



# புதுச்சேரி மாநில அரசிதழ்

## La Gazette de L'État de Poudouchéry

### The Gazette of Puducherry

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#### பொருளடக்கம்

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**GOVERNMENT OF PUDUCHERRY**  
**LABOUR DEPARTMENT**

(G.O. Rt. No. 59/Lab./AIL/T/2018  
Puducherry, dated 11th April 2018)

**NOTIFICATION**

Whereas, an Award in I.D. (L) No. 21/2007, dated 28-2-2018 of the Labour Court, Puducherry in respect of the industrial dispute between Management of M/s. Somkan Marine Foods Limited, Yanam and Thiru K.S. Chakravarthy, Yanam over non-employment of 8 workers viz. Tvl. 1. K. Srinivasa Rao, Electrician, 2. K. Ganapathi Rao, Electrician, 2. Md. Ali, Paking Helper, 4. M. Venkanna Babu, Packing Helper, 5. B. Namasivaya, Stores Assistant, 6. K. Ravibabu, Lab Assistant, 7. V.V.V.S.N. Swamy, Welder, 8. M.C.C. Srinivasa Rao, Maintenance Assistant Award of the Labour Court, Puducherry has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

**S. MOUTTOULINGAM,**

Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT AT PUDUCHERRY**

*Present* :Thiru G. THANENDRAN, B.COM., M.L.,  
Presiding Officer.

Wednesday, the 28th day of February, 2018

**I.D. (L) No. 21/2007**

K.S. Chakravarthy,  
The President,  
Somkan Staff and Workers Union,  
Regd. No. 1444/RTU/2006,  
8-321, 1st Cross Road,  
Zicria Nagar, Yanam-533 464.      .. Petitioner

*Versus*

1. The Managing Director,  
M/s. Somkan Marine Foods Limited,  
Adavipolam, Yanam.

2. Kotak Mahindra Bank Limited,  
Represented by its Authorised Signatory,  
Mumbai.
3. The Standard Chartered Bank,  
Represented by its Authorised Signatory,  
Mumbai - 400 001.
4. The Managing Partner,  
M/s. Image Feeds,  
D.No. 5-1-063, Adavipolam,  
Yanam.      .. Respondent

This Industrial Dispute coming on 30-01-2018 before me for final hearing in the presence of Thiru R.S. Zivanandam, Advocate for the petitioner and Tvl. L. Sathish, S. Ulaganathan, S. Velmurugan, V. Veeraragavan and E. Karthik, Advocates for the respondent, upon hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

**AWARD**

1. This industrial dispute has been referred by the Government as per the G.O. Rt. No. 72/2007/Lab./AIL/J, dated 28-03-2007 for adjudicating the following:—

(i) Whether the dispute raised by the President of Somkan Staff and Workers Union (Regd. No. 1444/RTU/2006), Yanam over the non-employment of 8 workers viz., Tvl. K. Srinivasa Rao, Electrician, 2. K. Ganapathi Rao, Electrician, 3. Md. Ali, Packing Helper, 4. M. Venkanna Babu, Packing Helper, 5. B. Namasivayya, Stores Assistant, 6. K. Ravibabu, Lab Assistant, 7. V.V.V.S.N. Swamy, Welder, 8. M.C.C. Srinivasa Rao, Maintenance Assistant is justified or not?

(ii) To what relief they are entitled to?

(iii) To compute the relief if any, awarded in terms of money if, it can be so computed?

2. The averments in the claim statement of the petitioner union, in brief, are as follows:

The petitioner union is functioning at Yanam and it is a registered union. The members of the union are workers of first respondent establishment. The petition mentioned workers are working in the industry under various categories from the year 2001. The petition mentioned workers were not been informed that they are casual workers of the industry. The respondent with arbitrary power kept the workmen at his mercy depriving of the appointment orders, status and privileges of the permanent workmen and such act come under unfair labour practice on part of the respondent as per the provisions of the Industrial Dispute Act. Therefore, the 8 workmen along with

some other union members submitted one representation to Conciliation Officer to obtain minimum benefits. Thus the workmen caused the displeasure of the employees and they had terminated. They were terminated from 20-07-2006 by the respondent without any rhyme or reason which is against Natural Justice. Therefore, they have to be reinstated with back wages. The petitioner union raised a conciliation of Industrial Dispute on 21-07-2006. On receipt of the representation, the conciliation was initiated and ended in a failure. No charges were framed against any of the workers before their dismissal from the service of the company nor were any of them given a reasonable opportunity to explain their circumstances alleged against them. Therefore, there has been contravention of the principles of Natural Justice. Hence, dismissal is bad, not justified and should be liable to be set aside. The first respondent employed more than 100 workmen and they come under the definition of Industrial Employment (Standing orders) Act to regulate the conditions of discharge, disciplinary *etc.*, of the workmen employed in the Industry. The number of workmen employed in the industry during the period was 132 employees for the year 2001-2002 and 135 workers for the year 2002-2003. This was submitted by the enquiry report of the Commissioner E.P.F. Therefore, prescribed model standing orders shall be deemed to be adopted in the industry. The punishment against 8 workmen completed contradicting model standing orders. Therefore, the act of the employer was actuated by *mala fides*. No workers have rejected and refused to regularise their service. The appointment orders had either not been refused or rejected. The draft appointment orders on white papers without date and date of appointment were only has declined to accept as out spoken conciliation. The workers had no intentions to work or continue to work in the company is not justified. It is most arbitrary. The management has failed to produce registers of wages, muster roll and other registers to substantiate their contention that the workers are casual workmen. Finding report of the Commissioner E.P.F suggests that the workmen are working since 2001. There are no lapses in their service since joining. The management did not deny, they are not employed in work. Therefore, the petitioner union members are the regular workers of the management and they cannot be simply terminated.

