

Panaji, 08th May, 2025 (Vaisakha 18, 1947)

SERIES II No. 6

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note: There are three Extraordinary issues to the Official Gazette, Series II No. 5 dated 2-5-2025, as follows:-*

- 1. Extraordinary dated 2-5-2025 from pages 243-244 regarding Notification from Goa State Election Commission.*
- 2. Extraordinary (No. 2) dated 3-5-2025 from pages 245-246 regarding Notification from Department of General Administration.*
- 3. Extraordinary (No. 3) dated 6-5-2025 from pages 247-254 regarding Instructions from Department of Finance.*

## GOVERNMENT OF GOA

### Department of Education

Directorate of Technical Education College Section

#### Order

8/1/81/Charge/GCA/DTE/2019/3922

Date: 10-Mar-2025

Smt. Harsha Mandurkar, Assistant Professor in Fine Art (Painting), Goa College of Art, Altinho, Panaji-Goa shall hold the charge of Principal, Goa College of Art in addition to her own duties with effect from 31/03/2025 (a. n.), until further orders.

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

Dr. Vivek B. Kamat, Director of Technical Education and Ex-Officio Additional Secretary.  
Porvorim.

#### Order

11/4/59/2001-DTE/GCP/PF-I/158

Date: 11-Apr-2025

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/12/33(1)/2022/454 dated 13/03/2025 the Government of Goa is pleased to declare the following Group 'A' Gazetted Officer of Goa College of Pharmacy, Panaji-Goa who have satisfactorily completed his probation period and confirm him in the post with effect from date mentioned in the respective column against his name.

Sr. No.	Name of the incumbent	Designation	Date of confirmation	Appointment order No. and date	Date of joining
1	2	3	4	5	6
1.	Dr. Madhusudan P. Joshi	Associate Professor in Pharmacology	28/06/2011	No. DTE/ADC/11/1/41/2007/Pt. II/3284 dated 27/02/2009 and	29/06/2009

				No. 11/4/71/09/JMP/ DTE/976 dated 13/07/2009	
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By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.



## Department of Fisheries

Directorate of Fisheries



### Order

No. 2-1-81-FSH

Date: 05-May-2025

In exercise of the powers conferred by sub-sections (1) and (2) of Section 4 of the Goa Marine Fishing Regulation Act, 1980 (Act No. 3 of 1981), the Government of Goa, having regard to the need to conserve fish, hereby prohibits fishing by fishing vessels fitted with mechanical means of propulsion and by means of trawl-net and purse-seine net, except fishing by registered motorized canoes using gill nets only, and fitted with outboard or inboard motors, of upto 10 HP capacity, as a means of propulsion, along the sea coast of the State of Goa and the territorial waters of the State of Goa, with effect from **1<sup>st</sup> June, 2025 till 31<sup>st</sup> July, 2025** (both days inclusive).

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

*Yashaswini B*, IAS, Director (Fisheries).

Panaji.



## Department of General Administration



### Notification

37/3/2019-GAD-III/1639

Date: 02-May-2025

In pursuance of sub-section (1) of Section 40A of the Goa Panchayat Raj Act, 1994 (Goa Act No. 14 of 1994) the Government of Goa hereby declares **Sunday, the 11<sup>th</sup> May, 2025 (Vaisakha 21, Saka 1947) as a “paid holiday” being the “Polling Day”** for the Bye Election to Ward No. I of Village Panchayat Tivim and Ward No. VII of Village Panchayat Assonora, Taluka Bardez, North Goa District and Ward No. I of Village Panchayat Chicalim, Taluka Mormugao, South Goa District in the State of Goa for the voters of the said Bye Elections.

The aforesaid **paid holiday** shall be in addition to the holidays indicated in the Government Notification No. 37/3/2024-GAD-III/4247 dated 22/10/2024, published in the Official Gazette, Series II No. 30 dated 24/10/2024, to the workers of the following establishments, provided that they are the voters for the aforesaid Bye Elections.

- (i) industrial workers of the State of Goa;
- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;
- (iii) commercial and industrial workers of private establishments in the State of Goa;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments;

- (vi) workers of the institutions governed under the explanation to Section 25 of the Negotiable Instrument Act, 1881 (Act 26 of 1881).

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

*Shreyas Dsilva*, Under Secretary (GA-I).

Porvorim.

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**Department of Home**

Home-General Division

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**Notification**

25/03/2025-Conf-Powers/HD(G)/BNSS/1159

Date: 05-May-2025

In exercise of the powers conferred by Section 162 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (Central Act No. 46 of 2023), the Government of Goa, hereby designates all District Magistrates, within their jurisdiction, to issue order to any person not to repeat or continue a public nuisance, as defined in the Bharatiya Nyay Sanhita, 2023 (Central Act No. 45 of 2023) or any special or local law.

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

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

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

Porvorim.

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**Department of Labour**

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**Notification**

26/11/2025-LAB/296

Date: 29-Apr-2025

In exercise of the powers conferred by sub-section (4) of Section 61 read with sub-sections (1) and (2) of Section 17A of the Goa Shops and Establishment Act, 1973 (Goa Act 13 of 1974), the Government of Goa, hereby exempts M/s. Mahindra Holidays and Resorts India Limited, Acacia Palms Resort (Unit of Tonia Estate & Resorts Private Limited) from the provisions of sub-section (1) of Section 17A of the said Act, for a period of two years from the date of issue of this Notification, subject to the following conditions, namely:-

- (1) Employment between the hours of 7.00 p.m. and 6.00 a.m. shall be with the consent in writing of the concerned women worker.
- (2) Employment of women employee shall be on rotation basis.
- (3) The provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (Central Act No. 14 of 2013) and the Goa Shops and Establishment Act, 1973 or any other law in force, as applicable to the Establishment, shall be complied with.
- (4) No women worker shall be employed against the maternity benefit provisions laid down under the Maternity Benefit Act, 1961 or any other law in force.
- (5) Adequate and separate transportation facilities accompanied by security guard shall be provided to the women worker to pick up and drop such worker at her residence. However, careful selection of routes shall be made in such a way that no women employee shall be picked up first and dropped last.
- (6) The workplace including passage towards conveniences or facilities concerning toilet, washrooms, drinking water, entry and exit of women workers shall be well-lit.
- (7) CCTV cameras shall be provided and maintained in the work areas where women workers will be employed.
- (8) Shall provide safe, secure and healthy working condition such that no women worker is disadvantaged in connection with her employment.

- (9) If any Establishment fails to comply with the above conditions, it may lead to cancellation of the Registration Certificate and/or withdrawal of the above exemption in respect of such Establishment.
- (10) The exemption granted may be revoked at any time without prior notice.

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

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim.

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**Order**

28/11/2025-LAB/299

Date: 30-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Putzmeister Concrete Machine Private Limited, Plot No. N4, Phase IV, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Mr. Ramchandra Gurunath Parab, in respect of the matter specified in the Schedule hereto;

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

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

**SCHEDULE**

- (1) Whether the action of the management of M/s. Putzmeister Concrete Machine Private Limited, Plot No. N4, Phase IV, Verna Industrial Estate, Verna, Salcete, Goa, in dismissing Mr. Ramchandra Gurunath Parab, Senior Production Welder, with effect from 12/02/2024, is legal and justified?
- (2) If not, to what relief the workman is entitled?

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

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim.

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**Order**

28/10/2025-LAB/300

Date: 30-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Centaur Pharmaceuticals Private Limited, Plant-II, Plot No. 39-41, Tivim Industrial Estate, Karaswada, Mapusa, Goa and it's workman, Shri Rahul Ratnakar Shetkar, in respect of the matter specified in the Schedule hereto;

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

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

**SCHEDULE**

- (1) Whether the action of the management of M/s. Centaur Pharmaceuticals Private Limited, Plant-II, Plot No. 39-41, Tivim Industrial Estate, Karaswada, Mapusa, Goa, in dismissing the services of Shri Rahul Ratnakar Shetkar, Junior QC Officer, with effect from 19/11/2024, is legal and justified?
- (2) If not, to what relief the workman is entitled?

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

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim.

