashtra & Others held that “*a formal written demand by a workman to the Employer is not an sine qua non (absolute condition) for the existence of an industrial dispute under Industrial Disputes Act, 1947*”. Thus, from the observation made by the Hon’ble Supreme Court in M/s Premium Transmission Pvt. Ltd. (Supra) it can be concluded safely that the dispute raised directly to the Conciliation Officer itself does not make a dispute invalid and non-maintainable u/s 2(k) of the Industrial Disputes Act, 1947 and that such a dispute without a direct demand to the Employer raised before the Conciliation Officer is maintainable as the same is not bad in law. This Issue thus stands answered in the negative against the Party II/Employer.

45. *Issue No. 6:* Shri Walter Gonsalves deposed that on 31/05/2004, all the workers realised that the Management had discontinued the training period of those 7 persons as per the Appointment Letter. That at the instigation of the Union Leader some of the Trainee Technicians and some permanent workers and contract workers started non-cooperation and went on an illegal and unjustified illegal strike from 31/05/2004 at about 1.30 p.m. by shouting slogans and abusing other working employees of the Company. Now to substantiate this, the Management has not produced anything on record to show that the workmen named hereinabove went on an illegal strike from 31/05/2004. On the contrary, the same witness in his cross-examination admitted that the dispute pertaining to the illegal termination of services was referred to the Industrial Tribunal by the Government of Goa for adjudication and hence the Union/Workmen withdrew their strike from 18/10/2004. The above statement of the Management witness in the cross-examination puts an end to the issue that the workmen went on an illegal strike from 31/05/2004. Besides that it is the contention of the Party I/Union that the strike on 31/05/2004 was a spontaneous reaction to the sudden, arbitrary and illegal termination of 7 workmen (falsely labelled as Trainees). That the workmen were compelled to go on strike on account of the situation created by the Management (impossible compliance or engage in sudden mass termination). In such situation, the requirement of notice u/s 22 is mitigated by the doctrine of provocation. As such, the Management is not allowed to take the advantage of its own wrong when they have ignited unrest by terminating the workers suddenly. There is no rebuttal to this legal submission from the Management side. Hence, this Tribunal is constrained to answer this Issue in the negative against the Management.

46. *Issue No. 4, 7 & 8:* It is in the deposition of Shri Puti Gaonkar wherein he stated that on 31/05/2004 when the workers joined the duties in the first shift at the relevant time, the Management at about 12 hours called the workmen namely; Deepa Chari, Sumita Shirodkar, Shipa Shetkar, Sudarshan Chingle, Nilima Naik, Sarika Naik, Ms. Suman Bordekar in the Management Office for discussion. From these workers when Party II/Management learnt that they had attended the Union General Body Meeting, the Management started threatening them and asked them to immediately resign from the Union. All the workers in the Plant however, unanimously decided to support these workers as the Management was illegally harassing them for joining the Union and had unilaterally decided to initiate action against them. The management also refused to discuss with the Committee Members. As such, the workers struck the work in protest against the unilateral decision of the Management.

47. The Union also examined two more witnesses namely; Shri Prakash Gaude who deposed that on 31/05/2004 the 7 workers namely; Deepa Chari, Sumita Shirodkar, Shilpa Shetkar, Sudarshan Chingle, Nilima Naik, Sanika Naik and Suman Bordekar were called by the Party II in the office and were asked to quit the Gomantak Mazdoor Sangh and join the internal union. As these workmen refused, they were immediately handed over their termination letters and a false case of sabotaging drugs were made against them. There were no inquiries nor any charge-sheets ever filed against these 7 workmen.

48. Similarly, the witness Shri Navnath Gaonkar examined by the Union is the Workman concerned in the present reference who too has corroborated and supported the case of the Party I/Union stating that on 31/05/2004 the 7 workers namely; Deepa Chari, Sumita Shirodkar, Shilpa Shetkar, Sudarshan Chingle, Nilima Naik, Sanika Naik and Suman Bordekar were called by the Party II in the office and were asked to

quit the Gomantak Mazdoor Sangh and join the internal union. As these workmen refused, they were immediately handed over their termination letters and a false case of sabotaging drugs were made against them. There were no inquiries nor any charge-sheets ever filed against these 7 workmen.

