

Panaji, 30th April, 2015 (Vaisakha 10, 1937)

SERIES II No. 5

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 4 dated 23-04-2015 namely, Extraordinary dated 24-04-2015, from pages 121 to 122 regarding Notification from Department of Finance.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shantadurga Lalbag Self Help Group Co-op. Society Ltd., Sankhali, Bicholim, Sankhali-Goa, has been registered under code symbol No. GEN-(c)-484/SHG/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Certificate of Registration

Shantadurga Lalbag Self Help Group Co-op. Society Ltd., Sankhali, Bicholim, Sankhali-Goa, has been registered on 11-03-2015 and it bears registration code symbol No. GEN-(c)-484/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12(c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Shree Vigneshwar Mahila Self Help Group

Co-op. Society Ltd., Gadekar Bhatle, Pernem-Goa, has been registered under code symbol No. GEN-(c)-485/SHG/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Certificate of Registration

Shree Vigneshwar Mahila Self Help Group Co-op. Society Ltd., Gadekar Bhatle, Pernem-Goa, has been registered on 11-03-2015 and it bears registration code symbol No. GEN-(c)-485/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12(c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Vaibhavi Sakral Self Help Group Co-op. Society Ltd., Sakral wada, Torse, Pernem-Goa has been registered under code symbol No. GEN-(c)-486/SHG/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Certificate of Registration

The Vaibhavi Sakral Self Help Group Co-op. Society Ltd., Sakral wada, Torse, Pernem-Goa has been registered on 11-03-2015 and it bears registration code symbol No. GEN-(c)-486/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other

Society” under sub-rule 12(c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Bhumik Sakral Self Help Group Co-op. Society Ltd., Sakral wada, Torse, Pernem-Goa has been registered under code symbol No. GEN-(c)-487/SHG/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Certificate of Registration

Bhumik Sakral Self Help Group Co-op. Society Ltd., Sakral wada, Torse, Pernem-Goa has been registered on 11-03-2015 and it bears registration code symbol No. GEN-(c)-487/SHG/NZ/Goa. It is classified as “General Society” in terms of Rule 8(1)(12) and sub-classified as “Other Society” under sub-rule 12(c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, White Square Green’s Co-op. Housing Maintenance Society Ltd., Siolim, Bardez-Goa has been registered under code symbol No. GEN-72/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th March, 2015.

Certificate of Registration

The White Square Green’s Co-op. Housing Maintenance Society Ltd., Siolim, Bardez-Goa has been registered on 17-03-2015 and it bears registration code symbol No. GEN-72/NZ/Goa. It is classified as “Housing Maintenance Society”

in terms of Rule 8(1)(7) and sub-classified as “Co-operative Housing Maintenance Society” under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Windmist Co-op. Housing Maintenance Society Ltd., Naikwado, Calangute, Bardez-Goa, has been registered under code symbol No. GEN-73/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th March, 2015.

Certificate of Registration

Windmist Co-op. Housing Maintenance Society Ltd., Naikwado, Calangute, Bardez-Goa, has been registered on 30-03-2015 and it bears registration code symbol No. GEN-73/NZ/Goa. It is classified as “Housing Maintenance Society” in terms of Rule 8(1)(7) and sub-classified as “Co-operative Housing Maintenance Society” under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Om Sai Samarth Self Help Group Co-op. Society Ltd., Sankhali-Goa has been registered under code symbol No. GEN-(c)-488/SHG/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th March, 2015.

Certificate of Registration

The Om Sai Samarth Self Help Group Co-op. Society Ltd., Sankhali-Goa has been registered on 30-03-2015 and it bears registration code symbol

No. GEN-(c)-488/SHG/NZ/Goa. It is classified as “General Society” in terms of Rule 8(1)(12) and sub-classified as “Other Society” under sub-rule 12(c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 30th March, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Karapurkar Splendour Co-op. Housing Society Ltd., Varsha Colony, Socorro, Bardez-Goa, has been registered under code symbol No. HSG-(b)-351/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 31st March, 2015.

Certificate of Registration

Karapurkar Splendour Co-op. Housing Society Ltd., Varsha Colony, Socorro, Bardez-Goa, has been registered on 31-03-2015 and it bears registration code symbol No. HSG-(b)-351/NZ/Goa. It is classified as “Housing Society” in terms of Rule 8(1)(7) and sub-classified as “Co-partnership Housing Society” under sub-rule 7(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 31st March, 2015.

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Department of General Administration

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Corrigendum

No. 2/1/2014-GAD-H

Read: Government Notification No. 2/1/2014-GAD-H dated 11-09-2014.

ANNEXURE-IV

List of Commercial & Industrial Holidays for the Year 2015

At Sr. No. 6 of Annexure-IV of the Notification No. 2/1/2014-GAD-H dated 11-09-2014 read above, the following line is substituted to read as under:-

Sr. No.	Holidays	Date	Saka	Days of the week
1	2	3	4	5
6.	Gandhi Jayanti	October, 02	Asvina, 10	Friday

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

Varsha S. Naik, Under Secretary (GA-I).

Porvorim, 16th April, 2015.

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Department of Industries

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Proclamation

No. 11/22/2014-IND

Read: 1) Government Notification No. 11/22/2014-IND(1) dated 18-02-2015, published in the Official Gazette, Series II No. 47 dated 19-02-2015.

2) Government Notification No. 11/22/2014-IND(2) dated 18-02-2015, published in the Official Gazette, Series II No. 47 dated 19-02-2015.

Whereas the Government of Goa, vide Notification No. 11/22/2014-IND(1) dated 18-02-2015, published in the Official Gazette Series II No. 47 dated 19-02-2015, has declared an area specified in the Schedule hereto to be an industrial area (hereinafter referred to as the “said industrial area”);

And whereas, the Government of Goa vide Notification No. 11/22/2014-IND(2) dated 18-02-2015, published in the Official Gazette, Series II No. 47 dated 19-02-2015, has earmarked the said industrial area as an industrial estate;

And whereas, the Government of Goa proposes to declare the said industrial area as specified in the Schedule hereto, which is earmarked as an industrial estate, to be notified area and to declare that the provisions of any law relating to local authority providing for control or erection of buildings, levy and collection of taxes, fees and other dues to the local authority which is in force in the said industrial area shall cease to apply thereof and that the Municipalities and the Village Panchayats which were receiving house tax from the occupants of the said industrial area under their respective laws, shall be compensated by the Government to the extent of the last financial year’s collection of taxes for a period of five years in terms of clauses (a) and (c) respectively of sub-section (1) of Section 37A of the Goa Industrial Development Act, 1965 (Act 22 of 1965) (hereinafter called the “said Act”);

And whereas, the Government of Goa proposes to appoint the Goa Industrial Development Corporation (hereinafter called the “said Corporation”) for the purpose of the assessment and recovery of any taxes as per the provisions of law as in force, and to authorize the said Corporation to exercise all the powers, such as control or erection of buildings, levy and collection of taxes, fees and other dues in respect of local authority which is in force in the said industrial area and it is also proposed that the house tax, other taxes, fees and all other types of dues so collected by the said Corporation in respect of the said industrial area shall be deposited with the Government of Goa immediately by the said Corporation after such collection under the following Budget Head, namely:-

- “0851 — Village and Small Industries;
101 — Industrial Estates;
02 — Collection of house tax from the occupants of the Industrial Estates.”

in terms of clauses (b) and (d) of sub-section (1) of Section 37A of the said Act (hereinafter collectively referred to as the “said proposals”).

Now, therefore, in pursuance of sub-section (2) of Section 37A of the said Act, the Government of Goa hereby invites all persons who entertain any objections to the said proposals to submit the same in writing with reasons therefore, to the Director of Industries, Trade and Commerce, Panaji, within two months from the date of publication of this Proclamation in the Official Gazette.

SCHEDULE

Taluka	Village	Survey No.	Sub-Division No.	Area in sq. mts.
Quepem	Cacora	164	8 part	110
		165	1 part	1,180
		168	2	6,175
		169	0	10,300
			Total	

Boundaries:

North : S. Nos. 167, 168/1, Nalla, Road, 164/8, 165/1.

South : S. Nos. 167, 168/1, 164/8, 165/1, 170/1.

East : S. Nos. 167, 165/1, 2, Nalla.

West : S. Nos. 167, 165/1, 168/1, Nalla.

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

Shashank V. Thakur, Under Secretary (Industries).
Porvorim, 23rd April, 2015.