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### Order

28/06/2025-LAB/304

Date: 05-May-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Indus Cama, Plot No. 80-85, Bicholim Industrial Estate, Bicholim, Goa and it's workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

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

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

### SCHEDULE

- (1) Whether the action of the management of M/s. Indus Cama, Plot No. 80-85, Bicholim Industrial Estate, Bicholim, Goa, in refusing to consider the following demands raised by Gomantak Mazdoor Sangh on behalf of the workers employed in said establishment/factory, is legal and justified?

### CHARTER OF DEMANDS

**1. Demand No. 1: PAY SCALES:-**

Grades:

Grade I: 5000-150-5750-175-6620-200-7625-225-8750-250-10000-275-11375-300-12875.

Grade II: 5500-185-6425-210-7475-235-8650-260-9950-285-11375-310-12925-335-14600.

Grade III: 6000-225-7125-250-8375-275-9750-300-11250-325-12875-350-14625-375-16500.

**2. Demand No. 2: FLAT RISE:-**

It is demanded by the Union that all the workmen shall be given the flat rise of Rs. 3500/- the said amounts shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

**3. Demand No. 3: SENIORITY INCREMENTS:-**

It is demanded by the Union that the workmen shall be given Seniority increments as mentioned below:

Service up to 3 years: One Increment.

Service from 3 years to 6 years: Two Increments.

Service from 6 years to 9 years: Three Increments.

Service from 9 years to 12 years: Four Increments.

Service from 12 years to 15 years: Five Increments.

Service above 15 years: Six Increments

**4. Demand No. 4: VARIABLE DEARNESS ALLOWANCE (VDA) :-**

It is demanded by the Union that the VDA shall be paid at the revised rate of Rs. 3/- per point rise above Rs. 6500 points (1960=100) the computation of VDA shall be made quarterly based as per existing system.

**5. Demand No. 5: FIXED DEARNESS ALLOWANCE (FDA):-**

It is demanded by the Union that all the existing FDA shall be revised by adding Rs. 2500/- to the existing FDA.

**6. Demand No. 6: HOUSE RENT ALLOWANCE (HRA):-**

It is demanded by the Union that HRA shall be paid at the revised rate of 30% of Basic, and Dearness Allowance, as the cost of accommodation is very high in Goa due to Tourist State.

**7. Demand No. 7: CHILDREN EDUCATION ALLOWANCE:-**

It is demanded by the Union that the Children Education Allowance shall be paid by adding an amount of Rs.1000/- to existing allowance per month.

**8. Demand No. 8: CONVEYANCE ALLOWANCE:-**

It is demanded by the Union that the Conveyance Allowance shall be revised by adding Rs.1000/- to the existing Conveyance Allowance.

**9. Demand No. 9: PAID HOLIDAYS:-**

It is demanded by the Union that all the workmen shall be granted paid holidays at rate 15 days per year. Union further demands that the festival holidays that fall on weekly off day shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

**10. Demand No. 10: LEAVE:-**

It is demanded by the Union that all the workers shall be given leave on following basis:

(A) Earned Leave: Union demands that all the workmen shall be given earned Leave at the rate 30 days E.L per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.

(B) Casual Leave: Union demands that all the workmen shall be given casual Leave at the rate of 15 days per year with encashment facility.

(C) Sick Leave: Union demands that all the workmen shall be given Sick Leave at the rate of 24 days per year with an accumulation of 78 days.

**11. Demand No. 11: LEAVE TRAVEL ASSISTANCE (LTA):-**

It is demanded by the Union that LTA shall be paid at the rate of Rs. 6000/- per annum with minimum of four earned days leave. The amount shall be paid one week before the commencement of leave.

**12. Demand No. 12: FESTIVAL ADVANCE:-**

It is demanded by the Union that all the workman shall be granted festival advance once in a year at the time of festival of one month salary each to meet the additional expenses incurred by him for such festival and the same shall be recovered in 10 equal installments.

**13. Demand No. 13: BONUS/EX GRATIA:-**

It is demanded by the Union that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages every year, before Ganesh Festival.

**14. Demand No. 14: SUPPLY OF UNIFORM:-**

It is demanded by the Union that two sets of cotton uniform shall be supplied to each workmen every year.

**15. Demand No. 15: WASHING ALLOWANCE:-**

It is demanded by the Union that all the workmen shall be paid Rs. 500/- per month to meet the washing expenses.

**16. Demand No. 16: ACCIDENT LEAVE:-**

It is demanded by the Union that whenever workmen met with an accident while on duty his/her period of such absence shall be granted special full pay leave.

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

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

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim.

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**Notification**

28/02/2025-LAB/303

Date: 05-May-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 27/03/2025 in Case No. Ref. LC-II/IT/02/2024 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim.

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

**(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)**

**Case. No. LC-II/IT/02/2024**

Shri. Krushna Chandra Panda,  
C-102, Jai Residency, Behind SBI Branch, Evershine City, .... Workman/Party I.  
Vasai East, Palghar, Maharashtra (401208)

V/s

The Managing Director,  
M/s. Gopaldas Visram & Company Ltd.,  
Plot No. B-56, Kundaim Industrial Estate, .... Employer/Party II.  
Kundaim, Goa (403115).

Workman/Party I represented by Ld. Adv. Shri. S. Kamat.

Employer/Party II represented by Ld. Adv. Shri. S. Pathak.

**PANAJI, DATED: 27/03/2025.**

**AWARD**

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 14/03/2024, bearing No. 28/03/2024-Lab/178 referred the following dispute for adjudication to this Labour Court-II of Goa at Panaji, Goa.

***“(1) Whether Shri Krushna Chandra Panda, Works Manager, could be construed as “Workman” as defined under section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?***

***(2) If the answer to issue No. (1) above is in the affirmative, then, what the action of the management of M/s. Gopaldas Visram and Company Limited, B-56, Kundaim Industrial Estate, Kundaim, Goa in terminating the services of Shri Krushna Chandra Panda, w.e.f. 13/04/2023, is legal and justified?”***

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

2. On receipt of the reference, a case was registered under No. LC-II/IT/02/2024 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 24/04/2024 at Exhibit 7. The facts of the case in brief as pleaded by the Workman are that the Employer/Party-II (for short “Employer”) is a company incorporated under the Indian Companies Act, 1956 and having its registered office at 16, Shamaldas Gandhi Marg, Mumbai 400002. He stated that the Employer is manufacturing of DMF grade plastics bottles and caps for pharma sector. He stated that he had approached the Employer for services in July, 2022. He stated that he is well qualified worker both academically and

technically (Science Graduate with PGD in plastics engineering from Central Institute of Plastics engineering and technology (CIPET) and also an MBA-Operations Management Graduate having 25 years of work experience) originally hailing from Odisha. He stated that he was working as “Works Manager” with the Employer at their Kundaim plant. He stated that he had undertaken various initiatives to repair and run efficiently the idle and under breakdown capital assets such as screw compressor, Air handling unit, defective moulds that were lying neglected for 4-5 years. He stated that he had introduced daily production report to monitor work performance for improvement. He stated that he had suggested to use liquid soaps and hand sanitizers after every toilet use to improve workers hygiene as the Employer’s products are mainly supplied to the major pharma companies. He stated that he had introduced preventive maintenance protocol of moulds and tools for efficient working during their production run. He stated that there was no drinking water storage facility for the worker and employees in the employer’s plant and he had taken immediate action and arranged it within 15 days of joining. He stated that the Lizards and other insects were roaming inside the production zones which is completely flouting the US and Canada FDA norms and current good manufacturing practices in compliance to the Pharma CGMP requirement. He stated that he was the first to take initiative to find all such lapses and strengthen the CGMP. He stated that there are mainly such good initiatives which he has taken to highlight work performance and dedication to the responsibilities.

