

Panaji, 20th November, 2008 (Kartika 29, 1930)

SERIES II No. 34

OFFICIAL GAZETTE



GOVERNMENT OF GOA

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 33 dated 13-11-2008, namely, Extraordinary dated 14-11-2008 from pages 875 to 876 regarding Notifications from Department of Finance (Revenue & Control Division) and Order from Department of Home (Home—General Division).

ELECTION COMMISSION OF INDIA

Nirvachan Sadan,
Ashoka Road,
New Delhi - 110001.

Dated: 12th November, 2008.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

Addendum

No. 14/5/92/EDN/(Vol.I)/Part/218/274

Read: Order No. 14/5/92/EDN/(Vol.I)/Part/218/303 dated 19-10-2005.

In the above referred order dated 19-10-2005 the following para shall be added after para 2.

"The above officials shall exercise their option for fixation of their pay in the promotional grade, in terms of provisions of F. R. 22(I) (a) (i) within a period of one month from the date of issue of the Addendum. The option once exercised shall be final."

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

Dr. Celsa Pinto, ex officio Joint Secretary (School Education).

Panaji, 6th November, 2008.

Department of Elections

Office of the Chief Electoral Officer

Order

No. 5-34-2008/ELEC/2093

The following Order No. 3/4/ID/2008/SDR/(GOA) dated 12th November, 2008 issued by the Election Commission of India, New Delhi is hereby published for general information.

Ajit Srivastava, Chief Electoral Officer.

Panaji, 19th November, 2008.

Order

No. 3/4/ID/2008/SDR/(GOA)

1. Whereas, Section 61 of the Representation of the People Act, 1951 provides that with a view to preventing impersonation of electors, so as to make the right of genuine electors to vote under Section 62 of that Act more effective, provisions may be made by Rules under that Act for use of Electors Photo Identity Cards (EPICs) for electors as the means of establishing their identity at the time of polling; and

2. Whereas, Rule 28 of the Registration of Electors Rules, 1960, empowers the Election Commission to direct, with a view to preventing impersonation of electors and facilitating their identification at the time of poll, the issue of EPICs to electors bearing their photographs at State cost; and

3. Whereas, Rules 49H (3) and 49K (2) (b) of the Conduct of Elections Rules, 1961, stipulate that where the electors of a constituency have been supplied with Electoral Identity Cards under the said provisions of Rule 28 of the Registration of Electors Rules, 1960, the electors shall produce their EPICs at the polling station and failure or refusal on their part to produce those EPICs may result in the denial of permission to vote; and

4. Whereas, a combined and harmonious reading of the aforesaid provisions of the said Act and the Rules, makes it clear that although the right to vote arises by the existence of the name in the electoral roll, it is also dependent upon the use of the Electoral Identity Card, where provided by the Election Commission of India at State cost, and that both are to be used together; and

5. Whereas, the Election Commission made an Order on the 28th August, 1993, directing the issue of EPICs to all electors, according to a time bound programme; and

6. Whereas, the Commission has taken note of the fact that over the last few years since the implementation of the programme of issue of EPICs was taken up, the election machinery of Goa, have issued these cards to a substantially high number of electors and made all possible efforts, by way of repeated rounds of the constituencies and areas, with a view to issuing cards to the left-out electors; and

7. Whereas, at the general election to the Legislative Assembly of Haryana held in January-March, 2000, and at all general and bye-elections held since then, the Commission had directed that all electors who were issued with EPICs should produce those cards to exercise their franchise at the said elections, and that it would permit the odd electors who have not obtained their EPICs to vote at the said elections, provided their identity is otherwise established by production of one of the alternative documents prescribed by the Commission; and

8. Now, therefore, after taking into account all relevant factors and the legal and factual position, the Election Commission of India hereby directs that all electors in 17-Pale Assembly Constituency in Goa, who have been issued with their EPICs, shall have to produce these cards to exercise their franchise, when they come to the polling stations for voting at the current bye-election in the aforesaid constituency, notified on 1st November, 2008.

9. The Election Commission will, however, permit the electors who have not been issued their EPICs to vote at the current bye-election, provided their identity is otherwise established by the production of any of the following alternative documents:-

- i) Passports
- ii) Driving Licences.
- iii) Income Tax Identity (PAN) Cards.
- iv) Service Identity Cards with photograph issued to its employees by State/Central Government, Public Sector Undertakings.
- v) Passbooks with photograph issued by Public Sector Banks/Post Office and Kisan Passbooks (Accounts opened on or before 30-9-2008).
- vi) Student Identity Cards with photograph issued by Recognised Educational Institutions on or before 30-9-2008.
- vii) Property Documents such as Pattas, Registered Deeds etc. with photograph.
- viii) Ration Cards with photo of the Head of the family issued on or before 30-9-2008.
- ix) SC/ST/OBC Certificates issued by competent authority on or before 30-9-2008.
- x) Pension Documents such as ex-servicemen's Pension Book/Pension Payment Order, ex-servicemen's Widow/Dependent Certificates, Old Age Pension Order with photograph, Widow Pension Order with Photograph.
- xi) Freedom Fighter Identity Cards.

- xii) Arms Licenses with photograph issued on or before 30-9-2008.
- xiii) Certificate of Physical Handicap with photograph issued by Competent Authority, on or before 30-9-2008.

10. It is clarified that any document, as enumerated above, which is available only for the Head of family, shall be allowed for the purpose of identification of other members of the family, provided all members come together and can be identified on the basis of such document.

By Order,

K. F. Wilfred,
Secretary.

भारत निर्वाचन आयोग

निर्वाचन सदन,
अशोक रोड,
नई दिल्ली - ११००११

दिनांक: १२ नवम्बर, २००८।

आदेश

सं. ३/४/आई.डी./२००८/एस.डी.आर. (गोवा)

यह:, लोक प्रतिनिधित्व अधिनियम, १९५१ की धारा ६१ में यह उपबंधित है कि निर्वाचकों के प्रतिरूपण को रोकने की दृष्टि से, ताकि उक्त अधिनियम की धारा ६२ के अधीन असली निर्वाचको के मतधिकार को और अधिक प्रभावी बनाया जा सके, मतदान के समय अपनी पहचान को सिद्ध करने के उपाय के रूप में निर्वाचको के लिए निर्वाचक पहचान-पत्र (ई.पी.आई.सी.) के प्रयोग के लिए उस अधिनियम के अधीन नियमों द्वारा प्रावधान किया जाए; और

२. यत:, निर्वाचक रजिस्ट्रीकरण नियम, १९६० का नियम २८ निर्वाचन आयोग को मतदान के समय निर्वाचको के प्रतिरूपण को रोकने और मतदान के समय उनकी पहचान सुगम बनाने के लिए राज्य की लागत पर उनके फोटोग्राफ सहित निर्वाचक पहचान-पत्र (ई.पी.आई.सी.) जारी करने का निदेश देने का अधिकार देता है; और

३. यत:, निर्वाचनों का संचालन नियम, १९६१ के नियम ४९ ज (३) और ४९ ट (२) (ख) में यह अनुबंध है कि जिन निर्वाचन-क्षेत्र के निर्वाचकों को निर्वाचक रजिस्ट्रीकरण नियम, १९६० के नियम २८ के उक्त उपबंधों के अधीन निर्वाचक पहचान-पत्र (ई.पी.आई.सी.) जारी किये गये हैं उन निर्वाचकों को मतदान केन्द्र में अपना निर्वाचक पहचान-पत्र प्रस्तुत करना होगा और उनकी ओर से निर्वाचक पहचान-पत्र (ई.पी.आई.सी.) प्रस्तुत करने में असफल रहने या मना करने पर मत डालने से उन्हें मना किया जा सकता है; और

४. यत:, उक्त अधिनियम और नियमों के उपर्युक्त उपबंधों के सामंजस्यपूर्ण और संयुक्त पठन से यह स्पष्ट हो जाता है कि यद्यपि मत देने का अधिकार निर्वाचक नामावली में नाम होने से ही होता है, तथापि यह निर्वाचक पहचान-पत्र के प्रयोग पर भी निर्भर करता है, जहाँ राज्य की लागत पर भारत निर्वाचन आयोग द्वारा निर्वाचक पहचान-पत्र जारी किया गया है, वहाँ दोनों को ही साथ-साथ प्रयोग में लाया जाना है; और

५. यत:, निर्वाचन आयोग ने एक समयबद्ध कार्यक्रम के अनुसार सभी निर्वाचको को ई.पी.आई.सी. जारी करने का निदेश देते हुए २८ अगस्त, १९९३ को एक आदेश दिया था; और

