

Panaji, 03rd September, 2026 (Bhadra 12, 1948)

SERIES II No. 23

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Animal Husbandry

Directorate of Animal Husbandry and Veterinary Services

Order

No. 6-2(2)/ Veterinary College/Part-XX/26-27/1787

Date : 24-Jun-2026

Read No.: 6-2(2)/Veterinary College/Part-XX/26-27/1770 dated 22/06/2026.

On the recommendation of the Goa Public Service Commission, as conveyed under letter No. COM/I/5/3(1)/2026/101 dated 02/06/2026, the Government is pleased to appoint Dr. Solomon Rajkumar Racharla to the post of “Dean”, Group “A” Gazetted (UR Category) on regular basis in the Goa College of Veterinary and Animal Sciences, Curti Ponda under the Directorate of Animal Husbandry & Veterinary Services, Panaji, in the Pay Level-14 plus 20% NPA of the 7th Pay Commission and other admissible allowances as applicable. The pay and allowances of the officer shall be fixed as per the CCS (Revised pay) Rules, 2016.

His appointment will take effect from the date of his joining the post. The appointment shall be subject to satisfactory verification of the character and antecedents and medical examination, to be completed after assumption of charge.

He shall draw his salary under Budget Head Demand No. 65 “2403—Animal Husbandry, 00—, 001— Direction and Administration, 03—Goa College of Veterinary and Animal Sciences, 00—General, 01—Salaries.”

The above officer shall be on probation period for a period of one year from the date of joining the post.

By order and in the name of Governor of Goa.

Dr. *Shirish S. Gaonkar*, Director & ex officio Joint Secretary (AH).

Panaji.

Order

No. 11-2-97-AH/2026-27/3214

Date : 31-Aug-2026

Whereas, the proposal for engaging the services of Dr. Shirishkumar S. Betkekar, as Officer on Special Duty (OSD) of Goa College of Veterinary and Animal Sciences under the Directorate of Animal Husbandry & Veterinary Services, on contract basis for initially period of one year w.e.f. 01/09/2026 on payment of

remuneration of Rs. 70,810/- (Rupees Seventy thousand eight hundred ten only) per month, was approved by the Council of Ministers taken in the CIXth Cabinet meeting held on 21/08/2026.

Now therefore, in view of the approval of Council of Ministers, the services of Dr. Shirishkumar S. Betkekar, retired Dy. Director as Officer on Special Duty (OSD) is hereby engaged for Goa College of Veterinary and Animal Sciences, under the Directorate of Animal Husbandry & Veterinary Services.

This is issued with the approval of the Department of Personnel vide U. O. No. 1798/F dated 21/05/2026 and concurrence of Finance (R&C) vide U. O. No. 3043/F dated 24/06/2026.

By order and in the name of Governor of Goa.

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

Panaji.

Notification

No. 11-2-97-AH/2026-27/3196

Date : 31-Aug-2026

Government of Goa is pleased to notify that Dr. Shirishkumar S. Betkekar, Dy. Director, Department of Animal Husbandry & Veterinary Services stands relieved from Government service w.e.f. 31/08/2026 (a.n.) upon attaining the age of superannuation.

By order and in the name of Governor of Goa.

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

Panaji.

Department of Co-operation

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

Order

No. 197/MoC/Coop Week 2026/RCS/Wing-II/Suppl/1848

Date : 29-Jul-2026

Read: 1) The Scheme for Goa State Co-operative Award and Assistance notified by Notification No. 43/2/2001/TS/RCS dated 20/09/2001.

2) The Report dated 26/06/2001 submitted by the Goa State Co-operative Awards and Assistance Selection Committee.

In pursuance of the Scheme for Goa State Co-operative Awards and Assistance notified vide Notification No. 43/2/2001/TS/RCS dated 20/09/2001, and on the recommendations of the Goa State Co-operative Awards and Assistance Selection Committee, the Government is pleased to declare the following recipients of the Goa State Co-operative Awards and Assistance for the Co-operative Year 2024-2025.

Sr. No.	Name of Awardee	Award
1	Shri Ulhas Baban alias Uttam Phal Dessai	Sahakar Ratna
2	Dr. Anil N. N. Gaunekar	Sahakar Bhushan
3	Late Shripati Dattaram Gaonkar	Sahakar Shree
4	Marcel Urban Co-op Credit Society Ltd., Marcel-Goa	Best Co-operative Society
5	The Jana Utkarsh Urban Co-op. Credit Society Ltd., Mapusa-Goa	Consolation Award for Co-operative Society
6	Bicholim Electricity Employees Co-operative Credit Sty. Ltd., Bicholim-Goa	Consolation Award for Co-operative Society
7	Shri Vasant Ram Devli Alias Devidas (Canacona Taluka Farmers Co-op Sty. Ltd., Canacona)	Assistance to Individuals in the field of Co-operative movement

8	Shri Ashok Gopinath Naik (Conxem Nirankal V.K.S. Society Ltd., Ponda-Goa)	Assistance to Individuals in the field of Co-operative movement
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The above awards and assistance were conferred upon the recipients on 06th July, 2026.

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

Ashutosh R. Apte, Registrar of Co-op. Societies & ex officio Addl. Secretary.

Panaji.

Order

No. 3/11/Urban Credit/TS-II/NZ/2019/RCS/Vol.I/2208

Date : 20-Aug-2026

- Read: 1. Order No. 48-8-2001-TS-RCS/III dated 21/04/2017.
 2. Circular No. 6-13-81/EST/RCS/Part-V dated 06/03/2020.
 3. Order No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/1558 dated 06/09/2021.
 4. Letter No. ARCS/NZ/PLN/Registrar Nominee/2546 dated 22/11/2022.
 5. Order No. 3/11/Urban Credit/TS-II/NZ/2019/RCS dated 22/12/2022.
 6. Letter No. ARCS/NZ/PLN/Registrar Nominee/1020 dated 10/08/2023.
 7. Order No. 3/11/Urban Credit/TS-II/NZ/2019/RCS dated 01/09/2023.
 8. Letter No. ARCS/NZ/PLN/RN/1073 dated 31/07/2024.
 9. Order No. 3/11/Urban Credit/TS-II/NZ/2019/RCS/3710 dated 17/01/2025.
 10. Letter No. 04/04/00/TS/NZ/VOL.I/679 dated 28/08/2025.
 11. Order No. 3/11/Urban Credit/TS-II/NZ/2019/RCS/3359 dated 19/11/2025.
 12. Letter No. 04-04/00/TS/NZ/VOL.I/401 dated 25/06/2026.
 13. Letter No. 04-04/00/TS/NZ/VOL.I/657 dated 07/08/2026.

Whereas, vide Order read at Sr. No. 1 above, Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa was appointed as Registrar's Nominee under section 86(1) of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And whereas, vide Order No. read at Serial No. 3 above, Shivaji B. Sinai Bhangui, was authorized as dedicated Registrar's Nominee for the Jana Utkarsh Urban Co-operative Credit Society Ltd. (Reg. No. Res-(a)-12/NZ/Goa dated 30/09/1993), 37/B, Prabhavati Karekar Building, Khorlim, Mapusa-Goa, to directly receive and adjudicate disputes referred by the said society, without routing through this office.

And whereas, said authorization was initially for period of one year w.e.f. 04/08/2021 till 03/08/2022 and further extended the term upto 03/08/2026.

And whereas, the Asstt. Registrar of Co-operative Societies, North Zone, Mapusa-Goa vide letter referred at Sr. No. 12 above, forwarded proposal of the society requesting to grant further extension of one year to Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa as their dedicated Registrar's Nominee.

Now therefore, in exercise of the powers conferred under Section 123(B) of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned Registrar of Co-operative Societies, do hereby authorize Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa as dedicated Registrar's Nominee for the Jana Utkarsh Urban Co-operative Credit Society Ltd., (Reg. No. Res-(a)-12/NZ/Goa dated 30/09/1993), 37/B, Prabhavati Karekar Building, Khorlim, Mapusa-Goa, for a period of one year with retrospective effect from 04/08/2026 to 03/08/2027.

Further, if a purported dispute is referred by the said society, the above named Registrar's Nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by the society involves a dispute and pass appropriate orders under sub-section (1) of Section 86 of the Act.

Only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as the Registrar's Nominee vide Order read at Sr. No. 1 above.

This order is subject to the following conditions:

1. The Nominee appointed is required to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidance of all the subordinate courts keeping in view the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
2. The Nominee shall refrain himself from representing before any other Registrar's Nominee/Board of Nominee as a legal practitioner of a party to the dispute under the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
3. Arbitration fee shall be charged as provided under the Goa Co-operative Societies Act, 2001 and Rules, 2003;
4. The application regarding reference of dispute shall be accompanied with documentary proof towards payment of fees payable to the Government by way of e-challan and e-receipt as prescribed under the Goa Co-operative Societies Rules, 2003 without which proceedings should not be commenced. In case proceeding is commenced without obtaining a copy of paid challan then the Registrar's Nominee shall pay such fees to the Government;
5. This order shall remain in force for one year unless extended and its issue can also be withdrawn at anytime without assigning any reasons by the undersigned.

Given under the seal of this office.

Ashutosh Apte, Registrar of Co-op. Societies & ex officio Addl. Secretary.

Panaji.

Order

No. 3/10/Urban Credit/TS-II/BZ/2019/RCS/2295

Date : 26-Aug-2026

Read: 1) Order No. 48-8-2001-TS-RCS/III/311 dated 21/04/2017.

2) Circular No. 6-13-81/EST/RCS/Part V dated 06/03/2020.

3) Letter No. 4/20/OO-TS/1322 dated 28/03/2025.

4) This office order No. 3/10/Uban Credit/TS-II/BZ/2019/RCS/1033 dated 19/06/2025.

5) Letter No. 4/20/OO-TS/Vol.III/437 dated 15/07/2026.

Whereas, Adv. Anant C. Pansekar, having office at S-4, 2nd floor, Fatima Chambers, Dr. A.B. Road, St. Inez, Panaji-Goa, was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Society Act, 2001, read with Rule 116(1) of the Goa Co-operative Rules, 2003 vide Order read at Sr. No. 1 above for deciding the disputes arising in any of the Co-operative Societies referred by them by the Registrar of Co-operative Societies/Asstt. Registrar of Co-operative Societies.

And Whereas, vide this office Order read at Sr. No. 4 above, Adv. Anant C. Pansekar was authorized as dedicated Nominee of the Registrar of Co-operative Societies for the Janavikas Nagari Sahakari Pat Saunstha Maryadit, Amona, Bicholim Goa, now the society has made amendment and changed name of the society as "Janvikas Multipurpose Primary Agriculture Co-operative Society Ltd., Amona, Bicholim-Goa" (hereafter referred as "said Society") to entertain all the disputes referred to him in matters of recovery of outstanding loans of the said Society, without routing through this Department.

And Whereas, said authorisation was initially for period of one year w.e.f. 19/06/2025 till 18/06/2026.

And Whereas, vide letter dated 15/07/2026 read at Sr. No. 5 above, the Asstt. Registrar of Co-operative Societies, Bicholim Zone, Sankhali-Goa, has forwarded the request of “Janvikas Multipurpose Primary Agriculture Co-operative Society Ltd., Amona, Bicholim-Goa” for extending the above referred authorisation for a further period of one year.

Now therefore, in exercise of the powers conferred under Section 123B of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned, Registrar of Co-operative Societies do hereby extend the authorization of Adv. Anant C. Pansekar, having office at S-4, 2nd floor, Fatima Chambers, Dr. A.B. Road, St. Inez, Panaji-Goa, as dedicated Registrar’s Nominee for a period of one year with effect from 19/06/2026 to 18/06/2027 for the “Janvikas Multipurpose Primary Agriculture Co-operative Society Ltd., Amona, Bicholim - Goa”.

Further, when a purported dispute is referred by the said Society, the above named dedicated Registrar’s Nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by the Society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86 of the Act. He shall also ensure that the said society encloses the documentary proof towards payment of fees payable under Rule 115 by way of e-challan and e-receipt.

Further, only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar’s Nominee vide Order read at Sr. No. 1 above.

Additionally, this order is subject to the following conditions:

1. The Nominee appointed is required to maintain all the case files in terms of Civil Manual issued by the Hon’ble High Court for the guidance of all the subordinate courts keeping in view the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
2. The Nominee shall refrain himself from representing before any other Registrar's Nominee/Board of Nominee as a legal practitioner of a party to the dispute under the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
3. Arbitration fee shall be charged as provided under the Goa Co-operative Societies Act, 2001 and Rules, 2003;
4. The application regarding reference of dispute shall be accompanied with documentary proof towards payment of fees payable to the Government by way of e-challan and e-receipt as prescribed under the Goa Co-operative Societies Rules, 2003 without which proceedings should not be commenced. In case the proceedings is commenced without payment of Government fees, then Registrar's Nominee shall be liable to pay such fees to the Government;
5. This order shall remain in force for one year unless extended and its issue can also be withdrawn at anytime without assigning any reasons by the undersigned;
6. The society shall upload its statements of accounts, loan statements and return on the departmental portal within fifteen days which are pending for uploading.

Given under the seal of this office.

Ashutosh Apte, Registrar of Co-op. Societies & ex officio Addl. Secretary.

Panaji.

Notification

No. 60/180/Core Commi./2022-23/TS-I/RCS/2448

Date : 09-Sep-2025

Sub.: Directives to update member’s legacy data in the online platform of the Department of Co-operation.

(Under Section 69 of the Goa Co-operative Societies Act, 2001)

(Goa Act 36 of 2001)

The Department of Co-operation has established an online platform on its website, www.coopgoa.gov.in, allowing co-operative societies to submit statutory compliances and other required information under the “Online Services” section. This initiative has been designed to facilitate a streamlined process for the benefit of Co-operative societies and to minimize direct interface.

However, it has come to the attention that many co-operative societies are not fully utilizing this valuable online service. During a recent assessment of membership across various societies, discrepancies in membership records were discovered. Specifically, it was noted that some individuals are registered as members in multiple societies, which artificially inflates the total membership count.

As per Section 37 of the Goa Co-operative Societies Act, 2001, every society is required to maintain a register of membership. Furthermore, Rule 29(4) of the Goa Co-operative Societies Rules, 2003 mandates that the register of members be updated/revised at the end of every financial year. This includes deleting the names of members who have ceased to continue as members due to death, resignation, expulsion, removal, or any other reason, as well as adding the names of new members enrolled during the year.

Additionally, a copy of the updated register of members must be uploaded by the society on its website, if any, and on the departmental portal every year before the date specified by the Registrar.

To address these issues and accurately assess member participation in the Co-operative Sector of Goa, the management of all the Co-operative banks and societies are hereby directed to ensure that their membership registers are thoroughly updated. All relevant member details must be uploaded to the departmental website by 30th September of this Co-operative Year. For subsequent years, the last date for updating relevant members' details to the departmental website will be 30th May of every Co-operative year.

The concerned Assistant Registrar of Co-operative Societies shall regularly monitor updation of membership data from societies under their respective jurisdiction and also address difficulties, if any, faced by the societies in uploading the membership information on departmental portal.

The management of all the Co-operative banks and societies are made aware that non compliance of these directives shall be viewed seriously.

Given under the seal of this office.

Ashutosh Apte, Registrar of Co-operative Societies & ex officio Additional Secretary.

Panaji.

Notification

No. 60/24/RCS Nom/TS/RCS/2163

Date : 19-Aug-2026

Read: 1. Letter No. GSCB/RECOV/2026-2027/2047 dated 29-06-2026.

2. Notification No. 60/24/RCS/Nominee/TS-I/RCS/2203/3194 dated 29/11/23.

Subject: Appointment of Sales-cum-Recovery Officer (South Zone) under Section 91D of the Goa Co-operative Societies Act, 2001.

Whereas, the Goa State Co-operative Bank Ltd., vide its letter No. GSCB/RECOV/2026-2027/2047 dated 09/06/2026, has sought approval for the appointment of a Sales-cum-Recovery Officer for the South Zone under Section 91D of the Goa Co-operative Societies Act, 2001.

And whereas, upon examination of the proposal, it is observed that the officer proposed to be appointed as the Sales-cum-Recovery Officer is liable to be transferred in accordance with the Bank's service rules, thereby necessitating fresh approval from this office upon every such transfer.

And whereas, in order to ensure continuity in the recovery proceedings and to avoid the need for obtaining fresh approval each time the incumbent is transferred, it is considered expedient that the appointment be linked to a designated post rather than to an individual officer.

Now, therefore, in exercise of the powers conferred under Section 123(B) and Section 91D of the Goa Co-operative Societies Act, 2001, the Registrar of Co-operative Societies hereby delegates and orders that the appointment of the Sales-cum-Recovery Officer (South Zone) shall be attached to the designated post

of Chief Executive, as defined under Section 2(9) of the Goa Co-operative Societies Act, 2001, and not to any particular individual.

Accordingly, the Goa State Co-operative Bank Ltd. shall designate the officer holding the post of Chief Executive as the Sales-cum-Recovery Officer (South Zone) and vest such officer with all the powers and functions exercisable under Section 91D of the Act. Any officer who, from time to time, holds the said post shall, by virtue of holding that office, discharge the duties and exercise the powers of the Sales-cum-Recovery Officer (South Zone) until further orders, without the necessity of obtaining fresh approval upon transfer or change of the incumbent.

The designated Sales-cum-Recovery Officer shall ensure that the recovery fees prescribed under Circular No. 41-3-85/TS/RCS/611 dated 24/05/2010 are duly recovered and deposited in Recovery execution fees account of this office maintained at Goa State Coop. Bank Ltd., Panaji.

The other terms and conditions contained in the Notification dated 29/11/2023, referred to at Sr. No. 2 above, shall continue to remain in force, except Clause 4, which shall stand modified to the extent indicated herein.

This Order shall come into force with immediate effect.

Given under the seal of this Office.

Ashutosh R. Apte, Registrar of Co-op. Societies & ex officio Addl. Secretary (Co-operation).
Panaji.

Notification

No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/2209

Date : 20-Aug-2026

Read: 1. Order No. 48-8-2001-TS-RCS/III dated 21/04/2017.

2. Circular No. 6-13-81/EST/RCS/Part-V dated 06/03/2020.

3. Order No. 3/18/Urban Credit/TS-II/NZ/2020/RCS dated 15/04/2021.

4. Letter No. ARCS/NZ/PLN/registrar Nominee/559 dated 20/06/2022.

5. Order No. 3/18/Urban Credit/TS-II/NZ/2020/RCS dated 28/11/2022.

6. Letter No. ARCS/NZ/PLN/registrar Nominee/1342 dated 06/09/2023.

7. Order No. 3/18/Urban Credit/TS-II/NZ/2020/RCS dated 12/02/2024.

8. Letter No. ARCS/NZ/PLN/registrar Nominee /327 dated 24/05/2024.

9. Notification No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/1093 dated 04/07/2024.

10. Letter No. 4-9-00-TS/Vol III/NZ/209 dated 06/05/2025.

11. Memorandum No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/1234 dated 26/06/2025.

12. Letter No. 4-9-00-TS/VOL-III/NZ/660 dated 30/07/2025.

13. Notification No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/2914 dated 03/10/2025.

14. Letter No. 4-9-00-TS/Vol-III/NZ/1651 dated 25/02/2026.

15. O. M. No. 3/18/Urban Credit/TS-II/NZ/2020/RCS/484 dated 28/04/2026.

16. Letter No. 4-9-00-TS/Vol-III/NZ/413 dated 26/06/2026.

Whereas, vide Order read at Sr. No. 1 above, Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And whereas, vide Order No. read at Serial No. 3 above, Shivaji B. Sinai Bhangui, was authorized as dedicated Registrar's Nominee for the Pirna Urban Co-operative Credit Society Ltd. (Reg. No. Res-(a)-23/NZ/Goa dated 12/12/1995), Pirna, Bardez-Goa, to directly receive and adjudicate disputes referred by the said society, without routing through this office.

And Whereas, said authorization was initially for period of one year w.e.f. 15/04/2021 till 14/04/2022 and further extended the term upto 14/04/2026.

And whereas, the Asstt. Registrar of Co-operative Societies, North Zone, Mapusa-Goa vide letter referred at Sr. No. 14 & 16 above, forwarded proposal bearing no. PUCCSL/H.O./2025-26/322 dated 12/04/2026 of the society requesting therein to grant further extension of one year to Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa as their dedicated Registrar's Nominee.

Now therefore, in exercise of the powers conferred under Section 123(B) of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned Registrar of Co-operative Societies, do hereby authorize Adv. Shivaji B. Sinai Bhangui, having office at above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Commercial & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa as dedicated Registrar's Nominee for the Pirna Urban Co-operative Credit Society Ltd. (Reg. No. Res-(a)-23/NZ/Goa dated 12/12/1995), Pirna Bardez-Goa, for a period of one year with retrospective effect from 15/04/2026 to 14/04/2027.

Further, if a purported dispute is referred by the said society, the above named Registrar's Nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by the society involves a dispute and pass appropriate orders under sub-section (1) of Section 86 of the Act.

Only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as the Registrar's Nominee vide Order read at Sr. No. 1 above.

This order is subject to the following conditions:

1. The Nominee appointed is required to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidance of all the subordinate courts keeping in view the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
2. The Nominee shall refrain himself from representing before any other Registrar's Nominee/Board of Nominee as a legal practitioner of a party to the dispute under the provisions of the Goa Co-operative Societies Act, 2001 and Rules, 2003;
3. Arbitration fee shall be charged as provided under the Goa Co-operative Societies Act, 2001 and Rules, 2003;
4. The application regarding reference of dispute shall be accompanied with documentary proof towards payment of fees payable to the Government by way of e-challan and e-receipt as prescribed under the Goa Co-operative Societies Rules, 2003 without which proceedings should not be commenced. In case proceeding is commenced without obtaining a copy of paid challan then the Registrar's Nominee shall pay himself such fees to the Government;
5. This order shall remain in force for one year unless extended and its issue can also be withdrawn at any time without assigning any reasons by the undersigned.

Given under the seal of this office.

Ashutosh Apte, Registrar of C-op. Societies & ex officio Addl. Secretary.

Panaji.

Addendum

No. 15-99-88-ADT/RCS(Suppl)/2212

Date : 20-Aug-2026

Read: 1) Order No. 15-99-88/ADT/RCS(Suppl)/3045 dated 04/12/2020 published in Official Gazette, Series II No. 40 dated 31/12/2020.

2) Addendum No. 15-99-88/ADT/RCS(Suppl)/4662 dated 23/03/2021 published in Official Gazette, Series II No. 2 dated 08/04/2021.

3) Addendum No. 15-99-88/ADT/RCS(Suppl)/2073 dated 14/10/2021 published in Official Gazette, Series II No. 34 dated 18/11/2021.

- 4) Addendum No. 15-99-88/ADT/RCS(Suppl)/1599 dated 18/08/2022 published in Official Gazette, Series II No. 21 dated 25/08/2022.
- 5) Addendum No. 15-99-88/ADT/RCS(Suppl)/2323 dated 15/09/2023 published in Official Gazette, Series II No. 26 dated 28/09/2023.
- 6) Addendum No. 15-99-88/ADT/RCS(Suppl)/4154 dated 08/02/2024 published in Official Gazette, Series II No. 46 dated 15/02/2025.

In exercise of the powers vested under Section 74(2) of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) read with Section 21 of the General Clauses Act, 1897, and with prior approval of the Government conveyed vide UO No. 587/F dated 13/08/2026, I, the Registrar of Co-operative Societies, Government of Goa do hereby add/include the name of the following Auditor in the panel of Auditors under Class A, after Serial No. 173 as under:

1. CHARTERED ACCOUNTANTS-CLASS 'A'

Sr. No.	Name of the C.A. & Address	Telephone/Mobile No.	Firms/Registration Membership No.
174	M/s ADNL & Co.		164408W

The above Chartered Accountant possesses all the qualification required for being appointed on the panel of auditors.