49. The Union as such through Shri Puti Gaonkar, the General Secretary of the Union and by examining one of the workmen in the reference and one another witness Shri Prakash Gaude testified on oath to prove that the workmen concerned in the present reference infact were refused employment firstly because they had gone on strike on account of sudden termination of 7 workmen who were the office bearers of the Party I/Union and thereafter all the workmen concerned in the present reference except the 7 terminated workmen refused to sign the 'Declaration' as it where it basis prepared by the Management. All these witnesses have stated that the action of termination of 7 workmen on account of their refusal to join the Internal Union of the Management were unjustified and illegal and as such, all the workforce was compelled to go on strike w.e.f. 31/05/2004 till 19/10/2004. That upon the Failure Report of the conciliation proceedings in respect of the termination of the 7 workers, all the workmen ended their strike and wanted to join their duty but their joining duty was made condition precedent by the Management when they were asked to sign the 'Declaration' prepared by the Management. When the workmen wanted to add the words "in my post" in the said Declaration, the Management did not agree to the same. As such, the Declaration was not signed. Consequently, the Management refused employment to all these workmen. He further deposed that on 01.06.2004, all the seven workers were issued with the Termination Letter, as such all the workers unanimously decided to protest against illegal termination of service of seven workmen by initiating a legal strike w.e.f. 01.06.2004. That the matter pertaining to the said termination and the Charter of Demands raised by the workmen ended in a Failure Report pursuance to which the Workmen and the Union had withdrawn their legal strike w.e.f. 18/10/2004.

50. That on withdrawal of the legal strike all the workers went to resume their duty on 19/10/2004 but the Management refused to allow them to resume their duty and demanded an undertaking. That in spite of the fact that the workers were not bound to give the undertaking, all the workmen gave undertaking however the Party II/Company refused to allow them to resume their duty. The above fact has been categorically admitted by the Company's witness Shri Walter Gonsalves stating that the Company had asked to sign the declarations and the Party I/workmen were not allowed to resume duty as they had refused to sign the declaration.

51. He further admitted that the Party I/Workmen had submitted the Declaration by adding the words "in my post". He further affirmed that because the words "in my post" were added by the workmen, the Management refused to take them. As regards to the conciliation proceedings, this witness admitted that the Union had submitted the matter pertaining to the illegal termination of the seven workmen which was thereafter referred to the Industrial Tribunal by the Government of Goa for adjudication pursuance to which the workmen had withdrawn their strike from 18/10/2004 and all the workmen went to resume their duties from 19/10/2004. He further affirmed that it is the Management who asked the workmen to sign the Declaration when the workmen came to resume their duty on 19/10/2004.

52. Thus, it is clear from the deposition of Company's own witness that the workmen were refused work on 19/10/2004 for adding the words "in my post" to the Declaration prepared by the Management which Declaration the Management wanted to sign before they resume to their duty. The question therefore arises is whether asking the workmen to sign Declaration when they end their strike and wish to join their duty unanimously by the Management is valid? There is no justification given by the Management as to whether signing of such Declaration before joining their duties post ending the legal strike, whether the same prejudices the right of the workman or otherwise. IF there is no such requirement for signing any Declaration before joining the duties post ending of the legal strike, then can the Management force such declaration on the concerned workmen? This is yet another question which remains to be unanswered by the Management as it is for the Management to show that by not signing the Declaration, the workmen have violated any rules or any provision of law.