६. यतः, आयोग ने यह पाया है कि पिछले कुछ वर्षों से सबसे निर्वाचक फोटो पहचान-पत्र जारी करने के लिए कार्यक्रम का कार्यान्वयन शुरू किया गया है, गोवा के निर्वाचन-तन्त्र ने सभी संभव प्रयत्नों द्वारा छूटे हुए निर्वाचकों, को ध्यान में रखते हुए पहचान-पत्र जारी करने के लिए निर्वाचन-क्षेत्रों और इलाकों में अनेक चक्रों को दोहराते हुए पर्याप्त संख्या में निर्वाचकों को पहचान-पत्र जारी किए हैं; और

७. यतः, जनवरी-मार्च, २००० में हुए हरियाणा विधान सभा के साधारण निर्वाचनों, और तब से अब तक सभी साधारण तथा उप-निर्वाचनों में आयोग ने यह निदेश दिया था कि उक्त निर्वाचनों में सभी निर्वाचक जिन्हें निर्वाचक फोटो पहचान-पत्र जारी किए जा चुके हैं, मतदान करते समय अपने पहचान-पत्र प्रस्तुत करें और उक्त निर्वाचनों में उन छूटे हुए निर्वाचकों जिन्होंने निर्वाचक फोटो पहचान-पत्र प्राप्त नहीं किए हैं, उन्हें मतदान करने की अनुमति दी जाएगी बशर्ते कि आयोग द्वारा निर्धारित किसी वैकल्पिक दस्तावेजों में से कोई एक दस्तावेज प्रस्तुत करने पर उनकी पहचान स्थापित की जा सके; और

८. अतः, अब, सभी संबद्ध बातों और विधिक तथा तथ्यात्मक स्थिति को ध्यान में रखते हुए भारत निर्वाचन आयोग एतद्वारा यह निदेश देता है कि गोवा राज्य में १७-पाले विधान सभा निर्वाचन क्षेत्र के सभी निर्वाचकों को जिन्हें फोटो पहचान-पत्र जारी किए गए हैं उन्हें १ नवम्बर, २००८ को अधिसूचित उक्त निर्वाचन क्षेत्र के लिए चालू उप निर्वाचन में मतदान केन्द्रों पर मत डालने और अपने माताधिकार का प्रयोग करते समय इन पहचान-पत्रों को प्रस्तुत करना होगा।

९. तथापि, निर्वाचन आयोग उन निर्वाचकों को चालू उप निर्वाचन में मत देने की अनुमति देगा, जिन्होंने मतदाता पहचान-पत्र प्राप्त नहीं किए हैं, बशर्ते उनकी पहचान निम्नलिखित वैकल्पिक दस्तावेजों में से कोई एक प्रस्तुत करने पर अन्यथा स्थापित हो जाती है:—

- (१) पासपोर्ट।
- (२) ड्राइविंग लाइसेन्स।
- (३) आयकर पहचान-पत्र (पी.ए.एन)।
- (४) राज्य/केन्द्र सरकार, सार्वजनिक क्षेत्र के उपक्रमों द्वारा उनके कर्मचारियों को जारी किए जाने वाले फोटोयुक्त सेवा पहचान-पत्र।
- (५) सार्वजनिक क्षेत्र के बैंक/डाकघर/किसान फोटोयुक्त पासबुक (३०-९-२००८ को या उससे पूर्व खोला गया खाता)।
- (६) मान्यता प्राप्त शैक्षिक संस्थाओं द्वारा ३०-९-२००८ को या उससे पूर्व जारी फोटोयुक्त छात्र पहचान-पत्र।
- (७) फोटोयुक्त सम्पत्ति दस्तावेज जैसे पट्टा, रजिस्ट्रीकृत विलेख आदि
- (८) ३०-९-२००८ को या उससे पूर्व जारी परिवार के मुखिया की फोटोयुक्त राशन कार्ड।
- (९) सक्षम प्राधिकारी द्वारा ३०-९-२००८ को या उससे पूर्व जारी अ.जा./अ.ज.जा./अती पिछडा वर्ग प्रमाण-पत्र।
- (१०) फोटोयुक्त पेंशन दस्तावेज जैसे कि भूतपूर्व सैनिक पेंशन बुक/पेंशन अदायगी आदेश/भूतपूर्व सैनिक विधवा/आश्रित प्रमाण-पत्र/वृद्धावस्था पेंशन आदेश/विधवा पेंशन आदेश।
- (११) स्वतंत्रता सेनानी पहचान-पत्र।
- (१२) ३०-९-२००८ को या उससे पूर्व जारी फोटोयुक्त शस्त्र लाइसेंस।
- (१३) सक्षम प्राधिकारियों द्वारा ३०-९-२००८ को या उससे पूर्व जारी फोटोयुक्त शारीरिक विकलांगता प्रमाण-पत्र।

१०. यह भी स्पष्ट किया जाता है कि ऊपर गिनाए गए किसी दस्तावेज, जो परिवार के मुखिया के पास ही उपलब्ध होते हैं, की अनुमति परिवार के दूसरे सदस्यों

की पहचान के लिए भी दी जानी चाहिए, बशर्ते कि परिवार के सभी सदस्य परिवार के मुखिया के साथ आए तथा परिवार के मुखिया द्वारा मतदान केन्द्र पर उन की पहचान स्थापित की जाए।

आदेश से,
के.एफ.विल्फ्रेड
सचिव

Department of Labour

Notification

No. 28/1/2008-LAB/1475

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 22-07-2008 in reference No. IT/48/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

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

Porvorim, 14th October, 2008.

IN THE LABOUR COURT-I
GOVERNMENT OF GOA
AT PANAJI

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

Case No. Ref. IT/48/07

Suvarna Naik & 10 ors.,
Rep. by Goa Trade &
Commercial Workers' Union,
Velho's Building, 2nd Floor,
Opp. Municipal Garden,
Panaji-Goa.

... Workmen/Party I

V/s

M/s. Gull Chem. Industries,
D-2/2, Mapusa Industrial Estate,
Dattawadi,
Mapusa-Goa.

... Employer/Party II

Party I/Workmen is represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. P. Chawdikar.

Panaji, dated: 22-07-2008.

A WARD

1. In exercise of the powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 11-09-2007 bearing No. 28/41/2006-LAB/808 referred the following dispute for adjudication of this Labour Court:

SCHEDULE

"(1) Whether the action of the management of M/s. Gull Chem. Industries, Mapusa in refusing

terminating the services of their following eleven workmen, with effect from 16-02-2005 is legal and justified ?

- 1) Suvarna Naik, Operator.
- 2) Chanda Naik, Operator.
- 3) Kirti Bhonsle, Operator.
- 4) Suchita Phadte, Operator.
- 5) Meeta Hoble, Operator.
- 6) Pramodini Mandrekar, Operator.
- 7) Vijayata Goltekar, Operator.
- 8) Archana Tari, Operator.
- 9) Usha Naik, Operator.
- 10) Sangeeta Salgaonkar, Operator.
- 11) Shubhangi Malik, Operator.

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

2. On receipt of the reference, a case was registered under No. IT/48/07 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workmen/Party I (for short "workmen") however, could not file his statement of claim although ample opportunities were given to them. On 22-07-2008, the Id. Adv. Suhas Naik representing Union of the workmen filed an application which is at Exhibit 8 stating that the Union after receipt of the present reference has tried all efforts to contact the workmen named in the order of reference however, inspite of its all efforts to contact the workmen, none of the workmen have approached the Union Office and in absence of the workmen the Union is not in a position to prepare the statement of claim and hence the union does not wish to file the statement of claim due to non-communication of the workmen named in the order of reference.

3. The Id. Adv., Shri P. Chawdikar appearing for the Party II/Employer also files an application which is at Exb. 9 stating that all the workmen named in the order of reference have accepted an amount from the Party II in full and final settlement of their claim with the Employer/Party II and produced a xerox copy of receipts of the said payment. He therefore, prayed that the said receipt be taken on record and no dispute award be passed. Since the dispute between the workmen and the employer has been amicably settled and the workmen have accepted the certain amount from the employer in full and final settlement of their claim individually and acknowledged receipt to that effect, the dispute does not exist and the reference does not survive. In the circumstances of the case I pass the following Order.

ORDER

It is hereby held that the reference does not survive as the dispute between the workmen and the Management of M/s. Gull Chem. Industries, Mapusa Industrial Estate, Dattawadi, Mapusa-Goa does not exist in view of the settlement.

No order as to costs.

Inform the Government accordingly.

§/-

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

Notification

No. 28/1/2008-LAB/1475

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 08-09-2008 in reference No. IT/28/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

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

Parvorim, 14th October, 2008.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. Ref. IT/28/07

Ms. Amisha Shirodkar,
Near Marathi Primary School,
St. Pedro
Ribandar-Goa. ... Workman/Party I

V/s

M/s. Puma Stationery Pvt. Ltd.,
245/1- D-1,
Mologo de Crora,
Corlim Industrial Estate,
Corlim-Goa. ... Employer/Party II

Party I/Workman is represented by Shri Subhash Naik.

