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Note: There is one Extraordinary issue to the Official Gazette Series II No. 24 dated 10-9-2026, namely, Extraordinary dated 16-9-2026 from pages 1471 to 1472 regarding Corrigendum from State Election Commission, Goa.

GOVERNMENT OF GOA

Department of Labour

Notification

No. 28/02/2026-LAB/Part-IV/375

Date : 17-Aug-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 16/07/2026 in Case No.LC-II/Appln/12/2026 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

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

Case No. LC-II/Appln/12/2026.

Smt. Diksha Parab,
r/o Halli, Chandel,
Pernem, North Goa-403512

V/s

The Managing Director,
M/s. MINCO India Pvt. Ltd.,
D2, 34/35, Tivim Industrial Estate,
Karaswada, Mapusa, Bardez,
Goa, India. Pin Code- 403507

.... Workperson/Party-I

.... Employer/Party-II

Workperson/Party-I represented by Ld. Rep. Shri G. J. Fernandes.

Employer/Party-II absent, marked an Ex-parte.

Panaji, Dated: 16/07/2026.

AWARD

1. By this Award, I shall disposed off the present petition filed by the Workperson u/s 2-A (2) of the I.D. Act, 1947.

2. It is the case of the Workperson/Party I (for short the 'Workperson'), in brief as per her statement of claim filed in the present proceedings that she was employed by the Employer / Party II (for short, 'the Employer') as 'Housekeeping Operator' initially for 6 years on contract basis. She stated that thereafter she was employed on probation for 2 years and was thereafter confirmed in the services of the Employer on 22/05/2025. She stated her services have been terminated by a letter dt. 19/08/2025. She submitted that no Show Cause Notice, Charge-sheet, Inquiry, Findings of Inquiry etc. were issued against her. She submitted that the disciplinary process as prescribed under application of labour law was not at all, complied with by the Employer. She submitted that she preferred a complaint to the Conciliation Officer under the I. D. Act, 1947. She stated that the Asstt. Labour Commissioner, Mapusa-Goa initiated Conciliation Proceedings vide communication dt. 11/11/2025. She stated that she sought reinstatement in service with full back wages and all consequential benefits in the Conciliation Proceedings. She stated that being aggrieved by the refusal of the Employer and more than the prescribed period under law having elapsed is constrained to seek recourse to this legal remedy prescribed under the I. D. Act, 1947. She submitted that the termination of her services was high handed and in utter violation of the principles of natural justice besides being arbitrary and whimsical. She submitted that the termination of her services is illegal, unjustified and bad-in-law. She stated that she remained unemployed from the date of termination of her services w.e.f. 19/08/2025. She stated that she made efforts to gain an alternate employment however she could not succeed. The Workman therefore prayed that the Employer be directed to reinstate her in its services with full back wages, continuity in service and consequential benefits.

3. Upon receiving the aforesaid petition u/s 2-A of the I. D. Act, 1947 a notice was issued to the Employer however on the first day of hearing on 09/03/2026 Shri C. Roy appeared on behalf of the Employer and undertakes to file his letter of authority and as such the case was adjourned to 17/03/2026. On 17/03/2026, both parties remained absent and as such the case was adjourned to 09/04/2026. On and from 09/04/2026 the Applicant was represented by Shri G. J. Fernandes. On the contrary, none present for the Employer and hence a notice was again issued to the Employer and the case was adjourned to 08/06/2026. On 08/06/2026, the Applicant was represented by Shri G. J. Fernandes. On the contrary, none remained present for the Opponent though duly served. Hence, the Opponent has been marked as an Ex-parte.

4. The following issues have been framed on 02/07/2026 at Exb. 4A.

1. *Whether the Applicant proves that the termination of her services w.e.f. 19/08/2025 is illegal and unjustified?*
2. *Whether the Applicant is entitled to any relief?*
3. *What Order? What Award?*

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

- (a) Issue No. 1 : In the affirmative
- (b) Issue No. 2 & 3 : As per final order.

I have heard the oral arguments of Ld. Rep. Shri G. J. Fernandes appearing for the Applicant. On the contrary, none remained present at the time of final arguments. I have carefully perused the entire records of the present case. I have carefully considered the submissions advanced before me and is of the considered opinion as under:

REASONS

6. *Issue No. 1:*

The evidence on records indicates that initially, the Workperson was in the employment of the Employer in the Housekeeping Department as 'Housekeeping Operator' for 6 years on contract basis. The evidence on records indicates that thereafter the Workperson was appointed on probation for 2 years and thereafter her services has been confirmed by the Employer to the post of 'Housekeeping Operator' w.e.f.

01/04/2025 by its letter dt. 22/05/2025. The evidence on records indicates that the services of the Workperson were terminated by the Employer by its letter dt. 19/08/2025. Upon perusal of the termination letter at Exb.7 issued to the Workperson, it was alleged that the Workperson was involved in the serious breach of company policy. Specifically on 19/08/2025 the Workperson were observed accessing a secured drawer in the HR and Admin Department without authorization and using her mobile phone to take photographs of confidential bonus statements and this action of the Workperson constitutes a violation of company's confidentiality and security policies as outlined in the Employee handbook. The evidence on record indicates that no Show Cause Notice, Charge-Sheet, Inquiry, Findings of Inquiry etc. were issued to the Workman. In other words no disciplinary action were conducted however the services of the Workperson were terminated without following principles of natural justice. Even otherwise, the misconduct alleged against the Workperson is not grave and serious. The Workperson could have been issued a warning letter. Thus, the action of the Employer in terminating her services is in violation of the well established principles of natural justice and as such the said action of the Employer in terminating the services of the Workperson is arbitrary and whimsical. Thus, the Workperson proved that the action of the Employer in terminating her services is illegal, unjustified and bad-in-law. The Issue No.1 is therefore, answered in the affirmative.

7. Issue No. 2:

While deciding the issue No. 1 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workperson w.e.f. 19/08/2025 is illegal and unjustified. The evidence on record indicates that the Workperson was unemployed from the date of termination of her services till date. The Workperson is therefore entitled for reinstatement in service with full back wages, continuity in service and consequential benefits thereof.

The evidence on records indicates that the services of the Workperson has been terminated by the Employer w.e.f. 19/08/2025 without holding any disciplinary inquiry or any other procedure under Labour Laws. The Employer therefore shall pay a cost of Rs. 25,000/- (Rupees Twenty five thousand only) to the Workperson.

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

ORDER

1. It is held that the action of the Employer in terminating the services of the Workperson Mrs. Diksha Parab, is illegal, unjustified and bad-in-law.
2. It is held that the Employer M/s. MINCO India Pvt. Ltd., D2, 34/35, Tivim Industrial Estate, Karaswada, Mapusa, Bardez, Goa is hereby directed to reinstate the Workperson namely Mrs. Diksha Parab with full back wages, continuity in service and consequential benefits thereof.
3. The Employer M/s. MINCO India Pvt. Ltd., D2, 34/35, Tivim Industrial Estate, Karaswada, Mapusa, Bardez, Goa, shall pay a cost of Rs. 25,000/- (Rupees Twenty five thousand only) to the Workperson Mrs. Diksha Parab.

Inform the Government accordingly.

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

Panaji.

Notification

No. 28/02/2025-LAB/Part-VI/376

Date : 18-Aug-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 23/07/2026 in Case No. LC-II/IT/01/2022 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Case No. LC-II/IT/01/2022.

Shri Siddesh Naik,
since deceased through
his Legal heirs,

..... Workman/Party I

1. Smt. Punam Siddesh Naik

2. Mast. Manthan Siddesh Naik
Both r/o H. No. 277, Bhandar wada,
Amona, Sanquelim-Goa

V/s

M/s. Colgate Palmolive (India) Ltd.,
Having office at Plot No. 154, 158 & 160,
Kundaim Industrial Estate,
Kundaim-Goa

..... Employer/Party II

Workman/Party-I marked as Ex-parte.

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

Panaji, Dated: 23/07/2026.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 03/01/2022, bearing No. 28/56/2021-LAB/5 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji Goa, constituted under Section 7(1) of the said Act.

“(1) Whether the action of the management of M/s. Colgate Palmolive (India) Limited, Plot No. 154, 158 and 160, Kundaim Industrial Estate, Kundaim, Goa, in dismissing Shri Siddesh Naik, Operator from services, with effect from 28/06/2021, is legal and justified?”

“(2) If not, what relief, the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/01/2022 and a registered A/D notice was issued to the Parties. In pursuance to the said notice, Parties put in their appearance. The Workman/Party-I (for short ‘Workman’), filed his Statement of Claim on 27/07/2022 at Exb. 5. The facts of the case in brief as pleaded by the Workman are that the Employer/Party-II (for short “Employer”) is having its factory at Kundaim Industrial Estate, Kundaim-Goa. He stated that the Employer manufactures toothpaste. He stated that the Employer employs over 450 workers at Kundaim Factory besides office staff and management staff. He stated that all workers are presently members of one Trade union by name Colgate Workers Union. He stated that the Employer is having three factories under one establishment. He stated that the said three factories are named as Advance Oral Care Limited (AOC), Professional Oral Care Limited (POC), and Flex Factory. He stated that AOC and POC factories were earlier acquired by the Employer and Flex factory was set up by the Employer in the year, 2008. He stated that the Employer acquired AOC and POC in the year 2011 along with their employees with all continuity in service and today all three factories are one factory for all legal and administrative purposes.