All other terms and conditions as stated in Order at ref. No. 1 read with addendums at ref. Nos. 2 to 6 remain unchanged.

Ashutosh Apte, Registrar of Co-op. Societies & ex officio Addl. Secretary (Co-operative).
Panaji.

Notification

No. 5-2128-2025/ARCS/HSG

Date : 16-Apr-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Valon Aura Co-operative Housing Maintenance Society Limited”, Valon Aura, Gogal, Margao, Goa is registered under code symbol No. RCSSZ2026270199.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.
Fatorda, Margao-Goa.

CERTIFICATE OF REGISTRATION

“Valon Aura Co-operative Housing Maintenance Society Limited”, Valon, Aura, Gogal, Margao, Goa has been registered on 16/04/2026 and its bears registration code symbol No. RCSSZ2026270199 and its classified as co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.
Fatorda, Margao-Goa.

Notification

No. 5-2152-2026/ARCS/HSG

Date : 22-Apr-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “The Rudra Aristo Co-operative Housing Maintenance Society Limited Cavellsim, Salcete, Goa” is registered under code symbol No. RCSSZ2026270204.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.
Fatorda, Margao-Goa.

CERTIFICATE OF REGISTRATION

“The Rudra Aristo Co-operative Housing Maintenance Society Limited Cavellosim, Salcete, Goa” has been registered on 22/04/2026 and its bears registration code symbol No. RCSSZ2026270204 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

Notification

No. 5-2161-2026/ARSZ/HSG

Date : 06-May-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “The Rudra Garden Co-operative Housing Maintenance Society Limited”, Seraulim, Colva Road Salcete, Goa is registered under code symbol No. RCSSZ2026270210.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

CERTIFICATE OF REGISTRATION

“The Rudra Garden Co-operative Housing Maintenance Society Limited”, Seraulim, Colva Road Salcete, Goa has been registered on 06/05/2026 and its bears registration code symbol No. RCSSZ2026270210 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

Notification

No. 5-2158-2026/ARCS/HSG

Date : 20-May-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “The Dream Grandeur Co-operative Housing Maintenance Society Limited near Navelim Panchayat, Buticas, Navelim, Salcete, Goa” is registered under code symbol No. RCSSZ2026270211.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

CERTIFICATE OF REGISTRATION

“The Dream Grandeur Co-operative Housing Maintenance Society Limited near Navelim Panchayat, Buticas, Navelim, Salcete, Goa” Goa has been registered on 20/05/2026 and its bears registration code symbol No. RCSSZ2026270211 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

Notification

No. 5-2165-2026/ARSZ/HSG

Date : 24-Jun-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, The Solitude Elite Co-operative Housing Maintenance Society Limited, Alto Dabolim, Goa is registered under code symbol No. RCSSZ2026270216.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

CERTIFICATE OF REGISTRATION

The Solitude Elite Co-operative Housing Maintenance Society Limited, Alto Dabolim, Goa has been registered on 24/06/2026 and its bears registration Code symbol No. RCSSZ2026270216 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Arvind G. Naik, Asst. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao-Goa.

**Department of Education**

Directorate of Technical Education

Order

No. 8/1/117/SSS/GCA/DTE/2026/1356

Date : 07-Aug-2026

Read:- Memorandum No. 8/34/86/EDN/Vol.IV/465 dated 12/05/2026.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/6(1)/2025/17 dated 15/04/2026, Government is pleased to appoint Ms. Sanjita Santosh Shetye on temporary basis to the post of Assistant Professor in Fine Art (Applied Art) (Group 'A' Gazetted) at Goa College of Art, Altinho, Panaji-Goa, under General category on an initial pay at level 10 [i.e. on an initial pay of of Rs.15,600/- (Pre-revised) in the Pay Scale of Rs. 15,600-39,100 (pre-revised) + Academic Grade Pay of Rs. 6000/- (pre-revised)] w.e.f. from the date of joining as per the terms & conditions contained in the Memorandum cited above.

The appointment is against the post of Shri Wilfred Goes, Assistant Professor in Fine Art (Applied Art) vacated with effect from 01/04/2025 due to superannuation.

Ms. Sanjita Santosh Shetye will be on probation for a period of two years.

She should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

She has been declared fit by Medical Board, Goa Medical College & Hospital Bambolim vide letter No. 4/105/85-H/GMC/2026/397 dated 24/06/2026. Her character and antecedents have been verified and nothing adverse is reported against her as conveyed by the Office of the Collector & District Magistrate, South Goa District vide letter No. 36/01/2026/SG/MISC/VCA/MAG/Vol.II/ M.O.2105 dated 24/07/2026.

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

Bhushan K. Savaikar, Director of Technical Education & ex officio Addl. Secretary.

Porvorim.

**Department of Environment & Climate Change****Corrigendum**

No. 2-5-2025-26/GC&EMS/DRS Authority /831

Date : 28-Aug-2026

In the Notification No. 2-5-2025-26/GC&EMS/DRS Authority/255 dated 20th May, 2026, published in the Official Gazette, Series II No. 9 dated 29th May, 2026, under Clause 19 of the functions and responsibilities of the Goa Deposit Refund Scheme Authority:

Existing Clause 19:

“The Goa Deposit Refund Scheme Authority shall specify ASPF to be paid by manufacturers as may be expedient for the operation of Deposit Refund Scheme.”

shall be read as:

“The Goa Deposit Refund Scheme Authority shall specify the Reverse Collection Fee (RCF) to be paid by manufacturers as may be expedient for the operation of the Deposit Refund Scheme.”

All other contents of the Notification shall remain the same.

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

Sachin S. Desai, Director & ex officio, Jt. Secretary Environment & Climate Change.

Panaji.



Department of Labour

Order

No. 28/26/2026-LAB/402

Date : 28-Aug-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s Cipla Limited, Plot No. L-138, L-139 to L-146, L-147/1/2/3, L-147/A, L-150, S-103 to S-105, S-107 to S-112, S-116, Verna Industrial Estate, Verna-Goa and their Workman, Shri Bandu Ade 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 Shri Bandu Ade, Junior Operator Production can be construed as Workman as defined under Section 2(s) of the Industrial Dispute Act, 1947.
- (2) If the answer to the above issue No. (1) is in affirmative, then whether the action of the management of M/s Cipla Limited, Plot No. L-138 L-139 to L-146, L-147/1/2/3, L-147/A, L-150, S-103 to S-105, S-107 to S-112, S-116, Verna Industrial Estate, Verna-Goa in dismissing Shri Bandu Ade, Junior Operator-Production, from service w.e.f. 28/01/2025 is legal and justified?
- (3) If answer to issue No. (2) above is in negative then what relief the Workman is entitled to?

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

Order

No. 28/25/2026-LAB/405

Date : 31-Aug-2026

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s Tata Consultancy Services Limited, Plot No. 17-B, 5A, 5B and 5C, Thivim Industrial Estate, Karaswada, Mapusa-Goa and their workman Ms. Veda Sinai Navelkar 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 Tata Consultancy Services Limited, Plot No. 17-B, 5A, 5B and 5C, Thivim Industrial Estate, Karaswada, Mapusa-Goa in terminating the services of Ms. Veda Sinai Navelkar, System Engineer w.e.f. 24/12/2025, 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.

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

Notification

No. 24/13/2023/LAB/392

Date : 26-Aug-2026

Whereas M/s. Automobile Corporation of Goa Ltd. bearing code No. GOA/10129 in Regional Office, Goa has applied for surrender of exemption granted by the State Government under Clause (a) of sub-section (1) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas clause (a) of sub-section (1) of Section 17 of the said Act of granted exemption to the said establishment under w.e.f. 01/10/1983.

3. And whereas now it has come to the notice of the State Government that the establishment has desired to surrender its exemption w.e.f. 01/04/2021 as per the said reason mentioned in trust resolution.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act, the State Government hereby cancels the exemption granted to the said establishment with effect from 01/04/2021.

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-II/349

Date : 31-Jul-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 25/06/2026 in Case No. LC-II/IT/17/2017 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Case No. LC-II/IT/17/2017.

Shri Bernard Cruz,
H. No. 817,
Shenivwada Shiroda,
Ponda-Goa.

..... Workman/Party I

V/s

1. The Executive Engineer (PWD),
Works Division-IX (PHE), PWD,
Fatorda, Margao-Goa. Employer/Party-II-1
2. The Proprietor,
M/s. P. M. Detective & Securities,
PWD Contractor, 3rd Floor,
Fatima Chambers, Margao,
Salcete-Goa. Employer/Party-II-2
3. PWD Labour & Supply Society,
C/o. Public Works Department,
Altinho Panaji-Goa. Employer/Party-II-3

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

Employer/Party-II-1 represented by Ld. Adv. Shri. K. L. Bhagat.

Employer/Party-II-2 marked as ex-parte.

Employer/Party-II-3 marked as ex-parte.

Panaji; dated: 25/06/2026.

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 14/11/2017, bearing No. 28/25/2017-LAB/775 referred the following dispute for adjudication to this Labour Court II.

- “(1) *Whether there exists severance of employer-employee relationship between the Public Works Department, Works Division-IX(PHE) Fatorda, Margao, Goa and Shri Bernard Cruz, Meter Reader, on account of termination of his services?*
- (2) *Whether there exists severance of employer-employee relationship between the management of M/s. P. M. Detective and Securities, PWD Contractor, 3rd floor, Fatima Chambers, Margao-Goa, and Shri. Bernard Cruz, Meter Reader, on account of termination of his services?*
- (3) *If the answer to issues No. 1 and 2 above is in the affirmative, then, what relief the Workman is entitled to?”*

2. On receipt of the reference, a case was registered under No. LC-II/IT/17/2017 and registered A/D notice was issued to the Parties. In pursuance to the said notice, both the parties put in their appearance. The Workman/Party-I (for short, the Workman) filed his Statement of Claim on 12/03/2018 at Exb. 4. The facts of the case in brief as pleaded by the Workman are that he was employed as a “Water Meter Reader” with the Party-II/Employer (For short “Employer”) w.e.f. October 2009. He stated that he was paid a monthly salary of Rs. 3,650/- per month. He stated that subsequently, his salary was increased to Rs. 216 per day. He stated that he was working under the supervision of junior Engineer and Assistant Engineer namely Junior Engineer Maheshwar Opkar and Assistant Engineer V. G. Naik. He stated that he worked with the Employer from 1st October, 2009 to 22nd October, 2014 regularly without any break continuously under the instructions of the said Junior Engineer and Assistant Engineer for a period of 5 years. He stated that on 23/10/2014, he reported for work as usual at around 10 a.m. in the morning and he was not allowed to report for work by Junior Engineer Mr. Maheshwar Opkar saying that his services have been terminated from that day. He stated that on 21/10/2014, Junior Engineer had informed him not to come for work from 23/10/2014.

3. He stated that since the date of his unemployment, he is unemployed and is trying to get meter readers job with PWD but not succeed. He stated that his monthly wages were paid by Jr. Engineer by cash

and he obtained his signature on a sheet of paper stating that he had received monthly salary. He stated that, initially there was no name of any Employer written on such sheets of paper. He stated that however on some sheets of paper where signatures were taken name of agency namely P.M. detective and securities was inserted. He stated that M/s. P. M. Detective and Securities is a sham and bogus contractor who never came to the Employer-1 and no supervisors of the said contractor ever worked with Employer-2. He stated that he never came to pay monthly wages. He stated that it was only the Jr. Engineer who paid monthly salary and supervised his work and gave him instructions along with Asst. Engineer. Aggrieved by the decision of the Employer-1 to terminate his services illegally and without any justification, he raised an Industrial Disputes vide letter dt. 20/04/2016 which ended in failure.

4. He contended that one year prior to his termination from service, he had worked for more than 240 days and in fact he worked without any breaks from 1st October, 2009 to 22.10.2014. He stated that before termination of his services, the Employer did not pay retrenchment compensation of 15 days wages for every year of service that he had worked with the Employer. He stated that the Employer did not give one month notice before termination. He stated that the Employer did not give valid reasons for his termination. He stated that at the time of his termination of services, there were other meter readers numbering around 10 working with the Employer. He stated that the Employer did not prepared seniority list and did not follow the principles of “last come first go” before his termination. He stated that in February, 2015, the Employer recruited 5 water meter readers but they did not call him for work. He stated that the Employer violated the provisions of law namely Sections 25-F, 25-G and 25-H of the I. D. Act, 1947 at the time of termination of his services and hence his termination is illegal, unjustified and ab-initio-void and hence is entitled for reinstatement in service with full back wages and continuity of service.

5. He stated that the Employer-2 is a Sham and bogus contractor whose name has been added to deprive him of his legal rights as a worker and an employee of the Employer-(I). He stated that he was an employee of the Employer-1 and worked under the supervision of the Employer-1 and received his salary from the Employer-1. He stated that his services were orally terminated and no legal dues were paid to him besides the fact that the termination is violation of section 25-F, 25-G and 25-H of the I. D. Act, 1947. The Workman therefore prayed that he should be reinstated in service with full back wages and continuity of service with costs.

6. The Employer-1 controverted the claim statement of the Workman by filing its written statement on 07/09/2018 at Exb. 8. The Employer-1 stated that the contractor i.e. Employer-2 herein, had applied for tender documents. The Employer-1 stated that Employer -2 quoted the work as contender with other contractors with the intention to get work and engage his staff for the work of “maintenance of Water Supply Schemes under SD-IV/WD-IX(PHE), Monte-Margao-Engaging staff on contract basis for works under billing section of Curtorim Constituency”. The Employer-1 stated that the said Employer-2 being the lowest quoted contractor work was aborted to him as per the Government rules, under Agreement No. 91/PWD/WDJX(PHE)/Accts/F.2-3/958/2013-14 dt. 28/10/2013. The Employer-1 stated that the Workman and others were engaged for the above said work by the contractor Employer-2 to execute the work as per above agreement. The Employer-1 stated that the said Workman and others were not employed/appointed by them. The Employer-1 stated that the contractor who has engaged/appointed/employed for the work is the so caretaker / responsible on the part of his staff engaged for the work. The Employer-1 stated that as regards to payment and other benefits in accordance with contract/agreement/Government rules, laws, notifications, etc. of the engaged staff are being maintained and paid in concerned Government offices by the agency/contractor who executes the work under above said agreement. The Employer-1 stated that so also payments/wages and their benefits, etc. are being paid to the Workman and others by the Contractors. The said Workman and others were engaged/employed/appointed by the above contractor under above mentioned agreement. The Employer-1 stated that the Workman and others were not employed by them. The Employer-1 stated that Employer-2 is solely responsible for engaging staff under the above agreement and he is bound to fulfill all the demands raised by his staff Workman and others. The Employer-1 stated that the attendance and acquaintance roll/payment statement and details of other benefits submitted by the Employer-2, it is fully established that the said Workman and others were engaged by the Employer-2. The Employer-1 stated that the Employer-2 had executed the work under the above agreement with full responsibility and legal consent, title interest in execution of work of engaging staff on behalf of his own. The Employer-I stated that the Executive Engineer, W. D. IX (PWD) had as per the procedures of tender, work was tendered and further Employer-II being the lowest bidder for the work, above mentioned work

was awarded. The Employer-I stated that as per the agreement all the dues, demands, etc. has to be redressed/settled by the concerned contractor and hence no liability lies on them.

7. The Employer-1 stated that there is no question of existence of severance of Employer-employee relationship between themselves and the Workman on account of termination of his services. The Employer-1 stated that the Workman was not employed by them but the Workman was being employed/engaged by various contractors to give services as required in the office. The Employer-1 stated that as regards to termination of the services of the Workman, the concerned contractor is the Employer of the said Workman. The Employer-I stated that the respective contractor has been paid as per contract agreement rate by them and the contractor has to pay to the employee/staff engaged by him therefore the burden lies on the Employer-2 to offer comments thereof. The Employer-1 stated that the Workman was not employed by them. The Employer-1 stated that for the convenience of the departmental work, department engages various categories of staff through service providers/contractors. The Employer-I stated that their department is preparing estimate for engaging staff on contract basis and tendering the work to the lowest bidder after approval. The Employer-1 stated that the Employer-2 being a lowest bidder for the work, he was ordered to engage the staff as required under contract. The Employer stated that the staff engaged by the contractor was for the nature of duty as required in the office/site. The Employer stated that the concerned contractor is maintaining all the records of staff engaged by him against particular work. The Employer-I stated that the monthly salary is being paid by the contractor to the staff as per agreement of contract rate and with respect to number of working days of particular staff. The Employer-I stated that the Workman was engaged by various contractors in this office during above period as per the contract/agreement executed in its office. The Employer-1 stated that it is the discretionary decision of the concerned contractor who has engaged/appointed/employed him in his firm to give break in service or not during his contract period. The Employer-1 stated that the Workman was appointed by various contractors as per their requirement. The Employer-1 stated that the question of giving instructions to the contractors for giving break to the Workman's service by them does not arise and it is beyond purview of their office and it is totally for the concerned contractor to whom to engage or give break etc. The Employer-1 stated that the Workman has not worked regularly from 1st October, 2009 to 22nd October, 2014 without any break in service. The Employer-1 stated that the Workman was engaged by various contractors in above period namely:

- (1) Mr. O. P. Butolia, PWD Contractor, Fatorda, Margao-Goa for the contract period from 01/02/2009 to 25/07/2009 and further from 20/10/2009 to 15/08/2010 under Agreement No. 271/PWD/WDIX (PHE)/Accts/F.2-3/1464/2008-09 dt. 31/12/2008 and Agreement No. 329/PWD/WDIX (PHE)/Accts/F.2-3/1000/2009-10 dt. 19/10/2009 respectively.
- (2) 2 M/s P. M. Detective & Securities, PWD Contractor, 3rd floor, Fatima Chambers, Margao-Goa for the contract period from 19/11/2010 to 13/11/2011 and further extension of contract period upto dt. 29/09/2012 under Agreement No. 403/PWD/WDIX(PHE)/Accts/F.2-3/1168/2010 dt. 18/11/2010.
- (3) Mr. Mulla Munaf, PWD Contractor, Haveli, Ponda-Goa for the contract period from 01/10/2012 to 25/09/2013 under Agreement No. 27/PWD/WDIX(PHE)/Accts/F.2-3/667/2012-13 dt. 28/09/2012.
- (4) M/s. P. M. Detective & Securities, PWD Contractor, 3rd floor, Fatima Chambers, Margao-Goa for the contract period from 29/10/2013 to 23/10/2014 under Agreement No. 91/PWD/WDIX (PHE)/Accts/F.2-3/958/2013-14 dt. 28/10/2013.

8. The Employer-1 stated that the Workman was lastly engaged by the Employer-2 during his contract period of 01/11/2013 to 23/10/2014. The Employer-1 stated that the Workman was not its employee at any point of time and therefore he is not entitled to claim and demand retrenchment compensation of 15 days wages for every year of service. The Employer-1 stated that the Workman was not employed with them and hence question of preparing seniority list and following the same does not arise. The Employer-1 stated that the Workman was employed lastly by Employer-2 during his contract period from 01/11/2013 to 23/10/2014 and therefore the question of violation of section 25-F, 25-G and 25-H of the I. D. Act, 1947, if any, is not applicable to them. The Employer-1 stated that the payment of monthly wages to the Workman was made by the respective contractor who had engaged his services for the work and as such the question

of paying monthly wages by their Jr. Engineer does not arise. The Employer-1 stated that the Workman was not employed by them and hence the termination of his services does not arise at all. The Employer-1 stated that the payment of work as per agreement of work contract has been done to the respective contractors and respective contractors have paid the monthly wages to their Workman. The Employer-1 denied the overall case as pleaded by the Workman and prayed for dismissal of the present reference.

9. Opportunities were given to the Workman. However, Ld. Rep. Shri. Subhash Naik George appearing for the Workman submitted that he do not wish to file any rejoinder.

10. Based on the pleadings filed by the Workman, this Court framed the following issues on 16/06/2022 at Exb. 13. The same issues have been updated vide order dated 09/10/2025 at Exb. 35.

1. *Whether the Workman/Party-I proves that there exist Employer-Employee relationship between him and the Party-II-(1)?*
2. *Whether the Employer/Party-II-(1) proves that there exist no relationship between Employer-Employeeship between themselves and the Party-I?*
3. *Whether the Employer/Party-II-(2) proves that there exist Employer-Employee relationship between themselves and the Party-I?*
4. *Whether the Workman/Party-I proves that the action of the Party-II (1) and/or Party-II (2) in terminating his services is illegal and unjustified?*
5. *Whether the Workman/Party-I proves that he is entitled to any relief?*
6. *What order? What award?*

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

- | | | |
|--------------------|---|---------------------|
| 1. Issue No. 1 | : | In the Negative. |
| 2. Issue No. 2 | : | In the Affirmative |
| 3. Issue No. 3 | : | In the Affirmative |
| 4. Issue No. 4 | : | In the Affirmative |
| 5. Issue No. 5 & 6 | : | As per final order. |

Both the parties have filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the synopsis of arguments filed by both the parties. I have also considered the submissions advanced before me and is of the firm opinion as under:

REASONS

12. *Issues No. 1 and 2:*

I decide the issue No. 1 and 2 simultaneously as both the said issues No. 1 and 2 are co-related to each other.

The Workman, in his claim statement filed in the present proceedings pleaded and also stated on oath that he was employed as a water meter reader with the Employer-1, w.e.f. October, 2009. On the contrary, the Employer-1, in its written statement filed in the present proceedings pleaded and also stated on oath that there was/is no relationship of whatsoever between themselves and the Workman and that they have not employed the Workman. The Employer-1 further stated that the Workman was being employed/engaged by various contractors to give services as required in the office and that the respective contractor has been paid as per contract agreement paid by them and contractor has to pay to the employees/staff engaged by them. In support of its oral evidence, the Employer-I have produced on record copies of percentage rate tender and contract dt. 18/11/2010 (Exb. 22), percentage rate tender and contract dt. 28/09/2012, percentage rate tender and contract dt. 28/09/2013, copy of letter dt. 18/06/2012 (Exb. 25), copy of letter dt. 02/05/2012 (Exb. 26), copy of letter dt. 28/10/2013 (Exb. 27), copy of letter dt. 28/09/2012 (Exb. 28), copy of letter dt.06/01/2014 (Exb. 29), copy of letter dt. 18/11/2010 (Exb. 30), copy of letter dt. 30/03/2012 (Exb. 31-colly) and copy of letter dt. 19/10/2009 (Exb. 32-colly). Thus, the oral as well as documentary evidence on record clearly indicates that the Workman was working as water meter reader w.e.f. 01/10/2009 till 22/10/2014 with various contractors in the office of the Employer-1 on contract basis. Hence, it is held that the Workman failed to prove that there exist an employer-employee

relationship between him and the Employer-1 and it is held that there does not exist employer-employee relationship between themselves and the Workman. The issue No. 1 is therefore answered in the Negative and the issue No. 2 is answered in the Affirmative.