Party II/Employer is represented by Adv. P. Chawdikar.

Panaji, dated: 08-09-2008.

A WARD

1. In exercise of the powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 16-05-2007 bearing No. 28/13/2007-LAB/506 referred the following dispute for adjudication of this Labour Court.

SCHEDULE

"(1) Whether the action of the Management of M/s. Puma Stationery Pvt. Ltd., Corlim Industrial Estate, Corlim-Goa in terminating the services of Ms. Amisha Shirodkar, workman, w.e.f. 20-03-2006 is legal and justified ?

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

2. On receipt of the reference, a case was registered under No. IT/28/2007 and registered A. D. notices were issued to the parties. In pursuance of the said notice the parties put in their appearance. The Workman/Party I (for short "workmen") filed its statement of claim at Exhibit 9. The facts of the case as pleaded by the workman was that she was employed with the Employer/Party II (for short "Employer") in its establishment

situated at Corlim Industrial Estate, Corlim-Goa as a worker. She stated that prior to her marriage her maiden name was M. Rupa Khedekar. She stated that she was initially employed as a probationary vide letter dated 5-2-1999 issued by M/s. Delta Stationery Pvt. Ltd., and was confirmed in services vide letter 12-07-2000 with effect from 1-7-2000 and prior to that she worked with Party II as a casual worker. She stated that she was issued an E.S.I. Card bearing No. 106938 which shows that she was in employment with Party II with effect from 10-07-1998. She stated that she was also issued Provident Fund Slip bearing No. GA/10755-A/38 which bears the name of Delta Stationery Pvt. Ltd. (AW F Stationery Pvt. Ltd.). She stated that in the year 2005, she was issued a letter dated 30-04-2005 by M/s. Delta Stationery Pvt. Ltd., stating that she has been transferred with continuity of service to M/s. Artline (India) Pvt. Ltd. She stated that M/s. Artline (India) Pvt. Ltd., issued a letter dated 1-05-2005 stating that with effect from 1-5-2005 her services are taken over by them. She further stated that M/s. Artline (India) Pvt. Ltd., was closed down by closure notice dated 26-12-2005. She stated that after closure, her services were transferred to the Party II where she worked till date of her termination i.e. 20-03-2006. She stated that after termination of her services by the Party II, she received a letter dated 20-03-2006 from M/s. Artline (India) Pvt. Ltd., stating that her services have been terminated with effect from 20-03-2006. She stated that at the time of issue of the said letter she was not working with M/s. Artline (India) Pvt. Ltd., but was working with Party II as the said M/s. Artline (India) Pvt. Ltd., which was closed long time back. She stated that the said letter dated 20-03-2006 of M/s. Artline (India) Pvt. Ltd., also mentions that settlement dated 3-2-2006 was signed before Labour Commissioner, where it was agreed to keep termination letters in abeyance for 45 days. She further stated that the said settlement was not signed by M/s. Artline (India) Pvt. Ltd., but were signed by the Party II, M/s. Delta Stationery Pvt. Ltd. and M/s. AW F C Stationery Pvt. Ltd., with Gomantak Mazdoor Sangh Union before the Labour Commissioner. She stated that the Party II has set four establishments managed by the same Management to run their activity to save taxes and to be able to escape the provisions of labour legislations namely, M/s. Artline (India) Pvt. Ltd., M/s. Puma Stationery Pvt. Ltd., M/s. Delta Stationery Pvt. Ltd. and M/s. AWFC Stationery Pvt. Ltd. She stated that all the said establishments have common Management and common PF as well as E.S.I. account. She stated that the workers of each establishment are transferred from one establishment to another on daily basis mostly orally. She stated that although they may be signing attendance and taking salary from one establishment, they may be working for another establishment. She stated that wage settlements that are signed are common with all the four establishments. She stated that for all legal purposes, the said four establishments is one entity having functional integrity. She contended that at the time of her termination, the Party II did give one month's notice before terminating

her services, but did not pay her retrenchment compensation as required under the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. She stated that she was one of the seniormost workers employed and terminated by the Party II, by retaining junior workers in services, thus violating the mandatory provisions of Section 25-G of the Industrial Disputes Act, 1947. She contended that after termination of her services by the Party II, the Party II has employed over 50 new casual employees without giving an opportunity to Party I to work with her, thus violating the mandatory provisions of Section 25-H of the Industrial Disputes Act, 1947. She contended that she had worked with Party II continuously since 1998 without break and as a permanent worker. She contended that her services could not have been summarily dismissed in total violation of provisions of Industrial Disputes Act, 1947. She submits that grave injustice has been done to her by removing from service although she was senior in service and the said removal is in total violation of Section 25-F, 25-G and 25-H of Industrial Disputes Act, 1947 and hence entitled for reinstatement in service with full back wages and continuity in service with cost. The Party I therefore prayed that she be reinstated in service with full back wages and continuity of service with cost.

3. The Employer could not file his written statement although several opportunities were given to him. On 23-06-2008 the Id. Representative, Shri Subhash Naik appearing for the Party I orally submits that the matter is already settled between the parties and seeks time for filing the terms of settlement. On 28-08-2008 the Id. Representative of both the parties filed a joint application for consent award which is at Exhibit 13 stating that the Party I has received all her legal dues as well as ex-gratia compensation and therefore no dispute is pending with the Party II. The parties stated that in view of the mutually acceptable settlement arrived between them, the Party I does not wish to continue with the reference as no dispute exists and prayed that no dispute award be passed. Since the dispute between the workmen and the Employer has been amicably settled, the dispute does not exist and the reference does not survive. In the circumstances, I pass the following order.

ORDER

It is hereby held that the reference does not survive as the dispute between the workman, Ms. Amisha Shirodkar and the Management of M/s. Puma Stationery Pvt. Ltd., Corlim Industrial Estate, Corlim-Goa does not exist in view of the settlement.

No order as to costs.

Inform the Government accordingly.

S/-

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

Notification

No. 28/1/2008-LAB/1475

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 05-09-2008 in reference No. IT/14/93 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

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

Porvorim, 14th October, 2008.

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

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/14/93

Workmen rep. by
The General Secretary,
Gomantak Mazdoor Sangh,
Kamakshi Krupa, Ground Floor,
Khadapaband, Ponda-Goa. ... Workmen/Party I

V/s

Mr. Sadanand Naik,
M/s. Shakti Drinks Talaulim,
Ponda-Goa. ... Employer/Party II

Party I/Workmen represented by Shri P. Gaonkar.

Party II/Employer is represented by Adv. M. V. Gawas.

A WARD

(Passed on this 5th day of September, 2008)

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the said Act, 1947 by order dated 22-12-92, the Government of Goa has referred to this Industrial Tribunal the following dispute for adjudication:

"(1) Whether the action of the management of M/s. Shakti Drinks, Ponda-Goa in terminating the services of Shri Shivram Naik, driver-cum-salesman with effect from 1-7-92 is legal and justified ?

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

2. On receipt of the reference IT/14/93 was registered. Notices were issued to both parties. The Party I has filed claim statement at Exb. 3 and the Party II had filed its written statement at Exb. 5.

3. The case of the Party I is that the Party II factory which is engaged in manufacturing soft drinks is owned by Sadanand Naik. It is the case of the Party I that he was in employment of the Party II as a driver-cum-salesman since 1974 till 31-6-1992. The Party I has

stated that the Party II had deducted an amount of Rs. 25,000/- from his salary. Sometime in the month of June, 1992, he had asked the Party II for the said money and for the said reason the Party II illegally terminated his services w.e.f. 1-7-1992. The Party I has stated that no legal dues were paid at the time of termination of his service and that no enquiry was conducted. The Party I has stated that his termination is illegal and unjustified. The Party I has further stated that at the time of his termination he was drawing salary of Rs. 1,000/- and that he is unemployed. The Party I has sought reinstatement in service with full back wages and continuity in service.

4. The Party II has denied that Sadanand Naik is the owner of the factory. The Party II has also denied that it had engaged the Party I as driver-cum-salesman since in the year 1974 or thereafter. The Party II has stated that in the year 1986 Sadanand Naik had engaged Party I as a driver to drive his private matador tempo and that the Party I was paid daily wages of Rs. 25/-. The Party I had left the services from 1-12-1986 and joined again on 1-3-1988. The Party II has further stated that the Party I had obtained loan of Rs. 22,320/- in the year 1986 and 1988 on account of a wedding of close relative. The Party II has stated that the Party I was called upon to repay the loan failing which he was warned that the loan would be deducted from his salary. The Party II has stated that the Party I left the services on 1-7-92 and on the same date joined as driver on another private tempo only to avoid deduction of loan from his salary. The Party II has stated that the Party I is not entitled for any relief.