*3. The brief averments in the counter and additional counter filed by the first respondent are as follows :*

The respondent emphatically denied the averments in the claim petition and stated that the petitioner union is a minority union and does not represent any other worker except the 8 temporary casual workman

listed in claim petition. The union is not authorised by its general body to raise the present industrial dispute therefore, the union does not have the right to file the present claim petition. On these preliminary grounds the claim petition is liable to be dismissed. There are other industrial disputes raised by other casual workers of the respondent which are pending before this Hon'ble Court. They are I.D. 29/06, I.D. 06/ 07, I.D. 19/07, I.D. 17/ 07, I.D. 16/07, I.D. 26/ 07, I.D. 32/ 07 and I.D. 3/2008. In I.D. 29/06 the claim statement was filed on 23-02-07, but, Mr. Chakravarthy has not signed the claim petition, instead some other individual whose name is not mentioned in the said claim petition has filed the same. Similarly I.D. 3/2008 is filed by one Mr. Nageswararao, claiming himself to be the President of the same Union, the other industrial disputes in I.D. 06/07, 19/07 are filed by individual workers. There cannot be two or more Presidents for one union which shows that neither Mr. Charkravarty nor any other person has any authority to raise the present industrial dispute as the Union itself is defunct and is not in existence. The Union therefore, cannot covert an individual dispute into an industrial dispute by espousing the cause of the workers, who have not authorised the Union to represent them. The petitioner union is relying solely upon the report of Enforcement Officer of EPF, Rajamundry, to claim that they are the employees of respondent organization. The Enforcement Officer's report is challenged by Respondent in an enquiry proceeding No. 248/2007 before the Assistant P.F Commissioner. Even the said enquiry was not conducted in a free and fair manner and therefore, the respondent had to seek for judicial intervention by filing Writ Petition No. 14506/2006 and 17714/2006 before the Hon'ble High Court of Andhra Pradesh where the gross illegalities committed by the Assistant P.F. Commissioner Rajamundry were seriously reprimanded by the Hon'ble High Court and, the assessment based on that was cancelled by ordering a reenquiry by the Authority. Therefore, the petitioner union is not entitled to rely upon the said report. The genuineness and veracity of the Enforcement Officer's report, dated 29-06-2006 is itself sub-judis before a quasi judicial forum and unless the report's validity is upheld by appropriate forum, no reliance can be placed upon the said report by the petitioner to seek employment or any other benefit under the same. The EPF Enforcement Officer's report, dated 29-06-2006 is primarily based on a general insurance policy taken by the respondent on 25-08-2001. In the year 2001 the Respondent employed a Personnel Officer, by name Mr. P.V. Acharyulu

who was forced to resign from M/s. Siris Agro Limited, Meftakur, Yanam. Along with him the said Personnel Officer brought some workers from the said Company who were also terminated for various misconducts. The respondent then did not know the background of the said workers and employed around 30 workers on purely seasonal as contract jattu labour for a period of about 3 months. The workers so employed were all taken as Jattu workers strictly for the period of about 3 months. All the workers were paid on daily rated basis. In order to provide some social security to the workers employed, the respondent took Janata Insurance Policy with M/s. National Insurance Company, Yanam, with noble intentions of providing monetary reliefs to those temporary jattu/casual workers who would get injured during the course of employment besides persons engaged by vendors and handling agents of the job work giving company. Since, the minimum statutory period accident policy with any Insurance Company was one year, the respondent was forced to take the said policy for one year. By no stretch of imagination can it be said that since the policy was for one year, the workers whose names also are found in the said list of Janata Policy were employed for that whole year. The initial period of three months, the respondent suspended its operations in the month of November 2001 and discharged all these workers. The factum of suspension of operation was also intimated to the Labour Department. Thereafter, again for the next season of three months starting from June 2002, the respondent availed the services of some jattu workers. As matter of routine the said policy was also renewed for the next year. The workers whose names are found in the Insurance Policy list were engaged only on temporary basis in the year 2001-2002 and 2002-2003 for a period of three months *i.e.*, from September to November 2001 and again from June to August 2002 for purposes of meeting seasonal demands. Because of its internal administrative problems the management cut its operation and production for nearly three years from March 2003 to January 2006. During the period when there was no production, the respondent discharges all its casual/jattu workers. Even when the unit was closed due to lack of job work orders, some employees were kept on roll for the purposes of maintenance of machineries and equipments. The application by the petitioner union was made on behalf of the 8 Workers who actually rejected and refused order of permanent employment. By refusing to accept the order of permanent employment, the petitioners' intention is other than for any relief under the industrial dispute. More than 59 number of workers have fortified the

contention of the respondent that they were employed only from January 2006, which is evidenced by the affidavits filed by those workers. There is absolutely no clue as to what basis the P.F. Enforcement Officer has ascertained the dates of joining of the 97 workers mentioned in his chart including that of petitioners. Infact, the Enforcement Officer has verbatim accepted the version of petitioner Union, including the dates given by them as date of their joining without asking for any further evidences of employee - employer relationship for any ulterior reasons. The Enforcement Officer has only acted as mouth piece of the union and has without any basis accepted the contentions of the so called union. The entire report together with the methodology adopted by the Enforcement Officer in deciding the number of employees of the respondent company ordered to be reviewed and re assessed and there is every chance of the said report being rejected in full in appropriate forum. All the petitioner jattu/ contra workmen were appointed for casual work needs except one contract workman Mr. B. Namassivaya who is employed from March 2004 till he rejected offer permanent employment in the Company. The petitioners, who claims that they have been working in respondent's company is bound to prove by concrete documentary evidence to support their case and cannot rely upon the report of Enforcement Officer. By application of section 9 and 13 of Sarfasi Act 2002 as well as section 529 (A) of the Companies Act 1956, it is the duty of the secured creditor to address to the grievances of the workers of Debtor Company. Therefore, the Banks *i.e.*, Kotak Mahindra Bank Limited and the Standard Chartered Bank are added as necessary parties as 2nd and 3rd respondents for the disputes raised by the petitioners and no obligations can be cast upon this respondent. Therefore, prayed this Court to dismiss the claim petition against this respondent.

4. The petitioner union has raised the industrial dispute before the Conciliation Officer only against the first respondent management and as the said establishment was taken over by Kotak Mahindra Bank Limited and The Standard Chartered Bank, they have been added as second and third respondents in their claim petition and the fourth respondent M/s. Image Feeds has purchased the first respondent in auction held before the Debt Recovery Tribunal and thereafter the fourth respondent was impleaded as party to the proceedings and subsequently the case against the second and third respondents was exonerated by the petitioner and the fourth respondent was impleaded as party and amended claim petition was filed by the petitioner union.