3. He stated that he was employed as an “Operator” with the Employer since 01/02/2005. He stated that his services were confirmed as an Operator. He stated that his services was wrongly terminated on 28/06/2021. He stated that he was working honestly and efficiently with the Employer since the date of his joining service. He stated that except the misconduct of absenteeism for which he has been charge-sheeted, he has no other bad record. He stated that he was issued a charge-sheet dt. 05/08/2019 alleging that he had remained absent from duty on April, 30, 2019 for one day, May, 1-16 and 20-31 for 28 days, July 1-31 for

31 days and August, 2019 for 5 days. He stated that he replied to the Charge-sheet vide his reply dt. 12/08/2019 denying the allegations and giving justifications for his absence. He stated that the Employer, thereafter held an enquiry into the said Charge-sheet. He stated that Mr. S. K. Manjrekar was appointed as an Enquiry Officer to conduct the enquiry. He stated that he was represented by Shri Subhash Naik George, President Colgate Palmolive Union, in the said enquiry. He stated that the enquiry proceedings were closed by the Ld. Enquiry Officer on 05/03/2021 without recording his statement and without examining any witnesses on his behalf which fact is admitted by the Ld. Inquiry Officer in his findings. He stated that Ld. Inquiry Officer thereafter gave his findings of inquiry conducted by him by his findings dt. 27/03/2021. He stated that his defence is that because of his personal family problems, he was under tension and depression and therefore he remained absent. He stated that he has sufficient leave balance to his credit. He stated that the absenteeism mentioned in the Charge-sheet has been treated as unauthorized absent because he has not followed the leave rules, the leave applying procedure and might have not applied for any kind of leave. He stated that his absence mentioned in the Charge-sheet was considered as unauthorized absence, even though he has leave to his credit in the leave card. He stated that the Ld. Inquiry Officer conducted enquiry in total violation of principles of natural justice. He stated that he only examined management witnesses and did not examine Workman's witnesses. He stated that based on the findings of the Ld. Enquiry Officer, the Employer issued a final show cause notice dt.15/06/2021. He stated that in the said final show cause notice, the Employer levelled several new false charges and allegations which are not proved and which are not part of the charge-sheet. He stated that on the basis of the said unproved charges and allegations, the Employer dismissed him from service. He stated that the Employer, without waiting for his reply to the final show cause notice, dismissed him vide dismissal letter dt. 28/06/2021 which is outright illegal and unjustified. Aggrieved by the decision of the Employer to wrongfully terminate his services, he, vide his letter dt.04/07/2021, raised an industrial dispute demanding reinstatement with full back wages and continuity in service which ended in failure.

4. He submitted that his termination of services w.e.f. 28/06/2021 is illegal and unjustified for the following among other grounds which may be taken without prejudice to one another that charges levelled in the charge-sheet are not proved, final show cause notice levels additional charges not proved in the enquiry nor pleaded in the charge-sheet and on the basis of unproved charges dismissal order is issued to him, termination is in violation of principles of natural justice, Standing order makes it mandatory that enquiry should be held in accordance with the principles of natural justice by giving both the sides opportunity of being heard. He submitted that Ld. Enquiry Officer only heard the management but did not hear the Workman, statement of the Workman was not recorded, his witnesses were not examined, his documents and his reply to the charge –sheet were not taken on record. He submitted that findings were one sided and biased in favour of the management and hence bad in law. He submitted that termination of Workman is with retrospective which is bad in law. He stated that the Workman received termination letter on 29/06/2021 terminating his services w.e.f. 28/06/2021. He submitted that Ld. Enquiry Officer and management have travelled beyond the Charge-sheet to dismiss him from service which is bad in law, What is not pleaded, alleged or charged in the charge sheet cannot be considered while imposing punishment or giving findings. He submitted that Ld. Enquiry Officer has given findings on what is not pleaded or charged or alleged in the charge sheet. Hence, findings of Enquiry Officer are perverse. He submitted that the management, in the final show cause notice, has considered what is not pleaded, alleged or charged in the charge sheet for imposing punishment which is bad in law. He submitted that the final show cause notice and dismissal letter issued to the Workman is bad in law as the same is based on allegations not pleaded in the charge sheet and which are false. He submitted that the findings dt.27.03.2021 are perverse and not based on the charge-sheet or the material on record of enquiry proceedings. He submitted that the punishment is highly disproportionate and cannot be imposed even if charges are proved as the charges are minor misconduct as per Standing Orders and only minor punishment can be imposed. He submitted that both the Ld. Enquiry Officer and the Employer have travelled beyond the charge-sheet while giving findings and while imposing punishment which is bad in law. He submitted that the Workman had leave to his credit at the relevant time and if the same was sanctioned, it would not have been misconduct. He submitted that he could not attend duty due to circumstances beyond his control for which dismissal cannot be given. He stated that the management was informed about the same from time to time and was aware of his problems which was genuine. He stated that he is working in the factory for over 15 years. He stated that other than absenteeism, no other charges have been leveled against him during his entire services period, hence, dismissal from services is highly disproportionate and unjust and

ought to be set aside and replaced with minor punishment. He stated and submitted that as his dismissal from service is illegal and unjustified, he should be reinstated in service with full back wages and continuity of service with costs. He stated that under section 11 of Industrial Disputes Act, this Hon'ble Labour Court has powers to look into the punishment issue and set it aside if found to be too harsh, unjust and disproportionate. He stated that since the date of his termination, he is unemployed and he is unable to get a job. He stated that he is being supported by his family members. The Workman therefore humbly prays that he be reinstated in service with full back wages and continuity of service with cost.

5. The Employer controverted the claim of the Workman by filing its written statement on 29/09/2022 at Exb. 6. The Employer, as and by way of its preliminary objections, submitted that the reference is bad-in-law, not maintainable and ought to be rejected on the following grounds, each one of which is urged in alternative and without prejudice to one another. The Employer admitted that the concerned Workman was working with the Employer as an "Operator" since 01/02/2005. The Employer submitted that it has been found that the concerned Workman has committed a serious acts of misconduct of remaining unauthorizedly absent on various occasions. The Employer submitted that based on such behaviour, the Workman was issued a charge-sheet dt.05/08/2019 and thereafter an enquiry was held against him. The Employer submitted that during the enquiry, the Workman was represented by Mr. Subhash Naik George, the President of Colgate Palmolive Employees Union. The Employer submitted that the enquiry was conducted by following the principles of natural justice whereby adequate appropriate opportunities were given to the concerned Workman to defend himself in the enquiry. The Employer submitted that after completing the enquiry and appreciating the evidence on record of the enquiry, the Ld. Enquiry Officer submitted the report/findings dt. 27/03/2021 wherein he came to the conclusion that the following charges were proved against the concerned Workman which are Clause 12 Sub Clause (VI): Absence without leave or absence without leave for 3 consecutive days or 7 days in a month, Clause 12 Sub Clause (VII): Breach of any standing order or any law applicable to the establishment or any rules made there under, Clause 12 Sub Clause (XII): Neglect of work or gross or negligence or gross neglect of work and Clause 12 Sub Clause (XVIII): Breach of any of the provisions prescribed to be complied with by a Workman under the standing orders. The Employer submitted that the Ld. Enquiry Officer submitted the original enquiry proceedings and its connected papers along with the finding in which he had come to the conclusion that the above charges are proved against the concerned Workman. The Employer submitted that its competent authority after going through the entire enquiry proceedings and its connected papers along with the findings of the Ld. Enquiry Officer concurred with the Enquiry Officer. The Employer submitted that upon receipt of the finding of the Ld. Enquiry Officer, a show cause notice dt. 15/06/2021 was issued to the concerned Workman and a copy of the findings of the Ld. Enquiry Officer was also sent to him. The Employer submitted that if this Hon'ble Court goes through the contents of the show cause notice, it is very much observant that not only the charges framed are proved but also serious in nature. The Employer submitted that the past records of the concerned Workman are also bad. The Employer submitted that in view of the same, they having regards to the circumstances mentioned in the show cause notice, advised the concerned Workman to give a written explanation to the same informing as to why his services shouldn't be terminated for the misconduct conducted by him and also considering the past records. The Employer submitted that the concerned Workman did not submit his written submissions in reply to the show cause notice on 15/06/2021. The Employer submitted that its competent authority, after going through the finding and the proved framed charges against the concerned Workman and considering his past records decided to dismiss the concerned Workman and accordingly he was dismissed vide the letter dt. 28/06/2021. The Employer submitted that the entire action on its part is legal and justified and this Hon'ble Court should not interfere with the justified and legal action taken by them. The Employer submitted that no case of whatsoever nature exist for interference with its decision and this Hon'ble court ought to reject the reference in Toto. The Employer submitted that in the event this Hon'ble Court comes to the conclusion that the enquiry conducted by the Ld. Enquiry officer is not fair and proper or that the charges are not proved against the Workman, they may be allowed to lead additional evidence to justify its case of dismissal.

