

Panaji, 24th September, 2026 (Asvina 2, 1948)

SERIES II No. 26

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Co-operation**

Office of the Registrar of Co-operative Societies

Order

No. 18/11/2016/SUC/TS/RCS/Suppl-I/2570

Date : 11-Sep-2026

Read: 1. Notification No. 3/UrbanCredit/TSII/PZ/2017/RCS/Suppl/5306 dated 10/02/2020.

2. Letter No. SUCCSL/RCS/2026-27/22 dated 13/08/2026 of the Sada Urban Credit Co-op. Society Ltd., Mormugao-Goa.

In exercise of the powers conferred upon me vide the Notification referred to at Sr. No. 1 above, Shri Brijesh Madkaikar, General Manager, Sada Urban Co-operative Credit Society Ltd., Headland, Sada, Mormugao, Goa, is hereby appointed and empowered to act as the Sale-cum-Recovery Officer under sub-section (1) of Section 91D of the Goa Co-operative Societies Act, 2001.

The said Officer shall exercise all powers vested in a Sale-cum-Recovery Officer for the purpose of recovery of dues payable to the Society, including the power to attach and sell the movable and immovable properties of defaulters, execute decrees by attachment and sale of property, and enforce all recovery orders and decrees passed in favour of Sada Urban Co-operative Credit Society Ltd., Headland, Sada, Mormugao, Goa, by the Assistant Registrar of Co-operative Societies or the Nominee of the Registrar.

This appointment for Arbitration/Execution shall be subject to the following conditions:

1. The Sale-cum-Recovery Officer shall function under the general guidance, supervision, and administrative control of the Assistant Registrar of Co-operative Societies, Arbitration/Execution, South Goa District, Margao, Goa.
2. The Officer shall strictly comply with the provisions of the Goa Co-operative Societies Act, 2001, the Goa Co-operative Societies Rules, 2003, the relevant provisions of any other applicable law, and the Bye-laws of the Society while executing decrees and carrying out recovery proceedings.
3. The Board of Directors of the Society, jointly with the Chief Executive Officer, shall be fully responsible for ensuring that no act is committed in contravention of the provisions of the Act, the Rules, or the Bye-laws of the Society.
4. The Board of Directors shall review the performance of the General Manager in his capacity as Sale-cum-Recovery Officer on a monthly basis and shall ensure strict compliance with the applicable statutory provisions and the terms of this Order.

5. This Order shall remain in force for a period of one year from the date of its issuance. The competent authority reserves the right to withdraw or cancel this Order at any time without assigning any reason.

Given under the seal of this office.

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

Panaji.

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Department of Home
Home-General Division

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Order

No. 1/18/2014-HD(G)/2455

Date : 10-Sep-2026

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission, Panaji vide their letter No. COM/II/37(1)/2025/197 dated 27/07/2026, the below mentioned Scientific Assistants of Directorate of Forensic Sciences are hereby promoted to the post of Scientific Officer (Group 'A', Non-Ministerial, Gazetted) on regular basis in Pay Matrix Level-10 of the 7th Pay Commission as per CCS Revised Pay Rules, 2016 and other allowances to be fixed as per the rules with immediate effect:-

Sl. No.	Name
1.	Shri Arjun B. Korgaunkar @ Korgaonkar
2.	Shri Kulbhooshan A. Gupta
3.	Shri Atish D. Fatarpekar (ST)

The pay of above Officers shall be fixed in terms of provisions of F.R. 22(1)(a)(1) and they shall exercise their option within one month from the date of issue of this Order. They shall be on probation for a period of two years.

The expenditure towards pay and allowance shall be debited under Demand No. 91, 2055—Police, 00—, 116—Forensic Science, 04—Forensic Science Laboratory, 00—General, 01—Salaries.

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

Manthan Manoj Naik, Under Secretary (Home-I).

Porvorim.

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Department of Labour
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Notification

No. 28/03/2026-LAB/Part-III/386

Date : 21-Aug-2026

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 03/08/2026 in Case No. 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.

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

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

Ref. No. IT/01/2022

12 Workmen

..... Workmen/Party I

V/s

M/s G. V. K., EMRI,
1st Floor, Block No. 05,
Old Library Block,
Goa Medical College,
Bambolim-Goa.

..... Employer/Party II(1)

The Under Secretary,
Government of Goa,
Public Health Department,
Secretariat,
Porvorim-Goa.

..... Party II(2)

Workmen/Party I represented by Learned Advocate Shri Mandar Naik.

Employer/Party II(1) represented by Learned Advocate Shri S. Gaonkar.

Party II(2) represented by None.

AWARD

(Delivered on this the 3rd day of the month of August of the year, 2026)

By order dated 28/12/2021, bearing No. 28/37/2021-LAB/635, the Government of Goa in exercise of its powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between M/s GVK EMRI (Emergency Management and Research Institutions), 1st Floor, Block No. 05, Old Library Complex, Goa Medical College, Bambolim-Goa and their workmen, for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act. The Schedule of reference is as under:

SCHEDULE

Whether the action of the management of M/s GVK EMRI (Emergency Management and Research Institutions), 1st Floor, Block No. 05, Old Library Complex, Goa Medical College, Bambolim-Goa in terminating the services of following 12 workmen, legal and justified?

Sr. No.	Names of the Workmen
(1)	Ramu Vithu Shelko
(2)	Sameer Zilu Gaonkar
(3)	Shavesh Gaonkar
(4)	Gajanan Usapkar
(5)	Yeshwant Naik
(6)	Keshav Govekar
(7)	Pravin Naik
(8)	Shamrao S. Jadhav
(9)	Sagun Varak
(10)	Eshan Naik
(11)	Mohit Chari
(12)	Ms. Pranaya Chari

If not, to what relief the workmen are entitled?”

2. Upon receipt of the reference, it was registered as IT/01/2022 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 5.

3. In their Statement of Claim, Party I stated that the Party I/Workmen are the group of workmen who were working with the Party II for more than 240 days and all were confirmed in services with the Party II. The Party II organization is operating in the Public-Private Partnership (PPP) mode and is having its Office at Goa Medical College on the 1st Floor of Block 5, Old Library Block at Bambolim Goa which is into the business of providing emergency management services. The Party I states that all the workmen named in the reference were performing the skilled job such as Pilot/Driver, Emergency Medical Technician, etc. and they have worked continuously till 29/05/2020 diligently, faithfully and without any blemish records.

4. The Party I states that the workmen were performing duties of emergency services which were provided by the Party II by and as a name as “108 Ambulance Services”. Party I states that being in the emergency services of the Party II, they were performing the duties most efficiently and obediently as and when required by the public and that the services of the Party II are all over Goa in connection with the Government Hospitals to provide emergency services for the public.

5. The Party I states that inspite of working in the emergency services providing services to the public, the Party II were harassing and victimizing the individual workmen by not giving proper duty schedule, proper weekly off and proper place of deputation and that the Party I considering the present services they were providing for the public, they had not raised any issues with the Employer as well as other authorities. The Party I states that they are the sole earners of the family and were thinking that now or in future that they will get increment or proper facilities from the Party II because the services were provided by the Health Department, Government of Goa.

6. The Party I states that suddenly after working for a couple of years, the Party II have terminated the services of all the workers mentioned in the reference without citing any reason, without issuing any show-cause notices and without following the due process of law before terminating the services. The Party I states that by hearing the termination of services, they were frightened and surprised because of the harsh actions of the Party II as they were not having any other source of income for the family. The Party I stated that they had not committed any misconducts while they were in service and that the contention made in the Letter of Termination is baseless and concocted and is made only to get rid of them.