5. The Party I has filed rejoinder dated 10-8-94 wherein he has denied that he had obtained loan on account of the wedding of close relative. The Party I has also denied that he was working as driver on another private tempo.

5. Following issues were framed:

1. Does the Party I/Union prove that the workman, Shri Shivram Naik was employed by the Party II M/s. Shakti Drinks in the year 1974 and was in continuous service till 31-6-92 ?
2. Does the Party I/Union prove that the last salary drawn by the workman, Shri Shivram Naik was Rs. 1,000/- per month ?
3. Does the Party I/Union prove that the termination of the services of the workman, Shri Shivram Naik w.e.f. 1-7-92 is illegal and unjustified ?
4. Does the Party II prove that M/s. Shakti Drinks is a partnership concern of which Shri Sadanand Naik is one of the partners ?
5. Whether the workman is entitled to any relief ?
6. What Award or order ?

7. The Party I has filed written arguments at Exb. 16. It has been argued on behalf of the Party I that there

is clear admission by Sadanand Naik that he had employed Party I and that it is also an admitted position that the Party I was not in service from 1992. It is further argued that the contention of Party II that Party I had left his service to avoid deduction of loan is without any basis as the vouchers at Exb. E-1 and the balance sheet are fabricated. It has been argued that no enquiry was conducted and that since the termination is in contravention of provisions Sec. 25 F of the Act, the same is illegal and consequently the Party I is entitled for benefit of reinstatement with back wages. The Party I has relied upon the case of *H. D. Singh v/s Reserve Bank of India and other reported in 1985 (2) CLR 246 & Robert D'Souza v/s Executive Engineer*.

8. Learned advocate, Shri M. Gawas has filed written argument at Exb. 17 on behalf of Party II. He has argued that Shakti Drinks is a partnership firm which came into existence in the year 1981 and commenced its business in 1982. Hence Party I could not have worked for Party II since 1974. Learned advocate, Shri M. Gawas has further argued that the evidence of Party I is inconsistent with pleadings and hence cannot be believed. It is further argued that Party I has failed to adduce any evidence to prove that he was working for Party II since 1974 to 1992. Learned advocate, Shri Gawas has argued that Party I had fabricated vouchers at Exb. E-7 and this is evident from the copies at Exb. E-8 colly, produced by the witness, Shri Sadanand Naik as well as from the evidence of Nanda Naik, which has gone unchallenged. It is argued that Party I has failed to prove that Sadanand Naik is the proprietor of M/s. Shakti Drinks, on the contrary, the evidence produced by the Party II proves that it is a partnership firm of which Sadanand Naik is only a party. It is further argued that Party I has failed to prove employer employee relationship between him and the Party II and as such he cannot seek any relief against Party II. Advocate Gawas has argued that the evidence adduced by Party II amply proves that Party I was employed by Sadanand Naik to drive his private tempo. The evidence of Sadanand Naik vis-à-vis the receipts at Exb. E-1 colly prove that Party I had obtained loan of Rs. 22,320/- from Sadanand Naik and that Party I had left service to avoid deduction of loan from his salary. It is also argued that Party I has gainfully employed and is not entitled for any relief. He has relied upon the decision on reported in (a) 2007 (6) ALL MR 312, (c) AIR 2006 SC 56 (d) AIR 1957 S.C. 264 (e) AIR 1978 481.

9. I have perused the records and considered the arguments advanced by the respective parties.

10. *Issue Nos. 1 & 4:* It is the case of the Party I that the Party II is engaged in manufacturing soft drinks and that the Party II was also engaged in the business of selling coconuts. The Party I has stated that he was engaged by Party II as a driver and that he was in continuous service from 1974 to 3-6-92. In his evidence before the Tribunal, the Party I has stated that in the year 1974 he was engaged by Shri Sadanand

Naik to drive his truck bearing No. GDT 8283 which was employed on the mine and that he continued to work on the said truck for ten years. He has stated that in all these ten years the said truck was plying on the mine and that thereafter he starting driving tempo GDS-2698 which was employed for transporting soft drinks manufactured by Sadanand Naik. Thus according to the Party I, he was driving a truck operating on mines from 1974 to 1984 and from the year 1985 onwards he was driving a tempo engaged in transporting the soft drinks manufactured by Party II.

11. It is to be noted that the Party I had not stated either in his claim statement or in his rejoinder that the Party II was in mining business and that the Party II had engaged him to drive a truck which was plying on the mines but he had claimed that the Party II was engaged in manufacturing soft drinks and whole sale coconut dealings and that the Party II had employed him as a driver-cum-salesman. Thus the statement of the Party I that he was employed by Party II to drive a truck plying on mines and that he had driven the truck on mines for about 10 years is not borne out of pleadings.

12. It is also to be noted that Party II has placed on record partnership deed Exb. 2 which indicates that the partnership firm in the name and style of 'Navdurga Bottling' was constituted on 2-11-1981 and Shri Sadanand Naik and Suresh Naik are the parties of this firm and this partnership firm is engaged in the business of manufacturing soft drinks under brand name 'Shakti Drinks'. The registration certificate dated 10-9-1985 at Exb. 3 and the certificate at Exb. 5 indicates that M/s. Navdurga Bottling was registered in the Directorate of Industries and Mines as small scale industry under No. 56/03/03475/PMT/SSI/RIP/TINY dated 30-8-85. The letter at Exb. E-4 also indicates that M/s. Navdurga Bottling was granted licence for manufacture of sweetened aerated water on 15-4-1983. It is thus evident that the partnership firm 'Navdurga Bottling' was constituted in the year 1981 and it was granted licence to manufacture sweetened aerated water only in the year 1983. This being the case, the Party I could not have worked for this firm since 1974 as it has been averred in para 3 of the claim statement.

13. Be that as it may, in his evidence before the Tribunal, the Party I has stated that Sadanand Naik is manufacturing soft drinks in the name of M/s. Shakti Drinks and that he was driving the tempo of Party II since 1985. It may be mentioned here that Shakti Drinks is a brand name of soft drinks manufactured by a partnership firm M/s. Navdurga Bottling, of which Sadanand Naik and his brother Suresh Naik are partners. The Party II has denied that the Party I was working as a driver for the said partnership firm. It has claimed that in the year 1986 Sadanand Naik had engaged Party I to drive his private Matador Tempo. The Party II has stated that the Party I had left the service on 1-12-1986 and joined again on 1-3-1988 and once again left service on his own on 1-7-1992. The

questions which therefore arise are whether the Party I was working for Party II since 1985 and that Party II had terminated his services on 1-7-1992 or whether Party I was engaged by Sadanand Naik in the year 1986 to drive his private tempo and whether the Party I has abandoned the services from 1-12-1986 till 1-3-1988 and again from 1-7-1997.

14. The evidence of the Party I indicates that since 1985 he was driving tempo No. GDS 2698 which was engaged for transporting soft drinks manufactured by Party II. He has deposed that he was also driving tempo No. GDS 5288 and GDS 6122 and that he had worked for the Party II continuously without any break. It is to be noted that the statement of this witness that he was driving tempo No. 2698 has not been denied. It was only suggested to this witness that he was driving the said tempo since 1986. In his cross examination he has stated that Sadanand Naik was also a coconut dealer and that the tempo No. GDS 2698 was sometimes used to transport coconut or coconut shells. He has deposed that sometimes he used to drive tempo bearing No. GDS 5288 which was also used for transporting soft drinks. The Party I has also examined Dayanand Dhatu Naik. He has deposed that he had worked for Party II as an operator from 1985-1986. He has deposed that Party I was driving the vehicle belonging to Party II and that he was transporting/ carrying soft drinks manufactured by Party II. He has deposed that Sadanand Naik had two tempos and that Party I was driving these tempos to transport soft drinks manufactured by Party II. He has denied the suggestion that Sadanand Naik was only doing coconut business and that the said tempo were used by Sadanand Naik to transport coconuts. He had denied that Party II had separate tempos for transporting soft drinks. This witness has also admitted that another driver by name Bhikaro was working for Party II. He has denied the suggestion that Party I was not working for Party II.

15. The evidence of Party I and his witness clearly indicates that the Party I was working for Party II since 1985 and that he was driving tempo No. GDS 2698 and sometimes tempo No. GDS 5288 to transport/ distribute soft drinks under the brand name Shakti Drinks (Party II). It is to be noted that it was suggested to Party I that the named Shakti Drinks was written on the tempo No. GDS 5288 and that the said tempo was driven by Bhikaro and the same was used for distributing cold drinks. It was also suggested to Party I that he was driving tempo No. GDS 2698 which was only used for transporting coconuts/coconut shells. The Party I had admitted that the name Shakti Drinks was written on the tempo No. GDS 5288. However he had denied that the said tempo was driven by Bhikaro and that the tempo No. GDS 2698 was driven by him solely for transporting coconuts/coconut shells.