13. *Issue No. 3:*

The Employer-2 did not controverted the claim of the Workman. However, the evidence on record indicates that the Employer-2 had applied for tender documents with the Employer -1 and he quoted the work as contender with other contractors with the intention to get the work and engage his staff for the work of maintenance of water supply schemes under SD(IV)/WD/IX(PHE), Monte-Margao-engaging staff on contract basis for works under billing section of Curtorim Constituency and that the Employer-2 being the lowest quoted contractor, the work was awarded to him as per Govt. rules under agreement dt. 28/10/2013 for the period from 01/11/2013 to 23/10/2014. The evidence on record indicates that the Workman and others were engaged for the above said work by the Employer-2 to execute the work as per the above agreement. Hence, it is held that there exist an employer-employee relationship between themselves and the Workman. The issue No.3 is therefore answered in the Affirmative.

14. *Issue No. 4:*

While deciding the Issue No 1 & 2, I have discussed and came to the conclusion that there does not exist any employer-employee relationship with the Employer-1 and Workman. Similarly while deciding the Issue No. 3, I have discussed and came to the conclusion that there exist an employer-employee relationship with the Employer-2 and the Workman. The Workman pleaded that the Employer violated the provisions of section 25-F, 25-G and 25-H of I. D. Act 1947 at the time of termination of his services and hence the termination of his services is illegal, unjustified ab-initio-void and bad-in-law. Therefore, it is necessary to go through the provisions of section 25-F, 25-G and 25-H of the I.D. Act, 1947.

15. Section 25-F of the I. D. Act 1947 reads as under:

25-F. Conditions precedent to retrenchment of Workmen – *No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until.*

- (a) *The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months and*
- (c) *Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*

16. 25-G. Procedure for retrenchment– *Where any Workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belong to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the Workman in this behalf, the employer shall ordinarily retrench the Workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

16. 25-H. *Re-employment of retrenched workmen—where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such a manner as may be prescribed, give an opportunity 49[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.*

17. The evidence on record indicates that the Employer-1 had given the work of maintenance of water supply scheme under SD(IV)/WD/IX(PHE) Monte-Margao engaging staff on contract basis for works under billing section of Curtorim Constituency. The evidence on record indicates that the Employer-2 being the lowest quoted contractor the work was aborted to him as per government rules under agreement dt. 28/10/2013 for the period from 01/11/2013 to 23/10/2014. The evidence on record indicates that the Workman and others were engaged for the above said work by the Employer-2 to execute the work. The

evidence on record indicates that the contract period was from 01/11/2013 to 23/10/2014 as such the Employer-1 and the Workman has no relationship of employer-employee but the relationship of employer-employee remains with the Employer-2 being the immediate Employer. The evidence on record indicates that the Employer-2 did not resist the claim of the Workman thereby impliedly admitting the same. The Employer-2 also failed to produce on record regarding the employment of the Workman. The evidence on record indicates that the Employer-2 had engaged the services of the Workman for the contract period from 01/11/2013 to 23/10/2014. There is nothing on record to show that the Employer-2 has complied with sections 25-F, 25-G and 25-H of the I. D. Act, 1947, hence it is held that the action of the Employer-2 in terminating the services of the Workman is in violation of section 25-F, 25-G and 25-H of the I. D. Act, 1947 and as such the termination of services of the Workman is illegal and unjustified. The issue No. 4 is therefore answered in the Affirmative.

18. *Issue No. 5.*

While deciding the issue No. 4 hereinabove, I have discussed and came to the conclusion that the action of the Employer-2 in terminating the services of the Workman is illegal and unjustified. The Workman pleaded and stated on oath that after termination of his services, the Workman remained unemployed. The Workman is therefore entitled for 50% of back wages from the date of his termination w.e.f. 23/10/2014.

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

ORDER

1. It is held that there does not exist severance of employer-employee relationship between the Public Works Department, Works Division-IX (PHE), Fatorda, Margao, Goa and Shri Bernard Cruz, Meter Reader, on account of termination of his services.
2. It is held that there exists severance of employer-employee relationship between the management of M/s. P. M. Detective and Securities, PWD Contractor, 3rd floor, Fatima Chambers, Margao-Goa, and Shri. Bernard Cruz, Meter Reader, on account of termination of services.
3. It is held that the action of the Employer-2 in terminating the services of the Workman w.e.f. 23/10/2014 is illegal and unjustified.
4. It is held that the Workman Shri. Bernard Cruz, Meter Reader, is hereby directed to reinstate in the services of M/s. P. M. Detective and Securities, PWD Contractor, 3rd floor, Fatima Chambers, Margao, Goa, along with 50% back wages from the date of termination w.e.f. 23/10/2014.
5. No order as to costs.
6. Inform the Government accordingly.

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

Panaji.

Notification

No. 28/02/2026-LAB/Part-IV/355

Date : 06-Aug-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 17/07/2026 in Case No. IT/05/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Case No. IT/05/2020.

Workman Shri Sandeep Methe,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Reg. No. 186, G-5, Macedo Appt.,
Tisk, Ponda-Goa (403401).

... Workman/Party I

V/s

The Managing Director,
M/s. Lupin Ltd., B-15 Phase 1A,
Verna Industrial Area,
Verna-Goa (403722).

... Employer/Party II

Workman/Party I represented by Shri P. Gaonkar.

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

ORDER

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

(Delivered on this the 17th day of the month of July of the year, 2026)

By Order dated 28th February, 2020 bearing No. 28/38/2019-LAB/163, 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 Shri Sandeep Methe, "Management Associate" could be construed as workman as defined under Section 2(s) of the Industrial Disputes Act, 1947?*
- (2) *If the answer to issue No. (1) above, is in the affirmative, then, whether the action of the management of M/s. Lupin Limited, B-15, Phase 1A, Verna Industrial Area, Verna, Salcete, Goa in dismissing Shri Sandeep Methe, is legal and justified?*
- (3) *If not, to what relief the workman is entitled?*

2. Upon receipt of the reference, it was registered as IT/05/2020 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, Party I filed his Claim Statement at Exhibit 5.

3. In the claim statement, the Party I states that he is a workman as defined under Section 2(s) of the Industrial Disputes Act, 1947. The Party I states that he was employed as a Boiler Attendant w.e.f. 23/07/2012 in the Engineering Department and was designated as Management Associate-Engineering vide Offer of Appointment and reported for work as a Boiler Attendant with effect from 23/07/2012.

4. The Party I states that from the date of his joining the duties with the Party II, he has worked as a Boiler Operator in various shifts. The Party I states that when the Party I desired to answer the test of First Class Boiler Attendant, the Party II had issued a certificate to the Party I certifying that he is working with the Party II since 23/07/2012 in the Engineering Department as a Boiler Attendant and had operated Boilers of two specifications.

5. The Party I states that the Party II Company works in three shifts with three Boiler Attendants as on 23/07/2012 i.e. the date of his appointment. The Party I states that on the date of his appointment, including him there were four Boiler Attendants of which one was a Reliever. The Party I states that as from the date of his appointment, the Party II was having one Boiler Attendant in each shift with one Reliever to relieve the Boiler Attendant in the absence.

6. The Party I states that the duties of the Boiler Attendant are as follows:-

- a) *Operate the Boiler.*
- b) *Maintenance of Boiler; its accessories, mountings, fittings, water treatment facilities, firing systems, preparation for inspection and all other related jobs which are required for safe & efficient operation of a Boiler.*
- c) *Be at the Boiler throughout the period when the Boiler is in operation, to check the pressure, water level, temperature continuously. All above works were done by Party I physically and manually.*

7. The Party I states that during the period the Boiler is in operation, the Boiler Attendant cannot leave the Boiler unattended. The Party I states if he had to attend any other work connected with the operation of a Boiler, a Reliever Boiler Attendant had to be provided. The Party I states that during the period of his service with the Party II as a Boiler Attendant/Operator; the Party I has been operating the Horizontal Package Boiler of 120 m/sq and 70.3 m/sq. with evaporation capacity of 3000 Kg. and 3500 Kg. per hour respectively and this was monitored by him personally.

8. The Party I states that in the year 2014 he had successfully answered the test of First Class Boiler Attendant and then started working as a First Boiler Attendant/Operator from October, 2014. The Party I states that that he, though designated as Management Associate-Engineering and was working as a Boiler Attendant, as a 'workman' as defined under Section 2(s) of the said Act, decided and joined the Union of "Gomantak Mazdoor Sangh", Ponda Goa in the year, 2017.

9. The Party I states that on or about 26/09/2018 the Party I was instructed to do the work of EHS-ETP Department which was not the normal work of the Party I as he was the Boiler Attendant and had worked as such throughout from the date of his appointment. The Party I states that since he had not done the work in the EHS- EPT Department any time in the past and is not trained to do such work, he did not go to the said Department and was made to sit idle at the gate for about a month.

10. The Party I states that thereafter he approached the said Union and the Union vide its letter dated 03/10/2018 addressed to the Chief Inspectorate of Factories & Boilers, Government of Goa, Panaji, made a complaint on the unfair labour practice adopted by the Party II. The Party I states that a dispute dated 03/10/2018 was also made to Deputy Labour Commissioner, Margao in that respect where after the Dy. LE, Margao issued a notice No. DLC/SG/COM/(23)/2016/1598 dated 05/10/2016 to the Party II to offer their comments on 12/10/2018 at 3:00 p.m. The Party I states that the said dispute was in conciliation from 12/10/2018 and no further action was taken by the Deputy Labour Commissioner, Margao till the termination of his services. The Party I states that while the matter of illegal transfer of the Party I was pending before the Deputy Labour Commissioner and Conciliation Officer, Margao, the Party II dismissed the Party I w.e.f 19/03/2019, without conducting fair and proper enquiry.

11. The Party I states that the Party II issued a Suspension Letter dated 24/10/2018 suspending him from the services pending enquiry. The Party I states that the allegations made in the charge-sheet against him are in relation to the performance as "Management Associate" during the year 2016-17 and 2017-18. That the allegation in relation to not signing and agreeing for jobs/work to be performed in the format called a " Job Description" on 26/02/2018 and that such Job Description was signed on 06/08/12; that the allegations in relation to the period 2015 to 2017; that the allegations in relation to unauthorised leave; that the allegations of the Party II are that due to the non-performance mentioned the charge-sheet, the Party I was transferred to other section i.e. EHS which was refused by Party I, that on 6.3.2018 the Party I has stayed back in the factory after the shift without any permission and was verbally warned and inspite of such warning the Party I overstayed in the factory on 11/09/2018 after his shift and without permission, that the Party I is charged for committing breach of IT security on 30/01/2014.

12. In its written statement, The Party II submits that the Party I is not a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and consequently this Tribunal do not have the jurisdiction to try and entertain the present Claim Statement filed by the Party I. The Party II states that the Party I was appointed as a "Management Associate-Engineering" in the Utility Section of Engineering Department in the year, 2012.

13. The Party II submits that since the date of his appointment, the Party I has been drawing wages in an amount of Rs. 18,576/-. The Party I has been conducting duties which are supervisory in nature. The Party I was initially working with INDOCO REMEDIES LIMITED from 01/03/2012 to 20/07/2012. He

was working as Maintenance Supervisor at INDOCO REMEDIES LIMITED. Considering his past experience, he was employed as a Management Associate - Engineering in the Utility Section of the Engineering Department.

14. The Party II submits that the Party I has been in fact supervising the work of daily wage workers/contract labourers who are actually employed for manually conducting the operations of the Boiler under the supervision of Management Associates. The Party I has never manually and physically operated the Boiler. Party I has undergone training for standard operating procedure, concerning various jobs in respect of which he was trained for supervision and handling.

15. The Party II submits that the Party I was carrying out supervision activities of operation of IBR (Indian Boiler Regulation) Boilers as per requirements. Similarly, operation and maintenance of utility equipment's such as boilers, chillers, water system etc were also being supervised by the Party I. The Party I was also actively involved in procuring material from vendors by placing orders over email.

16. The Party II submits that the job profile and the manner of duties assigned to Party I and actually carried out by Party I are supervisory and administrative in nature. His wages being more than Rs. 10,000 at the time of appointment and presently more than Rs. 31,729/-, certainly exclude him from the definition of 'workman' and consequently he has no locus to file the present proceedings before this Tribunal and the dispute not being between employer and workman, the present proceedings are without jurisdiction and the Statement of Claim is liable to be rejected in limine on this short preliminary point itself.

17. The Party II submits that on account of various acts and omissions of Party I which amount to misconduct on his part, the Party II was constrained to initiate domestic enquiry against the Party I. The domestic enquiry has been conducted in a fair and proper manner and the Enquiry Officer has given a detailed finding about the charges being proved against the Party I, with reasons. The Party II thereafter has accepted the report of the enquiry officer and acting on the report has dismissed the Party I from service.

18. The Party II states that the performance of Party I as an employee was below par and on numerous occasions he was given various opportunities to improve his performance. However, every time he failed to improve the performance, the opportunities were provided to him eventually leading the Party II to transfer him to EHS- ETP (Environment Health & Safety Effluent Treatment Plant) Department. Since, the Party I had indulged in various acts during his employment which prima facie indicated misconduct of the rules of conduct governing the employees of Party II, the Party II decided to initiate departmental/domestic enquiry against the Party I. Towards the end an independent Enquiry Officer/an Advocate was appointed by the Party II on 07/12/2018. The charge-sheet came to be served on Party I on 31/10/2018.

19. The Party II submits that the Party I was completely uncooperative in the enquiry proceedings and his conduct was obstructionist in nature. The Party I has been repeatedly indulging in unsafe work causing the unsafe work condition and working negligently in Utility Section of Engineering Department. This is inspite of warnings and counseling by his Manager from time to time. It was also reported against him that during work in Utility Section of Engineering Department he has negligently causing unsafe condition at work and also caused a huge loss to the company.

20. The Party II submits that throughout the enquiry proceedings, which is borne from the records maintained by the Enquiry Officer, on one or the other flimsy grounds, Party I sought to derail and delay the enquiry. The Party II in the charge-sheet had charged the Party I with following charges:

- A. Violation of IT security policies of the company,
- B. Insubordination,
- C. Creating unsafe condition while on work,
- D. Unauthorized absenteeism and proceeding on leave without approval,
- E. Gross indiscipline,
- F. Refusing to sign the lawful documents,
- G. Violation of good manufacturing practices,
- H. Refusing to follow lawful order of the employer.

21. In the course of the enquiry, the Party II placed all relevant documents on record such as appointment letter, code of conduct and workplace ethics and etiquettes, appraisal documents, performance improvement plan of other employees, performance improvement plan of Party I and host of other documents totally numbering 75. The management also examined Mr. Sandeep Mane who was the Manager in utility section of Engineering Department. Mr. Vinod Bhonsle Senior Executive HR and Mr. Gurudatta Bhat, General Manager Engineering. The Party II thereafter led evidence before the enquiry officer. Though numerous opportunities were given to the Party I he not only failed to cross examine the witnesses of Party. II but also failed to lead any defense evidence. He did not also produce any documents to counter the documents produced on record by the Party II. In such circumstances, the Enquiry Officer vide his report dated 15/03/2019 found that all the charges were duly proved by Party II against the Party I.

22. The Party II submits that the enquiry having been conducted in a fair and valid manner, there is no scope of reason to entertain the second issue as to whether the dismissal of Party I is justified or not. It is submitted that if this Tribunal comes to a conclusion that the enquiry has been conducted in a fair and valid manner and that the findings are not perverse the Statement of Claim would have to be rejected by this Tribunal. The Party II submits that the Party I after participating in the enquiry, sought to create grounds to challenge the enquiry proceedings on the grounds of violation of principles of natural justice by belatedly contending that he did not understand English. Despite multiple opportunities offered to him he refused to cross- examine the witnesses of Party II. The Party I also failed to lead any evidence in the matter or even file a reply to the charge-sheet.

23. In its Rejoinder, Party I has reiterated and reproduced all the contents of the Claim Statement and denied the defence as settled by the Party II in their Written Statement.

24. On completion of the pleadings, the following Issues were framed at Exhibit 11 by this Tribunal which reads as under:

ISSUES

1. *Whether Party I proves that Sandeep Methe is a workman as defined under Section 2(s) of the Industrial Dispute Act, 1947?*
2. *Whether Party I proves that the action of the Management of M/s Lupin Ltd. B-15, Phase IA. Verna Industrial Area, Verna, Salcette, Goa in dismissing Shri Sandeep Methe is illegal and unjustified?*
3. *Whether the Party I proves that the workman is entitled for reinstatement with full back wages and continuity in service with consequential benefits?*
4. *What Relief? What Award?*

ADDITIONAL ISSUES

1. *Whether the Party II/Employer proves that the enquiry was conducted in a fair and proper manner by following the principles of natural justice?*
2. *Whether the Party II/Employer proves that the findings given by the Enquiry Officer are based on the legally admissible evidence and therefore are just and proper?*

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

Issue No. 1 : In the Affirmative

Additional Issue No. 1 & 2 : In the Negative

REASONS

26. *Issue No. 1:* In the Written Statement, the Party II has taken a specific plea that the workman concerned in the present reference is not a “workman” as defined under Clause (s) of Section 2 of the Industrial Disputes Act, 1947. It is their specific case that job profile and the manner of duties assigned to

Party I and actually carried out by Party I are supervisory and administrative in nature. His wages, being more than Rs. 10,000 at the time of appointment and presently more than Rs. 31,729/-, certainly exclude him from the definition of a 'workman' and consequently, he has no locus standi to file the present proceedings before this Tribunal and the dispute not being between employer and workman.

27. As such, it is the contention of Party II that the Applicant is not a "workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947. That the burden to prove that the person is a 'workman' is entirely on the person who claims to be the 'workman', and it is he who is required to establish the fact that his work duties and nature of work brings him under the definition of a 'workman'. In support of their above contention, the Party II has placed reliance in the case of **Standard Chartered Bank vs Vandana Joshi And Another on 17 December, 2009** wherein it is observed that "*The question as to whether the First Respondent was a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 must be decided with reference to the nature of duties that were performed by the First Respondent. Nomenclatures in this area of law, as in others, are not decisive. Therefore, the fact that the letter of appointment dated 2nd May, 2006 refers to the appointment being in the management cadre of the bank is not decisive of whether the First Respondent was in fact doing duties which predominantly were those of a workman under Section 2(s). However, what is of significance is that the addendum to the letter of appointment contains a declaration by the First Respondent of having read and accepted all the terms and conditions of appointment. During the course of her cross examination the First Respondent admitted that at the time of joining service she was served with the documents which she had produced at Exhibit 18. The First Respondent admitted that page 8 of Exhibit 18 shows the nature of her duties. Now as already noted earlier, the job role assigned to the First Respondent involved achieving allocated business targets, ensuring high quality customer service, ensuring external and internal compliance on all branch transactions, handling difficult customer situations and contributing to the overall achievement of business growth. The key responsibilities assigned to the First Respondent broadly included areas of generating new business, participation in branch sales, planning to generate action plans for meeting targets and ensuring high levels of customer service. Besides this, the First Respondent was required to ensure compliance with internal and external guidelines, ensure the processing of transactions with accuracy and to ensure the validity of transactions. The responsibilities included finding ways to improve operational efficiency and controlling of costs, responsibility for general reconciliation and control activities and to manage the attrition of the customer base. The First Respondent was required to be multi skilled to handle all kinds of transactions and services in the bank. 9. During the course of the submissions the First Respondent urged that the responsibilities which were assigned to her and which were accepted by her were not necessarily those which she had performed. Such a case, however, has not been set up in the course of the evidence. The Court must go by the nature of the duties and responsibilities associated with the job particularly in the context of the fact that the First Respondent has in her evidence accepted having signed the appointment letter and the fact that the relevant page of Exhibit 18 shows the nature of her duties. During the course of her evidence the First Respondent stated that her appointment was on the basis of sales and service. She deposed that she had to attend walk in customers, get application forms from them and to attend to work as stated in the examination in chief. In her examination in chief the First Respondent admitted that the job objective/ job description included the duty to ensure that all accounts were sourced in compliance with the bank's Anti Money Laundering (AML) policies and the Know Your Customer (KYC) policies. The KYC norms, it may be noted, are those spelt out by the Reserve Bank of India. The First Respondent also stated that her duties included answering "non routine queries". During the course of the submissions the First Respondent has drawn the attention of the Court to the addendum to the job description. The job description inter alia states that the jobholder must ensure that she/he is fully aware of all the policies and procedures issued in relation to money laundering prevention. The jobholder must ensure compliance with these policies and procedures on ongoing basis and any suspicious transaction must be reported to the supervising officer. The First Respondent had to ensure that all accounts are sourced in compliance with AML / KYC policies of the bank; ensure "full proof verification of identity of banks customers" and to report any transaction where funds appear to originate from suspected illegal sources.*

These duties upon which there is absolutely no dispute or caveat would belie the contention of the First Respondent that she was doing work predominantly of a clerical nature. Section 2(s) of the Industrial Disputes Act, 1947 defines the expression "workman" to mean any person "employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward". A

Constitution Bench of the Supreme Court in H. R. Adyanthaya v. Sandoz (India) Ltd. 2 held that in order that a person can be designated as a workman under Section 2(s) he/she must be employed to do work which falls within one of the stipulated categories viz. manual, unskilled, skilled, technical, operational, clerical or supervisory. In other words, it is not enough that a person is not covered by either of the four exceptions to the definition. It is now also a well settled principle of law that the burden lies on the person who asserts the status of a workman under Section 2(s) to establish with reference to the dominant nature of his/her duties that the work which is performed falls within one of the stipulated 2 1994 II CLR 552.

The fact that in an organizational structure the employee, in the course of the decision making process, is subject to checks and balances is not a matter which would establish that she/he is a workman within the meaning of Section 2(s). Modern forms of business in corporate organizations put into place a carefully crafted process of checks and balances. Rarely, if ever, would an employee have authoritarian control over business decisions. Employees are made subject to checks and balances both at the lateral and vertical level. Managerial decisions are subject to verification and approval.

The fact that decisions of an employee are subject to verification or subject to a system of controls and balances does not establish that the employee is a workman within the meaning of Section 2(s). Managers do not become workmen because their decisions are structured by processes and approvals. Absolute autonomy is not the norm in managerial decision making. Nor does the law insist on absolute discretion or absolute autonomy for a person to be a manager. Basically the answer to the question must depend upon the dominant nature of the duties and responsibilities.

28. As against this, the Party I/Workman in his Claim Statement as well as in his evidence has elaborated the nature of duties done by him. In support of his contention that he is a 'workman' as defined under Section 2 (s) of the said Act contended that the Party I was employed as a Boiler Attendant w.e.f. 23/07/2012 in the Engineering Department and was designated as Management Associate-Engineering vide Offer of Appointment and reported for work as a Boiler Attendant with effect from 23/07/2012.

29. It is the specific case of the Party I which has been maintained throughout his pleadings as well as in his oral deposition that he was performing the duties as a Boiler Attendant which includes duties such as: a) to Operate the Boiler, b) Maintenance of Boiler, its accessories, mountings, fittings, water treatment facilities, firing systems, preparation for inspection and all other related jobs which are required for safe & efficient operation of a Boiler, c) Be at the Boiler throughout the period when the Boiler is in operation, to check the pressure, water level, temperature continuously. According to Party I, all the above works were done by him physically and manually.

30. It is further in his evidence that since the date of his joining, he has worked as a Boiler Operator in various shifts. When the Party I desired to answer the test of First Class Boiler Attendant, the Party II issued a certificate to him stating that he is working with the Party II since 23/07/2012 in the Engineering Department as a Boiler Attendant and had operated Boilers of two specifications. He further deposed that, from the date of his appointment, the Party II was having one Boiler Attendant in each shift with one Reliever to relieve the Boiler Attendant.