7. The Party I states that the action of the Party II in terminating the services of the workmen mentioned in the reference is retrenchment and that the Party II was required to follow the provisions of Section 25F of the Industrial Disputes Act, 1947 as the provisions contained in Section 25F of the said Act are required to be complied with, if the workmen concerned had completed 240 days in a 12 months preceding the Order of Termination. The Party I states that they were in continuous service of more than 240 days in each year from the date of the Appointment Letters and that the Party II has not followed the conditions precedent to Section 25F of the Act at the time of their termination and as such the action of the Party II is illegal and bad in law.

8. The Party I states that thereafter all the workmen mentioned in the reference made a demand on the Party II informing the Party II that their action of termination is in violation of Section 25F of the Industrial Disputes Act, 1947 and that the same is illegal and unjustified. They further demanded that they may be reinstated in service with full back wages and continuity in service. The Party I stated that they had made several representations to the Employer in person and in group requesting the Party II not to terminate their services but the Party II without giving any consideration to the representation made by Party I workers, confirmed the termination of services and directed the workers not to report for duty.

8A. The Party I states that from the date of termination of their services, they tried getting alternate jobs outside, however they have not received the same and as on date all the workers are unemployed. The Party I further states that after taking all the recourse with the Employer, they raised an industrial dispute before the Labour Commissioner, Panaji-Goa vide letter dated 08/07/2020 raising the issue of illegal termination, requesting the Labour Commissioner to intervene in the matter and to direct the Employer to reinstate the workers back into the services. The Party I states that after issuance of the notices, the Party II

attended the conciliation proceedings and the authority had also tried to settle the present issue amicably, however, the Party II did not obey the suggestion of the Labour Authority and requested to record failure of the conciliation proceedings.

9. The Party I states that as the Employer failed to resolve the issue, the Labour Commissioner recorded the failure and submitted the same to the Appropriate Government. The Party I states that as the present issue was raised with the Labour Commissioner in group, the Government of Goa had referred the present matter of the 12 workmen whose names are mentioned in the Order of Reference and their details are mentioned below:

- i. Mr. Ramu Vithu Shelko was employed with the Party II having Employee I.D. No. 113747 performing the duties of Assistant Pilot vide Appointment Letter dated 16/10/2018 at GMC and was transferred last to Vasco Primary Health Centre. Mr. Shelko being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 17,178/- as per the Appointment Letter dated 16/10/2018 and his services were terminated vide letter dated 29/05/2020. His last drawn salary was Rs. 14,200/-.
- ii. Mr. Shavesh Gaonkar was employed with the Party II having Employee I.D. No. 127921 as a Pilot vide his Appointment Letter dated 26/08/2019 and he was terminated from the services vide letter dated 29/05/2020. Mr. Gaonkar being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,872/- as per the Appointment Letter dated 26/08/2019. His last drawn salary was Rs. 14,200/-.
- iii. Mr. Yeshwant Naik was employed with the Party II having Employee I.D. No. 14024 performing the duties of Assistant Pilot vide Appointment Letter dated 10/08/2008 and had worked for almost 12 years with the Party II, however he too was removed from the services vide letter dated 29/05/2020. Mr. Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 6,000/- as per the Appointment Letter dated 10/08/2008. Mr. Naik was issued Compensation structure, benefits and changes vide letter dated 31/07/2009 by which his gross emoluments were Rs. 6,044/- and other monetary benefits Rs. 309/- and in the month of February, 2020, his total earnings were Rs. 18,091/- and the net salary was Rs. 16,184/-. He was also honoured with EM Care Award, South Goa for October, 2012, March, 2013, 108 Saviour Award for February, 2015 and also Certificate of Appreciation for May, 2013. Mr. Yeshwant Naik was transferred from Quepem Ambulance to Margao Ambulance location vide letter dated 03/07/2019 and his last drawn salary as per the Bank Statement was Rs. 25,840/-.
- iv. Mr. Keshav Govekar was employed with Party II having Employee I. D. No. 14024 performing the duties of Assistant Pilot vide Appointment Letter dated 10/08/2008 and his services were terminated vide letter dated 28/05/2020. Mr. Govekar being a Pilot was performing the duties of a Driver from the date of his appointment and his last drawn salary was Rs. 14,200/-.
- v. Mr. Pravin Naik was employed with the Party II having Employee I. D. No. 019933 performing the duties of Associate Pilot vide Appointment Letter dated 12/01/2009 and he was terminated from the services vide letter dated 29/05/2020. Mr. Pravin Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,872/- as per the Appointment Letter dated 12/01/2009. His last drawn salary was Rs. 16,700/-.
- vi. Shyamrao Jadhav was working with the Party II having Employee I. D. No. 070020 performing the duties of Associate Pilot vide Appointment Letter dated 13/10/2014 and was terminated from the services vide letter dated 29/05/2020. Mr. Jadhav being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 9,692/- as per the Appointment Letter dated 13/10/2014. Mr. Jadhav was issued an Experience Certificate dated 06/11/2015 and on successful completion of probation period, he was issued a Confirmation Certificate vide letter dated 21/09/2018. He was also honoured with EM Care Award, South Goa for July, 2015 and his last drawn salary as per the Bank Statement was Rs. 34,100/-.
- vii. Mr. Sagun Varak was employed with the Party II having Employee I. D. No. 113746 performing the duties of a Pilot vide Appointment Letter dated 16/10/2018 and he was terminated from the services vide letter dated 29/05/2020. Mr. Varak being the Pilot was performing the duties of a

Driver from the date of his appointment and his monthly CTC salary was Rs. 17,178/- as per the Appointment Letter dated 16/10/2008. His last drawn salary as per the Bank Statement was Rs. 28,605/-.

- viii. Mr. Eshan Naik was working with the Party II having Employee I. D. No. 093878 performing the duties of Associate Pilot vide Appointment Letter dated 21/12/2016 and was terminated from the services vide letter dated 29/05/2020. Mr. Eshan Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,582/- as per the Appointment Letter dated 21/12/2016. His salary as per Salary Slip of October, 2019 was Rs. 16,110/-. His last drawn salary was Rs. 16,110/-.
- ix. Mr. Mohit Chari was working with the Party II having Employee I. D. No. 069055 performing the duties of Associate Pilot vide Appointment Letter dated 12/09/2014 and was terminated from the services vide letter dated 29/05/2020. Mr. Chari being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 9,041/- as per the Appointment Letter dated 12/09/2014 and also on successful completion of probation period he was issued a Confirmation Certificate vide letter dated 12/09/2015. His last drawn salary as per the Bank Statement was Rs. 16,789/-.
- x. Mr. Gajanan Usapkar was working with the Party II having Employee I. D. No. 094865 performing the duties of Associate Pilot vide Appointment Letter dated 27/01/2017 and was terminated from the services vide letter dated 28/05/2020. Mr. Usapkar being the Pilot was performing the duties of a Driver from the date of his appointment his monthly CTC salary was Rs. 14,590/- as per the Appointment Letter dated 27/01/2017 and also on successful completion of probation period, he was issued a Confirmation Certificate vide letter dated 14/08/2018. He was also honoured with the Certificate of Appreciation for being best Pilot with safe ambulance drive on 26th May, 2019 representing the South District, South Goa and his last drawn salary was Rs. 32,211/- as per the Bank Statement.
- xi. Ms. Pranaya Chari was working with the Party II having Employee I. D. No. 115014 performing the duties of Associate Emergency Medical Technician vide Appointment Letter dated 15/11/2018 and was terminated from the services vide letter dated 29/05/2020. She was drawing monthly CTC salary of Rs. 17,388/- as per the Appointment Letter dated 15/11/2018. His last drawn salary was Rs. 28,631/-.
- xii. Mr. Sameer Gaonkar was working with the Party II having Employee I. D. No. 111140 performing the duties of Associate Emergency Medical Technician vide Appointment Letter dated 10/08/2018 and was terminated from the services vide letter dated 29/05/2020. Mr. Gaonkar was drawing a salary of Rs. 15,330/- as per the Salary Slip of July, 2019 and had completed 2 years Advanced Post Graduation Diploma in emergency care 2019-2021 of which Certificate was not issued inspite of repeated request and was also issued with an Experience Certificate vide letter dated 14/07/2020. His last drawn salary was Rs. 14,350/-.

