

Panaji, 4th May, 2023 (Vaisakha 14, 1945)

SERIES II No. 5

OFFICIAL GOVERNMENT OF GOA GAZETTE

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 4 dated 27-04-2023 as follows:—

- (1) *Extraordinary dated 27-04-2023 from pages 137 to 138 regarding Notifications from Department of Finance.*
- (2) *Extraordinary (No. 2) dated 28-04-2023 from pages 139 to 140 regarding Notifications from Department of Finance.*

GOVERNMENT OF GOA

Department of Archives

Order

No. 1/297/2014/HA-167

In pursuance to Clause 5 of the Right to Information Act, 2005, Shri Rajiv Kudke, Asst. Programming Officer and Smt. Vidhya Gaude, LDC are hereby appointed as Public Information Officer and Assistant Public Information Officer respectively regarding matters related to Archives in their respective jurisdiction for the Department of Archives to deal with the applications received from the public under the Right to Information Act, 2005.

The Public Information Officer shall be responsible for the preparation and publication of the manuals from time to time as per the said Act.

The Assistant Public Information Officer shall ensure that the application received by him/her for information under the Right to Information Act, 2005 are submitted on top priority to the Public Information Officer concerned so as to furnish the information to the Applicant within the stipulated period and within the provisions of the Act.

Dipak Bandekar, Director (Archives) & ex officio Addl. Secretary.

Panaji, 28th April, 2023.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 15/223/2008/ADT/RCS/Vol. IV/302

Sub.: Directives for verifying statutory compliance by Societies under the Goa Co-operative Societies Act, 2001 before processing their proposals at Zonal Offices.

[Under Section 69 of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001)]

In exercise of the powers conferred upon the undersigned Registrar of Co-operative Societies under Section 69 of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) (hereafter referred to as 'Act') and to ensure proper implementation of Co-operative provisions, proper management of the business of all the Co-operative Societies functioning in the State of Goa, the following Directives for verifying certain statutory compliances by Societies under the Goa Co-operative Societies Act, 2001 before processing any type of proposals in respect of such Societies at Zonal Offices are hereby issued for strict compliance by all the authorities as under.

Whereas, every registered Society is required to comply with the provisions of Sections 72, 73, 74 & 81 of the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) in a time bound manner within the time limits laid down under the Act and Rules.

And whereas, the aforesaid compliances are utmost necessary to ensure smooth functioning of the Society and to ensure transparency in management of the affairs of the Society. Hence, non-compliance of these particular statutory provisions is not at all tolerable and raises serious questions on the continuation of legal existence and well being of the Society.

In some cases it is observed that Societies have failed to comply with the aforesaid statutory

provisions within the given time limit. In such cases it is necessary to ensure that defaulting societies are forced to prepare the receipt & payment statements/Trial balance, Trading/Manufacturing Accounts, Profit & Loss Account, Income & Expenditure Account, and Balance Sheet and thereafter to complete Audit of their Books of Accounts and place the Audit report before General Body Meeting of the Society and file the annual return.

Now therefore, in order to compel such defaulting Societies to comply with the statutory provisions of Sections 72, 73, 74 and 81 of the Act, it is hereby directed as under.

1. The Unit Incharge (Assistant Registrar or Co-operative Officer) of every Society shall, before processing any request for amendment of Bye Laws, change in classification, opening of new branches, appointment/extension of dedicated RCS Nominee, Authorisation/extension of authorization of sales and recovery officer or any other proposal relating to any subject, shall in the first place, verify whether the applicant society has complied with provisions of Sections 72, 73, 74 & 81 of the Act and the proposal shall be processed only if the aforesaid provisions are duly complied with by the applicant Society.
2. The Unit Incharge (Assistant Registrar or Co-operative Officer) shall, while forwarding every proposal of any society under his/her jurisdiction to the Head Office, shall compulsorily record a Certificate in the covering letter/proposal/checklist/note stating that "This Society has duly complied with provisions of Sections 72, 73, 74 and 81 of the Act for the last co-operative/financial year closed on 31-03-20__ for which the statutory time limit for compliance ended on 30-09-20__."
3. The year and date in such certificate shall be incorporated by taking into consideration the latest statutory time limit under the Act that has expired. Like for processing proposals till 30-09-2023, the timeline of Co-operative/financial year 2021-22 ending on 31-03-2022 (timeline over on 30-09-2022) would be verified for compliance, because although subsequent year 2022-23 has closed on 31-03-2023, the statutory timeline for filing of Audit report would be over on 30-09-2023. Hence any proposals taken up for processing on or after 01-10-2023, the compliance of latest year 2022-23 (timeline will be over on 30-09-2023) will have to be checked.

4. In cases where the Unit Incharge finds that the applicant society has not complied with the aforesaid statutory requirements, he/she shall immediately follow the guidelines issued vide Order No. 15/223/2008/ADT/RCS/Vol. IV/3245 dated 02-12-2022 read with Corrigendum No. 15/223/2008/ADT/RCS/Vol. IV/3332 dated 12-12-2022 and shall immediately take steps to complete Audit of concerned Society. In all such cases, the reply to the Society shall be sent within 7 days from the date of receipt of proposal, bringing to their attention the non compliance of statutory provisions and informing that their proposals shall not be processed till the aforesaid statutory provisions are complied with by the Society.
5. In all cases where the defaulting Society is a Urban Credit Society or is doing the business of accepting deposits and granting loans, the Unit Incharge shall immediately submit a proposal to Head Office for imposing restrictions u/s. 68 of the Act for prohibiting the Society from accepting any deposits and sanctioning any loans till they complete all their pending Audits and statutory compliances.

The above directions shall be strictly complied with by all Unit Incharge and any violation by forwarding incomplete proposals without such certificate or by allowing such defaulting Societies to carry on the business of credit despite their default shall be deemed as misconduct under the C.C.S. (Conduct) Rules, 1964 and shall be liable for disciplinary proceedings under the C. C. S. (C. C. A.) Rules, 1965.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 26th April, 2023.

Order

No. 3/23/Urban Credit/TS-II/PZ/2021/RCS/319

- Read:
1. Notification No. 3/3/Urban Credit/TS II/PZ/2017/RCS/Suppl.5306 dated 10-02-2020.
 2. Order No. 21-1-99-TS/Shiroda/RCS/2162 dated 29-09-2020.
 3. Order No. 3/23/Urban Credit/TS-II/PZ/2021/RCS/377 dated 25-05-2021.
 4. Order No. 3/23/Urban Credit/TS-II/PZ/2021/RCS/716 dated 06-06-2022.
 5. Letter No. SUCCS/ASRO/2023-24/07 dated 24-04-2023.

[Under Section 91D of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001)].

Whereas, vide Notification read at No. 1 above issued by the Government exercising the powers under Section 126A of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) (hereafter referred to as 'Act'), the provision of sub-section (1) of Section 91D of the Act was modified and the Registrar of Co-operative Societies was authorized to appoint Officers of Co-operative Credit Societies, V. K. S. S. Societies having credit counters and Multipurpose Societies as Recovery Officer/Sale Officer upon receipt of individual proposals subject to the terms and conditions as may be incorporated in the Order.

And whereas, vide Order read at Sr. No. 2 above issued by the Registrar of Co-operative Societies, the General Manager of The Shiroda Urban Co-operative Credit Society Ltd., [Reg. No. ARCS/CZ(8)60/ADM/91], Shiroda, Goa was delegated with the powers to recover certain sums by attachment and sale of property vested in Registrar of Co-operative Societies under Section 91D of the Goa Co-operative Societies Act, 2001 read with Rule 124 of the Goa Co-operative Societies Rules, 2003 subject to the following conditions:-

1. The Officer appointed and delegated with the powers of Sales-cum-Recovery Officer shall work under the general guidance, superintendence and control of the Asstt. Registrar of Co-op. Societies, Arbitration/Execution, South Zone, Ponda-Goa.
2. The Board of Directors of the Society shall be fully responsible along with the Chairman for any acts in contravention of the Act, Rules and Bye-laws.
3. The Board of Directors shall review the performance of the Chairman of every month and ensure compliance.

And whereas, the powers delegated vide order dated 29-09-2020 read at serial No. 2 above remained in force till 31-03-2021 and same was extended from time to time last being extended vide order read at serial No. 3 above for a period of one year w.e.f. 26-05-2022 and ending on 25-05-2023.

And whereas, vide letter read at No. 4 above, The Shiroda Urban Co-operative Credit Society Ltd., Shiroda, Goa has requested to grant further extension to the said delegation of powers to the

General Manager of their Society to act as Sale-cum-Recovery Officer for their society.

And whereas, the Goa Co-operative Societies (Amendment) Act, 2001 (Goa Act No. 34 of 2021) has been brought into force w.e.f. 1st April, 2023 (except few provisions) vide Notification No. 60/137/Amendment/2020/TS-I/RCS/4579 dated 28-02-2023 published in Official Gazette, Series I No. 47, Extraordinary No. 3 dated 28-02-2023. By virtue of amended provisions of Section 91D of the said Act, the Registrar is competent to issue a special Order to empower an Officer of Federal Institution or Chief Executive as defined under Clause (9) of Section 2 of the said Act to effect recovery in accordance with provisions of Section 91D of the Act.

Now, therefore in exercise of the powers conferred under Section 91D of the Goa Co-operative Societies Act, 2001, I, the undersigned Registrar of Co-operative Societies do hereby further extend the delegation of powers/empower the General Manager of The Shiroda Urban Co-operative Credit Society Ltd. [Reg. No. ARCS/CZ(8)60/ADM/91], Shiroda, Goa vide above read Orders for a further period of one year with effect from 26-05-2023 to 25-05-2024.

All the terms and conditions mentioned in the Order read at Sr. No. 2 above shall continue to apply. The undersigned reserves the right to withdraw this Order at any stage without assigning any reasons.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 27th April, 2023.

Order

No. 9-26-2023/EST/RCS/5096

- Read: 1. Order No. 43/2/2005/TS/RCS/1246 dated 26-06-2018.
2. Order No. 43/2/2005/TS/RCS/5931 dated 11-03-2020.

In supersession of the Orders read above and all earlier orders to that effect and in exercise of the powers conferred under sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005), I, the undersigned Registrar of Co-operative Societies, Government of Goa do hereby designate the following Officers as the Public Information Officers (P.I.O.), Assistant Public

Information Officers (A.P.I.O.) and the First Appellate Authority (F.A.A.) in the respective offices for respective subjects/wings/sections as below.

Sr. No.	Name & Address of the Office/ /Public Authority	Particular Wing/ /Section/Branch of the office	Public Information Officer (P.I.O.) designated	Assistant Public Information Officer (A.P.I.O.) designated	First Appellate Authority (F.A.A.) designated
1	2	3	4	5	6
1.	O/o. Asst. Registrar of Co-operative Societies, North Zone, Government building complex, Mapusa, Goa	1) Establishment Administration, Accounts Sections of the Zonal Office 2) All residuary matters of Zonal office not specifically covered under other PIOs	Assistant Registrar of Co-operative Societies who is the Head of Office incharge of Zonal Office	Head Clerk	Deputy Registrar of Co-operative Societies (Admin.), Head Office, Panaji.
		In respect of all information pertaining to Co-operative Societies held at Zonal Office under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Officer who is Unit Incharge of concerned Society at Zonal Office	Officer/Official who is sub-unit Incharge of concerned Society at Zonal Office	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Office.
		In respect of all information pertaining to Co-operative Societies held by any a) Registrar's Nominees b) Auditors on panel of Auditors c) Reconciliators d) Administrators e) Liquidators f) Other such persons or a committee appointed or constituted by the Registrar under the provisions of the Goa Co-operative Societies Act, 2001 and Rules framed thereunder	Officer who is Unit Incharge of concerned Society at Zonal Office to whom the information relates	Officer/Official who is sub-unit Incharge of concerned Society at Zonal Office to whom the information relates	Deputy Registrar of Co-operative Societies at Head Office who is the District Level Incharge (D.L.I.) of respective Zonal Office.

