Registered with the Registrar
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under No. 10410

Registered No. PY/44/2018-20
WPP No. TN/PMG(CCR)/WPP-88/2018-20
Dated : 24-12-2019
Price : ₹ 24-00

புதுச்சேரி மாநில அரசிதழ்

La Gazette de L' État de Poudouchéry

The Gazette of Puducherry

அதிகாரம் பெற்ற வெளியீடு | Publiée par Autorité | Published by Authority

விலை : ₹ 24-00 | Prix : ₹ 24-00 | Price : ₹ 24-00

எண்	புதுச்சேரி	செவ்வாய்க்கிழமை	2019 ஆம்	டிசம்பர் மீ	24 உ	
No. 52	Poudouchéry	Mardi	24	Décembre	2019	(3 Pausa 1941)
No.	Puducherry	Tuesday	24th	December	2019	

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GOVERNMENT OF PUDUCHERRY

LABOUR DEPARTMENT

(*G.O. Rt. No. 127/AIL/Lab./T/2019, Puducherry, dated 06th December 2019)*

NOTIFICATION

Whereas, an Award in I.D. (L) No. 56/2015 dated 23-09-2019 of the Industrial Tribunal-*cum*-Labour Court, Puducherry, in respect of the Industrial Dispute between the management of M/s. Lycee Francais de Pondicherry, Puducherry and Thiru Louis Gilbert Aroquiassamy @Samicannou, Moolakulam, Puducherry over non-employment 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.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government (Labour).

———

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

*Present:*Thiru V. PANDIARAJ, B.SC., L.L.M.,
Presiding Officer

Monday, the 23rd day of September 2019.

I.D. (T) No. 56/2015

Louis Gilbert Aroquiassamy @ Samicannou,
S/o. Louis Joseph Aroquiassamy,
No. 39 and 40, 2nd Floor,
Singapore Avenue,
Muthirayarpalayam Road,
Moolakulam, Puducherry . . Petitioner

Versus

The Principal/Managing Director,
No.12, Victor Simonel Street,
Lycee Francais de Pondicherry,
Pondicherry. . . Respondent

This industrial dispute coming on 09-09-2019 before me for final hearing, in presence of petitioner, appeared in person and Thiru J. Cyril Mathias Vincent, Counsel for the respondent management, 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 as per the G.O. Rt. No. 118/AIL/Lab./J/2015, dated 03-11-2015 for adjudicating the following:-

(a) Whether the dispute raised by Thiru Louis Gilbert Aroquiassamy @ Samicannou against the management of M/s. Lycee Francaise de Pondicherry over his non-employment is justified or not? If justified, what relief the petitioner is entitled to?

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

2. *The brief averments of the Claim Statement:-*

(i) The petitioner is a French Nationality and he was appointed in the respondent School on 16-07-2012 as per the contract between the petitioner and the respondent, as a Teacher for French syllabus for History and Geography subject from July 2012 to July 2013. Thereafter, the contract was extended for teaching French syllabus in Biology subject from July 2013 to July 2014. Thereafter, his job was not confirmed though he was selected for the subject of Biology, even on the availability of vacancy, in full time basis during the relevant point of time. This petitioner has rendered unblemished service to the pupils and to the respondent School and he has completed his two years service as a Teacher to the utmost satisfaction of the respondent as well as to the students. Further, he has successfully passed the probation period in Biology teaching field also. In the mean while, he has received a letter from the respondent on 26-03-2014 alleging that his contract with respondent comes to an end on 14-07-2014. Though this petitioner has applied Biology Teacher posting with the respondent, the Local Consultative Commission (Selection Committee) did not recommended him for the said post *vide* its letter, dated 20-03-2014 by referring Article No. 27.3 of section VIII. This petitioner has received a letter, dated 20-03-2014 from the respondent, which is named as inspection report and which disclosed that the petitioner's performance and mode of taking class *etc*., were unsuitable to the pupils of the school. This petitioner has given reply to that letter on 24-03-2014 and it was received by the respondent on