10. The Party I states that all the above workmen were fully trained, well educated with efficient skills and were working for the welfare of the Party II, however the Party II by way of punishment terminated their services which is illegal, unjust and malafide. The Party I states that the Appointment Letters which were given to the Party I workers were termed as Fixed Term Employment, however the workers have worked for more than 240 days in a calendar year and therefore all the workers are protected under the Industrial Disputes Act, 1947. The Party I states that because of the dishonest intention and malafide actions, the Party II had purposely issued fixed term employment to the workers so that they can terminate their services at any point of time without following the due procedure of law.

11. The Party I states that the action of the Party II in dismissing the services of the Party I workers with effect from above mentioned date is non-est illegal, unjust and malafide and further states that the termination is disproportionate even assuming the alleged misconduct as stated by the Party II against the Party I. The Party I prays that they may be reinstated in the services with full back wages and continuity in service with all the consequential benefits and craves leave to amend the Claim Statement as and when required.

12. In its Written Statement filed at Exhibit 9, the Party II submits that it is a registered Society at Hyderabad under the Andhra Pradesh Societies Registration Act, 2001 bearing registration No.187/2005 dated 07/02/2005 and it is a not-for-profit organization having its Head Office at Secunderabad, Telangana.

13. The Party II states that it had initially entered into a Memorandum of Understanding (MOU) dated 14/06/2008 with the Government of Goa to provide comprehensive emergency response services to the State of Goa. The Party II states that they had been appointed as a State Level Nodal Agency to operationalize the emergency response services and subsequently, supplementary MOUs and additional agreements had been entered into between the Party II and the Government of Goa under which these services are being provided. It is stated that the Party II is not charging the State Government any fee or taking any money for providing the service under the said MOUs.

14. The Party II states that the operational costs of providing the service including the salaries of the employees engaged by the Party II to provide services under the MOU are being paid by the State of Goa and the State of Goa has direct control over every aspect of the said service provided by the Party II as the ambulances and all equipment used by the Party II are owned by the Government of Goa.

15. The Party II states that to provide these services under the said MOU, the Party II engages the services of drivers, technicians etc. and these workers are engaged specifically to provide the services under the said MOU and the Party II is not the 'Employer' under the Industrial Disputes Act, 1947" as the services provided by the Party II under the said MOU is not as an 'industry' under the Industrial Disputes Act, 1947. The Party II submits that assuming (without admitting) that this service is an industry, then it is an industry carried on by and under the authority of the State Government and hence, for the purposes of the Industrial Disputes Act, the State Government is the Employer and not the Party II. The Party II not being the Employer under the Industrial Disputes Act, 1947, has no obligation under the said Act and there is no employer-employee relationship between the Party II and the Party I/Workmen.

16. The Party II submits that the present reference as made by the State Government is not maintainable on facts as well as in law and is vague as it does not mention the date of termination of service of the individual workmen. It is submitted that the present reference is made without any application of mind and deserves to be returned as the workmen have never made any demand for reinstatement or raised any grievance against their alleged termination either to the State Government or to the Party II. The present reference is also bad in law as there is no 'industrial dispute' as defined under Section 2(k) of the Industrial Disputes Act, 1947 between the workmen mentioned in the Order of Reference and the Party II, as the Party II is not the Employer of these workers under the Act. It is further submitted that there is no common cause of action for these 12 workmen for the State Government to have made one common reference for their dispute, therefore the Order of Reference is bad and deserves to be returned.

17. The Party II submitted that there is no group among the workers who were working with them. It is submitted that each of the workman in the present reference was individually appointed and their service conditions were specifically governed by their respective Appointment Letters and contracts. The Party II denied that all the workmen concerned in the Order of Reference have completed 240 days of work and that all these workmen were confirmed in service as alleged. It is further submitted that the Party II is providing emergency response services to the Government of Goa free of cost and it is not a public-private partnership for profit.

18. The Party II submitted that the Workman/Mr. Ramu Vithu Shelko was employed for a fixed term employment for a period of one year with effect from 16/10/2018 and thereafter no extension was granted after the expiry of the said term. It is stated that though the Party II was considering to extend the period of employment of Mr. Shelko, there was unauthorized and unexplained absence from duty on his part, therefore a show cause notice on unauthorized absenteeism dated 17/03/2020 was issued to the said workman to which he had filed his reply on 06/04/2020. Subsequently, a Warning Letter dated 10/04/2020 was issued to the Workman by Party II for unauthorized absence from duties. However, on account that there should not be any harm caused to the future prospects of the said Workman, the employment services of the workman were validly discontinued vide letter dated 29/05/2020 in accordance with the letter dated 16/10/2018 offering fixed term employment by Party II on simpliciter and not punitive grounds.

19. As far as the Workman/Mr. Shavesh Gaonkar is concerned, the Party II submits that he was employed for a fixed term employment for a period of one year with effect from 26/08/2019 and thereafter,

the fixed term employment of the said Workman was validly terminated in furtherance of clause-7 of the Letter dated 28/08/2019 offering fixed term employment to Mr. Gaonkar and therefore no cause of action arises on his behalf.

20. The Party II submits that the Workman/Mr. Yashwant Naik was employed with them for a period of one year probation with effect from 10/08/2008 and thereafter vide letter dated 20/08/2009 his services came to be confirmed by the Party II. Subsequently, the services of the Workman/Mr. Naik were discontinued vide letter dated 29/05/2020 in accordance with the Confirmation Letter dated 20/08/2009 wherein the Workman had agreed that the Party II is not liable to pay any compensation for retrenchment or lay off and that his employment can be terminated by servicing a notice of 30 days. It is submitted that in the course of employment of the said Workman, there were instances of unauthorized absence from duty and behavioral misconduct on his part due to which there were show-cause notices dated 02/03/2019, 30/01/2018, 09/02/2018 and 21/02/2018, however, for the reason that the future prospects of the said Workman should not be hampered, the employment services of the workman were validly discontinued by the Party II on simpliciter and not punitive grounds.

21. As far as the Workman/Mr. Keshav Govekar is concerned, the Party II submits that he was employed w.e.f. 10/08/2008 and thereafter his services were validly discontinued by Party II w.e.f. 28/05/2020 in accordance with the Letter of Appointment dated 10/08/2008. It is submitted that in the course of the employment of the said Workman, there was instance of behavioral misconduct on his part due to which there was a show-cause notice dated 02/05/2020 issued to him. However for the reason that the future prospects of the said workman should not be hampered, the employment services of Shri Govekar were validly discontinued by the Party II on simpliciter and not punitive grounds.

22. It is submitted that Mr. Pravin Naik was employed with the Party II for a period of one year probation w.e.f. 12/01/2009 and thereafter vide letter dated 12/01/2010 his services came to be confirmed by the Party II. Subsequently, the services of the Workman/Mr. Naik were discontinued vide letter dated 28/05/2020 in accordance with the Confirmation Letter dated 12/01/2019 wherein the Workman had agreed that Party II is not liable to pay any compensation for retrenchment or lay off and that his employment can be terminated by serving a notice of 30 days. It is further submitted that in the course of employment of the said Workman there were instances of violation of multiple codes of EMRI viz., not being found in the allotted place and not being found in uniform on duty due to which Warning Letters dated 05/08/2009 and 04/02/2014, 18/05/2011, 27/07/2011 respectively were issued to the Workman. However, for the reasons that the future prospects of the Workman/Mr. Naik should not be hampered, his employment services were validly discontinued by the Party II on simpliciter and not punitive grounds.

