

Panaji, 25th November, 2010 (Agrahayana 4, 1932)

SERIES II No. 35

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/18/2005-06/D.Aagri/278

Read: Order No. 8/60/2007-08/D.Aagri/262 dated 5-11-2007.

Government is pleased to extend the deputation period of Shri Nevil Alphonso, Asstt. Director of Agriculture to Goa State Horticulture Corporation Ltd., Tonca, for a further period of one year (4th year) w.e.f. 05-11-2010 to 04-11-2011.

The deputation of Shri Nevil Alphonso, shall be governed by standard terms of deputation as contained in the O.M. No. 13/4/74-PER dated 12-02-1999 and amended from time to time.

This issues with the concurrence of the Government.

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

S. S. P. Tendulkar, Director of Agriculture & ex officio Joint Secretary.

Tonca Caranzalem, 19th November, 2010.

Order

No. 1/14/1/2004-05/D.Aagri/279

Read: Order No. 1/4/1/2004-05/D.Aagri/271 dated 7-11-2007.

Government is pleased to extend the deputation period of Shri V. D. Deshmukh, Dy. Director of Agriculture to Goa Tillari Irrigation Development Corporation, Panaji, for a further period of one year (4th year) w.e.f. 12-11-2010 to 11-11-2011.

The deputation of Shri V. D. Deshmukh, shall be governed by standard terms of deputation as contained in the O.M. No. 13/4/74-PER dated 12-02-1999 and amended from time to time.

This issues with the concurrence of the Government.

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

S. S. P. Tendulkar, Director of Agriculture & ex officio Joint Secretary.

Tonca Caranzalem, 19th November, 2010.



Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 10-66/AH/2009(Part)/3631

Read: Order No. 10-66/AH/2009(Part)/5743 dated 24-03-2010.

Government order read above stands cancelled and Dr. B. Braganza, Dy. Director (Gyn.) of Directorate of Animal Husbandry & Veterinary Services, Panaji shall stand relieved with effect from 02-06-2010 (b.n.) to enable him to join as a Managing Director of Goa Meat Complex Ltd., on deputation as per Government order No. 7/3/92-PER dated 01-06-2010 issued by Department of Personnel, Secretariat, Porvorim.

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

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

Panaji, 22nd November, 2010.

Department of Education, Art & Culture

Directorate of Technical Education

College Section

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Order

No. 16/26/86-END/4542

Read: Order No. 16-26-86-END/1618 dated 26-9-2006.

Ex-post facto approval of the Government is hereby conveyed to extend the term of the Advisory Committee for Goa College of Architecture, Altinho-Panaji as per the same terms and conditions mentioned in the above referred order for a further period of 3 years w.e.f. 26-09-2009.

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

Vivek B. Kamat, Director of Technical Education, & ex officio additional Secretary.

Porvorim, 18th November, 2010.

Notification

No. BTE/GEN/Const/62/98/4333

Ref.: Previous Notification No. BTE/GEN/CONST/62/98/4183 dated 23-03-2005.

The Government is pleased to reconstitute the Board of Technical Education for co-ordinating, controlling and conducting Technical Education in the State of Goa having the following members, with immediate effect:

- | | | | |
|--|-------------|--|----------------------|
| 1. Director of Technical Education, Porvorim | – Chairman. | 7. Secretary, Goa Board of Secondary and Higher Secondary Education | – Member. |
| 2. Principal, Goa College of Engineering, Farmagudi, Ponda | – Member. | 8. Chairman, Education Committee, Goa Chamber of Commerce & Industry, Panaji | – Member. |
| 3. Principal, Institute of Hotel Management, Catering Technology and Applied Nutrition, Porvorim | – Member. | 9. Hon. Secretary, the Institution of Engineers (India), Goa State Centre | – Member. |
| 4. Principal, S. S. Dempo College of Commerce, Altinho, Panaji | – Member. | 10. Dr. P. S. Kinnerkar, Managing Director, M/s. Transweld Products Pvt. Ltd., Khorlim Industrial Estate | – Member. |
| 5. Director, Directorate of Food & Drug Administration, Panaji | – Member. | 11. Mr. K. B. Rao, Vice-President, M/s. Finalox Cables Ltd., Verna Industrial Estate | – Member. |
| 6. Controller of Examinations, Goa University, Taliegao | – Member. | 12. Mr. V. M. Gaitonde, General Manager, M/s. Dempo Group of Companies, Panaji | – Member. |
| | | 13. Principal, Government Polytechnic, Panaji | – Member. |
| | | 14. Principal, Government Polytechnic, Bicholim | – Member. |
| | | 15. Principal, Agnel Polytechnic, Verna | – Member. |
| | | 16. Principal, Institute of Shipbuilding Technology, Vasco | – Member. |
| | | 17. Principal, Government Polytechnic, Curchorem | – Member. |
| | | 18. Principal, Goa College of Pharmacy, Panaji | – Member. |
| | | 19. Principal, Guardian Angel Institute of HMCT, Curchorem | – Member. |
| | | 20. Principal, Agnel Institute of Food Craft & Culinary Sciences, Verna | – Member. |
| | | 21. Secretary, Board of Technical Education, Porvorim | – Member. Secretary. |

The functions of the Board are attached herewith. The tenure of the Board will be of three years with effect from the date of its constitution. The tenure of the new member appointed during mid-term against any vacancy shall be co-terminous with the tenure of the Board.

The Board shall be treated as State Committee for the purpose of travelling and daily allowances. The non-official members shall be eligible for

travelling and daily allowances as admissible to group 'A' Officers.

The expenditure involved shall be debited to the Budget Head of the Directorate of Technical Education.

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

Vivek B. Kamat, Director of Technical Education & ex officio additional Secretary.

Porvorim, 28th September, 2010.

FUNCTIONS OF BOARD OF TECHNICAL EDUCATION

The following functions are carried out by the office of Board of Technical Education, over which policy decisions are taken in the Board Meeting:

1. To lay down curriculum for various courses in which Board will conduct exams.
2. To conduct smoothly the annual and semester examinations.
3. To appoint various committees for investigation and decisions on different aspects such as malpractices, internal assessment, assessment of answer books, discrepancy in results, curriculum and any other matter related to Board activities.
4. To regularly revise the curriculum for various courses.
5. To prescribe fees to be charged for registration of students for various examinations, issue of various certificates, etc.
6. To recommend to Government regarding remuneration payable to paper setters, examiners and other persons engaged for examination works.
7. To formulate rules and regulation for examinations and related matters.
8. To consider recognition/de-recognition of institutes seeking affiliation to Board.
9. To recommend to Director of Technical Education with respect to:
 - i) Equivalence of examinations
 - ii) Eligibility for admission
 - iii) Workload of teachers
 - iv) Staff development
 - v) Need of infrastructural facilities at the institute etc.

10. To recommend to Government the standard requirements with respect to staff, buildings, furniture, equipments, stationery and other amenities required for the Board.
11. To make provision for:
 - i) Conferring educational awards
 - ii) Multiple Entry System
 - iii) Allowing to keep term
 - iv) Granting exemptions
 - v) Preventing malpractices, etc.
12. To co-ordinate the functions of the Board with other bodies concerned with education and training.
13. To investigate and report to Director/ Government on any matter referred to it.
14. Declaring the result of the examinations held.
15. Issue of diploma certificate, marksheets and other instruments.
16. To lay down rules and procedures for carrying out various activities of Board such as revision of curriculum, granting of exemptions, payment of remuneration, appointment of examiners, dealing with malpractice etc.
17. To lay down appropriate rules to enforce participation in the activities of Board by all/any teaching and non-teaching staff of the institutes affiliated to it.
18. To perform any other functions as may be assigned by the Director or the Government from time to time.

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Department of Finance

Revenue & Control Division

Notification

No. 5/7/2008-Fin(R&C)

In exercise of the powers conferred by sub-section (1) of Section 25 of the Goa Tax on Entry of Goods Act, 2000 (Goa Act 14 of 2000) (hereinafter referred to as the "said Act"), the Government of Goa, being of the opinion that it is necessary in public interest so to do, hereby exempts the whole of tax payable under the said Act in respect of new vehicles, the Tata Indica Car (Chassis No. MAT 6001109PE40451) and Hero Honda Motor Cycle (Chassis No. MBLHA10EJ99E10492), valued at Rs. 2,81,418.37/- and Rs. 37,611.57/- respectively,

supplied by the Government of India, Ministry of Home Affairs, Narcotics Control Bureau, West Block No. 1, Wings-5, R. K. Puram, New Delhi-66, to the Goa Regional Intelligence Cell, Narcotics Control Bureau, Techno Park, Porvorim-Goa.

This Notification shall come into force with immediate effect.

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

Surendra F. Naik, Under Secretary, Finance (R&C).

Porvorim, 19th November, 2010.

(Debt. Management) Division

Notification

No. 2/8/2010-Fin (DMU)

Read: Notification No. 15/29/97-IND/Vol.II dated 11-09-2007.

In pursuance of the Article of Association of the Economic Development Corporation of Goa, Daman and Diu Ltd., Government of Goa is pleased to withdraw the name of Shri Iqbal Mohammed, Margao on the Board of Directors of EDC Ltd., appearing in the Notification referred to above with effect from 08-10-2010.

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

Meena Priolkar, Under Secretary Fin. (Bud-II).

Porvorim, 19th November, 2010.

Department of Fisheries

Directorate of Fisheries

Notification

No. DF/ENF/NOT/2010-11/5325

In exercise of the powers conferred by Clause (a) of Section 3 of the Goa, Daman and Diu Marine Fishing Regulation Act, 1980 (3 of 1981) hereinafter referred to as the "said Act", the Government of Goa hereby authorizes Marine Police not below the rank of Deputy Superintendent of Police in the Police Department, Government of Goa to exercise the powers conferred on and discharge the duties imposed upon the authorised officer, under the

said Act, in the entire area comprised in the State of Goa.

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

S. C. Verenkar, Director of Fisheries & ex officio Joint Secretary (Fisheries).

Panaji, 16th November, 2010.

Department of Labour

Order

No. 28/36/2006-LAB

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) read with Section 21 of the General Clauses Act, 1897 (Act No. 10 of 1897) the Government of Goa hereby amends the Government order No. 28/36/2006-LAB/863 dated 2-11-2006 published in the Official Gazette, Series II No. 33 dated 16-11-2006 hereinafter referred to as the "said Government order"), as follows, namely:—

In the said Government order, (i) in the first recital for the word "Federation", the word "Corporation", shall be substituted; and (ii) for the existing Schedule, the following Schedule shall be substituted, namely:—

SCHEDULE

"(1) Whether the action of the management of M/s. Goa Construction Housing and Finance Corporation Limited, Panaji, Goa, in retrenching the below mentioned workpersons with effect from the dates mentioned against their respective names, is legal and justified?

Sr. No.	Name	Date of retrenchment
1	2	3
(1)	Miss Nutan V. Govekar	09-10-2002
(2)	Alirio Mendonca	11-10-2002
(3)	Shri Rama Vishwanath	09-10-2002
(4)	Shri Sadanand N. Shirodkar	09-10-2002
(5)	Mrs. Sunita R. Kalangutkar	09-10-2002
(6)	Shri Kanta Dattaram Arondekar	09-10-2002
(7)	Mr. Vinod Gurudas Borkar	09-10-2002
(8)	Mr. Godfrey Machado	09-10-2002
(9)	Shri Roque Carlos Pereira	09-10-2002
(10)	Mr. Dinesh Chandrakant Pednekar	09-10-2002

1	2	3
(11)	Shri Yeshwant V. Madkaikar	11-10-2002
(12)	Shri Ajit Y. Salgaokar	01-03-2004
(13)	Shri Deepak P. Varti	01-03-2004
(14)	Geetanjali Naik	01-03-2004

(2) If not,

(a) what relief the workpersons are entitled to? and

(b) whether any relief can be granted against M/s. Goa Housing Board, Porvorim, Goa, to which assets and liabilities of M/s. Goa Construction Housing and Finance Corporation Limited, have been transferred?"

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

Upasana Mazgaonkar, Under Secretary (Labour).

Porvorim, 18th November, 2010.

Order

No. 28/41/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Cartini India Limited, Thivim Industrial Estate, Karaswada, Mapusa-Goa, and it's workpersons, Mrs. Radhika Sawant, Ms. Nutan Vaigankar and Mrs. Mahananda Halankar, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

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

SCHEDULE

"(1) Whether the action of the management of M/s. Cartini India Limited, Thivim Industrial Estate, Karaswada, Mapusa, Goa, in dismissing it's workpersons, Mrs. Radhika Sawant, Ms. Nutan

Vaigankar and Mrs. Mahananda Halankar with effect from 08-02-2010, is legal and justified?