16. It is pertinent to note that in his evidence before the Tribunal, Shri Sadanand Naik, one of the

partners of the Party II has deposed that the Party I was driving tempo bearing No. GDS 5288. He has stated that this tempo was used for transporting coconuts whereas as stated earlier the defence set up in the cross examination of the Party I was that the tempo bearing No. 5288 had name of 'Shakti Drinks' written on it and that the said tempo was driven by one Bhikaro for transporting soft drinks manufactured by the Party II. It was suggested to the Party I that he was not driving the tempo GDS 5288 and that he was driving tempo bearing No. GDS 2698 for transporting coconut and coconut shells. The evidence of the Party II before this Tribunal is inconsistent with the case set up in the cross examination of the Party I. It is to be noted that there is an admission on the part of the Party II that the Party I was driving tempo bearing No. 5288. As suggested to Party I, this tempo was used for transporting soft drinks manufactured by the Party II. Thus there is tacit admission on the part of the Party II that the Party I was driving the tempo which was used for transporting soft drinks manufactured by the Party II.

17. The Party I had claimed that he used to supply cold drinks manufactured by Party II to its various dealers. The Party II had produced delivery challans No. 17303 dated 19-3-91 and challan No. 17184 dated 12-3-91 at Exb. E-7. These challans/bills indicate that cold drinks manufactured by Party II were supplied to pole star bar at Pale and the said challans bear signature of Party I. It is to be noted that vide order dated 11-1-99 (Exb. 13), the Party I was permitted to rely upon additional documents namely the delivery challans contained in the conciliation proceedings and the said file was called for. Apart from delivery challans at Exb. 7 the said file also contains delivery challans Nos. 16494 dated 23-1-91, 16808 dated 12-2-91, 17887 dated 10-4-91, 17621 dated 4-4-91, 14902, 20684 dated 5-5-90, 16608 dated 30-1-91. All these delivery challans also indicate that the cold drinks of Party II were supplied to pole star bar and these challans bear the signature of the Party I.

18. It is pertinent to note that Sadanand Naik has admitted that the soft drinks of Party II were supplied at various places such as Ponda, Mollem, Honda etc. However he has denied that the driver who used to supply the soft drinks to the customers of Party II used to prepare the bills. He has denied that the Party I used to drive the tempo of Party II and supply cold drinks to the customers of Party II and that he used to prepare bills and handover the same to the customers. It is to be noted that Sadanand Naik has admitted that the said delivery challan at Exb. 7 bears the sales tax number allotted to Party II. Sadanand Naik has also admitted in his cross examination that delivery challan is issued to the customer and the carbon copy is retained in the bill book. He has further stated that the voucher/bill issued to the customer is signed by the persons who delivers the goods to the said customers. He has stated that the challans produced by Party I are fabricated. He has produced

carbon copies of the delivery challan Nos. 16495, 16496, 16808, 16807, 17304, 17303, 17184, 17183, 14900, 14901 at Exb. 8 colly.

19. The delivery challans/bill at Exb. 7 as well as the challans produced in the conciliatory proceedings bears the signature of Party I. Sadanand Naik has claimed that these challans are fabricated. It is stated that Party I had obtained these challans from Nanda Naik, the proprietor of the pole bar and that he had signed the same subsequently. The Party II has produced carbon copies of some of the challans (Exb. 8) to prove that the carbon copies do not bear the signature of Party I. It is true that the carbon copies of the challans/bills (Exb. 8 colly) do not bear signature of the Party I, however this by itself does not lead to an inference that the challans/bills at Exb. 7 and the challans produced by Party I in conciliation proceedings are fabricated. Sadanand Naik has himself deposed that the person who delivers challans signs only the original vouchers, and if this was the practice, only the original challan which is handed over to the dealer will bear the signature of the person who delivered the soft drinks. It is also to be noted that none of the challans at Exb. 8 colly is signed by the person who had delivered the soft drinks. Sadanand Naik had tried to explain this by stating that sometimes in a hurry, the person who delivers the bottles forgets to sign the original. If this be so, the Party II ought to have procured and produced originals of Exb. 8 to prove that the original challans were also not signed by the person who had delivered the bottles. The contention of the witness that the Party I had procured the voucher at Exb. 7 from Nanda Naik, the proprietor of pole bar and that he had signed the same subsequently cannot be believed as the witness, Nanda Naik who was examined by the Party II was not subjected to cross examination and by application dated 9-4-02, the Party II had sought leave to drop this witness. This being the case, the evidence of this witness cannot be looked into. Having discarded the evidence of the witness, Nanda Naik, there is absolutely no other evidence to prove that the challans at Exb. 7 and those produced in conciliation proceedings are fabricated. Consequently the said challans cannot be discarded. These challans bear the signature of Party I and this fact itself fortifies the contention of Party I that he was driving the tempo which was used for supplying cold drinks manufactured by the Party II.

20. Learned advocate, Shri Gawas has relied upon the case of *Mukund Staff Officers Association v/s Mukund Limited reported in 2007 (6) ALLMR 312*, wherein the members of the petitioner union on termination had sought relief of reinstatement, full back wages and continuity in service. The Hon'ble High Court has held that as the respondent company had denied that claim of members of petitioner union, the initial burden was on them to prove that they are 'workmen' as contemplated u/s 2(s) of the Act and that there is no burden on the company to prove the negative.

Learned advocate, Shri M. Gawas has also relied upon the case of *Punjab National Bank v/s Ghulam Dastagir reported in AIR 1978 SC 481*. The question involved in this case was whether the respondent driver was employed by the Bank or whether he was the personal driver of the area manager of the Bank. The apex court has held that to ascertain who is the employer at any particular time, the crucial point is who exercises control and supervision over the workmen. In the instant case the oral evidence adduced by the Party I vis-à-vis the delivery challan at Exb. 7 proves that the Party I was employed Party II as a driver and that he was supplying the cold drinks manufactured by M/s. Navdurga Bottling in the brand name of Party II. The Party I had therefore discharged the initial burden of proving the employer-employee relationship between him and Party II/Navdurga Bottling and the burden would therefore shift on the Party II to prove that the Party I was appointed by Sadanand Naik as his personal driver and not as a driver of the firm.

21. It is to be noted that though the Party II has stated that the Party I was driving a tempo owned by Sadanand Naik, the Party II has not adduced either oral or documentary evidence to show as to which tempo are registered in the name of Sadanand Naik and which tempos are registered in the name of the Party II. The Party II has also not adduced any evidence to prove that Party I was appointed by Sadanand Naik to drive his private tempo and that he was under direct control and supervision at Sadanand Naik and that he was being paid salary by Sadanand Naik. Though the Party II has examined a witness by name Mathew Fernandes, the evidence of this witness does not in any manner help the Party II in proving that the Party I was driving the tempo of Sadanand Naik and not of Party II, as this witness has merely stated that from 1985 to 1992 he had worked as a driver for Sitaram Naik, the brother of Sadanand Naik and that he was driving a tempo used for supplying cold drinks. It is not the case of Party II that Sitaram Naik is the brother of Sadanand Naik or that he is one of the partners of M/s. Navdurga Bottling. It is also pertinent to note that this witness has not specified his salary. He has also not given the number of the tempo which was being driven by him. The evidence of Sadanand Naik also does not indicate that any driver by name Mathew Fernandes was driving the tempo of Party II. It is therefore difficult to believe that this witness, who is a resident of Tilamol was working as a driver for Party II, which is situated at Pale.

22. Be that as it may, the evidence of this witness does not indicate that Party I was not working for Party II or that Party I was working only for Sadanand Naik. It is also not the case of Party II that it owned only one tempo, which was being driven by the witness, Mathew Fernandes. On the contrary, the evidence on record indicates that Party II had several tempos which were used for supplying cold drinks and one such tempo was also driven by Bhikaro. Hence even if

the evidence of this witness is accepted in toto, it does not lead to an inference that Party I was not a driver of Party II. Consequently, the evidence of this witness does not in any manner help the Party II in proving that the Party I was the personal driver of Sadanand Naik.

23. The Party II has also not produced records such as attendance and wage register, vouchers etc. either of the firm M/s. Navdurga Bottling or those maintained by Sadanand Naik, in order to prove that the Party I was an employee of Sadanand Naik and not of the firm Navdurga Bottling/Party II. In the absence of oral as well as documentary evidence, it cannot be said that Party II has discharged its burden of proving the case pleaded in the written statement. This being the case, there is no reason to disbelieve the case pleaded and proved by the Party I that he was engaged as a driver by the Party II and that he is working for Party II since the year 1985. Though Party II has stated that Party I has left the service from 1-12-1986 to 1-3-1988, there is no evidence to substantiate the said claim. Hence it is held that Party I was in continuous service of Party II from 1985 till 1-7-1992. Issue No. 1 is answered partly in the affirmative. Issue No. 4 is answered in the affirmative.