5. *The brief averments in the counter filed by the 4th respondent are as follows:*

The fourth respondent denied all the averments contained in the claim petition except those that are specifically admitted and stated that the contents of the counter statement and additional counter statement filed by the 1st respondent may be treated as part and parcel of this counter statement and further stated that it is a partnership firm engaged in the business of sea food and other allied products. The petitioners cannot claim reinstatement or back wages against the fourth respondent because the first respondent company was never directly purchased by this respondent. The factory and the other movable and immovable assets of the first respondent at Yanam had been taken in possession by consortium of Kotak Mahindra Bank Limited and the Standard Chartered Bank and all the assets belonging to first respondent were brought for auction sale under the Sarfaesi Act. The fourth respondent purchased only the land, the building and the machinery of first respondent's factory at Yanam as a non-functional and inoperative. A sale certificate to that effect is issued by Kotak Mahindra Bank Limited on 25-02-2015. Therefore, at the time when this respondent purchased the first Respondent's factory asset, it was a closed and non-functional unit without any workers, staffs or any manpower. The fourth respondent never had any agreement with the first respondent or any other person to employ the workers of first respondent. The fourth respondent, after purchasing the land, building and machineries of first respondent had spent over 1.5 - 2 crores in upgrading the equipment and machinery and making the factory functional. It started its factory operations only from 1st May, 2015. The fourth respondent was and is under no legal or moral obligation to employ any of the workers of the erstwhile owners of the factory purchased by it as this respondent is free to employ its own manpower and run the factory upon its terms and conditions. The fourth respondent had therefore, selected its own workforce, including some workers who were engaged by first respondent. But, such employment was purely based on this respondent's fresh terms and conditions and as fresh recruiters and not in continuity of their employment with the first respondent. It is a completely new and independent entity and it has purchased only the land, building and machineries of the first respondent and that too from the Banks, which had taken over possession of the said assets from the first respondent for non-payment of their debts under the Sarfaesi Act.

The petitioners, who claims to be the workers under the erstwhile first respondent management, has no *locus standi* to make any claims of employment or even monetary compensations with the fourth respondent under any statute, rules, regulations or contract and hence, the present industrial dispute is liable to be dismissed.

6. In the course of enquiry on the side of the petitioner PW.1 was examined and Ex.P1 to Ex.P10 were marked and on the side of the respondents RW.1 and RW.2 were examined and Ex.R1 to Ex.R29 were marked. Both sides are heard. The pleadings of the parties, the evidence let in by either sides and exhibits marked on both sides are carefully considered. On both sides written arguments were filed and the same were also carefully considered. In support of his contention the learned counsel for the respondents has relied upon the Judgments reported in CDJ 2008 SC 218, CDJ 2005 SC 604, CDJ 2002 SC 162, CDJ 1963 SC 212, CDJ 2008 MHC 3631, CDJ 2009 Kar HC 442, CDJ 1990 Kar HC 368 and CDJ 2016 Raj HC 380. On perusal of the records it is learnt that the Ex.R1 and Ex.R2 was marked through cross examination of PW.1 and subsequently while RW.1 was examined by the first respondent, instead of marking documents as Ex.R3 to Ex.R18 it was mistakenly marked as Ex.R1 to Ex.R18 and hence, Ex.R1 and Ex.R2 which was marked through RW.1 was rectified and marked as Ex.R2A and Ex.R2B today for the sake of convenience to dispose the case.

7. The learned counsel appearing for the petitioner union has relied upon the Judgment reported in 2013 LAB I.C. Page No. 2073 wherein it was stated that section 25. FF comes into play only in case of transfer of ownership or management of an undertaking to a new employer and not limited to some activities of the undertaking. The learned counsel appearing for the respondent managements has filed a written argument stating that the petitioner union has no *locus standi* to raise the industrial dispute since the union has not filed any documents to show that it is the registered union representing the 10% of the total employees of erstwhile first respondent management and eight workers listed in the reference were the members of the petitioner union and has not produced any documents and general body meeting of the said union has not passed any resolution authorising its Officers to raise the present industrial dispute. The another contention of the respondent managements is that the petition mentioned workers are only temporary employees of the first respondent establishment and the names of the said workers does not find in the muster roll of the first respondent

establishment and that it is not established by the petitioners that they had been in service for more than 240 days in a year though they are having burden to prove the same the petitioners have failed to prove the same.

8. *The point for consideration is:*

Whether the industrial dispute raised by the petitioner union over non-employment of 8 workers viz., Tvl. K.Srinivasa Rao, Electrician, 2. K. Ganapathi Rao, Electrician, 3. Md. Ali, Packing Helper, 4. M. Venkanna Babu, Packing Helper, 5. B. Namasivayya, Stores Assistant, 6. K. Ravibabu, Lab Assistant, 7. V.V.V.S.N. Swamy, Welder, 8. M.C.C. Srinivasa Rao, Maintenance Assistant against the first respondent management is justified or not? and if justified, what is the relief entitled to the said workers.

9. It is the case of the petitioner union that the members of the petitioner union are the workers of the first respondent establishment and the members of the petition mentioned 8 workers were working at first respondent establishment under various categories from the year 2001 and the said workers along with some other union members have made one representation to Conciliation Officer to obtain minimum benefits and they were terminated from 20-07-2006 by the first respondent without any reason and hence, the union has raised the industrial dispute before the Conciliation Officer on 21-07-2006 and the conciliation was failed and the conciliation failure report was submitted by the Conciliation Officer to the Government and that the first respondent management has removed the workers without calling for any explanation for proposed punishment without conducting any domestic enquiry and the said workers have been terminated from service without giving any charge sheet, without conducting any domestic enquiry, and without alleging any misconduct and without following the principles of natural justice and it is the further case of the petitioner union that while the dispute is pending the first respondent company was took over by the second and third respondent Banks and the first respondent company was taken under sale by the Debt Recovery Tribunal and the fourth respondent being the successful bidder the company was transferred in his name as the fourth respondent became the employer of the members of the petitioner union and that the workers of the first respondent establishment who have completed the service not less than one year are entitled to notice and compensation in accordance with the provisions of section 25F as if the workman had been retrenched and that therefore, the fourth respondent is responsible for the workers of the first respondent establishment.

10. In support of their case the petitioner union has examined PW.1 and exhibited Ex.P1 to Ex.P10. Ex.P1 is the representation of workers on 21-07-2006. Ex.P2 is the copy of representation of the workers to the regional P.F. Commission. Ex.P3 is the copy of representation of Union President on 24-07-2006. Ex.P4 is the copy of report of the Regional P.F. Commissioner, Rajahmundry on 20-07-2006. Ex.P5 is the copy of reply by the management on 08-08-2006. Ex.P6 is the copy of reply given by the management on 18-09-2006. Ex.P7 is the failure report of the conciliation, dated 18-09-2006. Ex.P8 is the true proceedings copy on 31-05-2006. Ex.P9 is the copy of representation given by the Union President on 24-02-2006. Ex.P10 is the copy of licence issued to K. Srinivas Roa on 23-06-2015.