6. The Employer admitted that it has its industrial establishment in Kundaim Industrial Estate and its entire establishment is within one complex. The Employer stated that the Workman was dismissed after holding a fair and proper enquiry and also by looking upon the past record of the concerned Workman. The Employer stated that the Workman has been habitually absence and it has reflected in his record multiple times. The Employer stated that the Workman has been issued a warning letter in 2012, a show cause letter

and final warning letter in 2013, absenteeism letters in 2014 and 2016, show cause and final warning letter in 2017, a further show cause and charge-sheet with the enquiry in 2018. The Employer stated that the Workman was suspended in 2019 following which the current charge-sheet was issued and enquiry was conducted. The Employer submitted that the habitual absenteeism is a severe Acts of misconduct in its Standing Orders. The Employer admitted that the charge-sheet was issued to the Workman on 05/08/2019 containing the details mentioned therein with regard to the absenteeism record. The Employer admitted that an enquiry was held after framing the charge-sheet wherein Mr. S. K. Manjrekar was appointed as an Enquiry Officer. The Employer stated that the enquiry proceedings started on 20/08/2010 and ended on 05/03/2021 with about 20 enquiry seating's. The Employer stated that due to the casual attitude of the Workman and his defence representative towards the enquiry proceedings, the proceedings were adjourned on multiple times. The Employer stated that the Workman did not report to the enquiry proceedings even after receiving multiple notices of enquiry and as such the Ld. Enquiry Officer had to take into cognizance of delay caused by the Workman and had to close the enquiry ex-parte. The Employer admitted that the Ld. Enquiry officer gave his findings on 27/03/2021. The Employer admitted that according to the leave card in the beginning of 2019 had a balance of 7 days of C. L., 28 days of P. L. and 2 R.H. but the absenteeism without prior intimation and approval of the supervisor is considered as an unauthorized absenteeism. The Employer stated that the rules for applying leave in the Standing Orders clearly provide the guidelines for taking leaves and also provide the opportunity for the Workman to apply for leaves after returning for the period of absence in case of any exigencies or unforeseen circumstances. The Employer stated that the Workman has not followed the leave rules or has submitted his application for the leaves against the leave balances available. The Employer denied the overall case as pleaded by the Workman and submitted that the statement of claim of the entire reference is bad-in-law and ought to be dismissed with no reinstatement in service, with full back wages and continuity in service with costs.

7. Ld. Rep. Shri Subhash Naik George appearing for the Workman submitted that he does not wish to file any re-joinder on behalf of the Workman.

8. Based on the pleadings filed by the parties hereinabove, this Hon'ble Court was pleased to framed the following issues on 07/11/2022 at Exb. 7.

1. *Whether free, fair and proper enquiry was conducted against the Workman/Party-I in respect of Charge-sheet dt. 05/08/2019?*
2. *Whether the charges of misconduct leveled against the Workman vide charge-sheet dated 05/08/2019 have been proved satisfaction of this Court by acceptable evidence?*
3. *Whether the Workman/Party-I proves that the action of the management in dismissing of his services w.e.f. 28/06/2018 is illegal and unjustified?*
4. *Whether the Employer/Party-II proves that the present order of reference is bad in law in view of the reasons stated in para (A) to (I) of its Written Statement?*
5. *Whether the Workman is entitled to any relief?*
6. *What order? What Award?*

9. My answered to the aforesaid issues are as under:

- | | | |
|--------------------|---|--------------------|
| a) Issue No.1 | : | In the Affirmative |
| b) Issue No. 2 | : | In the affirmative |
| c) Issue No. 3 | : | In the negative |
| d) Issue No. 4 | : | In the affirmative |
| e) Issue No. 5 & 6 | : | As per final order |

I have heard the oral arguments of the Ld. Adv. Shri M. S. Bandodkar representing the Employer. None present for the Workman at the time of final argument. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me.

REASONS

10. Issue No. 1 & 2:

By order dt. 16/03/2026 passed in my findings on preliminary issues No. 1 & 2. I have discussed and came to the conclusion that a free, fair and proper enquiry was conducted against the Workman/Party-I in respect of Charge-sheet dt. 05/08/2019 and that the charges of misconduct leveled against the Workman vide charge-sheet dated 05/08/2019 have been proved satisfaction of this Court by acceptable evidence. The issue No.1 and 2 are therefore answered in the Affirmative.

11. Issue No. 3:

In the case of **V. N. S. Engineering Services v/s. Industrial Tribunal of Goa, Daman and Diu and Anr.**, reported in 1987 II LLN 968, the Hon'ble High Court of Bombay has held that *"there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he, who approaches a court for relief, should prove his case i.e. the obligation to lead evidence to establish an allegation. The test being that he, who does not lead evidence, must fail. The Hon'ble High Court of Bombay further held that the provisions of Rule-10-B of the I.D. (Central Rules), 1957 which requires the party raising a dispute to file a statement of demands relating only to the issue in the order of reference for adjudication within 15 days from the receipt of the order of reference and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial disputes, is bound to prove the contention raised by him and an Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute"*.

12. In the case of **Airtech Pvt. Ltd. v/s. State of U. P. & Ors.**, reported in 1984 (49) FLR 38, the Hon'ble High Court of Allahabad has held that *"the matter can be looked at from another angle, which party will fail if the evidence is not led before the Labour Court in proceedings in a reference made to it for adjudication by the State Government? The obvious answer is that the workman will fail. Here the reference was made by the State Government at the instance of the workman and for the benefit of the workman. In the absence of any evidence led by or on behalf of the workman, the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. This matter was dealt with by the Supreme Court in Shankar Chaudhart v/s. Britania Biscuits Co. Ltd. in paragraph 30th Court held that the Labour Court or Industrial Tribunal have all the trappings of a court. In paragraph 31 it held that any party appearing before a Labour Court or Industrial Tribunal 'Must' make a claim or demur the claim of the other side and when there is burden upon it to prove or establish the fact so as to invite a decision in its favour, it has to lead evidence. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led. It must seek an opportunity to lead evidence"*.

13. In the case of **V. K. Raj Industries v/s Labour Court (I) and Ors.** reported in the year 1981 (29) FLR, 194 of Allahabad High Court has held that the proceedings before the Industrial Tribunal are judicial in nature, even though the Indian Evidence Act, is not applicable to the proceeding before the Industrial Court, but the principle underlying the said Act are applicable. The High Court has held that *"it is well settled that if a party challenges the validity of an order and if no evidence is produced, the party invoking the jurisdiction must fail. The High Court has also held that if the workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he will not be entitled any relief"*.

The principle laid down by the Hon'ble High Courts in its respective case are still holds good. Applying the law laid down by the Hon'ble High Courts.

14. In the instant case, the order of reference has been issued by the Government of Goa at the instance of the Workman, who has raised the present dispute pertaining to his alleged termination of services by the Employer w.e.f. 28/06/2021 by contending to be illegal and unjustified. The Workman appeared before this Hon'ble court and filed his pleadings, setting up the grounds of challenge to his alleged illegal termination of service. The Employer resisted the claim of the Workman by contending that it has terminated the services of the Workman by following the procedure of law and the termination order is just, fair and proper. The Workman has however failed to lead any material evidence either oral or documentary in support of his pleadings. On the contrary, the Employer examined its witnesses. The said oral as well as documentary evidence remained unchallenged for want of denial. Hence, it is held that the Workman failed to prove that the action of the Employer in terminating the services of the Workman w.e.f. 28/06/2021 is illegal and unjustified. Thus, in the absence of any evidence, it is held that the action of the Employer in

terminating the services of the Workman w.e.f. 28/06/2021 is legal and justified. The issue No.3 is therefore answered in the Negative.

15. *Issue No. 4:*

While deciding the issue No.1, I have discussed and came to the conclusion that a free, fair and proper enquiry was conducted against the Workman/Party-I in respect of Charge-sheet dt. 05/08/2019. Similarly, while deciding the issue No. 2, I have discussed and come to the conclusion that the charges of misconduct leveled against the Workman vide charge-sheet dated 05/08/2019 have been proved to the satisfaction of this Court by acceptable evidence. While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the action of the management of the Employer in dismissing the services of the Workman w.e.f. 28/6/2021 is legal and justified. This proves that the reference is bad-in-law and not maintainable and is liable to be rejected. Hence it is held that the Employer proved that the present reference of order is bad-in-law in view of reasons stated in para (A) to (I) of the Written Statement. The issue No. 4 is therefore answered in the Affirmative.

In view of above I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Colgate Palmolive (India) Limited, Plot No. 154, 158 and 160, Kundaime Industrial Estate, Kundaime, Goa, in dismissing Shri Siddesh Naik, Operator from its services, with effect from 28/06/2021, is legal and justified.
2. It is held that the deceased Workman Shri Siddesh Naik is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

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

Panaji.

Notification

No. 28/03/2026-LAB/Part-I/383

Date : 21-Aug-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 27/07/2026 in Case No. LC-II/IT/12/2014 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Manesh Hari Kedar, Under Secretary (Labour).

Porvorim.

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

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

Case No. LC-II/IT/12/2014.

Shri Mahableshwar A. Naik,
Rep. by the President,
Goa Trade & Commercial Worker's Union,
Velho's Building, Opp. Municipal Garden, Panaji-Goa.

