



புதுச்சேரி மாநில அரசிதழ்

La Gazette de L'État de Poudouchéry

The Gazette of Puducherry

அதிகாரம் பெற்ற வெளியீடு

Publiée par Autorité

Published by Authority

விலை : ₹ 21-00

Prix : ₹ 21-00

Price : ₹ 21-00

எண்	புதுச்சேரி	செவ்வாய்க்கிழமை	2018 மூ	சூலை மீ	24 உ
No.	30 Poudouchéry	Mardi	24	Juillet	2018 (2 Sravana 1940)
No.	Puducherry	Tuesday	24th	July	2018

பொருளடக்கம்

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**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 62/Lab./AIL/T/2018,
Puducherry, dated 11th April 2018)

NOTIFICATION

Whereas, an Award in I.D. (L) No. 29/2012, 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 4 workers Thiruvalarkal 1. Somalingeswarudu, N.S. Prasad, S. Nageswara Roa, G. Prasad-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. 29/2006

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.

. . Respondents

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 & E. Karthik, Advocates for the respondents, 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. 171/2006/Lab./AIL/J, dated 30-11-2006 for adjudicating the following:-

(i) Whether the non-employment of four workers viz., Thiruvalargal (1). I. Somalingeswarudu, (2) N.S. Prasad, (3) S. Nageswara Roa, (4) G. Prasad by the management of M/s. Somkan Marine Foods Limited, Yanam, 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, in brief, are as follows:*

The petitioner union is functioning at Yanam and it is a registered union. The members of the petitioner union are workers of respondent establishment M/s. Somkan Marine Foods Limited, at Yanam. The workers 1 and 4 are engaged as Maintenance Assistants from 16-6-2001, 02-03-2003 and 09-04-2001 respectively and 3 engaged as an Operator in water treatment from 24-05-2001. The respondent depriving the workers of the status and privileges of permanent workmen. Therefore, the workers submitted one representation in this regard to Assistant Inspector of Labour, Yanam on 04-10-2005 and a complaint was made before the Provident Fund Commissioner, Rajamundry, Andhra Pradesh State, over non extension of Provident Fund against the management on 24-02-2006. Even since the respondent having developed grouse against the Union members and is waiting for an opportunity to cause irreparable loss in one way or the other. In the line of achieving their malicious goal of wreak vengeance the respondent declined workers and denying their entry by the security on 24-04-2006. The petitioner union raised a conciliation of industrial dispute on 24-04-2006. On receipt of the

representation, the conciliation was initiated and was ended in a failure. The Conciliation Officer gave his failure report to Secretary to Government (Labour). When the matter was pending before the Secretary to Government the respondent removed the workers without calling for explanation for proposed punishment and without conduct inquiry against Natural Justice. Therefore, the petitioner union come before this Court as a reference as stated above. Hence, the petitioner Union prays before this Court to decide the matter on the following grounds. The workers above-mentioned 4 in numbers had worked from 5 years. They are not been informed that they were casual labour. However, the discharge of work carried by the workers to the satisfaction of the Management with unblemished records. But, they are terminated from 08-08-2006 by the respondent on discipline reasons without rhyme which is against natural justice. Therefore, they have to be reinstated with back wages. No charges were framed, no enquiry was conducted and without calling for explanation for proposed punishment the respondent issued dismissal order. The termination is illegal and *void ab initio*. In the absence of domestic enquiry in this regard, the act of the respondent is arbitrary, illegal to be set aside. The workers had worked continuously since 5 years with permanent status of workmen under section 25(B) of the Industrial Dispute Act, 1947. But, the management did not deny that they are not engaged in work since 5 years. Therefore, the petitioner union members are the regular workers of the management and they cannot be simply terminated. All the four workers are continued for long years manifestly to deprive them of the status of permanent employee. This amounts unfair labour practice on the part of the management. During the pendency of industrial dispute before the Secretary to Government (Labour) as which the subject matter of the dispute directly connected with decline to work of such workers without maintain *status quo* or without obtain prior permission of the Secretary to Government (Labour) the respondent dismissed the workers. This was a contravention section 33(1) (a) of Industrial Dispute Act 1947 on the part of the management. Therefore, the awarded punishment is not sustained under law. Thiru C. Ramesh, S/o. C. Malakondaiahnaidu was empowered by the Chairman of the company to represent submit, receives all necessary documents pertaining to the company at any Government forums. But, Thiru L. Satyanarayana, Personal Officer a titular participated in the conciliation. Therefore, the representation of Thiru L. Satyanarayana and his contention were not valued under law. The contention of the management that the workers