11. The evidence of PW.1 and the documents marked on the side of the petitioner union would go to show that the petitioner union has submitted an application before the Assistant Labour Inspector on 21-07-2006 stating that the first respondent management has done victimisation and unfair labour practices on their union members for claiming their minimum benefits by sending out from their services and the workers of the first respondent company has also sent a letter to the Regional Provident Fund Commissioner intimating non-providing of Employees Provident Fund benefit since five years till the date of victimisation and that the petitioner union has submitted an requisition to the Assistant Inspector of Labour to confirm in written whether the first respondent management is taken prior permission from the Labour Department for change in service, suspension or termination of the union executive members without notice and that the Regional P.F. Commissioner has submitted an enquiry report on 20-07-2006 and that the first respondent management has given reply to the Assistant Inspector of Labour-cum-Conciliation Officer stating that the petition mentioned workers were employed as temporary casual workmen as temporary basis and they were not employed in any permanent vacancy and they were offered regularisation of their services with effect from 01-01-2006 which they rejected and refused and the management discarded their names from further engagement or employment as temporary casual workmen since they have no intention to work or continue to work in the company and the petitioner union has raised an industrial dispute before the Conciliation Officer wherein the petitioner union has stated that for representing to the EPF, Commissioner and to the Labour Department for their benefits the

management is doing victimisation and unfair labour practices on their union people and the petition mentioned workers are send out from their services on 21-07-2006 without any notice and the first respondent management has stated in the conciliation that the petition mentioned employees were employed as temporary casual workmen and were not permanent employees and in pursuance of settlement entered on 29-12-2005 the management was pleased to regularise their services which they rejected and refused and the management discarded their names from further engagement or employment as temporary casual workmen since, they have no intention to work or continue to work in the company and the conciliation was failed after negotiation and the report was submitted by the Enforcement Officer on 31-05-2006 and that licence which was valid up to 31-03-2016 was issued to K. Srinivas Rao, the Managing partner of the fourth respondent establishment by Yanam Municipality. Therefore, it is clear that the petition mentioned workers are the employees of the first respondent establishment.

12. It is the main contention of the first respondent that the first respondent establishment has become sick and unviable and it is reeling under the debt borrowed from the second and third respondent Banks who have purchased credit outstanding of the first respondent company and taken over symbolical possession of the factory under the Sarfaesi Act and it was sold by the second and third respondent in an auction held and the said property was sold through Debt Recovery Tribunal in which the first respondent factory was purchased by the fourth respondent.

13. It is the contention of the fourth respondent that movable and immovable assets of the first respondent company alone have been taken by the fourth respondent management and that the fourth respondent never had any agreement with the first respondent or any other person to employ the workers of the first respondent and that the fourth respondent started factory operation from 01-05-2015 and that no legal or moral obligation to employ any of the workers of the erstwhile owners of the factory purchased by it as the fourth respondent is free to employ its own man power and run the factory upon its terms and the fourth respondent had therefore, selected its own workforce, including some workers who were engaged by the first respondent and such employment was purely based on the fourth respondent's fresh terms and conditions and not in continuity of their employment with the first respondent and it is the further contention of the

fourth respondent that their factory is completely new and independent entity and it has purchased only the land , building and machineries of the first respondent and that too from the Banks which had taken over possession of the said assets from the first respondent for non-payment of their debts under the Sarfaesi Act and that therefore, they are not liable to engage the workers who were in service at the first respondent establishment after purchasing the same from Debt Recovery Tribunal *i.e.*, they have no legal or moral obligation to engage the workers of the first respondent establishment and not having any liability on the workers of the first respondent establishment.

14. The RW.1 the Personnel Officer in the first respondent establishment has stated in his evidence that all the office bearers of the union have already resigned and left from the first respondent company and no one is in employment of the company since 2006 and that the petitioner union is the minority union never represented any other worker except 8 to 10 workers and has not authorised by its general body to raise the present industrial dispute and the petition mentioned employees K. Srinivasa Rao, K. Ganapathi Rao, Md. Ali, M. Venkanna Babu, B. Namasivayya, K. Ravibabu, V.V.V.S.N. Swamy, M.C.C. Srinivasa Rao were refused to accept the order of permanent employment and therefore, they were debarred from claiming any relief under the Industrial Disputes Act.

15. In support of their evidence the first respondent management has exhibited Ex.R1 to Ex.R18. Ex.R1 is the copy of conciliation proceedings. Ex.R2 is the settlement dues sent to employees on 28-07-2006. Ex.R2A is the copy of letter of authorisation given to Mr. Arjuna Babu Personnel Officer of 1st respondent company. Ex.R2B is the xerox copy of the full and final settlement voucher signed by Mr. K.S. Chakravarthy, dated 28-07-2007. Ex.R3 is the xerox copy of the death register of the year of 2012. Showing the date of death of Chakravarthy. Ex.R4 is the xerox copy of the paper publication issued by the respondent in Eenaadu News paper on 02-05-2006. Ex.R5 is the xerox copy of the letter dated 21-07-2006 issued to the 8 petitioners which is refused to receive by them. Ex.R6 is the copy of the muster roll of the first respondent company for the period January-2006 to May-2006. Ex.R7 is the xerox copy of the Possession notices given by Kotak Mahindra Bank Limited and Standard Chartered Bank (2 Nos.). Ex.R7 is the xerox copy of the sale notice published by Kotak Mahindra Bank in the local news paper. Ex.R9 is the xerox copy of the order in Writ

petition No. 4299/2011 issued by Hon'ble High Court of Andhra Pradesh, dated 18-05-2011. Ex.R10 is the xerox copy of the order in WP.No.14506/2006 before the Hon'ble Andhra Pradesh High Court, dated 17-07-2006. Ex.R11 is the xerox copy of the Interim order in WP. No. 17714/2006 before the Hon'ble Andhra Pradesh High Court, dated 25-08-2006. Ex.R12 is the xerox copy of the order in WP. No. 17714/2006 before the Hon'ble Andhra Pradesh High Court, dated 11-09-2007. Ex.R13 is the xerox copy of the order in WP. No. 8115/2009 before the Hon'ble Andhra Pradesh High Court, dated 21-04-2009. Ex.R14 is the copy of the orders passed by EPF Appellate Tribunal New Delhi, dated 17-09-2009. Ex.R15 is the xerox copy of the orders passed in WP. No. 22615/2009 by Andhra Pradesh High Court, dated 22-10-2009. Ex.R16 is the xerox copy of the letter given by IARC to the Kotak Mahindra Bank intimating about the taking over of liabilities of first respondent to Standard Chartered Bank on 06-07-2012. Ex.R17 is the xerox copy of the wire notice sent by the Registrar of the Hon'ble High Court at Andhra Pradesh. Ex.R18 is the xerox copy of the letter given by IARC to the first respondent intimating about the taking over of liabilities of 1st respondent to Standard Chartered Bank on 06-12-2011.