31. The attention of this Court has been drawn to the Written Statement filed by the Party II, whereby Party II themselves have pleaded that Party I has, in fact been supervising the work of daily wage workers/contract laborers who are actually employed for manually conducting the operations of the Boiler under the supervision of Management Associates. Party I has undergone training for Standard Operating Procedure, concerning various jobs in respect of which he was trained for supervision and handling. That the Party I was carrying out supervisory activities for operation of IBR (Indian Boiler Regulation) Boilers as per requirements. Similarly, operation and maintenance of utility equipment, such as boilers, chillers, water system etc. were also being supervised by the Party I. The Party I was also actively involved in procuring material from vendors by placing orders over email.

32. That apart from this, it is stated that even in the Service Floor Area, the Party I has carried out the preventive maintenance as regards HVAC/PWS (Heating ventilation & air conditioning/Purified Water System) etc. and even in the Process Area where the manufacturing capsule/tablets/pharmaceutical of products takes place. The Party has worked on documentation related to maintenance and process activities. The Party I has signed documents as a Management Associate, even in the process area.

33. In the written statement at Para 6, the Party No. II states that the job profile and the manner of duties assigned to Party No. I and carried out by him are supervisory and administrative in nature. His wages being more than Rs. 10,000 at the time of appointment and presently more than Rs. 31,729/-, certainly exclude him from the definition of workman and consequently he has no locus to file the present proceedings before this Tribunal, and the dispute not being between employer and workman, the present proceedings are without jurisdiction and the statement of claim is liable to be rejected in the limine on this short preliminary point itself. Whereas, Management has not produced any witness or any other evidence to substantiate their above contention.

34. Thus, from the pleadings in the Written Statement, it is pretty clear that the Party I was actually carrying out operation of the machine and was supervising the operation of the machine and the said work did not include any supervision over the men. It is settled position that under Section 2(s) for a workman to be excluded as a supervisor, the supervision must be over men and not over machines, as held by Bombay High Court in the case of **Chandrashekhar Chintaman Vaidya vs National Organic Chemical, 2011(1) LLJ 200 (Bom)**.

35. Thus, the stand taken by the Employer that the Party I being employed in Supervisory capacity is contrary to their own pleadings. The Opponent/Party II in their Written Statement did not specifically enumerate the type of supervisory work, except for making a bare statement in the Written Statement that the Party I was carrying out supervisory activities of operation of IBR (Indian Boiler Regulation) boilers as per requirements. The evidence on record reveals that the operation and maintenance of utility equipment, such as boilers, chillers, water system, etc., were also being supervised by the Party I.

36. The Party I/Workman further contended that it is an admitted position that the Party II has registered the Factory under the Factories Act, 1948 and Rules thereunder and has employed more than 1000 workmen in the factory, besides the employees in the supervisory, administrative and management categories. The Management witness also admitted that the Party II is having Boilers and that the Party I is a Boiler Attendant. There are certain vital admissions by the witness of the management which reads as under:

"I say that the Boiler was in the Utility Section. There were three Boilers. I say that there are two Brickate Fed Boilers. The loading of Bricket in the Boiler is done by the Loaders/say that this is the manual work done by Loaders. I have never done this work of loading of Brickets in the Boiler. The third Boiler was using furnace oil. In the Utility Section there is also a Chiller Room. There are two Chimneys in the Boiler Section. There is an Air Compressor Room in the Utility Section. There is also a Pre-Treatment Water Room and there are two Pump Houses. There is an Electrical Panel Room. I say that the Effluent Treatment Plant (ETP) is not part of the Utility Section. It is not true to suggest that my previous statement is false. I say that the Effluent Treatment Plant is under EHS (Environment Health and Safety) Department."

37. Further, the Party I/Workman in his cross-examination admitted that he was a part of the Utility Section and that he used to visit all the Component Rooms/Facilities comprised in the Utility Section, including the Chiller Room, Pre-Treatment Water Room, Electrical Panel Room, Air Compressor Room and the Pump Houses. He further stated that the readings of the Boilers are not connected to any Computer, and that the water is fed into the Boiler using a pump and it automatically gets filled. That the quantity of water to be filled into the Boiler is regulated by the readings on the gauge and that he used to supervise the gauge and used to pump the water into the Boiler from a tank which is near the Boiler. The filling of the water was automatic and he used to supervise it. He further stated that next to the Utility Section is the Service area and the pipelines from the Boiler and the Utility Section are connected to the Service area. That after utilization of the steam as required in the Service area, the steam is passed on to the processing area where the actual manufacturing of the pharmaceutical products takes place.

38. The Party I thus, in his cross-examination clarified all the works done by him besides working as a Boiler Attendant. However, he maintained his statement throughout that he was forced to do the other related work by the Management despite his clear appointment to the post of Boiler Attendant with Party II.

39. The cross-examination of Party I further reveals that he used to carry out Preventive Maintenance (PM) of Boiler. Other Utility equipment were Chiller, D.G. Sets, Air Compressors and pumps and motors related to such utility equipment. He used to do PM of the above Utility equipment, as /was forced to do so

by the Management. He says that right from joining the job i.e. since the year 2012, he was forced to do PM of utility equipment. He admits that in his service of almost 6 and 1/2 years with Party II, he never made any written complaint or lodged a written protest in respect of the PM of utility equipment which he was forced to do by the Management. He used to orally object to the same. On a yearly basis the Boiler Inspectors used to pay a visit and he used to get approval from the Boiler Inspector as regards to the proper working of the Boiler.

40. It is stated that the workman who have been employed by the Party II have been designated as Management Associates but the work performed by such Management Associates is to operate various machines for manufacturing of the products of the Party II. It is stated that the Party I, though designated as Management Associate–Engineering, was working as a Boiler Attendant.

41. The Party I therefore contended that a person to be termed as 'supervisor', the supervision must be over other workers and not on material or machines as held by the Bombay High Court in the case of **Bombay Dyeing VISR. A. Bidoo, 1990 (1) LLJ 98** (Bombay has observed as "*The word 'supervisor', though it has become a part of the English language, means a person who oversees the work of others. It means 'overseer. A person can be said to be a supervisor if there are persons working under him, over whose work he has to keep a watch. He is that person who examines and keeps a watch over the work of his subordinates and, if they err in any way, corrects them. It is his duty to see that the work in an industrial unit is done in accordance with a manual, if there is one, or in accordance with the usual procedure. It is not his function to bring about any innovation; it is not his function to take any managerial decisions, but it is his duty to see that the persons over whom he is supposed to supervisor is the fact that there are certain persons working under him. If a person is doing any work which does not require him to look after or inspect or examine the work of persons who are subordinate to him or working under him, that person can never be said to be a supervisor. In other words, supervision is necessarily by reference to the persons working under a supervisor.*

Further in Para 9, it held that, "Supervision as correctly understood does not extend to supervision of plants or machinery. A person may check whether a machine is working properly or not, but that does not by any stretch of imagination make him a supervisor. He is only finding out whether the machine is in working condition and if it is not in a working condition, to see that it is put in a working condition. This cannot be called supervision at all. To repeat, 'supervision' means, supervision over men and not over machines. The evidence in the instance case, does not show in the slightest degree that the respondent had any subordinate below him over whom he could or did exercise supervisory powers."

42. The contention of Party I is that in the present matter, the Party I/Workman was doing the work as a Boiler Attendant and the work of Boiler Attendant is already defined and enumerated under Goa Daman and Diu Boiler Rules. In fact, in the Boiler Room, no other unauthorized person can enter without the permission of the Boiler Attendant. Only two loaders were allowed to do the loading, and he was giving the instructions to them to load the quantity. This work does not require any supervision but only to instruct them on the quantity of loading and this work is not regular work. The Hon'ble High Court has clearly held that supervision ought to be of workers and not the machines. The said loaders are not the employee of the Party II but they are contract workers occasionally used as and when required.

43. The Allahabad High Court in the case of **U.P. Electricity Board V.S Shri Shiv Mohan Singh** has observed that a Boiler Attendant is a workman. In para 10 of the judgement which reads as "*since it was well established by the respondent No. 2 that he had actually worked with the U.P.S.E.B. for three consecutive years to the extent that he even worked as a regular Boiler Operator and that too in all the three shifts including the night shift, which, under Rule 12(2) of the Apprenticeship Rules, was barred or an apprentice without obtaining the prior approval of the Apprentice Adviser, and as such the Labour Court has rightly held that the respondent No. 2 was covered within the definition of workmen as given in Section 2(z) of the U.P. Industrial Disputes Act, 1947.*"

44. The Hon'ble High Court of Bombay at Goa in the case of **M/s. Procter and Gamble Health Limited formerly known as Merck Ltd vs. Smt. Anupa Desai** held that *the workman designated as store executive (chemist) having MSC qualification is a workman falls within the definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947. It was held that "Applying the same test, the suggestion that on an occasion, the respondent employee, whilst she was functioning in the QA department had set some question papers or had imparted training to two supervisors, cannot be a reason for holding that the*

respondent employee was predominantly engaged in carrying out any supervisory functions. Apart from such one or two instances, there is no evidence of supervisory functions worth the name."

Further it is observed that "Now, dispensing of material based on the requisitions sent by other departments can hardly be regarded as duties of supervisory character. Merely because there were 2-3 helpers in the stores and such helpers also helped the respondent employee for dispensing the material requisitioned, it cannot be said that there was an element of supervision involved in the duties of the respondent employee. Neither was any case made out that the respondent employee was supervising these helpers nor; is there any evidence to show that the respondent employee was indeed supervising these helpers.

Similarly, the activities of receipts and issues is also a clerical activity and can hardly be regarded as some supervisory function. Ultimately, if the test as proposed by Mr. Sardesai itself is to be accepted and the inquiry has to be about the predominant nature of the duties then, the perusal of the job description set out in the transfer letter dated 13.09.2013, is sufficient to conclude that the duties discharged by the respondent employee were predominantly clerical or at the highest technical. There was no element of supervision involved and therefore, there is no case made out to interfere with the finding of the fact recorded by the Tribunal."

In the same judgement it is held that, "In this case, from the evaluation of the material on record, it is quite apparent that the respondent employee was hardly discharging any supervisory functions. Most of her duties were technical and clerical. If the main work done is essentially and predominantly clerical and technical, then, the mere fact, that some supervisory duties are also carried out incidentally or as a small fraction of the work undertaken, will not convert the employment of such an employee into one of supervisory capacity. In all such matters, it is the essence of the matter which is important and even the designation of the employee or the name assigned to the class to which he belongs is not so much important. The expression "supervision" means to oversee, to look after. Therefore, "supervision" which is relevant is the supervision done by an employee in a higher position over the employee in a lower position. That way, even a person who attends on a machine or an automatic plant may do technical or manual work but he does not do supervisory work merely because he looks after the machine."

45. There is no rebuttal from the management side to the contention of the Party I that Party II has neither produced any document nor pleaded that the workman was supervising other workers, and he was the leave sanctioning authority to the workers allegedly working under him. The management has also not produced any document stating that he was having supervisory and managerial powers to represent the employer before the authorities. The management has not led any evidence except the emails sent by the workman and his Appraisal Forms, Log sheet and job responsibility.

46. The Party II Management sought to placed reliance in the case of **H.R. Adyanthaya vs Sandoz (India).Ltd 1994 (4) SCC 164** "We thus have three three-Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz., manual, clerical, supervisory or technical and two two-Judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-Judge Bench decisions which have without referring to the decisions in *May & Baker!*, *WIMCO2* and *Burmah Shell* cases have taken the other view which was expressly negated, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation.

47. **M/s. Taj SATS Catering, Goa vs. Mr. Mankayli Poulse Jose and Anr. 2022 SCC Online BOM 3** it has been held that "There can be no doubt about the fact that when the Respondent No. 1 approached the Tribunal on the basis that he was a workman as defined under the above-quoted provision, the burden was certainly upon him to prove the said fact. In order to prove his claim of being workman, the Respondent No. 1 was expected to place on record pleadings and evidence to support such an assertion. The Petitioner was entitled to place on record pleadings and evidence to counter the aforesaid assertion and, therefore, it becomes necessary to consider as to whether the Tribunal properly appreciated the

pleadings and evidence on record to reach findings in favour of the Respondent no. 1 on the aforesaid aspect of the matter.

The judgments relied upon by the rival parties indicate that the Court or Tribunal must ascertain the dominant nature of work or duty performed by the employee to reach a finding on the question as to whether such an employee is covered under the definition of workman under Section 2(s) of the aforesaid Act. It needs to be examined on the basis of the evidence available on record, not only as to whether the dominant nature of the duties performed by the Respondent No. 1 could be said to be supervisory, administrative or managerial in nature but, further as to whether the Respondent No. 1 had placed on record material to support his assertion that he was merely performing menial works of repair, that could be covered under the expression 'unskilled or 'skilled' or 'manual work'".

It is clear from the law laid down by the Supreme Court in various judgments, including *H.R. Adyanthaya v. Sandoz (India) Ltd.* (supra) and *Mukesh K. Tripathi v. Senior Divisional Manager, LIC* (supra), as also judgment of this Court in *Standard Chartered Bank v. Vandana Joshi* (supra) that nomenclature of the post on which the employee is appointed cannot be a deciding factor; but it has to be ascertained as to what can be said to be the dominant nature of the work and duties assigned and performed by the Respondent No. 1. It needs to be examined whether the duties could be said to be merely clerical or stereotypical in nature.

In the case of *Somnath Tulshiram Galande v. Presiding Officer* (supra), this Court held that the employee could not be said to be a workman because he was performing multifarious duties and most of his duties were supervisory and managerial in nature. The evidence recorded in the present case itself also indicates that various duties were assigned to the Respondent No. 1 and that most of them were supervisory and managerial in nature. Even otherwise, it was for the Respondent No. 1 in this backdrop to prove with positive evidence that the dominant nature of duties that were being performed by him were skilled, unskilled, manual, or clerical. In this regard, the Respondent No. 1 heavily relied upon e-mails exchanged between him and the Unit Manager of the Petitioner. A perusal of the same shows that the Unit Manager sent e-mails to the Respondent no. to get diverse works done, which in some cases, were of urgent nature. The nature of such e-mails gives the impression that the Respondent no. was responsible for getting such works done from technicians of the Petitioner- outsourced Company from technicians/workers. The dominant nature of the duties being performed by the Respondent No. 1 was supervisory and managerial rather than merely performing menial works. As against this, the Respondent No. 1 failed to produce positive evidence in support of his contention that he was doing menial work of repairs as claimed in his complaint.

As per the law laid down by the Supreme Court in the Constitution Bench in the case of *H.R. Adyanthaya v. Sandoz (India) Ltd.* (supra) and *Mukesh K. Tripathi v. Senior Divisional Manager, LIC* (supra), the Respondent failed to discharge the burden of proving that the dominant nature of his duties was skilled, unskilled, manual or clerical work. Therefore, it is found that the Tribunal erred in holding that the Respondent No. 1 was covered under the definition of 'workman' as per Section 2(s) of the aforesaid Act.

48. Countering the judgments above Party I placed further reliance in the case of **Arkal Govind Raj v/s. Ciba Geigy Ltd, Bombay [1985 (II) L.L.J. 401]** wherein it is held that "Therefore taking into consideration the above legal position, it is required to be seen whether Party I is a 'Workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947 or was he occupying Supervisory, Managerial and Administrative position and was therefore not a 'Workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947.

In the present case, it is the case of the Party I that though he was designated as a Management Associate-Engineering'. he was predominantly performing the duties as a Boiler Attendant. Further, Party I has proved that his name as a Boiler Attendant was sent to the Chief Inspector of Factories as required under the G.D.D. Boiler Rules, 1973. Further, Party II was having Boiler Attendants, one in each shift with one reliever to relieve the Boiler Attendant in absence. Further, since the Party I desired to answer the test of 1s class Boiler Attendant, the Party II has themselves issued a Certificate to the Party II certifying that the Party I was working them since 23.07.2012 in the Engineering Department as Boiler Attendant and had operated Boilers of 2 specifications. Further, in the Appraisal Form (Exh.34), which is produced by the Party II themselves, it is clearly written by the Superior Officer that Party I worked only with Boiler and he

has also narrated the works carried out by Party I in Colum No. 1-16. Further, in the Log sheet (at Exh.35), which is produced by the Party II themselves, it is clearly mentioned that the Party I has to physically make the entries in the Log Sheet, which he has done accordingly.

Further, Party I has specified the various duties performed by him as a Boiler Attendant in Para 7 of the Written Arguments filed by him. In any event, the work and duties of Boiler Attendant are already specified in the Goa, Daman and Diu Boiler Rules, 1973. Further, in a Boiler Room, except Boiler Attendant no other unauthorized person can enter the Boiler Room without permission of the Boiler Attendant. It is further submitted that when a Boiler is in operation, a Boiler Attendant cannot leave the Boiler unattended and that if a Party I has to attend any other work connected with operation of a Boiler, a Reliever Boiler Attendant has to be provided. As far as aforesaid factual position is concerned the same is neither disputed nor denied and in any event cannot be disputed or denied by the Party II.

Thus, a considering the aforesaid legal and factual position and based on documentary evidence produced on record, it can safely concluded that by virtue of predominant duties to be performed by the Party I as a Boiler Attendant, the same were of skilled nature and as such the Party I is indeed a 'Workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947.

As against the above, the Party II has contended that Party I is a not a Workman as defined in Section 2(s) of the Industrial Disputes Act, 1947. Though such a contention is raised, however, the Party II has nowhere averred or stated as to what were the predominant duties of the Party I so as to take him out of definition of 'Workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947. Which falsified the alleged case of the Party II.

As far as other duties/tasks performed by Party I on which great reliance is placed by the Party II in support of their case that the Party I is not a 'Workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947, it is submitted that said tasks are/were incidental to the main duties which the Party I had to perform as a Boiler Attendant and they were not themselves the sole/exclusive or regular duties of the Party I. nor the same were supervisory or managerial or administrative in nature as contended by the Party II as submitted in the Written Arguments filed by Party I.

Further, even if assuming but without conceding that Party I had indeed carried out some duties of supervisory nature however the same were at the sole instruction of the his superiors In any event, considering the dominant nature of the work of the Party I which was that of Boiler Attendant which was skilled nature, it can be said that the said supervisory work was only incidental to the main duties and as such Party I is a 'Workman' within the meaning of Sec.2(s) of the Industrial Disputes Act, 1947.

49. Reliance is placed on the recent Judgment of the Hon'ble Supreme Court in case of **'Srinibas Goradia v/s. Arvind Kumar Sahu reported in 2026 LLR 119**, which is squarely applicable to the facts of the present case, wherein the Hon'ble Court has held as "...5.7 In the modern-day nature of management, in every industrial organisation the employees of a particular class may be required and also expected to do the work which may have blend of supervision with clerical or manual duties. An incidental performance of supervisory work and vice versa may not become decisive to bring an employee within the meaning of workmen' or to get him out of the purview. Nature of duties to be performed by an employee, more often than not would overlap therefore real criteria to judge whether a workman' within the meaning of Section 2(S) of the Act is the test what is called 'dominant nature test'. It is the main nature of work assigned to the employee would become decisive.

.... Therefore, the acid test is, what may be called the dominant nature test to determine whether the employee is a "workman" or not. It is the dominant nature of work or the main employment to which the employee is engaged, that would make or unmake the status as a "workman" for such employee. This test is based on the realistic consideration of the principal nature of work performed by the employee. On the other hand, incidental trapping of supervisory work does not make an employee the supervisor. Even in manual duties, certain supervisory work would be in-built, but it cannot be a ground to exclude the employee from the definition of workman. What is to be applied is the acid test of dominant nature. Supervisor may have to perform clerical work attendant to his principal job.

Furthermore, the designation or nomenclature is also not the guiding consideration. One has to look and assess only the prominent and dominant nature of work in which the employee is engaged by the employer. Designations and nomenclatures are often designed by the management to suit itself and to

embellish the post with high-sounding names such as manager or supervisor or executive, as in the present case. When an employee so designated substantially and essentially works manually without any supervisory domain, he cannot be termed as supervisor, to put him out of the purview of the definition in Section 2(s) of the Act. Such an employee, notwithstanding the designation given to him, would be a "workman" for the reason that the substantial and essential nature of duties assigned to him and performed by him, are manual and non-supervisory, who possesses no command over other..."

50. The management sought to rely upon the cross-examination whereby the Party I stated, "the loaders used to supervise by me. That I used to pass on instructions from time to time to the loaders in the manner in which the loading should be done, the quantity of loading should be done, to ensure the amount of steam to be generated. The evidence above, in facts, strongly supports their case of the Party I that he was actually operating the boiler and that he was assisted in the said process by the loaders. The above deposition in facts is of no help to the Management, as the loaders are coming into the category of unskilled labour and the Party I definitely coming under the category of skilled workmen that is the boiler assistant who was trained to operate the boiler and was actually operating the boiler which is the evident from the deposition above. That merely a statement from Party I that he had attended a seminar which was organized by Ground force where there was a cocktail party after a seminar does not change his nature of work as a boiler attended when he had given so many instances of the boiler operational work carried out by him in his claim statement as well in his cross examination.

51. Thus, in the present case there is clear and sufficient material on record which indicates that Party I was indeed performing the duties of a skilled workman though he was made to work in different places by the management and there is no iota of evidence what so ever to show that he was performing mere supervisory or managerial or administrative duties and that he did not have any command over any other staff except that he was giving necessary instruction to the loaders while operating the boiler to maintain optimum required temperature.

52. Thus considering the overall material evidence on record and the ratio held in the various citations. This Tribunal is of fair opinion that considering the actual duties performed by the Party I/Workman he does fall into the category of the workman as defied under Section 2(s) of the Industrial Dispute Act. Hence, this issue stands answered in the affirmative.

53. *Additional Issue No. 1 and 2:* The workman was issued a charge sheet dated 31/10/2018 in which he was charged on the following charges:

- i. Violation of IT Security Policies of the company.
- ii. Insubordination.
- iii. Creating unsafe condition while on work.
- iv. Unauthorised absenteeism and proceeding on leave without approval.
- v. Gross Indiscipline.
- vi. Refusing to sign the lawful documents.
- viii. Violation of Good manufacturing practices.

54. The Party I strongly contended that though the above charges were mentioned, the Party I had not specified how the said charges are framed based on Certified Standing Orders and or Model Standing Order. And therefore, the charge-sheet is vague and the particulars of the charges are in relation to the performance as "Management Associate" during the year 2016-17 and 2017-18; That the allegation in relation to not signing and agreeing for jobs/work to be performed in the format called a "Job Description" on 26/02/2018 and that such Job Description was signed on 06/08/12; that the allegations are in relation to the period 2015 to 2017; that the allegations are in relation to unauthorized leave; that the allegations of the Party II are that due to the non-performance mentioned in the charge-sheet, the Party I was transferred to other section i.e. EHS which was refused by Party I, that on 06/03/2018 the Party I has stayed back in the factory after the shift without any permission and was verbally warned and in spite of such warning the Party I overstayed in the factory on 11/09/2018 after his shift and without permission, that the Party I is charged for committing breach of IT security on 30/01/2014.

55. From plain reading and perusal of the charges alleged in the charge-sheet it is seen that the charges leveled in the charge-sheet are independent of each other and for the different period as well as the incident in respect of each charge is all together different from other charge. As such, it was obligatory on the part of the Management to specify the provision of law which constitute each charge as a punishable offense under particular provision of Certified Standing Orders or Model Standing Order or the Code of Conduct and rules and regulation applicable to the Party II. However, there is no such specification. Therefore, the contention of the Party I that the charge-sheet was vague and sufficient enough not to understand the charge leveled against the workman vide said charge-sheet. One of the charge in the charge-sheet is in respect of Party I not resuming his duty at the transferred place to other Department, at the same time the other charge is in relation to Party I violating the terms and condition of the Appointment Letter under Code of Conduct applicable to Party I as per the Company's rules and regulations.