3. He stated that the previous Work Manager Mr. Satya Srinivas got promoted to the position of General Manager and was deputed to the new plant of the Employer that was under construction at Halol, Baroda, Gujarat before 5-6 months of joining. He stated that he was urgently offered to join the Goa plant of Employer instead of the upcoming new plant at Halol. He stated that he was performing efficiently and there was absolutely no issue with regard to his work and conduct. He stated that some of his good initiatives taken for the betterment of the Employer and to excel plant performance caused an eyesore and jealousy to Mr. Satya Srinivas and Mr. Sanjeev Seth, the Vice-President of the Employer. He stated that the Managing Director (Hon’ble Chairman of the Employer) had asked the reason to the General Manager Mr. Satya Srinivas about his negligence/no action done for the same work in the past by him during his 5 years working as works manager. He stated that for the aforesaid reason Mr. Satya Srinivas developed a personal grudge against him. He stated that Mr. Satya Srinivas fixed term contract was about to expire on 11/05/2023. He stated that the Chairman of the Employer was not interested to renew and extend his fixed term contract beyond 11/05/2023. He stated that on 17/03/2023 he was also invited to travel to Halol Baroda, accompanying with seven other plant officials to attend the opening ceremony of new plant thereon 18/03/2023. He stated that the Employer had arranged their stay at a good hotel and travel around few local visiting places including statue of unity etc. He stated that his VP Mr. Sanjeev Seth had even was offered him two silver coins engraved with GVCL logo as a token of good performer as Halol Hotel. He stated that one silver coin was himself and the VP Mr. Sanjeev Seth to him to give another coin to the quality head.
4. He stated that during the trip to Halol, Mr. Satya Srinivas had told that he had resigned from the services and his last day with the Employer was 11/05/2023 and he would join a new company. He stated that on around 21/03/2023 Mr. Satya Srinivas again called him on his number and said that his resignation has been accepted and it is now confirmed that he had to leave the Employer Company. He stated that till 31/03/2023, there was absolutely no issue as he had felt and believed. He stated that however on 01/04/2023 for the first time he smelt and sensed some kind of stiff and opposition, resistance, ulterior motive and dislike from Mr. Satya and Mr. Sanjeev of his good initiatives being undertaken to rectify old issues pertaining with the moulds and tools that were causing serious products quality issues. He stated that since March, 2020 during Corona lockdown one screw compressor was under breakdown on 3-4 years. He stated that he took the initiative to repair it and got it to run within 20 days of his joining. He stated that being work manager it was his responsibility to do take necessary corrective action to improve product quality and plant performance. He stated that he did the actions only to ensure that no one should questioned him in future and to achieve the plant performance. He stated that but under the misguidance, backbiting and wrong narrative by Mr. Satya Srinivas from Halol Baroda, the Vice President Mr. Sanjeev Seth who was then away to South Africa on a personal tour sent to him a surprising email on 01/04/2023 questioning his remedial action of mould problems to discourage him and diminish his good work and asked him to not take any initiatives without Mr. Satya’s approval as an attempt to high and cover up the past performance, mistake and negligence. He stated that he had always taken all the actions after consultation with all the team members including Mr. Satya Srinivas. He stated that Mr. Satya Srinivas stated in the email dated January, 2023 that the rectification in the concerned



mould G-024 was not possible and suggested to make new mould instead with financial investment. He stated that he went ahead with rectification of the old mould and given to understand later after his exist, the issues with the mould/tool G-024 has been better/ improve because of his action undertaken earlier before the sudden termination of his services.

5. He stated that the Chairman of the Employer had come to Goa to visit to the plant on 04/04/2023. He stated that he was invited by him to have a breakfast with him together in the hotel Sun Inn, Ponda. He stated that the Chairman had visited the plant along with him. He stated that the Chairman expressed his happiness before living to Mumbai. He stated that after returning from the personal vacation trip from South Africa, the VP of the Employer called him on 09/04/2023 around 11 a.m. He stated that the V.P. questioned him that why did he marked email copy to the MD as like he questioned him so in the past many times not marked any report to the MD. He stated that his reporting authority as per the letter of appointment was the Chairman/MD. He stated that it was his duty and responsibility to report Chairman, on every important plant matters. He stated that but the VP Mr. Sanjeev wanted him to hide. He stated that there are many such matters where he had been questioned by the VP as well as his subordinate that why did he report to the MD and he was constantly being subjected to such unwanted interference. He stated that he had tolerated everything and was working with patience. He stated that he politely told them if he doesn't report important matters to the MD now who is going to be answerable if something untowards happens in the plant tomorrow.
6. He stated that there was a shortage of manpower towards the end of March/1<sup>st</sup> week of April as the school and college examinations were over and workers had gone on leave. He stated that because of this, the bottles being produced were not checked fully on daily basis. He stated that the computerized camera enabled vision systems installed at each machine to check the bottles were not working properly since his joining. He stated that he had already initiated action to validate and calibrate all the vision systems so that the checking and packing of the bottles could be done efficiently and time being. He stated that however because of this some checking and packing backlogs get accumulated. He stated that the colleague Mr. Jeetendra Gurjar, first responsible person (FPR), for production who was supposed to take care of the checking and packing a job, didn't either work efficiently or intentionally/deliberately being taken action and went on leave. He stated that instead of trying to clear the backlog, he shared the images of backlog to Mr. Satya Srinivas and Mr. Sanjeev Seth with some ulterior motives to create chaos in the plant. He stated that he had taken steps sent and suggested ideas to get the backlogs finished such as by allocating extra over time to the checking and packing worker and utilizing the camera in enabled vision systems installed in the production zones where the production was not running there at that time. He stated that on 11<sup>th</sup> April, Mr. Sanjeev and Mr. Satya suddenly made a surprise visit to the Goa plant by flight without giving him any information about their visit plan and took images of backlogs accumulated only in 2-3 production zones out of 21 production zones in the early morning and misguided to the Managing Director.
7. He stated that the backlog was a normal problem in the plant routine affairs. He stated that the production was looked after by the production manager Mr. Jitendra Gurjar and it was his main responsibility. He stated that Mr. Jitendra Gurjar was paid a handsome salary of Rs.70-80 thousands per month for the job and had been working with the Employer, for the last 2-3 years. But no question to him was made. He stated that there were valid reasons for the backlogs also. He stated that there were such backlogs in the past too for many occasions when Mr. Satya Srinivas himself was stationed there as works manager in the Goa plant. He stated that but then there was no big noise, no photography made and shared with the MD. He stated that but this time he was blamed selectively to make him a scapegoat in retaliation. He stated that the VP Mr. Sanjeev and the General Manager Mr. Satya Srinivas of the Employer misguided to the MD against him (Party I) for the backlog and pressed for his immediate termination while the MD was trying to save him in defending him. He stated that but they both continued to put pressure on the respected Chairman for 2-3 days. He stated that the VP had clearly threatened by calling him (Party I) on 9<sup>th</sup> April 2023, Sunday saying him, "he and the MD now take care the business and he is stepping down immediately" and the same arm-twisting tactics he applied to the respected MD Sir too. He further stated that the Chairman tried to save him and advised to clear the backlogs as early as possible. He stated that on 12-Apr-2023, the day before the illegal termination, the Chairman had already spoken to him and given him 7 days' time to clear the backlog and report him once the backlog is cleared. He stated that he has the voice note recording with Party-I to substantiate his innocence. He stated that further, there was no simple questioning to either the very old and first responsible person Mr. Jitendra Gurjar or to the contractors of the manpower suppliers who were

providing contractual checking workers. He stated that Arbitrary, ultimate and harshest punishment was selectively taken against him only. He stated that the Employer had no workers in their muster roll and totally dependent on the contractors manpower. He stated that the checking and packing job is not seasonal or temporary. He stated that it's permanent and regular job/activity. He stated that throughout the year, the bottles and caps are produced to supply to the Pharma companies. He stated that checking and packing of the said manufactured bottles and caps is required all the times throughout the year. He stated that however, on 13<sup>th</sup> April, the VP again tried to pressurize the Chairman and said the backlog accumulated was due to his inefficiency and urged him to terminate his services on spot immediately. He stated that the Chairman called up him and asked him, that had he informed the manpower issue to either him or anybody else in the Head Office. He stated that he had always informed about the manpower shortage including Mr. Sanjeev Seth, VP, VP's team member Ms. Nisha and even to the Chairman. He stated that he had informed this in email dated 5<sup>th</sup> April and 7<sup>th</sup> April apart from verbal discussions. He stated that Mr. Sanjeev Seth's team member Ms. Nisha was pressurizing him to run all the machines while he had suggested to run only those urgent machines with respect to manpower availability and till the accumulated backlogs get cleared. He stated that Ms. Nisha had insisted him to run all the machines and suggested him to clear the backlogs later. He stated that but unfortunately, within one hour after the phone call with the respected Chairman, he was asked to come in the conference hall by another employee Mr. Sachin who is working with M/s. GBC, a sister concern of the Employer.