24. *Issue No. 2:* The Party I has claimed that he was being paid salary of Rs. 1,000/-. In his evidence before the Tribunal he has stated that when he had joined his services in 1974 he was being paid salary of Rs. 1,000/- per month. As stated earlier the Party I has failed to prove that he was working for Party II since 1974 and as such the statement of the Party I that in the year 1974 he was being paid salary of Rs. 1,000/- per month cannot be accepted. The Party I has not specified his salary in the year 1985 i.e. the year in which he started working for the Party II. The Party I has also not specified what was his salary on the date of termination of his services. In the absence of such evidence it cannot be held that the last drawn salary of the Party I was Rs. 1,000/- per month. Issue No. 2 is answered in negative.

25. *Issue No. 3:* It is the case of the Party I that Party II had deducted Rs. 25,000/- from his salary and when he had asked Party II for the said amount, Party II illegally terminated his service w.e.f. 1-7-1992. Whereas the Party II has stated that Party I had taken loan of Rs. 22,320/- and that he had left services on 1-7-1992 only to avoid deduction of loan amount from his salary.

26. It may be mentioned here that though in the claim statement, Party I had stated that Party II had deducted Rs. 25,000/- from his salary, in his evidence before the Tribunal Party I has stated that on the date of his termination Party II was due to him Rs. 15,000/- to 16,000/-. He has deposed that Party II was not paying his wages regularly and that he used to take money from Party II as and when required. He has not specified since when his salary was not paid. He has also not stated how much money he had received from

Party II during the time he was in service with Party II. There is also discrepancy in the claim statement viz. the oral evidence is regards the amount which was allegedly deducted. It is also hard to believe that Party I would work for Party II when his salary was not being paid. There is also nothing on record to show that Party I had any time called upon the Party II to pay arrears of his salary. The story put forward by Party I is also not supported by any other witness. This being the case, I am unable to accept the contention of Party I that Party II was liable to pay to him Rs. 25,000/- as claimed in the claim statement or Rs. 15,000/- to 16,000/- as stated in his evidence.

27. It is also pertinent to note that Sadanand Naik has deposed that Party I had taken from him loan of Rs. 22,320/-. In support of this contention he had produced payment vouchers dated 28-3-88 and 5-10-86 at Exb. E-1 colly. The Party I has disputed his signature on these vouchers, however on comparing the signature on the vouchers as well as the signature of Party I on the deposition sheets, it can be said that the signature on the vouchers is that of Party I. As regards the contents of these vouchers, the voucher dated 5-10-86 indicates that Party I had taken Rs. 660/- towards advance driving charges. It is hard to believe that the amount paid to Party I in the year 1986 as an advance was not deducted from the salary of Party I till the year 1992.

28. The voucher dated 28-3-88 states that Party I was paid Rs. 21,660/- an account of advance driving charges from April, 1991 to September, 1993 and that the same were to be deducted from the salary of Party I. It is not known why the salary of 1991-1993 was given as advance when Party I was in service in the year 1988 till May, 1990. A bare perusal of this voucher also shows that the number '2' as well as the word 'twenty' are in different ink and handwriting. It is apparent that the original receipt was for Rs. 1,660/- and the number '2' as well as word 'twenty' have been subsequently inserted. This voucher is apparently fabricated and as such no reliance can be placed on this voucher.

29. It is also to be noted that Party II has placed on record balance sheet of M/s. Sadanand Naik for the years ending 31-3-1990 to 31-3-1992 at Exb. W-1 colly. It is to be noted that the vouchers at Exb. E-1 colly do not mention the name of the person or the firm which had paid advance to Party I. It is also not the case of Party II that the Party I was working for the firm M/s. Sadanand N. Naik. Infact there is absolutely no reference to such firm either in the written statement or in the evidence of Sadanand Naik. There are also no pleadings or evidence to show that the amount stated in the vouchers was paid to the Party I by the said firm on the contrary, the pleadings of Party II and the evidence of Sadanand Naik states that Party I was driving a private tempo of Sadanand Naik and that he had taken loan of Rs. 22,320/- from Sadanand Naik. If this is so, the question of showing the said amount in

the balance sheet of the firm does not arise. It is also pertinent to note that the amount of Rs. 21,660/- was allegedly paid in the year 1988. The Party II has not specified whether this amount was paid in cash or through bank transaction. The Party II has also not produced balance sheet for the year ending 30-3-1989 or 31-3-90, in order to prove that the amount stated in the voucher dated 28-3-1989 was in fact paid to Party I. In view of the aforesaid reasons I am unable to place reliance on the balance sheet at Exb. W-1. In the absence of any cogent and conclusive evidence I am unable to accept the contention of Party II that the Party I had taken advance of Rs. 22,320/-.

30. The next question is whether Party I had abandoned service or whether his services were terminated by Party II w.e.f. 1-7-1992. It may be mentioned here that in the case of *Gajanan Medekar v/s Zenith Safe Mg. Co. [1996 (1) CLR 172]* the Bombay High Court has held that the primary onus to lead evidence to prove voluntary abandonment of service is on the employer. The High Court has held that in case of voluntary abandonment of service it is a matter of intention which is to be drawn on the given state of facts and the employer unilaterally cannot say that the workman is not interested in employment and that for this reason a domestic inquiry is to be held. The High Court has further held that even before the Labour Court the employer is required to prove clearly by evidence that the workman had voluntarily abandon the service. In the case of *Bharamray Vithoba Nite v/s Unique Industries & ors. reported in 1996 II LLJ 948* the Bombay High Court has held that it is now well settled that abandonment of service is an inference which can be raised upon consideration of the totality of circumstances and that the court should raise that inference only if it is satisfied that the circumstances do indicate that the workman was clearly not interested in continuing with his service. In the case of *Shanvar Vishwakaima v/s Eagle Spring Indus. Pvt. Ltd., 1996 II LLJ 689* and in the case of *Mohmad Shak Ganishah Patil v/s Mastan Bang Consumers Co-operative, Wholesale and Retail Stores Ltd., and another reported in 1998 (1) CLR 1205*, the Bombay High Court has held that it is now well settled that even in the case of the abandonment of service the employer has to give a notice to the workman calling upon him to resume his duty and also hold an enquiry before terminating his service on ground. The High Court has held that when employment is scarce ordinarily abandonment of services by an employment cannot be presumed.

31. In the instant case, it is not in dispute that the Party II had not given notice to Party I to resume duties and had not conducted enquiry on the failure of Party I to resume duties. The Party II has merely stated that Party I had abandoned services to avoid deducting loan amount from his salary. As stated earlier, the Party II has failed to prove that it had advanced to Party I loan of Rs. 22,350/- and consequently there is no question of Party I leaving his services w.e.f. 1-7-2002

to avoid deduction of loan from his salary. The Party I has deposed that on 1-7-1992 he was told by Party II that his services were no longer required. It is not in dispute that vide letter dated 24-8-1992, the Party I through the union had complained to the Asstt. Labour Commissioner (Ponda) that his services were terminated w.e.f. 1-7-92 without any enquiry and without payment of dues. The fact that the Party I had approached the union and had complained to the Asstt. Labour Commissioner, through the union, about his termination indicates that the Party I had no intention of abandoning his service. It is also pertinent to note that in the case of *Gangaram Medekar* (supra) the Bombay High Court has held that if it is a case of word against word then the benefit should go to the workman and not to the employer. Applying this principle and considering that the employer has failed to prove the case of abandonment, the contention of the workman that his services were terminated by Party II refusing employment w.e.f. 1-7-1992 needs to be believed.

32. The contention of Party I is that termination of his service amounts to retrenchment and since the termination is in contravention of Sec. 25 F of the Act, the same is illegal. Sec. 2(oo) defines retrenchment as under:

Retrenchment means the termination of 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 workman concerned contains 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.*

33. In the instant case, the services of Party I were not terminated by way of punishment. The case of Party I also does not fall under excluded clauses a, bb and c of Sec. 2(oo) of the Act. In the case of *Gammon India Ltd., v/s Gauprasad Jaiswal 1997 II CLR 468*, the apex court has held that where the termination of services does not fall within any of the excluded categories, the termination would be ipso facto retrenchment. As regards the decision in the case of *Batala Co-operative Sugar Mills Ltd., v/s Sowaran Singh reported in AIR 2006 SC 56*, relied upon by Party II the same is not at all applicable to the facts of the case as it is not the case of Party II that engagement of Party I was on casual bases on daily wages for specific period

and specific work so as to attract Sec. 2 (oo) (bb) of the Act. As stated earlier, in the instant case the Party I was in continuous service from 1985 till the date of termination of service on 1-6-92. Since the services are not terminated by way of punishment and the case is not covered under any of the excluded categories, the termination of service of Party I amounts to retrenchment within the meaning of Sec. 2(oo) of the Act.