themselves left out the factory without any intimation/ found absent hereby denied. If the contention is true the petitioner ought to have give show cause letters before the termination. This was not done by the management. Therefore, the contention of the respondent vitiated since, it is against natural justice. Further, the contention of the management that the workers have refused to accept of regularisation orders hereby denied. It is a new defense. During the conciliation in connection with workers representation, dated 09-10-2005 the management accepted before the Conciliation Officers to regularise the service of 27 workmen from their date of joining. After, the workers are aware that the regularisation orders were not very similar to the ones which the management issued earlier. Therefore, the letters turned down before the Conciliation Officer in compliance with the management. Therefore, the petitioner union prays this Court to reinstate the above said workmen with back wages from the date of illegal termination on 08-08-2006 along with all benefits.

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 impugned three workers namely, Somalingeswarudu, S. Nageswara Rao, and G. Prasad were engaged by the respondent as casual worker in various departments of the respondent management. The 4th worker N.S. Prasad joined the respondent as apprentice on 01-11-2003 for a period of 12 months. Their status as casual workers have been accepted and admitted by the petitioner in their claim statement itself except by N.S. Prasad. The petitioners are put to strict proof of the date of employment and their claim of having worked more than 5 years as claimed in the petition. None of the workers have ever completed 240 days of continuous services in any of the year they worked and therefore, they cannot claim that they have worked for 5 continuous years. They were therefore, never entitled to claim regularisation or permanent status. The petitioner union had given a letter, dated 04-10-2005 to Assistant Labour Officer/ Conciliation Officer, claiming permanent status to number of casual workers including the impugned workers in the resent case. During the conciliation proceedings, the Conciliation Officer suggested the respondent to regularise some of its workers. Though, the said workers were not legally entitled to claim regularisation, in order to maintain industrial peace and out of sympathetic consideration, the respondent accepted the suggestions of Conciliation Officer and

offered regularisation of posts to 32 workers including the 3 workers namely, S. Nageswara Rao, Godasi Prasad, I. Sojmalingeswarudu involved in the present dispute. As such a memorandum of settlement on 29-12-2005 by virtue of which many workers accepted the regularization and joined duty. However, the 3 workers herein have refused accept the regularisation order, dated 09-01-2006 on some false pretext as has been admitted by them in their claim statement. The respondent therefore, continued with them as casual workers. The 4 workers being casual workers were obliged to do any work given by the respondent and cannot dictate terms to the respondent that they will do only one particular nature of job. They were employed by the respondent as helpers in various sections of its factory on casual basis. As such on 21-04-2016, when the workers came for work, the respondent directed them to report to duty at pillet Mill section, they refused to work in the said section and argued with the respondent's officials that they be retained in the same unit as they were working prior to their transfer. The respondent had informed the petitioner in clear terms that workers are bound to work in any of the units allotted to them by the respondent and directed the workers to report to duty at their places of transfer. Instead of reporting to work at their respective places of transfer, the Petitioner Union submitted a letter to the Labour Officer (Conciliation) on 24-04-2006 that they were prevented from discharging their duties in their places of work prior to their transfer. They have categorically written in their representation to the Labour Officer (Conciliation) that they will not report to duty till the Labour Officer directs them to do so. It is therefore evident from their own Letter that they did not report to duty since 24-04-2007 they have not come to work. As such, since, their absence from work was unauthorised and without any intimation to the respondent, the respondent removed their names from the list of casual workers and intimated the same to the concerned workers *vide* their letter of discharge, dated 08-08-2006. The said letters was purposefully evaded by the 2 workers and as such it have returned to the respondent, and were received by 2 workers namely, S. Nageswara Rao, I. Somalingeswarudu. The petitioners have never been terminated from services. They were discharged from services because of the continuous, unauthorised and uninformed absence from duty. The respondent has not alleged any misconduct on the part of 4 discharged workers and therefore, there was absolutely no requirement of framing any charges and conducting any domestic enquiry. It was a case of discharge simplicitor of 4 workers without casting any