56. According to Party I, it is stated that the Party I is a 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947. The Party II employs more than 1000 workmen at its industrial establishment and as such the Industrial Employment (Standing Orders) Act, 1946 and Rules, 1946 there under (for short SO Act and SO Rules resp.) are applicable to the Party I and Party II. The Party I states that in the absence of the certification of the standing under the S.O. Act & S.O. Rules the Model Standing orders (for short MSO) prescribed under schedule 1 are deemed to be adopted in that establishment as provided under Section 12-A of the SO Act. It is stated that the Party I being a workman is governed under the service conditions as prescribed under the Model Standing Orders and the enquiry conducted against the Party I has to be under Clause 14(4) of the Model Standing orders. It is stated that Clauses 14 (ba) and 14(bb) provides as under: "(ba) In the inquiry, the workman shall be entitled to appear in person or to be represented by an office bearer of a Trade Union of which he is a member. (bb) The proceedings of the inquiry shall be recorded in Hindi or in English or the language of the State where the industrial establishment is located, whichever is preferred by the workmen.

57. The above defense that the charge-sheet being vague and that the same does not specify under which provision of law the workman has been charged for the alleged acts, which according to the Party II, constitute a misconduct was taken at the beginning of the inquiry. However, the Inquiry Officer continued with the inquiry proceedings without furnishing to the workman the relevant and necessary documents such as the code of conduct and rules and regulations, the Log Sheets and the Job Sheets maintained by the Boiler Operator on the basis of which there were certain allegations made in the letter issued to the workman. The workman was not furnished with the documents for the alleged charge of non-payment of increment and no any material was addressed while leveling such charges. All these documents were very much material for defending the charges effectively.

57. Further, it is the contention of Party I/Workman that in the inquiry that was scheduled it is stated that an enquiry was scheduled on 18/12/2018 and Mr. Prasanna Chawdikar, Advocate was appointed as the Enquiry Officer. The Party II was represented by Mr. Krishnandu Munda, Senior Manager-HR. The Party I states that the enquiry was scheduled on 18/12/2018 on which date the Party I filed an application dated 18/12/2018 raising objection on the Enquiry Officer and also stated that the charges are stale and not charges in the strict sense. That the Log Sheets/Job Sheets maintained by the Boiler Operator, based on which the said letters were created, be furnished to the Party I and also the copy of the Certified Standing Orders; that the Party I be allowed to engage an Advocate in the matter as none of the co-workers will come forward to represent the Party I due to victimization by the Party II. However, the said request was disallowed. The Enquiry Officer did not allow the Party I to be represented by an Advocate, the Party I made further application on 03/01/2019 to allow the Party I to be represented by Mr. Puti Gaonkar, General Secretary of the Gomantak Mazdoor Sangh Union of which he is a member.

58. The Party II, in rebuttal to the above arguments advanced by Party I as regards to the inquiry being not fair and proper contended that the inquiry was conducted in a fair and proper manner by following the principles of natural justice and that the Party I was given notice of hearing and was served with the charge-sheet pursuant to which Party I attended all the hearings of the enquiry. That the Party I was given ample opportunity to file his statement and cross-examine the witnesses. However, the Party I in a premeditated manner and with a view to raise the ground of violation of principles of natural justice, declined to make any statement and maintained that he did not understand English language.

59. In support of its contention the Party II placed reliance in the case of **Hari Narayan Srivastav vs. United Commercial Bank 1997 (4) SCC 384** wherein the Hon'ble Supreme Court held that "refusal of

inquiry officer to permit representation by an advocate even when the management was being represented by a law graduate will not be violative of principles of natural justice if the charges are simple and not complicated and the observation reads “A charge-sheet has been given to the petitioner on the allegation that he sanctioned loan for non-existing fictitious persons and got disbursement of demand drafts mentioned in the charge-sheet within two days, i.e., 10-12-1990 and 1/-12/1990 in favour of M/s Sudarshan Trading Co. of Bhopal for Rs 2,80,000. On the basis thereof, the respondents imputed that the petitioner committed the misconduct. An enquiry had been initiated and is now being proceeded against him. He filed an application for permission to engage the services of an advocate. The permission was refused. In the writ petition, the petitioner contended that the charge-sheet was filed against him in the criminal court for the self-same offence. In view of the fact that the matter is pending in the criminal court, assistance of the advocate is necessary. Since presenting officer of the bank is a law graduate, denial of the assistance of an advocate is violative of principles of natural justice. The High Court has held that since the facts are not complicated and the presenting officer of the bank is not a legally trained person, assistance of an advocate is not mandatory in the domestic enquiry. On these simple facts, he could himself or through any other employee defend the case without the assistance of an advocate. On that basis, the High Court has held that denial of assistance of an advocate is not violative of principles of natural justice.

60. In the case of **Biecco Lawrie Limited and Anr. Vs. State of West and Anr. 2009 SCC. Online SC 1371** it is held that “*The respondent in the present case has been provided with various chances to present his case before the enquiry officer and also present evidence that he could do to justify his defence. Further the respondent cannot claim that he is unaware of the broad charges framed against him and the witnesses against him due to the reasons stated earlier in the preceding paragraph.*

In the case of **West Bokaro Colliery us. Ram Pravesh Singh 2008 SCC Online SC 212 para 20 and Board of Trustees of Port of Bombay us. V.R. Surve 2000 (2). LLJ 613** it is held that “*In the present case, the inquiry officer had sent due notice and postponed the date of hearing various times with an intention to permit the respondent to present his case, nevertheless the respondent did not present himself except on three days and ultimately the enquiry officer conducted the inquiry ex parte. Therefore, this was not a case where the respondent was not afforded a chance to cross-examine the witnesses done by the prosecution witnesses rather it seems to be a case where the respondent, had waived his right to cross-examine by absenting himself from the inquiry on the grounds that he was not permitted legal representation nor was furnished with the documents or list of evidences upon which the management was relying.*

Furthermore, in Harinarayan Srivastav v/s United Commercial Bank this Court again held that refusal of inquiry officer to permit representation by an advocate even when the management was being represented by a law graduate will not be violative of the principles of natural justice if the charges are simple and not complicated.

In the present case, the respondent had based his case firmly on the fact that he was denied legal representation but nonetheless he could have resorted the help of a friend who could have presented his case or the registered Union could have very well taken up the matter of the workman concerned. The High Court had decided on the fact that the management was represented by a person who was a commerce graduate and passed the diploma course of social welfare who even though was not a lawyer, yet was a legally trained person and thus there was violation of the principles of natural justice, which this Court believes is untenable as the respondent would have sought permission from the Tribunal or would have asked help from the registered trade union. We are, therefore, of the opinion that the charges were specific and simple and not difficult to comprehend.

61. If the citation above would not come to the rescue of the Party II to come out of the situation of the Party I being not given fair opportunity and was denied legal representation as the judgment in the case above, the Hon’ble Apex Court had observed that the workman therein would have taken the help of a registered union and the said union and could have defended the cause of the workman concerned whereas in the case in hand the Enquiry Officer even denied to the workman concerned the representation by the member of the registered union even after the workman having pointed out that he is entitled for such an representation in terms of Model Standing Orders applicable to the company. Secondly, as discussed earlier the charges leveled in the charge-sheet were not simple and were difficult to comprehend as the charge-sheet consisted of many charges leveled under the different statute and for different period and as such the Enquiry Officer should have considered the request of the workman for legal representation and if not at

least ought to have allowed the second immediate request of representation by the member of the registered Trade Union.

62. Further, the contention of Party II that the Party I ought to have cross-examined the representative of the Party II either in Marathi or in English or should have engaged the co-employee to conduct the cross-examination or at least should have placed the material on record that he had approached the employee who had refused to come is a misplaced submission. The workman concerned has categorically stated that his co-workers are not willing to represent him out of fear that they may be the subject matter of victimization from the management side. When the workman concerned continuously pleaded before the Inquiry Officer for permission to be legally represented and when the same was rejected, he made another request to be represented by the Registrar of the Trade Union and the Enquiry Officer having rejected both the genuine requests, now, therefore, it cannot lie in the mouth of the management to say that the workman ought to have cross-examined the Management witnesses either in Marathi or in English when none of his requests were acceded to by the Enquiry Officer.

63. The Management in support of their contention that the standard of proof in the inquiry is preponderance of probabilities and not proved beyond reasonable doubt placed reliance in the below mentioned citations: **Hari Narayan Srivastav v/s United Commercial Bank 1997(4) SCC 384** wherein the Hon'ble Supreme Court held that refusal of inquiry officer to permit representation by an advocate even when the management was being represented by a law graduate will not be violative of principles of natural justice if the charges are simple and not complicated.

Operative part is reproduced hereunder:

3.A charge-sheet has been given to the petitioner on the allegation that he sanctioned loan for non-existing fictitious persons and got disbursement of demand drafts mentioned in the charge-sheet within two days, ie., 10-12-1990 and 11-12-1990 in favour of M/s Sudarshan Trading Co. of Bhopal for Rs 2,80,000. On the basis thereof, the respondents imputed that the petitioner committed the misconduct. An enquiry had been initiated and is now being proceeded against him. He filed an application for permission to engage the services of an advocate. The permission was refused. In the writ petition, the petitioner contended that the charge-sheet was filed against him in the criminal court for the self-same offence. In view of the fact that the matter is pending in the criminal court, assistance of the advocate is necessary. Since presenting officer of the bank is a law graduate, denial of the assistance of an advocate is violative of principles of natural justice. The High Court has held that since the facts are not complicated and the presenting officer of the bank is not a legally trained person, assistance of an advocate is not mandatory in the domestic enquiry. On these simple facts, he could himself or through any other employee defend the case without the assistance of an advocate. On that basis, the High Court has held that denial of assistance of an advocate is not violative of principles of natural justice.

Biecco Laurie Limited and Anr. Vs. State of West and Anr. 2009 SCC. Online SC 1371 “The respondent in the present case has been provided with various chances to present his case before the enquiry officer and also present evidence that he could do to justify his defence. Further the respondent cannot claim that he is unaware of the broad charges framed against him and the witnesses against him due to the reasons stated earlier in the preceding paragraph.

West Bokaro Colliery vs. Ram Pravesh Singh 2008 SCC Online SC 212 para 20 and Board of Trustees of Port of Bombay us. V.R. Surve 2000(2). LLJ 613, wherein it is held that *In the present case, the inquiry officer had sent due notice and postponed the date of hearing various times with an intention to permit the respondent to present his case, nevertheless the respondent did not present himself except on three days and ultimately the enquiry officer conducted the inquiry ex parte. Therefore, this was not a case where the respondent was not afforded a chance to cross-examine the witnesses done by the of natural justice if the charges are simple and not complicated.*

In the present case, the respondent had based his case firmly on the fact that he was denied legal representation but nonetheless he could have resorted the help of a friend who could have presented his case or the registered Union could have very well taken up the matter of the workman concerned. The High Court had decided on the fact that the management was represented by a person who was a commerce graduate and passed the diploma course of social welfare who even though was not a lawyer, yet was a legally trained person and thus there was violation of the principles of natural justice, which this Court believes is untenable as the respondent would have sought permission from the Tribunal or would have

asked help from the registered trade union. We are, therefore, of prosecution witnesses rather it seems to be a case where the respondent, had waived his right to cross-examine by absenting himself from the inquiry on the grounds that he was not permitted legal representation nor was furnished with the documents or list of evidences upon which the management was relying.

Furthermore, in Harinarayan Srivastav v. United Commercial Bank this Court again held that refusal of inquiry officer to permit representation by an advocate even when the management was being represented by a law graduate will not be violative of the principles of natural justice if the charges are simple and not complicated.

In the present case, the respondent had based his case firmly on the fact that he was denied legal representation but nonetheless he could have resorted the help of a friend who could have presented his case or the registered Union could have very well taken up the matter of the workman concerned. The High Court had decided on the fact that the management was represented by a person who was a commerce graduate and passed the diploma course of social welfare who even though was not a lawyer, yet was a legally trained person and thus there was violation of the principles of natural justice, which this Court believes is untenable as the respondent would have sought permission from the Tribunal or would have asked help from the registered trade union. We are, therefore, of the opinion that the charges were specific and simple and not difficult to comprehend.

65. Reliance is placed on Judgement of the Hon'ble Supreme Court in the case of **Biecco Lawrie Ltd. And Anr. V/S. State Of West and Anr 2009SCC Online SC 1371** wherein it has held that merely because the enquiry has been conducted by the company lawyer, the same cannot be vitiated.

West Bokaro Colliery us. Ram Pravesh Singh 2008 SCC Online SC 212 observed that “The Tribunal has set aside the report of the enquiry officer and the order of dismissal passed by the punishing authority by observing that the charges against the respondent were not proved beyond acquittal in a criminal case would not operate as a bar for drawing up of a disciplinary proceeding against a delinquent. It is well-settled principle of law that yardstick and standard of proof in a criminal case is different from the one in disciplinary proceedings. While the standard of proof in a criminal case is proof beyond all reasonable doubt, the standard of proof in a departmental proceeding is preponderance of probabilities. And Board of Trustees of Port of Bombay us. V.R. Surve 2000 (2). LLJ 613 “Sri Ramaswamy, to substantiate his arguments, relied upon State of Haryana v. Rattan Singh [1977 (2) L.L.N. 50]. In this case, a bus conductor of the State Transport undertaking was charge-sheeted for not collecting fares from certain passengers and on his guilt being established, there was simple termination of his services because of his long services and young age. It was contended in this case, on behalf of the bus conductor, who was charge-sheeted that because statements of passengers, who claimed to have paid bus fare to the conductor, but to whom allegedly tickets were not issued by him, were not recorded by the Inspector of the Flying Squad, the order that followed was invalid Negating this contention, Sri Krishna Iyer, J. (as he then was), speaking for the Bench, observed that the evidence of the Inspector was some evidence which had relevance to the charge against the bus conductor. Therefore, order of simple termination of service was a valid order.

He further observed in the judgment "It is well settled that in a domestic enquiry the strict and sophisticated rules of evidence under the Indian Evidence Act may not apply.

All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. It is true that departmental authorities and administrative Tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Indian Evidence Act. For this proposition it is not necessary to cite decisions nor text books, although we have been taken through case-law and other authorities by counsel on both sides. The essence of a judicial approach is objectivity, exclusion of extraneous materials or considerations and observance of rules of natural justice. Of course, fair play is the basis and if perversity or arbitrariness, bias or surrender of independence of judgment vitiate the conclusions reached, such finding, even though of a domestic tribunal, cannot be held good. However, the Courts below misdirected themselves, perhaps, in insisting that passengers who had come in and gone out should be chased and brought before the Tribunal before a valid finding could be recorded. The residuum' rile to which counsel for the respondent referred, based upon certain passages from American Jurisprudence does not go to that extent nor does the passage from Halsbury insist on such rigid

requirement. The simple point is, was there some evidence or was there no evidence- not in the sense of the technical rules governing regular Court proceedings but in a fair commonsense way as men of understanding and worldly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the Court to look into because it amounts to an error of law apparent on the record. We find, in this case, that the evidence of Chamanlal, Inspector of the Flying Squad, is some evidence which has relevance to the charge, levelled the respondent. Therefore, we are unable to hold that the order is invalid on that ground.

65. As against this, it is the contention of the Party I/Workman that the inquiry was not fair and proper. From the observation made in the citations above viz a viz considering that the management was represented by a well qualified and persuasive trained HR Manager, and the Inquiry Officer also being a lawyer by profession, the workman concerned was pitted against the well qualified person as such the Inquiry Officer ought to have granted permission to the Party I/Workman atleast to be represented by the member of the trade union. Besides that the Inquiry Officer rejected each and every request made by the concerned workman i.e. the permission for legal representation by the member of the union, to record the proceeding in the language know to the workman, request for documents or recording of the hearings etc. Apart from all the factual things the management has failed to clear out the doubt regarding whether the inquiry was conducted under Model Standing Order or under Certified Standing Order or under the Code of Conduct and rules and regulations applicable to the Company and mixture of all these statute had made the charges more complicated as such the Inquiry Officer ought to have considered the request of the Party I/Workman for legal representation or at least representation by the member of the trade union and having denied all such request made by the party I workman it cannot be held that the inquiry was fair and proper or that the charges have been proved through legally admissible evidence. Hence, both the additional issues taken together for discussion stands answered against the Management in the negative.

66. It is the case of Party I Workman that on or about 26/09/2018 he was instructed to do the work of EHS-ETP Department which was not the normal work of Boiler Attendant. That since the Party I has not done the work in the EHS-EPT Department any time in the past and is not trained to do such work, he did not go to the said department and was made to sit idle at the gate for about a month. Hence, he approached the Union vide its letter dated 03/10/2018 addressed to the Chief Inspectorate of Factories & Boilers, Government of Goa, Panaji, made a complaint on the unfair labour practice adopted by the Party II.

67. The Union raised the dispute dated 03/10/2018 was also made to Deputy Labour Commissioner, Margao in that respect where after the Dy. LE, Mragao issued a notice No. DLC/SG/COM/(23)/2016/1598 dated 05.10.2016 to the Party II to offer their comments on 12/10/2018 at 3:00 p.m. It is stated that the said dispute was in conciliation from 12/10/2018 and no further action was taken by the Deputy Labour Commissioner, Margao till the termination of the service of the Party-I/workman.

68. Thus according to the Party I, the Party II dismissed the Party I w.e.f 19.3.2019, without conducting fair and proper enquiry and while the matter of illegal transfer of the Party I being pending before the Deputy Labour Commissioner and Conciliation Officer, Margao and the Party I was suspended from services pending inquiry vide suspension letter dated 24/10/2018. The Party II thereafter issued charge-sheet dated 31.10.2018 to the Party I for charges under terms and condition of the appointment and Code of Conduct applicable to the Party I as per Company's Rules and Regulations. It is therefore submitted that the Party I being the workman, the Party II should not have charged him under the Certified Standing Orders of the Party II. It is further submitted that the Party II did not furnish to the Party I any such Code of Conduct Rules and Regulation throughout his service nor it was furnished along with the charge-sheet dated 31/10/2018.

69. Thus, the Party I in their Claim Statement had specifically pleaded about his dismissal by Party II pending conciliation proceedings in respect of his transfer dispute before the Deputy Labour Commissioner, Margao which facts are not disputed by the Party II. On the contrary, Party II merely denied the allegations of unfair labour practice and justified the transfer of Party I from Utility Engineering Department to EHS- EPT stating that such transfer are on exigencies. However, no evidence of what-so-ever nature were produced on record to support their above justification.

70. On the other hand, it is the contention of the Party I that the action of the Party II in dismissing the workman is in contravention of Section 33(2) of the Industrial Disputes Act, 1947 and as such is non-est

and illegal and the workman is deemed to be in service with full back wages with continuity in service and all other consequential benefits. That, once there is violation of Section 33, the entire action is null and void. This position is settled by the Constitution Bench of the Hon'ble Supreme Court in the case of **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. Vs Ram Gopal Sharma (2002) 2 SCC 244.**

71. It is further their contention that the dispute of the Party I was pending in conciliation before the Dy. Labour Commissioner and Conciliation Officer at Margao in file No. IRM/Con/SG/(17)2019. That at the time when the Party I was dismissed from the services by the Party II, the said dispute was in conciliation by the Conciliation Officer as the dispute of illegal transfer was raised vide Union letter dated 03/10/2018 and the Conciliation Officer has issued the notice vide his notice dated 05/10/2018 and since then the matter was pending before him. As such, the Party II was required to file an application under Section 33(2)(b) of the said Act for approval of the action taken. That, no such application was filed by the Party II before the Conciliation Officer or before this Hon'ble Tribunal seeking approval of the action taken. It is further submitted that Party I is the member of the Union as on 21/10/2017 to the knowledge of the Party II since signing of the Settlement dated 01/03/2018 between the Party I Union of which the workman under the present reference is the member and the management in such circumstance the action of the Party II/Management in terminating the services of Party I/workman is in contravention of section 2 of the Industrial Dispute Act. The Management in their Written Argument simply submitted that no valid conciliation proceeding was pending at the time of termination of Party I though in their Written Statement did not dispute about the fact pertaining to raising of dispute by the Union on the matter of transfer of Party I and thereafter the matter being pending before the conciliation authority. There is no absolute rebuttal to the material placed on record by the Party I/Union as regards the Party II terminating the service of the Party I pending conciliation proceeding for the Labour Commissioner.

72. Be that as it may, this Tribunal is duty-bound to take cognizance of the fact that the matter/dispute as regards to the transfer of Shri Sandeep Methé from the Engineering to the EHS-ETP Department—who is also the workman concerned in the present reference was referred to this Tribunal for adjudication on 12-13/03/2020 vide Order No. 28/42/2019-LAB-2000. The said reference was registered under No. IT/07/2020. Thus, it is crystal clear that the workman concerned in the present reference was dismissed w.e.f. 19/03/2019 and the reference in respect of the transfer dispute was made to this Tribunal only on 12/03/2020, which is after a period of more than a year since the dismissal of the Party I/Workman in the matter of the charge-sheet dated 31/10/2018, which is the subject matter of the present reference.

73. Therefore undoubtedly, this is a clear case of violation of mandatory provisions of Section 33 (2) (b) of the Industrial Disputes Act, 1947. Hence, the ratio laid down in the case of **Jaipur Zila** would be squarely applicable to the present reference, wherein it is held *“Amendments to Section 33 of the I.D. Act in the year 1956 were made at a time when no remedy under the Industrial Disputes Act was available to the individual workman to challenge the termination of his employment. At that time, the dismissal of an individual workman could form the subject-matter of an industrial dispute only if it was espoused by the fellow workmen. In those days, dismissal of workmen who actively participated in raising an industrial dispute was not uncommon. In order to obviate this contingency, Section 33 imposed an obligation on the employer to seek approval or permission for the dismissal of any workman to be effected during the pendency of an industrial dispute. Apart from imposing an obligation on the employer to file such an application, in order to protect the workman against any termination which might be made without seeking approval or permission, Section 33-A was enacted creating a right in favour of the aggrieved workman to file a complaint which will be dealt with like adjudication of an industrial dispute. In other words, a right which was not available to the individual workman to approach the Labour Court or Tribunal for adjudication of a dispute relating to his dismissal was conferred by Section 33-A.”*

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

litigants and the lower courts, it may be clarified that no dismissed workman can claim the relief of reinstatement without a declaration by a competent court that the order of termination is not valid and no punitive order of termination be interfered without any technical grounds if such an order is otherwise justified on merits.

74. Though there is no specific issue framed as regards to the Party II/ Management complying with the provision of Section 33(2) while dismissing the Party I/Workman, this Tribunal cannot overlook the non- compliance of Section 33(2) by Party II before dismissing the Party I when the Party I has taken such specific plea in the Claim Statement and the same being not disputed by the Party II/Management in their Written Statement. In the circumstances above, this Tribunal can safely come to the conclusion that the Party I/Workman has successfully discharged his burden to prove that the domestic enquiry held against him was not fair and proper, the same being in violation of provision of Section 33 of the Industrial Disputes Act. Consequently, the charges levelled in the charge-sheet dated 31/10/2018 cannot be said to be proved. The act of violations of provisions of Section 33(2)(a)(b) of the Industrial Disputes Act by the Party II since go to the root of the matter therefore the entire enquiry amounts to void act initio so also the Order of Dismissal of the Applicant/Party I becomes illegal and unjustified.