8. He stated that he was given the termination letter mentioning poor work performance and mismatch to the position and took away the laptop, mobile phone and with 15 minutes he was out of the Employer Company being escorted by the security guard. He further stated that in the appointment letter, it's agreed that during probation period there is one month's notice period and after 6 months the notice period is of 2 months. He stated that the Employer although said at the time of termination that to pay and clear his all legal dues including adequate notice pay, didn't pay anything except paying 13 days salary. He stated that he was expecting that the Employer Company might ask him to come back to work after few days. He stated that after waiting 5-6 days, on 18<sup>th</sup> April, 2023, he approached to the HR Manager Ms. Kiran for reinstatement. He stated that she replied arrogantly that the termination decision is irreversible and whatever dues were to be paid to him has already been paid on 13<sup>th</sup> April itself and further no dues were pending and asked him that he can approach any authority he wants to.
9. He stated that he decided to register his grievance with the Labour and Employment department and sent an email to the respected Labour Commissioner, Panaji. He stated that he personally met with the Labour Inspector Mr. Karkare at the labour office, Ponda to whom he had known when he was representing on behalf of the company to resolve labour related non-compliance matter. He stated that after the labour inspector Mr. Karkare's intervention and they paid him some amount that he had received under predicament, duress. He stated that after 5-6 reconciliation meetings held at the Labour office, Ponda-Goa over 5-6 months, respected ALC, Ponda concluded the failure reconciliation report on dt.24-Nov-2023. He submitted that there was no tiny issue or complaint raised against him during his working tenure with the Employer. He submitted that he was never informed by anyone for any poor or bad performance and work deficiency. He submitted that he was never served with a performance improvement plan (PIP) to improve his performance as alleged in the termination letter. He submitted that there was no written memo or charge sheet or warning issued against him. He submitted that he was never given any opportunity to present his sides.
10. He submitted that he was never told about any performance shortcomings and provided ample of opportunities for improvement before inflicting the absolute and harshest punishment or illegal termination. He submitted that the termination of his services was done and liberty was made to bend upon the arbitrary will of few company officials who had become jealous. He submitted that they wanted him to be out so that the fixed contract of Mr. Satya Srinivas could be extended as the chairman was not keen and interested to retain him (Mr. Satya Srinivas) more and extend his services beyond 11-May-2023. He submitted that his illegal termination was also planned in support with the Vice President as they had thought that once he got removed from the position, the chairman would be revise Mr. Satya Srinivas's fixed term contract and extend his service. He submitted that the Chairman was so unhappy with his performance that he did'nt extend his service even though they were successful in terminating his services suddenly. He submitted that there have also been similar many arbitrary and unjustified termination in the last 1-2 years in the history of Goa plant under the arbitrary influence and insistence of Mr. Satya Srinivas and Mr. Sanjeev Seth. He submitted that the Employer, apart from carrying out an unethical, unfair and illegal termination, tried to deny and clear whatsoever the dues to settle the dispute

amicably and gracefully. He submitted that as per the employment norms, the Employer was supposed to clear the full and final dues including adequate compensation in 2 days, but the Employer Company violated grossly, and whatever sum the Employer paid to him that was done after the intervention of the Ponda Labour inspector Mr. Karkare. He submitted that his service termination was very disrespectful, humiliating and disgusting without a valid cause and strong ground. Everyone in the plant was very shocked knowing the termination. He submitted that the Employer under the insistence of their VP Mr. Sanjeev Seth and the GM Mr. Satya Srinivas, still tried to harass and torture him mentally more when they denied to pay his legitimate dues. He further stated that he had accepted the terms and conditions of the employment offer in good faith, sanctity and with a good expectation of fair and ethical business practices from the Employer. He stated that since the action of termination is not fair, justified, valid and ethical, it breaches the terms and conditions of the employment contract itself. He submitted that the Employer has maligned his image and put a stigma in his candidature for life time. He submitted that the Employees unethical, illegal and arbitrary action has caused a serious loss of reputation of his candidature in the market and it will be haunting him for life long. He and his family know the sufferings, hardships and pain for long 8-9 months.

11. He stated that he is a sole earning member of his family and also other responsibilities towards his widow mother. He stated that has affected his job stability and he is even today in terrific tension and worries and going through a feeling of insecurity. He stated that he was compelled to ask for and borrow money from his relatives and friends (to whom he never had approached in the past) during the tough times of unemployment to manage his family and his liabilities. He stated that he and his family knows only the unexplainable suffering and pains that they went through for long 8-9 months. He stated that the unjustified action of the Employer, he was forced to come to North India leaving his family alone there at Mumbai to earn a livelihood. He further stated that termination of his services even in probation period without providing ample of opportunities for improvement and without proper procedural fairness is illegal and bad in law. He further stated that he is the workmen of Employer and was appointed as a Works Manager and continued to work as same at the time of illegal termination of his services by the management of the Employer. He stated that he was employed to perform skilled, technical and operational role in the plant and was having no authority of cheque signing, granting leave to other workmen. He stated that HR manager at HO was authorized to approve the leave. He stated that he is a migrant worker, originally hails from Odisha state and work outside his own State for the last 25 years for a livelihood. He further states that he was rendering unblemished services with the Employer until they terminated fairness vide termination letter dated 13-Apr-2023. He states that the termination of his services is bad in law and void ab initio and non'est since he was terminated without following the statutory mandates of the Industrial Disputes Act, 1947. He further stated that the Employer has taken shelter of arbitrariness, unfair and unethical business practices.
12. He further stated that when he approached to the Asst. Labor Commissioner, Ponda, Goa for their intervention for his reinstatement of his services and an amicable resolution to his grievances, the Employer has levelled allegations that he is trying to extort money from Employer and his complaint is totally false, baseless and imaginary. He submitted that the action of Employer to terminate his services by a stroke of a pen vide letter dated 13<sup>th</sup> April 2023 is illegal, bad in law and unjustified and is in contravention of Section 25F of the ID Act, 1947 and other employment guidelines of the Nation. He submitted that since the validity of the termination order by the Employer itself is arbitrary and not justified, the Employer has violated the terms and conditions of the appointment letter. He stated that nowhere in the appointment letter, there is a clause that the Party can terminate his services arbitrarily and unjustified.
13. The Employer resisted the claim of the Workman by filing its written statement 06/06/2024 at Exb.9. The Employer, as and by way of its preliminary objections filed in the written statement, submitted that the reference is not tenable in law and on facts and hence liable to be rejected, that the party-I has levelled false allegation and that the Employer denied the employer-employees relationship with the party-I, that the party –I has mischievously suppress many facts which are relevant and that the party-I has not come with clean hands.

The Employer stated that the party-I was appointed as a “Works Manager” w.e.f. 21/11/2022 vide order dt.07/11/2023. The Employer stated that the nature of duties were clearly managerial and supervisory in nature and he was heading the plant at the factory situated at Goa. The Employer stated that the yearly CTC of the party-I was Rs.13,00,000/-. The Employer stated that being on a very senior position, he was expected to perform to the satisfaction of the management and to ensure smooth functioning of the

manufacturing operations of the Goa plant. The Employer submitted that the post of works manager in an organization is very crucial for the smooth functioning of its factory and hence no establishment will terminate services of the said person unless the performance and management is really poor. The Employer submitted that the performance of the party-I was not to the satisfaction of its management. The Employer submitted that one of the example of his poor performance was heavy rejection of goods which were manufactured under his supervision which resulted in huge business losses. The Employer stated that its management lost confidence in the party-I, hence his services were terminated w.e.f 13/04/2024. The Employer stated that the total length of service of the party-I was 4 months and 23 days. The Employer submitted that during the conciliation proceedings, it is his own admission in all the correspondence that the party-I as a manager and not a workman. The Employer submitted that the Party-I is not a workman as defined u/s 2(s) of the I. D. Act, 1947. The Employer submitted that the party-I has not completed 240 days of continuous services and hence he cannot approach this Hon'ble Court under the I. D. Act, 1947. The Employer denies the employer-employees relationship with the party-I. The Employer submitted that since the provisions of I. D. Act, 1947 does not apply to the party-I for the reasons mentioned herein above and the terms of his appointment shall be governed by the offer letter issued to him, which has been dully accepted by him. The Employer stated that it is clearly mentioned in the offer letter dated 07/11/2022 in clause 4 that he will be in probation for six months. The Employer stated that it has cleared the entire legal dues of the party-I as per the terms of offer letter dated 07/11/2022 and the same was accepted by him without any protest. The Employer therefore submitted that this Hon'ble court has no jurisdiction to adjudicate the present dispute. The Employer denied the overall case as pleaded by the party-I and prayed to answer the reference in negative.