stigma on their services. As the said 4 workers were casual employees, who were not willing to work at the places of their transfer and as the said temporary casual workmen abstained from duty without intimation, the respondent had no other options but to discharge them of their services. The petitioners do not have tiny lien over employment and therefore, they cannot claim reinstatement. The claim of the petitioner for reinstatement is therefore, liable to be dismissed. Further, it is stated that the 1st respondent management respondent company has become sick and unviable and it is reeling under the debt borrowed from the Kotak Mahindra Bank Limited and the Standard Chartered Bank. The two Banks who have purchased credit outstanding of this respondent's company from CDC and SCICI latter changed as ICICI and now the Banks have taken over symbolical possession of the factory and all the properties of this respondent under the Sarfesi Act 2002. The said Banks have also issued publication for auction and sale of this respondent company in its 'as-is-where-is' condition. The Standard Chartered Bank has since assigned the debts along with all securities pertaining to this respondent in favour of International Assets Reconstruction Company Private Limited. This respondent filed an application under Debt Recovery Tribunal Visakhapatnam in S.A. 193/2010, which granted stay on sale of the factory, posting the case to be heard on 28 Jun 2011. The order of the DRT has been suspended by Debt Recovery Appellate Tribunal, Chennai where an application was preferred by Kotak Mahindra Bank Limited against the said order before the Debt Recovery Appeal Tribunal, Chennai *vide* N.A. 603/2010 and the same is pending adjudication. The Writ Petition is also pending before the Andhra Pradesh High Court in W.P. No. 4299/2011. 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. In the unlikely event of any award being passed by this Court having monetary implications on this respondent, it shall only be satisfied by Kotak Mahindra Bank Limited and the Standard Chartered Bank as secured creditors 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 respondent in their claim petition and the fourth respondent M/s. Image Feeds has purchased the first respondent in the 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 fourth 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 petitioner 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 worker 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. Therefore, prayed this Court to dismiss the claim petition against the fourth respondent.

6. In the course of enquiry on the side of the petitioner PW.1 was examined and Ex. P1 to Ex. P12 were marked and on the side of the respondent RW.1 and RW.2 were examined and Ex. R1 to Ex. R34 were marked. Both sides are heard. The pleadings of the parties, the evidence let in by either sides and the 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 respondent has relied upon the Judgments reported in CDJ 2008 SC 218, CDJ 2005 SC 604, CDJ 2002 SC 162, CDJ 2008 MHC 3631, CDJ 1990 Kar HC 368, CDJ 2009 Kar HC 442 & CDJ 1963 SC 212. On perusal of the records it is learnt that the first respondent has exhibited Ex.R1 to Ex.R24 through RW.1 and subsequently while RW.2 was examined by fourth respondent, instead of marking documents as Ex.R25 to Ex.R35 it was mistakenly marked as Ex.R24 to Ex.R34 and hence, the Ex.R.24 which was marked through RW.2 was rectified and marked as Ex.R24A 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 in to 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 four 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 name 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 four workers viz., Tvl. (1) I. Somalingeswarudu, (2) N.S. Prasad, (3) S. Ageswara Roa, (4) G. Prasad by the respondent management is justified or not and if justified, what is the relief entitled to them.