23. It is submitted that the Workman/Mr. Shyamrao Jadhav was employed with the Party II for a fixed term employment for a period of one year with effect from 13/10/2014 and thereafter vide letter dated 21/09/2019 his services came to be confirmed by Party II from 13/10/2015. Subsequently, the services of Mr. Jadhav were validly discontinued vide letter dated 29/05/2020 in accordance with Clause 1 and Clause 3 of the Annexure-A of the Appointment Letter dated 13/10/2014.

24. It is submitted that Mr. Sagun Varak was employed with the Party II for a fixed term employment for a period of one year w.e.f. 16/10/2018 and thereafter no extension was granted after the expiry of the said term. Subsequently, the services of the Workman were validly discontinued vide letter dated 29/05/2020 in accordance with the Letter dated 16/10/2018 offering fixed term employment and therefore no cause of action arises on his behalf.

25. As far as Mr. Eshan Naik is concerned, it is submitted that he was employed with the Party II for a fixed term employment for a period of one year w.e.f. 21/12/2016 and thereafter his services came to be confirmed by the Party II vide letter dated 21/12/2017. Subsequently, the services of Mr. Naik were validly discontinued vide letter dated 29/05/2020 in accordance with the letter dated 21/12/2016 offering fixed term employment.

26. It is submitted that the Workman/Mr. Mohit Chari was employed with the Party II for a fixed term employment for a period of one year w.e.f. 12/09/2014 and thereafter his services came to be confirmed by Party II vide letter dated 12/09/2015. Subsequently, his services were validly discontinued vide letter dated 29/05/2020 in accordance with the letter dated 12/09/2014 offering fixed term employment.

27. It is submitted that the Workman/Mr. Gajanan Usapkar was employed with the Party II for a fixed term employment for a period of one year w.e.f. 27/01/2017 and thereafter his services came to be confirmed by Party II vide letter dated 14/08/2018. Subsequently, his services were validly discontinued vide letter dated 28/05/2020 in accordance with the letter dated 27/01/2017 offering fixed term employment.

28. It is submitted that the Workman/Ms. Pranaya Chari was employed with the Party II for a fixed term employment for a period of one year w.e.f. 15/11/2018 and thereafter no extension was granted after the expiry of the said term. Subsequently, her services were discontinued vide letter dated 29/05/2020 in accordance with the letter dated 15/11/2018 offering fixed term employment and therefore no cause of action arises on her behalf.

29. As far as the Workman/Mr. Sameer Gaonkar is concerned, it is submitted that he was employed with the Party II for a fixed term employment for a period of one year w.e.f. 10/08/2018 and thereafter no extension was granted after the expiry of the said term. Subsequently, his services were validly discontinued vide letter dated 29/05/2020 in accordance with the letter dated 10/08/2018 offering fixed term employment and therefore no cause of action arises on his behalf.

30. The Party II submits that the nature of employment and duties of each of these individual workman is governed by their respective appointment letters and contracts. It is denied that all of them were fully trained and were well educated with efficient skills working for the welfare of Party II and further denied that their services were terminated by way of punishment which is illegal, unjust and malafide. It is submitted that each termination was in accordance with the rules and appointment letters and contracts applicable to the individual workmen. It is denied that all the workmen concerned in the Order of Reference have completed 240 days of work in a Calendar Year in accordance with the Industrial Disputes Act, 1947 and that the Industrial Disputes Act, 1947 has no application to the present case as the terminations of these workmen do not amount to retrenchment.

31. In the Rejoinder at Exh. 17 filed by the Party I, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

32. Considering the pleadings filed by both the Parties, following Issues were framed by this Tribunal on 01/08/2016 at Exhibit 20.

ISSUES

1. Whether the Party I/Workmen proves that the action of the Employer in refusing them employment is illegal and unjustified?
2. Whether the Party I/Workmen proves that the present dispute is an industrial dispute as defined under Section 2(k) of the Act?
3. Whether the Party I/Workmen were engaged under fixed-term contracts and if so, whether termination upon contract expiry is lawful?
4. What relief? What Order?

33. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed as well as the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Issue No. 2 : In the Affirmative

Issue No. 3 : In the Affirmative

Issue No. 1 : In the Negative

Issue No. 4 : As per Final Order

REASONS

34. *Issue No. 2:* Section 2(k) of the Industrial Disputes Act defines "industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person". Admittedly, the present dispute has been referred to this Tribunal by the Government of Goa after duly considering the Failure Report and on

coming to a conclusion about existing industrial dispute between the Party I who are the employees of Party II for adjudication.

35. Undisputedly, the burden to prove the dispute if it is an 'industrial dispute' is on the workmen. The pleadings of the Claim Statement and the denial of those facts by the Party II in their Written Statement clearly indicates existence of a dispute. Now the question is whether the said dispute falls within the definition of 'industrial dispute' is a question which needs an answer in this connection. It is the contention of the Party I/Workmen that the definition of 'industrial dispute' has been significantly expanded after the Judgment in the case of **Bangalore Water Supply** delivered by a 7 Judge Bench and the definition now includes every possible organization having worker-employer relation in the industry. It is further their contention that for a dispute to be classified as 'industrial dispute' it is necessary that the employee must first raise a demand with the Management and the same is required to be rejected by the Management. The records reveal that the Party I had raised their demand before the Management and the same was rejected. Besides this, there is a clear evidence on record whereby the witness of Party II categorically admitted that Party II being the Employer of Party I workers, that they are having full control over them.

36. In the case in hand, the Party II has taken a stand that it is the Government who provides 100% of the funds for all operational costs including salaries. That the Government through various Orders and MoUs dictates the scope of services, the number of ambulances and the establishment of Care Centre. The entire undertaking i.e. the equipment, the infrastructure is owned by the Government of Goa. The work performed is a sovereign welfare function of the State and that the undertaking is carried out on, by or under the authority of Government Department, therefore for all purposes the Government of Goa is a Principal Employer.

37. In support of their contention, reliance is placed on **Bangalore Water Supply and Sewerage Board v/s A. Rajappa (1978)** wherein the Hon'ble Apex Court carved out exceptions for purely sovereign functions. Thus, according to them, the activities carried out by the Party II(1) is purely charitable, State funded, non-commercial welfare activity, as such, does not fall within the definition of 'industry'.

38. The stand taken by the Party II about the Government being the Principal Employer, gets diluted at the threshold when the material is placed on record which reads that Party II is an organization operating in the public-private partnership i.e. PPP mode having their separate office and the same is into the business of providing emergency management services.

39. There has been a Memorandum of Understanding dated 14/06/2008 signed between the Party II and the Government of Goa under which the services as described hereinabove have been provided to the general public. It is again undisputed that it is the Party II who directly engages the services of drivers, technicians who provides services under the said MoU, as such the Government of Goa is nowhere involved in hire and fire of these workers and this is exclusively done by the Party II. Though the Government provides 100% funds but the disbursement of salaries is done by the Party II. So also the Party II has immediate supervisory and administrative control over the Party I/Workmen.

40. That in order to constitute these services purely charitable, State funded, non-commercial welfare activities undertaken by the Government of Goa, there has to be a direct link between Government of Goa as a service provider and to the public at large which is not the case here. It is not the case of the Party II that the salaries of the workmen are paid directly by the Government of Goa and not by Party II(1). Similarly, hiring of the workmen is also done by Party II(1) and not by Government of Goa. The person who hires has also got powers to fire him from the job. When all these powers are enjoyed by Party II without any intervention or restriction from the Government of Goa, now the Party II cannot come up with a stand that it is not Party II but it is the Government of Goa who is the Principal Employer and that there is no employee-employer relationship between the Party I and Party II(1).