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

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

Upasana Mazgaonkar, Under Secretary (Labour).

Porvorim, 19th November, 2010.

Order

No. 28/40/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Satari Taluka Farmers Service Co-operative Society Limited, Valpoi, Satari-Goa, and it's workperson, Ms. Dalia Caldeira, Clerk/Cashier, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

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

SCHEDULE

"(1) Whether the action of the management of M/s. Satari Taluka Farmers Service Co-operative Society Limited, Valpoi, Satari-Goa, in terminating the services of it's workperson Ms. Dalia Caldeira, Clerk/Cashier, with effect from 24-11-2008, is legal and justified?

(2) If not, what relief the workperson is entitled to?"

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

Upasana Mazgaonkar, Under Secretary (Labour).

Porvorim, 19th November, 2010.

Order

No. 28/38/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management M/s. MRF Limited, Usgao, Ponda-Goa, and its workman Shri Premanand Naik, Operator, represented by the Goa MRF Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

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

SCHEDULE

- "(1) Whether the action of the management of M/s. MRF Limited, Tisk, Usgao, Goa, in dismissing its workman Shri Premanand Naik, Operator, with effect from 21-10-2009, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

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

Upasana Mazgaonkar, Under Secretary (Labour).
Porvorim, 19th November, 2010.

Order

No. 28/35/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the Margao Municipal Council, Margao-Goa, and its workman Shri Chandrakant Daune, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

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

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central

Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the Margao Municipal Council, Margao-Goa, in terminating the services of its workman, Shri Chandrakant Daune, with effect from 13-11-2007, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

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

Upasana Mazgaonkar, Under Secretary (Labour).
Porvorim, 19th November, 2010.

Notification

No. 28/1/2010-LAB/572

The following award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 28-10-2010 in reference No. IT/5/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Smt. Upasana Majgaonkar, Under Secretary (Labour).

Porvorim, 15th November, 2010.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT PANAJI

(Before **Shri B. P. Deshpande**, Hon'ble
Presiding Officer)

Ref. No. IT/5/07

Shri Prashant Modak,
Rep. by the Gomantak
Mazdoor Sangh,
Tisk, Ponda-Goa.

... Workman/Party I

V/s

M/s. Nestle India Ltd.,
Usgao, Ponda-Goa.

... Employer/Party II

Applicant/Party I — Shri P. Gaonkar.

Opponent/Party II — Adv. Shri M. S. Bandodkar.

AWARD

(Passed on this 28th day of October, 2010)

1. In exercise of the powers conferred by Sec. 10(1)(d) of Industrial Disputes Act, the Government of Goa has referred the present dispute vide No. 28/62/2002-LAB/32 dated 12-01-2006, for adjudication to this Tribunal, wherein schedule of dispute reads as under:

“(1) *Whether the action of the management of M/s. Nestle India Limited, Usgao, Ponda-Goa, in respect of non-payment of subsistence allowance at the revised rate of wages to Shri Prashant Modak, is legal and justified?*

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

2. Notices were issued to both parties and thereafter the Party I/Workman appeared and filed his claim statement at Exb. 4. Party II/employer filed written statement at Exb. 5 and then rejoinder was filed at Exb. 6 by the workman.

3. In a nut shell it is the contention of the Party I that he was working with the Party II and joined the Union somewhere in September, 2000 and also was elected on the committee as a Joint Secretary. He was suspended vide letter dated 11-06-2001 on the alleged charges of misconduct and thereafter an inquiry was conducted and finally the Party I was dismissed from the services somewhere in the year 2004. During the suspension and conducting inquiry, the Party I was not paid subsistence allowance @ 75% of revised salary after completion of 90 days of suspension. In the earlier reference, IT/79/2002 the employer has admitted that an amount of Rs. 750/- per month was given as a rise every year to the employees of the company. The workmen holding similar post as that of the Party I were given salary as per the revised wages however the Party I was not paid subsistence allowance as per the revised wages and therefore by this reference he claimed revised subsistence allowance for the entire period.

4. A detailed written statement filed by the Party II shows that they took preliminary objection to the tenor of the present reference and also the locus standi of the Union to espouse the grievance of the Party I. As far as merits are concerned it is claimed that the subsistence allowance was paid to the Party I as governed by the Certified Standing Orders of the Company and he is not entitled for any revised subsistence allowance as there is no revision of the pay scales

of all the employees nor the rules provide anything to that effect. Further it is claimed that the Party I was charge sheeted for the major misconduct of committing theft, wilful disobedience, insubordination and instigating other workers to stop work. A detailed inquiry was conducted and charges were found proved to the satisfaction of the Inquiry Officer who submitted his report to that effect. The Party I was placed under suspension vide letter dated 11-06-2001 and he remained on suspension till the conclusion of the inquiry and also till his services were terminated. The Party I was paid subsistence allowance in accordance with the Certified Standing Orders and when he was found guilty, he was not entitled to claim anything more than the one which is paid to him.

5. The Party I in his rejoinder denied all these aspects including preliminary objections and claimed that he is entitled to revised rate of subsistence allowance.

6. After considering the rival contention, issues were framed vide Exb. 7 which read as under together with my findings against it:

- | | |
|---|--------------|
| 1. <i>Whether order of reference is bad in law?</i> | No |
| 2. <i>Does Party I prove that he is entitled to subsistence allowance @ 75% of revised wages after completion of 90 days of suspension?</i> | Not proved |
| 3. <i>Whether action of Party II in respect of non-payment of subsistence allowance at the revised rate of wages to Party I is legal and justified?</i> | Proved |
| 4. <i>Whether Party I is entitled to the reliefs as prayed for?</i> | No |
| 5. <i>What Award?</i> | As per order |

7. The Party I stepped into the witness box and filed affidavit at Exb. 10 in support of his evidence. He relied upon pay slips of other 2 employees who were working in the Company at the relevant time. Shri Madhav Mane, Human Resource Officer of the Company stepped into the witness box for the Party II and filed his affidavit at Exb. 18 and produced a copy of the Certified Standing Orders, the relevant letters issued to other employees, chargesheet and other relevant documents. No other witnesses were examined either by the Party I or by the Party II.

8. I have perused the entire record as well as heard Learned Counsels for the respective parties.

Shri P. Gaonkar appeared for the Party I strongly contented that the employer was duty bound to pay subsistence allowance as per the revision rates from time to time however the Party II failed in its duty and therefore it amounts to unfair labour practice. He invited my attention to the letter issued to other employees regarding pay revision produced at Exb. 22 colly and submitted that it was the policy of the Company to revise the salary every year and the Party I was kept out deliberately of such benefit though he was under suspension. He then submitted that these aspect is considered by the Apex Court in the case of Umesh Chandra Mishra V/s Union of India decided on 21-10-1992 and later considered other cases including case of Shri S. N. Thampy V/s Textiles Committee 2001 III CLR 667 and recently in the case of Automotive Manufacturers Limited V/s Member, Industrial Court, Nagpur & Anr. 2009 II CLR 331. On these basis, he claimed that the Party I is entitled for the revised subsistence allowance from the employer.

9. In reply to the said arguments, Adv. Shri M. S. Bandodkar, Learned Counsel for the Party II invited contention of this Tribunal to the Standing Orders and the provisions of Sec. 10A of the Industrial Employment (Standing Orders) Act, 1946. He submitted that there is no rule or provision incorporated in the Act or Standing Orders by which revised subsistence allowance could be claimed by the workman under suspension. He then submitted there is no settlement between the Union and the employer with regard to revision of pay scales and some of the workmen were individually considered for higher scale considering their outlook and the performance. The Party I was not working at the relevant time and therefore he cannot claim any revision of his pay scale. In this respect Adv. Bandodkar placed reliance on the decision of the Apex Court, in the case of Novartis India Ltd., V/s State of West Bengal and Others, 2009 LLR 113 and Dena Bank V/s Kirtikumar T. Patel, 1998 I CLR 191 and in the case of Air India Ltd. V/s L. R. Solanki & Anr. 2005 II CLR 1025.

10. After giving anxious consideration to all the submissions from both sides, I would like to discuss issues and merits.

FINDINGS

11. Issue No. 1: It is the contention of the Party II that the reference is bad in law as the aspect of subsistence allowance is given under Sec. 10A of the Industrial Employment (Standing Orders) Act, 1946 and therefore the Party I has to refer such remedy and forum for adjudication and

not the reference. He then claimed that the subsistence allowance was paid to the workmen as per the rules and standing orders and therefore the reference is bad. In this respect it is an admitted fact that the Party II is having their own Certified Standing Orders which are produced at Exb. 24 colly. These Certified Standing Orders are as per the provisions of Industrial Employment (Standing Orders) Act, 1946. It is also admitted that all employees including the Party I are given by the Standing Orders. Sec. 10A of Industrial Employment (Standing Orders) Act, 1946 provides regarding payment of subsistence allowance and the wordings mentioned therein are very clear. Clause (a) sub-section (1) deals with 50% of the wages to be paid as subsistence allowance for the first 90 days of the wages which the workman was entitled to immediately preceding the date of such suspension. Clause (b) of sub-section 1 deals with the other eventuality i.e. when the suspension continues for more than 90 days and in that case the workman is entitled for the subsistence allowance at the rate of 75% of such wages. Thus the wordings in Clause (a) "*Wages which the workman was entitled to immediately preceding date of such suspension*" are of very much importance. However as per Clause 2 of Section 10 A of the said Act provides that in case of any dispute regarding the subsistence allowance payable to the workman under sub-section (1), the workman or the employer may refer the dispute to the Labour Court, constituted under the Industrial Disputes Act within the limits of whose jurisdiction the industrial establishment wherein such workman is employed is situated. Thus this Tribunal has received the reference from the Government when the same was raised by the workmen before the Conciliation Officer and there after the Government in its power referred the Industrial Disputes to this Tribunal. Therefore the contention of Learned Counsel, Shri Bandodkar that the reference is not tenable, cannot be accepted as the same is in conformity with the provisions of Section 10 A of the said Act. Even otherwise no material is placed on record to show that the reference is bad in law and as well as issue 1 is answered in the negative.

12. Issue No. 2 & 3: Both these issues are clubbed together since issue No. 2 cast burden on the Party I to prove his claim where as issue 3 speaks about the action of the Party II is legal and justified.

13. The short dispute in the present matter is non payment of revised subsistence allowance.

It is not disputed that no subsistence allowance was paid however the Party I contended that he ought to have received subsistence allowance at the revised salary basis since other employees working in the same cadre were given higher salary. In this respect the Party I has placed on record salary slips at Exb. 14 colly of 2 workers who were working in the same cadre as that of the Party I in October, 2004. However the Party I has clearly admitted that there are Certified Standing Orders which govern the service conditions. He then claimed that the letters issued to other workers and produced at Exb. 22 colly show that the wages of other workmen were revised from time to time as the policy decision of the Company and accordingly he is also entitled for revised subsistence allowance till his dismissal order.

14. Shri. P. Gaonkar heavily relied upon the case of Umesh Chandra Mishra V/s Union of India wherein the dispute was regarding payment of wages under Payment of Wages Act, 1936. In the last or concluding portion it was observed by the Apex Court as under: *"we further direct that the subsistence allowance be paid on the basis of the revised scale of salary, if any, which was prevalent and due to the appellant during the relevant period for which the subsistence allowance is directed to be paid"*. Above observations are only on the basis of facts of that case and there was absolutely no dispute or point raised and decided by the Apex Court as to whether a subsistence allowance could be paid on the revised wages. Further the wordings in the above quoted portion show "if any" which clearly show that the intention was to inform the employer to consider payment of such subsistence allowance on revised salary if the workman is entitled to receive it. Thus such observation can have no binding force and therefore the same is of no help to the Party I.

15. The next decision relied upon by Shri P. Gaonkar is in the case of Shri S. N. Thampy V/s Textiles Committee 'cited supra' where in the disputed questions are found in para 8 and 9 wherein no argument was advanced or point was raised regarding subsistence allowance on any revised rate. The contentions raised before the Hon'ble High Court are found in para 8, 9 & 10 which are totally different and not connected at all with the aspect of subsistence allowance. While deciding the said matter the Hon'ble High Court has observed that the inquiry was conducted in violation of the Principles of natural justice and not proper and fair opportunity was given to the

workman to defend himself. Therefore the inquiry itself was quashed and set aside and then while considering the aspect of reinstatement and back wages due to the delay and disposal of the petition, the Hon'ble High Court has adopted the course that there is no point in starting fresh inquiry since nearly 15 years have gone even though the employer sought permission to prove the misconduct. Then the question aroused as to how the services of the employee is to be treated in case impugned order is set aside and at that stage the Learned Counsel for employer suggest that, in that event, the court may direct the employee to be treated as under continuous suspension. In this context, the Hon'ble Bombay High Court has observed in para 30 and that too on the basis of rules for dismissal, removal, suspension applicable to the textile committee and specifically rule (10) 2 (a) which has been quoted in para 30 itself. The said rule provided for revised subsistence allowance and therefore such revised allowance was ordered to be paid. Hence, the observations in para 31 of the above decision are not on any disputed question raised and decided by the Hon'ble High Court and the same were on the basis of rules applicable to the textile committee providing revised subsistence allowance.