25-03-2014. Further, this petitioner has also sent a letter, dated 24-03-2014 to the Counselor for Cooperation and Cultural Commission at New Delhi and it was received by the authority at Delhi on 01-04-2014. This petitioner has specifically denied the unfounded allegations made against him in its inspection report, dated 20-03-2014. The abovesaid authority has given reply on 08-04-2014 wherein, it has stated the Selection Committee has not consider the inspection report and has not influenced the commissions, but, the Commission has given priority to the French Diploma holder for Biology (SVT) Teacher post and added that the petitioner Diploma was not of the same in nature and he was not selected for the post of Biology (SVT). The petitioner has stated that he is a Ph.D. holder in alternative medicines it was recognized by United Nations Peace University and accredited by alternative Medical Counsel at Calcutta by the Government of West Bengal.

(ii) The alternative Medicine is also recognized by Government of India with an special mandate, Ministry of Ayush. This petitioner was appointed as per the Article 3.2 section II of the rules and regulations of the School. This petitioner is having higher qualification, and as per the rules and regulations, he can be recruited for the job, which is confirmed in both permanent and fixed-term contracts. The decision of the Selection Committee on 20-03-2014 is against the Article 3.2 of section II, his contract was terminated in an unjustified manner. The non-extension of the contract is void and illegal and so, the decision of the Selection Committee, dated 26-03-2014 is against the Article 27.3 of the rules and regulations and also against the provision of section 25 (B) (2) (a) (ii) of Industrial Disputes Act, 1947.

(iii) Further, this petitioner has given reply to the Counselor for Cooperation and Cultural Action on 23-04-2014 specifying that he has unblemished service to the student's community and dedicated service to the respondent. Further, he has indicated in his reply that the contract between the petitioner and respondent, never ever specified that French Diploma holders are supposed to be given priority. Further, the respondent has failed to give professional training to this petitioner as per Article 8.2 in section III of rules and regulations of Recruitment Act.

(iv) Further, this petitioner was eligible for appointment on regular basis in the vacant post of Biology as per the Article 4.5 in section II of the rules and regulations Act of the School. Further, this petitioner is a French Diploma holder in Geography and as per the Recruitment Rules in Article 3.1 section II of the internal rules and regulations, this petitioner has to be recruited in teaching History and Geography. This petitioner was denied that opportunity with *malicious* intention. The respondent has not proposed to this petitioner name as per the abovesaid rule for the vacant post in the History and Geography field. Even though, this petitioner is deserves for it by seniority and qualification, it was denied to this petitioner wantonly.

(v) Further, against the rules in Article 3.1 section II, Mrs. Levy Anna who had three weeks of experience has been appointed in the said post. This petitioner sent a legal notice to the Selection Committee at Puducherry and to the Counselor at Delhi. Evenafter that also another person by name Mrs. Veinne was posted for History and Geography teaching field on violation of Article 4.1 in section II. This petitioner has complete 655 days of work during his tenure in the School. Though he has worked for more than 240 days continuously and without any break in service under the respondent, he has to be confirmed as per the provision under section 25(B) (2) (a) (ii) of the Industrial Disputes Act, 1947. Further, he was not paid one month salary in *lieu of* notice. The respondent/ management has acted against the principles of natural justice and against the rules and regulations of the School. The Principal of the respondent School has acted against the welfare of the School, which resulted in general strike which took place on 12-09-2014 and it is due to the mall administration by the Principal. This petitioner is struggling very hard in his day to day life as he was not provided with an employment in the respondent School. Therefore, this petitioner has sent a notice to the Principal and other authorities on 15-11-2014 and demanded to provide him an appointment on permanent basis. The legal notice was addressed to the Director to the Agency for French Education Abroad (AFEA), Counselor for Cooperation and Cultural Action at New Delhi. After receiving the legal notice this petitioner rank has been put into third position *vide* the e-mail, dated 20-11-2014. Since, the petitioner has rendered unblemished service to the respondent, he has to be provided with immediate employment in the academic year from 15-07-2014. The appointment of Mr. Levy Anna and Veinne, was against the internal rules and regulations. This petitioner is entitled to get monthly remuneration till the date of the reappointment as per the revised pay scale applicable to this petitioner with arrears of salary as per the probation order, dated 09-10-2015.