41. Thus the dispute in the present reference very well falls within the ambit and the four corners of the Industrial Disputes Act, 1947. Hence, this Issue stands answered in the affirmative in favour of the Party I.

42. *Issue No. 3 & 1:* It is in the evidence of the Workman/Shri Pravin Naik, one of the Workmen named in this reference, on examination deposed that the workmen concerned in the present reference were employed by Party II(1) and their detailed particulars of employment i.e. their date of appointment, period

of employment, salary drawn and finally the Letter of Termination issued to them by the Party II(1) is as under:

Mr. Ramu Vithu Shelko was employed with Party II having Employee I. D. No. 113747 performing the duties of Assistant Pilot vide Appointment Letter dated 06/10/2018 at GMC and was transferred last to Vasco Primary Health Centre. Mr. Shelko being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 17,178/- as per the Appointment Letter dated 06/10/2018 and his services were terminated vide letter dated 29/05/2020. His last drawn salary was Rs. 14,200/-.

Mr. Shavesh Gaonkar was employed with the Party II having Employee I. D. No. 127921 as a Pilot vide his Appointment Letter dated 26/08/2019 and he was terminated from the services vide letter dated 29/05/2020. Mr. Gaonkar being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,872/- as per the Appointment Letter dated 26/08/2019. His last drawn salary was Rs. 14,200/-.

Mr. Yeshwant Naik was employed with the Party II having Employee I. D. No. 14024 performing the duties of Assistant Pilot vide Appointment Letter dated 10/08/2008 and had worked for almost 12 years with the Party II, however he too was removed from the services vide letter dated 29/05/2020. Mr. Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 6,000/- as per the Appointment Letter dated 10/08/2008. Mr. Naik was issued Compensation structure, benefits and changes vide letter dated 31/07/2009 by which his gross emoluments were Rs. 6,044/- and other monetary benefits Rs.309/- and in the month of February, 2020, his total earnings were Rs. 18,091/- and the net salary was Rs. 16,184/-. He was also honoured with EM Care Award, South Goa for October, 2012, March, 2013, 108 Saviour Award for February, 2015 and also Certificate of Appreciation for May, 2013. Mr. Yeshwant Naik was transferred from Quepem Ambulance to Margao Ambulance location vide letter dated 03/07/2019 and his last drawn salary as per the Bank Statement was Rs. 25,840/-.

Mr. Keshav Govekar was employed with Party II having Employee ID No. 14024 performing the duties of Assistant Pilot vide Appointment Letter dated 10/08/2008 and his services were terminated vide letter dated 29/05/2020. Mr. Govekar being a Pilot was performing the duties of a Driver from the date of his appointment and his last drawn salary was Rs. 14,200/-.

Mr. Pravin Naik was employed with the Party II having Employee I. D. No. 019933 performing the duties of Associate Pilot vide Appointment Letter dated 12/01/2009 and he was terminated from the services vide letter dated 29/05/2020. Mr. Pravin Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,872/- as per the Appointment Letter dated 12/01/2009. His last drawn salary was Rs. 16,700/-

Mr. Shyamrao Jadhav was working with the Party II having Employee I. D. No. 070020 performing the duties of Associate Pilot vide Appointment Letter dated 13/10/2014 and was terminated from the services vide letter dated 29/05/2020. Mr. Jadhav being a Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 9,692/- as per the Appointment Letter dated 13/10/2014. Mr. Jadhav was issued an Experience Certificate dated 06/11/2015 and on successful completion of probation period, he was issued a Confirmation Certificate vide letter dated 21/09/2018. He was also honoured with EM Care Award, South Goa for July, 2015 and his last drawn salary as per the Bank Statement was Rs. 34,100/-,

Mr. Sagun Varak was employed with the Party II having Employee I. D. No. 113746 performing the duties of a Pilot vide Appointment Letter dated 16/10/2018 and he was terminated from the services vide letter dated 29/05/2020. Mr. Varak being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 17,178/- as per the Appointment Letter dated 16/10/2008. His last drawn salary as per the Bank Statement was Rs. 28,605/-.

Mr. Eshan Naik was working with the Party II having Employee I.D. No.093878 performing the duties of Associate Pilot vide Appointment Letter dated 21/12/2016 and was terminated from the services vide letter dated 29/05/2020. Mr. Eshan Naik being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 16,582/- as per the Appointment Letter dated

21/12/2016. His salary as per Salary Slip of October, 2019 was Rs. 16,110/-. His last drawn salary was Rs. 16,110/-.

Mr. Mohit Chari was working with the Party II having Employee I.D. No.069055 performing the duties of Associate Pilot vide Appointment Letter dated 12/09/2014 and was terminated from the services vide letter dated 29/05/2020. Mr. Chari being the Pilot was performing the duties of a Driver from the date of his appointment and his monthly CTC salary was Rs. 9,041/- as per the Appointment Letter dated 12/09/2014 and also on successful completion of probation period he was issued a Confirmation Certificate vide letter dated 12/09/2015. His last drawn salary as per the Bank Statement was Rs. 16,789/-.

Mr. Gajanan Usapkar was working with the Party II having Employee I.D. No 094865 performing the duties of Associate Pilot vide Appointment Letter dated 27/01/2017 and was terminated from the services vide letter dated 28/05/2020. Mr. Usapkar being the Pilot was performing the duties of a Driver from the date of his appointment his monthly CTC salary was Rs. 14,590/- as per the Appointment Letter dated 27/01/2017 and also on successful completion of probation period, he was issued a Confirmation Certificate vide letter dated 14/08/2018. He was also honoured with the Certificate of Appreciation for being best Pilot with safe ambulance drive on 26th May, 2019 representing the South District, South Goa and his last drawn salary was Rs. 32,211/- as per the Bank Statement.

Ms. Pranaya Chari was working with the Party II having Employee I.D. No.115014 performing the duties of Associate Emergency Medical Technician vide Appointment Letter dated 15/11/2018 and was terminated from the services vide letter dated 29/05/2020. She was drawing monthly CTC salary of Rs. 17,388/- as per the Appointment Letter dated 15/11/2018 and was terminated from the services vide letter dated 29/05/2020.

Mr. Sameer Gaonkar was working with the Party II having Employee I.D. No. 111140 performing the duties of Associate Emergency Medical Technician vide Appointment Letter dated 10/08/2018 and was terminated from the services vide letter dated 29/05/2020. Mr. Gaonkar was drawing a salary of Rs. 15,330/- as per the Salary Slip of July, 2019 and had completed 2 years Advanced Post Graduation Diploma in emergency care 2019-2021 of which Certificate was not issued inspite of repeated request and was also issued with an Experience Certificate vide letter dated 14/07/2020. His last drawn salary was Rs. 14,350/-.

43. The witness, Shri Pravin Naik on behalf of all the workmen in his evidence clearly stated that he is deposing on behalf of all the workmen concerned in the Order of reference and further confirmed that all the workmen have worked with the Party II(1) for more than 240 days and have been confirmed in services by Party II/Employer. Admittedly, the Party II(1) is an organization operating in Public-Private Partnership (PPP) mode and is working under the Health Department, Government of Goa which is providing emergency medical services to the public. Almost all the employees in the reference are the skilled workers mostly engaged in technical work such as Drivers, Medical Technician, Health Assistants etc. Shri Naik produced on record all the material documents such as Letters of Appointment, Salary Slips and the Termination Letters concerning all the workmen including his own personal documents and the same have been admitted in evidence in his examination-in-chief from Exh. 24 to Exh. 81.