16. The decision of Automotive Manufacturers Limited V/s Member, Industrial Court, Nagpur & Anr. (Cited Supra) is also not helpful to the Party I as in that case also there was no question raised and decided as to whether an employee is entitled for revised subsistence allowance without any specific provision in the Standing Orders or other rules applicable to such establishments. A reference of earlier decision were in the different context and it was held that as per Sec. 10A of the Industrial Employment (Standing Orders) Act, the employee will be entitled to get at the most 75% of subsistence allowance when suspension goes beyond period of 90 days. Shri P. Gaonkar also placed reliance on the case of Swapan Kumar Basu V/s United Bank of India & Ors., 2004 II CLR 847 however in that matter, it has been observed by the Hon'ble Calcutta High Court that there is specific provision of the West Bengal Payment of Subsistence Allowance Act, 1969 so also the agreement executed between the employer and union and in that context revised subsistence allowance was ordered to be paid.

17. Shri P. Gaonkar further placed reliance on the case of Sumer Chand Khajuria V/s State and Others, 1992 II LLJ 723, in the above case also the workman/employee of the State Government

was considered to be entitled for revised subsistence allowance as per the rules which govern his service conditions.

18. In the present matter it is an admitted fact that the establishment of the Party II is having its own Certified Standing Orders which are produced at Exb. 24. My attention was invited to rule 14 (V) and (VII) which reads as under:

"14(V) A workman who is placed under suspension under the above clause shall during the period of such suspension, be paid subsistence allowance @ 50% of the wages which the workman was entitled to immediately preceding the date of such suspension during the pendency of domestic enquiry or an enquiry is being conducted by an outside agency or where some criminal proceedings are pending against him. If, however, the period of such suspension exceeds 90 days and delay in the conclusion of the enquiry proceedings is not attributable to the workman the subsistence allowance will be @ 75% if the last drawn pay for the period beyond 90 days and if the workman so suspended refuses to participate in the enquiry he will not be entitled to the subsistence allowance.

14 (VII) Provided that when a workman has been found guilty of the charged alleged against him, he shall irrespective of the nature of punishment, be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period. The subsistence allowance already paid to him shall, however, not be recovered."

19. A careful reading of these provisions which govern the service conditions of the Party I at the relevant time speaks only about payment of subsistence allowance @ 75% on the last drawn pay and immediately preceding the date of suspension. The Party I failed to point out any provision under the Certified Standing Orders showing that the workman is entitled for a revised subsistence allowance in case there is any revision of pay scales to other employees. Therefore it is clear that something which is not found in the Certified Standing Orders cannot be imported without any basis or rules therein. The decision relied upon by the Party I were on different context as already discussed above and further in those matters there were specific rules giving the workman his right to claim revised subsistence allowance. When there is no such provisions with regard to the matter in hand, the same cannot

be imposed and forced on the employer. Apart from it, the Party I has admitted that there is no settlement between the employer and the Union for any revised wages to be paid to the employees. It is clear that the revision of wages given to other employees during this period is voluntary and on the basis of their performance. This aspect is further clear from the letters at Exb. 22 colly where in each employee who was given benefit of revised wages was informed about the efforts which he put during the preceding year which contributed towards improvements in the overall operation. Thus these revision of wages of the workers in the year 2003-2004 was not on the basis of any settlement and applicable to all the workers but it was the reward by the employer towards better performance of the respective employees during the said period. Simply because some of the employees were given revision in their pay scales on the basis of their performance, benefit of it cannot be claimed by the worker who is already on suspension and departmental inquiry. It is also to be noted here that the wordings in the Certified Standing Orders applicable to the Party I speak about last drawn pay and in that respect the Apex Court in the case of *Novartis India Ltd. v/s State of West Bengal and Others* (Cited Supra) has observed in para 31 as under: *"in regard to the construction of the words 'last pay drawn', learned counsel has drawn our attention to the decision of this Court in Dena Bank V/s Kirti Kumar T. Patel, (1992) 2 SCC 106 wherein it was held:-*

19. As per the decisions of the High Courts referred to above, the expression 'full wages last drawn' in Section 17 B can mean as under:

- (i) Wages only at the rate last drawn and not at the same rate at which the wages are being paid to the workmen who are actually working (Daladdi Co-op. Agriculture Service Society Ltd. v. Gurcharan Singh).*
- (ii) Wages drawn on the date of termination of the services plus the yearly increment and the dearness allowance to be worked out till the date of the award. (Visveswaraya Iron and Steel Ltd. v. M. Chandrappa and Kirtiben B. Amin v. Mafatlal Apparels, 2006 (2) SCC 282).*
- (iii) Full wages which the workman was entitled to draw in pursuance of the award and the implementation of which is suspended during the pendency of the proceedings. (Carona Sahu Co. Ltd. v. A.*

K. Munafkhan, 2006 (4) SCC 733 Macneil and Magor Ltd. v. First Addl. Labour Court, 2005 (6) SCC 36 and P. Chennaiah v. Dy. Executive Engineer, 2007 (1) SCC 491).

20. The first construction gives to the words 'full wages last drawn' their plain and material meaning. The second as well as the third constructions read something more than their plain and material meaning in those words. In substance these constructions read the words 'full wages last drawn' as, full wages which would have been drawn'. Such an extended meaning to the words 'full wages last drawn' does not find support in the language of Section 17 B. Nor can this extended meaning be based on the object underlying the enactment of Section 17 B".

20. The above decision is though with regard to Sec. 17B of Industrial Disputes Act, it is clear to note that the Apex Court has interpreted the wordings *last pay drawn or full wages last drawn*. If the similar wordings appear in any other provisions including Section 10A of the Industrial Employment (Standing Orders) Act or the Certified Standing Orders of the Party II, the meaning of it will not change. Thus when there is no provision under any rule or regulation and also the Certified Standing Orders for grant of subsistence allowance, refusal to pay such revised subsistence allowance on the part of the employer is to be considered as legal and justified and that the Party I is not entitled to revised subsistence allowance as claimed in the present reference. Thus I answer issue 2 as not proved and 3 as proved.

21. *Issue Nos. 4 & 5:* From the above discussions it is clear that the Party I is not entitled to receive subsistence allowance @ 75 % of the revised wages after completion of 90 days of suspension since there is no such provision under Certified Standing Orders given in the said matter nor there is any rule to that effect. Hence the Party I is not entitled for the relief claimed in the present reference and hence the order.

ORDER

The action of the Management of M/s Nestle India Limited, Usgao, Ponda-Goa, in respect of non-payment of subsistence allowance at the revised rate of wages to Shri Prashant Modak, is legal and justified.

No order as to costs.

Inform the Government accordingly.

Sd/-
(B. P. Deshpande),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Notification

No. 28/1/2010-LAB/572

The following award passed by the Labour Court-II at Panaji-Goa on 15-09-2010 in reference No. IT/59/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Smt. Upasana Majgaonkar, Under Secretary (Labour).

Porvorim, 15th November, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. IT/59/07

Shri Swaran Singh,
4A, IIIrd Floor, Cosy Apts.,
Baina, Vasco-da-Gama, Goa ... Workman/Party I
V/s

1. M/s. Tops Security
Service Ltd.,
5, Sujata Bldg.,
Juhu Tara Road,
Mumbai-400049. ... Employer/Party II
2. Shri Rahul Randir
Nanda,
Managing Director,
M/s. Tops Security
Service Ltd.,
5, Sujata Bldg.,
Juhu Tara Road,
Mumbai-400049.

Party I/Workman present in person.

Party II/Employer represented by Adv. S. Naik.

Panaji dated: 15-09-2010.

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 21-08-2006, bearing No. 28/20/2006-LAB/536, referred the following dispute for adjudication by the Labour Court-II of Goa.

- “(1) Whether the action of the management of M/s. Top Detective and Security Service Ltd., in terminating the services of Shri Swaran Singh, Security Guard w.e.f. 01-12-2004, is legal and justified?
- (2) If not, what relief the Workman is entitled to?”

On receipt of the reference, a case was registered under No. IT/59/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short ‘Workman’), filed his statement of claim on 30-11-2007 at Exb. 6. The facts of the case in brief as pleaded by the Workman are that he was employed in the services of the Employer/Party II (for short ‘Employer’) as a ‘Security Guard’ since 22-09-2001 and was allotted an Identity Card bearing No. 00391(Goa). He stated that his services were terminated by the employer w. e. f. 01-12-2004. He contended that at the time of termination of his services the employer failed to comply with the provisions of I. D. Act, 1947. He stated that he was posted for duty at Cansaulim, ICICI Bank, ATM. He stated that on 01-12-2004, his name was struck off from the Muster Sheet by the Field Officer of the employer company and refused to give him duty. He stated that he therefore approached the Branch Office of the employer situated at Alto-Porvorim, however the Branch Officer did not send him on duty. He stated that he was told that a new contract is going to start quickly and was told to come after ten days. He stated that after a period of ten days, he went to the Branch Office at Alto-Porvorim, however he was told to wait again for further ten days. He stated that on 30-12-2004, the Employer II ordered him to sign on the Posting Order, by which he was posted at Sanquelim, ICICI Bank, ATM. He stated that the said Posting Order signed by him was without any date. He stated that the said Posting Order signed by him was retained by the employer in their office. He stated that neither he was given a copy of the said Posting Order nor he was given any posting at Sanquelim, ICICI Bank, ATM and he was asked to come again after 10-01-2005. He stated that on 11-01-2005, when he went to the

Branch Office at Porvorim for collecting his posting order, the employer flatly refused to give him duty. He stated that he therefore raised an industrial dispute before the Deputy Labour Commissioner and Conciliation Officer, Margao vide his representation dated 14-01-2005, which ended in failure. He contended that the Employer has failed to comply with the provisions of Industrial Disputes Act, 1947 at the time of termination of his services and hence it amounts to illegal termination of his services. He stated that he is employed since after the termination of his services. He therefore prayed that he be reinstated in service with full back wages with continuity of services.

3. The employer controverted the claim of the Workman by filing the written statement on 09-06-2009 at Exb. 19. The Employer by way of preliminary objection submitted that the dispute raised by the Workman is not covered under the I. D. Act as the Workman stopped attending his duty and his services were never terminated by them. The Employer submitted that there is no cause of action arises to raise the present industrial dispute. The Employer stated that the claim of the Workman is based on false and distorted facts. The Employer stated that they used to receive several complaints about the arrogant behavior of the Workman and hence, he had to be transferred from one place to another. The Employer stated that the best place of posting of the Workman was at Bank’s ATM as he had to hardly interact with the officers/staff of the bank. The Employer stated that the Workman is well educated and was particular about all his records. The Employer stated that the Workman used to collect his Posting Order whenever he was transferred. The Employer stated that the Workman was called at their office at the end of November, 2004 and he was instructed to take posting at ICICI Bank, ATM at Sanquelim, but the Workman refused to work at the said place of posting on the ground that it is far away from his earlier place of posting and also from his place of residence. The Employer stated that the Workman was insisting/pressurizing the concerned Officer to change his place of posting at South Goa, but the said officer declined his request as it was not feasible for the said officer as there was no vacant place for posting at South Goa. The Employer stated that the Workman did not join for duty at ICICI Bank, ATM, Sanquelim and therefore they had to arrange another person to work at ICICI Bank, ATM Sanquelim. The Employer stated that the Workman subsequently came to their office at Porvorim on 29-12-2004 and

expressed his willingness to continue his service with them and accordingly, he signed the posting order dated 29-12-2004. The Employer stated that a copy of the said posting order was also issued to him at the same time. The Employer stated that the Workman after signing the posting order started demanding the salary for the month of December, 2004 for which he did not work nor obtained the leave of his absence by giving justification for the month of December, 2004. The employer stated that since they declined the aforesaid request of the Workman, he refused to join the duty at his place of posting at ICICI Bank, ATM, Sanquelim. The Employer stated that they never terminated the services of the Workman, but he himself refused to join for duty. The Employer stated that the Workman was given an offer to join for duty first before the Deputy Labour Commissioner & Conciliation Officer, Margao which was refused by him and as such, the conciliation resulted in failure. The Employer submitted that there were no reasons for them to terminate the services of the Workman. The Employer stated that there was no enmity between them and the Workman. The Employer submitted that the Workman is not entitled for reinstatement with full back wages and continuity in services and prayed for dismissal of the present reference.