Given under the seal of this office.

Vishant S. N. Gaunekar, Registrar (Co-operative Societies).
Panaji, 31st March, 2023.

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Shetye Plaza Ponda Co-operative Housing Maintenance Society Limited, Upper Bazar, Opp. Ponda Municipal Market, Ponda-Goa"-Goa is registered under code symbol No. RCSPZ2023240028.

Pankaj V. Marathe, Asstt. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 21st April, 2023.

Certificate of Registration

"The Shetye Plaza Ponda Co-operative Housing Maintenance Society Limited, Upper Bazar, Opp. Ponda Municipal Market, Ponda-Goa"-Goa has been registered on 21-04-2023 and its bears registration code symbol No. RCSPZ2023240028 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Pankaj V. Marathe, Asstt. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 21st April, 2023.

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Department of Fisheries

Directorate of Fisheries

Order

No. 2-1-81-FSH

In exercise of the powers conferred by sub-sections (1) and (2) of Section 4 of the Goa Marine Fishing Regulation Act, 1980 (Act No. 3 of 1981), the Government of Goa, having regard to the need to conserve fish, hereby prohibits fishing by fishing vessels fitted with mechanical means of propulsion and by means of trawl-net and purse-seine net, except fishing by registered motorized canoes using gill nets only, and fitted with outboard or inboard motors, of upto 10 HP capacity, as a means of propulsion, along the sea coast of the State of Goa and the territorial waters of the State of Goa, with effect from 1st June, 2023 till 31st July, 2023 (both days inclusive).

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

Dr. Shamila Monteiro, Director and ex officio/Joint Secretary (Fisheries).

Panaji, 27th April, 2023.

Department of General Administration

Notification

No. 2/1/2017-GAD-III/1530

In pursuance of Section (12) read with Section (11) of the Goa Municipalities Act, 1968 (Act No.16 of 1968) read with the Notification No. U-11030/2/73-UTL dated 28-06-1973 of the Government of India, Ministry of Home Affairs, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii), the Government of Goa hereby declares Friday, the 05th May, 2023 (Vaisakha 15, Saka 1944) as a "paid holiday" being the "Polling Day" for General Election to Ponda and Sanquelim Municipal Council for the voters of the said General Elections.

The aforesaid paid holiday shall be in addition to the holidays indicated in the Government Notification No. 37/3/2022-GAD-III/3661 dated 19-10-2022, published in the Official Gazette, Series II No. 30 dated 27-10-2022, to the workers of the following establishments, provided that they are the voters for the aforesaid General Election.

- (i) industrial workers of the State of Goa;
- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;
- (iii) commercial and industrial workers of private establishments in the State of Goa;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments;
- (vi) workers of the institutions governed under the explanation to Section 25 of the Negotiable Instrument Act, 1881 (Act 26 of 1881).

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

Shaila G. Bhosle, Under Secretary (GA-I).

Porvorim, 26th April, 2023.

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Department of Goa Gazetteer
Order

No. 1/5/2023-24/GAZ-402

Read: Government Order No. RD/EST/GAZ/295/69 dated 2nd May, 1970.

Government Order No. RD/EST/GAZ/215 dated 11th December, 1970.

Government Order No. RD/EST/GAZ/215 dated 3rd March, 1971.

Government Order No. RD/EST/GAZ/215 dated 24th June, 1971.

Government Order No. RD/EST/GAZ/215 6th March, 1972.

Government Order No. 10/2/80-82/WET dated 19th June, 1982.

Government Order No. 10/2/80-82/EDN dated 15th September, 1987.

Government is pleased to re-constitute Goa Gazetteer Editorial Board under Chairmanship of Chief Secretary, Goa consisting of following Members:

- | | | |
|--|---|-------------------|
| 1. Chief Secretary | — | Chairperson. |
| 2. Secretary, Goa Gazetteer | — | Member. |
| 3. Executive Editor, Maharashtra Gazetteer Department | — | Member. |
| 4. Chief Editor, Karnataka Gazetteer Department | — | Member. |
| 5. Prof. (Dr.) Kiran Budkuley, Former Professor of English | — | Member. |
| 6. Prof. (Dr.) Ganesha Somayaji, Goa University | — | Member. |
| 7. Prof. Narayan B. Dessai, Educationist | — | Member. |
| 8. Prof. (Dr.) Varsha V. Kamat, Professor of History | — | Member. |
| 9. Executive Editor, Goa Gazetteer Department | — | Member Secretary. |

The tenure of the committee shall be three years from the date of publication in the Official Gazette.

Shri Balaji Sudas Shenvey, Archivist (Publication) from Department of Archives holding additional charge of The Executive Editor, Goa Gazetteer shall be over all in-charge of the staff and administration and other work connected with the preparation of Gazetteers.

The non-official members of the Editorial Board shall be entitled to T.A. at the rate admissible to Class I Officers for attending the matters of the Board.

This is issued with the approval of the Government vide U.O. No. 2529/F dated 19-03-2023.

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

Shri *Menino D'Souza*, IAS, Secretary (Goa Gazetteer).

Panaji, 21st April, 2023.

Department of Industries

Order

No. 3/9/2023-IND/97

Government of Goa is pleased to appoint the Director of Industries, Trade and Commerce, Panaji, Goa as a "Nodal Officer" from Industries Department to co-ordinate with Open Network for Digital Commerce (ONDC) incorporated as non-profit company under the Companies Act, 2013, designated as a public digital infrastructure based on open-source technologies and standards, enabling wide-scale participation by digital ecosystem players in India, in order to take forward the remarkable digital commerce reform initiative of the country.

Nodal Officer may reach out to Shri Shireesh Joshi (Mobile +919971849999) and Shri Saransh Agrawal (Mobile +918975292381) for planning the next steps and any clarification, if required.

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

Amalia O. F. Pinto, Under Secretary (Industries).
Porvorim, 28th April, 2023.

Department of Labour

Notification

No. 28/02/2023-LAB/242

The following Award passed by the Labour Court-II, at Panaji-Goa on 10-03-2023 in Case No. LC-II/IT/28/12 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 27th March, 2023.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. LC-II/IT/28/12

Shri Anand G. Gauns,
H. No. 84, Nadora, via Colvale,
Nadora, Bardez-Goa. Workman/Party I
V/s
The Goa Urban Co-op.
Bank Ltd., Margao-Goa. Employer/Party II
Party-I/Workman represented by Shri A. V. Nigalye.
Party-II/Employer represented by Adv. Shri G. K.
Sardessai.

Panaji, dated: 10-03-2023.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 28-05-2012, bearing No. 28/03/2012-LAB/263 referred the following dispute for adjudication to the Industrial Tribunal of Goa. Pending the matter for its adjudication before the Hon'ble Industrial Tribunal-cum-Labour Court, Panaji-Goa, the Govt. of Goa transferred the present reference for its adjudication to this Labour Court II, vide its order No. 28/02/2011-Lab/86 dated 09-02-2016.

“(1) Whether the action of the Goa State Co-operative Bank Limited, Margao-Goa, in terminating the services of Shri Anand G. Gauns, Clerk, by way of dismissal vide letter of Dismissal dated 01-06-2011, is legal and justified?”

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

2. On receipt of the reference, a case was registered under No. LC-II/IT/28/12 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 01-08-2012 at Exb-6. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short, "Employer") is an Apex Co-operative Bank in the State of Goa. He stated that the employees of the Employer Bank are members of Goa State Co-operative Bank Employees' Union, which is a registered union. He stated that the Employer has entered into settlements with its employees union from time to time on improving wages and service conditions of its employees. He stated that the Workman is employed as "Clerk" with the Employer since 04-10-1985. He stated that initially he worked in Head Office Branch of the Bank and thereafter worked at Panaji and Margao Branch of the Bank. He stated that he is the member of the said union and also a treasurer of the said Union since last for 4 years. He stated that the

wages and service conditions of the employees and Officers of the bank are governed by settlements signed between the Bank and its Union namely Goa Urban Co-operative Bank Employees Union and Goa Urban Co-operative Bank Officers Association from time to time. He stated that the last wage settlement has been signed with employees Union has been signed on 03-10-2011 and earlier on 27-06-2001.

3. He stated that on 28-05-2011, he was instructed by Asst. Branch Manager of Margao Branch of the Employer Bank Shri Rebello that he should go to Axis Bank Margao with cash to deposit in that bank. He stated that as per the rotation of work in the branch, it was not his duty to go to others bank with cash. He stated that he informed the Asst. Branch Manager that Shri Pradeep Chodnekar normally carries cash to other bank and that this work should be allowed to him and that he has a lot of work in his Department. He stated that Shri Rebello informed him that Shri Pradeep Chodnekar has gone for a meeting at the Head Office of the bank at Panaji, and that he should do the work of depositing the cash in Axis Bank.

4. He stated that there after a cash of Rs. 30,00,000/- was removed from the safe in the strong room of the bank by Shri Rebello and Cashier Mrs. Vandana Kane and it was put in a briefcase by Sub-staff Shri Prasad Shirodkar. He stated that the key of the briefcase was given to him. He stated that however, the physical possession of the briefcase was not given to him. He stated that thereafter, he went to his department to continue with his work. He stated that there was heavy work in his department on that day. He stated that the work in the department consists of SND, Despatch, writing and withdrawing of cheques of salaried employees, Day Book, sale of loan application form, preparing establishment expenses and salary vouchers/respective H.O. IBTS, and entering liability of shares refund application etc. He stated that SND agents were waiting for him at that time. He stated that going to other bank with cash or to deposit cash in other banks was not the duty allotted to him as per the roster or rotation of work that day. He stated that after the said briefcase was locked, Shri Prasad Shirodkar brought it out of the strong room. He stated that he sat in the same row where he was sitting leaving two chairs vacant in between and sitting on the forth chair to his left, holding briefcase containing cash in his hand. He stated that when the cash is to be taken to other banks, it is taken in a taxi and the taxi is arranged by the Branch Manager/Asst. Branch Manager. He

stated that he was therefore expecting the Asst. Branch Manager to inform about arrival of Taxi. He stated that he was busy doing his allotted work as per the roster during that period. He stated that at about 11.05 a.m., one person to whom he had never seen before came to his department. He stated that the said person was dark in colour, medium built, of medium height and had a tilak on his forehead. He stated that the said person asked him about commission rates for purchasing demand drafts. He stated that he informed him that his department was not D/D department and asked him to go to D/D department. He stated that after a few minutes, he heard Shri Prasad Shirodkar saying as to where the briefcase containing cash was. He stated that he looked at him and around the place and found that the briefcase was missing. He stated that no one knew how it happened within a short time. He stated that there was no commotion in the branch after the theft.

5. He stated that though he is not involved in the said theft, the Employer summarily dismissed him from service by letter dt. 01-06-2011 on the false charge of misappropriation of funds and other false charges without even following the procedure prescribed in the bi-partite settlement and in contravention of the rules applicable to him. He stated that the amount in the bank is insured with Oriental Insurance Company Ltd. He stated that in case of theft while cash in transit from one bank to another or from the bank premises, the insurance company has to make good the loss. He stated that the Employer has filed his claim before Oriental Insurance Company for an amount of Rs. 30,00,000/- to be paid to the bank on account of the theft. He stated that the same is being processed by the Insurance Company. He stated that he has sought under Right to Information Act from the said Insurance Company regarding details of the same and whether the said amount of theft has been paid to the bank. He stated that he has not yet received information. He stated that as soon as the same is available, he shall produce the same before this Hon'ble Tribunal.