14. Thereafter, the party-I filed his rejoinder on 27/06/2024 at Exb.10. The party-I, as and by way of its rejoinder, confirms and reiterates all their submissions, averments and statements made in their Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to their Statement and averments made in their Claim Statement. He stated that he was performing role as an operational and supervisory work, falls very much within the bracket for protection and justice as defined under the I.D. Act, 1947. He stated that when someone's services were arbitrary and illegally terminated and taken away just before one month and 7 days of completion of the probation period how could he fulfill and meet the 240 days working conditions and criteria. He stated that he has worked for 4 month and 23 days in a Goa plant in establishment, hence he is fully entitled to get relief in accordance with the said Act.
15. Based on the pleadings filed by the parties here in above, the Hon'ble Court was pleased to frame the following issues on 02/08/2024 at exb.11.
  1. Whether the Party-I/Workman proves that he is a "Workman" as defined u/s 2(s) of the I.D. Act, 1947?
  2. Whether the Party-I/Workman proves that the action of the Employer in terminating his services w.e.f. 13/04/2023 is illegal and unjustified?
  3. Whether the Employer/Party-II proves that the present reference is not maintainable in view of reasons stated in para 1, 2, 6 and 7 of the written statement?
  4. Whether the Workman/Party-I is entitled to any relief?
  5. What order? What award?
16. My findings to the aforesaid issues are as under:
  - (a) Issue No. 1 : In the Negative.
  - (b) Issue No. 2 : Does not arise.
  - (c) Issue No. 3 : In the Affirmative.
  - (d) Issue No. 4 : In the Negative.

#### REASONS:

I have heard the oral arguments of Ld. Adv. Shri. S. Kamat appearing for the Party-I as well as Ld. Adv. Shri. S. Pathak appearing for the Employer. Both the parties also filed their synopsis of written arguments respectively. I have carefully perused the entire records and proceedings of the present case. I have also carefully considered the oral as well as written submissions advanced by the Ld. Advocates appearing for the respective parties and is of the considered opinion as under:

**17. Issue No. 1:**

The Employer resisted the claim of the Party-I by contending that the he is not a “workman” as defined under section 2(s) of the I. D. Act, 1947. Therefore the burden was cast on the party-I that he is the workman as defined u/s 2(s) of the I. D. Act, 1947.

**18. Section 2(s) of the I. D. Act, 1947 defines the term workman and it means.....**

*Section 2 (s), ‘Workman’ means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has laid to that dispute, but does not include any such person*

- (1) *who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or*
- (2) *who is employed in the police service or as an Officer or other employee of a prison or*
- (3) *who is employed mainly in a managerial or administrative capacity*
- (4) *who, being employed in a supervisory capacity draws wages exceeding Rs.10,000/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.*

Thus, in order to prove that the Party – I is/was a “Workman” as defined u/s 2(s) of the I. D. Act, 1947, one has to prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work and it is not enough that he/she was not performing the duties of supervisory, administrative and managerial in nature.

**19. In the case of *H. R. Adyanthaya v/s Sandoz (I) Ltd. reported in 1994 (69) FLR 593* the Hon’ble Supreme Court of India held that a person claiming to be a “workman” under the I. D. Act, 1947 must show that he was employed to do the work of any of the category which of manual, unskilled, skilled, technical, operational, clerical or supervisory and that is not enough that he was not covered by either of the four exceptions to the definition of the Workman.**

**20. In the case of *Management of M/s Sonepate Co-operative Sugar Mills Ltd. v/s Ajit Singh* reported in 2005 LAB IC 1315, the Hon’ble Supreme Court of India observed that the question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at the findings as regards the dominant nature of duty with a view to give effect to the expression to do “any manual unskilled, skilled, technical, operational, clerical or supervisory work”, the job of the concerned employee must fall within one or other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto, he would be a Workman”.**

**21. In the case of *Bhatiya General Hospital and anr. (Supra)*, the Hon’ble High Court of Bombay in para 16 and 18 observed as under:**

*“16. The definition of “workman” under section 2(s) of the Industrial Disputes Act, 1947 is of wide amplitude. Four classes of employees are, however, specifically excluded from the definition of workman. An employee who is employed mainly in a managerial or administrative capacity or the one who is employed in a supervisory capacity, draws wages exceeding Rs. 10,000/- per month or exercises, either by nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature is, inter alia, excluded from the definition of workman. The use of the term, “mainly” underscores the dominant nature of the duty so as to fall outside the protective umbrella of the labour legislation. By its very nature, the question as to whether an employee is a workman or not is rooted in facts”.*

*“17. This being the nature of the definition of workman, the nomenclature of the post held by an employee is not of decisive significance. It is in the nature of the duty and not the nomenclature of the position that matters. Whether the overall consideration of the duty performed by the employee satisfies the description of the duties being either supervisory or mainly managerial nature, is the question to be posed.”*

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

22. Thus, in order to prove that the Party – I was a “Workman” as defined u/s 2(s) of the I. D. Act, 1947, the Party – I has to prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work. It is well settled law that whether a person is a ‘workman’ or not as defined u/s 2 (s) of the I. D. Act, 1947 has to be decided on the basis of the predominant nature of duties performed by concerned person at the relevant time, it cannot lay down any straight jacket formula.
23. In the case of **Vinayak Baburao Shinde v/s. S.R. Shinde and Ors., reported in 1985 I CLR 318**, the Division Bench of Hon’ble High Court of Bombay observed as under:

*“The word “supervisor” means to oversee, that is to look after the work done by other persons. The word ‘supervision’ occurring in Section 2 (s) of the Industrial Disputes Act means supervision in relation to work or in relation to persons. The essence of supervision consists in overseeing by one person over the work of others. This also involves a power in the person overseeing to direct and control the work done by the persons over whom he is supervising. In an industrial establishment normally there are three layers of work. One is the clerical or the manual work which is done by the workmen, the second is the supervisory work done by a supervisor, and at a higher level is the work of a manager. The last mentioned officer is normally in a position to give orders and to see that the work is done. He has got powers to lay down the norms and to direct that the work shall be done in accordance with those norms. He has also, naturally, the power to take disciplinary action and in case where applications for leave are made it is within his power to sanction or reject those applications.”*

*A supervisor is distinguished from a manager in as much as he has no powers to command others to do a particular work. His function is to see that the work is done in accordance with the norms laid down by the management. If the work is done, he has to assist the workmen to do it correctly in accordance with the norms. If, however, a workman does not do the work correctly or properly, the supervisor has no power to take any disciplinary action. In the case of leave applications, a supervisor can only recommend them and not sanction or reject them, the latter being within the jurisdiction of a manager.”*

24. **In the case of National Engineering Industries Ltd. v/s Sri Kishan Bhageria, reported in(1988 (1) L.L.N. 675)**, the Hon’ble Apex court held that:

*A supervisor is one who has authority over others to superintend and direct. A supervisor may possess the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to direct them or to adjust their grievances or effectively to recommend such action. The work of a supervisor is distinguished from work which is of a clerical nature by the exercise of independent judgment. The decisions of the Supreme Court as well as of this court have been considered in a judgment of **Shri. Justice Rebello, speaking for this court, in Union Carbide (India) Ltd v/s. D. Samuel and others [1999 (2) L.L.N. 165]. The Bombay Dyeing and Manufacturing Company Ltd. v/s. R.A. Bidoo and Others [1989 (2) L.L.N. 483]** Division Bench of this court held that “a supervisor is an overseer. A person can be said to be a supervisor if there are persons working under him over whose work he has to keep a watch. A supervisor is empowered to take corrective steps if a subordinate errs in work assigned to him.*