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 petitioner union namely, I. Somalingeswarudu, N.S. Prasad, S. Nageswara Roa, G. Prasad were working at first respondent establishment from 2001 and the said workers have made representation for the status of permanent workmen to the Assistant Inspector of Labour on 04-10-2005 and also they have made complaint before the Provident Fund Commissioner over non extension of Provident Fund against the management on 24-02-2006 and hence, the respondent management was waiting for an opportunity to cause irreparable loss to the said workers and on 24-04-2006 the workers have been restrained to enter into the first respondent Industry by their security and hence, they have raised the industrial dispute before the Conciliation Officer on 24-04-2006 on the same day and the conciliation was failed and the conciliation failure report was submitted by the Conciliation Officer to the Government and while the said matter was pending before the Government 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. P12. Ex.P1 is the representation of workers, dated 04-10-2005. Ex.P2 is the letter to Commissioner of Employees Provident Fund, Rajahmundry, dated 24-02-2006. Ex.P3 is the copy of settlement before Conciliation Officer, Yanam, dated 29-11-2006. Ex.P4 is the copy of letter issued by the Chairman. Ex.P5 is the copy of the letter submitted before the Conciliation Officer, Yanam by the Factory Manager, dated 29-12-2005. Ex.P6 is the copy of the letter submitted by the President to Assistant Inspector of Labour, Yanam on 24-04-2006. Ex.P7 is the copy of representation made by the workers on 24-04-2006. Ex.P8 is the letter to Managing Director by the Conciliation Officer on 14-06-2006. Ex.P9 is the failure of Conciliation report, dated 17-07-2006. Ex. P10 is the proof of the date of joining collected by the Enforcement Officer, Provident Fund from National Insurance Company. Ex.P11 is the letter regarding names of employees discarding, dated 08-08-2006. Ex.P12 is the copy of licence issued to K.Srinivas Roa.

11. The documents and evidence of PW.1 would go to show that the workers of the first respondent establishment has submitted an application before the Assistant Labour Inspector on 04-10-2005 stating that they are working at the first respondent establishment and the management is not paying any bonus for the workers and that though workers have working for more than five years they have not been given permanent status and their service has not been regularised by the management and they have not get any benefit of Provident Fund, ESI and leave benefits and the petitioner union has also sent a letter to the Regional Provident Fund Commissioner stating that the first respondent establishment was breaking many rules and

laws and that the workers of the respondent establishment has submitted an application wherein, the conciliation proceedings was taken place between the first respondent management and the workmen of the petitioner union on 29-12-2005 and they entered into compromise and the same was signed by both the parties and thereafter, in the conciliation the management was pleased to accept the demands of the petitioner union and the petition mentioned four workers were given permanent status with effect from 01-01-2006 on 29-12-2005 and the petitioner union has raised the industrial dispute before the Assistant Inspector of Labour stating that the worker Nageswara Roa who was attending duty in 'A' Shift was forcefully stopped by the security without any written instruction and on the same day the petition mentioned four workers have given representation to the management regarding refusal for admission to duty and the conciliation was failed after negotiation and the report was submitted by the Enforcement Officer on 30-06-2006 and Ex.P12 would evident that licence which was valid up to 31-03-2016 was issued to K. Srinivas Roa, the Managing partner of the fourth respondent establishment by Yanam Municipality.

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 and the petitioner union has no *locus standi* to raise the industrial dispute as it has no 10% of workers of the first respondent establishment.

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 manpower 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 let 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 Somalingeswarudu, S. Nageswara Roa and G. Prasad were working only as casual workers in various departments of the first respondent company and 4th worker N.S. Prasad joined in their company as apprentice on 01-11-2003 for a period of 12 months through District Industries Center, Yanam and thereafter, he was also engaged as casual worker and they have not served about 5 years as stated by the petitioner union and none of the workers have never completed 240 days of continuous services in any of the year they worked and that some of the workers have been regularised by the management in the conciliation proceedings, dated 04-10-2005 in order to maintain industrial peace though the said workers have not legally entitled to claim regularisation and the petition mentioned workers have been regularised on the suggestions of the Conciliation Officer and memorandum of settlement arrived on 29-12-2005 and 32 workers have accepted the regularisation and joined duty and the petition mentioned four workers have not accepted the regularisation under order dated 09-01-2006 and that the four workers being casual workers and they will do only one particular nature of job and they have served as helpers in various section of their factory on casual basis and they have directed to report to duty at pellet mill section as helpers on 21-04-2006 and they