(vi) This petitioner was entitled to get reappointment as he was workman under section 2 (s) of the Industrial Disputes Act. As per the Judgment reported in (AIR) 1958 Hon'ble Supreme Court of India, page No. 358 in

Chintaman Rao

Vs.

State of Madhya Pradesh

and, as per the Judgment reported in 1978 (1) LLJ. 349 in Bangalore Water Supply Case, and as per the Judgment reported in 1983 (1) LLJ 267 in

Umayammal

Vs.

State of Kerala

the petitioner has stated that the work of the Teacher is just like a workman in the workshop who moulded metal piece and similar to that the Teacher is moulding the minds and brain of the pupil community and hence, the Teacher has to be treated as workman under section 2(a) (iv) of Industrial Disputes Act. The petitioner has stated the following case laws are in support of his claim.

1. AIR 1958 SC 358 – Chintaman Rao *Vs.* State of Madhya Pradesh.

2. 1978 (1) LLJ 349 – Bangalore Water Supply Case.

3. 1983 (1) LLJ 267 – Umayammal *Vs.* State of Kerala.

(vii) The petitioner has stated that Teachers are workman under the term of employee in its wider sense and he has stated that they are in equivalent to that of the Pilots in the Aircraft who were recognized as workman under section 2 of ID Act. He has further stated that the Educational Institution is an industry and hence the Teachers have to be considered as workman. Since, the Educational Institution becomes an industry, this petitioner also come under the category of workman just like that of Pilots in Air Craft. Further, this petitioner stated that he was employed in the permanent post and he was not employed in the replacement vacancy. Further, he has stated that in the fixed term contract document also, it was not mentioned that he was placed in the replacement vacancy and hence, the removal of this petitioner from the job is against the rules and regulations of the management and it will amounts to unfair labour practice. The petitioner has stated he has lodged a complaint on 10-03-2014 regarding the violation of Article 2.3 and also complaint about the failure in giving proper training to the Teachers. He has stated that the Principal of the respondent School visited the class room and has submitted a false inspection report with *mala fide* intention and it was done due to the complaint filed by this petitioner on 10-03-2014 before the respective authorities. The petitioner has stated that the decision of Local Consultative Commission that French Diploma holders has to be given top priority was also taken with *mala fide* intention to remove this petitioner from his job opportunities.

(viii) This petitioner has stated that he was a Ph.D. scholar in alternative medicine and also having Diploma in French language and he has got knowledge in Pathology, Anatomy, Physiology, Hygiene, Gynaecology, *etc.*, and therefore, he has higher qualification than that of the requirement of the respondent School for the post of Biology Teacher and therefore, the allegation of non-compatibility of this petitioner is nothing but, a *mala fide* action of the respondent against this petitioner. Further, this petitioner is having Master Degree in Geography from France which also a Science Degree and he has knowledge in Life Health Science, Environmental Science and Geography and therefore, this petitioner is very much suitable for the post of Biology Teacher. In addition to that this petitioner is also having M.Phil., qualification. The petitioner has stated that the inspection by the Principal was not necessary and it was done with *mala fide* intention to evict this petitioner from the posting.

(ix) The petitioner has stated that the respondent failed to informed the vacancy in the Geography subject and he was not recommended after Mrs. Briez Sandrine who left the posting on 15-07-2014. This petitioner has to be proposed for the abovesaid post as per the seniority rules but, that was not adopted by the respondent/management and thereby Principal has adopted unfair labour practice and hence, he prayed for reinstatement and other monetary benefits.