75. This is a fit case where the ratio laid down in the case of **Jaipur Zilla** squarely applies, leaving no room for any further prolonged litigation but to put a full stop to the entire litigation by applying the ratio laid down in the case of Jaipur Zilla (Supra).

76. It is pertinent to note that in the case of **Jaipur Zila (Supra)** while referring to the case of Strawboard Mfg. Co. v. Govind, the Hon'ble Apex Court observed that *"the application for approval was rejected by the Tribunal"*. Dealing with the consequence of such rejection, the Supreme Court held that *"If the Tribunal does not approve of the action taken by the employer, the result would be that the action taken by him would fail and thereupon the workman would be deemed never to have been dismissed or discharged and would remain in the service of the employer. In such a case no specific provision as to reinstatement is necessary and by the very fact of the Tribunal not approving the action of the employer, the dismissal or discharge of the workman would be of no effect and the workman concerned would continue to be in service as if there never was any dismissal or discharge by the employer"*.

77. Considering this observation, this Tribunal is of the opinion that no further purpose would be served if this Tribunal proceeds to pass the Order on the preliminary issues only and keeps the reference alive for holding enquiry on other issues when the termination of the Party I/Workman itself is illegal, and void the same being in violation of provisions of Section 33 (2) (a) (b) of the Industrial Disputes Act, 1947.

Hence, the final Order:

ORDER

- i. It is held that the action of the management of the Party II/M/s Lupin Ltd., in terminating the services of the Complainant/Shri Sandeep Methe is illegal and unjustified.
- ii. Consequently, the Party II is hereby directed to re-instate in service the Party I/Workman, Shri Sandeep Methe with fullback wages from 19/03/2019.
- iii. Inform the Government accordingly.

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

Panaji.

Notification

No. 28/03/2026-LAB/Part-I/362

Date : 10-Aug-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 14/07/2026 in Case No. C-IT/12/1997 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Case No. C-IT/12/1997

Mr. C. C. David,
Token No. 1926,
House No. 129,
Near St. Anne's Church,
Silvanagar, Ponda-Goa.

... Complainant/Party I

V/s

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

... Respondent/Party II

Complainant/Party I represented by Learned Advocate Shri. P. Agrawal.

Respondent/Party II represented by Learned Advocate Shri S. B. Karpe along with Adv. Ms. S. Vaigankar.

ORDER

On Preliminary Issues No. 1, 2, 3 and 4A.

(Delivered on this the 14th day of the month of July of the year, 2026)

The present Complaint has been filed by the Applicant/Party I in the matter of his illegal termination under Section 33-A of the Industrial Disputes Act, 1947. The Respondent/Party II is the Employer of the Applicant/Party I.

2. The Complainant was transferred by the Respondent/Company in the Tyre Building Department since the time he joined the Company as a 'Trainee' through his mother Department i.e. Leave Reserve Department. Thereafter, by letter dated 27/09/1994, the Complainant was conferred a permanent place in the Tyre Building Department in Grade-VII. This conferment was termed as 'transfer' by the Respondent/Company till the time of his illegal demotion on 13/06/1996. Alleging that the Management purportedly lost confidence in his ability to build tyres, he was demoted to the Leave Reserve Department under the guise of transfer. That he was punished illegally by the said transfer which was ex-facie illegal. That as the transfer was illegal, he continued to report to Tyre Building Department, however he was not given any work. Thereafter, the Respondent vide its letter dated 01/07/1996, charge-sheeted the Complainant without affording to him reasonable opportunity to reply to the said charge-sheet and was punished with one day suspension vide letter dated 06/07/1996. The Complainant by his letter dated 07/07/1996 replied to the charge-sheet dated 01/07/1996.

3. The Complainant continued to report to the Tyre Building Department but was not given any work, rather he was issued with two charge-sheets on the grounds that he was not reporting to the Leave Reserve Department and on the other grounds as alleged in both the charge-sheets dated 15/07/1996 and 07/08/1996. Again, in respect to both these charge-sheets, the Respondent punished the Complainant with suspension of two days and 4 days respectively without wages with letters dated 22/07/1996 and 10/08/1996 respectively.

4. The Complainant thereafter served a Demand through his Union vide letter dated 10/08/1996 requesting the Respondent to withdraw the charge-sheet dated 13/06/1996 and to revoke the punitive transfer enforced on him since 13/06/1996 with demand of full back wages and continuity in service. It was also demanded that the Suspension Orders dated 06/07/1996 and 22/07/1996 be also withdrawn. That since the Respondent did not concede to the aforesaid demands, the Complainant filed his Justification Statement on 16/08/1996 addressed to the Conciliation Officer requesting him to admit the matter for conciliation. On learning about the same, the Respondent issued charge-sheet cum Suspension Order pending enquiry and final orders vide letter dated 19/08/1996.

5. The Complainant states that the conciliation proceedings had already begun in the matter of letter dated 22/08/1996 addressed by the Union on behalf of the Complainant, however disregarding the same,

the Respondent vide letter dated 24/08/1996 decided to proceed further with the enquiry. In the meanwhile, pending enquiry in progress, the Asst. Labour Commissioner initiated conciliation proceedings under reference No. IRM/CON/PONDA/(99)/1996/409. That despite pending conciliation proceedings, the enquiry was conducted in a haste without adhering to the principles of natural justice and the same was concluded on 04/10/1996, pursuance to which and based on the findings given by the Enquiry Officer, the Complainant was dismissed from service vide letter dated 12/10/1996.

6. It is further submitted that the Conciliation Officer in total ignorance of the statutory provisions acted on the letter made by the Respondent closed the conciliation and called upon the union to raise a fresh dispute in the matter of termination despite the fact that the termination was in total violation of Section 33 (1) of the Industrial Disputes Act, 1947. The Complainant further states that on the date of his dismissal the conciliation proceedings on the Union's Charter of Demands under reference No. IRM/CON/PONDA/(104)/1996/223 were in progress, therefore, assuming without denying that any permission was sought u/s 33(1) of the Act, the Opponent failed to take necessary approval u/s 33(2) as required under the law before dismissing the Complainant.

7. The Complainant through the Union had disputed the action of the Conciliation Officer and had requested to re-open the conciliation proceedings and to send a Failure Report to the Appropriate Government which was not considered by the Conciliation Officer.

8. The Complainant/Party I stated that the inquiry was conducted in undue haste. The Complainant/Party I was called upon to examine management witness in absence of his defence representative. The inquiry was closed without following the principles of natural justice despite several request made by the Complainant. The Complainant/Party I stated that the charge-sheet issued to him was ex-facie illegal and untenable at law. He further stated that the Enquiry Officer has conducted the enquiry devoid of the principles of natural justice.

9. In the amended pleadings, The Complainant states that his Union i.e. the Goa MRF Employees Union had served a letter dated 29/08/1996 on 30/08/1996 to the Labour Commissioner at Panaji calling for the conciliation proceedings on the Charter of Demand dated 15/02/1996 of the workmen for wage rise and better service conditions. The workman concerned in the present dispute is also a workman concerned/covered in the dispute/demand pending before the Labour Commissioner as on 30/08/1996.

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

11. The Complainant/Party I states that he was dismissed on 12/10/1997 while proceedings before the Assistant Labour Commissioner, Ponda were still pending and the Failure Report in the said conciliation proceedings on the general demands were not been sent or received by the Appropriate Government. The Government of Goa was pleased to refer the said dispute to this Hon'ble Tribunal for adjudication only on 05/06/1997 vide its Order No. ALC/PONDA/C.H.OF DEMANDS/MRF/2488.

12. Under these circumstances, it is humbly submitted that the Respondent/Party II was required to seek approval of its action for dismissal under Section 33-A of the Industrial Dispute Act, which it had failed to do so. Therefore, its action of dismissing the Complainant/Party I without seeking approval of the Conciliation Officer/Labour Commissioner is contrary to the Section 33-A of the Industrial Disputes Act, hence illegal and void. He stated that his illegal termination from services was an act of unfair labour practice under the Industrial Disputes Act, 1947. He stated that the penalty of illegal and unjust termination is grossly disproportionate to the charges on which the termination is based, and moreover, the same is discriminatory. Hence, it is prayed that the illegal termination of the Complainant/Party I be revoked and he be reinstated in service with full back wages.

13. In its Written Statement filed, the Respondent /Party II submitted that Mr. C. C. David was charge-sheeted vide Charge-sheet dated 13/06/1996 for alleged act of misconduct as referred in the said charge-

sheet. That the Complainant did not report to Leave Reserve Department from 14/06/1996 to 19/08/1996 despite of repeated charge-sheets issued to him for his refusal to report to Leave Reserve Department and that he was being found loitering in Tyre Building Department disturbing other workmen. As such, he has been charge-sheeted twice with charge-sheet dated 13/06/1996 and 19/08/1996 for committing the alleged misconduct which if proved amounts to gross misconduct under Item III, IV, LLI and I of Clause 21 of the Certified Standing Orders of the Company/Party II which reads as under:

- Clause 21 Item I : Willful insubordination either alone or in combination with another or others of any lawful or reasonable order of a Superior.*
- Clause 21 Item II : Striking work either singly or with other workmen in contravention of these Standing Orders, any statute, law rule or enactment for this time being in force or that may be framed from time to time or inciting any workman to strike the work.*
- Clause 21 Item III : Theft, fraud, dishonesty in connection with Company's business or property or theft of another workman's property within the precinct of the Company*
- Clause 21 Item IV : Causing damage to work in process or to any property of the Company either willfully or through negligence.*
- Clause 21 Item VIII : Interference with work of any other workmen or person in a manner inimical to the interest of the Company.*
- Clause 21 Item XI : Negligence of work.*
- Clause 21 Item XXVI : Absence from work during working hours without any permission from his Supervisor.*
- Clause 21 Item XXXVII : Committing nuisance in the premises of any act prejudicial to cleanliness.*
- Clause 21 Item XXXVII : Unauthorised use or occupation of the Company's land or other property.*
- Clause 21 Item L : Habitual breach of any provisions of the Standing Order or any law applicable to the Company or any rule or instructions for the maintenance and working of any department.*
- Clause 21 Item LII : Any act subversive of discipline.*

14. As the charge-sheet outlines the misconduct of the Complainant/Workman, the Workman has been charged with misconduct by referring to the acts on his part in the backdrop of the Certified Standing Orders. The Respondent/Company however in their reply have mentioned other misconducts which do not find any place in the charge-sheet.

15. According to the Respondent/Party II, the enquiry was conducted in accordance with the principles of natural justice and that the Enquiry Officer, after considering the evidence on record, submitted his findings dated 08/10/1996 holding the Complainant/Party I guilty of the charges. The Respondent states that the Findings of the Enquiry Officer are based on the evidence on record and that the enquiry had been conducted in accordance with the principles of natural justice.

16. The Respondent/Party II submits that in view of gravity of proved misconduct as well as on account of past record of the Complainant, the Management dismissed the Complainant/Party I on 12/10/1996 as the enquiry established warranted extreme punishment of dismissal of the Complainant from its service. The Respondent states that the punishment of termination was consequent to properly conducted enquiry and based on the proved acts of misconduct committed by the Complainant.

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

an impartial Enquiry Officer who has considered all the evidence on record and has submitted a reasoned finding, and that the termination by way of punishment of Complainant/Party I is legal and justified.

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

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

20. On completion of the pleadings, the following Issues were framed at Exhibit 6 by this Tribunal which reads as under:

ISSUES

1. *Whether the Complainant/Party I proves that the application is maintainable under Section 33-A of the I. D. Act, 1947?*
2. *Whether the Complainant/Party I proves that the domestic enquiry held against him is not fair and proper?*
3. *Whether the charges of misconduct levelled against the Complainant/Party I are proved to the satisfaction of the Tribunal by acceptable evidence?*
4. *Whether the action of the Respondent/Party II in terminating the services of the Complainant/Party I is legal and justified?*
Additional Issue No. 4A: Whether the Party II has followed the mandatory provisions of Section 33(2)(a)(b) of the Industrial Disputes Act before dismissing the workman from the services?
5. *Whether the Complainant/Party I proves that the action of the Respondent/Party II in terminating his services is legal and justified?*
6. *Whether the Complainant/Party I is entitled to any relief?*
7. *What Order/Award?*

21. From the issues framed hereinabove, Issue No. 1, 2, 3 and 4A have been taken up to be tried as preliminary issues and accordingly both the Parties to the proceeding led their evidence in respect of these preliminary issues and my findings to the same with reasons are as follows:

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

REASONS

22. *Issue No. 1, 2 & 3:* It is in the evidence of Shri Francis Gonsalves, Officer in Human Resource Department with the Respondent/Party II wherein he has deposed that the Complainant/Party I was issued with 2 charge-sheets dated 13/06/1996 and 19/08/1996, both signed by Senior General Manager, Mr. E. M. Mathai. The Complainant/Party I was initially appointed as a Trainee with the Respondent/Party II vide letter dated 10/07/1989. The appointment of the Complainant/Party I was probationary appointment and

later on he was confirmed in the service after completion of the probation period vide Confirmation Letter dated 01/04/1991. All the corresponding letters have been identified by Shri Francis Gonsalves when the same were produced in the domestic enquiry as well produced before this Tribunal for identification. In the said enquiry, the Company appointed Shri Claudio Fernandes as an Enquiry Officer who submitted his findings to the Management on the conclusion of the enquiry.

23. Mr. Gonsalves further deposed that on completion of the enquiry, the Enquiry Officer gave his findings dated 08/10/1996 holding the Complainant/Party I guilty of the charges referred to in the charge-sheet and submitted his findings to the Management. In his cross-examination, the Management witness Shri Francis Gonsalves denied that no fair and proper enquiry was conducted or that the findings given by the Enquiry Officer are perverse.

24. The Management examined Shri Claudio Fernandes as the witness No. 2, he being the Enquiry Officer who had conducted the enquiry against the Complainant in respect of Charge-sheets dated 13/06/1996 and 19/08/1996. In the said inquiry the management was represented by Shri R. S. Amonkar. The Complainant was given opportunity to participate in the inquiry, however he remained absent. Pursuance to which the inquiry was conducted ex-parte against the complainant. The complainant was duly served vide publication and was supposed to attend the inquiry on 04/10/1996, however he remained absent.

25. The Enquiry Officer further confirmed that the proceedings and records of the said inquiry are true and correct. The Enquiry Officer in the cross-denied that he was biased and favored the management in the said inquiry and that he did not give fair and proper opportunity to the Workman to defend his case. The Enquiry Officer admitted he having examined 8 Management witnesses on 04/10/1996 in the absence of the workman and thereafter concluded the inquiry on the same day as such it was suggested to the Enquiry Officer that he had concluded the inquiry in undue haste which suggestion has been denied by the Enquiry Officer.

26. Both the witnesses examined by the Management, however, did not throw light as regards to the enquiry into the acts of misconducts alleged in both the charge-sheets which is actually the subject matter on which the complainant was held guilty by the Enquiry Officer and the Respondent/Party II. Considering the findings given by the Inquiry Officer, the Respondent/Party II was pleased to dismiss the Complainant/Applicant from his services.

27. The Complainant/Party I examined himself whereby he reiterated and maintained all the facts stated by him in his Complaint and deposed to say that he had given his reply to the charge-sheet dated 13/06/1996 wherein it was alleged that there were wrinkles in the tyres produced by him, he denied the charges vide the said reply. The Respondent/Party II however, did not hold any inquiry in to the charge-sheet dated 13/06/1996 and that he was demoted and transferred from Tyre Building Department to Leave Reserve Department i.e. from Grade VII to Grade III. He further stated that the facts pertaining to his demotion and the transfer has been mentioned in the charge-sheet dated 13/06/1996 and that there is no separate order passed in regard to his demotion and transfer. The Complainant further stated that he had raised a dispute as regards to his demotion and transfer as mentioned in the charge-sheet dated 13/06/1996 before the Labour Commissioner and the copy of the said dispute raised by him was given to the Respondent/Party II.

28. Mr. David further stated that he was issued with the second charge-sheet dated 01/07/1996 alleging that he was roaming in the Tyre Building Department whilst he was transferred to Leave Reserve Department. According to him his transfer to Leave Reserve Department was illegal as such he was reporting to the Tyre Building Department despite having received the Transfer Order to the Leave Reserve Department. That there was no inquiry held against him before imposing the punishment of Transfer. That the Complainant was issued 3rd charge-sheet dated 15/07/1996 vide order dated 27/07/1996, he was placed under 2 days suspension by way of punishment without holding any prior inquiry. Before imposing the punishment, he was issued with 4th charge-sheet dated 07/08/1996 and by order dated 10/08/1996, he was suspended for 4 days without wages. He further stated that prior to imposing punishment of suspension and transfer he was not issued any show-cause notice.

29. The other defense which the Complainant/Party I has raised is that, in the dispute raised by him before the Labour Commissioner pertaining to his demotion and transfer, he was represented by Shri Rohidas Naik, President of the Union and the Management was represented by their Advocate on record in

the conciliation proceedings. Vide letter dated 10/08/1996 the Union to which the workman concerned is the member, had written a letter to the Assistant Labour Commissioner Ponda for withdrawal of his Demotion Order issued to him pursuant to the charge-sheet dated 13/06/1996. Vide letter dated 22/08/1996, the President, Shri Rohidas Naik informed the Manager of Party II about conciliation proceeding being initiated before the ALC, Ponda, pursuant to which the ALC, Ponda had issued a notice dated 02/09/1996 to the Senior General Manager of the Respondent/Party II in the matter of dispute of demotion and transfer raised by the Complainant through his Union.

30. Accordingly, the Respondent/Party II was asked to attend the discussion fixed on 09/09/1996 at 4.00 pm before the ALC, Ponda wherein the Management authorized Adv. Shri G. K. Sardessai to attend the conciliation proceeding and on behalf of the Union Adv. Shri Suhaas Naik represented the Union. The Complainant produced on record the minutes of the meeting held before the Conciliation Authority on 26/09/1996 (Exh.W-6) and on 08/10/1996 at Exhibit W-7. The conciliation proceeding thereafter was adjourned on 15/10/1996 at 4.00 p.m. However, pending the conciliation proceedings, the Complainant was dismissed from his service on 12/10/1996 which lead to closing of the conciliation proceedings by ALC, Ponda upon being informed to him by the Respondent vide letter dated 14/10/1996 about the dismissal of the Complainant from services w.e.f. 12/10/1996.

31. The Complainant further deposed that the President of the Union addressed a letter dated 22/11/1996 to ALC, Ponda objecting the closure of the conciliation proceedings and requested him to open the conciliation proceeding and send report to the Government to which the ALC informed the union that the matter was not admitted in conciliation and the same was only at the discussion level. The ALC further advised the Union to raise a fresh dispute. The Complainant produced on record all the relevant and material correspondence that had taken place between the Union, the ALC and the Management as regards to the conciliation proceeding and the contents of all these document are not disputed.

32. As regards to the inquiry the Complainant stated that he did not attend the inquiry in respect of both the charge-sheets because of the pending conciliation proceedings before the ALC, Ponda which facts he had brought to the knowledge of the Respondent through his Union vide letter dated 10/08/1996, despite of which the Respondent continued with the inquiry and the same was concluded ex-parte against the Complainant. Thus, according to the Complainant his dismissal from services is illegal since no permission was obtained from ALC, Ponda as required under the law by the Respondent/Party II and thus the Respondent/Party II has violated the mandatory provisions of Section 33 of the Industrial Disputes Act, 1947.

33. The Complainant/Party I contended that the Respondent/Company, vide its Dismissal Order dated 12/10/1996, dismissed the Complainant from his services based on the purported findings of the Enquiry Officer. The copy of Findings of the Enquiry Officer was served upon the Complainant along with the Dismissal Order and no opportunity was given to the Complainant to reply or to defend himself to the said purported findings of the Enquiry Officer. Thereafter, the Respondent/Party II vide its Letter dated 14/10/1996, informed the Learned Conciliation Officer that the Complainant had been dismissed from the services and, therefore, the Learned Conciliation Officer ought to and treat the matter as closed. It is pertinent to note that whether the act and action of the Ld. Conciliation Officer to rely on the said letter dated 14/10/1996 was in compliance or in total ignorance of the provisions of the Industrial Disputes Act, 1947? The answer to this question by no stretch of imagination can be in negative only for the simple reason that in terms of Section 33 (1) it is mandatory for the Employer to observe the statutory, restrained of not taking any action against the workman concerned in such dispute that is pending before the Conciliation Officer by discharging or punishing whether by dismissal or otherwise the workman concerned in the dispute raised before the Conciliation Officer.

34. Further, Section 12 of the Industrial Disputes Act, 1947 reads as under:

12. Duties of Conciliation Officers.

- (1) *Where any industrial dispute exists or is apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under Section 22 has been given, shall, hold conciliation proceedings in the prescribed manner.*
- (2) *The conciliation officer shall, for the purpose of bringing about a settlement of the dispute, without delay investigate the dispute and all matters affecting the merits and the right settlement*

thereof and may do all such things as he thinks fit for the purpose of inducing the parties to come to a fair and amicable settlement of the dispute.

- (3) *If a settlement of the dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings, the conciliation officer shall send a report thereof to the appropriate Government [or an officer authorised in this behalf by the appropriate Government] [Inserted by Act 35 of 1965, Section 4 (w.e.f. 1/12/1965).] together with a memorandum of the settlement signed by the parties to the dispute.*
- (4) *If no such settlement is arrived at, the conciliation officer shall, as soon as practicable after the close of the investigation, send to the appropriate Government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof, together with a full statement of such facts and circumstances, and the reasons on account of which, in his opinion, a settlement could not be arrived at.*
- (5) *If, on a consideration of the report referred to in sub-section (4), the appropriate Government is satisfied that there is a case for reference to a Board, [Labour Court, Tribunal or National Tribunal] [Substituted by Act 36 of 1956, Section 10, for “or Tribunal” (w.e.f. 10.3.1957).], it may make such reference. Where the appropriate Government does not make such a reference, it shall record and communicate to the parties concerned its reasons therefore.*
- (6) *A report under this section shall be submitted within fourteen days of the commencement of the conciliation proceedings or within such shorter period as may be fixed by the appropriate Government: [Provided that,] [Inserted by Act 36 of 1956, Section 10 (w.e.f. 10/3/1957).] [subject to the approval of the conciliation officer,] [Inserted by Act 36 of 1964, Section 8 (w.e.f. 19/12/1964).][the time for the submission of the report may be extended by such period as may be agreed upon in writing by all the parties to the dispute.] [Inserted by Act 36 of 1956, Section 10 (w.e.f. 10/3/1957).]*

35. From the plain reading of Section 12 which specifies the duties of the Conciliation Officer, it is very clear that the Conciliation Officer needs to act in terms of clause 1 to 6 of Section 12 and that there is no way he can exercise the power beyond his duties as specified in Section 12. There is no provision to close the conciliation proceedings at the behest of any one of the Party to the conciliation proceedings. The Ld. Conciliation Officer, not only closed the conciliation proceedings at the written request of the Respondent/Party II without jurisdiction and without giving any hearing to the other Party, but went one step ahead to call upon the said Union to raise a fresh dispute in the matter of termination.

36. The above act of the Conciliation Officer was not only without jurisdiction and in contradiction to Section 12 of the Industrial Disputes Act, 1947, but the same also has violated the basic principles of natural justice by not giving an opportunity to the Union to file their say on the application dated 14/10/1996, addressed to him by the Party I/Union. Thus, this is a clear case of the Conciliation Officer acting in a biased manner while disregarding the basic principles of natural justice and fair play. In terms of Section 12 (4), the Conciliation Officer ought to have sent the Failure Report to the Government instead of entertaining the application filed by the Respondent/Party II to close the conciliation proceeding.