have refused to work in the said section and the petition mentioned four workers have not reported to work at the respective places of transfer and the petitioner union has submitted a letter to the Labour Officer conciliation on 24-04-2006 that workers were prevented from discharging their duty in their places of work prior to their transfer and that therefore, the first respondent has removed the name of petition mentioned workers from the list of casual workers and intimated the same on 08-08-2006 and that the petition mentioned workers have not been terminated from service and they have discharged from services because of their continuous unauthorised and uninformed absence from duty and hence, they are not entitle for any reinstatement or back wages as claimed by them since they are casual workers and apprentice.

15. In support of their evidence the first respondent management has exhibited Ex.R1 to Ex. R24. Ex.R1 is the copy of letter of authorization given to Mr. Arjuna Babu, Personnel Officer of 1st respondent company on 30-04-2014. Ex.R2 is the order issued by DIC Sub-Office, Yanam to respondent on 30-10-2003. Ex. R3 is the memorandum of settlement signed by Management and its workers, dated 29-12-2005. Ex.R4 is the Conciliation Report, dated 29-12-2005. Ex.R5 is the order of regularisation given to 4 workers on 09-01-2006. Ex. R6 is the transfer order given to 4 workers. Ex.R7 is the letters submitted by petitioner union to Labour Officer (Conciliation) on 24-04-2006. Ex.R8 is the letter of discharge simplicitor to four workers on 08-08-2006. Ex.R9 is the registered post of acknowledgment. Ex.R10 is the return covers. Ex.R11 is the copy of the muster roll of the respondent company for the period from January 2006 to May, 2006. Ex.R12 is the original letter given by M/s. Regency Ceramics Limited to the respondent confirming employment of Somalingeswarudu and one G. Prasad Rao on 06-03-2010. Ex.R13 is the xerox copy of the Possession notices given by Kotak Mahindra Bank Limited and Standard Chartered Bank (2 Nos.). Ex. R14 is the xerox copy of the sale notice of Kotak Mahindra Bank in the local newspaper. Ex. R15 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.R16 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.R17 is the xerox copy of the order in WP. No. 17714/2006 before the Hon'ble Andhra Pradesh High Court, dated 1-09-2007. Ex. R18 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. R19 is the copy of the orders

passed by Employees Provident Fund Appellate Tribunal New Delhi, dated 17-09-2009. Ex. R20 is the xerox copy of the orders passed in WP. No. 22615/2009 by Andhra Pradesh High Court, dated 22-10-2009. Ex. R21 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. R 22 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. R23 is the xerox copy of the wire notice sent by the Registrar of the Hon'ble High Court at Andhra Pradesh. Ex. R24 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 there was settlement arrived at between the workers of the first respondent establishment and the first respondent management under section 12(3) of the Act and the same was signed by the workers and the first respondent management on 29-12-2005 and the regularisation of the petition mentioned four workers was accepted by the first respondent management according to the conciliation proceedings and the said four workers have been transferred to some other departments for which the petitioner union has raised the industrial dispute before the Labour Officer (Conciliation) and the said four workers have been discharged from service on 08-08-2006 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 newspaper.