4. Thereafter, the Workman filed his rejoinder on 17-06-2009 at Exb. 20. By way of rejoinder, the Workman reiterates and maintains his claim statement to be true and correct and denied each and every allegations and submissions made by the Employer.

5. Based on the pleadings filed by the respective parties in the present reference, the Court framed the following issues on 30-06-2009 at Exb. 23.

1. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating the services of the Party I w. e. f. 01-12-2004 is illegal and unjustified?
2. Whether the Employer/Party II proves that the dispute raised by the Workman/Party I is not covered under the I. D. Act, 1947?
3. Whether the Employer/ Party II proves that the services of the Workman was never terminated by them?
4. What Order? What Award?

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

- Issue No. 1: In the affirmative.
- Issue No. 2: In the affirmative.
- Issue No. 3: In the affirmative.
- Issue No. 4: As per final order.

REASONS

Issue No. 2 & 3:

7. It is the Party I, who has raised the present dispute by contending that he was refused employment by the Employer w. e. f. 01-12-2004. The Employer denied the aforesaid contention of the Workman by stating that they have not terminated the services of the Workman. This Hon'ble Court therefore framed the existing issue No. 2 by putting the burden to prove the same on the Workman. This Hon'ble Court also framed the issue No. 3 by putting the burden to prove the same on the Employer. Since the present issue Nos. 2 and 3 goes to the very jurisdiction of this Hon'ble Court, I am deciding the same first prior to the issue No. 1.

I have carefully perused the Synopsis of Written Arguments filed by the Workman as well as Ld. Advocate Shri S. Naik appearing for the Employer. I have also carefully perused the entire records of the present case.

The Employer Company in the written statement filed by them controverted the claim of the Workman by way of preliminary objections by stating that the dispute raised by the Workman is not covered under the I. D. Act, 1947 as they have not terminated the services of the Workman but he himself abandoned the services. The term "Industrial Dispute" has been defined u/s 2 (k) of the I. D. Act, 1947 and it reads as under:

2(K) "Industrial Dispute" means any dispute or differences between Employers and Employers, or between the Employers and Workmen, or between Workmen and Workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person".

10. In the present case, undisputedly, the Party I is a 'Workman' within the meaning of expression "Workman" as defined u/s 2 (s) of the I. D. Act, 1947. Similarly, it is not in dispute that the Workman was in employment with the Employer Company since 22-09-2001 continuously till 01-12-2004. The Employer Company also did

not dispute the relation between themselves and the Workman as Employer/Workman. It is the case of the Workman that his services has been illegally terminated by the Employer w.e.f. 01-12-2004. As against the case of the Workman, it is the specific case of the Employer that they have not terminated the services of the Workman but it is the Workman who has abandoned the employment. Therefore, the dispute raised by the Workman pertaining to his non-employment is an "Industrial Dispute" within the meaning of Section 2 (k) of the I. D. Act, 1947.

By the present Issue No. 3, a burden was put on the Employer to prove their case that they have not terminated the services of the Workman. The Employer Company also produced on record relevant pages of muster roll sheets maintained by them starting from September, 2004 to December, 2004 (Exb. E/1-Colly) in support of their oral evidence 'that they have not terminated the services of the Workman, but it is the Workman who has abandoned the employment'. The said muster roll sheet on record for the period starting from 26th November, 2004 to 26th December, 2004 indicates that the name of the Workman has been struck off from the said muster roll sheet from 1st December, 2004. Thus the said documentary evidence produced on record by the Employer Company contradicts their oral evidence. On the contrary, the said muster roll sheets (Exb. E/1-Colly) clearly proves the case of the Workman that his name was cut-off from the Muster Sheet by the Employer. If at all the Workman had stopped attending his duties, in that event, he should have been marked absent in the said muster roll sheets maintained by the Employer. The evidence on record indicates that on 01-12-2004, the Workman was refused employment by refusing to give him posting order as well as the copy of the said posting order dated 29-12-2004. It is therefore, held that the Workman was refused employment by the Employer Company w.e.f. 01-12-2004. Hence, the Issue No. 3 is answered in negative.

Issue No. 1:

11. The Workman challenged his refusal of employment by the Employer Company w.e.f. 01-12-2004 by contending that on 01-12-2004 his name was struck off from the muster roll sheet by the Employer and refused to give him duties. He contended that the said action on the part of

the Employer Company is invalid, arbitrary and in violation of provisions of I. D. Act, 1947.

As against the case of the Workman, it is the bone contention of the Employer Company that they have not terminated the services of the Workman but he himself abandoned the services. It is further contended that the Workman refused to work at ICICI Bank, ATM at Sanquelim where he was posted at the end of November, 2004.

While discussing the Issue No. 2, I have already come to the conclusion and held that the present dispute raised by the Workman is an "Industrial Dispute" within the meaning of Section 2 (k) of the I. D. Act, 1947. Similarly, while discussing the Issue No. 3 hereinabove I have also come to the conclusion and held that the name of the Workman was struck off from the muster roll sheet maintained by the Employer Company and he was refused employment by the Employer Company w.e.f. 01-12-2004.

In the case of Gangaram K. Medekar v/s Zenith Safe Mfg. Co. & Ors. reported in 1996 I CLR 172, the Hon'ble High Court of Bombay has held that "in case of voluntary abandonment of service it is the matter of intention. It is a matter of inferences being drawn on given sets of facts. The Employer unilaterally cannot say that the Workman is not interested in employment and it is for this reason that a domestic enquiry is required to be held".

In the present case, the Employer Company failed to conduct a Disciplinary Enquiry against the Workman pertaining to his alleged misconduct, nor issued any notice directing the Workman to report for duties. Hence it is held that the Workman was refused employment for no misconduct committed by him.

Sec. 25-F of the I. D. Act, 1947 reads as under:

"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 the 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 of average pay [for every completed period of 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.]”*

2. In the present case, admittedly the Workman was in the employment of the Employer w.e.f. 22-09-2001 till 01-12-2004 continuously without any break in service. The evidence on record indicates that the services of the Workman have been terminated without giving him the requisite notice of one month or payment of wages in lieu of notice. The evidence on record further indicates that the Workman has not been paid retrenchment compensation as provided u/s 25-F of the I. D. Act, 1947, hence the termination of services amounts to illegal retrenchment. Hence it is held that the termination of services of the Workman w.e.f. 01-12-2004 is illegal and unjustified.

Issue No. 4:

14. It is the contention of the Employer that they had given an offer to the Workman to join duty first before the Dy. Labour Commissioner and Conciliation Officer, Margao during the course of conciliation proceedings. The Employer however failed to produce on record any cogent evidence in support of their aforesaid statement. On the contrary, the Workman denied the aforesaid contention of the Employer Company and produced on record an ex-parte failure report of the conciliation proceedings held before the Dy. Labour Commissioner and Conciliation Officer, Margao-Goa at Exb. A-7. The said ex-parte failure report of the conciliation proceedings on record at Exb. A-7 clearly indicates that neither the Employer nor his representative remained present before the Dy. Labour Commissioner, Margao-Goa and as such the conciliation proceedings resulted in ex-parte failure. The oral evidence on record indicates that the Workman is unemployed since after the termination of his services w.e.f. 01-12-2004 till date. The evidence on record further indicates that the Workman is 52 years old. The evidence on record also indicates that the Workman was in employment with the Employer Company since 22-09-2001 till 30-11-2004 continuously without break in services. The Workman is therefore entitled for reinstatement with back wages and continuity in services.

In the case of *M/s. Reetu Marbles v/s Prabhakant Shukla and Anr.*, reported in 2010 (124) FLR 72, the Hon'ble Supreme Court of India held that “Although direction to pay full back wages on a declaration that the order of termination was invalid used to be the usual result but now, with the passage of time, a pragmatic view of the matter is being taken up by the court realizing that an industry may not be compelled to pay to the Workman for the period during which he apparently contributed little or nothing at all to it and/ or for a period that was spent unproductively as a result whereof the employer would be compelled to go back to a situation which prevailed many years ago, namely, when the Workman was retrenched”.

15. In view of the above facts and circumstances of the present case, it will be fair and proper to grant 50% of back wages which would subserve interest of justice.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceed ahead to adjudicate the reference as under:

ORDER

1. It is hereby held that the action of the Management of M/s. Tops Security Services Ltd., 5, Sujata Bldg., Juhu Tara Road, Mumbai, in terminating the services of Shri Swaran Singh, Security Guard w.e.f. 01-12-04 is illegal & unjustified.
2. The Employer M/s. Tops Security Services Ltd., 5, Sujata Bldg., Juhu Tara Road, Mumbai, is hereby directed to reinstate the Workman, Shri Swaran Singh, Security Guard, in their services with 50% of back wages and continuity in services with immediate effects.
3. No order as to costs.
4. Inform the Government accordingly.

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

Notification

No. 28/1/2010-LAB/572

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 21-10-2010 in reference No. IT/27/08 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Smt. Upasana Majgaonkar, Under Secretary (Labour).

Porvorim, 15th November, 2010.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before **B. P. Deshpande**, Presiding Officer)

Ref. No. IT/27/08

Workmen rep. by
Goa Trade & Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji, Goa. ... Workmen/Party I
V/s

M/s. Andrew Telecommunications
India P. Ltd., Plot No. 2,
Verna Industrial Estate,
Verna, Goa. ... Employer/Party II

Party I/Workmen are represented by Adv. B. Herekar.

Party II/Employer is represented by Adv. U. K. Joshi.

Order on Exb. 11/Award

(Passed on this 21st day of October, 2010)

1. By this order, application filed by Party II/employer at Exb. 11 for passing orders with the reference does not survive, shall stand disposed of.

2. In exercise of the powers under Section 10(1)(d) of the Industrial Dispute Act, Government of Goa referred the dispute for adjudication is mentioned in the Schedule which reads as under.

“(1) Whether the following demands raised vide Chapter of demands dated 1-7-2006 by the Goa Trade and Commercial Workers Union Panaji, Goa on the management of M/s. Andrew Telecommunication India Pvt. Ltd., Verna, Goa are justified?

Demand No. 1: Flat-Rise and Basic Salaries

It is demanded to increase the basic salary of each worker by paying each of them a sum of Rs. 1,500/- as Flat Rise over and above the existing salary as on 1-4-2006. It is demanded that the total basic salary as on 31-3-2006 and the Flat-Rise of

Rs. 1,500/- per month be placed in the pay scale given below and fitted in the appropriate stage, which shall be the basic pay of each worker with effect from 1-4-2006.

Grade	Pay-scale
I	3500-200-4500-260-5800-325-7425-425-9550

Demand No. 2: Special Seniority Increment

It is demanded that, with effect from 1-4-2006, all the workers should be eligible to the following Seniority Increments on the basis of their Seniority in service i.e.

- those Workmen who have completed two years of service as on 1-4-2006 should be eligible to one increment.
- those Workmen who have completed four years of service as on 1-4-2006 should be eligible to two increments.

Demand No. 3: Fixed Dearness Allowance

It is demanded that with effect from 1-4-2006, each Workman be paid a Fixed Dearness Allowance of Rs. 2,500/- per month.

Demand No. 4: Variable Dearness Allowance

It is demanded that, with effect from 1-4-2006, each Workman be paid a Variable Dearness Allowance @ 2/25 per point over and above base 2500 points (AAICPI 1960=100). It is demanded that the Variable Dearness Allowance (VDA) to be revised once in every quarter.

Demand No. 5: Conveyance Allowance

It is demanded that with effect from 1-4-2006, the management should pay each employee a sum of Rs. 1,750/- per month towards Conveyance Allowance.

Demand No. 6: House Rent Allowance

It is demanded that each Workman be paid a House Rent Allowance (HRA) at the rate of 30% of the basic salary with a minimum House Rent Allowance @ of Rs. 1,500/- per month.

Demand No. 7: Medical Allowance and Insurance

- Medical Allowance:

It is demanded that all the Workmen ought to be paid Medical Allowance @ Rs. 5,000/- per year.

- It is demanded that in case the worker has to undergo hospitalization, full expenses shall be paid by the company.

- (c) It is demanded that should an accident occur in the course of employment to the worker, the company should ensure that the worker be given comprehensive treatment with full pay and benefits until he/she recovers.
- (d) It is demanded that each employee should be insured on a 24 hours basis to the extent of Rs. 4 lakhs.

Demand No. 8: Washing Allowance

It is demanded that each worker be paid a Washing Allowance at the rate of Rs. 200/- per month with effect from 1-4-2006.