6. He stated that on 30-05-2011 at around 4.30 p.m. the Branch Manager asked him to give a statement in writing about the incident. He stated that he informed the Branch Manager that he is not conversant with how to write such matters and that he needed help and that he would give the statement in writing on the next day. He stated that on the next day i.e. on 31-05-2011 at around 10.00 a.m. he gave the Branch Manager a written statement as desired by him. He stated that at around 5.00 p.m. on 31-05-2011, the Branch Manager returned the written statement to him and asked him to change the

statement as desired by him. He stated that he went on changing the statement as dictated by the Manager and the statement became shabby, so the Branch Manager told him to re-write neatly and bring the same on the next day. He stated that on 01-06-2011, he did not attend the duty as he was on sick leave which has been sanctioned by the bank. He stated that on 02-06-2011, he was refused the employment by the bank. He stated that vide letter dt. 31-05-2011, he submitted explanation as sought by the Bank Manager regarding the incident that had happened on 28-05-2011. He stated that the said explanation was sent by the Registered A/D to the Branch Manager and a copy of which was sent to the Head Office, at Panaji which received on 04-06-2011.

7. He stated that on 02-06-2011, he reported for work as usual at Margao Branch at around 9.45 a.m. However, the Branch Manager refused him employment stating that his services stood terminated and that he need not report for work hereafter. He stated that the Branch Manager did not assign any reason for the same. He stated that the said refusal of employment was in violation of principles of natural justice. He stated that aggrieved by the said decision of the Bank, he wrote a letter dt. 02-06-2011 to the Manager of the Bank at Margao, with a copy to the Dy. Labour Commissioner, Govt. of Goa, Margao-Goa stating the facts and the illegality of the action of the Employer and demanding reinstatement in service with full back wages and continuity in services with costs. He stated that since there was no response from the management, the Dy. Labour Commissioner intervened in the dispute and fixed a joint meeting with the Employer. He stated that as there was no possibility of a settlement, the Dy. Labour Commissioner sent a failure of conciliation of proceedings report on dt. 01-11-2011.

8. He submitted that at the time of termination, a notice of one month was not given nor was one month's pay in lieu of notice was paid. He submitted that no charge sheet was issued before termination alleging any acts of misconduct against him. He submitted that no enquiry in accordance with principles of natural justice was held before termination of his service. He submitted that all allegations levelled in dismissal letter dt. 01-6-2011 are false. He submitted that at the time of termination, retrenchment compensation as required under Section 25F of the I.D. Act, 1947 was not paid. He submitted that at the time of termination, principles of last come first go as per provisions of Section 25G of the I.D. Act was not followed. He submitted that the termination of his services is in

violation of principles of natural justice. He submitted that since the date of termination w.e.f. 01-06-2011, he has not been paid wages and/or subsistence allowance as per provisions of service rules. He submitted that at the time of termination, besides the salary for the month of May, 2011 he has not been paid any money whatsoever such as notice pay, retrenchment compensation, leave wages, gratuity and subsistence allowance. He submitted that the Bank Branch had no adequate security at the time of incident which took place in the Bank branch. He stated that there was no CCTV, no emergency alarm system, no security personnel etc. He stated that the cash was removed out of the strong room of the Bank by Asst. Manager Mr. Alex Rebello and kept in the Bank premises before he called for Taxi to the branch for carrying cash to Axis Bank instead of following security measures of first calling the Taxi and then removing cash from the strong room/safe deposit vault. He submitted that his dismissal from service by the Employer w.e.f. 01-06-2011 is illegal and unjustified as it is in violation of the principles of natural justice as well as violations of the provisions of settlement dt. 27-06-2001 without issue of charge sheet and without holding of enquiry.

9. He stated that since the date of his termination he is unemployed and is supported by his family members. He stated that he tried getting job at five places but none of them called him for job after coming to know that he has been dismissed by the Employer. He stated that since the date of his termination, he is facing severe hardships and is finding difficult to sustain himself as well as to pursue his case before this Hon'ble Tribunal. He stated that he has tried to secure gainful employment, but he has not been successful in spite of his efforts. He stated that he is 53 years of age. The Workman therefore prayed that he be reinstated in service with full back wages plus interest and continuity in service.

10. The Employer controverted the case of the Workman by filing its written statement dt. 21-12-2012 at Exb. 7. The Employer, as and by way of preliminary objections, stated that the present reference filed by the Workman is bad in law and hence not maintainable, that the present dispute of the Workman is not an "Industrial Dispute" as defined under the I.D. Act, 1947 and that there is non-application of mind by the appropriate Government while referring the present dispute.

11. The Employer stated that the Workman was employed with them as a Clerk in Margao Branch. The Employer stated that as a part of its routine process is required to deposit excess cash in any of the bank with which they have a Current Account.

The Employer stated that on 28-05-2011 Mr. Alex Rebello, Asst. Branch Manager of Margao Branch and the joint custodian and the main Cashier Mrs. Vandana Kane withdrew from the said deposit vault a sum of Rs. 30,00,000/- for depositing the said amount in the Current Account of the bank in Axis bank, Margao Branch. The Employer stated that the said amount was in the denomination of 500 notes of Rs. 1,000/- each and 5000/- notes of Rs. 500 each. The Employer stated that the said amount was thereafter handed over by Mr. Alex Rebello and Mrs. Vandana Kane to the Workman and Mr. Prasad Shirodkar sub-staff. The Employer stated that the Workman alongwith Mr. Prasad Shirodkar verified the amount and placed the same in a gray colour briefcase. The Employer stated that the said amount was handed over to both of them within the enclosure where the same deposit vault is situated. The Employer stated that the said amount was found missing from the custody of the Workman and Mr. Prasad Shirodkar. The Employer stated that neither of them could account for the said cash which was entrusted to them. The Employer stated that the Workman and Mr. Prasad Shirodkar also refused to give a statement in spite of written instructions of the Branch Manager vide his letter dated 30-05-2011 and 01-06-2011 respectively. The Employer stated that the Workman alongwith Mr. Prasad Shirodkar conspired to commit theft of Rs. 30,00,000/- of the bank. The Employer stated that the theft took place at around 11.00 a.m. on 28-05-2011. The Employer stated that considering the gravity of misconduct and in view of the fact that such acts of misconduct which has placed the bank and institution which is the custodian of public money into disrepute and has obviously shaken the confidence of the public in the ability of the bank to take care of their valuable assets, they decided that it will not be in the interest of the bank to retain the Workman in service any longer and the interest of the bank and the public will be best served by dismissing him with immediate effect. The Employer stated that by letter dt. 01-06-2011, the Workman was informed that in view of gravity of misconduct committed by him, his service stands terminated by way of dismissal with immediate effect. The Employer submitted that the commission of theft is a serious misconduct and warrants punishment of dismissal. The Employer therefore submitted that the termination is legal and justified and warrants non interference with the decision of its managements.

12. The Employer submitted that the reference of the dispute of adjudication before this Tribunal of the Workman was beyond the scope of powers of appropriate Government in as much as the dispute

that was referred was not an industrial Dispute has defined under the I.D. Act, 1947 nor was there any application of mind by the appropriate of Government while referring the Disputes and thus the reference is ex-facto bad in law. The Employer submitted that the last settlement was entered in June, 2001 for the period effective from 01-01-1999 and was valid up to 31-12-2002. The Employer stated that after the expiry of settlement period, the next settlement was entered on 3-10-2011 with retrospective effect from 01-01-2011 and for a period of 4 years from 01-01-2011 till 31-12-2014 and is to be continued to be remained in force thereafter until such time as it is terminated by either party as prescribed under the law for time being in force. The Employer stated that as per settlement dt. 2001, Clause XVI(5) it is stated that the termination of services shall be in writing and shall be signed by the manager. The Employer stated that as per the settlement, the manager means the Officer managing the bank. The Employer stated that Mr. Vilas M. Narkar was earlier designated as the General Manager/Secretary to the Board and the nomenclature of the General Manager has been changed to the Managing Director. The Employer stated that the Managing Director is the Officer managing the Bank. The Employer stated that the letter of termination dt. 01-06-2011 was signed by the Managing Director as per bye laws of the bank. The Employer submitted that considering the nature of offence, the gravity of misconduct had placed the bank and the institution which is the custodian of public money to disrepute and had obviously shaken the confidence of the public in the ability of the bank to take care of their valuable assets and that conducting an enquiry could not be interest of the bank and the public will be best served by dismissing the employee immediately, it was decided to dismiss the employee and accordingly by letter dt. 01-06-2011 the Workman was dismissed from the service.

13. The Employer stated that as the theft by the Workman was on 28-05-2011, though explanation was sought from the Workman by the Branch Manager, the Workman refused to give statement. The Employer stated that in spite of written instructions on 30-05-2011, the Workman declined to submit any explanation. The Employer stated that thereafter the Workman remained absent from duty on 01-06-2011 and on the morning of 02-06-2011 the Branch Manager handed over the letter of dismissal dt. 01-06-2011 to the Workman in the presence of Mr. H. D. Ghantkar from the Head Office of the Bank. The Employer stated that the Workman read the copy of the letter and refused to sign. The Employer stated

that the Workman was informed that on his refusal, the letter will be displayed on notice board of the branch and the Head Office. The Employer stated that thereafter, the Workman left the branch and the said copy of dismissal letter was displayed on the notice board of Margao Branch and also on the notice board of Head Office. The Employer submitted that as the Workman refused to accept the dismissal letter on 02-06-2011, the said letter was posted by Regd. A/D to the Workman on his available address with the bank and a copy was posted on the notice board of Margao Branch as well as Head Office of the Bank. The Employer stated that in response to the letter dt. 30-05-2011 of the Branch Manager that he submitted his explanation that was received by the management on 10-06-2011. The Employer stated that though the letter is dt. 31-05-2011 the same is posted on 09-06-2011.

14. The Employer submitted that the investigation by the Insurance Surveyor are still on. The Employer submitted that even if the claim is settled, the party cannot deny that he committed theft of the said amount of Rs. 30,00,000/-. The Employer submitted that there was a theft of 5,00,000/- at the Vasco Branch and inquiry is being conducted into the charges against certain Workmen involved in the incident. The Employer stated that the inquiry which were initiated in the year, 2010 and has been concluded finally in September, 2012 and the Workmen involved have been dismissed from service w.e.f. 20-11-2012. The Employer stated that after commission of theft of Rs. 5,00,000/- the current incident of theft of Rs. 30,00,000/- took place that left the bank shattered and led to queries from the shareholders on the competency and stability of the bank itself. The Employer stated that though the bank suffered a loss of Rs. 5,00,000/- the bank has received a payment of Rs. 4,60,000/- from the insurance company in full and final settlement of the claim and has further loss no claim bonus. The Employer stated that mere reimbursement of the loss does not absolve the Workmen involved in the theft of Rs. 5,00,000/- from disciplinary action. The Employer denied that there is violation of Section 25 of the I.D. Act as the said section is not attracted in the present case and therefore compliances of Section 25G of the I.D. Act does not arise. The Employer denied that the termination was is in violation of principles of natural justice as well as is in violation of provisions of settlement dt. 27-06-2001. The Employer submitted that as the provisions of Section 25F are not attracted, the question of Section 25G as well as 25H does not arise. The Employer denied that the termination is ab initio void or that it is in violation of principles of natural justice or that it is in violation of procedure

laid down in service rules. The Employer denied the overall case as pleaded by the Workman and submitted that the Workman is not entitled to any relief as prayed for in his claim statement and therefore the reference be rejected.

15. Thereafter, the Workman filed rejoinder dt. 06-02-2014 at Exb. 14. The Workman, as and by way of his rejoinder, affirms and confirms all statements and submissions made by him in his statement of claim and denies all averments made by the Employer in its written statement as well as additional written statements which are contradictory to or inconsistent with his case as set out in his claim statement.

16. Based on the pleadings filed by the parties hereinabove, the Presiding Officer, Industrial Tribunal and Labour Court framed certain issues on 18-09-2014 at Exb. 17. The said issues has been updated vide order dt. 05-10-2016.