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Department of Labour

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Notification

No. 28/1/2015-Lab/404

The following award passed by the Labour Court-II at Panaji-Goa on 20-01-2015 in reference No. LC-II/IT/02/13 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 31st March, 2015.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

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

Case No. LC-II/IT/02/13

Shri Jose Manuel Vaz,
H. No. 166,
Behind Suvidha Complex,
Near Tilak Maidan,
Vasco-da-Gama, Goa ... Workman/Party-I
V/s
M/s. Constant Security Services,
C/o Adv. Gunvant Singh Juneja,
'A' Wing, Susheela Bldg.,
18th June Road, Panaji-Goa ... Employer/Party-II
Workman/Party-I is represented by Adv. Shri C. Fernandes.
Employer/Party-II is represented by Adv. Shri P. J. Kamat.
Panaji, dated: 20-01-2015.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 29-01-2013, bearing No. 28/44/2012-Lab/51 referred the following dispute for adjudication to the Industrial Tribunal of Goa, at Panaji, Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji, Goa in turn assigned the present reference for its adjudication to this Labour Court-II.

“(1) Whether the action of the Management of M/s. Constant Security Services, Porvorim, Bardez, Goa in terminating the services of it's workman, Shri Jose Manuel Vaz, Watchman/Security Guard, with effect from 21-01-2010, 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/02/13 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 09-05-2013 at Exhibit 5. The facts of the case in brief as pleaded by the Workman are that the Employer/Party-II (for short "Employer") is involved in the commercial activities. He stated that the Employer recruits workmen in the form of watchman/security and renders services of watch/security to different organizations, companies, government, semi-government and private institutions etc. and charge fee for the services provided to them.

3. The Workman stated that he was appointed by the Employer for the post of 'Watchman'/'Security' w.e.f. 30-04-2008 with a pay scale of Rs. 2990/- per month. He stated that he performed the duties as watch and ward especially for the commercial institutions and also to look after the car depots, shops, commercial buildings etc. of the Employer's client. He stated that the Employer availed his services as Security/Watchman and was posted at different locations at Panaji, Vasco, Verna etc. from 30-04-2008 till the date of refusal/termination of his services.

4. He stated that the Employer alleged that from 19-12-2009 his services have been terminated. He stated that the Employer fraudulently misused his signature taken on the blank paper to adjust the salary paid for the month. He stated that it was the normal practice of the Employer which he used to do at the time of releasing of salary/payment. He

stated that he had applied for leave w.e.f. 20-11-2009 to 20-01-2010. He stated that his aforesaid leave application dated 16-11-2009 was duly acknowledged by the staff of the Employer namely Mr. Julio on 17-11-2009. He stated that when he went to report for his duties on 21-01-2010, after availing the leave as aforesaid at the office of the Employer at 9:00 hours, the staff of the Employer namely, Mr. Julio orally informed him that his service as 'Security'/'Watchman' was terminated on the said day. He stated that the Employer fraudulently misused his signature obtained on the blank paper by writing his services were terminated, when he applied for leave. He stated that no notice has been issued to him to terminate his services especially when he was on earned leave from 20-11-2009 to 20-01-2010.

5. He submitted that he made a representation to the Employer to continue his service since the termination was bad and illegal. He stated that the Employer has however, decided to terminate his services unilaterally and capriciously. He submitted that he came to know about the misuse of his signature only when the conciliation was in progress. He therefore lodged a complaint before the Mapusa Police Station against the Employer vide his complaint dated 16-06-2010.

6. He submitted that the Employer is still recruiting the personnel to be deputed as Watchman/Security to his different clients. He submitted that the Employer also made further opening of another sister concern to employ the personnel. He submitted that till date he is unemployed and seriously look for steps to get employed, but employment avenues are dim and no opportunity has been available to get him employed. He submitted that he had to obtain loan for his survival from his friends and relation. He had raised a dispute before the Asstt. Labour Commissioner, Mapusa, vide his letter dated 26-08-2008. He stated that the matter was amicably settled before the Asstt. Labour Commissioner, Mapusa and the terms of settlement were drawn by reinstating him in service.

7. He contended that the termination of his services is illegal and without any justification. He submitted that the Employer failed to pay the termination compensation and also to give one month's notice as required under the law. He submitted that the Employer also failed to give reasons for the illegal termination of his services. He submitted that the termination of his services are arbitrary and in violation of principles of natural justice. He submitted that being aggrieved with the termination of his services, he raised a dispute before the Asstt. Labour Commissioner, Mapusa,

vide his letter dated 12-04-2010 which ended in failure. He submitted that at the time of refusal/termination of his services, neither he was paid any retrenchment compensation as provided under section 25-F of the I.D. Act, 1947, nor paid leave wages which was due to him. He submitted that the sudden refusal/termination of his services is bad-in-law, malafide and vindictive. He submitted that the sudden refusal/termination of his services is in violation of Section 25-H of the I.D. Act, 1947. The Workman therefore prayed that he may be reinstated in services with full back wages and continuity in service.

8. The Employer resisted the claim of the Workman by filing his written statement on 19-06-2013 at Exb.7. The Employer, by way of preliminary objection submitted that this court has no jurisdiction to adjudicate the present matter as the reference is specifically made to the Industrial Tribunal of Goa constituted under section 7-A of the said Act. The Employer submitted that its establishment has been closed w.e.f. 31-03-2010. The Employer stated that his second last contract was in Panaji, which was terminated in December, 2009. The Employer submitted that its last contract was in Mapusa, which came to an end on 31-03-2010. The Employer submitted that when the last three watchman employed by them at Mapusa had resigned and joined the other security agency after they came to know that its contract with the client is expired on 31-03-2010.

9. The Employer stated that it was proprietorship concern of Mr. Ronald Pinto as his sole proprietor. The Employer stated that he has closed his establishment on 31-03-2010 and surrendered the said premises to the owners on 01-04-2010. He stated that his main object was to provide security personnel on contractual basis to the industrial units and various other establishments in Goa. The Employer stated that he was also providing intelligence services i.e. investigations in the matters of various natures to the industrial establishments.

10. The Employer stated that he had lost all his contracts by 31-03-2010 and was forced to close the establishment as from 31-03-2010. The Employer stated that in the month of July 2009, he had being offered contract to supply watchman to a shop at Panaji during the night hours between 10:00 p.m. to 6:00 a.m. The Employer stated that since he could not withdraw the regular security personnel deployed in Mapusa, he utilized the services of the workman specifically to provide security services to the said shop in Panaji w.e.f. 10-08-2009. The Employer stated that in the month of November, 2009, his client i.e. the shop owner in Panaji

informed him that he does not require the security services w.e.f. December, 2009. The Employer stated that he accordingly issued a notice dated 19-11-2009 to the Workman informing him that his services are not required w.e.f. 19-12-2009.

11. The Employer stated that the Workman gave an application dated 16-11-2009 for leave on 17-11-2009 in his office requesting for earned leave w.e.f. 20-11-2009 to 20-01-2010 and without getting the same sanctioned by him, remained absent from 20-11-2009. The Employer stated that the Workman was employed w.e.f. 30-04-2008 and was not entitled for earned leave as during the period from 30-04-2008 to 16-11-2009, the Workman had hardly worked for four months. The Employer submitted that he was governed by GDD Shops and Establishments Act, 1973 and Rules, 1975 thereunder. He submitted that Section 23 of the Shops Act provides that an employee is entitled for earned leave in the following year of the appointment of an employee, if an employee has worked for 240 days or more in a year. The Employer stated that the Workman had not worked for 240 days or more in the year 2008 or 2009 for entitlement of earned leave. The Employer therefore submitted that even though the Workman had made an application for earned leave, the same was not available to him as he had not earned the said leave in the year 2008 and 2009.

12. The Employer stated that the Workman was issued notice of termination dated 19-11-2009 with one month's notice. The Employer stated that Party I was also informed vide the said notice that his services were not required with effect from 19-12-2009. The Employer stated that the said notice dated 19-11-2009 was served on the Workman on the same day and upon receipt of the said notice, the Workman did not attend the work from 20-11-2009. The Employer stated that the Workman thereafter did not attend the work during the notice period and came back on 21-01-2010, on which day he was informed that his services were terminated w.e.f. 19-12-2009 as per notice of termination dated 19-11-2009.

13. The Employer stated that upon receipt of his reply dated 03-06-2010 filed before the ALC, Mapusa, the Workman filed a complaint to the Police In-charge/PI., Mapusa Police Station, Mapusa by fabricating a story that on 19-11-2009 when his salary was released for the month of October, 2009, Mr. Julio one of his staff member, had obtained his signature on the blank paper to complete the formalities of the salary paid to him and that the said procedure was followed in the past also when the salary was paid to him. The Employer stated that the Workman further complained that he had misused blank signed paper for acknowledging the

termination letter. The Employer stated that if he had obtained the signature of the Workman on the blank paper on 19-11-2009, he could have used the said blank paper as a resignation letter from him and relieved him from the services. The Employer submitted that the contentions of the Workman in his complaint dated 16-06-2010 were afterthought. The Employer stated that the termination of services of the Workman was on account of the closure of the second last unit on 20-12-2009, where he was deployed. The Employer submitted that the Workman had not put in 240 days of work during the period from April, 2008 to the date of his termination and as such the question of following the provisions of the said Act does not arise. The Employer submitted that the termination of services of the Party I is legal and justified and the Party I is not entitled to any relief. The Employer therefore prayed for rejection of the present reference with costs.