Demand No. 9: Leave Facilities

It is demanded that the Workmen be made eligible to the following Leave Facility.

- (a) Privilege Leave : 30 days per annum
(to be accumulated for a period of 240 days).
- (b) Causal Leave : 10 days per annum.
- (c) Sick Leave : 8 days per annum
(to be accumulated for a period of 40 days).
- (d) Holidays : 14 days per annum
however, the said Holidays to be finalized by the management/union at the beginning of every calendar year.

Demand No. 10: Leave Travel Allowance

It is demanded that each worker should be made entitled to Leave Travel Allowance (LTA) @ one gross salary once a year.

Demand No. 11: Children Education Allowance

It is demanded that each worker be paid Children's Education Allowance @ Rs. 400/- per month.

Demand No. 12: Bonus

It is demanded that each worker be paid Bonus every year @ 20% on the salary earned during the financial year without any ceiling. It is demanded that the Bonus ought to be paid 15 days before the festival of Ganesh Chaturthi.

Demand No. 13: Shift Allowance

It is demanded that the workers should be paid Shift Allowance @ Rs. 40/- for second shift (2nd shift) and Rs. 60/- for third shift (3 shift), respectively.

Demand No. 14: Loan Facility

It is demanded that the Workmen should be provided with an interest free loan of Rs. One (1) Lakh for the construction of house, purchase of plot, marriage, marriage of child and such loan to be recovered in 50 equal installments.

Demand No. 15: Festival Advance

It is demanded that the workers should be paid a Festival Advance of Rs. 4,000/- for any one of the festival (Ganesh Festival, Deepavali, Christmas, Id). It is demanded that the amount paid shall be recovered in eight (8) equal installments of Rs. 500/- each from the next month's salary.

Demand No. 16: Rest-Room and Changing-Room with Toilet

It is demanded that the management should provide spacious and well furnished Rest Rooms to the workers. Presently, the workers are resting in the canteen premises. It is demanded that the company should provide new changing-room with toilet as well.

Demand No. 17: Promotions

It is demanded that promotions to higher grades be done on the basis of "Seniority" in service.

- (2) If the answer to (1) above is in the affirmative, then to what relief the Workmen are entitled?

3. Notices were issued to both parties and thereafter Party I appeared and filed statement of claim vide Exb. 4. The Party II filed written statement/reply vide Exb. 9 and thereafter the matter was posted for rejoinder. On 2-4-09 Adv. Suhas Naik appearing for Party I filed application at Exb. 10 stating therein that he wants to withdraw his appearance for the Workman/Union and accordingly leave to withdraw was granted. Thereafter Adv. P. Palkar had undertaken to appear on behalf of Party I. On the same day present application at Exb. 11 was filed by Party II for deciding that the reference is not surviving on the ground that workers working with Party II and initially being the members of Party I had now changed the Union and the said workers are not represented now by Party I/Union thus the charter of demands made by the Party I/Union on behalf of the workers who are not now the members does not survive.

4. Adv. B. Herekar appearing for another Union by name Bharatiya Kamgar Sena filed his reply at Exb. 13 opposing application at Exb. 11 and claiming that all the workers joined Bharatiya

Kamgar Sena and thereafter the union appointed one Shri Shambhu Gawde as Organization Secretary to look after issues pertaining to the workers and in view of this, present application deserves to be rejected.

5. The copies of documents showing the names of the workers as members and one letter addressed to the Party II are produced.

6. I have perused the entire records as well as heard learned counsel Shri Joshi appearing for Party II and the learned counsel Shri Herekar appearing for Bharatiya Kamgar Sena. A short question is whether the reference survives in view of the facts disclosed above, and my answer to it is in negative for the following reasons.

It is well settled that the jurisdiction of this Tribunal is in respect of the reference under Section 10(1)(d) of the Industrial Dispute Act and the powers of this Tribunal are very limited with regard to such reference. The Tribunal cannot travel beyond the scope of the reference. In the present matter the reference quoted above is regarding the charter of demands dated 1-7-06 issued by Goa Trade and Commercial Workers Union, Panaji on behalf of the workers of Party II who were the members of the said Union at the relevant time. After registering the said reference and issuing notices to the parties, statement of claim is also filed at Exb. 4 for and on behalf of Goa Trade and Commercial Workers Union through its President. However, it has been brought on record by Party II that all 78 workers on whose behalf charter of demands were submitted switched their membership from Party I/Union to the other Union and they are not represented now by Party I/Union. Hence, Party I/Union cannot continue with the reference and therefore Adv. appearing for them has already withdrawn his appearance.

7. There is no application filed on behalf of Bharatiya Kamgar Sena, the Union claiming now to be representative of the workers, to implead them as Party I in the present matter and permission to continue with the reference. No affidavit is filed by the office bearer of the Bharatiya Kamgar Sena to support such contention. The xerox copy of list of workers who became members of the said Union is attached to the reply however note No. 1 at the bottom of the said list which is in Marathi is very clear and speak that all the workers who became members of the Union are informed that Bharatiya Kamgar Sena will consider only the dispute or complaint which arose after the workers became members. The complaints prior to such enrolment of membership

will not be entertained nor Union will be responsible for it.

8. Be that as it may, the fact remained that the charter of demand was submitted, through Goa Trade & Commercial Workers Union and subsequently all the workers withdrew their membership from the said Union. Therefore, Party I is now not entitled to represent the said workers. Another Union claiming to be the representative of the workers, failed to move application to implead them as party in place of existing Union nor any resolution is adopted by the Bharatiya Kamgar Sena. Only by filing a reply to Exb. 11 that to when such Union was not called upon to file such reply, the same cannot be considered as reply for and on behalf of the workers. No resolution or writing is given by Bharatiya Kamgar Sena to show that they represented the workers of Party II from the stage when earlier Union has left the reference.

9. Learned counsel Shri Joshi has relied upon decisions of *Duncans Industries Ltd., v/s Presiding Officer 2010 LLR 403* wherein Hon'ble Allahabad High Court has observed that when the objections are taken that the Union did not have representative capacity and the same is not replied clearly, show that such Union is not competent to represent the Workman.

10. Apart from this, it is clear from the record that the present charter of demand was submitted on 1-7-2006 and subsequent to the reference, all the workers withdrew their membership from the Party I/Union and therefore said Party I cannot now represent the said workers of Party II, for the purpose of deciding this reference and therefore the said reference does not survive. Hence the

ORDER

In view of the fact as observed above, the reference quoted above does not survive.

No order as to costs. Inform the Government accordingly.

Sd/-
(B. P. Deshpande),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2010-LAB/572

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 25-10-2010 in reference No. IT/20/97 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Smt. Upasana Majgaonkar, Under Secretary (Labour).

Porvorim, 15th November, 2010.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before B. P. Deshpande, Presiding Officer)

Ref. No. IT/20/97

1. Workmen rep. by the
President Kamgar Sabha,
Kenedy House,
4th Floor, Goregaonbar Road,
Mumbai - 400007. ... Workmen/Party I (1)
 2. Kamgarancho Ekvott ... Party II (2)
V/s
M/s. Hindustan Ciba
Geigy Limited,
Santa Monica Plant,
Corlim, Goa. ... Employer/Party II
- Party I/Workmen – None present.
Party I/(1) Workmen – Absent (at the time of Award).
Party II/Employer is represented by Adv. C. V. Pawaskar.

Award

(Passed on this 25th day of October, 2010)

In exercise of the powers conferred under Section 10(1)(d) of the Industrial Dispute Act, the Government of Goa referred the following dispute No. IRM/CON/90/96 dated 17-3-97 for adjudication of this Tribunal.

1. "The management of M/s. Hindustan Ciba-Geigy Limited, Corlim having paid an ex-gratia amount of Rs. 3,000/- by way bakshish per Workman employed in M/s. Hindustan Ciba-Geigy Limited, Santa Monica Plant and engaged in the operation of Crop Production and Engineering Department and having paid Rs. 1,500/- as per company's notice dated 12-9-96 to other Workman employed in the Plant, whether the demand of Kamgar Sabha for payment of Rs. 3,000/- to each of such Workmen who were not provided jobs in the plant as on the date of above referred payments is legal and justified?

2. Whether the demand of Kamgar Sabha on behalf of the Workman of M/s. Hindustan Ciba Geigy Limited for payment of Rs. 200/- with effect from 1-11-1995 per day to those of the Workmen who were not provided employment by the company after the strike was called off is legal and justified?

3. If not, to what relief the Workmen are entitled?

2. Notices were issued to both parties and accordingly claim statement was filed on behalf of Party I vide Exb. 3 and written statement was filed by Party II at Exb. 4 and thereafter rejoinder was filed at Exb. 5 by Party I.

3. In short it is the case of Party I that Party II the company referred hereinafter, is a multinational company having its registered office at Mumbai and is one of the leading units of Multinationals in the country. The company is having a plant at Santa Monica, Corlim, Ilhas, Goa, wherein mainly the chemicals, pharmaceuticals, agricultural products etc., are produced since the starting of the company at Goa which is more than three decades. There are different types of workers like skilled, highly skilled, semi-skilled and unskilled categories working with the company who were initially represented by two internal Unions however, they were not properly guided in putting forth their demands before the management. Therefore, most of the workers working in the said company decided to join Kamgar Sabha/Party I hereinafter called as Sabha. The company did not like the decisions of the workers to join the Sabha somewhere in the year 1993 and thereafter the company started harassing the workers and specifically the office bearers of the Union by adopting unfair labour practices. The Government also joined hands with the company as they were not willing to give any scope to Sabha which is a Union from outside. Since the workers were not getting their legitimate right and they were entitled for revision of their service conditions, the Sabha submitted charter of demand to the company vide their letter dated 11-5-1993. Initially negotiations were carried out but after the General Manager Mr. Lehman started dealing on behalf of the company, there was no progress in the discussion and all efforts were made by the company to destabilize the workers Union in order to disturb the unity amongst the members of the Sabha. In that course the company suspended six committee members of the Sabha on false grounds and levelled false charge sheets only to victimize

and to destabilize the activities of the Sabha. The company also dismissed said six Workmen after completing the empty formalities of holding the enquiry which were conducted by violating the principles of natural justice. The Sabha requested the company to withdraw the suspension and dismissal of the said six Workmen and to consider and negotiate the charter of demands but the officers of the company were adamant. The company intensified its campaign of victimization by harassing the workers with malafide intention to leave the Sabha and to restart the internal Union. The company all of a sudden declared lock-out dated 13-1-94 without giving any notice to the Workman or to the Sabha or even to the Government. The Sabha made various attempts to resolve the deadlock and also suggested that the dispute be referred to a joint arbitrator by appointing a retired High Court Judge but the same were not accepted by the company. There were attacks on the members of the Sabha somewhere in October, 1994 for which the complaints were filed at the Police Station but surprisingly no F.I.R. was registered against the officers of the company. Further, somewhere in August, 1994 it was revealed that the company is contemplating universal withdrawal of the lock-out. But the Workmen were not willing to resume the work as their main grievance that is the charter of demands were neither discussed nor accepted. Vide letter dated 21-9-94 Sabha informed the company that in case the lock-out is lifted unilaterally, without settling workers demand, the Workmen would proceed on strike from the date the lock-out is withdrawn and would continue to remain on strike till the time their rightful demands are amicably settled. However, the company failed to show any inclination towards such negotiations or settlement of their demands and by their letter dated 31-10-94 unilaterally lifted the lock-out w.e.f. that day itself. No Workmen resumed work on 1-11-94 as it was decided by them that they will not work till the charter of demand are negotiated and settled. When the company found that the workers are not resuming work by its circular dated 12-12-94 the Workmen were threatened that their services will be terminated by way of retrenchment if they do not resume work. The deadlock continued between the Workman and the company till October, 1995 and thereafter the Sabha called off the strike in last week of October, 1995 at the intervention of the Labour Commissioner. However, all the Workmen were not taken on work though they reported for

duty and the company disclosed that they would be taken in phased manner. In reality the company started taking the Workmen for work only in small numbers from time to time but after lapse of few months each time. However, the Workmen were paid full wages/salaries excluding the allowances. Since all the Workmen were not allowed to resume work were deprived of other allowances which were available and given to the Workmen who were taken on work such as shift allowance, transport allowance, education allowance, staggering allowance which comprises of substantial amount. The company instead of taking back all Workmen started giving the work of such Workmen to the contractors on contract basis thereby depriving the permanent Workmen of their legitimate right. From January, 1996 the company started giving all the work to the contractors which the permanent Workmen were doing earlier and thereby depriving such Workmen of their right. Somewhere in September, 1996 the Sabha informed the company that it was their duty to take back all the workers after the lock-out and the strike were called out. However, the company adopted different tactics and therefore the Sabha demanded compensation to the tune of Rs. 200/- per day to such Workmen for the period of their forced unemployment till the time they were taken back on work, apart from their salaries/wages for the said period. It is further contented by the Sabha that the company has paid Rs. 3,000/- to each Workmen in crop protection department and engineering department and paid a lumpsum amount of Rs. 1,500/- to others who were working in the plant, on the ground of rewarding such Workmen of achieving predetermined target during the month of June, July and August, 1996. However, on verification of the statements, it was found by the Sabha that the real reason for such payment was only to create to division amongst the Workmen and to weaken the Sabha. The workers who were not recalled for work after the strike was withdrawn, the workers who were dismissed and the workers who were put on suspension were denied payment of above amount without any justification and thus the company adopted the tactic of discrimination amongst the Workmen by keeping out one set of Workmen from such benefit. The Sabha vide its letter dated 22-9-95 brought to the notice of the company about such discrimination and demanded that such payment be made to all the Workmen. There was no response from the company which clearly amounts to unfair labour practice elaborated in

schedule 4 of the Industrial Disputes Act together with discrimination between two sets of workers under blatant breach of the provisions of the Industrial Dispute Act. Therefore, the Sabha raised the dispute before the conciliation officer and after several meetings held by the Commissioner he recorded failure report dated 17-3-97 as the company was totally adamant. Therefore, the demand was made as stated in the schedule.