1. Whether the Party-I proves that the termination of his services by Party II is in violation of the provisions of Sec.25-F, 25-G and 25-H of the Industrial Disputes Act, 1947?
2. Whether the Party-I proves that he has been dismissed from service by Party II on the false charges without following the procedure prescribed in the bi-partite settlement and in contravention of the rules applicable to him?
3. Whether the Party-I proves that he is unemployed from the date of dismissal from service?
4. Whether the Party II proves that the present dispute raised by Party I is not an "Industrial Dispute" under the Industrial Disputes Act, 1947 and as such reference of such dispute for adjudication is beyond the scope of the powers of the Appropriate Government?
- 4A. Whether Party-II proves that its action in terminating the services of the Party-I by way of dismissal is legal and justified?
5. Whether the Party II proves that its action in terminating services of the Party I by way of dismissal is legal and justified?
6. What relief? What Award?
17. My answers to the aforesaid issues are as under:

- | | | | |
|-----|-------------|---|------------------|
| (a) | Issue No. 1 | : | In the negative. |
| (b) | Issue No. 2 | : | In the negative. |
| (c) | Issue No. 3 | : | In the negative. |

- | | | | |
|-----|-------------------|---|---------------------|
| (d) | Issue No. 4 | : | In the negative. |
| (e) | Issue No. 4A | : | In the affirmative. |
| (f) | Issue No. 5 and 6 | : | As per final order. |

I have carefully heard the submissions of Ld. Adv. Shri A. V. Nigalye appearing for the Workman as well as Ld. Adv. Shri G. K. Sardessai representing the Employer. Both the parties have also filed the synopsis of written arguments. I have carefully perused the entire records of the present case which includes the synopsis of written arguments. I have also carefully considered the submissions advanced before me.

REASONS

18. Issue No. 1:

Indisputably, the Workman has not laid any evidence nor advanced any arguments to prove that the termination of his services by the Employer in violation of provisions of Section 25F, 25G and 25H of the I. D. Act, 1947. Even otherwise the said issues are not applicable to the facts and circumstances of the present matter. Hence, it is held that the workman failed to prove that the termination of his services by the Employer is in violation of the provisions of Section 25F, 25G and 25H of the I.D. Act, 1947. The Issue No. 1 is therefore answered in the Negative.

19. Issue No. 2 and 4A:

I am deciding the issue No. 2 and issue No. 4A simultaneously as both the said issues are co-related to each other.

Indisputably, the services of the Workman has been summarily dismissed by conducting an enquiry without issuing any charge sheet alleging the acts of misconduct. The Employer is governed by its bipartite settlement signed between the Goa Urban Co-operative Bank Employees Union and the management of the Employer. The said bipartite settlement is valid from 01-01-2011 till 13-12-2014. Clause XIII of the said bipartite settlement lays down the procedure for disciplinary actions and procedure thereof. Similarly, Clause XIV of the said bipartite settlement provides for subsistence allowance during the period of suspension. Clause XVI of the said settlement provides for procedure for termination of services as well as designation from the services.

20. In the case of **Workman of M/s Firestone Tyre Ltd., and Rubbarco of India Pvt. Ltd. (supra)**, the Hon'ble Apex Court after relying its earlier judgment in the case of *Khardah Co. Ltd. V/s. there Workmen*, as well as *Workmen of Moti Sugar Factory (P) Ltd. V/s Moti Sugar Factory*, held as under:-

- (1) *The right to take disciplinary action and to decide upon the quantum of punishment are mainly managerial functions, but a dispute is referred to a Tribunal, the latter has power to see if action is justified if the employer is justified.*
- (2) *Before imposing the punishment, an employer is expected to conduct a proper enquiry in accordance with the provisions of the Standing Orders, if applicable and principles of natural justice. The enquiry should not be an empty formality.*
- (3) *When a proper enquiry has been held by an employer, and the finding of misconduct is plausible conclusion flowing from the evidence, adduced to the said enquiry, the Tribunal has no jurisdiction to sit in judgment over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimization, unfair Labour practice or mala fide.*
- (4) *Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality and validity of the order, had to give an opportunity to the employer and employee to adduce evidence before it. It is open to the employer to adduce evidence for the first time justifying his action, and it is open to the employee to adduce evidence contra.*
- (5) *The effect of an employer not holding an enquiry is that the Tribunal would not have to consider only whether there was a prima facie case. On the other hand, the issue about the merits of the impugned order of dismissal or discharge is at large before the Tribunal and the latter, on the evidence adduced before it, has to decide for itself whether the misconduct alleged is proved. In such cases, the point about the exercise of managerial functions does not arise at all. A case of defective enquiry stands on the same footing as no enquiry.*
- (6) *The Tribunal gets jurisdiction to consider the evidence placed before it for the first time in justification of the action taken only, if no enquiry has been held or after the enquiry conducted by the Employer is found to be defective.*
- (7) *It has been never recognized that the Tribunal should straightaway, without anything more, direct reinstatement of a dismissed or a discharged employee once it is found that no domestic enquiry has been held or the said enquiry is found to be defective.*
- (8) *An Employer who wants to avail himself of the opportunity of adducing evidence for the first time before the Tribunal to justify his action, should ask for it at the appropriate stage. If such an opportunity is asked for, the Tribunal has no power to refuse. The giving of an opportunity to the employer to adduce evidence for the first time before the Tribunal is in the interest of both the management and the employee and to enable the Tribunal itself to be satisfied about the alleged misconduct.*
- (9) *Once the misconduct is proved either in the inquiry conducted by an Employer or by the evidence placed before a Tribunal for the first time, punishment imposed cannot be interfered with by the Tribunal except in cases where the punishment is so harsh as to suggest victimization.*
- (10) *In a particular case, after setting aside the order of dismissal, whether a Workmen should be re-instated or paid compensation is, as held by this Court in the Management of Panitole Tea Estate V/s the Workmen, 1971-1 SCC 742 within the Judicial decision of a Labour Court or Tribunal.*

The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand.

21. In the case in hand, the Employer did not hold enquiry against the Workman of alleged misconduct, but terminated the services of the Workman by way of summarily dismissal by alleging that the Workman alongwith one Mr. Prasad Shirodkar, sub-staff were handed over a sum of Rs. 30,00,000/- to deposit the said amount in the current account of the Bank in Axis Bank, Margao Branch and that the said amount was found missing from their custody and neither of them could account for the said cash which was entrusted to them and that they refused to give statement in spite of written statement of the Bank Manager vide letter dated 30-05-2011 and 01-06-2011. The Management therefore concluded that the Workman alongwith Shri Prasad Shirodkar conspired to commit theft of Rs. 30,00,000/- of the Bank. The Workman was therefore charged for the major acts of misconduct such as misappropriation of funds, doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss and willful insubordination or disobedience of any lawful and reasonable order of the Management or of a superior.

The Employer therefore led evidence before this Tribunal to justify its action of dismissal of the Workman.

22. To prove its case, the Employer has examined two witnesses namely Mr. Nathkiran N. Dessai, its Branch Manager and Mrs. Vandana Kane, Joint Custodian and the main Cashier. On the contrary, the Workman examined himself.

23. The evidence on record indicates that the Workman was employed with the Employer bank as a Clerk w.e.f. 4-10-1985. The evidence on records indicates that on 28-5-2011, the Workman was instructed by the Asst. Manager Mr. Alex Rebello, that he has to go with cash to Axis Bank for depositing the same. The Asst. Branch Manager of Margao Branch Mr. Alex Rebello and the Joint Custodian and the Main Cashier Mrs. Vandana Kane withdrew from the safe deposit vault a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) and the same was thereafter handed over to the Workman alongwith Mr. Prasad Shirodkar, the sub-staff. The evidence on record indicates that the Workman as well as the said Mr. Prasad Shirodkar verified the cash and was put in a grey colour briefcase by the said sub-staff Mr. Prasad Shirodkar. The said briefcase was locked by Mr. Prasad Shirodkar and the key of the said briefcase was given to the Workman. They took signature of the Workman of having received the cash on the cash movement Register. Hence, both the Workman as well as Mr. Prasad Shirodkar were entrusted with the said cash and it was their duty to deposit the same in Current Account of Axis Bank of the Employer. The said briefcase containing cash of Rs. 30,00,000/- was found to be missing from their custody. The evidence on records indicates that neither the Workman nor the said Mr. Prasad Shirodkar gave account of the said amount of Rs. 30,00,000/- which were handed over to them. The Employer bank therefore summarily dismissed the Workman on account of charge of theft and misappropriation of funds and doing act prejudicial to the interest of the Bank as well as gross negligence or negligence involving bank in a serious loss. The testimony of both the management witnesses that is Shri Nathkiran Dessai and Mrs. Vandana Kane appears to be trustworthy.

24. Thus, the Workman has however failed to give any justification nor has led any evidence as to why he left the briefcase containing cash of Rs. 30,00,000/- with Mr. Prasad Shirodkar alone and went away when the custody of the cash was given to both of them and it was the bounden duty of the Workman to take precaution of the briefcase and to deposit in the Axis Bank as was instructed. The aforesaid act/omission on the part of the Workman clearly indicates that

doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss to leave the briefcase containing cash with Mr. Prasad Shirodkar.

25. The evidence on records indicates that the Workman was directed to give statement, however the Workman refused to do so in spite of written instructions of the Branch Manager vide his letters dated 30-5-2011 and 01-06-2011. The aforesaid acts on the part of the Workmen amounts to wilful in-subordination or disobedience of any lawful and reasonable orders of the Management or of the superior.

26. Though, the Employer charged the Workman for an act of misconduct of misappropriation of funds, they have filed an F.I.R. against unknown person and as such the said misconduct of misappropriation of funds has not been proved.

27. A Bank employee is required to exercise higher standards of honesty and integrity. Every employee of the Bank is required to take all possible steps to protect the interests of the Bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a bank officer. Good conduct and discipline are inseparable from the functioning of every employee of the Bank. The very discipline of an organization more particularly as bank is dependent upon each of its employees and employees acting and operating within their allotted sphere.

28. The Workman contended that it was not his duty to deposit cash in another Bank. However, it has come on record that the Workman during the period from 17-8-2009 to 28-5-2011 had on 26 times deposited cash in other Banks such as Axis Bank, Bank of Baroda, ICICI Bank where the Employer/Bank had account and as such it cannot be said that depositing cash in another bank was not part of his duties.

29. Due to the said negligence, on the part of the Workman, the Employer Bank has not only suffered huge monetary loss but also lost the faith created by its several customers by depositing their amount in the custody of the Employer Bank. The misconduct levelled against the Workman is a major misconduct and as a result of commission of the grave misconduct, the Employer lost confidence reposed in the Workman. Thus, taking into consideration the facts and circumstances of the entire case as well as the seriousness of misconduct levelled against the Workman, the punishment of dismissal imposed upon him is just, fair, proper and proportionate to the

proved misconduct. The Issue No. 2 is therefore answered in negative and Issue No. 4A is answered in the affirmative.

30. *Issue No. 3:*

While deciding the issue No. 4A is hereinabove, I have discussed and come to the conclusion that the action of the Employer bank in terminating the services of the Workman by way of dismissal is just, fair, proper and proportionate. Hence, the question is as to whether the Workman is unemployed from the date of dismissal from service does not arise. The issue No. 3 is therefore answered accordingly.

Issue No. 4:

31. The Employer Bank in its preliminary objections filed in the written statement alleged that the present disputes raised by the Workman is not an industrial dispute as defined under the I.D. Act, 1947 and that there is a non-application of mind by the appropriate Government while referring the present dispute. The burden to prove the aforesaid facts lies on the Employer. In the case in hand, it is not in dispute that the Party I is a "Workman" as defined u/s 2(s) of the I. D. Act, 1947 and the Employer Bank is an "Employer" as defined u/s 2(j) of the I.D. Act, 1947 and as such the present dispute raised by the Workman pertaining to his non-employment amounts to an "Industrial Dispute" as defined u/s 2(k) of the I.D. Act, 1947 and as such, the appropriate Government has every right for adjudication of the said dispute. Hence, it is held that the Employer has failed to prove that the present dispute raised by the Workman is not an industrial dispute under the I. D. Act, 1947 and as such, reference of such dispute for adjudication is beyond the scope of the powers of the appropriate Government. The Issue No. 4 is therefore answered in negative.