44. Shri Pravin Naik produced on record the Letter of Authority duly signed by all the workmen at Exhibit 82. In the cross-examination, he further confirmed that their salary was paid by Party II(1) and the equipment on the ambulance was also provided by Party II(1). His deposition further reveals that all the workmen concerned were fully trained, well educated and had efficient skills while working with Party II(1), however, the Party II(1) illegally terminated their services without citing any reasons or show-cause notices or by following due process of law before terminating their services. Their services were terminated without following the provisions of Section 25F of the Industrial Disputes Act and in total violation of Section 25F and 25J of the Industrial Disputes Act, 1947.

45. The Management witness Shri Adolf Pacheco on the other hand in his examination-in-chief reiterated and affirmed all the statements made by Party II(1) in their examination-in-chief and denied the case of the Party I/Workmen as set out in their Claim Statement. Though the Company denied that they are working with the Government of Goa in PPP mode, their witness Shri Adolf admitted that his main duties are liasoning of duties with the Government Departments in PPP mode and further admitted that the Party II/Company provides services all over Goa and the Company recruits staff from all over Goa. That the Company employs technical as well as non-technical staff such as EMTs, Doctors, advanced EMTs,

Drivers, Helpers etc. He further confirmed that the staff was recruited in a PPP mode as per the Agreement and the Appointment Letters were issued by the Company. He further affirmed that the salaries of the staff were paid by the Company and that the workmen concerned in the present reference were under the supervision of the Company and were employed by the Company and they were issued Appointment Letters as well as I.D. Cards. The Employees were sanctioned leave in terms of the rules and regulations applicable to the Company and the Company also complied with EPF and ESIC for the workmen.

46. When put to him that all the workmen concerned in the present reference have completed 240 days of service with the Company, he instead of admitting or specifically denying the same, answered saying he is not sure. Again, when put to him that in the Termination Letters no reasons of termination were mentioned in their Termination Letter he again answered saying I am not sure. However, when confronted with the Letter of Termination of the Workman/Keshav Govekar dated 28/04/2020 he admitted that the Termination Letter did not mention any reason for termination. He further admitted that the workmen herein were not issued with any show-cause notice nor any charge-sheet was issued to them, neither any enquiry was conducted against any misconduct by the employees.

47. The Party II(1) though has taken several defences in their Written Statement and the same has been repeated and reiterated in the Affidavit-in-Evidence by their witness Shri Adolf, however, in his cross-examination he confirmed and affirmed many facts in favour of Party I/Workmen and contrary to their own defence. He showed his ignorance as regards to the workmen raising the issue of termination before the Authority nor could he justify his statement as referred in Para-11, 15, 17, 25, 27 of his Affidavit-in-Evidence. When put to him, Mr. Adolf admitted that Workmen namely Shri Pravin Naik worked for the Society/Company from 12/01/2009 till 28/05/2020, Shyamrao Jadhav worked for the Society/Company from 13/10/2014 till 29/05/2020, Shri Sagun from worked for the Society/Company from 16/10/2018 till 29/05/2020, Eshan Naik worked for the Society/Company from 21/12/2016 till 29/05/2020, Mohit Chari worked for the Society/Company from 12/09/2014 till 28/05/2020, Gajanan Usapkar worked for the Society/Company from 27/01/2017 till 28/05/2020, Miss Pranaya Chari worked for the Society/Company from 15/11/2018 till 28/05/2020, Sameer Gaonkar worked for the Society/Company from 10/08/2018 till 28/05/2020. As regards to Sharvesh Gaonkar, Keshav Gaonkar and Yeshwant Naik, he stated that he is not sure about the same but did not specifically deny their employment with the Party II.

48. When put to him specifically that all these workmen have completed 240 days of work in the Calendar Year with the Company, he stated that it was based on the Contract. Finally, he admitted that all the workmen in the present reference were terminated on 28/29th of May, 2020 with immediate effect as per their Termination Letters produced on record. Though, Shri Adolf deposed on behalf of the Party II/Company, however, he did not produce any authorization to depose in the matter on behalf of the Party II/Company.

49. Thus, it is the contention of Party I/Workmen that the stand taken by the Party II(1) that the appointments of the workers concerned in the present reference are on contractual term is an incorrect stand as, as per the Appointment Letters the workers were confirmed in the services even after expiry of contract period. The workers continued working with Party II without the renewal of the contract and as such their services are deemed to be of permanent in nature. In support of their above contention the Party I/Workmen placed reliance in the case of **Bharatiya Kamgar Karmachari Mahasangh v/s M/s Jet Airways Limited** wherein it is held that “*Certified Standing Orders have a statutory post. The Standing Orders implies a contract between the Employer and the workmen—the Employer and workmen cannot enter into a contract overriding the statutory contract embodied in the Certified Standing Orders*”. As against this and in rebuttal, the Management contended that the discontinuation of services of the 12 workmen, which originally occurred in May, 2020, was legal, contractually justified and bona-fide. The subsequent refusal of employment is a consequence of this lawful discontinuation.

50. It is contended that the termination was not a retrenchment as per the incontrovertible Application of Section 2(oo)(bb) of the Industrial Disputes Act. It is submitted that the cessations of employment in question do not constitute “retrenchment” as defined under Section 2(oo) of the Industrial Disputes Act. The definition of retrenchment, while broad, is subject to specific and explicit exclusions. The most pertinent of these is Section 2(oo)(bb), which reads: “retrenchment” ... does not include— (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 9 such contract being terminated under a

stipulation in that such contract being terminated under a stipulation in that behalf contained therein;" This exclusion carves out two distinct scenarios from the definition of retrenchment: First: The natural expiry of a fixed-term contract of employment and its subsequent non-renewal. Second: The termination of a contract (even if not for a fixed term) pursuant to a specific clause or stipulation within that contract which provides for such termination. The case of each of the 12 workmen falls squarely within one of these two categories, as demonstrated by the documentary evidence on record. The Workmen were on Fixed-Term Contracts as a significant number of the workmen were explicitly engaged for a fixed period of one year. Their appointment letters are unambiguous.

51. It is further contended that Workmen with Express Termination Stipulations (Including Confirmed Employees) even in cases where workmen were confirmed after a probationary period, their contracts of employment (i.e., their appointment and confirmation letters) contained an express "stipulation" for termination, bringing them under the second limb of Section 2(oo)(bb). The confirmation letter dated 20.08.2009 (Exh-96) of the Workman/Shri Yeshwant Naik contains the following stipulations: "a. Either party can terminate the employment by serving a notice of 30 days." "b. Please note that your employment is co-terminus with the contract of GVK EMRI with the Government of Goa and hence... GVK EMRI's liability will be only to provide due notice and it is not liable to pay any compensation for retrenchment or lay off." The confirmation letter dated 12.01.2010 of the Workman/Shri Pravin Naik contains identical stipulations. Other workmen such as Shamrao Jadhav, Eshan Naik, Mohit Chari and Gajanan Usapkar also had their employment governed by appointment letters containing clear clauses regarding probation, notice periods, and the co-terminus nature of their employment with the Government project. Their discontinuance was effected in accordance with these stipulations.

52. Since the termination of service for every single workman falls within the explicit exclusions of Section 2(oo)(bb), their termination, by definition, is NOT a retrenchment. Consequently, the conditions precedent to retrenchment laid down in Chapter V-A of the Industrial Disputes Act, most notably Section 25F (notice and compensation) and Section 25G (last come, first go), are entirely inapplicable to the present case. The Party I's entire claim, which is predicated on a violation of Section 25F, is therefore foundationally flawed and must fail.