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 purchase 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 manpower 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.R24A to Ex.R34. Ex.R24A is the copy of the acknowledgment of registration of firm certificate of M/s. Image Feeds, dated 26-09-2014. Ex.R25 is the copy of the partnership deed entered between the partners of M/s. Image Feeds, dated 22-09-2014. Ex.R26 is the copy of the purchase of moveable and immovable mortgaged properties at Yanam from Kotak Mahindra Bank by M/s. Image Feeds, dated 17-12-2014. Ex.R27 is the copy of the PAN Card of M/s. Image Feeds. Ex.R28 is the copy of the licence issued by Yanam Municipality in favour of M/s. Image Feeds. Ex.R29 is the copy of the sale certificate issued by Kotak Mahindra Bank in favour of M/s. Image Feeds. Ex.R30 is the copy of factory licence of M/s. Image Feeds. Ex.R31 is the copy of the acknowledge receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for delivery of movable properties at Yanam. Ex.R32 is the copy of the acknowledgement receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for certifying the sale proceeds and handing over the sale property. Ex.R33 is the 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.R34 is the copy of letter of authorisation given to S. Prasad, Assistant Admin of M/s. Image Feeds.

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 documents, it is clear that the claim petition mentioned four workers are the workers of the first respondent establishment and their service has been regularised by the first respondent establishment under Ex.R5 according to the decision taken by the first respondent management in the conciliation proceedings as they have been in service for about five years. It is evident from Ex.P9 the conciliation failure report that in the conciliation the representative of the first respondent management has stated before the Conciliation Officer that at no point of time the management stopped the petition mentioned workmen from service and they have been only transferred from their respective department to another department for better prospects but all the workmen had themselves left out the factory without any intimation.

22. As the petition mentioned workers are the workers of the first respondent establishment and it was represented by the first respondent management before the Conciliation Officer that this petition mentioned workers have voluntarily left out the factory without any intimation 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 for the unauthorised absence and for not joining at transferred place. Further, the first

respondent management has not followed any procedure and not conducted any departmental enquiry before discharge them from service though they have been in service for about five year and their service have been regularised under Ex.R5. The workers have to be removed from service if, they have 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 four employees. Therefore, the first respondent management is liable to reinstate them since it has not followed the principles of natural justice in terminating the petition mentioned workers. 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 four 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 four 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 by conducting domestic enquiry in accordance with the principles of natural justice and the industrial dispute raised by the petitioner union over non-employment of petition mentioned workers 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 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 first respondent relied upon the Judgment reported in CDJ 2009 Kar HC 442 - M. Shashikumar Vs. Management of BPL Limited, 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 existences 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 re-employment. The claim at any rate of the employee in List II as against the Corporation under sec. 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 any more 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 section 25FF of the Act. He further contends that the offering of compensation in terms of section 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 25ff 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 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 reemployment 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 Limited, 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. Even though this Tribunal cannot pass any Award against the second and third respondent Banks since they sold the first respondent establishment to the fourth respondent 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 (1). I. Somalingeswarudu, (2) N.S. Prasad, (3).S.Nageswara Roa, (4).G.Prasad 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 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—08-04-2010 — Ravi Babu

List of petitioner's exhibits:

- Ex.P1—04-10-2005 — Representation of workers.
Ex.P2—24-02-2006 — Letter to Commissioner of Employees Provident Fund, Rajahmundry.
Ex.P3—29-11-2006 — Copy of settlement before Conciliation Officer, Yanam.
Ex.P4 — Copy of letter issued by the Chairman.
Ex.P5—29-12-2005 — Copy of the letter submitted before the Conciliation Officer, Yanam by the Factory Manager.
Ex.P6—24-04-2006 — Copy of the letter submitted by the President to Assistant Inspector of Labour, Yanam.
Ex.P7 —24-04-2006— Copy of representation made made by the workers.
Ex.P8—14-06-2006 — Letter to Managing Director by the Conciliation Officer.
Ex.P9—17-07-2006 — Failure of Conciliation report.
Ex.P10 — Proof of the date of joining collected by the Enforcement Officer, Provident Form from National Insurance Company.
Ex.P11—08-08-2006—Letter regarding names of employees discarding.
Ex.P12—23-06-2015—Copy of licence issued to K. Srinivas Roa.