53. Presuming for a moment that the Management by wanting the workmen to sign their Declaration were trying to safeguard their interest, then if the workmen adds to it the words "in my post" for their own safety, then the same should not cause any prejudice to the Management. Firstly, the Management should not have asked the workmen to sign the Declaration who had come to join their duties after ending the

strike. As such, by refusing the workmen to allow them to resume duty who had ended their strike post the Failure Report, should not have burdened them with signing the Declaration unanimously as required by the Management. Secondly, if the workmen wanted to sign the Declaration by adding the words “in my post” in order to protect their own interest, then the same cannot be a ground for the Management to refuse them work when they came to resume their duties from 19/10/2004.

54. It is the contention of the Party I/Union that the Management insisted upon the workmen to sign the Bond which according to them was a condition precedent before entering the Factory which was like imposing a new condition for existing permanent employment which constitute change in service condition under Section 9A of the Industrial Disputes Act. The Management did not give any notice of change which notice is mandatory for assigning such Bond. That failure to give such notice before demanding the workmen to sign the Declaration was nothing less than amounting to unfair practice and such an act on behalf of the Management was illegal ab initio. It is also their contention that the workmen did not sign the said Declaration as they apprehended that the Managing would victimize active union members by transferring them to humiliating posts once the said Declaration was signed before entering the employment and such illegal transfer would break the morals of the workmen. It is further submitted that the refusal to sign the Declaration without the words “in my post” was not at all a refusal to do their duty but it was a preventive measure which the workmen wanted to take in their interest. As such, it is submitted that by no stretch of imagination, the said refusal to sign the Declaration as prepared by the Management was not a sine quo non for their re-entry into the employment.

55. While distinguishing the Judgment relied upon by the Party II in the case of Motipur Sugar Factory the Party I/Workmen contended that the said citation is not applicable considering the fact that the said case dealt with “go-slow tactics” affecting production quantity whereas the issue in the present reference started from illegal termination of seven co-workers. As such, the factual matrix in the citation Motipur Sugar Factory is entirely different from the case in hand and also for the reason that in the said citation the workers refused to join despite persuasion whereas in the case in hand the workers went on their own near the Gate on 19/10/2004 but were physically stopped by the Security because they did not sign a non-statutory document i.e the said Declaration prepared by the Management. All these aspects have been very well highlighted by the Union in their examination in chief as well as in the cross-examination of the Management witness Shri Walter Gonsalves. Thus, sufficiently proving all these issues, the burden of which was onto the Union, as such both the Issues i.e. Issue No. 4, 7 and 8 stands answered in favour of the Union in the affirmative.

56. *Issue No. 9:* From the discussions and the findings given on the various issues herein above, this Tribunal comes to a conclusion that no doubt the issue in the present reference is not of direct termination of the workmen by giving them the show-cause or notice of termination but it was a refusal of employment by the Employer to the workmen who wanted to resume their duties and for which they had shown their willingness by reaching upto the Gate of the Factory and then it is the Management who refused employment to them because they did not sign the Bond/Declaration which is again not proved by the Management being in consonance with their working condition or having issued by giving appropriate notice to that effect. In the circumstances, the refusal to allow them to join their duties amounts to illegal termination of their services. Hence, the Party I/Workmen are entitled for relief claimed in their Statement of Claim. As such, Issue No. 9 stands answered in the affirmative in favour of the Party I/Union.

Hence, the following Order:

ORDER

- i. The Award stands allowed.
- ii. It is declared that the termination is illegal, improper and unjustified.
- iii. The Employer is hereby directed to re-instate all the workmen concerned in the reference.
- iv. No order as to costs.
- v. Inform the Government accordingly.

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

Panaji.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 2/65/2016-LD(Estt)/Part-II/1728

Date : 22-Jul-2026

Read: Order No. 2/65/2016-LD(Estt)/Part-I/1722 dated 21/07/2026.