14. Thereafter, the Workman, filed his rejoinder on 04-07-2013 at Exb.8. The Workman, by way of Rejoinder confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denied all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his statement and averments made in his Claim Statement. The Workman stated that just because the Employer closed the premises from where he was operating, does not mean that he has closed his business. The Workman submitted that the rented premises can be shifted to any other place. The Workman stated that the Employer is still in operation and supply the personnel to different units. The Workman stated that the Employer has made false statement in order to deprive him from his legitimate claim.

15. Based on the pleadings filed by the respective parties, this court framed the following issues on 10-07-2013 at Exb. 9.

1. Whether the Employer/Party II proves that this Labour Court has no jurisdiction to adjudicate the present reference?
2. Whether the Workman/Party I proves that the action of the management of the Employer in terminating his services w.e.f. 21-01-2010 is illegal and unjustified?
3. Whether the Employer/Party II proves that it has terminated the services of the Workman/Party I on account of its closure?
4. Whether the Workman/Party I is entitled for any relief?

5. What Order? What Award?

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

- I. Issue No. 1 In the negative.
- II. Issue No. 2 In the negative.
- III. Issue No. 3 In the affirmative.
- IV. Issue No. 4 In the negative.
- V. Issue No. 5 As per final order.

REASONS

17. *Issue No. 1:* I have heard the oral arguments of Ld. Advocates appearing for the respective parties.

I have carefully perused the records of the present case. I have also carefully considered the various submissions made by the Id. Advocates appearing for the respective parties.

18. Admittedly, the present Order of Reference issued by the Government of Goa pertaining to the legality and justifiability of the action of the Employer in terminating the services of its Workman with effect from 21-01-2010 to the Industrial Tribunal of Goa, constituted under Sec. 7-A of the said Act. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji, Goa, in turn assigned the present reference for its adjudication to this Labour Court-II.

19. Admittedly, Sec. 33-B of the I. D. Act, 1947 empowered the appropriate Government to withdraw any proceedings pending before a Labour Court, Tribunal or National Tribunal and transfer the same to another Labour Court, Tribunal or National Tribunal, as the case may be for the disposal of the proceeding and the Labour Court, Tribunal or National Tribunal to which the proceeding is so transferred, may, subject to special directions in the Order of Transfer, proceed, either de novo or from the stage at which it was so transferred. However, this does not mean that the Presiding Officer, Industrial Tribunal-cum-Labour Court being the principal Court does not have any powers to assign any proceeding before it and transferred to any other Labour Court or Industrial Tribunal as the case may be. However, the transferee Court has no power or jurisdiction to re-transfer the said reference or case to the Court who transferred the said proceeding.

20. In the case of **S. G. Pharmaceuticals v/s B. D. Padamwar & Anr.** reported in **CDJ 1984 BSC 065** the Hon'ble High Court of Bombay has ruled that "*it is true that only appropriate Government has power u/s 33-B to withdraw proceedings pending before Labour Court, Tribunal or National*

Tribunal and transfer them to another Labour Court, tribunal or National Tribunal and that there is no other specific provision about transfer either in the I. D. Act or the Rules framed thereunder; but I fail to see how ancillary administrative power of assignment of work from time to time is thereby affected and the hearing of matter by a Presiding Officer holding charge that matter is illegal rendering the order null and void. The present case obviously is not of a withdrawal or transfer as contemplated u/s 33-B. Any of the four Labour Courts could exercise jurisdiction over this matter in the absence area wise or work wise division. But the matter could not be tried simultaneously by all courts and hence its assignment to some specific Court was necessary. Exactly this was done by the first Labour Court before whom the matter was presented in usual course. In assigning this matter to the third Court. It is not disputed before me that the original assignment was valid. What is contended is that the power of assignment gets exhausted on first exercise and hence there is no further power to reassignment or transfer. It is also not disputed that there is no statutory bar against such a course being adopted. Now in every Court performing judicial functions certain ancillary powers are always implied for it is difficult to provide statutorily for every minute details of procedure and administrative exigencies, as in their absence the very functioning will be chaotic, if not impossible. Principle of interpretation is well established that Courts are always endowed with all the ancillary powers which are necessary to discharge their functions effectively. If for administrative reasons powers to transfer initially existed it is difficult to see why for the same administrative reasons there can be no power of retransfer”.

21. In the case in hand, admittedly the present reference was referred to the Industrial Tribunal of Goa constituted u/s 7-A of the I. D. Act, 1947, vide order dated 29-01-2013. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji, Goa, being the principal Court assigns the present reference to this Labour Court-II for its adjudication and as such this court has jurisdiction to adjudicate the present reference. In view of the above, I do not find any merits in the submission of Ld. Adv. Shri P. J. Kamat appearing for the Employer that this Hon'ble Court has no jurisdiction to adjudicate the present matter as the reference is specifically made to the Industrial Tribunal of Goa constituted under Section 7-A of the said Act. The issue No.1 is therefore answered in the negative.

22. *Issues No. 2 and 3:* I have heard the oral arguments of Ld. Advocates appearing for the respective parties.

Ld. Adv. Shri M. Fernandes, representing the Workman, during the course of his oral arguments submitted that the Workman was in the employment of the Employer w.e.f. 30-04-2008 till his date of termination of services w.e.f. 21-01-2010. He submitted that Workman had applied for leave w.e.f. 20-11-2009 to 20-01-2010 vide his application dated 16-11-2009. He submitted that the said leave was granted to the Workman by the Employer. He submitted that during the course of his aforesaid leave, the Employer terminated his services w.e.f. 21-01-2010 unilaterally, without giving him any notice to that effect. He submitted that Employer misused his signature taken on the blank paper at the time of effecting the salary for the month of October, 2009 allegedly for completing the necessary formalities. He submitted that the Employer misused his signature on the blank paper and converted the said signature as an acknowledgment of the alleged notice of termination dated 19-11-2009. He submitted that at the time of termination of his service, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was paid to him. He submitted that the Employer also failed to give any reasons for the termination of his service. He submitted that the Employer is still in operation and recruiting watchman/security personnel even after termination of his services. He therefore submitted that the termination of his services is in violation of the mandatory provisions of Section 25-F and also 25-G of the I.D. Act, 1947.

23. On the contrary, Ld. Adv. Shri P. J. Kamat, representing the Employer, during the course of his oral arguments submitted that at the outset, the present order of reference pertains to the legality and justifiability of the action of the management of the Employer in terminating the services of its Workman w.e.f. 21-01-2010. He submitted that the Workman also filed his pleadings (i.e. claim statement as well as rejoinder) in support of his case. He submitted that the Workman, however chose to examine his wife Mrs. Cecilia Vaz as his power of attorney holder to prove his case. He submitted that the power of attorney cannot depose on behalf of the Principal as she has no personal knowledge of the facts in question. In support of his oral contention, he relied upon a judgment of Hon'ble Supreme Court of India in the case of **Janki Vashdeo Bhojwani and Anr. v/s. Indusind Bank Ltd. and Ors., reported in AIR 2005 SC 439.**

24. Without prejudice to the above, he submitted that the Employer is a Sole Proprietorship of Shri Ronald Pinto. He submitted that the Employer was forced to close his establishment from 31-03-2010 as he lost all his contracts by 31-03-2010. He submitted that the services of the Workman was terminated on account of his closure w.e.f. 31-03-2010 by giving him notice of termination one month in advance i.e. on 19-11-2009. He submitted that as the Workman had hardly put in four months of completed service, neither he was entitled for any retrenchment compensation nor earned leave. He submitted that Section 23 of the Shops Act provide that an employee is entitled for earned leave in the following year of the appointment of an employee if an employee has worked for 240 days or more in the year. He submitted that since the Workman has not worked for 240 days in the preceding 12 months from the date of his termination of service, he is not entitled for retrenchment compensation or earned leave etc. He therefore submitted that the question of following Section 25-F of the I.D. Act does not arise. He therefore submitted that the termination of services of the Workman w.e.f. 21-01-2010 is on account of closure of the Employer's establishment and it is just, legal and proper.

I have carefully perused the records of the present case. I have also carefully considered the various submissions made by the Id. Advocates appearing for the respective parties.

25. Undisputedly, the Employer's establishment was a sole proprietorship concern of Mr. Ronald Pinto. The Employer was involved in the business of providing security personnel to the industrial units and various other establishments in Goa. The Workman was appointed by the Employer as a 'security personnel' in his establishment w.e.f. 30-04-2008 in the consolidated scale of pay of Rs. 2990/-, vide letter of appointment dated nil. The Employer terminated the services of the Workman w.e.f. 21-01-2010. The Workman challenged his termination of service w.e.f. 21-01-2010 in the present reference by contending to be illegal and unjustified. Therefore, the burden lies upon the Workman to prove his case by cogent and reliable evidence.