4. The written statement filed at Exb. 4 by Party II shows the details of the dispute and their stand on the reference. It is their contention that Santa Monica Plant started in the year 1972 and there were settlements between the management and the workers in the year 1973, 1976, 1978, 1981, 1985 and 1989. The workers were represented by two Unions having internal management but they were having the facility of consultation from outside effectively. The workers joined the Sabha after resolving the earlier Union and last settlement dated 6-12-1989 was terminated by the Sabha and thereafter new set of demands were submitted in the year 1993. Further it is contended that the office bearer of the Sabha were so arrogant and adamant and wanted the settlement only on their terms and conditions which were unreasonable. The company made all efforts to negotiate but the officers of the company was treated shabbily and with arrogance by the members of Sabha. Thereafter the members of Sabha started instigating the workers in many ways and indulging in unfair labour practice by deliberately going slow in the production, demonstrations, arguing with the superior officers etc. Thereafter the company had to suspend six Workmen due to their activities which were totally unhealthy and amounting to serious misconducts. Regular charge sheets were issued to the said employees and departmental enquiries were conducted in accordance with the certified standing orders. The charges were found proved and thereafter the action was taken against them. However, the office bearers of the Sabha were so adamant and demanding withdrawal of suspension and other penalty imposed without any justification. They also instigated the other Workmen who intensified their activities of indiscipline slow production etc., which compelled the company to declare the lock-out which was legal and justified. Under the circumstances as it was not possible to conduct normal business/production at the factory. Efforts were made by the company to restore normalcy and even so assurance was given by Sabha, there was no progress. Subsequently, at the intervention of the

then Chief Minister of Goa, the company lifted the lock-out w.e.f. 31-10-94 but on the instigation of the Sabha workers failed to join the duty. They resorted to go on strike which was totally illegal. The company issued letters and notices requesting the Workmen to resume duty but the same was not accepted at the instigation of the Sabha. It was also contented that the strike was called off after the considerable long time however, it was not possible for the company to take back all the workers at one time and therefore it was advised that the workers will be taken back for work in a phased manner. Accordingly, the company started taking back the workers and also introduced the voluntary retirement scheme which was availed by 88 Workmen and accordingly they were benefited and relieved. Remaining workers were taken back in the phased manner however till the time they were not allotted work, they were paid wages comprising of basic salary, DA, HRA, Education allowance and plant allowance. The said workers, who were not called to work, were not paid shift allowance and staggering allowance as these allowances are functional allowances and paid only to the workers who were actually working at the relevant time. Subsequently, all the Workmen were taken back and therefore the grievance of the Sabha is unwarranted. The company further denied the allegations of giving the work on contract basis and claimed that such workers were working even prior to the lock-out and the strike and only some type of work like the canteen facilities, gardening, cleaning and civil engineering project were carried out on contract basis. The other aspects disclosed in the claim statement are denied on the ground that the same are not correct and also that the same are not relevant for deciding the reference.

5. The Party II further disclosed that they received a letter from the Sabha claiming compensation of Rs. 200/- per day for the workers who were not called however, such letter was replied vide their reply dated 26-9-96 disclosing that such demand is unrealistic as the workers who were not called to work were already paid a salary without actually doing any work. The company further submitted that the amount of Rs. 3,000/- for each Workmen in crop protection department and engineering department and an amount of Rs. 1,500/- to other workers were paid vide notice dated 12-9-96 for the reasons that the said workers by their hard work achieved the target for the period of June to August, 1996 and the said amount was only on the basis of token of appreciation for such hard work as a cash award. This amount was paid only to the workers who

were actually working at the relevant time and therefore the demand of the Sabha that the said amount to be paid to the workers who were not working at the relevant time is unwarranted and cannot be accepted.

6. A detail rejoinder is filed by Party I Exb. 5 denying the contentions of Party II and reiterating the contentions raised in the claim statement for payment of such amount.

7. After considering the detail submission of both parties, issues were framed at Exb. 6 which reads as under:

1. Whether the Party I/Kamgar Sabha proves that its demand for payment of Rs. 3,000/- to each of such Workmen who were not provided jobs in the plant, as on the date of payment of Rs. 3,000/- and Rs. 1,500/- to some Workmen is legal and justified?
2. Whether the Party I/Workmen/Kamgar Sabha proves that its demand for payment of Rs. 200/- per day to the Workmen who were not provided employment by the Party II after the strike was called off, with effect from 1-11-1995 till the date of providing employment to them is legal and justified?
3. What relief?
4. What Award?

8. In the meantime an application was filed by Party II at Exb. 10 disclosing therein that 107 Workmen opted for voluntary retirement in a scheme introduced by the company and accordingly said Workmen were relieved from service on payment of their compensation. The list of such Workmen is attached as Annexure A to the application. It is also claimed that as per the said voluntary retirement scheme it was stipulated in clause 8 that the company agreed to pay arrears to the retirees arising out of award in reference No. IT/38/95. In view of the acceptance of the benefits under the voluntary retirement scheme, it is not open to the retirees to make any claim or benefit in respect of the pending matters and therefore such Workmen should be excluded from the scope of present reference. Reply is filed at Exb. 11 by Party I opposing the said application and thereafter an order was passed by the then Presiding Officer dated 2-7-99 that both parties agreed that the issue involved in the application can be decided with main issues involved in the reference and hence the application will be considered at the time of passing award.

9. Another application was filed at Exb. 18 for joining Kamgarancho Ekvott as Party I on the ground that by way an order of the Hon'ble Bombay High Court dated 25-7-97, the scheme of arrangement was approved between Hindustan Ciba Geigy Ltd., which is now renamed as Novarties India Ltd., and Ciba Specialty Chemicals India Ltd. In view of the said scheme the entire specialty chemicals business undertaking of the Hindustan Ciba Geigy Ltd., stands transferred and vested in Ciba Specialty Chemicals (India) Ltd., w.e.f. 1-4-96. Further, pursuant to the said scheme of amalgamation between Hindustan Ciba Geigy Ltd., excluding specialty chemicals business/undertaking and Sandoz (India) Ltd., was a sanctioned by the Hon'ble High Court in August, 1997 and Sandoz (India) Ltd., amalgamated with Hindustan Ciba Geigy Ltd., which was renamed as Novarties India Ltd., w.e.f. 1-4-96 being the appointed date as per the scheme and hence Ciba Specialty Chemicals and Novarties India Ltd., became two separate legal entities effective from 1-4-96. It is further claimed in the application that out of 71 Workmen of Ciba Specialty Chemicals, 68 Workmen are now members of Kamgarancho Ekvott. Out of 310 Workmen of Novarties India Ltd., 203 Workmen are now members of the Kamgarancho Ekvott and therefore majority of the Workmen are not represented by Kamgarancho Ekvott and thus the said Kamgarancho Ekvott should be joined as Party I. A detailed reply was filed at Exb. 19 and thereafter an order was passed on 11-7-08 allowing the said application and thereby joining the said Ekvott as Party to the dispute.

10. On behalf of Party I, 1st witness examined is one Amrut Madgaonkar and thereafter the second witness by name Shri Dharminde Cleto Pereira and thereafter one Sanjay Narayan Bale and thereafter Shri Carmu Rodrigues. On behalf of Party II, Shri Vishram Singbal is examined as witness No. 1, Shri R. P. Rataboli is examined as witness No. 2. Written arguments were filed on behalf of Party II at Exb. 28. No one appeared on behalf of Party I at the time of final arguments nor was written submissions placed on record. After giving anxious considerations to the relevant matters and the evidence produced on record, I propose to discuss the issues on merit.

FINDINGS

11. *Issue No. 1:* It is admitted fact that there was lock-out declared by the company and subsequently when the same was lifted, after some months, the Union resorted to indefinite

strike from the date of lifting of such lock-out. Therefore, for nearly two years establishment of Party II at Santa Monica Plant was virtually stand still and there was no production for other activities going on. Subsequently, the strike was withdrawn some wherein October, 1995 and thereafter Party II allowed the workers to join on duty but in phased manner. The reason for such taking back workers in phased manner is specifically disclosed in the written statement as well as two witnesses examined by Party II. It is their contention that since for a considerable period of nearly two years, the plant was closed due to lock-out and strike, it was not possible to allow all the workers of around 500 in numbers to join the work immediately after the strike was withdrawn as the company was not in a position to provide work to all of them. The work started gradually and therefore the workers were asked to join in batches. It is also not in dispute that the workers who were not allowed to join at the initial stage immediately after withdrawal of the strike were paid wages which includes basic pay D.A., H.R.A. and education allowance. Only transport and canteen facilities as well as shift allowance and staggering allowance were not provided to those workers who were not actually working but waiting their turn to join duties. The witnesses examined by Party I have clearly admitted during cross examination that the shift allowance, canteen facilities and transport facilities are paid only to those who actually work and not provided even to the workers who were on leave. Shri Carmo Rodrigues examined as witness No. 4 of Party I has admitted during cross examination that there was no settlement or provision to pay the shift allowance transport allowance, canteen facilities, staggering allowance to the workers who were not working. Thus such aspects brought on record by the Union are not sufficient enough to detain this Tribunal. Further, it is required to note here that not paying such allowances or facilities to the workers who were not called to work during the intervening period is certainly beyond the scope of this reference as such aspect is not found in the schedule forwarded by the Government under Section (10)(1)(d) of the Industrial Dispute Act.

12. It is also an admitted fact that Party II issued a notice on 12-9-96 disclosing therein the employees from Crop Protection and Engineering Department will be paid Rs. 3,000/- and employees from other department will be paid Rs. 1,500/- and one time cash award in token of appreciation of the target achieved from June to August, 1996. This cash award was paid only to the Workman

who were actually working with Party II at the relevant time and not to the Workmen who were not called to join the duty. The company has given explanation through their two witnesses that Rs. 3,000/- to the employees of Crop Protection and Engineering Department were given only because these two departments were directly connected with the production activity and they were responsible towards achieving the target. Similarly, an amount of Rs. 1,500/- were paid to other employees from other departments who were indirectly connected with the target achieved by the production department. In the present matter the dispute referred to this Tribunal is only non-payment of such cash award to the workers who were not working at the relevant time and not the disparity of the workers between the production department and other departments regarding payment of such cash award. The witnesses examined by Party I tried to project their grievances of such disparity shown by the company between the workers working in the production department and the workers working in other departments. However, it has to be kept in mind that the reference is only with regard to non-payment of such reward to the workers who were not called on duty and not with regard to the disparity in making payment within the workers who were working actually with Party II. If that aspect is considered, it will amount to enlarging the scope of the reference which is not at all permissible under the powers given to this Tribunal. It is well settled proposition of law that the Tribunal cannot travel beyond the reference which is referred to it by the Government under Section 10(1)(d) of the Industrial Disputes Act. Further, there is no issue framed on the aspect of any disparity amongst the workers of different departments regarding payment of cash reward hence such aspect though deposed by the workers/witnesses examined by Party I, cannot be taken for adjudication in this reference.