Workman/Party-I

V/s

1. The General Manager,
M/s. Meta Copper & Alloys Ltd.,
Zuarinagar, Sancoale, Goa. Employer/Party-II (1)
2. The Canara Bank,
ARM Branch,
Mathias Plaza,
Panaji-Goa. Employer/Party-II (2)

Workman/Party-I represented by Adv. Shri P. J. Kamat.

Employer/Party-II (1) represented by Adv. Shri M. S. Bandodkar.

Employer/Party-II (2) represented by Adv. Mrs. A. A. Raikar.

Panaji, Dated: 27/07/2026.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section-10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 11/12/2014, bearing No. 28/42/2014-Lab/721, referred the following dispute for its adjudication to this Labour Court II, Panaji-Goa.

“(1) Whether the action of M/s. Meta Copper and Alloys Limited, Zuarinagar, Sancoale, Goa, in suspending the operations of the Factory and refusing employment to Shri Mahableshwar A. Naik, with effect from 01/10/2011, is legal and justified?”

“(2) If not, what relief, the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/12/2014 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Workman/Party-I (for short, ‘the Workman’) filed his Statement of Claim on 08/04/2015 at Exhibit-3. The Workman stated that all the workmen named in the present schedule of the reference is the unionized member of Goa Trade and Commercial Workers Union (AITUC) and since then the Goa Trade and Commercial Workers Union is espousing the case of this Workman before every competent forum and authority. He stated that the Employer/Party-II (for short “the Employer”) is a factory situated at Zuarinagar, Sancoale, Goa, which was earlier known as Meta strips. He stated that the Employer factory employed more than 400 Workmen ever since its inception at Zuarinagar, Sancoale. He stated that all the Workmen named in the present reference were employed at the above factory for last many years continuously. He stated that the Employer factory was running in three shift operations by employing more than 400 workmen at its above factory. He stated that suddenly the management of the employer refused to provide employment to all the willing Workman including himself w.e.f. 01.10.2011. He stated that the Employer was employing more than 100 workmen at its factory prior to refusing to provide employment to these workmen and as such the provisions of Chapter V B of the I. D. Act, 1947 is applicable. He stated that when he went to report for work with the Employer on 01.10.2011 the management of the Employer refused to provide employment to him and forcibly kept him out of employment by restraining him at the factory gate. He stated that after this incident, he has started sitting near the factory gate waiting for an opportunity to resume for his duties subsequent to his refusal of employment and he still continue to sit near the factory gate. He stated that however, till date he has not been provided entry in the factory and are refused employment. He stated that the action of the Employer in refusing to provide employment is illegal, unjust and bad-in-law. He stated that all the Workmen are everyday reporting at the factory of the Employer waiting for an opportunity to resume for his normal duties.

3. He stated that there is no severance of Employer Employee Relationship and the contract of Master and servant/Employer-Employee still survives and continues and as such he is entitled for full wages w.e.f. 01/10/2011. He stated that the action of the Employer in refusing to provide employment to the smacks of malice and malafides and is an act of Unfair Labour Practice which has been resorted by the Employer to harass and victimize the unionized Workman. He stated that the Employer has adopted this illegal and Unfair Labour Practices to get rid of permanent Workman and has rendered permanent Workman jobless without accepting any liability and without following the statutory procedure laid down in Chapter-VB of the I. D. Act, 1947 which is otherwise required to be followed by the Employer in case of

retrenchment/closure/lock-out of the Employer factory. He submitted that refusing to provide employment to the unionized Workman w.e.f. 01/10/2011 is nothing but illegally denying the Workman the right to employment which is unethical, illegal, unjust and bad-in-law. He submitted that all the Workmen are entitled for immediate employment with full back wages and continuity in service. He submitted that all the Workmen are unemployed and have no source of income to maintain himself and his families, and are entitled for full wages. The Workman therefore prayed that the action of the Employer in refusing to provide employment to him w.e.f. 01/10/2011 be held as illegal unjust and bad in law and all the Workman named in the present Schedule of Reference be provided immediate employment in the Employer Company with immediate effect with full back wages and continuity in service along with all other consequential benefits.

4. The Employer-1 controverted the case of the Workman by filing its written statement on 11/6/2015 at Exb. 4. The Employer-1 as an by way of its preliminary objections, submitted that the entire reference is bad-in-law, not maintainable and ought to be rejected for the following grounds: that it was in the business of manufacturing copper and brass products at Upasnagar, Zuarinagar, Goa. The Employer-I stated that as the institutions which were providing working capital for daily operations suddenly stopped financing them resulting in no money for purchase of raw materials for production and it was unable to continue its activities. The Employer-I stated that the entire suspension of the manufacturing activities was due to the reason that they had no funds to buy the raw materials as the institutions who were financing them were suddenly stopped financing. The Employer-I stated that they had no money to buy raw materials and therefore had no choice but to suspend its manufacturing operations, till alternate arrangements for funds, could be made. The Employer-I stated that they therefore suspended its manufacturing activities at its plants located at Zuarinagar w.e.f. 17/06/2011. The Employer-I stated that it had no funds to make plant operative and for the last three years they were operating at only 30% of its installed capacity due to non-availability of funds at these low volums. The Employer-I stated that when even this limited funding dried up, they were compelled to suspend its manufacturing activities. The Employer-I stated that they are still in the process of seeking new investors/funds for reviving the operations. The Employer-I stated that they had to keep some skeleton staff for security and maintenance of its equipments, land and building and the list of staff required to work was displayed on the notice board and that the entire action on the part of its management is totally legal and fully justified. The Employer-I stated that by notice dated 30/05/2011 they had originally decided to suspend its manufacturing activities from 07/06/2011. The Employer-I stated that since the residual work was required to be completed, the suspension of the manufacturing activities was differed and they ultimately suspended its manufacturing activities w.e.f. 17/06/2011 by notice dt.06/06/2011. The Employer-I stated that based on the nature of work, they displayed the names of the workmen who were required to work and the names of the workmen who were not required to work during the suspension of manufacturing activities on the respective notice boards and also outside the factory gate and that the suspension of the manufacturing activities still continues till date. The Employer-I stated that during the suspension of manufacturing activities, while they tried to make alternative arrangements of funds from other investors, the financial institutions who had earlier given loans to them and to whom repayments had not been done visited its premises and took over possessions of entire factory property under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 on 15/02/2012. The Employer-I stated that thereafter on 29/05/2012 the institutions published a sale notice in Navhind Times, a local newspaper for the sale of the movable and immovable properties of the entire factory under Rules 6(2) and 8(6) and 9 of the Security Interest (Enforcement) Rules, 2002 and invited bids for the same. The Employer-I submitted that as no bids were received for the sale notice dt.29/05/2012, a second sale notice was published on 22/09/2012 in the newspaper Navhind Times towards sale notice of movable properties under rules 6(2) and immovable properties under rules 8(6) and 9 of the security interest (Enforcement) Rules, 2002 again inviting tenders for the same. The Employer-I submitted that as of today its entire property stands taken over by the financial institutions and therefore they are necessary parties to this reference and therefore Employer-II ARCIL-Mumbai (Who have taken over from Indian Overseas Bank, Panaji and Arihant Revival Enterprises, Mumbai (who have taken over from Halcyon Finance and Capital Advisors Pvt. Ltd, Mumbai) be made as necessary parties to the reference. The Employer-I submitted that the Goa Trade & Commercial workers union has no locus standi to represent the workmen concerned in reference, as the person concerned in the reference is not their member. The Employer-1 submitted that since it has not terminated the services of the workmen

concerned in the reference, question of legality and/or justifiability of termination as contemplated in the order of reference does not arise and on that ground also the reference is bad-in-law and not maintainable.

5. The Employer-I submitted that after the suspension of its operation by notice dt.16/06/2011 and 17/06/2011 of its manufacturing activities the Employer-II and others took over the possession of land and building (Immovable Assets) on 15/02/2012 and entire plant and machinery used in the manufacturing activities (Movable Assets) on 22/02/2012 under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of power conferred under section 13(12) read with Rule 3 of Security interest (Enforcement) Rules 2002, issued under demand notice dated 09/11/2011. The Employer-I submitted that the possession and the ownership was taken over by the Employer-II and others of Immovable and Moveable assets of the undertaking by virtue of operation of law on 15/02/2012 and 22/02/2012. The Employer-II stated that therefore subsequent to the Employer-II and others taking over possession of Immovable of Assets as well as the Moveable Assets and referred to above they had no control over the assets and despite its best intensions could never start its manufacturing activities. The Employer-I stated that they could never start its manufacturing activities. The Employer-I therefore submits that from 15/02/2012 / 22/02/2012 the functioning of its undertaking became non functional by virtue of law and due to financial institutions taking over possession and ownership of its assets and therefore since the entire manufacturing activities became non functional, they could never start its manufacturing activities and non functionality of the activity was due to unavoidable circumstances beyond its control and after filing of written statement there were further developments and litigation between the parties.