37. Having not done so, lot of injustice and prejudice has been caused to the Party I/Union at the cost of the Learned Conciliation Officer who miserably failed in his duty and got carried away under the influence of the Respondent/Party II and closed the conciliation proceeding in utter contravention of his duties as an Independent Mediating/Conciliation Officer. Therefore, the contention of the Respondent/Party II that the ‘Perusal of the Failure Report’ clearly reveals that the dispute was only at the stage of discussion and it was never admitted in the conciliation proceedings is a misplaced statement and is contrary to the documents on record. Therefore, the contention of the Party I/Union has raised the Charter of Demands, bearing reference No. IRM/CON/Ponda/(104)/96/223 and in respect of which the conciliation proceedings were in progress as on the date of the dismissal of the Workman gains weightage over the contention of the Management that the Charter of Demands raised was only at the discussion stage. Therefore, assuming whilst denying that no prior permission was required under Section 33 (1) of the Industrial Disputes Act, 1947, however, the Management was required to file an approval application under the provisions of Section 33 (2) of the Industrial Disputes Act, 1947 before dismissing the Workman.

38. Similarly, the contention of the Party I/Union that the Ld. Assistant Labour Commissioner had no jurisdiction to act unanimously on the application made by the Management and close the conciliation proceeding without giving any opportunity to Party I/Union to file their say on the said application cannot be overlooked. Definitely, the above act of the Conciliation Officer is unbecoming of an independent Mediator/Conciliation Officer as defied under Industrial Disputes Act, 1947. Thus, this Tribunal in agreement with the Party I/Union to consider this as a fit case where it appears from the records that the Respondent/Party II had pre-decided to take a punitive action against the Applicant and accordingly proceeded to hold the *ex facie* farcical enquiry against the said Workman even before seeking a reply in respect of the charges alleged in the Charge-sheets.

39. In support of its subsequent amended pleading in the Application, the Complainant examined Shri Rohidas Naik. It is in the evidence of Shri Rohidas Naik, who claims to be the President of the Union that his Union had issued Letter dated 29/08/1996 on 30/08/1996, upon the ALC, Ponda, thereby calling for the conciliation proceedings on Charter of Demands dated 15/02/1996 of the workmen, including the Complainant/Party I for wage rise and better service conditions and the said Workman was also concerned in the said dispute covered under the said Charter of Demands then pending before the Labour Commissioner as on 30/08/1996. The Respondent/Party II Company had, in fact, attended the conciliation proceedings, on 24/10/1996, in respect of the aforesaid Charter of Demands. Since, the Party II/Company was not ready to accede to the demands of the Union, the Labour Commissioner, Panaji, was pleased to call for further meetings between the said Company and the said Union and the last meeting, to the best of the knowledge, was held on 17/02/1997 for trying to conciliate and settle the dispute.

40. That the said Company did not even wait for the Conciliation Officer or the Labour Commissioner to record failure, and, without waiting for the appropriate Government to receive the Report to consider the same or make reference of the dispute to this Hon'ble Tribunal, the Party II Company dismissed the Party I/Workman on 12/10/1996. It is pertinent to note that the Government of Goa was pleased to refer the aforesaid dispute on the Charter of Demand to this Hon'ble Tribunal for adjudication only on 05/06/1997. That the dismissal of the said Workman, while the aforesaid conciliation proceedings were pending before the Conciliation Officer amounts to an unfair labour practice.

41. The Letter dated 17/10/1996 at Exhibit 40 is addressed by the Assistant Labour Commissioner to the Respondent/Party II. By this letter, the Assistant Labour Commissioner requested both the Parties to remain present and stated that he shall hold discussions and necessary conciliation proceeding under Section 12(3) of the Industrial Disputes Act in respect of the dispute raised by the said Workman and the meetings were held on 23/03/1997 and on 31/03/1997 before the Conciliation Officer who was trying to settle the dispute. Shri Rohidas Naik further stated that he in writing vide letter dated 07/01/2008 asked for the copy of the minutes of the meeting dated 03/03/1997, 17/02/1997, 20/03/1997 and 31/03/1997, however the same was not furnished to him.

42. The record speaks for itself and the document to that effect shows that the Complainant/Workman was dismissed on 12/10/1996, when actually the matter pertaining to Charter of Demands was pending before the Conciliation Authority. Thus, it is clear from the records that the services of the Complainant/Workman were terminated when the matter was sub-judice for conciliation before the Conciliation Officer and the Management had dismissed the Complainant/Workman, without paying him his one months' wages as required under the Act. Thus, the Complainant/Workman through oral as well as documentary evidence was able to prove his stand of the Respondent/Party II having clearly violated the requirements prescribed under the provisions of Section 33 (2)(a)(b) of the Industrial Disputes Act, 1947.

43. Shri Rohidas Naik, in his cross-examination maintained his statement that the exhibits/documents produced by him from Exhibit 35 to 53 confirms that the dispute was admitted in the conciliation proceedings and that they had received the Failure Report from the Labour Commissioner only on 06/09/2007 vide letter at Exhibit 52. He further confirmed that he had received letters from the Office of the Labour Commissioner calling upon him for holding discussions as well as conciliation. He specifically denied the suggestion put to him that Exhibit 35 to 53 refers to the discussions held by the Office of the Labour Commissioner prior to the commencement of the conciliation. On the contrary, he maintained the statement that the documents at Exhibit 35 to 53 pertains to dispute raised in regards to the Charter of Demands.

44. Thus, the evidence of Mr. Rohidas Naik highlights the relevant and material facts pertaining to the conciliation proceeding before the Labour Commissioner. The said witness Shri Rohidas Naik stood by his testimony in the cross-examination to support and substantiate the stand taken by the Complainant/Party I as regards to the Respondent/Party II violating the mandatory provisions of the Section 33 of the Act. In addition to the oral testimony and documentary evidence on record, the Complainant/Workman has placed reliance in the case of **Jaipur Zila Sahadari Bhoomi Vikas Bank Ltd. V/s Ram Gopal Sharma and Others [(2002) 2 SCC 244]**.

45. Therefore, the ratio laid down in the case of **Jaipur Zila Sahadari Bhoomi Vikas Bank Ltd. (Supra)** has come to the rescue of this Workman. The Complainant/Party I has been able to establish that his termination was illegal as the same was done pending the Charter of Demands, in which Charter of Demands, he too was a concerned Workman. Therefore, the Respondent/Party II ought to have refrained from taking any action pending such conciliation in view of Section 33(2)(b) of the Industrial Disputes Act, 1947. Therefore, the question of violation of Section 33(1) of the Industrial Disputes Act, 1947 requires to be considered in the light of the relevant statutory provisions. Section 33 of the Industrial Disputes Act, sub-section (1) reads as under:

33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.- (1) During the pendency of any conciliation proceeding before [an arbitrator or] a Conciliation Officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute”.

46. Furthermore, as per the ratio laid down in **Lokmat Newspaper Pvt. Ltd. v/s Shankar Prasad (1999) 6 SCC** “it is but obvious that the impugned termination of the said Workman on 17/02/1997, amounts to unfair labour practice. The relevant portion is reproduced which read thus.

‘... (19) NOW it must be stated that the impugned termination order was passed against the respondent-workman on 22/06/1982. Within three days thereof, the respondent raised an industrial dispute by filing a complaint under Section 28 of the Maharashtra Act alleging that the impugned termination order amounted to unfair labour practice. Before the impugned termination order was passed by the management, it had already served a notice under Section 9-A of the I. D. Act to the respondents union to the effect that it proposed to introduce a change in the conditions of service of the respondent and other members of the union on the ground that it was proposing to rationalise the printing work at the appellants concern at Nagpur by setting up photo-type machine for carrying out the work of composing, resulting in substantial reduction in the work of composing by hand. It may be stated that the respondent was employed as a foreman in the hand-composing department of the appellant at the relevant time. The respondents union objected to the said notice of change and approached the Conciliation Officer under Section 12(1) of the I.D. Act which reads as under:-

12. Duties of Conciliation Officers.- (1) Where an industrial dispute exists or is apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under Section 22 has been given shall, hold conciliation proceedings in the prescribed manner.

(20) THE Conciliation Officer took the dispute in conciliation within his discretion even though as appellants concern was not a public utility service it was not mandatory for the Conciliation Officer to start conciliation proceedings. As the report of the Conciliation Officer submitted to the State government shows, he invited the management and the respondents union for preliminary discussions on 14/4/1982 in his office and thereafter the matter was adjourned during conciliation from time to time.

(21) IT can therefore, be said that by 14/04/1982 the matter was taken up for investigation and thus the conciliation proceedings had commenced. It is also well established on the record of the case that the parties could not come to any settlement with the result that on 22/06/1982 the investigation was closed by the Conciliation Officer at 4.35 p.m. at Nagpur. Immediately thereafter the, appellant passed the impugned order of termination against the respondent and others on the very same day i.e. on 22/6/1982 at 5.00 p.m. The said order was placed on the notice board of the appellants office at Nagpur on the evening of that

day. It is not in dispute between the parties that thereafter the Conciliation Officer submitted his report to the government which reached the State government on 13/8/1982.

(22) ON the aforesaid facts, the question arises whether the impugned termination order dated 22/6/1982 was passed during the pendency of the conciliation proceedings. It is not in dispute between the parties that before passing such an order no express permission in writing was obtained by the appellant from the Conciliation Office. The Labour Court/the Industrial Court and the learned Single Judge of the High Court have taken the view that because investigation was closed by the conciliator by 4.35 p.m. on 22/6/1982, immediately thereafter the conciliation proceedings could be said to have ended and were pending before him. Consequently at 5.00 p.m. on that very day when the appellant issued the impugned order, it did not violate Section 33 of the I.D. Act. While, on the other hand, the division bench of the High Court in the impugned judgment has taken the view that merely because the conciliator closed the investigation in the evening of 22/6/1982 till he prepared his report as per Section 12(4) of the I. D. Act and till that report reached the government, conciliation proceedings were deemed to have continued and had not got terminated till 13/08/1982 and as in the meantime on 22/6/1982, the impugned termination order was passed without following the procedure of Section 33(1) of the I.D. Act it got vitiated in law.

(23) UNDER these circumstances, a moot question arises whether the impugned retrenchment order was passed on 22/6/1982 during the pendency of conciliation proceedings. It cannot be disputed that the impugned order was directly connected with the matter in dispute before the Conciliation Officer wherein the question of legality of notice under Section 9-A of the I. D. Act was under consideration for the purpose of arriving at any settlement between the parties in this connection. The impugned order had definitely altered to the prejudice of the respondent his conditions of service. It was not a case of retrenchment simpliciter but was a consequential retrenchment on the introduction of the scheme of rationalisation as contemplated by Section 9-A read with Schedule IV item No. 1 of the I.D. Act.

(24) WE shall refer to these provisions in greater detail later on while considering the question of legality of notice under Section 9-A of the I. D. Act. For the time being, it is sufficient to note that the question of violation of Section 33(1) of the I.D. Act has a direct nexus with the further question whether on 22/6/1982 when the impugned termination-order was passed, conciliation proceedings were pending before the authority or not.

(25) IN order to answer these questions, it is necessary to note Ss. (4) of Section 12 of the I.D. Act which reads as under: (4) If no such settlement is arrived at, the conciliation officer shall, as soon as practicable after the close of the investigation, send to the appropriate government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof, together with a full statement of such facts and circumstances, and the reasons on account of which, in his opinion, a settlement could not be arrived at. A mere look at this provision shows that if the Conciliation Officer finds during conciliation proceedings that no settlement is arrived at between the disputing parties, then after closing the investigation he has, as soon as practicable, to send to the appropriate government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and has also to mention all other details as required to be mentioned in the report under Section 12(4) of the I.D. Act.

(26) THE aforesaid statutory requirements leave no room for doubt that after closing the investigation and after having arrived at the conclusion that no settlement is possible between the parties, the Conciliation Officer has to spend some more time before submitting his detailed written report about failure of consideration for information and necessary action by the State Government. In the very nature of things, therefore, such requirement will take at least a couple of days, if not more, for the conciliator after closing the investigation to enable him to send an appropriate report to the State government. It is, therefore, obvious that on 22/06/1982 when by 4.35 p.m. the Conciliation Officer declared that settlement was not possible between the parties and he closed the investigation, neither his statutory function did not come to an end nor did he become functus officio. His jurisdiction had to continue till he submitted his report as per Section 12(4) to the appropriate government. Even such preparation of the report and sending of the same from his end to the appropriate government would obviously have taken at least a few days after 22/6/1982. It must, therefore, be held that the conciliator remained in charge of the conciliation proceedings at least for a couple of days after 22/6/1982. It is, therefore, difficult to appreciate how within half an hour after the closing of investigation by the conciliator and before his getting even a breathing time to prepare his detailed written report about failure of conciliation to be sent to the government as per

Section 12(4), the appellant could persuade itself to presume that conciliation proceedings had ended and, therefore, it was not required to follow the procedure of Section 33(1) and straightaway could pass the impugned order of retrenchment within 25 minutes of the closing of the investigation by the conciliator on the very same day. It is difficult to appreciate the reasoning of the Labour court that after the closer of investigation the conciliator became functus officio and the management could not have approached him for express written permission to pass the impugned order. It is easy to visualise that even on the same day i.e. on 22/6/1982 or even on the next day, before the conciliator had time even to start writing his report, such an express permission could have been asked for by the appellant as the conciliator by then could not be said to have washed his hand off the conciliation proceedings. He remained very much seized of these proceedings till at least the time the report left his end apart from the further question whether conciliation proceedings could be said to have continued till the report reached the State government. Thus, on the express language of Section 12(4) the conclusion is inevitable that closer of investigation by 4.35 p.m. on 22/6/1982 did not amount to termination of conciliation proceedings by that very time. The argument of learned counsel for the appellant was that closer of investigation automatically amounted to termination of conciliation proceedings. This argument proceeds on a wrong premise that closer of investigation by the conciliator is the same as closer of conciliation proceedings. The legislature while enacting Section 12(4) has deliberately not used the words closer of conciliation but, on the contrary, provided that after closer of investigation something more was required to be done by the conciliator as laid down under Section 12(4) before he can be said to have done away with conciliation proceedings earlier initiated by him. On this conclusion alone the decision rendered by the division bench of the High court that the impugned order of termination dated 22/6/1982 was issued by the appellant without following the procedure of Section 33(1) of the I.D. Act has to be sus-tained....’.

47. The Ld. Adv. Shri S. B. Karpe appearing for Party II in support of their defence on the issue of alleged violation of Section 33, placed reliance in the case of **East Asiatic & Allied V/s Shelke (B.L.) (1961 ILLJ162 Bom)**, **Ambuja Cement V/s U B Group**, **Gopinath Daulat Dalvi V/s State of Maharashtra**, **Suresh Vithoo Nare V/s Dharamsi Morarji Chemicals 1991 Lab. I.C. 1932 Bom**, and **VIP Industries Shramik Sangh V/s. VIP Industries Ltd. MANU/MH /1929/ 2024**.

48. Relying on the ratios in the citations above, Ld. Adv. Shri S. B. Karpe submitted that unless the Conciliation Officer applies his mind and decides to enter in conciliation, the conciliation cannot be said to have commenced.

49. The above contention of Ld. Adv. Shri S. B. Karpe is contrary to the records produced by the Complainant/Party I and the evidence on record supports the defence taken by him as regard to his termination being illegal and in contraventions to the provisions of Section 33. The same is duly supported by the ratio in the case of **Lokmat Newspaper Pvt. Ltd. (Supra)**, as the provisions of Section 33 (2) (b) has been settled in the case of Lokmat (Supra), the same being later in time than the ones relied upon by the Party II. Hence, it is the contention of the Complainant/Workman that the facts in question and the provisions of law involved in the case of Lokmat (Supra) are the same as in the present reference. Therefore, it directly applies to the case in hand, giving no room to this Tribunal to deviate from the ratio laid down in the citation above.

50. That, except a mere submission being made “*that unless the Conciliation Officer applies his mind and decides to enter in conciliation, the conciliation cannot be said to have been commenced*” there is nothing produced on record by the Management. Nor could the management discard the evidence adduced by the Complainant/Party I, which clearly indicates his termination being ordered pending the Conciliation Proceedings sans the Failure Report and sans the payment of one month’s wages as required to be paid to the workman under the Act which clearly shows that the termination was against the principles of natural justice.

51. Thus, this is a clear case of violation of mandatory provisions of Section 33 (2) (b) of the Industrial Disputes Act, 1947. Hence, the ratio laid down in the case of **Jaipur Zila** would be squarely applicable to the present reference, wherein it is held “*Amendments to Section 33 of the I.D. Act in the year 1956 were made at a time when no remedy under the Industrial Disputes Act was available to the individual workman to challenge the termination of his employment. At that time, the dismissal of an individual workman could form the subject-matter of an industrial dispute only if it was espoused by the fellow workmen. In those days, dismissal of workmen who actively participated in raising an industrial dispute was not uncommon. In order to obviate this contingency, Section 33 imposed an obligation on the*

employer to seek approval or permission for the dismissal of any workman to be effected during the pendency of an industrial dispute. Apart from imposing an obligation on the employer to file such an application, in order to protect the workman against any termination which might be made without seeking approval or permission, Section 33-A was enacted creating a right in favour of the aggrieved workman to file a complaint which will be dealt with like adjudication of an industrial dispute. In other words, a right which was not available to the individual workman to approach the Labour Court or Tribunal for adjudication of a dispute relating to his dismissal was conferred by Section 33-A.”

52. The Supreme Court in the case under review has ruled that failure to apply for approval by the Employer would make the Order of Dismissal inoperative and that the workman may get wages and other benefits. It was also held that even if the application for approval is granted by the authority, still the aggrieved Party could make a complaint under Section 33-A challenging the approval. It is to be considered whether an interpretation can be placed on Section 33 to the effect that even without a judicial declaration about the validity of the order of dismissal, as a result of the failure to seek approval or permission, the workman could straight away proceed on the footing that the dismissal is invalid and inoperative and work out his rights for recovery of wages and other benefits. The case law placed before the Supreme Court does not support the present ruling. In order to dispel any doubt in the minds of the litigants and the lower courts, it may be clarified that no dismissed workman can claim the relief of reinstatement without a declaration by a competent court that the order of termination is not valid and no punitive order of termination be interfered without any technical grounds if such an order is otherwise justified on merits.

53. The Party I Workman, thus has successfully discharged his burden to prove that the domestic enquiry held against him was not fair and proper, the same being in violation of provision of Section 33 of the Industrial Disputes Act. Consequently, the charges of alleged misconduct cannot be said to be proved again for the reason that there has been violations of mandatory provisions of the Industrial Disputes Act. The act of violations of the provisions of Section 33(2)(a)(b) of the Industrial Disputes Act by the Opponent/Party II since go to the root of the matter therefore the entire enquiry amounts to void act initio so also the Order of Dismissal of the Applicant/Party I becomes illegal and unjustified. Hence, the Issue No. 1 and 2 stands answered in favour of the Party I/Workman in the affirmative. Consequently, this Tribunal holds that the Management has failed to discharge their burden of proving the misconduct for which the Issue No. 3 is answered against the management in the negative.

54. *Additional Issue No. 4A:* While discussing the Issue Nos. 1 and 2, this Tribunal has taken into consideration all the sequential events to show that the Employer/Party II has violated the mandatory provisions of the Industrial Disputes Act, 1947, hence this Issue stands against the Management and therefore the same is answered in the negative.

55. This is a fit case where the ratio laid down in the case of **Jaipur Zilla** squarely applies, leaving no room for any further prolonged litigation but to put a full stop to the entire litigation by applying the ratio laid down in the case of **Jaipur Zilla (Supra)**.

56. It is pertinent to note that in the case of **Jaipur Zila (Supra)** while referring to the case of **Strawboard Mfg. Co. v/s Govind**, the Hon'ble Apex Court observed that *“the application for approval was rejected by the Tribunal”*. Dealing with the consequence of such rejection, the Supreme Court held that *“If the Tribunal does not approve of the action taken by the employer, the result would be that the action taken by him would fail and thereupon the workman would be deemed never to have been dismissed or discharged and would remain in the service of the employer. In such a case no specific provision as to reinstatement is necessary and by the very fact of the Tribunal not approving the action of the employer, the dismissal or discharge of the workman would be of no effect and the workman concerned would continue to be in service as if there never was any dismissal or discharge by the employer.”*

57. Considering this observation, this Tribunal is of the opinion that no further purpose would be served if this Tribunal proceeds to pass the Order on the preliminary issues only and keeps the reference alive for holding enquiry on other issues when the termination of the Party I/Workman itself is illegal, and void the same being in violation of provisions of Section 33 (2) (a) (b) of the Industrial Disputes Act, 1947.

Hence, the final Order:

ORDER

- i. It is held that the action of the Management of the Respondent/M/s MRF Ltd., Usgao, Ponda in terminating the services of the Complainant/Shri C. C. David is illegal and unjustified.
- ii. Consequently, the Respondent/Party II is hereby directed to re-instate in service the Complainant/Party I, Shri C. C. David with full back wages from 12/10/1996.
- iii. No order as to costs.
- iv. Inform the Government accordingly.

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



Department of Law and Judiciary

Law (Establishment) Division

Order

No. 5-40-2001-LD(Estt.)/1979

Date : 27-Aug-2026

Whereas, the Government vide Certificate of Practice dated 18/06/2001, had appointed Shri Sanjay S. Malkarnekar, Advocate, as a Notary under Reg. No. 148/01 for a period of five years with effect from 18/06/2001, for in and throughout Quepem Taluka (hereinafter referred as the “Applicant”);

And Whereas, the applicant, vide letter dated 17/06/2026 has surrendered the Certificate of Practice issued by the Government of Goa, vide Reg. No. 148/01 dated 18/06/2001.

And Whereas, it is necessary to issue Order to that effect as per clause (a) of section 10 of the Notaries Act, 1952, to remove the name of the Applicant, entered as a Notary from the Register maintained by this department under section 4 of the Notaries Act, 1952 (Central Act 53 of 1952) (Hereinafter referred to as the “said Act”);

Now therefore, in pursuance of clause (a) of section 10 of the said Act, the Government of Goa, hereby removes the name of applicant entered as a Notary from the Register maintained by it under section 4 of the said Act.

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

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

Porvorim.



Department of Mines and Geology

Directorate of Mines and Geology

Order

No. 01/29/2022/Review DPC/Assistant Geologist/1419

Date : 30-Jul-2026

Order Ref. No.: 01/14/07-Mines/3599 dated 29/03/2007.

Order Ref. No.: 01/04/2015/MACPS-C/ADM-Mines/1740 dated 17/08/2017.

Order Ref. No.: 01/53/2019/AG-Promotion/Adm/Mines/291 dated 12/06/2020.