16. The documents exhibited by the first respondent would reveal the fact that K.S. Chakravarthy has received full and final settlement of ₹ 15,600 and the management discard the employment of the petition-mentioned workers as they refused the order of regularisation and the said eight workers have been discharged from service on 21-07-2006 and that the possession notice was given by second respondent Kotak Mahindra Bank Limited and third respondent Standard Chartered Bank and sale notice was issued by the said Banks in the news paper.

17. The RW.2 the Assistant Admin of the fourth respondent has stated in his evidence that they have purchased the plant and machineries of the first respondent company in a bank auction under the Sarfaesi Act and the first respondent owed huge debt to consortium of banks, and the movable and immovable assets of the first respondent company were taken in possession by consortium of banks and all the assets were brought for auction sale under the Sarfaesi Act and the fourth respondent has purchased only the land, the building and the machineries of the first respondent firm at Yanam as a non-functional and inoperative unit which remained closed before their

purchased and a sale certificate to that effect was issued by second respondent Bank on 25-02-2015 and at the time when they purchased the first respondent's factory assets, the factory was closed and non-functional unit without any workers, staffs or any man power and they have not had any agreement with the first respondent or any other person to employ the workers of the first respondent establishment and that they have started work only from 01-05-2015 and that they have no legal or moral obligation to employ any of the workers of the erstwhile owners of first respondent and that they are free to employ their own manpower and run the factory upon their terms and conditions and that the fourth respondent is completely new and independent entity and they have purchased only the land, building and machineries of the first respondent and that too from the consortium of banks, which had taken over possession of the said assets from the first respondent and the petition-mentioned workers are not in service while they purchased the factory and machineries and they have no obligations to employ them in their rolls and pay monetary benefits under any statute, rules, regulations or contract.

18. In support of their evidence the fourth respondent management has exhibited Ex.R19 to Ex.R29. Ex.R19 is the copy of the acknowledgment of registration of firm certificate of M/s. Image Feeds, dated 26-09-2014. Ex.R20 is the copy of the partnership deed entered between the partners of M/s. Image Feeds, dated 22-09-2014. Ex.R21 is the copy of the purchase of movable and immovable mortgaged properties at Yanam from Kotak Mahindra Bank by M/s. Image Feeds, dated 17-12-2014. Ex.R22 is the copy of the PAN card of M/s. Image Feeds. Ex.R23 is the copy of the licence issued by Yanam Municipality in favour of M/s. Image Feeds, dated 23-06-2015. Ex.R24 is the copy of the sale certificate issued by Kotak Mahindra Bank in favour of M/s. Image Feeds, dated 25-02-2015. Ex.R25 is the copy of factory licence of M/s. Image Feeds. Ex.R26 is the copy of the acknowledgment receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for delivery of movable properties at Yanam on 09-03-2015. Ex.R27 is the copy of the acknowledgment receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for certifying the sale proceeds and handing over the sale property, dated 08-04-2015. Ex.R28 is the copy of no objection letter issued by Kotak Mahindra Bank to Inspector of factories for transferring factory licence in favour of M/s. Image Feeds on 02-06-2015. Ex.R29 is the copy of letter of authorization given to S. Prasad, Assistant Admin of M/s. Image Feeds on 08-11-2017.



19. The documents filed by the fourth respondent would reveal the fact that the fourth respondent was a partnership firm registered under the Partnership Act and partnership deed was entered between the partners and the fourth respondent has purchased the movable and immovable properties of the first respondent establishment and licence was also issued in favour of the fourth respondent and sales certificate was also issued by Kotak Mahindra Bank in favour of the fourth respondent and acknowledgment receipt for the delivery of the movable properties of the first respondent was issued by the Kotak Mahindra Bank in favour of the fourth respondent and sales proceedings were certified by the Bank.

20. The first contention of the respondents is that the petitioner union has no *locus standi* to raise the industrial dispute on behalf of the workers since they are not atleast having 10% of the workers of the first respondent establishment. However, it is not established by the respondents that petitioner union is having only 10% of the workers. Further, it is learnt from Ex.P9 the conciliation failure report that such plea that this petitioner union has no *locus standi* to represent the petition mentioned workers has not been taken up before the Conciliation Officer and furthermore, even the office bearers of the union can raise the industrial dispute and that therefore, the contention raised by the respondents that the petitioner union has no *locus standi* is not sustainable.

21. From the above evidence and document, it is clear that the petition mentioned workers are the workers of the first respondent establishment. The Ex.P6 would evident that the petition mentioned workers were working at the first respondent establishment and they have been given regularization by the first respondent management with effect from 01-01-2006 and the petition mentioned workers have refused the same since they had been in service for about five years and therefore, it is to be inferred that the petition mentioned workers are working at first respondent establishment for more than five years and furthermore, the first respondent management has not come forward to produce the attendance register for the period from 2001-2006 and therefore, it is to be inferred that the petition mentioned workers were working for more than 240 days in an year and that therefore, the petition mentioned workers are to be treated as permanent workers of the first respondent establishment.

22. As the petitioners are the worker of the first respondent establishment and it was represented by the first respondent management before the Conciliation Officer that they discarded the names of the petition

mentioned workers from further engagement or employment it is clear that no domestic enquiry was conducted against the petition mentioned workers by the first respondent management and even does not give any show cause notice. Further, the first respondent management has not followed any procedure and not conducted any departmental enquiry before discharge them from service though they had been in service for about five years. The worker can be removed from service if, he has committed any misconduct or misbehavior only after conducting the domestic enquiry. Admittedly, in this case no domestic enquiry was conducted by the first respondent management before discharging the said employees. Therefore, the first respondent management is liable to reinstate them since it has not followed the principles of natural justice in terminating the petitioners. Furthermore, at the time of raising the industrial dispute by the petitioner union over non-employment of petition mentioned workers against the first respondent management, the first respondent establishment was the existing factory and that therefore, it is to be held that the industrial dispute raised by the petitioner union over non-employment of petition mentioned workers against the first respondent management is justified as the first respondent establishment has not properly terminated the petition mentioned workers in accordance with the principles of natural justice and hence, the petition mentioned workers are entitled for reinstatement at the first respondent establishment. However, the first respondent establishment was taken over by the second and third respondent Banks and sold to the fourth respondent management and hence, the petition mentioned workers cannot be reinstated in the first respondent establishment.