6. The Employer-I submitted that it gave notice to the Workmen about manufacturing activities becoming non functional and formal termination of service on 13/08/2016 vide displaying notice on the notice board as also at the gate as also informed to the Government that the manufacturing activities of the undertaking closed for the reasons mentioned hereinabove. The Employer-I stated that the notice is given to the Government as required under section 25 FFA of the act. The Employer-I submitted that no notice to the Government and to the Workmen was required to be given since Workmen were already aware of taking of the assets by the Employer-II and others. The Employer-I stated that however as abundant caution that they have given such notice. The Employer-I stated that this can be seen from the fact that the Workmen were already aware of the possession of assets taken over by Employer-II and others prior to the giving of the notice because they filed suit in Vasco Civil Court and appeal in the High Court. The Employer-I further submitted that since the manufacturing activities of the undertaking at Upasnagar, Zuarinagar has become non functional / closed by the operation of law, the Workmen are entitled to the legal dues as per 25 FFF of 3 months wages, since the closure is due to circumstances beyond the control of Employer. The Employer-I submitted that the Workmen are not entitled to any money or benefits which can be computed in terms of money from 16/06/2011 or 17/06/2011 till 22/02/2012 and therefore till the disposal of reference, since the suspension of the operation done by them were due to unavoidable circumstances beyond its control and closure was also due to circumstances beyond its control. In any event and without prejudice, the Employer-I submitted that after taking the possession of the assets by Employer-II and others on 15/02/2012 and 22/02/2012, since the manufacturing activities had become non functional by operation of law due to unavoidable circumstances beyond its control, the Workmen at the most are entitled to compensation under section 25-FFF of the act not exceeding average pay for 3 months upto 22/02/2012 and thereafter. Without prejudice to above the Employer-I submitted that in view of the clear terms of reference, this Hon'ble Court shall have jurisdiction only to find out whether the suspension of operation w.e.f. 16/06/2011 and 17/06/2011 is justified or not and this jurisdiction of the Hon'ble Court would end up to 22/02/2012 only when its undertaking became non functional by operation of law i.e. Employer-II taking over its possession of assets. The Employer-I stated that this is because once the bank takes over the possession of the assets as stated above, by no stretch of imagination could the manufacturing activities of the undertaking be activated. The Employer-I stated that in fact the undertaking became non functional due to unavoidable circumstances beyond its control and they could never start the manufacturing activities after 22/02/2012 as the bank has taken over all the assets. The Employer-I stated that therefore it's case that the suspension of operation does not remain thereafter and further process would be under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2013 and Security Interest (Enforcement) Rules, 2012. The Employer-I submits that so called dispute raised by the union i.e. Goa Trade & Commercial Workers Union and Workmen is not an Industrial Dispute as contemplated under section 2(K) of the Industrial Dispute Act, 1947 and consequently entire

reference is bad-in-law and not maintainable and incapable of adjudication. The Employer -1 submitted that in view of the relevant provisions of SARFEASI Act, 2002 the Workmen are not entitled to any relief as claimed by the Workmen and therefore it is beyond jurisdiction of this Hon'ble Tribunal to grant any relief as prayed for and therefore reference ought to be rejected. The Employer-1 denied the overall case as pleaded by the Workman and prayed for rejection of the present reference.

7. The Employer-II also controverted the case of the Workman by filing its written statement on 8/3/2017 at Exb.20. The Employer-II submitted that the entire reference is bad-in-law, not maintainable and ought to be rejected as it is a body corporate established and constituted under the banking companies (acquisition and transfer of undertakings) Act, 1971 having its head office at Bangalore in the state of Karnataka and amongst others having a assets recovery management branch at Panaji-Goa. The Employer-II stated that its written statement have been signed and verified by Shri V. Vishwaprakash, who is the Sr. Manager and who is duly authorized and power of attorney holder of them. The Employer-II stated that the Employer-I is its borrower and the Employer-I have availed various credit facilities from consortium of banks which is reconstituted from time to time/its assigns including its Panaji Branch during 2000 from their business purpose against the execution of various loan documents/agreements/guarantees and other security documents on its movable/immovable properties creating securities in its favour. The Employer-II stated that for securing the limits, primary security being all present and future stock of raw materials such as Copper Cathode, Copper scrap, Zinc, Brass honey Scrap, Master alloys etc., stock in process, finished the goods, store and spares, book debts etc. and second charge on all present and future movable fixed assets such as vehicles, movable plant and machinery, machinery spares, tools and accessories and other movables etc. and immovable fixed assets such as land and all present and future building, plant and machineries imbedded to earth or fastened to anything which is embedded to earth etc. The Employer-II stated that the conduct of account of the Employer-I was not satisfactory/out of order and hence the accounts of the Employer-1 was classified as NPA in its books of accounts.

8. The Employer-II stated that subsequently they initiated recovery action against the Employer-I in respect of the recovery limits under various credit facilities. The Employer-II stated that it has initiated recovery action and filed original application (OA) in the Debt Recovery Tribunal-III at Mumbai in the year 2011 for its recovery of a sum of Rs. 141,91,94,039.90 (Rupees One hundred forty one crores ninety one lacs ninety four thousand thirty nine and paise ninety only) together with further interest thereon @16.25% P.A. and 18.75% P.A. compounded with monthly rests from the date of filing of the O.A. till payment and also for various other reliefs as more particularly content in the said original application. The Employer-II stated that pending the hearing and final disposal of the above original application, the defendants have approached them for an one time settlement of the debt contained in the O.A. as well as the debts payable by them to consortium lenders/its assigns i.e. M/s Arihant Revival Enterprises (Assignee of original defendant No. 4 in O.A.), and ARCIL (Assignee of Original defendant No. 5 in O.A.). The Employer-II stated that accordingly consent terms were entered into between them and defendant Nos. 1 to 3 therein in the O.A. on 12/11/2014. The Employer-II stated that pursuant to the said consent term, the Ld. Presiding Officer has passed the order in terms of consent terms on 12/11/2014. The Employer-II stated that pursuant to the said consent terms dt. 12/11/2014, the defendants have paid a sum of Rs. 1735.6900,000/- to them. The Employer-II stated that upon receipt of the above said amount of Rs. 1735.00 lacs to them and Rs.4050.00 lacs to the consortium banks which were credited to the loan account of the Employer-II with the bank, they as well as other consortium banks /its assigns have released the charge in respect of the plant and machinery to the Employer-II herein at its request with the condition that defendant No. 1 to 3 in the said O.A. shall pay a sum of Rs. 5160.00 lacs to the consortium of banks. The Employer-II stated that after payment of aforesaid sum of Rs. 1735.00 lacs to them the party No. 1 defendants therein have failed and neglected to pay the balance amount to them as contained in the said consent terms. The Employer-II therefore submitted that since the defendant have committed default in repaying the amount under the one time settlement/consent term, the concession granted to the defendants under the said consent terms dt. 12/11/2014 is now not available to the defendants and the defendants are bound and liable to pay them the entire claim amount of Rs. 141,91,94,039.90/- (Rupees One hundred forty one crores ninety one lacs ninety four thousand thirty nine and paise ninety only) together with further interest thereon @16.25% p.a. and 18.75% p.a. compounded with monthly rests from the date of filing of the O.A. till payment. The Employer-II stated that as the Party could not repay the amount it has initiated recovery proceedings including amongst others, action under SARFAESI Act, 2002 on its properties and put the properties on auction under SARFAESI Act. The Employer-II stated that as a secured creditor, it

has every right to take necessary recovery steps including action under SARFAESI Act. The Employer-II stated that but even after putting the property under public auction four times on various occasions, the auction failed due to want of bidders. The Employer-II stated that the Employer-I have approached them for an one time settlement of the debt contained in the O.A. as well as the debts payable by them to other consortium lenders to M/s Arihant Revival Enterprises (Assignee of original defendant No. 4 in O.A.) and ARCIL (Assignee of original defendant No. 5 in O.A.). The Employer-II stated that as the Employer-I have approached to them for an one time settlement of their dept contained in the O.A. as well as dues to the other consortium lenders they have deferred for the time being the proceedings for sale of immovable properties of the Employer-I under SARFAESI Act. The Employer-II stated that they are therefore not a necessary party in the proceedings herein and entire relief claimed by the Workmen against them is bad-in-law/not maintainable and ought to be dismissed in limine.

9. Thereafter, the Workman filed his rejoinder on 24/10/2016 at Exb. 14 and Re-joinder to the written statement of Bank on 20/03/2017 at Exb. 21. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement, which are contrary to the statements and averments made by him. The Workman stated that he came to know from the notice published by Employer-II on 28/08/2012 after the suspension of operation by the Employer-I by notices dt.16/06/2011 and 17/06/2011 of the manufacturing activities of the undertaking that Employer-II had taken over the possession of the movable and immovable assets of the Employer-I as specified in the said notice under the Securitization and Reconstruction of Financial Assets and enforcement of Security Interest Act, 2002 and in exercise of powers confirmed u/s 13(12) read with Rule free of Security interest(enforcement) Rules, 2002, issued under demand notice dt. 09/11/2011.

10. Based on the pleadings filed by the respective parties, this court framed the following issues on 27/07/2017 at Exb. 23. The said issues have been updated vide order dt. 27/11/2017 at Exb. 28 pursuant to the amendment of the written statement by the Employer.