26. In the case of **Janki Vashdeo Bhojwani and Anr. v/s Indusind Bank Ltd. and Ors., reported in AIR 2005 SC 409**, the Hon'ble Supreme Court has held as under:

"13. Order III. Rules 1 and 2, CPC, empowers the holder of power of attorney to "act" on behalf of the principal. In our view the word "acts"

employed in Order III. Rules 1 and 2, CPC, confines only in respect of "acts" done by the power of attorney holder in exercise of power granted by the instrument. The term "Acts" would not include depositing in place and instead of the principal. In other words, if the power of attorney holder has rendered some "acts" in pursuance to power of attorney, he may depose for the principal in respect of such acts, but he cannot depose for the principal for the acts done by the principal and not by him. Similarly, he cannot depose for the principal in respect of the matter which only the principal can have a personal knowledge and in respect of which the principal is entitled to be cross-examined".

The principle laid down by the Hon'ble Apex Court is well established and binds a precedent upon me.

27. Applying the law laid down by the Hon'ble Apex Court in its aforesaid case, in the case in hand, the Workman has signed his pleadings (i.e. his claim statement as well as rejoinder) filed in the present proceedings. The Workman, in his pleadings filed in the present proceedings pleaded certain facts which he has executed and which are of his personal knowledge. Therefore, in order to prove the said facts, the Workman was required to step into the witness box and depose about the said facts himself and not through his power of attorney holder. The Workman has however, chose to examine his wife and power of attorney holder Mrs. Cecilia Vaz. The said Mrs. Cecelia Vaz in her affidavit in evidence deposed that the contents of the said affidavit in evidence are based on her personal knowledge. On careful perusal of the entire oral as well as documentary evidence adduced by the Workman on record indicates that neither the said Mrs. Cecelia Vaz has rendered any 'act' in pursuance of the instrument of power of attorney given to her nor certain relevant facts especially pertaining to serving of notice of termination etc. are of her personal knowledge. Thus, the said Mrs. Cecelia Vaz cannot depose for the Workman for the acts done by him which are of his personal knowledge. The Workman, having failed to examine himself, also failed to prove his case. Consequently, there is no evidence on record part of the Workman. Hence, in the absence of any evidence on record, it is held that Workman failed to prove that the action of the management of the Employer in terminating his services w.e.f. 21-01-2010 is illegal and unjustified.

28. Even otherwise, assuming that Mrs. Cecelia Vaz is competent to depose on behalf of Workman, the Workman mainly challenged his termination of service w.e.f. 21-01-2010 by contending that it is in violation of Section 25-F and Section 25-G of the I.D. Act, 1947. For application of provisions of Section 25-F of the I.D. Act, 1947, it requires not less than one year continuous service on the part of the Workman under an Employer. The term 'continuous service' has been defined u/s 25-B of the I.D. Act, 1947. As per the provisions of Section 25-B of the I.D. Act, 1947 the Workman shall be said to be in continuous service of one year, only if he during the period of twelve calendar months preceding the date with reference to which calculation is to be made has actually worked for 240 days under the Employer, which includes the interrupted service on account of sickness or authorized leave or an accident or a strike which is not illegal, or lock out or a cessation of work which is not due to any fault on the part of the workman. The Workman has however, failed to prove that he had worked for 240 days for the preceding 12 calendar months from the date of termination of his services w.e.f. 21-01-2010 by cogent evidence. The evidence on record indicates that the Workman has worked for around 102 days preceding 12 calendar months from the date of termination of his services w.e.f. 21-01-2010. Thus, the question of following the provisions of Section 25-F of the I.D. Act, 1947, does not arise. The Workman, having failed to prove that he had worked for 240 days preceding 12 calendar months from the date of termination of his services w.e.f. 21-01-2010, also failed to prove that the termination of his services w.e.f. 21-01-2010 is illegal being in violation of Section 25-F of the I.D. Act, 1947.

29. Provisions of Section 25-G of the I.D. Act, 1947 deals with procedure for retrenchment. In terms of Section 25-G of the I.D. Act, 1947, where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman. The burden to prove the violation of the provisions of Section 25-G of the I.D. Act, 1947 was on the workman. However, there is nothing on record to show that the employer has violated the provisions of Section 25-G of the I.D. Act, 1947. Thus, the Workman also failed to prove that his termination of service is in violation of Section 25-G of the I.D. Act, 1947.

30. On the contrary, upon careful perusal of the oral as well documentary evidence adduced by the Employer on record indicates that the Employer was a sole proprietorship of Mr. Ronald Pinto. The evidence on record indicates that the Employer was forced to close his establishment w.e.f. 31-03-2010 for want of contracts. In terms of clause 2 of the appointment letter dated 30-04-2008 issued to the Workman, he was entitled to give one month's notice of termination or one month's salary in lieu thereof. The Employer also produced on record a notice of termination dated 19-11-2009 (Exb. 25). The Workman contended that the said notice of termination has been prepared by the Employer by misusing his signature made on the blank paper allegedly for completing the formalities of the salary for the month of October, 2009 and produced on record a copy of the police complaint dated 16-06-2010 lodged by him before the Mapusa Police Station, Mapusa, Goa. The Employer contended that the aforesaid plea of the Workman is an afterthought.

31. The sole witness and power of attorney holder of the Workman, in her cross-examination deposed that she was not present when her husband used to sign on the blank paper as an acknowledgment of the salary received from the Employer. She deposed that she had not accompanied her husband to the office of the Employer on 17-11-2009 as well as on 19-11-2009. She admits that she do not know as to what had been transpired between the Workman and the Employer on 17-11-2009 and 19-11-2009. She deposed that no letter in writing was made by the Workman to the Employer from 19-11-2009 till 20-01-2010. She deposed that she was not present along with the Workman, when he met the Employer in his office on 20-11-2009. She deposed that her husband did not make any complaint before any competent authority or police for having taken his signature on the blank paper at any point of time. She deposed that she do not possess a copy of notice of termination of service, which was given to her husband by the Employer by allegedly misusing blank paper. She deposed that she cannot tell exactly whether the said notice of termination was served upon her husband and obtained his signature. She deposed that she is not aware as to whether her husband had enclosed a copy of the said notice of termination at the time of making complaint to the Mapusa Police Station, Mapusa,

Goa. Thus, the aforesaid oral evidence on record indicates that the said Mrs. Cecelia Vaz was ignorant about the said facts. On careful perusal of the said notice of termination dated 19-11-2009 at Exb. 25, it is noticed that the signature of the Workman is appearing at the bottom of left hand side. In the event, if the Workman had signed the said blank paper for completing the formalities of the salary paid for the month of October, 2009, he normally would have signed at least on the middle or right hand side of the said blank paper. Further, the Workman has not stepped into the witness box and deposed about the same as he was not accompanied by his wife cum power of attorney holder at the relevant time. Hence, I do not find any substance of truth in the contention of the Workman that his signature obtained on the blank paper has been misused by the Employer to create the said notice of termination. In view of above, the said notice of termination at Exb. 25 appears to be genuine. Hence, it is held that one month's notice in writing as required under clause 2 of the appointment letter dated 30-04-2008 was issued to the Workman. In view of above, the Workman has failed to prove that the termination of his service is illegal and unjustified. Hence, it is held that the termination of services of the Workman is on account of closure of his business w.e.f. 31-03-2010. The issue No. 2 is therefore answered in the negative and the issue No. 3 is answered in the affirmative.

32. *Issue No. 4:* I have heard the oral arguments of Ld. Advocates appearing for the respective parties.

While deciding the issue No. 2 herein above, I have come to the conclusion and held that the Workman failed to prove that the action of the management of the Employer in terminating his services w.e.f. 21-01-2010 is illegal and unjustified. 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 the action of the Management of M/s. Constant Security Services, Porvorim, Bardez, Goa in terminating the services of it's workman, Shri Jose Manual Vaz, Watchman/Security Guard, with effect from 21-01-2010, is legal and justified.

2) The Workman, Shri Jose Manual Vaz, Watchman/Security Guard, is therefore not entitled to any relief.

3) No Order as to costs.

Inform the Government accordingly.

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

Notification

No. 28/1/2015-Lab/Part-I/378

The following Award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 16-12-2014 in reference No. IT/45/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

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

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 11th March, 2015.

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

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/45/12

Workmen,
Rep. by the President,
M/s. Essae-Teraoka Worker's
Welfare Union,
H. No. 3993, Near Datta Mandir,
Housing Board Colony, Gogol,
Margao Goa Workmen/Party I.
V/s.