25. **In the case of Tanojkumar B. Chatterji V/s. Solapur Municipal Corporation, reported in 2004(2 LLN 566)**, the Hon’ble High Court of Bombay, in para 5 of its judgment held as under:

*“5. Now, it is well-settled in this branch of law, as in many others, that designations are not dispositive. The Court has to have due regard to the real nature of the duties and functions. In so far as a supervisor is concerned, he or she is one who can bind the employer by taking some kind of decision on his behalf. National Engineering Industries Ltd. V. Sri Kishan Bhageria (1998 (1) L.L.N. 675). A supervisor is one who has authority over others to superintend and direct. A supervisor may possess the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them or to adjust their grievances or effectively to recommend such action. The work of a supervisor is distinguished from work which is of a clerical nature by the exercise of independent judgment. The decisions of the Supreme Court as well as of this Court have been considered in a judgment of Sri Justice Rebello, speaking for this Court, in Union others (1999 (2)L.L.N.165). The Bombay Dyeing and Manufacturing Company, Ltd. v. R. A. Bidoo and others (1989 (2) L.L.N.483), a Division Bench of this Court held that a supervisor is an overseer. A person can be said to be a supervisor if there are persons working under him over whose work he has to keep a watch. A supervisor is empowered to take corrective steps if a subordinate errs in work assigned to him”.*

26. **In the case of Twenty first Century Printers Ltd., Mumbai v. K.P. Abraham and Anr. reported in 2008 III CLR 616**, the Hon'ble High Court of Bombay in para 9 of its judgment held as under :

*“9. Black’s Law Dictionary (Eighth Edition) defines “management as the people in a company who are responsible for its operation. In Lloyds Bank Ltd. v. Panna Lal Gupta. (AIR 1967 SC 428), the Supreme Court held that a manager or administrator generally occupies a position of command or decision and is authorized to act in certain matters within the limits of his authority. This decision was subsequently referred to by their Lordships of the Supreme Court in S. K. Maini v. Carona Sahu Co. Ltd. (1994 II CLR 359) wherein the Supreme Court observed that a manager’s duty generally involve supervision as distinguished from the stereotype work of a clerk. Having regard to the duties and powers of the Purchase officer in question. I am of view that the respondent performed mainly a view that the respondent performed mainly a managerial function and is, therefore, excluded from the definition of “workman”.*

27. In the case of **Anand Regional Co-op. Oil Seeds Growers Union Ltd. v/s. Shailesh Kumar Harshadbhai Shah, reported in (2006) 6 SCC 548**, the Hon'ble Apex Court in para 15 explained the term ‘supervision’ as under:

*“15. Supervision contemplates direction and control. While determining the nature of the work performed by an employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being in charge of the section alone and that too it being a small one and relating to quality control would not answer the test.”*

28. In the case in hand, to prove his case, the party-I has examined himself as his sole witness. On the contrary, the Employer examined its HR manager Ms. Kiran Ramesh Soni as its witness. Since the Employer Challenged the status of the Party-I as a “workman” as defined u/s 2(s) of the I. D. Act, 1947, the Party-I is duty bound to prove that as a “Works Manager” employed with the Employer, he is a “workman” as defined u/s 2(s) of the I. D. Act, 1947.

29. To prove his case as a “workman” within the meaning of section 2(s) of the I.D. Act, 1947, the Party-I is required to plead and depose on evidence his predominant nature of duties. However, neither the Party-I failed to plead nor stated in his evidence, the predominant nature of duties and responsibilities which he was performing at the time of termination of his services as a Works Manager. Failure to plead and state of evidence, the Party-I has failed to prove that he is a Workman within the meaning of section 2(s) of the I.D. Act, 1947.

30. Even otherwise, the Party-I, in his oral evidence on record, deposed that he is well qualified worker both academically and technically (Science Graduate with PGD in Plastic Engineering from Central Institute of Plastics Engineering and Technology (CIPET) and also an MBA Operations Management Graduate having 25 years of work experience. He deposed that he was working efficiently as Work Manager with the Employer at their Kundaim Plant. He deposed that he had undertaken various initiatives to repair and run effectively the idle and under breakdown capital assets such as Screw Compressor, Air Handling Unit, Defective Moulds that were lying neglected for 4-5 years. He deposed that he had introduced daily production report to monitor work performance for improvement. He deposed that he had suggested to use liquid soaps and hand sanitizers after every toilet use to improve workers hygiene as the Employers products are mainly supplied to the major Pharma Companies. He deposed that he had introduced preventative maintenance protocol of moulds and tools for efficient working during their production run. He deposed that there was no drinking water storage facilities for the workers and employees in the company’s plant and he had taken immediate action and arranged it within 15 days of joining. He deposed that lizards and other insects were roaming inside the production zones which is completely floating the US and Canada FDA norms and current good manufacturing practices in compliance to the Pharma CGMP requirement. He deposed that he was the first to take initiative to find all such lapses and strengthen the CGMP. He deposed that there are many such good initiatives which he is mentioning a few of them only to highlight work performance and dedication to responsibilities. He deposed that however, stated that he was performing role as a operational and supervisory work and produced on record a copy of letter of offer dt.07/11/2022 at Exb.15. The party-I in his cross examination deposed that he had utilized his experience of managerial skills especially engineering skills. He admits that he used to supervise as well as checking the machinery. He deposed that he used to supervise all the 151 workers of the Employer

Company. On the Contrary, the sole witness of the Employer, Ms. Kiran Soni, HR Manager of the Employer in her Affidavit in Evidence deposed that the nature of duties of the party-I were purely managerial and supervisory in nature.

31. Indisputably, the party-I was appointed as works manager at GBCL, Goa by the Employer in a probation period for the first 6 months on a CTC of Rs.13,00,000/- per annum. The offer letter of the party-I at exb.15 on record indicates that the job role of the party-I were as production operation and maintenance of machine, production/productivity as per the targets/cycle time, Production should be as per the quality requirement in line of technical specification/drawing within 3% rejection level, Maintenance of Machines & Molds, Mold changing, Man power handling with co-ordial relations, Maintaining safety standards, Other office and admin responsibilities, Daily reporting to the management, Stores responsibilities and to coordinate for Purchase between head office and plant.
32. Thus, the party-I was appointed was a “Works Manager” at GBCL Goa on a annual total employment costs of Rs.13,00,000/- on a probation period for the first six months. The aforesaid duties and responsibilities as stated hereinabove implies that the Party-I was taking decision on behalf of the Employer. The aforesaid duties and responsibilities are managerial and supervisory in nature and as such the party-I is not a “workman” as defined u/s 2(s) of the I. D. Act, 1947. Hence, it is held that the party-I failed to prove that he is a workman as defined u/s 2(s) of the I.D. act, 1947. The issue No.1 is therefore answered in the Negative.

33. **Issue No. 2:**

While deciding the issue No.1 is hereinabove, I have discussed and come to the conclusion that the party-I is not a workman as defined in the section 2(s) of the I.D. Act, 1947. Thus the action of the Employer in terminating the services of the party-I w.e.f. 13/04/2023 is illegal and unjustified, does not arise. The issue No.2 is therefore answered as does not arise.

34. **Issue No. 3:**

The Employer, as by way of his preliminary objections, submitted that the reference is not tenable in law and on facts, that the Party-I has levelled false allegations and that the Party-II denied Employer relationship with the Party-I. The burden was cast on the Employer to prove its aforesaid allegations.

While deciding the issue No.1 is hereinabove, I have discussed and come to the conclusion that the party-I is not a workman as defined in the section 2(s) of the I.D. Act, 1947. The reference is therefore answered in the Negative. Hence, it is held that the Employer proved that the reference is not maintainable in view of the reasons stated in its written statement. The issue No.3, is therefore answered in the Affirmative.