Issue No. 5:

32. While deciding the issue No. 4A hereinabove, I have discussed and come to the conclusion that the action of the Employer bank in terminating the services of the Workman by way of dismissal is just, fair, proper and proportionate. The Workman is therefore not entitled to any relief. The Issue No. 5 is therefore answered in the negative.

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

ORDER

1. It is held that the action of the Goa Urban Co-operative Bank Limited, Margao-Goa, in terminating the service of Shri Anand G. Gauns, Clerk by way of dismissal vide letter of dismissal dt. 1-06-2011 is legal and justified.

2. It is held that the Workman Shri Anand G. Gauns, Clerk is not entitled to any relief.

Inform the Government accordingly.

Sd/-

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

Notification

No. 28/02/2023-LAB/Part-II/243

The following Award passed by the Labour Court-II, at Panaji-Goa on 14-03-2023 in Case No. Ref. IT/07/2015 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 27th March, 2023.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. Ref. IT/07/2015

Shri Arvind Pednekar,
C/o. Shri P. Gaonkar,
Goa Municipal Employees
Association, 328-01, Municipal
Quarters, St. Inez,
Panaji-Goa.

..... Workman/Party I

V/s

The Chief Officer,
Pernem Municipal Council,
Pernem-Goa.

..... Employer/Party II

Workman/Party-I represented by Adv. Shri D. Naik.
Employer/Party-II represented by Adv. Shri S. Sawal
Dessai.

Panaji, dated: 14-03-2023.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 18-06-2015, bearing No. 28/18/2015-LAB/616

referred the following dispute for adjudication by the Labour Court-II, of Goa at Panaji-Goa.

“(1) Whether the action of the Pernem Municipal Council, Pernem-Goa, in refusing employment of Shri Arvind R. Pednekar, Peon with effect from 24-11-2009 is legal and justified?”

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

2. On receipt of the reference, a Case was registered under Ref. No. IT/07/2015 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman') filed his Statement of Claim on 28-09-2015 at Exb. 6. The facts of the case, in brief as pleaded by the Workman are that the Employer/Party-II (for short employer) vide its office order dated 09-03-1990 initially appointed him as a part time "Garden Worker" with immediate effect on temporary basis. He stated that thereafter, he was appointed by the Employer on full time basis. He stated that by its office order dated 20-03-1992, he was entrusted the work on full time basis for supervision on the work assigned to him in the said order. He stated that he was further directed to supervise the work on Saturdays and Sundays also. He stated that he used to sign the master roll. He stated that vide office orders dated 16-06-1992 and 29-03-1993, the Employer rescheduled his work along with others Group D officials. He stated that he was posted to the library section w.e.f. 22-03-1994 until further orders by its order dated 17-03-1994. He stated that he was entrusted the work of supervising the workmen on field duty apart from attending to the office and other allied work assigned by the superiors from time to time. He stated that he had to submit daily working report of sweepers, vide its order dated 19-01-1994. He stated that further vide its office order dated 02-11-1995, the Employer directed him to look after the supervision work of the road. He stated that he was directed to look after the supervisory work of all the field sweepers of the Municipal council in addition to his own office duty w.e.f. 01-03-1996. He stated that vide its officer order dated April 1996 the Employer entrusted the work to him of carrying out the survey of the existing business establishment and new establishment under the trade and occupation licensing by laws in force. He stated that he was further directed to commence the aforesaid work with help of Shri Dnyaneshwar Gadekar. He stated that by office order dated 25-02-1997, the Employer directed him to look after the library duty from 25-02-1997 onwards. He stated that by the said order, he further directed to get the work done of flagging the tricolor from Shri Namdev Pawar. He stated that the Employer has directed the officials

including himself to carry out the re-assessment work of the house tax ward wise with immediate effect by its order dated 04-06-1997. He stated that by its order dated 30-04-1998, the Employer directed him to look after the duty of library section. He stated that by office order dated 30-03-2000, the Employer had posted him in the library section w.e.f. 01-04-2000 to look after the duties of the library section until further orders. He stated that vide its order dated 21-03-2001, the Employer allotted works supervision, conservancy supervision, street lighting to him. He stated that by order dated 30-04-2001, the Employer has granted medical allowance of Rs. 250/- per month to him amongst others w.e.f. 01-04-2001. He stated that by order dated 22-05-2001, the Employer has sanctioned Rs. 2300/- towards uniform allowance to him amongst others for the year 2001-2002. He stated that by order dated 05-07-2001, the Employer had directed him to supervise the duties in the municipal market. He stated that by its order dated 05-07-2001, the Employer has granted medical allowance to him of Rs. 200/- per month w.e.f. 01-10-1998 to 31-03-2001 and Rs. 250/- per month from April 2001. He stated that by order dated 11-06-2001, the Employer has directed municipal staff which included himself to make the seating arrangement of fish vendors/vegetable vendors in municipal market. He stated that the Employer, through its Chief Officer, has also issued identity card. He stated that by its order dated 05-06-2003 the Employer has re-allocated the staff work and he has directed to look after the duties attached to the library section of the council. He stated that by order dated 05-05-2006, the Employer has entrusted additional duties of maintaining records of hearse van on holidays and non-working days of the Municipal Council and to furnish the information and report to Mr. Dayanand B. Navelkar on next working day of the Council. He stated that the Employer, vide its letter dated 27-02-2007, addressed to the Additional Director of Municipal Administration proposed to regularize and to get approval for regularization of his services who was working with Employer for more than sixteen years without any break. He stated that by office order dated 27-04-2007, the Employer made changes in the duty in addition to the duties allotted to him and directed to keep the duplicate keys of the hearse van and ambulance in his custody with further direction to handover the said keys to any driver of the council on requisition of public on non-working days of the council i.e. Saturday, Sunday and shall give report/ requisition of such demand on every Monday to Shri Sanjay Palyekar, Supervisor of the council for recording purpose. He stated that by its order dated 16-05-2007, the Employer made a modification to the earlier order dated 27-04-2007 wherein he was

directed to submit a report on every Tuesday to Shri Sanjay Palyekar being Monday was his weekly off day, in respect of the facility of hearse van and ambulance on Saturday and Sunday.

3. He stated that by order dated 20-06-2008, the Employer gave him a superficial illegal break w.e.f. 23-06-2008. He stated that he raised an industrial dispute and conciliation proceedings were held before the Assistant Labour Commissioner wherein the Employer undertook to revoke illegal termination and accordingly he was reinstated in service with continuity in employment and also undertook to pay the wages from November 2009 till April 2010. He stated that by its order dated 23-11-2009, the Employer reinstated him with the terms and conditions which are totally contrary to law and the Employer misguided him being illiterate person. He stated that by its judgment dated December 2009 allotted the duties to him amongst other employees.

He stated that by office order dated 13-01-2010, the Employer has partially modified earlier office order vide letter dated 29-10-2009 and re-allocated the duties to the officials of the Municipal Council including himself. He stated that the Employer addressed a letter dated 03-08-2010 to the Director of Municipal Administration, Panaji-Goa along with a detailed report of previous service rendered by him to the Employer/Council with request to convey the approval to continue his services till his services were regularized. He stated that by its order dated 29-10-2010, the employer has posted him in the municipal library with immediate effect to look after the library duties. He stated that the Employer has re-allocated the duties of all the peons and workers including himself by its office order dated 23-11-2010. He stated that he was given a superficial break of three days i.e. from 13-01-2011 to 15-01-2011 by office order dated 22-12-2010. He stated that on 11-01-2011, the Employer, by its circular dated 11-01-2011 entrusted the work of assessment/BPL survey to him. He stated that the Employer again by its office letter dated 20-01-2011, gave him superficial break to him from 24-01-2011 to 02-02-2011 for a period of ten days only. He stated that the Employer has issued purported memo dated 18-01-2011 to him to harass him without any reason. He stated that he replied to the said memo by his reply 19-01-2011.

4. He stated that by letter/order dated 08-02-2011, the Employer has abruptly changed his duties who was a peon in the office and has directed him to look after three garden as a gardener at three different time schedules i.e. 2.00 p.m. to 4.00 p.m., 4.00 p.m. to 6.00 p.m. and 6.00 p.m. to 9.00 pm. and making things difficult for him only to harass. He stated that by his reply dated 17-02-2011, he replied to the said letter

stating that it will be difficult for him since he got physically and mentally challenged son who is studying in Sanjay School for which he has to look after him as per the instruction of the doctor after his office hours. He stated that he has been in continuous service of the Employer ever since he has joined the service in March 1990 and has completed 240 days of continuous service in every year until his services were illegally and arbitrarily changed as a gardener and terminated by the Employer. He stated that he used to work even on Sundays and holidays as per the instructions given to him by his superiors from time to time which is evident from the orders (annexed herewith). He stated that he was shocked and shattered that the Employer, without following the principles of natural justice and without his any fault, abruptly and illegally changed the services and terminated his services. He stated that he has completed 240 days of service in a period of 12 calendar month every year ever since he has joined the service in the year March 1990. He stated that the illegal and arbitrary action of the Employer amounts to unfair labour practices. He stated that he made several request to the officials of the Employer to take him back in service, but no heed was paid to his request.

5. He stated that he is unemployed and has a dependent family to support including a son who is physically and mentally challenged and is in great financial difficulty to meet both ends. He stated that the arbitrary action of the Employer is totally illegal, unjustified and contrary to law and without following the principles of natural justice and a procedure laid down under the law. He stated that he also made several requests to the Chief Officer and the Chairperson of the Employer, however to his utter dismay, no heed was paid to the request made by him. He stated that he therefore approached the Assistant Labour Commissioner Panaji-Goa which ended in failure. The Workman therefore prayed that the action of the Employer in terminating his services be declared as illegal, unjust and contrary to law and he be reinstated in service with full back wages and continuity in service. The Workman also prayed for regularization of his services.

6. The Employer controverted the claim of the Workman by filing its written statement on 14-02-2015 at Exb.8. The Employer, as and by way of its preliminary objections, submitted that the reference made by the appropriate government is bad in law and not maintainable as the Workman was appointed on daily wages, that the Employer, vide its order dated 08-02-2011, has entrusted the work of maintenance of three municipal gardens to the Workman however, he refused to accept the said

order till 14-02-2011 with his verbal reason that he is not interested to perform the said duty, that thereafter the Workman accepted the said order on 15-02-2011 and vide his letter dated 17-02-2011 informed them that he will not perform the said duty and remained unauthorisely absent on duty till date, that the Workman abandoned his service from 08-02-2011 and till date he has not resumed his duty and therefore there is no employer-employee relationship between themselves and the Workman from 08-02-2011 till date, that the Workman did not raise any demand before them but directly approached the conciliation officer by raising alleged "Industrial Dispute" and hence the alleged dispute is not an industrial dispute as defined under the industrial disputes act, that there is no termination letter issued to the Workman and therefore the question arise of refusing employment to the Workman by them and that the Workman is suppressing the material facts from this Hon'ble Court and hence he is not entitled to any relief.

7. The Employer stated that the Workman was appointed by them on daily wages. The Employer stated that the Workman was given a break in service by them vide its orders dated 20-06-2008, 22-12-2012 and 20-11-2011 and therefore the Workman was not in continuous service with the Employer. The Employer stated that vide its order dated 08-02-2011, they entrusted the work of maintenance of three municipal gardens to the Workman, however he refused to accept the said order till 14-02-2011 with his verbal reason that he is not interested to do the said duty. The Employer stated that the Workman has accepted the said order on 15-02-2011 and vide his letter dated 17-02-2011, informed them that he will not perform the said duty and remained unauthorized absent from duty from the date of order dated 08-02-2011 till date. The Employer stated that they, on humanitarian ground, vide office memorandum dated 18-08-2011, informed the Workman to submit his unwillingness to refuse his duty allotted vide order dated 08-02-2011 along with explanation for unauthorized absentism from duty from 08-02-2011. The Employer stated that the Workman has however has not submitted his willingness to resume duties till date neither any explanation has been received from the Workman. The Employer stated that the Workman has approached the Conciliation Officer and during the course of discussion, they have taken an initiative to accommodate the Workman in service, however, the Workman was not ready nor shown any willingness to accept the proposal. The Employer stated that vide its order dated 15-07-2014, they have decided to re-employ the Workman on contractual basis on an

amount of Rs. 6000/- per month till his superannuation. The Employer stated that vide its letter dated 26-09-2014, they also clarify that contract agreement would be renewed every after six months with applicable increase in payment. The Employer stated that they have given several opportunity to the Workman however he was not ready nor shown his willingness to resume the duties till date. The Employer stated that they have not illegally refused employment to the Workman, but he himself remained unauthorized absent from duty from 08-02-2011 till date. The Employer submitted that they have not issued any termination order to the Workman till date and hence the question of illegal refusing of employment to the Workman does not arise and therefore the Workman is not entitled to any relief. The Employer denied the overall case as pleaded by the Workman and prayed that the reference made by the Government be dismissed.