53. The Party II(I) sought to distinguish the claim of Party I and submitted that the case does not fall within the purview of Section 25F. In this regard, the Party II(I) sought to dismiss the Claim and contention of Party I/Workmen that all the workmen concerned in the present reference since completed 240 days of continuous service, as such are entitled for protection u/s 25F. By placing strong reliance on the Judgment in the case of **M.D., Karnataka Handloom Development Corp. Ltd. v/s Sri Mahadeva Laxman Raval, (2006) 13 SCC 15**. This is the locus classicus on the issue. The Supreme Court faced the exact same argument and held unequivocally "Even assuming that the respondent had worked 240 days continuously he, in our opinion, cannot claim that his services should be continued because the number of 240 days does not apply to the respondent inasmuch as his services were purely contractual. The termination of his contract, in our view, does not amount to retrenchment and, therefore, it does not attract compliance of Section 25F of the I.D. Act at all." (emphasis supplied) The Apex Court made it clear that once the termination is found to be covered by Section 2(oo)(bb), the inquiry into the number of days worked is rendered entirely moot and irrelevant."

54. In the case of **Gangadhar Pillai v. Siemens Ltd., (2007) 1 SCC 533**, here, the workman had worked for many years on successive fixed-term contracts, completing over 240 days in several 13 years. The Supreme Court rejected his claim for regularization and explained the purpose of the 240-day rule: "It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 240 days was introduced so as to fasten a statutory liability upon the employer to pay compensation to be computed in the manner specified in Section 25-F of the Industrial Disputes Act, 1947 before he is retrenched from services and not for any other purpose." The Court affirmed that a termination upon the end of a contract period falls within Section 2(oo)(bb). 40. **Haryana State Agricultural Marketing Board v. Subhash Chand, (2006) 2 SCC 794**: The Supreme Court held: "If the termination of service in view of the exception contained in clause (bb) of Section 2(oo) of the Act is not a 'retrenchment', the question of applicability of Chapter VA thereof would not arise."

55. In the case of **Nagpur District Central Co-operative Bank Ltd. v. Prashant Ashokrao Salunke, 2016 (1) Mah LJ 706**, a Division Bench of the Hon'ble Bombay High Court, after exhaustively reviewing all the Supreme Court precedents, crystallized the legal position. In that case, the employer had conceded that the workman completed 240 days. Despite 14 this concession, the Court held that "Once it is held that the nature of employment is covered under Clause (bb) of Section 2(oo) of the ID Act, then the provisions of Chapter V-A would not be applicable and as such the complainant would not be entitled to retrenchment compensation."

56. The Party II/Management through their documentary evidence more particularly the Letter of Appointment which explicitly described as a Fixed Term Appointment could prove that the ingredients of Section 2(oo) as well as Section 25F of the Industrial Disputes Act, 1947 is inapplicable to the case in hand. The above arguments are strongly based by the observations in the Judgments cited above.

57. Further, dismissing the contention of Party I that the terminations were malafide act on behalf of Management only to punish the workmen, it is contended that despite of several show-cause notices and Warning Letters issued to certain workmen, the Management has consciously restrained itself from not treating those actions as a misconduct and a simple termination Order adhering to the terms of the Appointment Order have been issued to the Workmen with intention not to harm their future prospects.

58. Reliance is also placed in support of their above contention in the case of the law on this subject, as laid down by the Hon'ble Supreme Court in **Pavanendra Narayan Verma v. Sanjay Gandhi PGI of Medical Sciences, (2002) 1 SCC 520**, "that the form of the order is determinative. If the order is non-stigmatic on its face, it is a valid simpliciter termination, even if the 'motive' behind the termination was misconduct. The court is not to lift the veil to find a punitive intent unless the order itself is a mere camouflage for a punitive dismissal. Here, the terminations were a straightforward invocation of contractual rights, not a disguised punishment.

59. Further, in support of their contention, the Management repeatedly reiterated all the employees in the present reference were employed with Party II(1) on a legitimate Fixed Term Contract and the same was governed by the MOU with the Government of Goa. In this context reliance is placed in the case of the Supreme Court in **S.M. Nilajkar v. Telecom Distt. Manager, Karnataka, (2003) 4 SCC 27**, wherein it is held that "for Section 2(oo)(bb) to apply, the contract must explicitly state the fixed term, and the workman must be made aware of it at the time of employment. Both conditions are satisfied here. The appointment letters are clear, and the workmen accepted them without protest.

60. The Management, thus, could satisfactorily justify that the action of discontinuing the services was legal and justified and the termination was not a retrenchment within the ambit of Section 2(oo) and 2(bb). Hence, the Issue No.3 stands answered in favour of the Management in the affirmative. Consequently, the Party I/Workmen could not prove that the action of the Employer in refusing them employment w.e.f. 28/29th May, 2020 is illegal and unjustified and hence, the Issue No.1 stands answered in the negative.

Hence, the following Order:

ORDER

- i. The reference stands dismissed.
- ii. Inform the Government accordingly.

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

Panaji.



Department of Personnel

Order

No. 13/19/2026-PER/2842

Date : 11-Sep-2026

Whereas, Government vide Order No. 13/19/2026-PER/2021 dated 30/06/2026 had granted extension in service to Dr. Jai Prakash Tiwari, Dean, Goa Medical College and Hospital beyond the date of his

superannuation for a period of three months w.e.f. 01/07/2026 to 30/09/2026, in public interest subject to Vigilance clearance, concurrence of Finance Department and approval of Council of Ministers.

And whereas, the Vigilance Department vide letter dated 07/08/2026 has submitted Vigilance Clearance stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Dr. Jai Prakash Tiwari, Dean, Goa Medical College and Hospital.

And whereas, the Finance Department vide its U. O. No. 1400130692 dated 28/08/2026 concurred the proposal for grant of extension in service to Dr. Jai Prakash Tiwari, Dean, Goa Medical College and Hospital, subject to Cabinet approval.

And whereas, the Council of Ministers in its One Hundred and Thirteenth (CXIIIth) meeting held on 09/09/2026 resolved to grant ex-post facto approval for extension in service to Dr. Jai Prakash Tiwari, Dean, Goa Medical College and Hospital beyond the date of his superannuation for a period of one year w.e.f. 01/07/2026 to 30/06/2027 instead of three months, in public interest.

Now, therefore, the Government is pleased to accord ex-post facto approval for extension in service to Dr. Jai Prakash Tiwari, Dean, Goa Medical College and Hospital beyond the date of his superannuation for a period of one year w.e.f. 01/07/2026 to 30/06/2027 in public interest.

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

Durga Kinlekar, Under Secretary (Personnel-II).

Porvorim.

Order

No. 15/16/2025-PER/2872

Date : 16-Sep-2026

Read:- Memorandum No. 15/16/2025-PER dated 31/08/2026.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/42(2)/2025/211 dated 05/08/2026, the Governor of Goa is pleased to appoint the following candidates to the post of Mamlatdar/Joint Mamlatdar/Vigilance Officer (Group “B” Gazetted) under the Government of Goa in Level-7 of Central Civil Services (Revised Pay) Rules, 2016 with immediate effect.

1. Ms. Anagha Vasudev Damle.
2. Shri Krunal Kiran Thakur (PwD).
3. Shri Nikhil Dilip Naique (OBC).
4. Smt. Prathana Sunny Phadte (OBC).

The appointment of the above candidates is purely provisional and shall be subject to successful verification of their character and antecedents; certification of medical fitness from the Medical Board, Goa Medical College, Bambolim; verification of caste certificate; verification of disability/PwD certificate and verification of educational qualification.

The appointees shall be on probation for a period of two years from the date of joining. They shall submit their Annual Assessment Report during the probation period.