13. Now the remaining aspect is whether the demand of the Union that such cash reward of Rs. 3,000/- and Rs. 1,500/- as the case may be, should be given to the workers who were not provided work in the plant as on the date of such payment, is justified and legal. In this regard the stand taken by Party II is that such cash reward was announced only by way of appreciation of the hard work of the workers specifically from Production Department who achieved a stiff target during the month of June, 1996 to August, 1996 and therefore only the workers who actually did such hard work to get the target of such

production, were paid the reward and not the workers who were not called on duty, seems to be justified for the simple logic that the said establishment was closed for nearly two years due to the lock-out and the strike was withdrawn only in October, 1995. Therefore, in order to establish itself again in the competitive market, it was necessary for Party II to show that they can achieve stiff target and in that manner if the reward is announced for the workers working actually at the relevant time for their hard work, would not be considered as any tactics of the company to discriminate or to weaken the Union activities. The said cash reward was announced only by way of appreciation of achieving the target and therefore naturally it has to be given to the workers who actually helped in achieving such target. The workers who were not called on work cannot be benefited by such reward as they did not participate in achieving such target. There is nothing brought on record by Party I to show that there was any settlement between the Union and the company wherein it was agreed that the workers who were not called could also be benefited by such reward. Even otherwise the workers who were not called on to work were not kept without any wages or amount and such workers were duly receiving their wages and other allowances applicable to them even though they were not actually working on day to day basis. Thus, the demand of the Union with regard to one of the schedule for grant of amount of Rs. 3,000/- 1,500/- as the case may be to the workers who were not provided jobs in the plant cannot be considered as legal and justified. Thus, issue No. 1 is answered as not proved.

14. *Issue No. 2:* The second demand which is raised by the Union is regarding payment of Rs. 200/- per day w.e.f. 1-11-95 to those workers who were not provided employment by the company after the strike was called off. In this respect though such demand is raised there is no whisper made in the evidence by the witnesses examined by the Party I and on what basis such amount is claimed even though it is admitted fact that the wages together with D.A., H.R.A., education allowance were paid to such workers till they were allowed to work in the plant. Thus all the workers were not kept idle without any financial help and such workers were paid the wages together with D.A., H.R.A. and other allowances. Thus, when it was not possible for the company to take back all the workers at the same time, they agreed to pay wages of the workers who were not provided work. By doing so

the company has showed a fair practice and did not deprive the said workers of their legitimate right of claiming work/salary/wages from the day when they offered themselves to conduct the work at the factory/establishment of Party II when the strike was called off. The reason given by Party II of giving work to the employees in phased manner is a plausible and just reason and further the company provided wages to the employees who were not given any work. It is admitted fact that subsequently all the employees were taken back on work and from that date the other allowances which were applicable to the workers actually doing work were also paid. In the meantime Party II also launched a scheme for voluntary retirement and the same was availed by many workers. This aspect is disclosed by Shri Vishram Singbal and Ramnath Rataboli in their depositions. Documents in support of such facts are also produced in evidence. Cross examination of witness No. 1 is mainly on the aspects which are beyond the reference. During cross examination of witness No. 1 for Party II, it was tried to canvas that other departments in the said establishment are also connected with the production and therefore the reward given to only production department workers on higher scale is illegal. At this stage it is again required to be discussed that the issue in reference is not regarding the discrimination of the payment of reward between the workers who were directly involved in the production and the workers who were indirectly involved in the production line. The reference is only with regard to demand of such reward to the workers who were not given any work. Thus, the entire cross examination of Shri Singbal is on a totally different aspect and not at all connected with the present reference or the issues involved in it. At the end of the cross examination a suggestion was given to the said witness that all workers were entitled for Rs. 3,000/- as a reward, which is not at all the case or the demand of the Union. Therefore, Party I has completely deviated its claim which was raised initially before the conciliation officer and also in the claim statement before this court and tried to claim something else that is Rs. 3,000/- for each worker working in all departments at the relevant time. Surprisingly there is absolutely no cross examination of witness No. 1 for Party II regarding the claim of Rs. 200/- per day or Rs. 3,000/-, 1,500/-, as the case may be for the workers who were not provided jobs in the plant. Thus, the justification given by both the witnesses of Party II have not been denied or rebutted in any manner by Party I. The witness No. 2 by name Ramnath Rataboli was not even

cross examined by Party I and his entire testimony has gone unchallenged. Apart from this there is no justification from Party I as to on what basis they claimed an amount of Rs. 200/- per day to the workers w.e.f. 1-11-95 who were not provided employment by the company after the strike was called off. Union failed to give justification as to what made them to claim such amount even though such workers were paid wages for the period during which work was not provided to them as the process of allotting work was carried out in phased manner for the simple reason that the plant was not in operation for nearly two years. In the result do not find any material produced on record by Party I to justify their claim as found in the issue No. 2 and thus the same is answered as not proved.

15. *Issue Nos. 3 & 4:* From the above observations, one thing is clear that the demand from the Union was raised regarding the payment of reward to all the workers who were not provided work and Rs. 200/- per day to all such workers who were not provided work from the date of withdrawing the strike, has not been established at all in evidence and what is produced on record by way of oral evidence through four witnesses is something else that is the so called discrimination of giving reward amongst the Workmen actually working at the relevant time. Therefore, Party I is not entitled for any relief as claimed in the present reference. Hence, the

ORDER

1. The demand of the Kamgar Sabha for payment of Rs. 3,000/-, 1,500/- as the case I may be to each of such Workmen who were not provided jobs in the plant, is not legal and not justified.
2. The demand of the Kamgar Sabha for payment of Rs. 200/- per day to the Workmen who were not provided employment by Party II after the strike was called out w.e.f. 1-11-95, till the date of providing employment to all such Workmen, is not legal and not justified.
3. No order as to costs. Inform the Government accordingly.

Sd/-
(B. P. Deshpande),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Office of the Commissioner, Labour and
Employment

Order

No. CLE/(RIA-05)/2008/6958

Read: Order No. CLE/(RIA-05)/2008/5137 dated
10-10-2008.

CLE/(RIA-05)/2008/5508 dated 10-11-2008.

In partial modification of the above orders, the following Officer is hereby appointed as Assistant Public Information Officer for area of jurisdiction shown against the name to deal with the applications received from the public under the Right to Information Act, 2005.

Under Employees State Insurance Scheme

Sr. No.	Name of the Officer & designation	Assistant Public Information Officer	Area of operation
1.	Smt. Manda Volvoikar, Head Clerk	Assistant Public Information Officer	Office of the Administrative Medical Officer, Panaji, under E.S.I. Scheme.

F. Rodrigues, Commissioner (Labour and Employment).

Panaji,.

Department of Law and Judiciary

Law (Establishment) Division

Notification

No. 9-18-2004-LD(Estt.)/Part-II(XXXVI)/1921

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Godfrey Norton, Advocate, Margao, Goa, as a Notary for a period of five years with effect from 15th November, 2010 for the area of Salcete taluka.

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

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 15th November, 2010.

Department of Personnel

—
Order

No. 6/1/2002-PER(Part)

The Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Service, with immediate effect, in public interest.

Sr. No.	Name of the Officers	Present Posting	Transferred as
1.	Shri Ajit N. Panchawadkar	Deputy Registrar, Goa College of Engineering, Farmagudi, Ponda-Goa	Deputy Director of Panchayats, North, Panaji.
2.	Shri H. A. Ali	Under orders of transfer	Deputy Registrar, Goa College of Engineering, Farmagudi, Ponda-Goa.

Shri Ajit N. Panchawadkar, shall hold charge at Entertainment Society of Goa, Panaji, for International Film Festival of India (IFFI), with immediate effect, until further orders.

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

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 18th November, 2010.

—
Order

No. 6/2/2002-PER

Shri Vinayak P. Volvoikar, Special Land Acquisition Officer, Public Works Department, shall hold charge of the post of Managing Director, Sanjivani Sahakari Sakhar Karkhana Ltd., in addition to his own duties, with immediate effect and until further orders.

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

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 22nd November, 2010.

Corrigendum

No. 6/4/2007-PER(Part I)

Read: 1) Order No. 6/4/2007-PER(Part-I) dated 03-11-2010.

2) Addendum No. 6/4/2007-PER (Part-I) dated 08-11-2010.

The last para of the Order dated 03-11-2010, read at (1) in preamble, shall be substituted to read as follows:

"The pay of the above Officers shall be fixed as per Rules".

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

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 18th November, 2010.

—
Department of Public Health—
Order

No. 4-16-2001-II/PHD/Part

Read: Memorandum No. 4-16-2001-II/PHD/Part dated 04-08-2010.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(1)/96/184 dated 15-07-2010, Government is pleased to appoint Dr. Kavita Sreekumar to the post of Lecturer in Paediatrics in Goa Medical College, Bambolim on temporary basis in the Pay Band—3 Rs. 15,600-39,100+Grade Pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Kavita Sreekumar shall be on probation for a period of two years.

The character and antecedents of Dr. Kavita Sreekumar have been verified by the District Magistrate, North Goa District, Panaji-Goa. She has also been declared medically fit by the Medical Board.

The appointment is made against the vacancy caused due to promotion of Dr. Jagadish Bhat to the post of Assistant Professor in Paediatrics w.e.f. 12-04-2010 vide Order No. 4/16/2001-II/PHD/Part dated 12-04-2010.

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

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 16th November, 2010.

Order

No. 8/1/2007-III/PHD

Government is pleased to accept the resignation dated 18-06-2010 tendered by Smt. Mahalaxmi Bhobe, Psychiatric Social Worker in the Institute of Psychiatry and Human Behaviour, after the expiry of leave with effect from 22-05-2010, in terms of rule 5(1)(a) of CCS (Temporary Service) Rules, 1965.

She stands relieved from the post w.e.f. the same date i.e. 22-05-2010 (f.n.).

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

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 18th November, 2010.

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

No. 23/20/2009-RD

Whereas, the Government of Goa, vide Notification No. 23/20/2009-RD dated 20-07-2009, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 18 dated 30-07-2009, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for const. of 650 m3 RCC OHR and 800 m3 RCC GLR at Mandopa, Navelim-Goa (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/20/2009-RD dated 24-03-2010, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 2 dated 08-04-2010, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District,

Margao-Goa to take the order for acquisition of the said land.

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

N. P. Singnapurker, Under Secretary (Revenue).

Porvorim, 16th November, 2010.

Order

No. 22/14/2009-RD

Whereas, the Government of Goa, vide Notification No. 22/14/2009-RD dated 10-11-2009, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 34 dated 19-11-2009, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for conducting physical activities to G. P. S. Kannaikwada, Morjim in Pernem Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/14/2009-RD dated 27-08-2010, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 24 dated 09-09-2010, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji to take the order for acquisition of the said land.

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

N. P. Singnapurker, Under Secretary (Rev.-I & II).

Porvorim, 16th November, 2010.

Order

No. 22/6/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/6/2009-RD dated 20-05-2009, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in

the Official Gazette, Series II No. 9 dated 28-05-2009, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for expansion of Verna Industrial Estate/Park Phase-V at Cortalim Village of Mormugao Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/6/2008-RD dated 05-02-2010, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 47 dated 18-02-2010, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao to take the order for acquisition of the said land.

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

N. P. Singnapurker, Under Secretary (Rev.-I & II).

Porvorim, 16th November, 2010.

Order

No. 22/7/2009-RD

Whereas, the Government of Goa, vide Notification No. 22/7/2009-RD dated 20-05-2009, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 10 dated 04-06-2009, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road at Colmorod, Navelim, Margao-Goa (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/7/2009-RD dated 20-09-2010, issued under Section 6 of the said Act, and published in the

Official Gazette, Series II No. 26 dated 23-09-2010, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

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

Pandharinath N. Naik, Under Secretary (Rev.-I).

Porvorim, 19th November, 2010.

Notification

No. 22/31/2008-RD

Whereas, the Government of Goa (hereinafter referred to as "the Government"), vide Notification No. 22/31/2008-RD dated 10-09-2008 issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as "said Act") and published in the Official Gazette, Series II No. 24 dated 11-09-2008 and in daily local newspapers, namely, "Herald" dated 12-09-2008 and "Sunaparant" dated 12-09-2008, notified that the land specified in the Schedule thereto and reproduced in the Schedule hereto is likely to be needed for public purpose, viz. Land Acquisition for development of Government Village School Playground at Raia, Salcete, Goa (hereinafter referred to as the "said land");

2. And whereas, the Government vide Notification No. 22/31/2008-RD dated 15-09-2009, issued under Section 6 of the said Act and published in the two local newspapers, namely, "Goa Doot" dated 18-09-2009 and "Times of India" dated 18-09-2009, declared that the said land is required for the public purpose specified above (hereinafter referred to as the "said Notification");

3. And whereas, the said Notification was challenged by Mr. Joaquim I. M. Dias and 9 others in Writ Petition No. 690 of 2009 filed before the Hon. High Court of Bombay at Goa, which was disposed off by the Hon'ble Court vide oral judgement in terms of Minutes of order dated 23-03-2010 to re-consider the objection filed by the Petitioners under Section 5-A in accordance with law and thereafter to prepare fresh 5-A report

within a period of 6 months from the date of the aforesaid order and thereafter, within a period of 3 months, the Government has to decide on the issue of Section 6 of the Land Acquisition Act.