8. Thereafter, the Workman filed his rejoinder on 22-02-2016 at Exb. 10. The Workman, as and by way of his rejoinder, affirms and confirms all statements and submissions made by him in his statement of claim and denies all averments made by the Employer in its written statement which are contradictory to or inconsistent with his case as set out in his claim statement. He stated that the Employer, by its order dated 23-11-2009, reinstated him with the terms and conditions which are totally contrary to law and the Employer misguided him being an illiterate person. He stated that the Employer used to give superficial break which is evident from the office order dated 22-12-2010 from 13-01-2011 to 15-01-2011 only for three days and again by office order dated 20-01-2011 for the period from 24-01-2011 to 02-02-2011 for ten days.

9. Based on the pleading filed by the parties herein above this Hon'ble Court framed the following issues on 15-03-2017 at Exb. 15.

1. Whether the Workman/Party-I proves that he has been refused the employment by the Employer w.e.f. 24-11-2009?
2. Whether the Workman/Party-I proves that the action of the Employer in refusing him employment w.e.f. 24-11-2009 is illegal and unjustified?
3. Whether the Employer/Party-II proves that the present order of reference is bad-in-law and not maintainable in view of the reasons mentioned in para 1 (a) to 1 (f) of its written statement?
4. Whether the Workman/Party-I is entitled to any relief?

5. What order? What award?

My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the negative.
 (b) Issue No. 2 : Does not arise.
 (c) Issue No. 3 : In the affirmative.
 (d) Issue No. 4 & 5 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri D. Naik appearing for the Workman as well as Ld. Adv. Shri S. Sawal Dessai representing the Employer. Both the parties also filed their synopsis of written arguments.

10. Ld. Adv. Shri D. Naik appearing for the Workman, during the course of his oral arguments, submitted that initially the Workman was appointed by the Employer on temporary basis vide its order dated 09-03-1990. He submitted that subsequently, vide its order dated 20-03-1992, the Employer appointed the Workman on full time basis for supervision on the works. He submitted that the Workman was in continuous service of the Employer from his initial appointment in March 1990 till he was refused employment on 24-11-2009. He submitted that the Workman was refused employment by the Employer in the month of January 2011. He submitted that the refusal of employment to the Workman is illegal, unjustified and bad in law as it is contrary to the provisions of Section 25 F of the I.D. Act, 1947. He submitted that the date of birth of the Workman is 26-06-1960 and he would have attended the superannuation on 26-06-2020. He submitted that the action of the Employer in terminating the services of the Workman be declared as illegal unjust and contrary to law and the Workman be compensated with full back wages till June 2020. He submitted that the Workman was not allowed to sign the muster roll. He submitted that the Workman was not a daily wage worker.

11. Per contra, Ld. Adv. Shri S. Sawal Dessai representing the Employer, during the course of his oral arguments, submitted that the Workman was a daily wage worker working with the Employer. He submitted that the Workman was given break in service from time to time. He submitted that the Workman was entrusted the work of maintenance of three municipal garden vide its order dated 08-02-2011. He submitted that the Workman however refused to accept the said order. He submitted that the Workman accepted the said order on 15-02-2011 and vide his letter dated 17-02-2011 informed the Employer that he will not perform the said duty and remained unauthorized absent from duty till date. He submitted that there does not exist any employer-employee relationship between the Employer and

the Workman since the Workman refused to perform his duties and he being daily wage worker. He submitted that the Workman has not made any demand for reinstatement of his services but directly approached the Conciliation Officer. He therefore, submitted that the dispute raised by the Workman is not an Industrial Dispute as defined under Section 2 (k) of the I.D. Act, 1947 and the reference made by the Government is incompetent. He submitted that the Workman was not issued any termination letter thereby terminating his services but he voluntarily abandoned his services. He submitted that the Workman has not shown his willingness to join the duties. He submitted that the Workman was given the break in service thrice and as such he is not in continuous service. He therefore submitted that the Workman is not entitled to any relief and the reference be dismissed.

I have carefully perused the entire records of the present case. I have also carefully perused the submissions advanced before me and is of the opinion as under:-

REASONS

12. Issue No. 1:

By office order dated 09-03-1990 (Exb. 17), the Workman was appointed on purely temporarily basis to the post of part time garden worker with immediate effect. Thereafter, by office order dated 20-3-1992 (Exb. 18), the Workman, part time daily wage worker has been entrusted the work on full time basis for supervision on the works on the Municipal Area. The Workman was also directed to supervise the works on Saturdays and Sundays if needed. The Workman was given the break in service from time to time.

Indisputably, the Workman was daily wage worker working in the Employer Municipality. By order dated 08-02-2011 (Exb. 56), the Workman was entrusted the duties as Peon, in the office and has directed him to look after three Gardens of the Municipality as a "Gardner" at three different times scheduled as 2.00 p.m. to 4.00 p.m., 4.00 p.m. to 6.00 p.m. and 6.00 p.m. to 9.00 p.m. The Workman replied to the aforesaid letter of the Employer, by his letter dated 17-02-2011 (58-colly), stating that it will difficult for him since, he got a physically and mentally challenged son who is studying in Sanjay School, for which he has to look after him as per instruction of the Doctor after office hours and as such, it will be difficult for him to perform his duties as per the time schedule and requested for allotting him duties at office which will help him to overcome the present situation. The Workman refused to accept the order of the Employer dated 08-02-2011 issued by the Employer and remained absent from his duty. The Employer, by its

memorandum dated 18-08-2011 (Exb. 18), directed to submit his willingness to resume duty allotted earlier vide order dated 08-02-2011 and further directed to submit his explanation for absence on duty w.e.f. 08-02-2011.

13. In the case of **Dharmraj Vithoba Natekar V/s. Unique Industries reportedly (1996) II LLJ 948 the Hon'ble High Court of Bombay** it has been held that *"By Now, it is well established that abandonment of services is an inference which can be raised upon consideration of the totality of the 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."*

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

14. In the case in hand, the Workman was employed with the Employer as worker since the year 1990 on daily wage basis. By order dated 08-02-2011, the Workman was entrusted with the work of Gardener in the three municipal garden of the Employer Municipality. The Workman refused to accept the said order and since then the Workman remained absent. Thereafter, the Workman accepted the said order dated on 15-02-2011 and by letter dated 17-02-2011 informed the Employer that it will difficult for him to perform the duties. Therefore, the Employer issued a Memorandum dated 18-08-2011 directing the Workman to submit his willingness to resume his duties allotted vide office order dated 08-08-2011 and also submit his explanation for absence from duties w.e.f. 08-02-2011. The Workman, however did not send his willingness to the Employer to resume his duties nor submit his explanation for absence from duties. The Workman has however raised a dispute before Asst. Labour Commissioner and the Conciliation Officer, Panaji-Goa. The aforesaid act on the part of the Workman indicates that the Workman has abandoned his duties by remaining absent and that he was not refused the Employment by the Employer. Hence, it is held that the Workman failed to prove that he was refused the employment by the Employer. The Issue No. 1 is therefore answered in the negative.

15. *Issue No. 2:*

While deciding the Issue No. 1 is hereinabove, I have discussed and come to the conclusion that the Workman was not refused the Employment, but the Workman abandoned his duties and as such, the question of the alleged action of the Employer in refusing the Employment to the Workman w.e.f. 24-11-2009 is illegal and unjustified, does not survive.

The Issue No. 2 is therefore answered as does not survive.

16. *Issue No. 3:*

The Employer, as and by way of its preliminary objections, submitted that the reference made by the appropriate Government is bad in law and not maintainable as the Workman was appointed on daily wages, that the Employer, vide its office order dated 08-02-2011, has entrusted the work of maintenance of three municipal gardens to the Workman however, he refused to accept the said order till 14-02-2011 with his verbal reasons that he is not interested to do his said duties and that thereafter the Workman accepted the said order on 15-02-2011 and vide his letter dated 17-02-2011 informed the Employer that he will not performed the said duties and remained unauthorisely absent on duties till date, that the workman has abandoned his services from 08-02-2011 and till date he has not resumed his duties and therefore there is no Employer-Employee relationship between themselves and the Workman from 08-02-2011 that the Workman did not raise any demand before the Employer but directly approached the Conciliation Officer by raising alleged the Industrial Dispute and hence, the dispute is not an industrial dispute as defined under the I.D. Act, 1947 and that there is no termination letter has been issued to the Workman and therefore there is no question of refusing the Employment to the Workman does not arrive.

17. Indisputably, the Workman was appointed on daily wage basis. The Workman was entrusted the work of maintenance of three municipal gardens vide its order dated 08-02-2011. However, the Workman refused to accept the said order till 14-02-2011 with his verbal reasons that he is not interested in performing the said duties. Thereafter, the Workman accepted the said order on 15-02-2011 and vide his letter dated 17-02-2011 informed the Employer his inability to perform the said duties and remained unauthorized absent from duties till date. The Employer, vide its memorandum dated 18-08-2011, directed the Workman to submit his willingness to resume his duties allotted vide its office order dated 08-02-2011 and also give explanation for his absence on duty w.e.f. 08-02-2011. The Workman thereafter directly approached the Conciliation Officer by raising a dispute without raising a demand before the Employer.

18. In the case of, the **Sindhu Resettlement V/s. The Industrial Tribunal reportedly 1968 AIR 529, the Hon'ble Supreme Court** held as under *"It may be that the Conciliation officer reported to the Government that an industrial dispute did exist*

relating to the reinstatement of respondent No.3 and payment of wages to him from 21st February, 1958, but when the dispute came up for adjudication before the Tribunal, the evidence produced clearly showed that no such dispute had ever been raised by either respondent with the management of the appellant. If no dispute at all was raised by the respondents with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen, and workmen and workmen. A mere demand to a Government, without a dispute being raised by the workmen with their employer cannot become an industrial dispute. Consequently, the material before the Tribunal clearly showed that no such industrial dispute, as was purported to be referred by the State Government to the tribunal had ever existed between the appellant Corporation and the respondents and the State Government, in making a reference, obviously committed an error in basing its opinion on material which was not relevant to the formation of opinion. The Government had to come to an opinion that an industrial dispute did exist and that opinion could only be formed on the basis that there was a dispute between the appellant and the respondents relating to reinstatement. Such material could not possibly exist when, as early as March and July, 1958 respondents No. 3 and respondent No. 2 respectively had confined their demands to the management to retrenchment compensation only and did not make any demand for reinstatement. On these facts, it is clear that the reference made by the Government was not competent."

The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand.

19. In the case in hand, the Workman did not raise any demand for reinstatement in service on the Employer after alleged refusal of the Employment, but directly approached the Conciliation Officer. Hence, the dispute raised by the Workman is not an "Industrial Dispute" as defined u/s 2C (k) of the I. D. Act, 1947 and the reference made by the appropriate Government is bad-in-law and incompetent. Hence, it is held that the Employer proved that the present order of reference is bad-in-law. The Issue No. 3 is therefore answered in the affirmative.

20. *Issue No. 4:*

While deciding the Issue No. 3 hereinabove, I have decided and come to the conclusion that the

reference made by the appropriate Government is bad-in-law. The Workman is therefore not entitled to any relief. The Issue No. 4 is therefore answered in the negative.