The pay and allowance of the above officers shall be debited to the Budget Head controlled by the respective Collectorates North/South/Kushavati, wherever they are posted from time to time.

They shall report to Personnel Department for further orders.

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

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

Porvorim.

Order

No. 15/9/2026-PER/2873

Date : 17-Sep-2026

Read:- Memorandum No. 15/9/2026-PER dated 08/09/2026.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/42(7)/2025/234 dated 17/08/2026, the Governor of Goa is pleased to appoint the following candidates to the post of Mamlatdar/Joint Mamlatdar/Vigilance Officer (Group “B” Gazetted) under the Government of Goa in Level-7 of Central Civil Services (Revised Pay) Rules, 2016 with immediate effect.

1. Ms. Varsha Narayan Gawade.
2. Ms. Kshipra Umesh Bapat.
3. Smt. Siddhi Aayesh Tari (OBC).
4. Shri Avesh Anil Chopdekar (OBC).
5. Ms. Mayuri Laximikant Naik (EWS).
6. Shri Jai Janu Velip (ST).

The appointment of the above candidates is purely provisional and shall be subject to successful verification of their character and antecedents; certification of medical fitness from the Medical Board, Goa Medical College, Bambolim; verification of caste certificate; verification of EWS certificate and verification of educational qualification.

The appointees shall be on probation for a period of two years from the date of joining. They shall submit their Annual Assessment Report during the probation period.

The pay and allowance of the above officers shall be debited to the Budget Head controlled by the respective Collectorates North/South/Kushavati, wherever they are posted from time to time.

They shall report to Personnel Department for further orders.

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

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

Porvorim.

Order

No. 5/4/2026-PER/2890

Date : 21-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 Officers of Goa Civil Service, in public interest, with immediate effect:

Sr. No.	Name and present posting of the Officer	Posted as
1.	Shri Anil D. Shirodkar, Under Secretary, Goa Public Service Commission	Deputy Registrar, Government Polytechnic, Panaji
2.	Ms. Priya S. Samant alias Smt. Priya V. Kamat, awaiting posting	Under Secretary, Goa Public Service Commission

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

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

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

Porvorim.

Order

No. 15/7/2025-PER/2891

Date : 21-Sep-2026

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

Sr. No.	Name & present posting of the Officer	Posted as
1.	Shri Shailesh N. Kothawale, Joint Mamlatdar-III, Bicholim with additional charge of Joint Mamlatdar-II, Bicholim	Joint Mamlatdar-II, Bicholim
2.	Smt. Siddhy Pai Angle, Joint Mamlatdar-I, Ponda	Mamlatdar in Collectorate, Kushavati District
3.	Smt. Janavi Kalekar, Joint Mamlatdar-III, Mormugao	Joint Mamlatdar-I, Ponda
4.	Smt. Arya A. Velip, Joint Mamlatdar-II, Tiswadi	Joint Mamlatdar-I, Canacona
5.	Ms. Anagha Vasudev Damle, awaiting posting	Joint Mamlatdar-II, Quepem
6.	Shri Krunal Kiran Thakur, awaiting posting	Chief Officer, Pernem Municipal Council
7.	Shri Nikhil Dilip Naique, awaiting posting	Joint Mamlatdar-I, Sanguem with additional charge of Joint Mamlatdar-II, Sanguem
8.	Smt. Prathana Sunny Phadte, awaiting posting	Joint Mamlatdar-II, Tiswadi
9.	Ms. Varsha Narayan Gawade, awaiting posting	Joint Mamlatdar-I, Dharbandora
10.	Ms. Kshipra Umesh Bapat, awaiting posting	Joint Mamlatdar-VI, Salcete
11.	Smt. Siddhi Aayesh Tari, awaiting posting	Joint Mamlatdar-IV, Tiswadi with additional charge of Joint Mamlatdar-V, Tiswadi
12.	Shri Avesh Anil Chopdekar, awaiting posting	Joint Mamlatdar-II, Pernem with additional charge of Joint Mamlatdar-III, Pernem
13.	Ms. Mayuri Laximikant Naik, awaiting posting	Joint Mamlatdar-III, Bicholim
14.	Shri Jai Janu Velip, awaiting posting	Joint Mamlatdar-III, Mormugao

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

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

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

Porvorim.

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

No. 22/4/2019-I/PHD/Part-I/971

Date : 01-Jul-2026

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/11/24(2)/2019/111 dated 08/06/2026, Government is pleased to promote Ms. Avita Fernandes, Assistant Professor to the post of Associate Professor in Community Health Nursing (Group 'A' Gazetted) in the Institute of Nursing Education under Directorate of Health Services on a regular basis in the Level 11 of the Pay Matrix (PB-3 ₹15600–39100 + GP ₹6600) and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to retirement of Ms. Anna A. C. D'Souza Rauto from the post of Associate Professor in the Institute of Nursing Education, Bambolim on 31/03/2019.

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

Dr. Pooja Madkaikar, Under Secretary (Health-II).

Porvorim.

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Department of Tribal Welfare

Directorate of Tribal Welfare

Order

No. 1-520-2026-27/GSSTFDCL-TFC/ADMN/DTW/3529

Date : 16-Sep-2026

Sub.: Reconstitution of the Task Force Committee under the Goa Tribal's Employment Generation Programme (GTEGP) Scheme implemented by the Goa State Scheduled Tribes Finance & Development Corporation Ltd., Panaji.

In supersession of the earlier Task Force Committee constituted vide this office letter No. 1-235(4)-2019-20/ADMN/DTW/3612 dated 02/10/2019, and with a view to ensuring effective implementation, monitoring and appraisal of proposals under the Goa Tribal's Employment Generation Programme (GTEGP) Scheme, and as per the Clause 5 (5.2) of the scheme. The Goa State Scheduled Tribes Finance & Development Corporation Limited, Panaji is one of the implementing agencies.

As per the Clause 8 of the scheme, a separate Task Force Committee is to be constituted for implementing agency. The revised Task Force Committee is hereby reconstituted with the existing members and by replacing of a Chartered Accountant as follows:

- | | | |
|---|---|-----------|
| 1. Managing Director (GSSTFDCL), Implementing Agency | — | Chairman. |
| 2. Deputy Director, Tribal Welfare or his/her representative | — | Member. |
| 3. Shri Vishwas Gaude, Representative of Association of Tribals | — | Member. |
| 4. Deputy Director (Admn.), DITC | — | Member. |
| 5. Shri Brijesh Pednekar, Chartered Accountant | — | Member. |

The services of Chartered Accountant as a member of Task Force Committee at Sr. No. 5 above has been nominated by the Finance Department, Debt Management Division, Secretariat, Porvorim vide their letter No. 13/1/2024-Fin(DMU)/10230 dated 01/07/2026.

The earlier Task Force Committee constituted vide this office letter No. 1-235(4)-2019-20/ADMN/DTW/3612 dated 02/10/2019 shall stand superseded with immediate effect.

This is issued with the approval of Government vide U. O. No. 211/F dated 08/09/2026.

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

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

Panaji.

Department of Urban Development

(Municipal Administration)

Order

No. 1043/2026-DMA/Appointment of Administrator/2336

Date : 18-Sep-2026

Read: Order No. 10/1043/2026-DMA/Appointment of Administrator/686 dated 26/05/2026.

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 298 of the Goa Municipalities Act, 1968 (Act 7 of 1969), the Government of Goa hereby appoints Shri Chandrakant Shetkar, Director of Settlement and Land Records as Administrator of Mapusa Municipal Council in addition to his own duties, in place of Ms. Fiona Cardozo, Additional Director of Panchayat-I.

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

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

Brijesh Manerkar, Director of Urban Development & ex officio Additional Secretary.

Panaji.