The Government of Goa is pleased to order the transfer and posting of the following District Registrars/Civil Registrar-cum-Sub-Registrar, Group 'A' and 'B', Gazetted Officers of Registration Department, with immediate effect in public interest:

Sr. No.	Name of the Officer	Present posting of officer	Place of posting on transfer
1.	Shri Suraj Vernekar, District Registrar	District Registrar, North with additional charge of Civil Registrar-cum-Sub-Registrar, Bardez	District Registrar, South and shall hold additional charge of District Registrar, Kushavati and Civil Registrar-cum-Sub-Registrar, Bardez.
2.	Dr. Gouresh Bugde, District Registrar	District Registrar, South with additional charge of District Registrar, Kushavati and Civil Registrar-cum-Sub-Registrar, Salcete	District Registrar, North.
3.	Shri. Kiran Mesta, Civil Registrar-cum-Sub-Registrar	Civil Registrar-cum-Sub-Registrar-I, Salcete	Civil Registrar-cum-Sub-Registrar-I, Salcete and shall hold additional charge of Civil Registrar-cum-Sub-Registrar, Salcete.

The aforesaid Officers shall draw their pay and allowances against their respective transferred posts. The officers shall complete the process of handing over/taking over of charge with immediate effect, without fail and submit compliance accordingly.

This issues in supersession of earlier Order No. 2/65/2016-LD(Estt.)/Part-I/1722 dated 21/07/2026.

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

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

Porvorim.

Order

No. 8/540/2025-LD(Estt.)/1739

Date : 23-Jul-2026

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

This Order shall be in force for a further period of six (06) months with effect from 26/07/2026, unless extended by the Government, since Society's affairs have not yet reached finality due to the ongoing legal matters.

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

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

Porvorim.

Order

No. 8-9-2011-LD(Estt.)/1764

Date : 24-Jul-2026

Read: i) Order No. 35/4/2005/GAD-III/3131 dated 23/05/2011.

ii) Order No. 8-9-2011-LD(Estt)/995 dated 09/06/2011.

iii) Order No. 8-9-2011-LD(Estt)/740 dated 20/05/2022.

In partial modification to the Government Order cited at Sr. No. (ii) above, the Governor of Goa is hereby pleased to designate the following officers as First Appellate Authority and Public Information Officer in respect of the Registration Department, as required in the Clause 5 of the Right to Information Act, 2005.

- a) The Additional State Registrar in the office of the State Registrar-cum-Head of Notary Services is designated as First Appellate Authority and;
- b) The Deputy Director (Admn.) in the office of the State Registrar-cum-Head of Notary Services is designated as Public Information Officer.

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

Porvorim.

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

No. 15/7/2025-PER/2276

Date : 27-Jul-2026

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following officers in the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer, in public interest, with immediate effect:-

Sr. No.	Name & present posting of the Officer	Posted as
1.	Shri Pravind J. Gawas, Joint Mamlatdar-I, Pernem	Mamlatdar in Collectorate, North
2.	Miss Carla Constancio Pereira, Joint Mamlatdar-II, Pernem with additional charge of Joint Mamlatdar-III, Pernem	Joint Mamlatdar-I, Pernem with additional charge of Joint Mamlatdar-II, Pernem
3.	Shri Abhishek A. Naik, Joint Mamlatdar-I, Ponda	Joint Mamlatdar-II, Ponda
4.	Smt. Siddhy Pai Angle, Joint Mamlatdar-III, Ponda	Joint Mamlatdar-I, Ponda
5.	Ms. Urvashi Umesh Naik, Joint Mamlatdar-II, Ponda	Joint Mamlatdar-III, Ponda

Shri Ranjeet R. Salgaonkar, Mamlatdar, Pernem shall hold the charge of Joint Mamlatdar-III, Pernem in addition to his own duties.

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

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

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

Porvorim.

Order

No. 6/1/2026-PER/2280

Date : 27-Jul-2026

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

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Gurudas S. T. Desai, Additional Collector-I, North with additional charge of Managing Director, Goa Human Resource Development Corporation	Collector, Kushavati District with additional charge of Managing Director, Goa Human Resource Development Corporation
2.	Shri Pravin Hire Parab, Additional Collector-II, North	Additional Collector-I, North
3.	Shri Akshay G. Potekar, Director (Admn.), office of Director General of Police	Additional Collector-II, North
4.	Smt. Sandra DeSouza, awaiting posting	Director (Admn.), office of Director General of Police

Smt. Sandra DeSouza shall continue to hold the charge of Deputy Director (Admn.), Labour & Employment in addition to her own duties, until further orders.