34. The evidence on record clearly indicates that Party I was in continuous service from 1985. Hence the service of Party I could not have been retrenched unless he was given one month's notice or paid one month's wage in lieu of notice and he was paid compensation at the rate of 15 days average wage per each completed year of continuous service or any part thereof in excess of six months. In the case at hand there is no dispute that Party II had neither given one months notice nor paid one month wage in lieu of notice nor paid any compensation as stipulated in Sec. 25 F. In other words there is no dispute that Party II has not complied with preconditions of retrenchment set out in Sec. 25F of the Act. It is well settled that retrenchment in contravention of Sec. 25 F renders the termination illegal and ineffective. Reliance is placed on the case of *H. D. Singh v/s Reserve Bank of India and others 1985 (2) CLR 246* and in the case of *L. Robert D'Souza v/s Executive Engineer*, the termination of service of Party I constitutes retrenchment and since the conditions of valid retrenchment are not complied with termination of service is held to be illegal and invalid. Hence, Issue No. 3 is answered in the affirmative.

35. *Issue No. 5:* This issue pertains to the relief that should be granted to the workmen. It is now well settled that once the termination is held to be illegal and unjustified, the workmen is entitled for reinstatement in service with full back wages unless there are valid reasons for deviating from this normal rule. The Supreme Court in the case of *Surendra Kumar Verma v/s Central Government Industrial Tribunal cum Labour Court, New Delhi, AIR 1981 SC 422* has laid down the proposition that removal of order of termination of service must ordinarily lead to reinstatement of the service of the workman and back wages, but there may be exceptional circumstances such as closing down of industry, financial difficulties workmen concerned might be employed else where soon which make it impossible or wholly in equitable vis-à-vis the employer and the workmen to direct reinstatement with full wages.

36. In the instant case the Party I had stated in the claim statement filed on 1-3-93 that he was unemployed and had sought reinstatement with full back wages. The Party II had specifically averred that Party I was working as a driver on another tempo. The Party I had denied this statement in the rejoinder filed on 10-8-94. However in his cross examination the Party I had admitted that he is driving a tempo of Santosh Sawant resident of Talaulim from August, 1992.

It is thus evident that the Party I was employed even when he had filed the written statement and the rejoinder despite which he had claimed that he was unemployed. It is therefore evident that the Party I had made a false statement and had not come out with clean hands.

37. Be that as it may, gainful employment is one of the grounds which would disentitle the workmen for the relief of reinstatement and back wages. Since the Party I is gainfully employed since 1st August, 1992 he is not entitled for reinstatement and back wages. However, considering the fact that the Party I was in service of Party II from 1985 till June, 1992 and that his service was illegally terminated, in my considered view, the ends of justice would be met if the Party I is awarded lumpsum compensation. There is no proof of actual salary drawn by Party I on the date of termination of his service. However, considering the nature of services rendered by him and also considering the fact that he was in continuous service from 1985 till June, 1992 i.e. till the date his services were illegally terminated, in my opinion compensation of Rs. 20,000/- can be considered as just and fair.

Under the circumstances and in view of discussion supra, I pass the following award.

ORDER

It is hereby held that the action of the management of M/s. Shakti Drinks, Ponda-Goa, in terminating the services of Shri Shivram Naik, Driver-cum-Salesman, with effect from 1-7-1992 is not legal and justified.

It is further held that Party I is gainfully employed since August, 1992 and hence he is not entitled for reinstatement and back wages, but is entitled for lumpsum compensation.

It is held that the Party II is liable to pay to Party I Rs. 20,000/- by way of lumpsum compensation.

No order as to costs.

Inform the Government accordingly.

S/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Office of the Commissioner, Labour and Employment

Order

No. CLE/(RIA-05)/2008/5508

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

In partial modification of the above order, the following Officers are hereby appointed as Public

Information Officer and Assistant Public Information Officer for area of their jurisdiction shown against their names to deal with the applications received from the public under the Right to Information Act, 2005.

UNDER EMPLOYEES STATE INSURANCE SCHEME

Name of the Officer & designation	Public Information Officer/Assistant Public Information Officer	Area of operation
1	2	3
1 Dr. S. S. Iotlikar, Administrative Medical Officer	Public Information Officer	Throughout the State of Goa. Under E.S.I. Scheme.
2 Shri Ashok Naik, Head Clerk (In his absence) Smt. Derin F. de Araujo, Head Clerk	Assistant Public Information Officer	Office of the Administrative Medical Officer. Under E.S.I. Scheme.

V. B. N. Raikar, Commissioner, Labour and Employment.
Panaji,

Order

No. CLE/(RIA-05)/2008/5509

Read: Order No. CLE/(RIA-05)/2008/3134 dated 02-09-2005.

CLE/(RIA-05)/2008/5136 dated 10-10-2008.

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

EMPLOYMENT EXCHANGE

Name of the Officer & designation	Public Information Officer/Assistant Public Information Officer	Area of operation
1	2	3
1 Shri Arvind Shirodkar, Employment Officer, Panaji	Public Information Officer	Throughout the State of Goa.
2 Shri Rajay Naik, Senior Asstt. Employment Officer (In his absence) Smt. Agnela Correia, Asstt. Employment Officer	Assistant Public Information Officer	North Goa District/ Jurisdiction.

1	2	3
3 Shri Sunil Gaonkar, Asstt. Employment Officer (In his absence) Shri Balchandra Kenkre, Asstt. Employment Officer	Assistant Public Information Officer	South Goa District/ Jurisdiction.

V. B. N. Raikar, Commissioner, Labour and Employment.
Panaji, 10th November, 2008.

Department of Law and Judiciary

Law (Establishment) Division

**High Court of Judicature
Appellate Side, Bombay**

Resolution No. A-3902/G/2008.

Read: Letter No. HCB/GOA/REG MISC/2008 dated the 7th October, 2008, received from the Registrar, High Court of Bombay at Goa, Panaji.

Resolution : The Honourable the Chief Justice and Hon'ble Judges are pleased to depute Mrs. Sharmila A. Patil, Civil Judge, Junior Division and Judicial Magistrate, First Class, Mapusa, North Goa to the Court of Civil Judge, Junior Division and Judicial Magistrate, First Class, Satari at Valpoi, North Goa, once in every week.

High Court, Bombay.

Dated: 23rd October, 2008.

Mridula Bhatkar,

Registrar General.

**Notifications by the High Court
of Judicature
Appellate Side, Bombay**

No. A.3902/G/2008

The Hon'ble the Chief Justice and Hon'ble Judges are pleased to make the following posting:-

Sr. No.	Name & present posting	New posting
1	Shri Ram Subrai Prabhudessai, Civil Judge, J.D. & J.M.F.C., Satari at Valpoi, Panaji	Civil Judge, J.D. & J.M.F.C., Canacona, Margao.

High Court, Bombay.

Dated: 23rd October, 2008.

Mridula Bhatkar,

Registrar General.

No. A.(Cri)0106/74

In exercise of the powers conferred by Section 13 of the Code of Criminal Procedure, 1973, the Hon'ble the Chief Justice and Hon'ble Judges are pleased to appoint following persons within and for the local area

of the District Dhule to be Special Judicial Magistrates for a period of one year with effect from 10th November, 2008 to 9th November, 2009:

- (1) Shri Vikas Gajanan Puranik.
- (2) Miss Bhavana Bhagawan Bangar.

Their Lordships further confer upon them the powers to record confessions, dying declarations, witness statements under Section 164 of the Code and holding of identification parades and all the powers of Second Class Judicial Magistrate under the said Code in respect of such cases as are punishable with imprisonment for not more than six months or with fine or with both which assigned to them by the Chief Judicial Magistrate in consultation with Principal District and Sessions Judge, Dhule.

High Court, Bombay.
Dated: 3rd November, 2008.

Mridula Bhatkar,
Registrar General.

◆◆◆

Department of Panchayati Raj and Community Development

Directorate of Panchayats

—
Notification

No. 19/35/DP/BYE-ELN/08/5575

In pursuance of sub-section (8) of Section 7 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996, it is hereby notified for the information of the public that the persons specified in Column No. 3 of the Schedule appended hereto have been duly elected as members of the Panchayats mentioned in the corresponding entry in Column No. 2 from the wards shown against their names in Column No. 4 of the said schedule in the elections held on 19-10-2008.