4. And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

5. Now, therefore, the Government hereby declares, under Section 6 of the said Act, that the said land is required for the public purpose specified above.

6. The Government also appoints, under clause (c) of Section 3 of the said Act, the Deputy Collector and SDO, Salcete, Margao to perform the functions of a Collector, South Goa District, Margao, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

7. A plan of the said land can be inspected at the Office of the said Deputy Collector & SDO, Salcete, Margao, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Raia

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

25	1 part O: Comunidade of Raia. T: Milagrina Gomes e Dias.	3405
25	2 part O: Comunidade of Raia. T: Kashinath Yeshwant Naik.	3415
25	3 part O: Comunidade of Raia. T: Isabel Cruz.	715

Boundaries :

North: S. No. 27/5.

South: S. No. 25/3.

East : Road.

West : S. No. 25/1, 2, 3.

Total: 7,535

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

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 22nd November, 2010.

Addendum

No. 23/3/2010-RD

Read:- Notification No. 23/3/2010-RD dated 29-03-2010 published in the Official Gazette, Series II No. 2 on pages 34 to 35 dated 08-04-2010 and in two local newspapers viz. "Herald" dated 31-03-2010 and "Lokmat" dated 31-03-2010 for Land Acquisition for construction of Assonora bye-pass road (additional area), the area against Survey No. in the Schedule be read as shown in column 3 below.

In the Schedule appended to the above referred Notification the below mentioned Survey Number in tabular form alongwith other details such as the names of interested parties and the area required to be acquired under the aforesaid Survey Number shall be added:

Survey No./ PT. Sheet No./ Sub-Div. No./ Chalta No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
19/8	Part O: Comunidade. T: Vasu Bhajo Chodankar.	230

The rest of the contents of above read Notification shall remain unchanged.

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

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 11th November, 2010.

Corrigendum

No. 19/5/2005-RD(PF-I)

Read: Notification No. 19/5/2005-RD(PF-I)
dated 28-05-2008.
Notification No. 19/5/2005-RD(PF-I)
dated 02-06-2008.

The Government of Goa is pleased to make the partial modification under Rule 18 in the composition of the District Disaster Management Authority, for North and South Goa Districts constituted under the Goa State Disaster Management Rules, 2007 as under:

Under Rule 18(1)(I), Serial No. (8) may be read as follows:

- (8) Divisional Officer/Asstt.
Divisional Officers, Directorate
of Fire & Emergency Services
having jurisdiction over Fire
Stations in North Goa Member,
ex officio

Under Rule 18(1)(II), Serial No. (8) may be read as follows:

- (8) Divisional Officer/Asstt.
Divisional Officers,
Directorate of Fire &
Emergency Services having
jurisdiction over
Fire Stations in South Goa Member,
ex officio

This issues with the approval of the Government.

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

Pandharinath N. Naik, Under Secretary (Rev.-I/II).
Porvorim, 10th November, 2010.

Corrigendum

No. 23/3/2010-RD

Read: Notification No. 23/3/2010-RD dated 29-03-2010 published in the Official Gazette, Series II No. 2 on pages 34 to 35 dated 08-04-2010 and in two local newspapers viz. "Herald" dated 31-03-2010 and "Lokmat" dated 31-03-2010 for Land Acquisition for construction of Assonora bye-pass road (additional area).

In the Schedule appended to the Notification referred to above, in the Survey No. 22/17 Part, the name of Tenant: "Romalso Estirao Mendes" may be read as Tenant: Romaldo Estivao Mendes" and in Survey No. 19/3 Part the names of Tenant: "Pandari Shiva Shodankar" may be read as Tenant: Pandhari Shiva Chodankar" and the Survey No. 19/8 Part may be read as 74/8 Part.

The rest of the contents of above-referred notification shall remain unchanged.

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

Pandharinath N. Naik, Under Secretary (Rev.-I).
Porvorim, 11th November, 2010.

Corrigendum

No. 22/11/2009-RD

Read: Notification No. 22/11/2009-RD dated 17-06-2010 published in the Official Gazette, Series II No. 14 dated 01-07-2010 regarding land acquisition for construction of internal road near Vaddem lake in Vasco Constituency.

'Para 3' of the above referred Notification which reads "A plan of the said land can be

inspected at the Office of the said Deputy Collector & SDO/LAO, Pernem", shall be replaced and read as under:-

"A plan of the said land can be inspected at the Office of the said Deputy Collector & SDO, Mormugao, Goa".

The rest of the contents of above referred Notification shall remain unchanged.

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

Pandharinath N. Naik, Under Secretary (Rev.-I).
Porvorim, 6th November, 2010.

Department of Town & Country Planning

Notification

No. 29/8/TCP/2010/RP-21/4106

Whereas, the Regional Plan 2001 A.D. for the State of Goa has been published in the Official Gazette, Series III No. 37 dated 11-12-1986 for the horizon year 2001;

And whereas the Government is of the opinion that revision of the Regional Plan 2001 is necessary;

And whereas the Government vide Notification No. 29/8/TCP/Pt. file/Task Force/R.P./2007/3353 dated 4-10-07, published in the Extraordinary Official Gazette No. 3 Series II No. 27 dated 5-10-2007 and Notification No. 29/8/TCP/Pt. file/Task force/R.P./07-08/812 dated 26-02-2008 published in the Extraordinary Official Gazette No. 4 Series II No. 47 dated 26-02-2008 had appointed a "Task Force" for guiding the preparation of the Regional Plan for Goa for the horizon year 2021;

And whereas the Task Force has carried out necessary survey/studies and deliberations through secondary data and consultative process and submitted the Draft Regional Plan for Goa-2021 to the Chief Town Planner;

And whereas as per the directions of the Government, the Chief Town Planner placed the said Draft Regional Plan for Goa-2021 before the Town and Country Planning Board for its consideration;

And whereas the Town and Country Planning Board in its 133rd meeting held on 29-9-2008 had considered and approved the Draft Regional Plan for Goa-2021;

And whereas in exercise of the powers conferred by Section 13 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the Draft Regional Plan for Goa-2021 was notified vide Notification No. 29/8/TCP/2008/RP-21/Pt/3743 dated 08-10-08,

published in Official Gazette Series III No. 29 dated 16-10-2008 for inviting comments in writing from the public on the said Draft Regional Plan for Goa-2021;

And whereas the comments received from the public as well as from the local bodies were studied and considered by the State Level Committee constituted by the Government for the purpose vide Order No. 29/8/TCP/TF/RP-2021/VPM/08/4008, dated 29-10-08, No. 29/8/TCP/TF/RP-2021/VPM/08/4507, dated 28-11-08 and No. 29/8/TCP/TF/RP-2021/VPM/08-09/738 dated 12-2-09 and the Regional Plan for Goa-2021 (Part) pertaining to Canacona and Pernem Talukas was finalized;

And whereas the Town and Country Planning Board in its 137th meeting held on 8-11-2010 has considered and approved with modifications the Regional Plan for Goa-2021 (Part) in respect of Canacona and Pernem Talukas;

And whereas the said draft Regional Plan for Goa-2021 (Part) in respect of Canacona and Pernem Talukas, as approved by the Board with modifications, was submitted to the Government for its approval on 09-11-2010;

And whereas the Government vide No. 29/8/TCP/2010/RP-21/3976 dated 9-11-2010 has granted approval for the Regional Plan for Goa-2021 (Part) in respect of Canacona and Pernem Talukas.

Now, therefore, in exercise of the powers conferred by Section 17 read with Section 15 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), I, Shri Morad Ahmad, Chief Town Planner, Government of Goa, hereby notify the Regional Plan for Goa-2021 (Part) in respect of Canacona and Pernem Talukas as approved by the Government;

On and from the date of publication of this Notification in the Official Gazette, all development programmes undertaken within that area by any private institution or by any other person shall conform to the provisions of such Regional Plan. However, public projects/schemes/development works, undertaken by the Central Government or the State Government, shall be in conformity with the rules framed and procedures laid down by the Government for such projects/schemes/development works;

No person shall undertake any work of development in contravention of any provision of the Regional Plan as in force, except the projects/schemes/development works undertaken by the Central Government or the State Government, either by himself or through his servant or agent or any other person and all such development work shall be in conformity with the provisions of the Regional Plan.

The Regional Plan for Goa – 2021 (Part) in respect of Canacona and Pernem Talukas is available for the purpose of inspection in the office of the (a) Town and Country Planning Department (Headquarters), Dempo Tower, 2nd Floor, Patto Plaza, Panaji-Goa, (b) North Goa District Office, Town & Country Planning Department, 2nd Floor, Government office Complex, Mapusa, Bardez-Goa, (c) South Goa District Office, Town & Country Planning Department, Osia Complex, 4th Floor, Margao-Goa, (d) Pernem Taluka Office, Town & Country Planning Department, Shivram Bahu Sadan, Pernem-Goa and (e) Canacona Taluka Office, Town & Country Planning Department, 1st Floor, New Municipal Market Complex, Chauri, Canacona-Goa.

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

Morad Ahmad, Chief Town Planner & ex officio Jt. Secretary.

Panaji, 24th November, 2010.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-15/90/WR/928

Government is pleased to promote S/Shri S. Sekar, Executive Engineer, Works Div. V, WRD, Sanquelim and S. V. Prabhavalkar, Surveyor of Works, Central Planning Organisation, WRD, Panaji to the post of Superintending Engineers in Water Resources Department on ad hoc basis initially for 6 months in the Pay Band+Grade Pay of Rs. 15,600-39,100+7,600 with immediate effect and place them as indicated below:-

Sr. No.	Name of the Officer	Present place of working	Place of posting on promotion
1.	Shri S. Sekar, Executive Engineer	Works Div. V, WRD, Sanquelim	Superintending Surveyor of Works (GTIDC), Panaji.
2.	Shri S. V. Prabhavalkar, Surveyor of Works	CPO, WRD, Panaji	Superintending Engineer, CPO, WRD, Panaji, vice Shri J. S. Hosamani.

The promotion is purely on ad hoc basis and will not bestow any claim for regular appointment and service rendered on ad hoc basis in the grade will not count for the purpose of seniority in the

grade and for eligibility for promotion to the next higher grade.

Consequent upon the promotion of above Officers on ad hoc basis and posting of Shri S. V. Prabhavalkar, in Central Planning Organisation, WRD, Panaji, Shri J. S. Hosamani, Superintending Engineer, CPO, Panaji is hereby transferred to Circle III, WRD, Margao.

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

S. T. Nadkarni, Chief Engineer (W.R.) & ex officio Additional Secretary.

Panaji, 4th November, 2010.

Order

No. 74-1-82/CE-WR/Adm.II/925

The Government is pleased to transfer the following Assistant Engineers/Assistant Surveyor of Works of this Department in the offices mentioned against their names, in public interest.

Sr. No.	Name & Designation	Office where presently working	Posted on transferred to
1.	Shri Satish Pawooskar, Assistant Engineer	Sub-Div. III, Works Div. X, WRD, Quepem	Circle III, W.R.D., Gogal, Margao.
2.	Shri Shriniwas N. Kamat, Asstt. Surveyor of Works	Circle III, WRD, Gogal-Margao	Sub-Div. IV, Works Div. XIV, WRD, Quepem.
3.	Shri R. S. Bandekar, Assistant Engineer	Sub-Div. III, Works Div. XIII, WRD, Gogal-Margao	Sub-Div. III, Works Div. X, WRD, Quepem.

The concerned Head of Office should relieve the above transferees immediately and one copy of their relieving order be endorsed to this office.

No T.T.A. will be admissible to the transferee at Sl. No. 2 above, since his transfer is issued on request.

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

S. T. Nadkarni, Chief Engineer (WR) & ex officio Additional Secretary.

Panaji, 4th November, 2010.



Department of Women & Child Development

Directorate of Women & Child Development

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Order

No. 2-175-2008/DW&CD/3627

The Government is pleased to constitute the following Committee for Selection of the Saree and the Dress material to be distributed under the Vastra Bhet Scheme of the Government.

Sr. No.	Name of the Officer	Designation
1	2	3
1.	Sanjiv Gadkar	Director Women & Child Development.
2.	Joanita Dias	Assistant Accounts Officer W&CD.
3.	Varsha Naik	CDPO Tiswadi.

The above Committee shall go into the all the samples received for supply and select the Saree and Dress material based on the suitability, practice and cost.

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

Sanjiv Gadkar, Director & ex officio Joint Secretary (W&CD).

Panaji, 16th November, 2010.

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