35. **Issue No. 4**

While deciding the issue No.1 is hereinabove, I have discussed and come to the conclusion that the party-I is not a “workman” as defined in the section 2(s) of the I.D. Act, 1947. As the Party-I is not a “workman” within the meaning of section 2(s) of the I. D. Act, 1947, this Hon’ble Court has no jurisdiction to adjudicate the present reference. Consequently, the Party-I is not entitled to any relief. The issue No.4, is therefore answered in the Negative.

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

**ORDER**

1. It is held that Shri. Krushna Chandra Panda, Works Manager is not a ‘workman’ as defined u/s 2 (s) of the I.D. Act, 1947 (Central Act 14 of 1947).
2. It is further held that the action of the management of M/s. Gopaldas Visram and company Limited, B-56, Kundaim Industrial Estate, Kundaim-Goa, in terminating the services of Shri Krushna Chandra Panda, Works Manager, with effect from 13/04/2023, is illegal and unjustified, does not arise.
3. Shri. Krushna Chandra Panda, is not entitled to any relief.
4. No order as to costs.

Inform the Government accordingly.

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

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## Department of Personnel

### Order

No. 15/2/2020-PER/1182

Date: 29-Apr-2025

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

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Manoj Korgaonkar, Mamlatdar, Canacona	Mamlatdar, Dharbandora with additional charge of Joint Mamlatdar-I, Dharbandora
2.	Shri Gajesh P. Shirodkar, Joint Mamlatdar-III, Mormugao	Mamlatdar, Canacona

Shri Pravinjay Pandit, Mamlatdar, Mormugao shall hold the charge of Joint Mamlatdar—III, Mormugao in addition to his own duties.

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

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

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

Porvorim.

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### Order

5/3/2025-PER/1125

Date: 02-May-2025

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

Sl. No.	Name and present posting of the officer	Posted as
1.	Shri Ganesh Barve, Joint Director, Information and Publicity	Deputy Collector & SDM-I, Salcete.
2.	Shri Laxmikant R. Dessai, Chief Officer, Quepem Municipal Council with additional charges of Forest Settlement Officer, South and Chief Officer, Canacona Municipal Council	Chief Officer, Canacona Municipal Council with additional charge of Forest Settlement Officer, South.

Shri Manohar Lavu Karekar, Deputy Collector & SDM, Quepem shall hold the charge of Member Secretary, Ravindra Bhavan, Curchorem and Chief Officer, Quepem Municipal Council in addition to his own duties.

Shri Sanket Sakhardande, Assistant Commissioner of Excise-II shall hold the charge of Joint Director, Information and Publicity in addition to his own duties.

The Officer at Sr. No. 2 shall be governed by the standard terms of deputation as amended from time to time.

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

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

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

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**Order**

22/10/2018-PER/1130

Date: 03-May-2025

The Governor of Goa is pleased to order the transfer and posting of the following IPS officer, with immediate effect.

Sr. No.	Name & Designation	Present posting	Posted as
1.	Shri Akshat Kaushal, IPS (AGMUT:2018)	Superintendent of Police, North	Superintendent of Police, State Police Control Room

Shri Rahul Gupta, IPS (AGMUT:2017), Superintendent of Police Crime shall hold the charge of Superintendent of Police, North, in addition to his own duties, with immediate effect.

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

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

Porvorim.

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**Order**

5/3/2025-PER/1131

Date: 03-May-2025

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

Sr. No.	Name & present posting of the Officer	Posted as
1.	Shri Nehal G. Talaunekar Assistant Commissioner of State Taxes with additional charge of Chief Officer, Bicholim Municipal Council	Dy. Collector and SDM, Bicholim with additional charge of Chief Officer, Bicholim Municipal Council.
2.	Shri Bhimnath P. Khorjuvekar Dy. Collector and SDM, Bicholim with additional charge of Chief Officer, Sankhali Municipal Council	Assistant Commissioner of State Taxes.

Shri Shivprasad S. Naik, Dy. Collector and SDM, Pernem shall hold the charge of Chief Officer, Sankhali Municipal Council in addition to his own duties, until further order.

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

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

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

Porvorim.

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**Order**

5/3/2025-PER/1185

Date: 29-Apr-2025

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

Sl. No.	Name and present posting of the officer	Posted as
1.	Smt. Durga Kinlekar, Deputy Collector (Revenue), South	Under Secretary, Personnel-II.
2.	Shri Brucelee Jesus Nazario Savio Quadros, Awaiting posting	Deputy Collector (Revenue), South.
3.	Shri Praveen Shirodkar, Awaiting posting	Deputy Commissioner of State Taxes.
4.	Shri Jayesh Mayenkar, Project Officer, DRDA, North with additional charge of OSD, Mines and Administrator of Comunidade, Central Zone	Administrator of Comunidade, Central Zone.
5.	Shri Suyash Sinai Khandeparkar, Deputy Collector (LA), North with additional charge of Deputy Collector (Disaster Management), North	Chief Officer, Ponda Municipal Council with additional charge of Deputy Registrar, Goa Engineering College, Farmagudi.
6.	Shri Yogiraj Gosavi, Chief Officer, Ponda Municipal Council with additional charge of Deputy Registrar, Goa Engineering College, Farmagudi	Deputy Collector (LA), North with additional charge of Deputy Collector (Disaster Management), North.
7.	Shri Abhijeet Nikam, Deputy Commissioner of State Taxes	Administrator of Comunidade, South Zone.
8.	Shri Daulatrao Rane Sardesai, Awaiting posting	Project Officer, DRDA, North.
9.	Shri Agnelo D'souza, Deputy Director, Industries, Trade & Commerce with additional charge of Deputy Director (Admn.), Sports & Youth Affairs	Under Secretary, Revenue-II.
10.	Shri Prataprao Gaunkar, Awaiting posting	Deputy Collector & SDM, Canacona with additional charge of Member Secretary, Ravindra Bhavan, Canacona.
11.	Shri Raghuraj Faldesai, Under Secretary, Personnel-II with additional charge of Under Secretary, Personnel-I	Under Secretary, Personnel-I.

Shri Girish Sawant, Deputy Director, Apna Ghar holding additional charge of Deputy Director (Child Welfare), Women & Child Development shall also hold the charge of Deputy Director (Admn.), Women & Child in addition to his own duties.

Shri Pandurang Talgaonkar, Deputy Director (Admn.), O/o the DGP shall hold the charge of Deputy Director (Admn.), Sports & Youth Affairs in addition to his own duties.

Shri Naresh Gaude, Under Secretary, Finance (Exp.) shall hold the charge of Under Secretary, Finance (R&C) and Under Secretary (DMU) in addition to his own duties.

Shri Pratik Porob, Deputy Director (Admn.), Industries, Trade & Commerce shall hold the charge of Deputy Director, Industries, Trade & Commerce in addition to his own duties.

Shri Manohar Lavu Karekar, Deputy Collector & SDM, Quepem shall hold the charge of Chief Officer, Cuncolim Municipal Council in addition to his own duties.

The Officers at sr. No. 5 & 8 shall be governed by the standard terms of deputation as amended from time to time.

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

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

*Tushar Halarnkar*, Joint Secretary (Personnel).

Porvorim.



### Department of Public Health

#### Order

4/11/2025-II/PHD/999

Date: 29-Apr-2025

On recommendation of the Goa Public Service Commission as conveyed vide their No. COM/II/12/30(2)/2025/66 dated 01/04/2025, Government is pleased to declare the following doctor as having satisfactorily completed his probation period of two years and to confirm him in the post of Assistant Professor in Medical Imaging Technology under Allied Health Science Courses in Goa Medical College and Hospital, Bambolim, with effect from the date of completion of his probation period.

Sr. No.	Name of the Officer	Date of completion of probation period
1.	Shri Mohit Kumar Pandey, Assistant Professor in Medical Imaging Technology	17-11-2023

By order and in the name of Governor of Goa.

*Gautami S. Parmekar*, Under Secretary (Health-I).

Porvorim.