The M/s. Essae - Teraoka Ltd.,
F-16, 1st floor, Jairam Complex,
Neuginagar,
Panaji Goa 403-001 Employer/Party II
Shri K. V. Nadkarni for Workmen/Party I.
Adv. Shri M. S. Bandodkar for Party II.

AWARD

(Passed on 16th day of December, 2014)

In exercise of the powers conferred by clause (d) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 03-07-2012 bearing number 28-15-2012-LAB-359 has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. Essae-Teraoka Limited, Panaji, Goa, in refusing to concede the following demands raised by the Essae Teraoka Worker’s Welfare Union, vide it’s letter dated 03-11-2011, is legal and justified?”

Charter of Demands**1) Demand No. 1: Lunch Allowance**

It is demanded that, with effect from September, 2009, all six workmen shall be paid Lunch Allowance at the rate of Rs. 150/- per month.

2) Demand No. 2: General Allowance

It is demanded that, with effect from September, 2009, all six workmen shall be paid general allowance at the rate of Rs. 150/- per month.

(3) Demand No. 3: House Rent Allowance

It is demanded that, with effect from September, 2009, all six workmen shall be paid House Rent Allowance at the rate of 20% of the basic.

4) Demand No. 4: Special Allowance

It is demanded that, with effect from September, 2009, all six workmen shall be paid Special Allowance at the rate of 10% of the basic.

5) Demand No. 5: Incentives Basic

It is demanded that, all six workmen shall be paid incentives at the rate of 20% of the basic.

6) Demand No. 6: Release of Pending Annual Traditional Increment

It is demanded that, with effect from September, 2009, pending Annual Traditional Increment of Rs. 500/- per month shall be released to the all six workmen from the date of increment released to Panaji branch employee.

7) Demand No. 7. Fixation of Pay scale

It is demanded that, fixation of pay scale to all six employees on whose behalf these demands are submitted and who are designated as Service Assistant/Service Technician be as under:-

4000-500-6500-600-9500-700-1300-850-17250-EB-1000-22250

(2) If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?”

2. On receipt of the reference, a case was registered under No. IT/45/12 and registered A.D. notices were issued to the parties. Upon receipt of the notice Party I filed the claim statement at Exb.6, Party II filed the written statement at Exb.7 and thereafter Party I filed the rejoinder at Exb. 8.

3. In the claim statement, it is in short the case of Party I that the present claim has been filed by six workmen namely, Mr. Nityanand Talekar, Caitano Gomes, Chandrakant Kalgutkar, Girish Damodar Borkar, Pradeep Redenkar and Pedro Vaz who are the members of Essae Teraoka Worker’s Welfare Union. It is stated that on 15-4-09 all the workers working with Party II came to report for duty at 8.50 a.m but they did not find their muster roll on usual place. That upon enquiry the workers were informed that there are instructions not to allow anybody to report for duty and the six employees who are parties in this reference were refused employment and were told that their services are transferred out of State of Goa and that necessary orders of transfer will be received by them with necessary instruction by courier services. It is stated that therefore all the workers started agitating at the main gate of the factory and then addressed letter to Dy. Labour Commissioner to intervene in the matter. It is stated that in the reply dated 21-4-09, the management informed the Dy. Labour Commissioner that they were ready to allow all the other workers on duty except 6 employees who are parties to this dispute and whose services were transferred to different States in Maharashtra, Karnataka and Andhra Pradesh. It is stated that finally the matter was resolved and all the employees were taken back on duties. It is stated that thereafter upon intervention of the Labour Minister, these six workmen accepted the transferred at Panaji on payment of daily transport charges, as agreed in the settlement dated 18-9-09 which is the existing settlement between the parties u/s 12(3) of the Act. It is stated that under clause 7 of the said settlement the parties had agreed to follow the existing rules and regulations prevailing at place of transfer. It is stated that ever since their transfer to Panaji Unit of the company these workers have been demanding same and equal facilities and monetary benefits, as paid to their co-employees working at the Unit, on par with the service conditions, as applicable to the branch, where all other employees are paid the facilities which are demanded and

mentioned in the schedule to the terms of reference. It is thus prayed by Party II to hold that the action of the Party II in not maintaining the parity in the matter of payment of same and equal monetary benefits to the six employees from their respective date of transferring their services to Panaji Unit after the settlement of 18-9-2009 as illegal, to hold that all the six employees are eligible to same and equal benefits from their respective date of transferring their services to Panaji Unit after the settlement of 18-9-09 and further to hold that all the six employees are entitled to the benefits of same and equal allowances and incentives which are enjoyed by their colleagues at Panaji Unit.

4. In the written statement Party II has denied the case of Party I and has stated that the Party I did not raise any dispute or demand against Party II for which the present reference has been made and since no demand has been raised, the entire reference is bad in law and not maintainable. It is stated that the workmen on whose behalf the demands are raised are not working with Party II and in fact they were transferred outside Goa and therefore this court cannot entertain any demand allegedly raised on behalf of those persons. It is stated that Union has no locus standi to raise the present demands as the same have not been raised by a substantial number of workmen and therefore it cannot form part of the Industrial dispute. It is stated that the demands made by Party I are not genuine and not justified and that the workers are not working at all at any place after the transfer. It is stated that the existing emoluments and other facilities drawn by the workers are better and far more superior in the comparable concern and Industry cum region principle and other relevant factors as regards to the adjudication of the concerned dispute. It is stated that the company has already paid rational, reasonable wages and other emoluments and given appropriate facilities to the workers and therefore the question of settling the demands of the Union cannot and does not arise. Thus, amongst above and other grounds, Party II has prayed to reject the reference.

5. In the rejoinder Party I has denied the defence of Party II and has asserted their case as setup in the claim statement.

6. In the course of further proceedings, President of Party I Union Shri Girish Borkar filed an application at Exb. 8A stating that two workers namely, Pradeep Revankar and Pedro Vaz have already settled their issue with the company directly and as such they have no interest in the

present reference. Shri K. V. Nadkarni, Ld. Rep. of Party I, also signed Exb. 8 A. Subsequently the parties settled the matter amicably amongst themselves and filed the terms of settlement u/s 2(p) r/w sec. 18 (1) of the Act, at Exb. 10. These terms are signed by Mr. Sathyanaran, the General Manager HR of Party II and Mr. Girish Borkar, Mr. Chandrakant Kalgutkar, Mr. Caitano Gomes, Mr. Nityanand Talekar so also their representative Shri. K. V. Nadkarni. The said settlement terms read as under:

1. It is agreed between the parties that Mr. Girish Borkar shall be paid a sum of Rs. 1,93,750=00 (Rupees one lakh ninety three thousand seven hundred and fifty only) in full and final settlement of all his claims arising out of employment/transfer as covered under Reference No IT/24/12, and charter of demands as covered under Reference IT/45/12.
2. It is agreed between the parties that Mr. Chandrakant Kalgutkar shall be paid a sum of Rs. 1,68,750=00 (Rupees one lakh sixty eight thousand seven hundred and fifty only) in full and final settlement of all his claims arising out of employment/transfer as covered under Reference No IT/24/12, and charter of demands as covered under Reference IT/45/12.
3. It is agreed between the parties that Mr. Caitano Gomes shall be paid a sum of Rs. 1,68,750=00 (Rupees one lakh sixty eight thousand seven hundred and fifty only) in full and final settlement of all his claims arising out of employment/transfer as covered under Reference No IT/24/12, and charter of demands as covered under Reference IT/45/12.
4. It is agreed between the parties that Mr. Nityanand Talekar shall be paid a sum of Rs. 1,43,750=00 (Rupees one lakh forty three thousand seven hundred and fifty only) in full and final settlement of all his claims arising out of employment/transfer as covered under Reference No IT/24/12, and charter of demands as covered under Reference IT/45/12.
5. It is agreed between the parties that the amount mentioned in the clause No 1,2,3 and 4 against the names of the respective workmen above is in full and final settlement of all their claims, arising out of employment/transfer as covered under Reference No IT/24/12, and charter of demands as

covered under Reference IT/45/12 and the said amount shall include all the money/ /benefit due to the above referred workmen, including gratuity, Bonus, Leave encashment, ex-gratia, salary due, if any and also includes any other benefit which is capable of computing in terms of money and the workmen further confirms that they shall have no claim of whatsoever nature against the company.