1. *Whether the Workman/Party-I proves that the Employer/Party-II refused employment to him w.e.f. 01/10/2011?*
2. *Whether the Workman/Party-I proves that the action of the Employer/Party II in refusing him employment w.e.f. 01/10/2011 is illegal and unjustified?*
3. *Whether the Workman/Party-I proves that the action of the Employer/Party II in suspending the operations of its factory is illegal and unjustified?*
4. *Whether the Employer/Party-II (1) proves that the present order of reference is bad-in-law in view of the reasons stated in para A to F of its written statement by way of preliminary objections?*
- 4A. *Whether the Employer /Party-II (1) proves that the present order of reference is bad-in-law in view of the reasons stated in para A to N of its written statement by way of preliminary objections?*
5. *Whether the Employer/Party-II (2) proves that the present order of reference is bad-in-law and not maintainable in view of the reasons mentioned in para 2 to 11 of its written statement?*
6. *Whether the Workman/Party-I is entitled to any relief?*
7. *What order? What award?*

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

- | | | |
|----------------------|---|---------------------|
| (a) Issue No. 1 | : | In the Affirmative. |
| (b) Issue No. 2 | : | In the Affirmative. |
| (c) Issue No. 3 | : | In the Negative. |
| (d) Issue No. 4 & 4A | : | In the Negative. |
| (e) Issue No. 5 | : | In the Negative. |
| (f) Issue No. 6 & 7 | : | As per final order. |

I have heard the oral arguments of Ld. Adv. Shri P. J. Kamat, appearing for the Workman as well as Ld. Adv. Shri. M. S. Bandodkar, appearing for the Employer-II(1) and Employer-II (2) represented by Adv. Ms. N. Coelho h/f Adv. Mrs. A. A. Raikar. Both the parties have filed their synopsis of written arguments. I have carefully perused the entire records of the present case including the synopsis of written argument filed by both the parties. I have also carefully considered the submissions advanced before me and are of the opinion as under:

REASONS

12. Issue No. 1:

The evidence on record indicates that the Employer-I had issued a letter dt. 01/10/2011 (Exb. 48) to the Workman stating that he was kept in the employment from 05/12/2000 to 30/09/2011 and that the manufacturing activity has been suspended from 07/06/2011 till further orders and the same was displayed in its various notice board vide its notice dt. 30/05/2011 and that since the Employer-I cannot further provide the Workman any work from 01/10/2011, a notice dt. 30/05/2011 is applicable to him and he was requested to come and meet the G.M. HRD and Administration to collect the dues payable to him during the office hours on any working day. The Employer-I closed its factory w.e.f. 13/10/2016. Thus, the said letter of the Employer-1 on record clearly indicates that the Employer-1 had suspended its manufacturing activity from 07/06/2011 till further orders and refused employment to the Workman w.e.f. 01/10/2011. Hence, it is held that the Workman proved that he was refused employment by the Employer-1 w.e.f. 01/10/2011. The issue No. 1 is therefore answered in the affirmative.

13. Issue No. 2:

While deciding the issue No. 1 hereinabove, I have discussed and come to the conclusion that the Workman was refused employment w.e.f. 01/10/2011.

The evidence on record indicates that the first witness of the Workman namely Shri. Ratikant Khandeparkar, in his affidavit in evidence stated that the Employer-1 had employed more than 400 Workmen excluding officers, supervisors and managerial staff on all the days preceding 12 months from 18/06/2011 and the factory was running in three shifts and that the present Workman was amongst other 400 workmen who were working in the factory of the Employer-I continuously till 17/06/2011 and 18/06/2011 when the said workmen were not allowed to report for work on both these days. In support of his oral evidence as produced on record E.S.I contributions at Exb.32, and 33-colly, Exb. 35, Exb-36-colly and Exb. 37. The aforesaid evidence on record clearly indicates that the Employer-1 had employed more than 100 workmen in its factory for the period from 2010 to 2011. The sole witness of the Employer-1, its authorized signatory, Shri D. Mathur, has produced a list of 194 workmen employed in June, 2011 and has stated that out of the said list 20 employees are non-workmen category but has not laid any evidence in support of the aforesaid statement. Hence, the Employer is covered under Chapter V-B of the I. D. Act, 1947.

14. The letter of the Employer-1 at exb.48 indicates that the services of the Workman were terminated without any misconduct or punishment inflicted by way of disciplinary action. Section 2 (OO) of the I.D. Act 1947 defines the term retrenchment and it means:

“2(00)-retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the Contract of employment between the employer and the workmen concerned contain a stipulation in that behalf, or

(bb) termination of the service of the workman as a result of the non-renewal of the Contract of employment between the employer and the workman concerned on its expiry or of such Contract being terminated under a stipulation in that behalf contained therein, or

(c) Termination of the service of a workman on the ground of continued ill health.

15. In the case in hand, the services of the Workman has been refused without any misconduct on his part. Further, the refusal of employment to the Workman does not comes under sub clause (a) to (c). Hence refusing of employment to the Workman amounts to retrenchment of the said Workman.

16. As the Employer-1 was employing more than 100 workmen, chapter V-B of the I.D. Act is applicable. Section 25-N of the I.D. Act provides for condition precedent to retrenchment of workmen and it reads as under:

25-N Conditions precedent to retrenchment of workers-(1) No workman employed in any industrial establishment to which this Chapter applies, who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) The workman has been given three months 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 and

c) The prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority), has been obtained on an application made in this behalf.

17. The evidence on record indicates that the Employer-1 had not obtained any prior permission to retrench the Workman as required u/s 25-N of the I.D. Act, 1947 as well as nor given three months 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. Thus, the refusal of employment to the Workman w.e.f. 01/10/2011 is illegal and unjustified. Hence it is held that the Workman proved that the action of the Employer in refusing him employment w.e.f. 01/10/2011 is illegal and unjustified. The issue No.2 is therefore answered in the affirmative.

18. Issue No. 3:

The Workman filed his pleadings i.e. claim statement in the present proceeding. The Workman has however did not plead about suspending the operation of the factory in its entire claim statement or rejoinder filed in the present proceeding, though the reference issued by the Govt. of Goa pertains to the legality and justifiability of the action of the Employer-1 in suspending the operation of the factory and refusing the employment to the Workman w.e.f. 01/10/2011 and the relief the Workman is entitled to.

19. Ld. Adv. Shri M. S. Bandodkar representing the Employer submitted that the Workman did not challenge the suspension of operation and that there is absolutely no pleadings pertaining to the suspension of operation w.e.f. 01/10/2011 and as such though there is evidence, this Hon'ble court cannot look into the same. Ld. Adv. Shri M. S. Bandodkar representing the Employer relied upon two judgments of Hon'ble Apex Court 1) In the case of **Shankar Chakravarti V/s. Britannia Biscuit Co. Ltd. & Anr. reported in 1979 AIR 1652**, and 2) In the case of **Mukund Ltd. v/s. Mukund Staff and Officers Association**.

20. In the case of **Shankar Chakravarti (Supra)**, the Hon'ble Apex Court, held in para 32 of its judgment held as under:

*"32. If such be the duties' and functions of the Industrial Tribunal or the Labour Court, any party appearing before it must make claim or demur the claim of the other side and when there is a burden upon it to prove or establish the fact so as to invite a decision in its favour, if it has to lead evidence. The quasi-judicial tribunal is not required to advise the party either about its rights or what it should do or omit to do. Obligation to lead evidence or establish an allegation made by a party is on the party making the allegation. The test would be who would fail if no evidence is led. It must seek an opportunity to lead evidence and lead evidence. A contention to substantiate which evidence is necessary has to be pleaded. If there is no pleading raising a contention there is no question of substantiating such a non-existing contention by evidence. It is well settled that allegation which is not pleaded, even if there is evidence in support of it, cannot be examined because the other side has no notice of it and it entertained it would tantamount to granting an unfair advantage to the first mentioned party. We are not unmindful of the fact that pleadings before such bodies have not to be read strictly, but it is equally true that the pleadings must be such as to give sufficient notice to the other party of the case it is called upon to meet. This view expressed in **Tin Printers (Private) Ltd. v/s. Industrial Tribunal (I)** commends to us. The rules of fair play demand that where a party seeks to establish a contention which if proved would be sufficient to deny relief to the opposite side, such a contention has to be specifically pleaded and then proved. But if there is no pleading there is no question of proving something which is not pleaded. This is very elementary."*

21. In the case of **Mukund Ltd. (Supra)**, the Hon'ble Apex Court, held as under:

*"It is settled law that in the absence of a plea, no amount of evidence led in relation thereto can be looked into" (Case refer **Bandar Singh & Ors V/s. Nihal Singh and Ors.**(2003) 4SCC 161.*

22. In the case of **Rajasthan State Road Transport Corporation and Another v/s. Bajranglal (Rajasthan) reported in (2014) 4 Supreme Court Cases 693**, the Hon'ble Apex Court in para 14 of its judgment held as under:

14. *"It is settled proposition of law that a party has to plead the case and produce/adduce sufficient evidence to substantiate his submissions made in the plaint and in case the pleadings are not complete, the Court is under no obligation to entertain the pleas"*.