#### Order

4/26/2008-II/PHD/PART-II/1014

Date: 29-Apr-2025

On recommendation of the Goa Public Service Commission as conveyed vide their No. COM/II/11/30(2)/98/07 dated 01/04/2025, Government is pleased to promote the following Pharmacist to the post of Assistant Pharmaceutical Chemist (Group "B" Non-Gazetted) in Goa Medical College and Hospital,

Bambolim on regular basis in the Level 6 of Pay Matrix and other allowance to be fixed as per rules with immediate effect:-

1. Shri. Narayan A. Ghantkar.
2. Shri. Sebastiao Dias (ST).

The promotion is made against the vacancies occurred due to (i) retirement of Shri Pandurang Sawant, Assistant Pharmaceutical Chemist on attaining the age of superannuation on 30.06.2017 and revived vide Order No. 4/1/2018-II/PHD/1194 dated 14.08.2019; (ii) retirement of Smt. Lizette P. Almeida, Assistant Pharmaceutical Chemist on attaining the age of superannuation on 31.10.2022.

By order and in the name of Governor of Goa.

*Gautami S. Parmekar*, Under Secretary (Health-I).

Porvorim.

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**Department of Public Works**  
Office of the Principal Chief Engineer

**Order**

No. 14-17/PCE/PWD/EO/2024-25/31

Date: 02-May-2024

Ref: 1) Order No. 14-17-2012/PCE-PWD-EO/04 dated 18-04-2012.

2) Order No. 14-17/PCE/PWD/EO/2021-22/244 dated 10-02-2022.

In pursuance of sub-section (1) & (2) of Section 5 of the Right to Information Act, 2005 (hereafter called the “said Act”), the following officers are designated as State Public Information Officer and Assistant State Public Information officer for the below mentioned offices of Public Works Department, for carrying out the functions prescribed under the said Act in partial modification to this Department’s order referred above.

Sr. No.	Name of office	Officer designated as SPIO	Officer designated as ASPIO
1.	Office of Chief Engineer-I	Assistant Surveyor of Works, O/o Chief Engineer-I	Junior Engineer, O/o Chief Engineer-I
2.	Office of Chief Engineer-II	Assistant Surveyor of Works, O/o Chief Engineer-II	Junior Engineer, O/o Chief Engineer-II
3.	Office of Chief Engineer (NH,R&B)	Assistant Surveyor of Works, O/o Chief Engineer (NH, R&B)	Junior Engineer, O/o Chief Engineer (NH, R&B)

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

*U. P. Parsekar*, Principal Chief Engineer (PWD) & Ex-Officio Addl. Secretary.

Panaji.

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## Department of Revenue

### Order

35/03/01/2025-RD/2037

Date: 05-May-2025

In exercise of the powers conferred by Clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899), as in force in the State of Goa, the Government of Goa hereby remits whole stamp duty payable under the said Act by the Cofre Da Capela De N. Sra Das Angustias, De Palmar Grande, Chinchinim, Salcete, Goa, on Deed of Sale towards purchase of plot admeasuring 2,300 sq. mtrs., under Survey No. 91/10 in Chinchinim Village of Salcete Taluka, Goa.

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

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

Porvorim.

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## Department of Town and Country Planning

Office of the Chief Town Planner (Admn.)

### Order

21/22/RTI-GEN/TCP-HQ/2020-21/908

Date: 06-May-2025

In supersession of all earlier orders pertaining to appointment of Public Information Officers and Appellate Authority in the Headquarters, Office of Town and Country Planning Department, Panaji and in pursuance to Section 5(1) and 19(1) of the Right to Information Act, 2005, the following officers are hereby appointed as Public Information Officers as specified in the column No. 2 and Appellate Authority as specified in column No. 4, with immediate effect until further orders:

Sr. No	Name/Designation of Public Information Officer	Unit/Section/Subjects	Appellate Authority
1	2	3	4
1.	Smt. Tecla Fernandes, Superintendent Public Information Officer-1	Administration	Dy. Director (Administration)
2.	Smt. Anushka Hadkonkar, Statistical Assistant Public Information Officer-2	Statistics/Revenue/Budget Registration of professionals	Shri. M.K.C. Srikanth, Town Planner (HQs)/D.D.O.
3.	Kum. Saloni Naik, Accountant Public Information Officer-3	Accounts matters	Shri M.K.C. Srikanth, Town Planner (HQs)/D.D.O.
4.	Shri Prakash P. Bandodkar, Dy. Town Planner, Public Information Officer-4	Section 17 (2) matters/ Regional Plan matters and matter related to Section 39 (A),	Shri Vinod Kumar Chandra, Town Planner (HQs).

5.	Shri Manguirish N. Verenkar, Dy. Town Planner Public Information Officer-5	TCP Board/Petroleum Rules/16-A Committee (Public Projects), Court matters, Storage of explosives/petroleum products	Shri Vinod Kumar Chandra, Town Planner (HQs)
6.	Smt. Sampurna P. Bhagat, Dy. Town Planner, Public Information Officer-6	Complaints (Public Grievances)/Complaints (Offline)/Miscellaneous (Technical)/Consumer Protection Court matters	Shri Anand Deshpande, Town Planner
7.	Shri Ram alias Tanay Sandesh Timblo, Dy. Town Planner, Public Information Officer-7	Conservation/30% FAR for 4 & 5 Star Hotels/ Land Acquisition by TCP Dept./Compensation issues etc., /Zoning Plans/ODP related matters/ NMA/Mopa Airport related matters	Shri Anand Deshpande, Town Planner
8.	Shri. Snoken Luis Caetano Dias Dy. Town Planner Public Information Officer-8	Legislation/TCP Act/ GLDBCR/Regulations/ BPAMS/matters related to IGBC/Notary Architect/Engineer/ Deregulations/Garbage Management Site issues	Shri M.K.C. Srikanth, Town Planner (HQs)/D.D.O.
9.	Shri. Rajesh Tirodkar, Planning Assistant, Public Information Officer-9	Matters related to Section 17-A	Chief Town Planner (Land Use)
		Matters related to Committee for regulation 6.1.1 and 25000m2 & above	Shri Vinod Kumar Chandra, Town Planner (HQs)

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

*Vertika Dagur*, Chief Town Planner (Administration).

Panaji.



### Department of Transport

Directorate of Transport

#### Order

5/2/93-Tpt/P.F./1172

Date: 30-Apr-2025

Consequent upon the promotion of Motor Vehicle Inspector, the following Assistant Director of Transport are hereby transferred with immediate effect on administrative grounds.

Sr. No.	Name of the Assistant Director of Transport	Present posting	Posting on transfer
1.	Shri Kamlakant Karapurkar	O/o. A.D.T., Bicholim	O/o. A.D.T., Pernem
2.	Shri Sanjay Parwadkar	Newly promoted	O/o. A.D.T., Bicholim

The above Assistant Directors of Transport are directed to join the new place of posting immediately and complete handing over/taking over formalities accordingly.

Further, the said Officers are directed not to avail joining period or any type of leave till they assume charge at the new place of posting.

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

*P. Pravimal Abhishek*, IAS, Director of Transport.

Panaji.

### Department of Tribal Welfare

Directorate of Tribal Welfare

#### Order

DTW/Scheme/MY/2024-25/5805

Date: 06-Mar-2025

Read:- Order No. DTW/2023-24/3286 dated 08-11-2023.

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

And whereas, vide order No. DTW/Scheme/MY/2023-24/3286 dated 08/11/2023, Kamat Nursing Home, Upper Bazar, Shantinagar, Ponda-Goa was empanelled under Matrutva Yojana Scheme with the approval of the Government.

And whereas, Dr. Abhijit Kamat, Kamat Nursing Home, Upper Bazar, Shantinagar, Ponda-Goa vide email dated 23/12/2024 has informed “Inability to continue service under Matrutva Yojana Scheme” due to demise of Dr. Jayant R. Kamat.

And whereas, the Monitoring Committee recommended to de-empanell Kamat Nursing Home, Upper Bazar, Shantinagar, Ponda-Goa under Matrutva Yojana Scheme.

Now, therefore, Kamat Nursing Home, Upper Bazar, Shantinagar, Ponda-Goa is stands de-empanelled under Matrutva Yojana Scheme with immediate effect.

This is issued with the approval of Government vide U.O. No. 9263/F dated 18/02/2025.

By order and in the name of Governor of Goa.

*Dashrath M. Redkar*, Director & Ex-Officio Joint Secretary (Tribal Welfare).

Panaji.

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