23. As it is held by this Tribunal that the petition-mentioned workers are the workers of the first respondent establishment and they have not been properly terminated by the first respondent management by conducting domestic enquiry in accordance with the principles of natural justice and the industrial dispute raised by the petitioners against the first respondent management is absolutely justifiable one, it is the question to be decided by this Tribunal that whether the fourth respondent who have purchased the first respondent establishment at the Debt Recovery Tribunal is having any legal obligation of giving employment or giving compensation to the workers of the first respondent establishment for the service rendered by them to the first respondent establishment or not. On this aspect the evidence let in by either sides and exhibits marked on both sides or arguments putforth by either sides are carefully considered.

24. It is learnt from the records that while the industrial dispute is pending the first respondent establishment has been taken away by second and third respondents and the fourth respondent has purchased the first respondent factory in the auction sale at Debt Recovery Tribunal *i.e.*, the ownership and the management of the first respondent establishment was transferred due to the purchase and therefore, it is to be decided whether the fourth respondent management is liable to pay reinstatement and other benefits to the workers of the first respondent establishment. On this aspect the section 25FF of the Industrial Disputes Act has been referred which runs as follows:

“S.25FF. Compensation to workmen in case of transfer of undertakings. Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of S.25-F, as if, the workman had been retrenched:

Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if—

- (a) the service of the workman has not been interrupted by such transfer;
- (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and
- (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer.”

From the above provision, it is clear that management of an undertaking is transferred whether by agreement or by operation of law from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of S.25-F, as if, the workman had been retrenched. In this case the management of the

undertaking was transferred by purchase *i.e.*, by operation of law from the employer of the first respondent to new employer and hence, the petition-mentioned workers are entitled for notice and compensation in accordance with the provisions of the Act. But, no such notice was issued by the fourth respondent and no compensation has been given to the workers as they had been in service at the time of transfer of ownership to the fourth respondent from the management of first respondent establishment.

25. It is contended by the fourth respondent that the fourth respondent cannot be compelled with the responsibility of reinstatement or payment of any benefits since they have purchased the plant and machineries of the first respondent under an auction purchase on 17-12-2014 from the Banks and hence, the fourth respondent has no legal obligation to employ any employees of the erstwhile first respondent and therefore, the petition mentioned workers absolutely are not entitled for any reinstatement in the fourth respondent establishment or cannot seek any compensation from the fourth respondent and in support of his argument the learned Counsel for the respondents relied upon the Judgment reported in CDJ 2009 Kar HC 442-M. Shashikumar Vs. Management of BPL Ltd., wherein, the Hon'ble High Court has held that,

“31. In view of the above discussion, as a matter of fact, neither the first respondent nor the second respondent company was under any legal obligation to offer employment to the employees of the transferor company. In that view of the matter, the only legal claim they can have access to is retrenchment compensation.....”

The learned Counsel further argued that as per the above citation the fourth respondent management has no legal obligation to offer employment to the petitioners *i.e.*, the employees of the transferor of company and they can claim only retrenchment benefits and that the petitioners are not having any right to claim of any relief of reinstatement or compensation either from the first respondent management or from the fourth respondent management since the petitioners are the temporary workers and the first respondent establishment is not more existence as the company as it had become sick and completely closed as early as in the year 2012 and the fourth respondent has purchased only from the Banks under the Sarfaesi Act and it has purchased only the plant and machineries of the first respondent establishment without other liability and none of the petitioners are the permanent workers of the first

respondent establishment to claim any right of any reemployment from the fourth respondent and that therefore, the fourth respondent has no legal obligation to reinstate the petitioners as claimed by them.

26. The learned Counsel appearing for the respondents has further argued that the fourth respondent establishment as a purchaser transferee management has no liability to pay any compensation or to give any employment to the petitioners as they have purchased the property from the second and third respondent Banks in an auction held by them and that the fourth respondent as a purchaser, they have no liability to reemploy the workers of the first respondent establishment and they will not pay any compensation under section 25FF of the Act since the workers are not the employees of the fourth respondent establishment and in support of his argument the learned Counsel for the respondent has relied upon the Judgment reported in CDJ 2009 Kar HC 442 wherein, the Hon'ble Karnataka High Court has observed that,

“.....18. That being the position in law under section 25ff, the former employees of the company who were not absorbed by the Corporation can hardly make out a claim against the transferee corporation either for compensation on termination of their service following the transfer or for reemployment. The claim at any rate of the employee in List II as against the Corporation under section 25FF was clearly misconceived.

19. The learned Counsel Sri. B.C. Prabhakar appearing for second respondent contends that the first respondent company cannot manufacture colour television anymore as entire unit of colour television is transferred to the second respondent, therefore, it cannot continue any employment to its employees and had offered compensation in terms of Sec. 25FF of the Act. He further contends that the offering of compensation in terms of Sec. 25FF of the Act alone was required to be complied with by the 1st respondent and nothing else. It was also submitted that 459 employees out of 496 employees of the first respondent without any grievance whatsoever have joined the second respondent company under fresh employment after receiving compensation from the first respondent.....”.

and further, the learned Counsel for the respondent has relied upon the Judgment reported in CDJ 1990 Kar HC 368 wherein, the Hon'ble Karnataka High Court has observed that,

“.....Section 25ff makes a reference to section 25f for that limited purpose, and therefore, in all cases to which section 25ff applies, the only claim which the employees of the transferred concern can legitimately make is a claim for compensation against their employers. No claim can be made against their employers. No claim can be made against the transferee of the said concern. (17) The scheme of the proviso to section 25ff emphasizes the same policy. If, the three conditions specified in the proviso are satisfied, there is no termination of service either in fact or in law, and so, there is no scope for the payment of any compensation. That is the effect of the proviso. Therefore, reading section 25ff as a whole, it does appear that unless the transfer falls under the proviso, the employees of the transferred concern are entitled to claim compensation against the transferor and they cannot make any claim for re-employment against the transferee of the undertaking. Thus, the effect of the enactment of section 25ff is to restore the position which the Legislature had apparently in mind when section 25ff was originally enacted on September 4, 1956. By amending section 25ff, the Legislature has made it clear that if, industrial undertakings are transferred, the employees of such transferred undertakings should be entitled to compensation, unless, of course, the continuity in their service or employment is not disturbed and that can happen if, the transfer satisfies the three requirements of the proviso. .... (18) In Central Inland Water Transport Corporation Ltd., Vs. The workmen and another it is reiterated that on a transfer of ownership or management of an undertaking, the employment of workmen engaged by the said undertaking comes to an end, and compensation is made payable because of such termination. In all cases to which section 25ff applies, the only claim which the employees of the transferred concern can legitimately make is a claim for compensation against their employers. No claim can be made against the transferee of the said concern.....”.