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

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

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

Porvorim.

**Department of Public Health****Order**

No. 4/1/2006-II/PHD/1734

Date : 01-Jul-2026

On recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(9)/2026/110 dated 08/06/2026, Government is pleased to promote Dr. Jinendra Kumar R., Associate Professor to the post of Professor in the Department of Neurosurgery (Group “A” Gazetted) in Goa Medical College and Hospital, Bambolim on regular basis in the Level 13 of Pay Matrix (PB-4; Rs. 37400-67000/- + GP Rs. 8700/-) and other allowance to be fixed as per Rules with immediate effect.

The promotion is made against the vacancy occurred due to retirement of Dr. Ponraj K. Sundaram from the post of Professor in the Department of Neurosurgery in Goa Medical College on 28/02/2026.

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

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

Porvorim.

Order

No. 4/2/2018-II/PHD/1834

Date : 16-Jul-2026

On recommendation of the Goa Public Service Commission as conveyed vide their No. S2GPSC-LPCF0GMCH/9/2026 I/1043/2026/129 dated 23/06/2026, Government is pleased to declare the following Doctors as having satisfactorily completed their probation period of two years and to confirm them in the post of Assistant Professor in Department Plastic Surgery, in Goa Medical College and Hospital, Bambolim, with effect from the date of completion of their probation period.

Sr. No.	Name of the Officer	Date of completion of probation period
1.	Dr. Venkatesh Rajaram Sawant	28/09/2022
2	Dr. Ritam Ramkrishna Naique Dessai	15/12/2023

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

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

Porvorim.

Order

No. 4/30/2026-II/PHD/1849

Date : 17-Jul-2026

Read: Memorandum No. 4/30/2026-II/PHD/1586 dated 16/06/2026.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/1/5/30(12)/2026/62 dated 18/05/2026, Government is pleased to appoint Dr. Lynette Maria Fernandes to the post of Lecturer in Obstetrics and Gynaecology (OBG) (Group "A" Gazetted) under Goa Medical College & Hospital, Bambolim-Goa in Level-11 of Pay Matrix (Pre-revised: Pay Band-3 Rs. 15600-39100 + Grade Pay of Rs. 6600/-) with immediate effect and as per the terms and conditions in the Memorandum cited above.

Dr. Lynette Maria Fernandes shall be on probation for a period of two years.

Dr. Lynette Maria Fernandes has been declared medically fit by the Medical Board and her character and antecedents have been verified by the District Magistrate, North Goa District, Panaji-Goa at the time of her appointment as Junior Gynaecologist under the Directorate of Health Services.

The above appointment is made against the vacancy occurred due to promotion of Dr. Sarika Damodar alias Swapnil Arsekar, Lecturer to the post of Assistant Professor in Department of Obstetrics and Gynaecology vide Order No. 4/16/2002-II/PHD/Vol. II/1741 dated 21/09/2021.

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

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

Porvorim.

Department of Tourism

Order

No. 7/5(29)(GTPPMA)/2026/DT/Part File/2242

Date : 21-Jul-2026

In exercise of powers vested in the undersigned under Section 5, read with Section 4 of the Goa Tourist Places Protection and Maintenance Act, 2001 (hereinafter referred to as the said Act) and Notification No. 6/4(59)2001-DT dated 26/11/2001, I, Kedar Naik, Director of Tourism, being the Competent Authority under the above Act, declare the following activities, process or operation as "Nuisance" since such activities are likely to damage or deteriorate the tourism potentiality of the Tourist Places as defined under Section 3 of the said Act, and prohibit below mentioned activities/operation and further direct the concerned person, Company, Association or firm or any other body not to undertake any of the such activities, process or operation in the Tourist Places, with immediate effect:-

1. Commission or omission or carrying on of any activity, process, operation which includes the operation of or plying of vessels or boats or timber, raft or any other floating object in any part of the sea, river or port or oil spillage which causes or is likely to cause injury, danger, annoyance to the sense of sight, smell or hearing or which is or may be dangerous to life or injurious to health or property.