6. It is agreed between the parties that after signing of his settlement, both the parties shall make a joint application before the Hon'ble Industrial Tribunal, Panaji-Goa in Reference IT/45/12 and Reference No IT/24/ /12, mentioning therein that the subject matter of employment/transfer as covered under Reference No IT/24/12, and charter of demands as covered under Reference IT/45/ /12 is fully, satisfactorily and completely settled and pray for an Award in terms of settlement for disposing off the Reference accordingly.
7. It is agreed between the parties that the management shall issue bonafide certificates to all the workmen and assist the workmen to withdraw their P. F deposited before the PF authority by signing necessary withdrawal forms.
8. It is further agreed between the parties that the amount mentioned hereinabove in paragraph Nos. 1,2,3 and 4, against the names of the respective workmen shall be paid at the time of filling settlement before this Hon'ble Industrial Tribunal at the time of disposing off the references.
7. It may be mentioned that as the two workers namely Shri. Pradeep Revankar and Shri Pedro Vaz settled their issue with the company, the dispute as against/by them, does not survive.
8. I have gone through the terms of the settlement which are just and fair I am satisfied that they are certainly in the interest of workmen. I, therefore, accept the said terms and pass the following:

ORDER

1. The reference stands disposed off by Consent Award in view of the consent terms filed by the parties at Exb. 10.
2. As the dispute between the workers namely, Shri Pradeep Revankar, Shri Pedro Vaz and

Party II does not survive, the present reference as regards these two workers is not maintainable.

3. No order as to costs.

Inform the Government accordingly.

Sd/-

(Bimba K. Thaly)
Presiding Officer Industrial
Tribunal-cum-Labour Court-I



Department of Law & Judiciary

Law (Establishment) Division

—

Order

No. 1/6/2014-LD(Estt.)/748

Government of Goa is pleased to accept the resignation tendered by Adv. Shane Dias Sapeco, as Government Counsel on the panel of Advocates for defending the interest of the Government in the matters allotted to him by the Law (Estt.) Department Secretariat, Porvorim before the District Courts and its Subordinate Courts, North Goa District with immediate effect.

Shri Shane Dias Sapeco shall return all the briefs pending with him if any, to the concerned Department under intimation to this Department.

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

Amul S. Gaunkar, Under Secretary (Estt.).

Porvorim, 6th April, 2015.

Order

No. 1/6/2014-LD(Estt.)/893

Government of Goa is pleased to accept the resignation tendered by Adv. Prashant N. Kamat, as Government Counsel on the panel of Advocates for defending the interest of the Government in the matters allotted to him by the Law Department (Estt.), Secretariat, Porvorim before the District Courts, South Goa with effect from 01-05-2015.

Shri Prashant N. Kamat shall return all the briefs pending with him if any, to the concerned Department under intimation to this Department.

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

Amul S. Gaunkar, Under Secretary (Estt.).

Porvorim, 27th April, 2015.

Notification

No. 8-9-2015-LD(Estt)/356

In pursuance of clause (f) of Section 58 of the Transfer of Property Act, 1882 (Central Act 4 of 1882) (hereinafter referred to as the "said Act"), and in supersession of the Government Notification No. 10/10/82-LGL dated 17-01-1996, published in the Official Gazette Series II No. 32 dated 7-11-1996, the Government of Goa hereby specifies the towns, Panaji, Ponda, Mapusa, Bicholim, Pernem, Valpoi, Margao, Vasco, Quepem, Sanguem, Dharbandora and Canacona in their respective talukas/sub-districts in the State of Goa, for the purpose of said clause (f) of Section 58 of the said Act, with immediate effect.

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

Sd/- (Amul S. Gaunker), Under Secretary (Estt.).
Porvorim, 19th February, 2015.



Department of Official Language

Directorate of Official Language

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Order

No. 8/28/2013/Bhasha Puraskar Yojana/29

Sanction of the Government is hereby conveyed to grant the award under the scheme "Bhasha Puraskar Yojana" for the year 2013-14 to the following personalities dedicated their life time achievements for the language in Sanskrit, Konkani & Marathi respectively.

The Government of Goa is therefore pleased to accept the recommendation made by the selection committee constituted under "Bhasha Puraskar Yojana" to present the following awards as under:

Sr. No.	Name recommended for award	Category of award	Language
1	2	3	4
1.	Dr. Anant Ram Bhat	Durgaram Upadhe Sanskrit Bhasha Puraskar	Sanskrit language.
2.	Shri Suresh Borkar	Dnyanpeeth Awardee Ravindra Kelekar Konkani Bhasha Puraskar	Konkani language.

1	2	3	4
3.	Shri Gajanan Raikar	B. D. Satoskar Marathi Bhasha Puraskar	Marathi language.

The each awardee shall be entitled for Rs. 1.00 lakh and Manpatra, Mementos under the above scheme. The award will be presented in a function to be conducted by the Directorate of Official Language.

Above expenditure is to be incurred under the Budget Head, Demand No. 27: 2202—General Education; 05—Language Development; 800—Other Expenditure; 14—Bhasha Puraskar Yojana; 50—Other charges.

This issues with the approval of the Government vide U.O. No. 1496941 dated 11-03-2015.

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

Dr. *Prakash Vazrikar*, Director & ex officio Joint Secretary (Official Language).

Panaji, 8th April, 2015.



Department of Personnel

Order

No. 7/30/2014-PER/1049

Consequent upon the relieving of Shri K. K. Sharma, IAS, Chief Secretary from this administration w.e.f. 08-03-2015 vide order of even number dated 05-03-2015, the Governor of Goa is pleased to allot the charge of Chief Secretary to Shri R. K. Srivastava, IAS, Principal Secretary (Forests) in addition to his own duties, till the appointment of new Chief Secretary.

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

R. Aga, Under Secretary (Personnel-I).
Porvorim, 6th April, 2015.

Order

No. 15/5/2014-PER/1082

On recommendation of the Goa Service Board and approval of the Government, the Governor of Goa is pleased to order transfer and posting to

Smt. Gautami S. Parmekar, Officer in the cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies, presently awaiting posting, and post as Jt. Mamlatdar-II, Bardez with immediate effect in public interest.

Smt. Parmekar shall draw her salary against the vacant post of Jt. Mamlatdar-II, Pernem w.e.f. 06-04-2015.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 8th April, 2015.

Order

No. 15/1/99-PER (Part-file)/1140

On the recommendations of Goa Services Board and with the approval of the Government, the transfer of the following Officers in the Cadre of Mamlatdar/Joint Mamlatdar are ordered with immediate effect, in public interest:-

Sl. No.	Name of the Officer and designation	Transferred as
1.	Shri Manoj Korgaonkar, Mamlatdar, Quepem	Mamlatdar, Sanguem with additional charge of Joint Mamlatdar-I, Sanguem.
2.	Shri Pratap Rao Gaonkar, Joint Mamlatdar-II, Quepem	Mamlatdar, Quepem with additional charge of Joint Mamlatdar-II, Quepem

Shri Ravishankar Nipanikar, Mamlatdar, Canacona, shall hold charge of BDO, Canacona, in addition to his own duties and until further orders.

Shri Anish Prabhudesai, Mamlatdar, Sanguem, shall report to Personnel Department, until further orders.

The above officers shall complete the process of handing over/taking over within 3 days and submit compliance.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 15th April, 2015.

Order

No. 6/9/2009-PER(Part IV)/1156

On the recommendations of Goa Services Board and with the approval of the Government, the transfers of the following Senior Scale Officers are ordered with immediate effect, in public interest:-

Sr. No.	Name of the Officer and Designation	Transferred as
1	2	3
1.	Shri Venancio Furtado, Director of Municipal Administration & Member Secretary, GSUDA	Director of Industries, Trade & Commerce with additional charge of Director of Settlement & Land Records. Smt. Nila Mohanan, IAS & Shri S. V. Naik stand relieved of additional charge of Director of Settlement & Land Records and Director of Industries, Trade & Commerce respectively.
2.	Shri Dipak Dessai, General Manager, Directorate of Industries, Trade & Commerce	Joint Secretary (Protocol) with additional charge of Member Secretary, Kala Academy thereby relieving Shri Prasad Loliyekar and Shri V. M. Paranjape of additional charges.
3.	Shri Damodar Morajkar, General Manager, Additional Collector-II, South & Additional Collector, Sub-District, Ponda.	Directorate of Industries, Trade & Commerce vice Shri Dipak Dessai transferred.
4.	Shri Anthony D'Souza, Joint Secretary to Deputy Chief Minister	Joint Secretary (Health) with additional charge of Joint Secretary to Dy. CM. Shri Ameya Abhyankar, IAS, stands relieved of additional charge of Additional Secretary (Health).
5.	Y. B. Tavde, Director of Sports & Youth Affairs	Additional Collector-II, South & Additional Collector, Sub-District, Ponda, vice Shri Damodar Morajkar transferred.

1	2	3
6. Shri V. M. Prabhudesai	Director of Sports & Dy. Director of Physical Education and Youth Affairs	Y. B. Tavde transferred. Shri Prabhudesai shall hold additional charge of Dy. Director of Physical Education and Youth Affairs, in addition to his duties.

Shri Elvis Presly Gomes, Inspector General of Prisons, shall hold charge of the post of Director of Municipal Administration & Member Secretary, GSUDA, in addition to his own duties.