List of respondent's witnesses:

- RW.1— 20-06-2014— Arjuna Babu
RW.2—20-06-2014— S. Prasad

List of respondent's exhibits:

- Ex.R1 —30-04-2014— Copy of letter of authorisation given to Mr. Arjuna Babu Personnel Officer of 1st respondent company.
Ex.R2 —30-10-2003— Order issued by DIC Sub-Office, Yanam to respondent.
Ex.R3 —29-12-2005— Memorandum of Settlement signed by Management and its workers.
Ex.R4 —2912.2005— Conciliation report.
Ex.R5 —09-01-2006— Order of regularisation given to 4 workers (4 Nos.).
Ex.R6 — Transfer order given to 4 workers (4 Nos.).
Ex.R7 —24-04-2006— Letters submitted by petitioner union to Labour Officer Conciliation (4 Nos.).
Ex.R8 —08-08-2006— Letter of discharge simplicitor to four workers (4 Nos.).
Ex.R9— — Registered Post of acknowledgment.
Ex.R10— — Return covers.
Ex.R11— Jan, 2006— Copy of the muster roll of May, 2006 the respondent company.
Ex.R12—06-03-2010—Original letter given by M/s. Regency Ceramics Limited to the respondent confirming employment of Somalingeswarudu and one G. Prasad Rao.
Ex.R13— — Xerox copy of the Possession notices given by Kotak Mahindra Bank Limited and Standard Chartered Bank (2 Nos.).
Ex.R14— — Xerox copy of the sale notice of Kotak Mahindra Bank in the local newspaper.
Ex.R15—17-07-2006—Xerox copy of the order in WP. No. 14506/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R16—25-08-2006—Xerox copy of the Interim order in WP. No. 17714/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R17—11-09-2007—Xerox copy of the order in WP.No.17714/2006 before the Hon'ble Andhra Pradesh High Court.

Ex.R18—21-04-2009—Xerox copy of the order in WP. No. 8115/2009 before the Hon'ble Andhra Pradesh High Court.

Ex.R19—17-09-2009—Copy of the orders passed by EPF Appellate Tribunal New Delhi.

Ex.R20—22-10-2009—Xerox copy of the orders passed in WP. No. 22615/2009 by Andhra Pradesh High Court.

Ex.R21—18-05-2011—Xerox copy of the order in Writ petition No. 4299/2011 issued by Hon'ble High Court of Andhra Pradesh.

Ex.R22—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.R23— — Xerox copy of the wire notice sent by the Registrar of the Hon'ble High Court at Andhra Pradesh.

Ex.R24 —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.R24A—26-09-2014—Copy of the acknowledgment of registration of firm certificate of M/s. Image Feeds.

Ex.R25 —22-09-2014—Copy of the partnership deed entered between the partners of M/s. Image Feeds.

Ex.R26 —17-12-2014—Copy of the purchase of moveable and immovable mortgaged properties at Yanam from Kotak Mahindra Bank by M/s. Image Feeds.

Ex.R27— — Copy of the PAN Card of M/s. Image Feeds.

Ex.R28 —23-06-2015—Copy of the licence issued by the Yanam Municipality in favour of M/s. Image Feeds.

Ex.R29 —25-02-2015—Copy of the sale certificate issued by Kotak Mahindra Bank in favour of M/s. Image Feeds.

Ex.R30— — Copy of factory licence of M/s. Image Feeds.

Ex.R31— — Copy of the acknowledge receipt issued by the Kotak Mahindra Bank to M/s. Image Feeds for delivery of movable properties at Yanam.

Ex.R32— — 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.R33— — 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.R34 —08-11-2017—Copy of letter of authorisation given to S. Prasad, Asst. Admin of M/s. Image Feeds.

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

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 108/AIL/Lab./T/2018,
Puducherry, dated 2nd July 2018)

NOTIFICATION

Whereas, the Government is of the opinion that an industrial dispute has arisen between the management of M/s. V Care Pharcos, Thirubuvana, Puducherry and Thiru Sakthivel, Korkadu Post, Puducherry, over reinstatement with back wages, in respect of the matter mentioned in the Annexure to this order;