23. The principle laid down by the Hon'ble Apex Court in its aforesaid judgment is well established and also applicable to the case in hand. In the case in hand, there is absolutely no pleadings pertaining to the action of the Employer-I in suspending the operation of the factory w.e.f. 01/10/2011. In the absence of any pleadings, no evidence can be looked into. Thus in the absence of any pleading of the Workman it is held that the Workman failed to prove that the action of the Employer-I suspending the operation of its factory is illegal and unjustified. The issue No.3 is therefore answered in the Negative.

24. *Issue No. 4 & 4A:*

While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the Workman failed to prove that the action of the Employer-1 in suspending the operation of its factory is illegal and unjustified.

The Employer-I submitted that the Goa Trade & Commercial workers union has no locus standi to represent the workmen concerned in reference, as the person concerned in the reference is not their member. The Employer-1 submitted that since it has not terminated the services of the workmen concerned in the reference, question of legality and/or justifiability of termination as contemplated in the order of reference, does not arise and on that ground also the reference is bad-in-law and not maintainable.

25. *Ld. Adv. Shri M. S. Bandodkar* representing the Employer-1 submitted that Goa Trade and Commercial Workers Union has no locus standi to represent the Workman under reference as the person concerned in the reference is not its member and relied upon two judgments of Hon'ble Apex Court: 1) In the case of **Sindhu Resettlement Corporation Ltd. V/s. Industrial Tribunal of Gujarat reported in 1968 (I) LLJ 834** and 2) **in the case of Workmen of Dimakuchi Tea Estate V/s. Dimakuchi Tea Estate reported in 1958 SCR 1156**,

26. In the case of **Sindhu Resettlement Corporation Ltd. (Supra)**, the Hon'ble Apex Court held as under:

"If no dispute at all was raised by the employees concerned with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen, and workmen and workmen. A mere demand to be Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute."

27. In the case of **Dimakushi Tea Estate (Supra)**, the Hon'ble Apex Court held as under:

"that an industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen, and workmen and workmen and according to him since in the case in hand there is nothing to indicate that the workmen had espoused the dispute, it has to be held that the Union had no any authority on behalf of the workmen and that party-I union has no locus standi to espouse the dispute".

28. On the contrary *Ld. Adv. Shri P. J. Kamat* appearing for the Workman submitted that the Union has locus standi and relied upon a judgment in the case of **ANZ Grindlay Bank V/s. G. S. Grindlay Bank Employees Union and Ors reported in 2001 (89) FLR 375**.

29. In the case of **ANZ Grindlay Bank (Supra)**, the Hon'ble Bombay High Court held as under:

"The Union is a complete shelter and home for retreat for every workman as and when he finds himself in difficulty. Very often the employees or workmen do not become members of any union for their own reasons selfish or otherwise. It is possible that the present workman being only a temporary workman preferred to remain away from the Union but when he found himself in difficulty he knocked the doors of the Union which rightly gave shelter to him and responded to his call for help. The Union did not, rightly adopt a narrow and sectarian attitude of not helping him on the ground that he was not the Union member; the union has rightly extended its help and has espoused his cause for justice. There is no bar or prohibition, for the Respondent union functioning in the Petitioners company, or for that matter for any

union functioning in any undertaking to espouse cause of any workman who might not have been enrolled as member in the past. The Membership of a union is not a condition precedent to espouse an industrial dispute of a workman. The union can espouse of even a non member, who approaches them for help”.

30. In the case in hand, the Workman, in his cross examination, admitted that neither he nor his union has made any demand letter on the Employer at any time prior to making the letter dt. 04/12/2012 at Exb.140. On the contrary, as against his oral evidence, the Workman had produced a documentary evidence on record i.e. a copy of industrial dispute dt. 04/12/2012 raised by Goa Trade and Commercial Workers Union addressed to the Labour Commissioner Panaji Goa and a copy of which was made to the Employer-1 with a demand to provide employment to the Workman with immediate effect. The Workman also produced copy of receipt of payment of entrance fees as well as membership fees of the union. The Workman also produced a copy of the reply of the Employer dt. 10/07/2014 addressed to ALC Panaji Goa as well as minutes of meeting held on 10/07/2014 between the management of the Employer-1 and their workmen represented by Goa Trade and Commercial Workers Union in the matter of refusal of employment before the ALC & Conciliation Officer Panaji Goa.

The sole witness of the Employer-1 and its authorized signatory, Shri Deepak Mathur, in his cross-examination, admitted that the Employer-1, vide its letter dt. 11/07/2011 (Exb. 119-cross) addressed to the union deposed that when the dispute has been raised by the union in respect of its action of keeping workers out as per notice at exb.49-cross, the Employer was required to preserve the attendance and wage records of all those workers for the said year. He admits that in its letter at exb. 119-cross, the Employer had not disputed the locus standi of the union to take up the matter of the workmen of the Employer-1. He admits that the Labour commissioner Panaji has instituted conciliation proceeding in the said dispute raised by the union and that in the said conciliation proceedings held on 23/08/2011 at exb. 85 Mr. Dwarka Rao along with Mr. Bandodkar attended the conciliation proceeding and minutes were recorded at exb. 85. He also admits that in the said proceedings Mr. Christopher Fonseca and Mr. Suhas Naik of the union were present representing the workmen. He also admits that in the said proceedings, the Employer-1 did not raise the issue of locus standi of the said union to represent the Workman. He admits that from 23/08/2011 till 04/11/2012 the Employer-1 did not challenge the locus standi of the said union to represent the workmen of the Employer-1 and that for the first time on 05/11/2012 the Employer-1 challenged the locus standi of the said union to represent the workmen of the Employer-1 in its written statement. Thus, aforesaid evidence on record clearly indicates that the action of the Employer-1 to raise the issue of locus standi of the said union is afterthought and not maintainable in law. Hence, it is held that the union has every right to represent the Workman and challenged the refusal of employment to the workman w.e.f. 01/10/2011. Hence, it is held that the Employer-1 failed to prove that the present order of reference is bad-in-law in view of the reasons stated in para A to N of its written statement by way of preliminary objections. The issue No. 4 and 4A is answered in the Negative.

31. Issue No. 5:

The evidence on record indicates that Employer-1 is the borrower of the Employer-II and the Employer-1 have availed various credit facilities from consortium of banks which is reconstituted from time to time/its assigns including its Panaji Branch during 2000 from their business purpose against their execution of various loan documents/agreements/guarantee and other security documents on its movable/immovable properties creating securities in its favour. The evidence on record indicates that for securities the limits, primary security being all present and future stocks of raw materials such as copper cathode, copper scrap, zinc, brass honey scrap, master alloys etc., stock in process, finished the goods, store and spares, book depths etc. and second charge on all present and future movable fixed assets such as vehicles, movable plant and machinery, machinery spares, tools and accessories and other movable etc. and immovable fixed assets such as land and all present and future building, plant and machineries embedded to earth or fastened to anything which is embedded to earth etc. The evidence on record indicates that the conduct of the Employer-1 was not satisfactory/out of order and hence the account of the Employer-I was classified as NPA in its books of accounts. The evidence on record indicates that subsequently the Employer-II initiated recovery action against the Employer-I in respect of the recovery limits under various credit facilities. The evidence on record indicates that the Employer-II initiated recovery action and filed original application (O.A.) in the Debt Recovery Tribunal-III at Mumbai in the year, 2011 for its recovery of a sum of Rs.141,91,94,039,90 (Rupees One hundred forty one crores ninety one lacs ninety four thousand thirty nine and paise ninety only) together with further interest thereon @16.25% p.a. and 18.75%

p.a. compounded with monthly rests from the date of filing of the O.A. till payment and also various relief as more particularly contained in the said original application. The evidence on record indicates that pending the hearing and final disposal of the above original application, the defendants have approached the Applicant Bank for a One Time Settlements of the debt contained in the O.A. as well as the debts payable by them to consortium lenders/its assigns i.e. M/s Arihant Revival Enterprises (Assignee of Original Defendant No. 4 in O.A.) and ARCIL (Assignee of Original Defendant No.5 in O.A.). The evidence on record indicates that accordingly Consent Terms were entered between the Applicant Bank and Defendants Nos.1 to 3 therein in the O.A. on 12/11/2014. Pursuant to the said Consent terms, the Ld. Presiding Officer has passed the order in terms of Consent Terms on 12/11/2014. The evidence on record indicates that pursuant to the Consent Terms dt. 12/11/2014 the defendants have paid a sum of Rs. 1735.69 Lacs to the Applicant. The evidence of record indicates that upon receipt of the above said amount of Rs. 1735.69 Lacs to the Applicant and Rs. 4050.00 Lacs to the Consortium Banks which were credited to the loan account of Employer-II, with the Bank, the Applicant Bank as well as other Consortium Banks/its assigns have released the charge in respect of the Plant and Machinery to the Employer-I herein (Defendant No.1 in the O.A.) at the request of the Employer-II with the condition that, the defendant No. 1 to 3 in the said O.A. shall pay a sum of Rs. 5160.00 Lacs to the Consortium of Banks. The evidence on records indicates that after payment of aforesaid sum of Rs. 1735.00 Lacs to the Impleading Party-II Canara Bank, the Party No. 1-Defendants therein have failed and neglected to pay the balance amount to the Applicant Bank as contained in said Consent Terms. The Applicant therefore submits that, since the Defendants have committed default in repaying the amount under the One Time Settlement/Consent terms, the concession granted to the defendants under the said Consent terms dt. 21/11/2014 was not available to the Defendants and that the Defendants were bound and liable to pay the Applicant the entire claim amount of Rs. 141,91,94,039.90 (Rupees One hundred forty one crores ninety one lacs ninety four thousand thirty nine and paise ninety only) together with further interest thereon @16.25% p.a. and 18.75% p.a. compounded with monthly rests from the date of filing of the O.A. till payment.