Consequent upon posting of Shri Dipak Desai as Joint Secretary (Protocol), Shri Meghanath Porob shall draw his salary from Leave & Training Reserve.

All the officers shall complete the process of handing over/taking over within 7 days from the date of issue of order and submit compliance.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 16th April, 2015.

Order

No. 6/2/2005-PER/1158

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

Smt. Meghana Shetgaonkar, Deputy Director, Tribal Welfare shall hold charge of the post of Deputy Director (Admn.), Goa Medical College and Deputy Director-II, Goa Medical College in addition to her own duties thereby relieving Shri Sanjeev Gauns Dessai of the additional charge.

Smt. Sneha S. Morajkar, Under Secretary to Chief Secretary, shall hold charge of the post of Under Secretary, Higher Education in addition to her own duties.

The officers shall discharge their duties at both places as per the need and work load preferably on alternate days.

The officers shall complete their handing over and taking over formalities latest by 08-05-2015 and submit compliance.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 16th April, 2015.

Order

No. 6/3/2011-PER/Part I/1159

On recommendation of the Goa Services Board and approval of the Government, the Governor of Goa is pleased to order transfer and posting of Junior Scale Officers of Goa Civil Service with immediate effect and in public interest.

Sl. No.	Name and present posting of the Officer	Transferred and posted as
1.	Shri Sudin Natu, Deputy Collector & SDM, Canacona holding additional charge of Chief Officer, Canacona	O.S.D. to Hon'ble Chief Minister. He shall draw his salary against the Leave and Training Reserve post.
2.	Shri Chandrakant Shetkar, Deputy Director of Panchayats, South	Deputy Collector and SDM Canacona with additional charge of Chief Officer, Canacona.

Shri Santosh Kundaikar, Administrative Officer, Hospicio Hospital, Margao shall hold charge of the post of Deputy Director, Panchayats, South in addition to his own duties.

Shri Surendra Naik, Deputy Collector (LA), South shall hold charge of the post of Administrator of Comunidade, South Zone in addition to his own duties thereby relieving Shri Vishant S. Naik Gaunekar of the additional charge.

Smt. Yvette Lobo, Forest Settlement Officer, North shall hold charge of the post of Special Land Acquisition Officer (N), Tillari Irrigation Project, WRD, Karaswada, Mapusa in addition to her own duties.

All the officers holding additional charge shall discharge their duties at both places as per the need and work load preferably on alternate days. Shri Sudin Natu, Shri Chandrakant Shetkar and Shri Santosh Kundaikar shall continue to hold the additional charges ordered vide Order No. 6/23/2014-PER dated 30-03-2015 during the training period of the Junior Scale probationers.

All the officers shall complete their handing over and taking over formalities within 3 days from the date of issue of order and submit compliance. Shri Surendra Naik shall complete the handing over and taking over formalities latest by 08-05-2015.

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

R. Aga, Under Secretary (Personnel-I).

Porvorim, 16th April, 2015.

Order

No. 6/23/2014-PER/Pt/1160

Read: Order No. 6/23/2014-PER dated 30-3-2014.

In partial modification to Order read in preamble the Junior Scale Officers shown in Column (3) shall hold charge of the posts mentioned therein, in addition to their own duties, during the training period (i.e. from 06-04-2015 to 06-05-2015) of officers mentioned in Column (2) for smooth functioning of the respective Departments.

Sl. No.	Officer drafted for training	Officer to hold the additional charge
1	2	3

- | | | |
|----|---|--|
| 1. | Shri Johnson B. Fernandes, Deputy Collector & SDM, Ponda holding additional charge of Chief Officer, Ponda Member Secretary, Rajiv Gandhi Kala Mandir, Ponda. | Shri R. K. Halarnkar, Deputy Registrar, Govt. Polytechnic, Altinho shall hold charge of the post of Dy. Collector and SDM, Ponda. Shri Gourish Kurtikar, Assistant Commissioner of Commercial Taxes, shall hold charge of the post of Chief Officer, Ponda. Shri Shamsunder Parab, Assistant Commissioner of Commercial Taxes shall hold charge of the post Member Secretary, Rajiv Gandhi Kala Mandir, Ponda. |
| 2. | Shri Agnelo A Fernandes, Chief Officer, Curcholem-Cacora Municipal Council holding additional charge of Member Secretary, | Shri Shankar Barkelo Gaonkar, Dy. Collector and SDO, Quepem shall hold charge |

1	2	3
	Ravindra Bhavan, Curcholem	of the post of Member Secretary, Ravindra Bhavan, Curcholem.
3.	Shri Vinayak P. Volvoikar, Dy Collector (LA), North	Shri Shivaji Dessai, Project Officer, DRDA, North shall hold charge of the post of Dy. Collector (LA), North thereby relieving Shri Narayan Prabhudessai, SLAO, Tillari Irrigation Project.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 16th April, 2015.

Order

No. 15/35/2012-PER/1162

On recommendation of the Goa Services Board and approval of the Government, the Governor of Goa is pleased to order transfer and posting to Smt. Nathine Steva Araujo, Officer in the Cadre of Mamlatdar/Jt. Mamlatdar/Assistant Director of Civil Supplies presently holding the post of Joint Mamlatdar-I, Canacona as Vigilance Officer, Directorate of Vigilance, Group 'B', Gazetted, in the pay scale of PB-2, Rs. 9300-34800+ Rs. 4600/- GP with immediate effect.

The deployment of Smt. Nathine Steva Araujo shall be on deputation, initially for a period of two years extendable by another one year as per the exigencies and shall be governed by the standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 12-02-1999 and G.O.I's guidelines issued from time to time.

Consequently, Shri Ravishekhar Nipanikar, Mamlatdar, Canacona shall hold charge of the post of Joint Mamlatdar-I, Canacona in addition to his own duties, until further orders.

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

R. Aga, Under Secretary (Personnel-II).

Porvorim, 16th April, 2015.

Order

No. 13/6/2015-PER/976

Government of Goa is pleased to grant extension in service to Shri Bhaskar G. Nayak, Director of Higher Education, Porvorim and Principal, Government College of Arts, Science and Commerce, Quepem beyond the date of his superannuation for a period of one year w.e.f. 01-04-2015 to 31-03-2016.

The extension is subject to termination without assigning any reason at any time during the period of extension.

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

R. Aga, Under Secretary (Personnel-II).
Porvorim, 30th March, 2015.

**Department of Public Health****Notification**

No. 35/40/2001-I/PHD (P F-IV)/8377

For the purpose of strengthening mechanism under the Pre-Conception & Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Amendment Act, 2002, the Government is pleased to constitute Inspection & Monitoring Committee for the District of North Goa with following composition:-

- | | |
|--|-----------------------------|
| 1) Dy. Collector of North Goa
or any person nominated
by the Collector | — Member
(Ex officio). |
| 2) Member from State
Commission for Women | — Member
(Ex officio). |
| 3) Medical Superintendent
North Goa District Hospital | — Member
(Ex officio). |
| 4) Gynaecologist - North Goa
District Hospital | — Member
(Ex officio). |
| 5) Radiologist - North Goa
District Hospital | — Member
(Ex officio). |
| 6) Adv. Pandurang Nagvekar | — Member
(Non-official). |

The above Committee to conduct inspection/s including surprise inspections of registered Genetic Counselling Centres/Genetic clinics/Genetic Laboratories including USG clinics for effective implementation of PC-PNDT Act.

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.
Porvorim, 6th April, 2015.

Notification

No. 35/40/2001-I/PHD (P F-IV)/8394

Read: Government Notification No. 35/40/2001-I/PHD dated 09-01-2007.

In exercise of the powers conferred by sub-sections (5) and (6) of Section 17 of the Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994 (Central Act No. 57 of 1994), and in supersession of Notification No. 35/40/2001-I/PHD dated 09-01-2007, published in the Official Gazette Series II No. 43 dated 25-01-2007, the Government of Goa hereby re-constitutes an Advisory Committee consisting of the members mentioned below, to aid and advise the Appropriate Authority of South Goa District in the discharge of its functions, with immediate effect.

The Government of Goa also hereby appoints the Senior most Consultant and next Senior most Consultant from amongst members at Sr. No. (1) to (3) below to be the Chairperson and the Vice Chairperson respectively of the said Advisory Committee. The Junior most Consultant at Sr. No. (1) to (3) below shall be the Member Secretary of the said Advisory Committee.