From the above observations of the Hon'ble High Court, it is clear that the petitioners are entitled to claim only the compensation from the undertaking where they have served as workers and they cannot claim compensation or reemployment at the transferee undertaking. But, in this case the first respondent establishment was taken over by the second and third respondent Banks and subsequently, the said undertaking was sold in an auction held by them and

sales certificate was issued by the Bank and that therefore, the fourth respondent cannot be compelled to pay any compensation to the employees of the first respondent establishment. However, the petition mentioned workers are entitled for compensation from the first respondent establishment and the management of the first respondent establishment has to pay retrenchment compensation to the petition mentioned workers under section 25FF of the Act.

27. Further, the second and third respondent Banks have taken over the first respondent establishment for their debt and sold it to the fourth respondent and hence, the petition mentioned workers also could claim the compensation from the said Banks. But, it is learnt from the records that the second and third respondent Banks have been exonerated who have sold the first respondent establishment in an auction sale and the sale amount was received by them and the excess amount if any, is kept by the said Banks the petition mentioned workers are having liberty to receive compensation from the said Banks by taking appropriate steps against the Banks and the first respondent management. Eventhough, this Tribunal cannot pass any Award against the second and third respondent Banks since they sold the first respondent establishment to the fourth respondent management and received the sale consideration and therefore, an Award has to be passed in favour of the petition mentioned workers to get compensation from the first respondent establishment and the management of the first respondent establishment is liable to pay retrenchment compensation to the petition-mentioned workers by calculating the period of service and the salary obtained by them from the date of joining till the date of taken over the possession of the first respondent establishment by the second and third respondent Banks and that therefore, the claim against the fourth respondent is rejected and hence, the claim petition filed against the fourth respondent is also liable to be rejected.

28. In the result, the petition is partly allowed and the industrial dispute raised by the petitioner union over non-employment of 8 workers viz., Tvl. K. Srinivasa Rao, K. Ganapathi Rao, Md. Ali, M. Venkanna Babu, B. Namasivayya, K. Ravibabu, V.V.V.S.N. Swamy, M.C.C. Srinivasa Rao, against the first respondent management is justified and an Award is passed directing the first respondent management to pay compensation to the petition-mentioned workers by calculating the period of service rendered by them and the salary obtained by them from the date of

joining till the date of taken over the possession of the first respondent establishment by the second and third respondent Banks and further, the petition-mentioned workers are at liberty to receive the compensation from the second and third respondent Banks by taking appropriate steps against the Banks and the first respondent management and in respect of claim against the fourth respondent is dismissed. No cost.

Dictated to the Stenographer, transcribed by her, corrected and pronounced by me in the open Court on this the 28th day of February, 2018.

**G. THANENDRAN,**  
Presiding Officer,  
Industrial Tribunal-cum  
Labour Court, Puducherry.

*List of petitioner's witness:*

PW.1 —26-04-2010— Ravi Babu

*List of petitioner's exhibits:*

Ex.P1 —21-07-2006— Representation of workers.

Ex.P2 — — — Copy of representation of the workers to the regional P.F. Commission.

Ex.P3 —24-07-2006— Copy of representation of Union President.

Ex.P4 —20-07-2006— Copy of report of the Regional P.F. Commissioner, Rajahmundry.

Ex.P5 —08-08-2006— Copy of reply by the management.

Ex.P6 —18-09-2006— Copy of reply given by the management.

Ex.P7 —18-09-2006— Failure report of the conciliation.

Ex.P8 —31-05-2006— True proceedings copy.

Ex.P9 —24-02-2006— Copy of representation given by the Union President.

Ex.P10 —23-06-2015— Copy of licence issued to K. Srinivas Roa.

*List of Respondents witnesses:*

RW1 —20-06-2014— Arjuna Babu

RW2 —08-11-2017— S. Prasad

*List of Respondents exhibits:*

Ex.R1 —29-11-2005— Copy of conciliation proceedings.

Ex.R2 —28-07-2006— Settlement dues sent to employees.

Ex.R2A— — — Copy of letter of authorization given to Mr. Arjuna Babu, Personnel Officer of 1st respondent company.

Ex.R2B—28-07-2007— Xerox copy of the full and final settlement voucher signed by Mr. K.S. Chakravarthy.

Ex.R3 — — — Xerox copy of the death register of the year of 2012. Showing the date of death of Chakravarthy.

Ex.R4 —02-05-2006— Xerox copy of the paper publication issued by the respondent in Eenaadu News paper.

Ex.R5 —21-07-2006— Xerox copy of the letter issued to the 8 petitioners which is refused to receive by them.

Ex.R6 — Jan,2006 — Copy of the muster roll of the first respondent company.  
May, 2006

Ex.R7 — — — Xerox copy of the Possession notices given by Kotak Mahindra Bank Limited and Standard Chartered Bank (2 Nos.).

Ex.R8 — — — Xerox copy of the sale notice published by Kotak Mahindra Bank in the local newspaper.

Ex.R9 —18-05-2011— Xerox copy of the order in Writ Petition No. 4299/2011 issued by Hon'ble High Court of Andhra Pradesh.

Ex.R10—17-07-2006— Xerox copy of the order in WP.No. 14506/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R11 —25-08-2006— Xerox copy of the Interim order in WP.No. 17714/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R12 —11-09-2007— Xerox copy of the order in WP.No. 17714/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R13 —21-04-2009— Xerox copy of the order in WP.No. 8115/2009 before the Hon'ble Andhra Pradesh High Court.

Ex.R14 —17-09-2009— Copy of the orders passed by EPF Appellate Tribunal New Delhi.

Ex.R15 —22-10-2009— Xerox copy of the orders passed in WP.No. 22615/2009 by Andhra Pradesh High Court.