Whereas, Shri Jeetendra Velusker was initially appointed to the post of Technical Assistant, (subsequently re-designated as Junior Geologist), in the Directorate of Mines & Geology, Government of Goa, vide Order No. 01/14/07-Mines/3599 dated 29/03/2007;

And whereas, in December 2015, there were 10 vacant posts of Assistant Geologist, (subsequently re-designated as Geologist), in the Directorate of Mines & Geology, and for filling up their posts, this

Directorate submitted a proposal to fill the said vacancies by way of direct recruitment against 6 posts and by promotion against 4 posts, in accordance with the Recruitment Rules;

And whereas, Shri Jeetendra Velusker, Technical Assistant (subsequently re-designated as Junior Geologist), was eligible for promotion and was within the zone of consideration for promotion by the Departmental Promotion Committee convened by the Goa Public Service Commission (GPSC);

And whereas, on the recommendations of the Departmental Promotion Committee, as conveyed by the Goa Public Service Commission (GPSC) vide letter No. COM/II/11/25(2)/2015/136 dated 08/03/2016, 4 nos. Technical Assistants (subsequently re-designated as Junior Geologists) were promoted to the post of Assistant Geologist (subsequently re-designated as Geologist);

And whereas, Shri Jeetendra Velusker, being aggrieved by the aforesaid action, submitted a representation dated 13/06/2019 to the Government, contending that the prescribed ratio of 50:50 between direct recruitment and promotion under the Recruitment Rules for the post of Assistant Geologist (subsequently re-designated as Geologist) had not been adhered to;

And whereas, on occurrence of vacancy of Assistant Geologist (subsequently re-designated as Geologist) Shri Jeetendra Velusker, Technical Assistant (subsequently re-designated as Junior Geologist) was promoted to the post of Assistant Geologist (subsequently re-designated as Geologist) in the year 2020 vide order 01/53/2019/AG-Promotion/Adm/Mines/291 dated 12/06/2020;

And whereas, the aforesaid said representation dated 13/06/2019 was examined by this Directorate and, with the approval of the Government, a temporary supernumerary post of Geologist was created vide Government Order No. 01/43/2023/Sup. Post/Adm/Mines/1448 dated 29/07/2025 for the period from 18/03/2016 to 12/06/2020;

And whereas, consequent upon the creation of the aforesaid temporary supernumerary post, a proposal was forwarded to the Goa Public Service Commission vide this Directorate's letter dated 30/04/2026 for consideration of the case of Shri Jeetendra Velusker for promotion against the supernumerary post so created.

Now, therefore, on the recommendations of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission (GPSC) vide letter No. COM/II/11/25(2)/2015/168 dated 09/07/2026, the Government of Goa is pleased to promote Shri Jeetendra Velusker, Technical Assistants (subsequently re-designated as Junior Geologists), Directorate of Mines & Geology, to the post of Assistant Geologist, subsequently re-designated as Geologist, on a regular basis against the temporary supernumerary post created vide Government Order No. 01/43/2023/Sup. Post/Adm/Mines/1448 dated 29/07/2025, in Pay Level-6 of the Pay Matrix, with effect from 18/03/2016 to 12/06/2020. The post of Assistant Geologist in level-6 is re-designated as Geologist in Level-7 vide Order No. 01/28/2021/Creation of Posts/Revival/Mines/604.

The expenditure on pay and allowances shall be debited to the following Budget Head:

Demand No. 83

- 2853 — Non-Ferrous Mining and Metallurgical Industries;
- 02 — Regulation and Development of Mines;
- 001 — Direction and Administration;
- 01 — Mines Development (Non-Plan);
- 00 — General;
- 01 — Salaries.

The officer shall exercise his option for fixation of pay under Fundamental Rule 22(I)(a)(1) within one month from the date of assumption of charge of the promotional post. The option once exercised shall be final.

This Order is issued with the approval of the Government vide U.O 4256/F dated 24/7/2026.

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

Narayan Gad, Director/ex officio Additional Joint Secretary (Mines & Geology).

Panaji.

Department of Personnel**Order**

No. 15/7/2003-PER(Part-I)/2647

Date : 25-Aug-2026

Read: 1) Notification No. 1/4/2015-PER dated 23/06/2022 published in the Official Gazette, Series I No. 14 dated 07/07/2022.

2) Notification No. 15/18/2003-PER(Part-I)/974 dated 04/04/2023 published in the Official Gazette, Series I No. 2 dated 13/04/2023.

3) Letter No. S1GPSC-DR/1/2026-Section I-GPSC/1084/2026/518 dated 08/07/2026 received from Secretary, Goa Public Service Commission, Panaji, Goa.

4) Letter No. GIPARD/PA/DB/007/2026-27/33 dated 22/07/2026 received from the Director (Training) & Secretary, Goa Institute of Public Administration & Rural Development, Ella Farm, Old Goa, Goa.

Pursuant to the Notifications read in preamble, the Result of the Departmental Examination of the following Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer conducted by Goa Public Service Commission from 26/05/2026 to 27/05/2026 and Goa Institute of Public Administration & Rural Development on 29/05/2026, is declared, as indicated against their name:

Sr. No	Name of the Officers	Results	Remarks
1	Shri Nathan Leonard Afonso	Pass	-----
2	Smt. Seema S. S. Gudekar	Fail	Absent in Paper V & VI
3	Shri Gajesh Prakash Shirodkar	Pass	-----
4	Shri Ramkrishna Sagun Salgaonkar	Pass	-----
5	Miss Gayatri Ganesh Naik Dessai	Pass	-----
6	Shri Surendra N. Gaonkar	Pass	-----
7	Kum. Meghana Prashant Naik	Pass	-----
8	Ms. Jenisa Pereira	Pass	-----
9	Smt. Siddhy Pai Angle	Pass	-----
10	Shri Abhishek Naik	Pass	-----
11	Shri Nitin Dhawaskar	Fail	Absent in Paper V
12	Shri Viraj Malkarni	Pass	-----
13	Shri Rohan Zeno Paes	Fail	Absent in Paper V
14	Smt. Arya A. Velip	Fail	Failed in Paper V

This is issued based on the result of the above candidates communicated by Goa Public Service Commission and Goa Institute of Public Administration & Rural Development, vide letters read in preamble at Sr. No. (3) & (4).

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

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

Porvorim.

Order

No. 15/7/2024-PER/2644

Date : 27-Aug-2026

Consequent upon the marriage of Smt. Meghana P. Naik, Joint Mamlatdar-IV, Salcete with Shri Devanand Prabhakar Prabhu registered in the Office of the Civil Registrar, Ponda, Goa under Certificate of Marriage No. MR-PON-705-2025, her name “Meghana Prashant Naik” stands changed to “Meghana Devanand Prabhu”.

Henceforth, her name in all official records/purpose shall be as per above changes.

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

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

Porvorim.

Order

No. 7/2/2023-PER

Date : 28-Aug-2026

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/2(1)/2023/264 dated 27/08/2026, the Governor of Goa is pleased to promote Shri Chandrahas Naik Dessai, Deputy Director of Agriculture to the post of Director of Agriculture (Group “A” Gazetted) (Goa General Service) in the Directorate of Agriculture on regular basis in the Level-12 of the Pay Matrix with immediate effect.

The pay and allowances of officer on promotion shall be fixed as per C.C.S. (Revised Pay) Rules, 2016.

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

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

Durga Kinlekar, Under Secretary (Personnel-II).

Porvorim.

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

No. 36/18/39A/Notification (47F)/TCP/2026/935

Date : 02-Sep-2026

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

TABLE

Sr. No.	Name of the Applicant	Survey No./Sub-Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Hitendra Krishnaji Prabhu Parsekar Desai	13/1 (Part) Phase II	Parcem, Pernem	Partly Orchard (25672m2), Partly Orchard with No	Settlement Zone	39000	Approved for change of zone an area of 23300m2 from

				Development Slope (13328m2) Total Area (39000)			Orchard to Settlement Zone and an area of 13000m2 from Orchard with No Development Slope to Settlement being within permissible gradient. The secondary development shall be permitted strictly only after obtaining NOC from Forest Department.
2.	Sanjay U. Kumbharjuvekar	360/2-P	Latambarcem, Bicholim	Cultivable Land with Irrigation Command Area and abutting to proposed road on southern side Total Area (310)	Settlement Zone	310	Approved for change of zone an area of 310m2 from Cultivable Land with Irrigation Command Area to Settlement zone with Irrigation Command Area. The secondary development shall be permitted strictly only after obtaining NOC from Water Resources Department.
3.	Sikandar Verma C/o Vijaykumar M. Ainapurkar	54/1-C (Part)	Velsao, Mormugao	Partly Settlement (10215m2), Partly Transportation (Parking) (1177m2) (Road) (1146m2) Partly Orchard (3502m2), Total Area (16040)	Settlement Zone and Orchard Zone	2323	Approved for change of zone an area of 1146 from Partly Transportation (Road) to Settlement Zone, an area of 1027m2 from Partly Transportation (Parking) to Settlement Zone, an area of 150m2 from Partly Transportation (Parking) to Orchard Zone being Sand dunes as per GCZMA. The secondary development shall be permitted strictly only after obtaining NOC from GCZMA.
4.	M/s. Green First Estates Pvt. Ltd., Rep. by Shailesh Bharne	503/1-A (Part-C)	Tivim, Bardez	Partly Institutional (50000m2), Partly Play Ground (15195m2), Partly Cultivable Land with Irrigation Command Area (198505m2), affected by 10 mts.	Settlement Zone	3501	Approved for change of zone an area of 3501m2 from Cultivable Land with Irrigation Command Area to Settlement zone with Irrigation Command Area. The secondary

				wide proposed road Total Area (263700)			development shall be permitted strictly only after obtaining NOC from Water Resources Department.
5.	M/s. Gangareddy Infra Pvt. Ltd., POA Prashant P. Shirodkar	10/1-K	Morjim, Pernem	Orchard Total Area (4067)	Settlement Zone	4067	Approved for change of zone an area of 4067m2 from Orchard to Settlement zone. The secondary development shall be permitted strictly only after obtaining NOC from Forest Department.

And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the “said Rules”), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals as specified in Column No. 8 of the above Table;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,—

- (i) Vide Notification No. 36/18/39A/Notification (33)/TCP/2026/574 dated 08/10/2025, published in the Official Gazette, Series III No. 28 dated 09/10/2025 (as regards proposal at Sr. No. 1);
- (ii) Vide Notification No. 36/18/39A/Notification (53)/TCP/2025/304 dated 22/04/2026, published in the Official Gazette, Series III No. 4 dated 23/04/2026 (as regards proposal at Sr. No. 2 & 3);
- (iii) Vide Notification No. 36/18/39A/Notification (59)/TCP/2026/409 dated 20/05/2026, published in the Official Gazette, Series III No. 8 dated 21/05/2026 (as regards proposals at Sr. No. 4);
- (iv) Vide Notification No. 36/18/39A/Notification (60)/TCP/2026/423 dated 27/05/2026, published in the Official Gazette, Series III No. 9 dated 29/05/2026 (as regards proposal at Sr. No. 5) and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rules (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1 in its 226th Meeting held on 16/01/2026, Sr. No. 2 & 5 in its 238th Meeting held on 11/08/2026, Sr. No. 3 & 4 in its 237th Meeting held on 27/07/2026 and directed to take further action as per sub-rule (4) of Rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for its decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan is hereby altered and modified as specified in Column No. (8) of above Table and

as directed by the Government for carrying out change of zone of land in respect of the plots of land as specified in detail in Column Nos. (2) to (7) of above Table.

The alteration and modification of the Regional Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon'ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning) & ex officio Joint Secretary.

Panaji.

Notification

No. 36/18/39A/Notification (8NF)/TCP/2026/937

Date : 02-Sep-2026

Whereas, the Town and Country Planning Department of the Government of Goa has issued direction under sub-section (1) of Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for change of zones in the Regional Plan for Goa 2021 in respect of the plots of land as specified in detail in Column Nos. (2) to (6) of the Table below (hereinafter referred to as “the said Proposals”);

TABLE

Sr. No.	Survey No./Sub-Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	34/1-B (p)	Goalim-Maula, Tiswadi	Partly Settlement, Partly Natural Cover, Partly Private Forest, Partly Natural Cover with No Development Slope.	No Development Zone	Total Area (2,49,677)	Approved for Non Developable Area.
2.	36/1, 36/2, 37/1	Cuncolim, Ponda	Partly Natural Cover, Partly Paddy Field, Partly Natural Cover with No Development Slope.	No Development Zone	Total Area (1,20,000)	Approved for Non Developable Area.
3.	21/1, 21/2-A, 21/3-A, 21/4, 21/5, 21/6-A, 22/1, 22/1-H, 22/1-I, 22/1-K, 22/1-L, 23/1-B, 23/1-C, 24/1, 24/8, 24/9, 24/10, 24/12, 44/1, 24/12, 42/7-A, 42/7-C, 42/7-C-1, 43/1, 43/1-A, 43/3, 38/7, 38/9, 38/9-B, 42/3, 42/7, 42/7-A, 42/7-B-3, 42/7-B-3-1, 42/7-B-4-A, 42/7-D, 42/7-D-1, NALLAH, NALLAH, ROAD, ROAD, 28/1-A, 28/2, 28/3, 28/4, 28/6, 29/1, 30/1-A, 30/1-B, 30/1-C, 30/1-D, 30/1-E, 30/1-E-1, 30/1-F, 36/1, 37/2, 38/12, 39/1,	Dabolim, Mormugao	Natural Reserve/Orchard, Parks/Playgrounds/Recreational/Sub-Division Open Space/Buffer Zone, Commercial (Central Commercial), Residential (Urban Settlement).	No Development Zone	Total Area (11,82,544)	Approved for Non Developable Area.

NALLAH, ROAD, 4/1, 9/3, 9/3-C, 9/4, 9/5, 9/5-D, 13/1, 13/3, 13/4-C, 13/4-C- 1, 13/4-C-2, 13/4-C- 3, 13/4-C-4, 13/4-C- 5, 13/4-C-6, 13/4-C- 7, 14/1, 14/4, 14/5, 17/1, 22/1, 22/1-E, 22/1-F, 22/1-G, 22/1- J, 23/1, 46/1, ROAD					
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And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the “said Rules”), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals as specified in column No. 7 of the of the above Table;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,—

- (i) Vide Notification No. 36/18/39A/Notification (8N)/TCP/2026/422 dated 27/05/2026, published in the Official Gazette, Series III No. 9 dated 29/05/2026 (as regards proposals at Sr. No. 1, 2 & 3); and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rules (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1, 2 & 3 in its 238th Meeting held on 11/08/2026, directed to take further action as per sub-rule (4) of Rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for its decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan is hereby altered and modified as specified in Column No. (7) of above Table and as directed by the Government for carrying out change of zone of land in respect of the plots of land as specified in detail in Column Nos. (2) to (6) of above Table.

The alteration and modification of the Regional Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon’ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning) & ex officio Joint Secretary.

Panaji.

Order

No. 21/22/RTI-GEN/TCP-HQ/2020-21/1832

Date : 31-Aug-2026

In supersession of all earlier orders pertaining to the appointment of Public Information Officers and Appellate Authority in the Headquarters, Office of Town and Country Planning Department, Panaji, and in pursuance to Sections 5(1) and 19(1) of the Right to Information Act, 2005, the following officers are

hereby appointed as Public Information Officers, as specified in the Column No. 2 and Appellate Authority as specified in Column No. 4, with immediate effect until further orders:

Sr. No	Name/Designation of Public Information Officer	Subject	Appellate Authority
1	2	3	4
1.	Smt. Tecla Fernandes, Superintendent Public Information Officer-1	Administration	Dy. Director (Administration)
2.	Smt. Anushka Hadkonkar, Statistical Assistant Public Information Officer-2	Statistics/Revenue/Budget Registration of professionals	Shri M.K.C. Srikanth, Town Planner (HQs)/ D.D.O
3.	Kum. Saloni Naik, Accountant Public Information Officer-3	Accounts matters	Shri M.K.C. Srikanth, Town Planner (HQs)/ D.D.O
4.	Shri Saviour O Coutinho, Planning Assistant, Public Information Officer-4	Section 17 (2) matters, Regional Plan matters and matters related to Section 39 (A)	Shri Vinod Kumar Chandra, Town Planner (HQs)
5.	Shri Yugandaraj V. Redkar, Dy. Town Planner Public Information Officer-5	Petroleum Rules, 16-A Committee (Public Projects), Court matters, Storage of explosives/petroleum products	Shri Vinod Kumar Chandra, Town Planner (HQs)
		Conservation/NMA	Shri Anand Deshpande, Town Planner (HQs)
6.	Smt. Sampurna P. Bhagat, Dy. Town Planner, Public Information Officer-6	Complaints (Public Grievances), Complaints (Offline), Miscellaneous/General (Technical), Consumer Protection Court matters	Shri Anand Deshpande, Town Planner (HQs)
		Garbage Management Site issues	Shri M.K.C. Srikanth, Town Planner (HQs)/ D.D.O
7.	Shri Ram alias Tanay Sandesh Timblo, Dy. Town Planner, Public Information Officer-7	TCP Board	Shri Vinod Kumar Chandra, Town Planner (HQs)
		Zoning Plans, ODP related matters	Shri Anand Deshpande, Town Planner (HQs)
8.	Smt. Nadia Terence Fernandes, Dy. Town Planner Public Information Officer-8	30% FAR for 4 & 5 Star Hotels	Shri Anand Deshpande, Town Planner (HQs)
		Legislation matters, TCP Act, GLDBCR, BPAMS, Matters related to IGBC, Notary Architect/Engineer & De-Regulations	Shri M.K.C. Srikanth, Town Planner (HQs)/ D.D.O
9.	Shri Rajesh Tirodkar, Planning Assistant, Public Information Officer- 9	Matters related to Section 17-A	Chief Town Planner (Land Use)
		Matters related to Committee for Regulation 6.1.1 and 25000 m2 & above	Shri. Vinod Kumar Chandra, Town Planner (HQs)

This is issued with the approval of the Secretary (TCP).

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

Vertika Dagur, Chief Town Planner (Admn./Planning/Land Use)/HoD.

Panaji.

Order

No. 1/3/TCP(Part-File)/2017-19/1836

Date : 31-Aug-2026

Read:- Order No. 1/3/TCP(Part-File)/2017-19/1312 dated 16-06-2026.

In supersession to the earlier order, as referred above, Government is pleased to order transfer and posting of the following Officers of the Town and Country Planning Department, in public interest, with immediate effect:

Sr. No.	Name and Designation of the Officers	Present place of posting	Transferred/ Posted at
1.	Shri. Ritesh R. Shirodkar, Dy. Town Planner	Member Secretary, South Goa Planning and Development Authority, Margao-Goa and to assist Planning Development Construction Committee (PDCC) constituted under the Goa Investment Promotion and Facilitation Board of Single Window Clearance Act, 2021.	Ponda Taluka Office, TCP Department, Ponda and to assist Planning Development Construction Committee (PDCC) constituted under the Goa Investment Promotion and Facilitation Board of Single Window Clearance Act, 2021.
2.	Shri Shivprasad P. Murari, Dy. Town Planner	Bicholim Taluka Office, TCP Department, Bicholim-Goa with additional charge of Ponda Taluka Office, TCP Department, Ponda-Goa.	Member Secretary, South Goa Planning and Development Authority, Margao-Goa with additional charge of Bicholim Taluka Office, TCP Department, Bicholim-Goa.

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

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

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

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

Panaji.

**Department of Tribal Welfare**

Directorate of Tribal Welfare

Order

No. 1-508-2026-27/ADMN/DTW/2416

Date : 29-Jul-2026

- No. 1-508-2026-27/ADMN/DTW/371 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/372 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/373 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/374 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/375 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/376 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/377 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/378 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/379 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/380 dated 20/04/2026.
- No. 1-508-2026-27/ADMN/DTW/381 dated 20/04/2026.

Vide above referred orders Government had constituted Committees for proposing inputs for preparation of 'Road map for Tribal Vision 2037' and the said Committees were to submit the report to the Directorate of Tribal Welfare within 30 days from the date of issuance of the said order.

Now, the Government is pleased to extend the timeline for submission of the final report by the said committees upto 30/08/2026. All other content of the above referred orders remains unchanged.

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

Nilesh K. Dhaigodkar, Director of Tribal Welfare & ex officio Joint Secretary.

Panaji.

Order

No. DTW/Scheme/MY/2026-27/3070

Date : 27-Aug-2026

Whereas the Government has notified a scheme “Financial Assistance for Medical Treatment for infertility amongst Scheduled Tribes couples by IVF (Invitro Fertilization) & IUI (Intra Uterine Insemination) Method under MATRUTVA YOJANA” vide Notification No. DTW/STAT/PC/2017-18/53 dated 08/2/2018 and ammended vide Notification No. DTW/STAT/PC/2020-2021/53/18 dated 23/04/2020, and vide Notification No. DTW/STAT/PC/2021-22/53 dated 09/09/2021.

And whereas Clause 4 of the said scheme mentions procedure for empanelment of Hospitals/Clinics/Nursing Homes under IVF/IUI.

Now, therefore upon following due procedure and with the approval of Government following Hospital/Nursing homes have been approved to be empanelled under Matrutva Yojana in order to undergo IVF/IUI treatment.

1. Dr. Mopkar’s Ankur Nursing Home, Near St. Xavier’s College, Mapusa, Bardez-Goa 403507.
2. Dr. Purva Sahakari Hospital & IVF Centre, Plot No. 91, Sapanatown, Curti, Ponda 403401, Goa.
3. Sunshine IVF Centre, 3rd Floor, Vision Hospital, New Wing, Dhuler, Mapusa 403507-Goa.

The Empanelment shall be for the period of 5 years with immediate effect. However, Government reserves right to terminate any empanelled hospitals at its discretion.

This issued with the approval of Government vide U. O. No. 190/F dated 24/08/2026.

By order and in the name of Governor of Goa.

Nilesh Dhaigodkar, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji.

Office of the Administrator of Comunidades North Zone

Order

Whereas, the elections for the triennium 2025-2028 were held for the Comunidades falling within the jurisdiction of Administrator of Comunidades, North Zone from 01/12/2024 to 23/02/2025 in accordance with the Article 47 of the Code of Comunidades (Legislative Diploma No. 2070 dated 15/04/1961).

And whereas, Comunidade of Paliem was unable to hold election of the members of Managing Committee within the time limit specified in article 47 due to non-constitution and non-deliberation of the Comunidade as per the provisions of article 34, as the reported from the election minutes duly countersigned by the Officer appointed by the Collector North Goa District, Panaji.

And whereas Article 181-A (1) of the Code of Comunidades provides that where a Comunidade is unable to hold elections within the prescribed period due to non-constitution or non-deliberation of the Comunidade, the Administrator may after such inquiry as deemed fit, declare such Comunidade as a “Comunidade in default”;

And whereas, this office vide Notice No. ACNZ/ELECT/76/2026/591 dated 02/04/2026 called upon all stakeholders of the aforesaid Comunidades to submit their objections, representations or explanations, if any, as to why the said Comunidade should not be declared as “Comunidades in default”;

And whereas, representation was received from Peter Henrique Pinto and others with respect to formation of Managing Committee. And whereas opportunity was granted to said member to present their case and further the matter was examined considering relevant provisions of Code of Comunidades and matter was referred to Government vide letter dated 18/05/2026 for appropriate decision.

And whereas reply was received from Under Secretary (Rev-1) vide letter dated 14/07/2026 informing that the Government has not considered the proposal for appointment of Managing Committee of the Comunidade of Paliem, Bardez, Goa for Triennium period 2025-2028.

Further directions were given to Administrator to examine the matter involving Article 181-A of Code of Comunidades.

And whereas matter was examined in accordance to Article 181-A of Code of Comunidades and considering the material available on records. I am satisfied that these Comunidade is fit for declaring it as “Comunidade in Default”.

Now, therefore in exercise of the powers conferred upon me under Article 181-A of the Code of Comunidade, Legislative Diploma No. 2070 dated 15/04/1961, I, Shri Pandurang D Gad, Administrator of Comunidades, North Zone, Mapusa, hereby declare Comunidade of Paliem (Bardez) as “Comunidade in default”.

Given under my hand and seal of this office on this 26th August, 2026.

Pandurang D. Gad, Administartor of Comunidade, North Zone.

Mapusa, Goa.

V. No. AP-2779/2026.