2. Coercing, pestering or attempting to force a tourist to purchase goods or services.
3. Consuming liquor in any space where consumption of liquor is not permitted or breaking glass bottles.
4. Cooking in open spaces beyond the confines of an area or any other space not permitted for such activity; or littering waste including used material, empty bottles, in places other than the ones meant for dumping such waste.
5. Operating any boating activities for taking tourists or water sports activities from any area other than those expressly permitted and conducted within the demarcated zones, as may be notified in the Official Gazette from time to time.
6. Engaging in the touting or sale of cruise boat tickets or any other tickets for tourist activities from any location other than authorized ticketing counters or offices at designated tourist places.
7. Begging at tourist places in a manner that causes annoyance or inconvenience to the public.
8. Selling of items or goods from unauthorized handcarts, movable carts, or by unauthorized hawkers.
9. Driving unauthorized vehicles on beaches.
10. Unauthorized selling of water sports tickets/packages to tourists for services to be offered outside the State of Goa.
11. Obstructing the free movement of tourists or compelling them to purchase any items, goods or services by hawkers, agents or service providers.
12. Activities related to unauthorized/illegal placement of deck-beds, tables and other items on all the beaches of Goa without obtaining valid permissions from the Prescribed/Competent Authority.
13. Unauthorized occupation of Government beach land/area.
14. Obstructing or blocking access to essential services, including emergency vehicles, beach cleaning vehicles, lifeguard vehicles, and other authorized service vehicles.
15. Organizing unauthorized beach parties, events, or commercial activities in public tourist places.
16. Public urination, public defecation or engaging in any other unhygienic practice that adversely affects the cleanliness, hygiene or tourism value of tourist places.
17. Discharging any waste, chemicals, sewage, oil or other pollutants onto the Government beach land/area.
18. Unauthorized solicitation or providing unauthorized massage services at tourist places, or association with masseurs, vagabonds, hawkers or other persons involved in activities adversely affecting the tourism potential of tourist places.
19. Committing any other activity as may be prescribed under the said Act or rules made thereunder.

I further direct all concerned Police Officers and person in-charge of Police Station under their respective jurisdiction, under Section 13, of said Act to act in aid of the orders of the Competent Authority.

Any person, Company, Association or firm or any other body, who fails to comply with this Order or obstructs any person acting on the direction of this Order, shall be punishable with fine of Rs. 5000/- (Rupees Five thousand only) which may extend upto Rs. 1,00,000/- (Rupees One lakh only) and shall be also liable for punishment under Section 223 of Bharatiya Nyaya Sanhita, 2023 (Central Act 45 of 2023).

This Order supersedes earlier Order No. 7/5(29)(GTPMA)/2025/DT/Part File/4637 dated 21.11.2025.

Given under my hand and seal of this Office on 21st day of July, 2026.

Kedar A. Naik, GCS, Director of Tourism & Competent Authority.

Panaji.

Department of Transport

Directorate of Transport

Order

No. D.Tpt/EST/285-V/2026/2372

Date : 21-Jul-2026

On the recommendation of the Goa Public Service Commission, Panaji-Goa, conveyed vide their letter No. COM/II/11/49(1)/2022/166 dated 09/07/2026, the Government is pleased to promote Shri Sanjay Kalal, Motor Vehicles Inspector to the post of Assistant Director of Transport (Group 'B' Gazetted) in Pay Matrix Level 7 of the 7th Pay Commission on regular basis with immediate effect and post him as Assistant Director of Transport, HQ, Head Office, Porvorim-Goa.

The said Officer shall be on probation for a period of two years.

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

Arvind B. Khutkar, Director of Transport.

Porvorim.

www.goaprintingpress.gov.in

Published by the Director, Printing & Stationary,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

Price—Rs. 42.00