Ex.R16 —06-07-2012— Xerox copy of the letter given by IARC to the Kotak Mahindra Bank intimating about the taking over of liabilities of first respondent to Standard Chartered Bank.

Ex.R17 — — — Xerox copy of the wire notice sent by the Registrar of the Hon'ble High Court at Andhra Pradesh.

Ex.R18 —06-12-2011— Xerox copy of the letter given by IARC to the first respondent intimating about the taking over of liabilities of 1st respondent to Standard Chartered Bank.

Ex.R19 —26-09-2014— Copy of the acknowledgment of registration of firm certificate of M/s. Image Feeds.

Ex.R20 —22-09-2014— Copy of the partnership deed entered between the partners of M/s. Image Feeds.

- Ex.R21 —17-12-2014— Copy of the purchase of movable and immovable mortgaged properties at Yanam from Kotak Mahindra Bank by M/s. Image Feeds.
- Ex.R22 — — — Copy of the PAN card of M/s. Image Feeds.
- Ex.R23 —23-06-2015— Copy of the licence issued by Yanam Municipality in favour of M/s. Image Feeds.
- Ex.R24 —25-02-2015— Copy of the sale certificate issued by Kotak Mahindra Bank in favour of M/s. Image Feeds.
- Ex.R24A— — — Copy of factory licence of M/s. Image Feeds.
- Ex.R25 —09-03-2015— Copy of the acknowledgment receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for delivery of movable properties at Yanam.
- Ex.R26 —08-04-2015— Copy of the acknowledgment receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for certifying the sale proceeds and handing over the sale property.
- Ex.R27 —02-06-2015— Copy of the no objection letter issued by Kotak Mahindra Bank to Inspector of factories for transferring factory licence in favour of M/s. Image Feeds.
- Ex.R28 —08-11-2017— Copy of letter of authorization given to S. Prasad, Assistant Admin of M/s. Image Feeds.
- Ex.R29 —08-11-2017— Copy of letter of authorization of Mr. S. Prasad.

**G. THANENDRAN,**  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court, Puducherry.

**புதுச்சேரி அரசு**

**இந்து சமய நிறுவனங்கள் மற்றும் வக்ஃபு துறை**

(அரசு ஆணை பலவகை எண் 59/இசநி/கோ.3/2018,  
புதுச்சேரி, நாள் 2018 (வருட) மே 17<sup>ம்</sup> 31வ)

**ஆணை**

புதுச்சேரி மாநிலம், வில்லியனூர் கொம்ப்யூன், கணுவாப்பேட்டை, வள்ளுவன்பேட்டை, அருள்மிகு ஸ்ரீ சக்தீஸ்வரி மாரியம்மன் தேவஸ்தானத்தை நிர்வகிக்கும் பொருட்டு, அரசு ஆணை பலவகை எண் 167/இசநி/கோ.1/82, நாள் 27-12-1982-ன் மூலம் நியமிக்கப்பட்ட புதுச்சேரி கணுவாப்பேட்டை, வள்ளுவன்பேட்டை, திரு. S. பழனிவேலு, உதவி நூலகர் நிலை-III, அரசு கிளை நூலகம், செட்டிபட்டு, புதுச்சேரி அவர்களால் சிறப்பு அதிகாரி என்கிற நிலையில் நிர்வகிக்கப்பட்டு வருகிறது. மேலும், அவர் அரசுப்பணியில் இருந்து ஓய்வு பெற்றுவிட்டார்.

2. மேலும், ஆலயத்தை செம்மையாக நிர்வகிக்கும் பொருட்டு இவருக்கு பதிலாக வேறு ஒரு புதிய சிறப்பு அதிகாரியை நியமனம் செய்து நிர்வகிப்பது இன்றியமையாதது என்று அரசால் கருதப்படுகிறது.

3. எனவே, 1972-ஆம் ஆண்டு புதுச்சேரி இந்து சமய நிறுவனங்கள் சட்டம் 4(1)-ஆம் பிரிவின்கீழ் வழங்கப்பட்டுள்ள அதிகாரங்களைச் செலுத்தி, புதுச்சேரி, வில்லியனூர், தானியங்கி துணை மின் நிலைய செயற்பொறியாளர் அலுவலகத்தில் மேல்நிலை எழுத்தராக பணிபுரியும் திரு. S. ஆறுமுகம் அவர்கள், புதுச்சேரி மாநிலம், வில்லியனூர் கொம்ப்யூன், கணுவாப்பேட்டை, வள்ளுவன்பேட்டை, அருள்மிகு சக்தீஸ்வரி மாரியம்மன் தேவஸ்தானத்திற்கு, சம்பளம் பெறாச் சிறப்பு அதிகாரியாக அரசால் இதன் மூலம் நியமனம் செய்யப்படுகிறார்.

4. திரு. S. ஆறுமுகம், அவர்கள், மேற்கூறிய தேவஸ்தானத்தின் நிர்வாகத்தை, அதன் அசையும், அசையாச் சொத்துக்கள் மற்றும் இதர ஆவணங்களுடன் பதவி விலகும் சிறப்பு அதிகாரியிடமிருந்து பொறுப்பேற்றுக்கொண்டு, அரசுத் துறையில் தான் வகிக்கும் பதவிக்குக் கூடுதலாகவும், 1972-ஆம் ஆண்டு புதுச்சேரி இந்து சமய நிறுவனங்கள் சட்டம் மற்றும் அதன்கீழ் உருவாக்கப்பட்டுள்ள விதிகளுக்கு இணங்கவும், தேவஸ்தானத்தின் நிர்வாகத்தைக் கவனித்து வரவேண்டும்.

5. 1972-ஆம் ஆண்டு புதுச்சேரி இந்து சமய நிறுவனங்கள் சட்டம் மற்றும் அதன்கீழ் இயற்றப்பட்ட விதிகளுக்குட்பட்டு சிறப்பு அதிகாரி திருக்கோயிலை நிர்வகிக்க கடமைப்பட்டவரவார். மேலும், சிறப்பு அதிகாரி கடைப்பிடிக்க வேண்டிய சில முக்கியப் பணிகள் கீழே கொடுக்கப்பட்டுள்ளன.

(i) கோயிலுக்குச் சொந்தமான காலி மனைகள், கோயிலை சுற்றியுள்ள இடங்கள் மற்றும் கோயில் குளங்களை தூர்வாருதல்/சுத்தம் செய்தல் இவைகளை உள்ளடக்கிய ஓர் ஆண்டறிக்கையினை சமர்ப்பித்தல் வேண்டும்.