SCHEDULE

Sr. No.	Name of Village Panchayat	Name and address of elected member	Ward No.
1	2	3	4
I	Satari		
	1. V.P. Bhironda	Shri Ravindra Bala Rane, Bhironden, Satari-Goa.	VII
I	Tiswadi		
	1. Mercedes	Smt. Milagrina Angelo Rego, H. No. 179, Vaddi, Mercedes, Tiswadi-Goa.	VII
III	Pernem		
	1. Arambol	Shri Amit Pascoal Sebastian Fernandes, H. No. 65/4, Girkarwada, Arambol, Pernem-Goa.	IV

Menino D'Souza, Director of Panchayats & ex officio Joint Secretary.

Panaji, 11th November, 2008.

Department of Power Office of the Chief Electrical Engineer

—
Notification

No. 150/1/CEE/TECH/1282

The Government of Goa hereby constitutes the "Billing Dispute Redressal Committee" to resolve in a time bound manner the various Billing disputes between the Electricity Department and its Consumers.

The "Billing Dispute Redressal Committee" shall consist of the following:

- 1 Hon'ble Minister for Power, Government of Goa ... Chairman.
- 2 Law Secretary or his Representative ... Member.
- 3 Joint Secretary, Budget (Finance Department) ... Member.
- 4 Shri Anil Kher (Member, Power Advisory Committee) ... Member.
- 5 Shri Parag Joshi (Member, Power Advisory Committee) ... Member.
- 6 Shri Blaise Costabir (Member, Power Advisory Committee) ... Member.
- 7 Chief Electrical Engineer ... Member Secretary.

The "Billing Dispute Redressal Committee" shall function as per the following guidelines:

- 1 Whenever, any billing dispute of any Electricity Consumer in the State of Goa is placed before the "Billing Dispute Redressal Committee" it shall help to resolve the billing dispute in a 'Time Bound' manner by arriving at a practicable solution, even by recommending waiving off part of the DPC/disputed amount, if required.
- 2 Electricity Department shall present the billing dispute cases in detail to the "Billing Dispute Redressal Committee" with their stand on each case.
- 3 The "Billing Dispute Redressal Committee" shall examine each case in all aspects to provide natural justice to the aggrieved consumer.
- 4 The Electricity Department shall place the decision of the "Billing Dispute Redressal Committee" in each case before the Government and obtain necessary approval of the Government.
- 5 The "Billing Dispute Redressal Committee" constituted by the Government shall remain in force till it is reconstituted by the Government. Also, the members opted from the Power Advisory Committee (PAC) shall remain the members of the "Billing Dispute Redressal Committee" till they are replaced or PAC is dissolved by the Government or they resign voluntarily.
- 6 The Chief Electrical Engineer will be allowed to be assisted by the concerned Superintending Engineer and Executive Engineer during the meetings of the "Billing Dispute Redressal Committee."

This issues in supersession of the Order No. 150/1/
/CEE/TECH/963 dated 23-09-2008, issued by the Chief
Electrical Engineer.

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

Nirmal Braganza, Chief Electrical Engineer &
ex officio Addl. Secretary.

Panaji, 13th November, 2008.

◆◆◆

Department of Revenue

Notification

No. 23/27/2007-RD/5154

Whereas by Government Notification No. 3/27/2007-
-RD dated 03-10-2007 published on pages 914 & 915 of
Series II No. 29 of the Official Gazette dated 18-10-2007
and in two newspapers (1) "Sunaparant" dated
05-10-2007 and (2) "Navhind Times" dated 05-10-2007,
it was notified under Section 4 of the Land Acquisition
Act, 1894 (Central Act 1 of 1894) (hereinafter referred to
as "the said Act") that the land specified in the Schedule
appended to the said Notification (hereinafter referred
to as the said land), was needed for the public purpose
viz., Land Acquisition for construction of road to
Pairaband in Cuncolim Village of Cuncolim Constituency
in Salcete Taluka (addl. area).

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

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

2. The Government also hereby appoints, under Clause
(c) of Section 3 of the said Act, the Land Acquisition
Officer, P. W.D., (Cell), Altinho, Panaji-Goa to perform the
functions of a Collector, for all proceedings hereinafter
to be taken in respect of the said land and directs him
under Section 7 of the said Act to take order for the
acquisition of the said land.

3. A plan of the said land can be inspected at the
Office of the Land Acquisition Officer, PWD (Cell),
Altinho, Panaji-Goa till the award is made under
Section 11.

SCHEDULE

(Description of the said land)

Taluka : Salcete

Village: Cuncolim

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
466/37 p	O: Baldumerio Colaco. Olga Colaco. Clara Colaco. T: Tukaram Naik.	34

1	2	3
466/33 p	O: Jose Pedro Fernandes. Mariana D'Costa. T: Shivram Baban Naik.	19
469/8 p	O: Aixabai Xec Abbas.	39
470/7 p	O: Ittehad Begam Fakir Mohammad Shaikh. CR: Rama Ganesh Naik.	194
471/82 p	O: Lazario Fernandes.	34
471/85 p	O: Joselino Pinto. Martin Pinto.	94
471/86 p	O: Benjamin David Martino Pinto.	20
471/88 p	O: Joselino Pinto. Martin Pinto.	83
471/89 p	O: Lazario Fernandes.	25
472/6 p	O: Inacino Lawrence Coutinho. Julio Fernandes. Ernestino Coutinho.	16

Boundaries :

North : S. No. 466/37, 469/8, 470/1, 2,
471/82, 85, 86 & 88, 472/6.
South : S. No. 466/37, 469/8, 470/7,
471/85, 88, 87 & 89.
East : S. No. 472/7, 471/3, 469/5 &
466/20.
West : S. No. 472/6, 470/3, 469/8 &
466/33.

Total: 558

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

D. M. Redkar, Under Secretary (Revenue-I).

Parvorim, 11th November, 2008.

Notification

No. 22/23/2007-RD/5168

Whereas by Government Notification No. 22/23/2007-
-RD dated 15-01-2008 published on pages 1277 to 1278
of Series II No. 43 of the Official Gazette dated
24-01-2008 and in two newspapers (1) "Navhind Times"
dated 19-01-2008 and (2) "Sunaparant" dated 18-01-2008,
it was notified under Section 4 of the Land Acquisition
Act, 1894 (Central Act 1 of 1894) (hereinafter referred to
as "the said Act") that the land, specified in the
Schedule appended to the said Notification was likely
to be needed for the public purpose viz., Land
Acquisition for construction for Sanitary Landfill at Panaji
City of Tiswadi Taluka.

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

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

2. The Government also appoints, under Clause (c) of Section 3 of the said Act, the Deputy Collector (IA), Collectorate of North Goa District, Panaji to perform the functions of a Collector, North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector (IA), Collectorate of North Goa District, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi		City: Panaji	
P.T.S. No./ Chalta No.	Name of the person believed to be interested	Approximate area in sq. mts.	
1	2	3	
188	1 (p) Real Estates Agencies.	3000	
Boundaries:			
North: P.T.S. 188/1(p).			
South: P.T.S. 188/1(p).			
East : P.T.S. 188/1(p).			
West : Road.			
			Total: 3000

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

D. M. Redkar, Under Secretary (Revenue-I).

Parvorim, 11th November, 2008.

Notification

No. 23/6/2008-RD/5162

Whereas by Government Notification No. 23/6/2008-RD dated 02-05-2008 published on pages 141 & 142 of Series II No. 6 of the Official Gazette dated 08-05-2008 and in two newspapers (1) "Navhind Times" dated 10-05-2008 and (2) "Gomantak" dated 11-05-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. Land Acquisition for construction of Margao bye-pass from kms. 29/460 to kms. 36/060 on NH-17 (addl. area).

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

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

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

3. A plan of the said land can be inspected at the Office of the Deputy Collector (IA), South Goa District, Margao-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Benaulim	
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.	
1	2	3	
134/6	O: Joao Caitano Rebello. Executive Engineer, WD-VI, R & B, PWD, Fatorda, Margao-Goa.	290	
Boundaries :			
North : S. No. 134/1, 135/8.			
South : S. No. 127/3.			
East : S. No. 134/6.			
West : S. No. 134/5, Pond.			
			Total: 290

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

D. M. Redkar, Under Secretary (Revenue-I/II).

Parvorim, 11th November, 2008.

Corrigendum

No. 23/11/2006-RD/5174

Read: Government Notification No. 23/11/2006-RD dated 17-09-2008 regarding Land Acquisition for construction of road leading to Satiche Bhat in V. P. Cudnem in Pale Constituency published on pages 766 to 768 in the Official Gazette No. 27, Series II dated 03-10-2008 and in two local newspapers viz. Sunaparant dated 20-09-2008 and Gomantak Times dated 20-09-2008.

In the schedule appended to the above-cited Notification, the grand total 17290 sq. mts. may be read as 17920 sq. mts.

The rest of the contents of Notification shall remain unchanged.

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

D. M. Redkar, Under Secretary (Revenue-I).

Parvorim, 11th November, 2008.