32. The evidence on record indicates that the Party could not repay the amount, Bank has initiated recovery proceedings including amongst others, action under SARFAESI Act 2002 on its properties and put the properties on auction under SARFAESI Act. As a secured creditor, the Employer-II has every right to take necessary recovery steps including action under SARFAESI Act. But even after putting the property under Auction four times on various occasions, the auction failed due to want of bidders. The evidence on record indicates that the Employer-I, Company have approached the Applicant Bank for a One Time Settlement of the debt contained in the O.A. as well as the debts payable by them to other Consortium Lenders to M/s Arihant Revival Enterprises (Assignee of Original Defendant No. 4 in O.A.), Canara Bank (Applicant in O.A.) and ARCIL (Assignee of Original Defendant No. 5 in O.A.). The evidence on record indicates that the Company have approached the Applicant Bank for a One Time Settlement of their debt contained in the O.A. as well as dues to the other Consortium Lenders, Bank has deferred for the time being the proceedings for sale of the immovable properties of the Company under SARFAESI Act.

33. The evidence on record indicates that the Employer-II has not sold the assets of the Employer-I under the SARFAESI Act. The evidence on record indicates that the Employer-I paid the required amount of Rs. 25.00 Crs. towards the OTS One Time Settlement for the entire Consortium for releasing the charges on the Plant and Machinery of the Employer-I, Employer-II released the charge on behalf of joint Lenders on the Plant and Machinery vide their letter dt. 30/01/2016, The evidence on record indicates that the Employer-I, vide their letters dt. 09/03/2017, paid the required balance amount of Rs. 17,20,23,000.00 by way of DD towards the final payment against their Bank One Time Settlement and hence Employer-I, has not proceeded under the SARFAESI Act. As the entire OTS amount is received, the accounts of the Employer-I with the Employer-II stands closed. The evidence on records indicates that the Employer-II released their charge on the secured asset Land and Building and personal Guarantee executed by the Guarantors. The evidence on records indicates that the Employer-II had taken only symbolic possession of the secured assets. The evidence on records indicates that the Employer-II at no time asked the Employer-I to be a caretaker and did not ask them to maintain the machines so that they do not become scrap. The evidence on record indicates that the Employer-II along with Consortium did not stop them in any ways from functioning/working of the process in the Employer-I.

34. The evidence on record indicates that at present there are no dues pending, there is no cause of action for the Party-I to file the resent impleading petition against the Employer-II in as much they are no

way liable to pay the alleged dues due to the Party-I. Thus the implement of the Employer-II was added as a proforma party on the request of the Workman. The implement of the Employer-II of the proceeding is legal and bonafide thus though the Employer-II proved the allegations mentioned in para 2 to 11 of its written statement, it does not mean that the reference is bad-in-law and not maintainable. Hence, it is held that the Employer-II failed to prove that the present order of reference is bad-in-law in view of the reasons stated in para 2 to 11 of its written statement. The issue No. 5 is therefore answered in the Negative.

35. *Issue No. 6:*

While deciding the issue No. 2 hereinabove, I have discussed and come to the conclusion that the action of the Employer in refusing the employment to the Workman w.e.f. 01/10/2011 is illegal and unjustified. Neither the Workman pleaded nor stated on oath that after refusal of his employment by the Employer-I, he is unemployed. The Employer-I closed its factory w.e.f. 13/10/2016. The Workman is therefore not entitled to reinstatement in service but the Workman is entitled to 20% of the back wages for a period from 01/10/2011 till closure of the establishment w.e.f. 13/10/2016.

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

ORDER

1. In the absence of any evidence, it is held that the action of M/s. Meta Copper and Alloys Limited, Zuarinagar, Sancoale, Goa, in suspending the operations of the Factory w.e.f. 01/10/2011 is legal and justified.
2. It is held that the action of the M/s. Meta Copper and Alloys Limited, in refusing employment to Shri Mahableshwar A. Naik, with effect from 01/10/2011, is illegal and unjustified.
3. It is held that the Workman Shri Mahableshwar A. Naik is entitled to receive from M/s. Meta Copper and Alloys Limited, Zuarinagar, Sancoale, Goa, 20% of back wages w.e.f. 01/10/2011 till 13/10/2016.

No order as to costs.

Inform the Government accordingly.

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

Panaji.



Department of Law & Judiciary

Law (Establishment) Division

Order

No. 2/65/2016-LD(Estt)/Part-I/2088

Date : 09-Sep-2026

Read:- Order No. 2/65/2016-LD(Estt.)/Part-II/1728 dated 22/07/2026.

The Government is pleased to appoint and post Shri Mahesh R. Prabhu Parrikar, as District Registrar, Kushavati District, with immediate effect in public interest, thus relieving Shri Suraj R. Vernekar, of his additional charge of District Registrar, Kushavati.

Shri Mahesh R. Prabhu Parrikar shall continue to hold the charge of Civil Registrar-cum-Sub-Registrar, Ponda, in addition to his own duties, until further orders.

Shri Mahesh R. Prabhu Parrikar shall draw his salary against the vacant post of District Registrar (Headquarters) until further orders.

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

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

Porvorim.

Addendum

No. 2/65/2016-LD(Estt)/Part-I/2098

Date : 09-Sep-2026

Read: Order No. 2/65/2016-LD(Estt.)/Part-I/2088 dated 09/09/2026.

In the above read Order, in second line at para 2 in between the fifth and sixth word, the following words shall be added and read as “and Civil Registrar-cum-Sub-Registrar-I, Ponda”.

Rest of the contents of the above Order remains unchanged.

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

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

Porvorim.

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

No. 5/4/2026-PER/2797

Date : 09-Sep-2026

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

Sr. No.	Name and present posting of the Officer	Posted as
1.	Shri Suyash V. Sinai Khandeparkar, Joint Director, Information & Publicity with additional charge of Deputy Director, Vigilance	Deputy Director, Vigilance

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

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

Porvorim.

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

No. 26/07/01/2025-RD/1329

Date : 10-Sep-2026

On recommendation of the Departmental Promotion Committee conveyed by the Goa Public Service Commission, vide its letter No. COM/II/11/29(1)/2019/214 dated 10/08/2026, the Government is pleased to promote the following Officer in the Directorate of Settlement and Land Records to the post of Inspector of Surveys and Land Records/Assistant Survey and Settlement Officer (Group ‘B’, Gazetted) on regular basis in Level 8 of Central Civil Services (Revised Pay) Rules, 2016, with immediate effect:

1. Smt. Maithili P. Sirsat.

The above officer shall be on probation for a period of 02 (two) years from the date of her joining. She shall submit her Annual Assessment Report during the probation period.

She shall also exercise her option for pay fixation within a period of one month from the date of issue of this order, in terms of F.R. 22(1)(a)(1). The option once exercised shall be final.

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

Vrushika Kauthankar, Under Secretary (Rev-I).

Porvorim.

Notification

No. 1/4/2020-RD/1346

Date : 11-Sep-2026

In pursuance of the first proviso to sub-section (3) of Section 26 of the Goa Agricultural Tenancy Act, 1964 (Act No. 7 of 1964) and in supersession of the Government Order No. 1/4/2020-RD/8794 dated 03/11/2021, published in the Official Gazette, Series II No. 33 dated 11/11/2021, the Government of Goa has decided that it will contribute 100% of the sum towards the cost of repair/strengthening of protective bunds, subject to prior sanction of Finance Department towards each such proposal considering Budget Allocation and Financial position of the State.

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.

Vrushika Kauthankar, Under Secretary (Revenue-I).

Porvorim.

**Department of Town and Country Planning**

Office of the Chief Town Planner

Order

No. 1/3/TCP(Part-File)/2017-19/1869

Date : 08-Sep-2026

Read: Order No. 1/3/TCP(Part-File)/2017-19/1836 dated 31-08-2026.

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

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

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

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

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

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

Panaji.

Order

No. 21/22/RTI-GEN/TCP-HQ/2020-21/1899

Date : 10-Sep-2026

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

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

9.	Shri Rajesh Tirodkar, Planning Assistant, Public Information Officer-9	Matters related to Section 17-A	Chief Town Planner (Land Use)
		Matters related to Committee for Regulation 6.1.1 and 25000 m ² & above	Shri Vinod Kumar Chandra, Town Planner (HQs).
10.	Shri Ritesh Shirodkar, Dy. Town Planner, Public Information Officer-10	Conservation/NMA, Zoning Plans & ODP related matters	Shri Anand Deshpande, Town Planner (HQs)

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

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

Panaji.