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

ORDER

1. It is held that whether the action of the Pernem Municipal Council, Pernem-Goa, in refusing employment of Shri Arvind R. Pednekar, Peon with effect from 24-11-2009 if legal and justified, does not survive.
2. The Workman, Shri Arvind R. Pednekar is not entitled to any relief.
3. Inform the Government accordingly.

Sd/-

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

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Department of Law & Judiciary Law (Establishment) Division

Order

No. 8/32/2020/LD(Estt)/700

Government approval is hereby conveyed to delegate the powers to the Civil Registrars-cum-Sub Registrars to deal with such cases or cases where the canonical marriage has taken place but the registration has not been recorded at all in any of the offices of the Civil Registrars-cum-Sub Registrars, by incorporating the following:

- a) the Civil Registrars-cum-Sub Registrars be authorised to cancel the erroneous recording of the marriage certificate and the marriage be registered under the next entry number, after the last entry for that corresponding same year when the canonical marriage was solemnised.
- b) In case the canonical marriage was solemnised in the month of December, then the Civil Registrars-cum-Sub Registrars shall register such a marriage at the next entry number, after the last entry of the next year of the canonical marriage solemnisation.
- c) In cases where the canonical marriage has been solemnised but not recorded at any of the Civil Registrar-cum-Sub-Registrar Offices

(CRSR), then such a marriage must be recorded at the last entry of that year. In case the canonical marriage has been solemnised in the month of December, then such a marriage must be recorded by the respective CRSR at the last entry of the next year.

d) A nominal fee of Rs. 2000/- (Rupees two thousand only) shall be levied on the applicant/party for the above facilities.

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

Amir Y. Parab, Under Secretary (Law-Estt.).
Porvorim, 21st April, 2023.

Order

No. 2-3-21-LD(Estt)/733

The Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub Registrars, Group 'B', Gazetted Officers of Registration Department, with immediate effect.

Sr. No.	Name of the staff	Present posting	Posted as
1	2	3	4
1.	Shri Arjun Shetye	District Registrar (South) holding additional charge of Civil Registrar-cum-Sub Registrar, Tiswadi in addition to his duties as District Registrar (South)	District Registrar (South) with additional charge of Civil Registrar-cum-Sub Registrar, Pernem vice Prachi Naik, CRSR transferred.
2.	Smt. Prachi Naik	Civil Registrar-cum-Sub Registrar-Headquarters, Panaji and holding charge of Civil Registrar-cum-Sub Registrar, Pernem	Civil Registrar-cum-Sub Registrar-Headquarters, with additional charge of Jt. Civil Registrar-cum-Sub Registrar-I, Tiswadi, thereby relieving Smt. Aarti Parvatkar.
3.	Smt. Aarti Parvatkar	Jt. Civil Registrar-cum-Sub Registrar-I, Tiswadi	Civil Registrar-cum-Sub Registrar, Tiswadi vice Shri Arjun Shetye transferred.

The above Officers shall draw pay and allowances against their respective transferred posts from the date of taking charge. They shall complete the process of handing over/taking over of charge with effect from 02-05-2023 b.n. and submit compliance.

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

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 27th April, 2023.

Department of Personnel

Order

No. 13/07/2023-PER/1250

The Governor of Goa is pleased to grant extension in service to Shri Anil Naik, Block Development Officer in the Directorate of Panchayats beyond the date of his superannuation for a period of one year w.e.f. 01-05-2023 or till the posts of Block Development Officers are filled on regular basis, whichever is earlier,

in public interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

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

Eshant V. Sawant, Under Secretary (Personnel-II).
Porvorim, 27th April, 2023.

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Department of Public Health

Order

No. 45/3/2009-I/PHD/604

Read: Memorandum No. 45/3/2009-I/PHD/60 dated 17-01-2023.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(3)/2021/442 dated 17-01-2023, Government is pleased to appoint Dr. Siddhant Suresh Shet to the post of Junior Gynaecologist (Group "A" Gazetted) under Directorate of Health Services in the Level 10 of Pay Matrix [Pay Band-3 Rs. 15600-39100+Grade Pay Rs. 5400/- (pre-revised)].

Dr. Siddhant Suresh Shet shall be on probation for a period of two years.

Dr. Siddhant Suresh Shet has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of the character and antecedents. In the event of any adverse matter being noticed by the Government on verification of their character and antecedents, his services shall be terminated.

Consequent to above, Dr. Siddhant Suresh Shet is posted at South Goa District Hospital, Margao.

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

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 24th April, 2023.

Notification

No. 25/1/2022-I/PHD/635

Read: Notification No. 25/1/2022-I/PHD/1179 dated 05-08-2022.

In exercise of the powers conferred by sub-section (2) read with Clause (b) of sub-section (3)

of Section 12 of the Assisted Reproductive Technology (Regulation) Act, 2021 (Central Act No. 42 of 2021), the Government of Goa hereby appoints, the Appropriate Assisted Reproductive Technology and Surrogacy Authority for the District of South Goa, consisting of the following members, namely:-

- (1) Collector, South Goa District — Chairperson (ex officio).
- (2) Medical Superintendent (South Goa District Hospital) — Member (ex officio).
- (3) Juliana Lohar (Aarz) — Member.
- (4) Shubhangi M. Humraskar, Joint Secretary, Law — Member.
- (5) Senior Gynaecologist (South Goa District Hospital) — Member.

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

This issues in supersession to Notification No. 25/1/2022-I/PHD/1179 dated 05-08-2022.

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

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 28th April, 2023.

Notification

No. 25/1/2022-I/PHD/636

Read: Notification No. 25/1/2022-I/PHD/1178 dated 05-08-2022.

In exercise of the powers conferred by sub-section (2) read with Clause (b) of sub-section (3) of Section 12 of the Assisted Reproductive Technology (Regulation) Act, 2021 (Central Act No. 42 of 2021), the Government of Goa hereby appoints, the Appropriate Assisted Reproductive Technology and Surrogacy Authority for the District of North Goa, consisting of the following members, namely:-

- (1) Collector, North Goa District — Chairperson (ex officio).
- (2) Medical Superintendent (North Goa District Hospital) — Member (ex officio).
- (3) Prachi Khandeparkar (Sangath) — Member.
- (4) Medhavani M. Sawaikar, Joint Secretary, Law — Member.
- (5) Senior Gynaecologist (North Goa District Hospital) — Member.

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

This issues in supersession to Notification No. 25/1/2022-I/PHD/1178 dated 05-08-2022.

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

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 28th April, 2023.

Notification

No. 25/1/2022-I/PHD/637

Read: Notification No. 25/1/2022-I/PHD/1176 dated 05-08-2022.

In exercise of the powers conferred by sub-section (2) read with Clause (b) of sub-section (3) of Section 35 of the Surrogacy (Regulation) Act, 2021 (Central Act No. 47 of 2021), the Government of Goa hereby appoints the Appropriate Authority for the District of North Goa consisting of the following members, namely:-

- | | | |
|---|---|------------------------------|
| (1) Collector, North Goa District | — | Chairperson
(ex officio). |
| (2) Medical Superintendent
(North Goa District Hospital) | — | Member
(ex officio). |
| (3) Prachi Khandepar (Sangath) | — | Member. |
| (4) Pooja D. Phadte,
Joint Secretary, Law | — | Member. |
| (5) Senior Gynaecologist
(North Goa District Hospital) | — | Member. |

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

This issues in supersession to Notification No. 25/1/2022-I/PHD/1176 dated 05-08-2022.

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

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 28th April, 2023.

Notification

No. 25/1/2022-I/PHD/638

Read: Notification No. 25/1/2022-I/PHD/1177 dated 05-08-2022.

In exercise of the powers conferred by sub-section (2) read with Clause (b) of sub-section (3) of Section 35 of the Surrogacy (Regulation) Act, 2021 (Central Act No. 47 of 2021), the Government of Goa hereby appoints, the Appropriate Authority for the District of South Goa consisting of the following members, namely:-

- | | | |
|---|---|------------------------------|
| (1) Collector, South Goa District | — | Chairperson
(ex officio). |
| (2) Medical Superintendent
(South Goa District Hospital) | — | Member
(ex officio). |
| (3) Juliana Lohar (Aarz) | — | Member. |
| (4) Dnyaneshwar Raut Dessai,
Joint Secretary, Law | — | Member. |
| (5) Senior Gynaecologist
(South Goa District Hospital) | — | Member. |

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

This issues in supersession to Notification No. 25/1/2022-I/PHD/1177 dated 05-08-2022.

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

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 28th April, 2023.

Department of Public Works

Office of the Executive Engineer-Division VI

Notification

No. PWD-VI/ADM/F-92/23-24/154

Whereas, the Council of Ministers, in its Vth cabinet meeting held on 09-06-2022, vide Agenda No. 13 resolved to approve among others shifting part of existing internal public road leading from Verna Industrial Estate to Verna village inside precincts of Shree Mahalsa Narayani Devalaya, Verna, to new location as per attached plan therein denotifying and also surrendering old road area from PWD to the Directorate of Archives and Archeology, in lieu of new road to be constructed.

And whereas, the said new road as mentioned has been constructed and commissioned for the traffic by PWD.

Therefore in accordance with the said decision of Council of Ministers and subsequent Government approval, the stretch of old public road hereby stands denotified and surrendered to Department of Archives and Archeology.

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

Prasad Panandikar, Executive Engineer, Division VI (Roads), PWD.

Margao, 26th April, 2023.

Department of Revenue

Order

No. 35/2/2013-RD/562

In exercise of the powers conferred by Clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Act No. 2 of 1899), as in force in the State of Goa, the Government of Goa hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa") to pay consolidated stamp duty of Rs. 25,00,000/- (Rupees Twenty five lakhs only), chargeable on sums to be insured in the insurance policies issued by its offices in the State of Goa with effect from 1st January, 2023 upto 31st December, 2023 in lieu of affixing stamps upon individual insurance policies, which has been paid vide cheque No. 000224 dated 06-02-2023, drawn on HDFC Bank, Panaji, Goa, subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the insurance policies issued during the above mentioned period falls short of the stamp duty consolidated herein and paid to the Government, the excess consolidated stamp duty shall be adjusted for the next calendar year 2024.
- (b) In case the stamp duty chargeable on the insurance policies issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall be paid to the Government Treasury by the LIC Goa latest by the first week of January, 2024.
- (c) A detailed report of the total stamp duty charged on the sums insured in the insurance policies issued by the offices of the LIC Goa in the State of Goa during the above period shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa on or before 31-12-2023.

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

Durga Kinlekar, Under Secretary (Revenue-I).
Porvorim, 28th April, 2023.

Department of Sports and Youth Affairs

Directorate of Sports and Youth Affairs

Order

No. 66/36th NG/ADM/DSYA/2018/268

The Government of Goa is hereby pleased to re-constitute the Organizing Committee for the 37th National Games Goa to decide on all the policy making matters related to the organization and conduct of the Games. The Organising Committee will be the apex body. The composition of the Organizing Committee is as follows:

Sr. No.	Name	Designation
1	2	3
1.	Hon'ble Chief Minister	Chairman.
2.	President, Goa Olympic Association	Vice-Chairman.
3.	Hon'ble Minister for Sports	Vice-Chairman.
4.	Chief Secretary	Member.
5.	Director General of Police	Member.
6.	Secretary (Finance)	Member.
7.	Secretary (Sports) & Chief Executive Officer, NGOC	Member Secretary.
8.	Secretary (Power)	Member.
9.	Secretary (PWD)	Member.
10.	Secretary (Health)	Member.
11.	Secretary (Education)	Member.
12.	Secretary (Tourism)	Member.
13.	Secretary (Information Technology)	Member.
14.	Secretary (Transport)	Member.
15.	Director (Tourism)	Member.
16.	Principal Chief Engineer (Public Works Department)	Member.
17.	Chief Engineer (Electricity Department)	Member.
18.	SIO (National Informatics Centre)	Member.
19.	Director of Sports & Youth Affairs	Member.
20.	Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NGOC	Member.
21.	Director (Transport)	Member.
22.	Additional Secretary (Personnel)	Member.