- | | |
|---|-----------------------------|
| 1. Senior most Gynaecologist,
Hospicio Hospital, Margao | — Member
(Ex officio). |
| 2. Senior most Radiologist
Hospicio Hospital, Margao | — Member
(Ex officio). |
| 3. Senior most Pediatrician,
Hospicio Hospital Margao | — Member
(Ex officio). |
| 4. Senior most Assistant,
Public Prosecutor,
South Goa | — Member
(Ex officio). |
| 5. Representative from
Directorate of Information
& Publicity | — Member
(Ex officio). |
| 6. Mrs. Albertina Almeida | — Member
(Non-Official). |
| 7. Adv. Caroline Collasso | — Member
(Non-Official). |
| 8. Smt. Hemashree Gadekar | — Member
(Non-Official). |

The Committee shall meet as per the provisions contained in the said Act and Rules framed there under.

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.
Porvorim, 6th April, 2015.

Notification

No. 35/40/2001-I/PHD (P F-IV)/8381

Read: Government Notification No. 35/40/2001-I/PHD dated 25-04-2007.

In exercise of the powers conferred by Section 17(2) of the Pre-Conception & Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Amendment Act, 2002 and in terms of the instructions contained in the Government of India's O.M. No. 24026/III/06-PNDT dated 12th February, 2007 and in supersession of the Notification No. 35/40/2001-I/PHD (A)/1623 dated 25-04-2007, published in the Official Gazette Series II No. 7 dated 17-05-2007, the Government of Goa hereby appoints the District Magistrate, North Goa, Panaji as "District Appropriate Authority" for the North Goa District of the State of Goa for the purpose of the said Act.

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.

Porvorim, 6th April, 2015.

Notification

No. 35/40/2001-I/PHD (P F-IV)/8387

Read: Government Notification No. 35/40/2001-I/PHD dated 25-04-2007.

In exercise of the powers conferred by Section 17(2) of the Pre-Conception & Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Amendment Act, 2002 and in terms of the instructions contained in the Government of India's O.M. No. 24026/III/06-PNDT dated 12th February, 2007 and in suppression of the Government Notification No. 35/40/2001-I/PHD (B)/1628 dated 25-04-2007, published in the Official Gazette Series II No. 7 dated 17-05-2007, the Government of Goa hereby appoints the District Magistrate, South Goa, Margao as "District Appropriate Authority" for the South Goa District of the State of Goa for the purpose of the said Act.

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.

Porvorim, 6th April, 2015.

Notification

No. 35/40/2001-I/PHD (P F-IV)/8398

Read: Government Notification No. 35/40/2001-I/PHD dated 25-06-2003.

In exercise of the powers conferred by sub-section (2) read with clause (a) of sub-section (3) of Section 17 of the Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection) Act, 1994 (Central Act No. 57 of 1994), (hereinafter called the "said Act") and in suppression of the Government Notification No. 35/40/2001-I/PHD dated 25-06-2003, published in the Official Gazette Series II No. 13 dated 26-6-2003, the Government of Goa is pleased to constitute a Multi Member State Level Appropriate Authority for the State of Goa for the purpose of the said Act, consisting of the following members as under:

- | | | |
|-------------------------------|---|----------------------------|
| 1) Comm. & Secretary (Health) | — | Chairperson (Ex-official). |
| 2) Secretary (Law) | — | Member (Ex-official). |
| 3) Mrs. Celsa Antao | — | Member (Non-official). |

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.

Porvorim, 6th April, 2015.

No. 35/40/2001-I/PHD/(P F-IV)/8420

For the purpose of strengthening mechanism under the Pre-Conception & Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Amendment Act, 2002, the Government is pleased to constitute Inspection & Monitoring Committee for the District of South Goa with following composition:

- | | | |
|--|---|----------------------|
| 1. Dy. Collector of South Goa or any person nominated by the Collector | — | Member (Ex officio). |
| 2. Member from State Commission for Women | — | Member (Ex officio). |
| 3. Medical Superintendent-Hospicio Hospital | — | Member (Ex officio). |
| 4. Gynaecologist-Hospicio Hospital | — | Member (Ex officio). |

5. Radiologist-Hospicio — Member
Hospital (Ex officio).
6. Adv. Hyder Khilji — Member
(Non official).

The above committee to conduct inspections including surprise inspections of registered Genetic Counselling Centres/Genetic Clinics/Genetic Laboratories including USG clinics for effective implementation of PC-PNDT Act.

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

Sangeeta M. Porob, Under Secretary (Health-II)/Link.

Porvorim, 6th March, 2015.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 61/37/2015-SC/OBC/SWD/416

In pursuance to Rule 17A of the Scheduled Caste & Scheduled Tribes (Prevention of Atrocities) Rule 1995 (hereinafter will be referred as "the said Rule") the Government of Goa is pleased to constitute sub-division level Vigilance & Monitoring Committee for each Taluka of the State with following composition:

1. Sub-Divisional Magistrate/ — Chairperson.
/Dy. Collector
2. Dy. Superintendent of — Member.
Police
3. Mamlatdar/Tehsildar — Member.
4. Elected members of — Member.
Panchayat Raj Institution,
belonging to Scheduled
Caste & Scheduled Tribe
5. Representative of SC/ST — Member.
6. Non SC/ST Representative — Member.
Associated to NGO
7. Social Worker to be — Member.
nominated by Government

8. Block Development Officer — Member
Secretary.

This issues with the approval of the Government.

Smt. Meena H. N. Goltekar, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 17th April, 2015.

Department of Transport

Directorate of Transport

Order

No. D.Tpt/EST/244/Dy.D.T./2010/P.F./1247

Read: 1) Order No. D.Tpt/EST/244/2012/4134 dated 04-12-2012.

On the recommendation of the Goa Public Service Commission vide their letter No. COM/II/11/49(1)/2006/971 dated 09-04-2015 the Government is pleased to promote Shri Vishram J. Govekar, Assistant Director of Transport (Group 'B', Gazetted) as Dy. Director of Transport, on regular basis, in the pay scale of Rs. 15,600-39,100-5,400(GP) (Group 'A', Gazetted) in the Directorate of Transport, against the vacant post of Deputy Director of Transport, South Margao and post him as Dy. Director of Transport (North) with immediate effect.

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

Arun L. Desai, Director & ex officio Addl. Secretary (Transport).

Panaji, 10th March, 2015.

Notification

No. 5/9/90-Tpt/2015/1393

In exercise of powers conferred by sub-section 2 of Section 11 of the Goa, Daman and Diu Motor Vehicles Tax Act, 1974, Government of Goa hereby exempts New Vehicle Hero Honda Activa bearing chassis No. ME4JF504CF7056033 and engine No. JF50E72056063 of Model March 2015 owned by National Institute of Oceanography, P.O.N.I.O., Dona Paula, Goa 403004, from payment of tax due to this State, being a Government Organisation/Institution.

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

Arun L. Desai, Director & ex officio Addl. Secretary (Transport).

Panaji, 23rd April, 2015.

Department of Tribal Welfare

Directorate of Tribal Welfare

—

Notification

No. 1-200/2014-15/ADMN/DTW/SD/379

Government of Goa is pleased to appoint Shri C. D. Gaude, Shri Suresh Quepekar, Shri Prakash A. Velip as members of organizing committee under the scheme Celebration of Sankalp Din and is hereby published for general information of public, which shall come into force from the date of Notification.

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

Sandhya Kamat, Director (Tribal Welfare).

Panaji, 15th April, 2015.



Department of Urban Development

Municipal Administration

Cuncolim Municipal Council

—

Notification

No. CMC/Adm/2014-15/3465

It is brought to the Notice of the public that as decided by Cuncolim Municipal Council, the internal municipal road from Dandora Junction near Jerry Miranda house, Cuncolim to Ascannio D'sa house is named as "ASCANNIO S. D'SA ROAD".

Pandharinath N. Naik, Chief Officer (Cuncolim Municipal Council).

Cuncolim, 9th March, 2015.

Department of Women & Child Development

Directorate of Women & Child Development

—

Notification

No. 2-6-97/DWCD/Part-V/ECCE/2500

The Government of Goa is pleased to constitute a State Level Early Childhood Care & Education (ECCE) Council as per the guidelines of MWCD as under. The Council will promote ECCE and related policies and advance evidence-based practices in families, communities and society at large. It will also lay down the regulatory mechanism and ensure proper adherence to norms and standards in the early childhood development system and for matters connected therewith.

- | | | |
|---------------------------------|---|-----------------------|
| 1. Director (WCD) | — | Chairperson. |
| 2. Director, Education | — | Member. |
| 3. Director, DHS | — | Member. |
| 4. Director, FDA | — | Member. |
| 5. Asst. Director, GIPARD | — | Member. |
| 6. Suptd. of Police (Crime) | — | Member. |
| 7. Sethu (NGO) | — | Member. |
| 8. Sangath (NGO) | — | Member. |
| 9. Children Rights in Goa (NGO) | — | Member. |
| 10. Programme Officer | — | Member.
Secretary. |

The Committee shall meet at least once in 3 months.

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

Deepali Naik, Director & ex officio Joint Secretary.

Panaji, 28th April, 2015.

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