1	2	3
23.	Additional Secretary (Finance Expenditure)	Member.
24.	Additional Secretary (Protocol)	Member.
25.	MD (Goa Tourism Development Corporation Ltd.)	Member.
26.	Director (Health)	Member.
27.	Director (Information Technology)	Member.
28.	CEO, Entertainment Society of Goa	Member.
29.	Dean (Goa Medical College)	Member.
30.	Chief Engineer (Sports Authority of Goa)	Member.
31.	Secretary General (Goa Olympic Association)	Member.
32.	Representative of Indian Olympic Association	Member.

This order supersedes all earlier orders.

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

Rohit Kadam, Director (Sports & Youth Affairs) &
Jt. Secretary (ex officio).

Panaji, 24th April, 2023.

Order

No. 66/36th NG/ADM/DSYA/2018/269

The Government of Goa is hereby pleased to reconstitute the Empowered Steering Committee for the 37th National Games to be held in Goa to review all the administrative and financial works, as well as grant sanction for the appointment of the required manpower for National Games Secretariat. The Empowered Steering Committee will work under the guidance of the Organizing Committee. The Committee shall have the powers to approve and grant the expenditure/financial proposal/ /sanction, upto Rs. 3 Crores. These proposals shall be approved subject to the concurrence of the Finance FA and Finance Department/Hon'ble Chief Minister. The Committee will meet on regular basis. The composition of the Empowered Steering Committee shall be as follows:

Sr. No.	Name	Committee Designation
1	2	3
1.	Hon'ble Chief Minister	Chairman.
2.	Hon'ble Sports Minister	Vice-Chairman.
3.	Chief Secretary	Member.
4.	Secretary (Finance)	Member.
5.	Secretary (Sports) & Chief Executive Officer, NGOC	Member.
6.	Director of Sports & Youth Affairs	Member.
7.	Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NGOC	Member Secretary.
8.	Additional Secretary (Personnel)	Member.
9.	Additional Secretary (Finance-Expenditure)	Member.
10.	Chief Engineer (Sports Authority of Goa)	Member.
11.	Secretary General (Goa Olympic Association)	Member.

This is issues with the concurrence of the Finance Department vide FMS No. 1400091334 dated 09-03-2023.

This order supersedes all earlier orders.

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

Rohit Kadam, Director (Sports & Youth Affairs) &
Jt. Secretary (ex officio).

Panaji, 24th April, 2023.

Order

No. 66/36th NG/ADM/DSYA/2018/270

The Government of Goa is hereby pleased to reconstitute Executive Management Committee for the 37th National Games Goa, to monitor the overall works of the Games Secretariat. The Executive Management Committee will meet on regular basis and review the progress of the projects. The composition of the Executive Management Committee shall be as follows:

Sr. No.	Name	Designation
1	2	3
1.	Chief Secretary	Chairman.
2.	Secretary (Finance)	Member.
3.	Secretary (Sports) & Chief Executive Officer, NGOC	Member.

1	2	3
4.	Director of Sports & Youth Affairs	Member.
5.	Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NCOG	Member Secretary.

The above Committee shall come into force with immediate effect.

This order supersedes all earlier orders.

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

Rohit Kadam, Director (Sports & Youth Affairs) & ex officio Joint Secretary.

Panaji, 24th April, 2023.

◆◆◆
Department of Tourism

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Order

No. 1/2(44)/2023/DT/Part-I/434

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa

Public Service Commission vide their letter No. COM/II/11/48(1)/2022/26 dated 13-04-2023, Shri Jayesh Kankonkar, Assistant Tourist Officer is hereby promoted to the post of Assistant Director of Tourism (Group 'B' Gazetted) in the Pay Band of Rs. 9300-34800+Grade Pay Rs. 4600/- (Level-7 of the Pay Matrix), plus usual allowances as admissible under the Rules, on regular basis with immediate effect.

The above promotion is made against vacancy occurred due to superannuation of Shri Gajanan Mahale, Assistant Director of Tourism w.e.f. 1-12-2021.

Shri Jayesh Kankonkar shall be on probation for a period of two years as per the Office Memorandum No. 12/14/89-PER(Part) dated 12-8-2014.

His pay and allowances shall be debited to the Budget Head under Demand No. 78 3452—Tourism, 01—Tourist Infrastructure, 001—Direction & Administration, 01—Directorate of Tourism, 01—Salaries.

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

Suneel Anchipaka, IAS Director (Tourism) & ex officio Addl. Secretary.

Panaji, 2nd May, 2023.

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Department of Urban Development
(Municipal Administration)

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Order

No. 11/11/2022-2-DMA(MISC)/221

With reference to "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 (MS Act, 2013)", Ministry of Social Justice & Empowerment (MoSJE) and Ministry of Housing and Urban Affairs (MoHUA) has jointly formulated a scheme "National Action for Mechanized Sanitation Ecosystem" (NAMASTE) in 2022, and mandated the appointment of Responsible Sanitation Authority (RSA) in every District and setting up of Sanitation Response Unit (SRU) in all the Urban Local Bodies (ULBs).

MoHUA has integrated Safaimitra Suraksha as an important parameter under Swachh Survekshan 2023 toolkit and mandated the requirement of establishment and operationalization of RSA in every district and SRU in all ULBs.

As per the requirements of NAMASTE Scheme and Swachh Bharat Mission (Urban), the Additional Collector-II, South Goa is designated as the "Responsible Sanitation Authority" for assisting South Goa Municipal Councils i.e. Mormugao, Margao, Canacona, Cuncolim, Quepem, Cacora-Curchorem and Sanguem in successfully implementing the aforementioned protocols.

The composition of the ERSU (Emergency Response Sanitation Unit) under Responsible Sanitation Authority (RSA) is mentioned as under and the Officer/staff will perform the duty in addition to their current duty with immediate effect:-

Sr. No.	Officer/Staff	Designation	Nature of Appointment
1	2	3	4
1.	Officer-in-charge of ERSU	Municipal Commissioner/Chief Officer	Additional Role.
2.	Duty/Entry Supervisor	PWD Junior Engineer	Additional Role.
3.	Administrative Supervisor/ /Nodal Officer	Junior Engineer, Municipal Council	Additional Role.
4.	Call Centre Attendant	Helpline Operator, Municipal Council on 24x7 basis	Full Time Duty.
5.	Sewer Entry Professionals (Sewer Commandos)	Staff available with PWD and additional staff available with ULB	Full Time/Additional Role.

The following table shows role and responsibility of Emergency Sanitation Response Unit (ESRU).

1. To take care of emergency situations of blockages of sewers & septic tanks and thereby preventing manual hazardous cleaning.
2. Establishing 'Incidence Management System' (IMS) for addressing the service and complaint requests received from the citizens on the Helpline number-14420, through an online tracking system.
3. To ensure the closing of the complaints/tickets registered on the Web and Mobile Application for 'Incidence Management System' (IMS).
4. Monthly progress report to be updated by 5th day of the month on SBM portal by Administrative Supervisor.
5. To co-ordinate with the Assessment Agency (Third Party) from the Ministry during evaluation process & for submission of requisite documents.

Gurudas P. Pilarnekar, Director (Urban Development).

Panaji, 25th April, 2023.

Notification

No. 11/11/2022-2-DMA(MISC)/222

Whereas, with reference to the Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 (MS Act, 2013), Ministry of Social Justice & Empowerment (MoSJE) and Ministry of Housing and Urban Affairs (MoHUA) has jointly formulated a scheme "National Action for Mechanized Sanitation Ecosystem" (NAMASTE) in 2022.

Whereas, one of the objectives of the NAMASTE is the appointment of Responsible Sanitation Authority (RSA) in every District and setting up of Sanitation Response Unit (SRU) in all the Urban Local Bodies (ULBs).

Whereas, Swachh Survekshan and Swachh Certification protocol launches under Swachh Bharat Mission Urban 2.0 the mandates the requirement of establishment and operationalization of RSA in every district and SRU in all ULBs.

Now therefore, in light of the above, the Additional Collector-II, South Goa is hereby designated as the "Responsible Sanitation Authority" (RSA) for assisting all seven Municipal Councils in South Goa

district (i.e. Mormugao, Margao, Cuncolim, Quepem, Curchorem-Cacora, Sanguem and Canacona) in successfully implementing the NAMASTE scheme and Swachh Bharat Mission (Urban) requirements.

The Responsible Sanitary Authority will be the overall authority for ensuring the implementation of NAMASTE and Swachh Bharat Mission (Urban) Guidelines and ensure the proper functioning of the SRUs established at ULB level in their jurisdiction. The key responsibilities of RSA includes the following:

1. Overall supervision of the Emergency Sanitation Response Unit (ESRU) at the ULB level.
2. Timely review of the progress made by the Emergency Sanitation Response Unit (ESRU) at the ULB level.
3. Oversee maintenance of safety equipment (personal and institutional) for use by trained personnel and Safai mitras as part of the Emergency Sanitation Response Unit.
4. Arrange to provide periodic upgradation, and necessary equipment, vehicles and other logistics and proper functioning of ERSU.

5. Arrange for adequate training to employees involved and sewer and septic tank maintenance.

In addition to the above, RSA shall also be responsible for all other functions as given under guidelines of NAMASTE and MoHUA Advisory on Emergency Sanitation Response Unit from time to time.

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

Gurudas P. Pilarnekar, Director (Urban Development).

Panaji, 25th April, 2023.

Addendum

No. 11/11/2022-2-DMA(MISC)/220

In partial modification of the Notification No. 11/11/2022-2-DMA(MISC)Part-I/4930 dated 25-01-2021, the Additional Collector-II, North Goa is designated as the "Responsible Sanitation Authority" for assisting Corporation of City of Panaji in successfully implementing the national competition "Safaimitra Suraksha Challenge".

Whereas, Swachh Survekshan, RSA shall be notified for all the other six Municipal Councils in the North Goa District.

Therefore, the Additional Collector-II, North Goa is hereby designated as "Responsible Sanitation Authority" for six Municipal Councils in North District i.e. Pernem, Mapusa, Bicholim, Sanquelim, Valpoi and Ponda. The RSA shall assist all the seven Municipal Councils "including Panaji Municipal Corporation for the successful implementation of the NAMASTE scheme and Swachh Bharat Mission (Urban).

The responsible Sanitary Authority will be the overall authority for ensuring the implementation of NAMASTE and Swachh Bharat Mission (Urban) guidelines and ensure the proper functioning of the SRUs established at ULB level in their jurisdiction.

The key responsibilities of RSA includes the following.

1. Overall supervision of the Emergency Sanitation Response Unit (ESRU) at the ULB level.
2. Timely review of the progress made by the Emergency Sanitation Response Unit (ESRU) at the ULB level.
3. Oversee maintenance of safety equipment (personal and institutional) for use by trained personnel and Safai mitras as part of the Emergency Sanitation Response Unit.
4. Arrange to provide periodic upgradation, and necessary equipment, vehicles and other logistics and proper functioning of ERSU.
5. Arrange for adequate training to employees involved and sewer and septic tank maintenance.

The following table shows role and responsibility of Emergency Sanitation Response Unit (ESRU).

1. To take care of emergency situations of blockages of sewers & septic tanks and thereby preventing manual hazardous cleaning.
2. Establishing 'Incidence Management System' (IMS) for addressing the service and complaint requests received from the citizens on the Helpline number-14420, through an online tracking system.
3. To ensure the closing of the complaints/tickets registered on the Web and Mobile Application for 'Incidence Management System' (IMS).
4. Monthly progress report to be updated by 5th day of the month on SBM portal by Administrative Supervisor.
5. To co-ordinate with the Assessment Agency (Third Party) from the Ministry during evaluation process & for submission of requisite documents.

Gurudas P. Pilarnekar, Director (Urban Development).

Panaji, 25th April, 2023.

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