3. *The brief averments of the counter statement:-*

(i) The respondent has denied all the allegations contained in the petition, except those specifically admitted in his counter and denied the same as false and irrelevant filed with frivolous and vexatious intention. The petitioner purposely failed to mention the provision under which he is claiming the prayers. It is the case of the respondent that this petitioner

is not a workman under section 2 (s) (iv) of Industrial Disputes Act 1947 and he has not entitled for any relief and this Court has no jurisdiction to entertain this application. The respondent School was established under Treaty of Cession concluded between India and France and it is functioning under the control of Supervision of Agency called as Agency for French Education Abroad. Since, the abovesaid agency was not a party in this case, this petition became fit for dismissal for non-joinder of necessary parties. It is further averred that since it is being run by a French Institution, the qualification for the Teachers are based on the policy issued by the French Ministry of Education from time to time. The respondent has stated that this petitioner was not recruited through a mandatory selection process for the permanent employment as per statutes and rules of the School and hence, this petitioner is trying to get the job bet back door entry by filing this petition.

(ii) The respondent has submitted that three types contract employment is in vogue in the respondent School based on the rules and regulations of the Government of France, and as per the terms and conditions it is binding on the respondent School and the Teachers of all categories. The contract employment is read together with rules and regulations for personnel recruited in India by the respondent. The Principal of the respondent School is empowered to end or close the fixed term contract employment. If, the contract reaches its term and the Principal decides, he need not renew the same. The petitioner was employed under fixed term contract and he was covered under the contract of employment for locally recruited permanent staff and hence, he cannot claim anything against the terms and conditions of the contract of employment. This petitioner was appointed in the medical leave vacancy and he was relieved after the candidate on medical leave joined her duty and therefore, the fixed term contract was not renewed after 15-07-2013 in the field of Geography teaching. Further, this petitioner was appointed in the field of Biology on contract basis as a Teacher for abovesaid curriculum in the leave vacancy and the abovesaid vacancy was filled by appointing this petitioner on contract basis during the following period.

1. 17-07-2013 – 31-07-2013 (15 days)
2. 01-08-2013 – 30-08-2013 (30 days)
3. 23-11-2013 – 14-07-2014 (nearly 234 days).

(iii) During this tenure, as Biology Teacher, the petitioner exposed the life and physical safety of the student and performed the chemical laboratory work to risk of the students on 20-03-2014 by dealing with dangerous and combustible substances without permission, without proper and protective measures.

(iv) The respondent has stated that at the end of the contract period this petitioner has applied for the post of Biology Teacher, during the academic year 2014-2015, but, he has not passed the Selection Process for want of qualifications. Further, this petitioner was in the third rank in the order of merit and therefore, he was not appointed as History Teacher also. Therefore, the candidate in the first place was appointed and thereafter, she has resigned the job and therefore, the candidate with second rank was appointed to the job and she is currently doing the job. This petitioner has not worked continuously during 16-07-2012 to 14-07-2014. This petitioner conveniently suppressed the break in service in the abovesaid period on contract appointment and thereby this petitioner has given false and concocted story. This respondent denied the allegation that though the post was vacant at the relevant point of time, he was denied the opportunity by the respondent.

(v) Further, the respondent denied the averment that he was excellent and unblemished. The respondent further denied his averment that he worked up to the satisfaction of the students and the management. This respondent denied the allegation made in the letter, dated 10-03-2014, further, this respondent denied the academic qualification stated in the claim petition. This respondent denied the allegation that the rules and regulations in Article 3.2 in section II and Article 27.3 were violated by this respondent. The respondent has followed the selection procedure clearly and without any biased activity by following the all provisions. Further, this respondent has stated that this petitioner was appointed on leave vacancy as per the rules and regulations and he was not taken for permanent employment and therefore, he is not entitled to get any relief against this respondent. Since, he was not appoint as permanent employee, it was not necessary to give training to this petitioner and hence, the allegations that Article 8.2 was not followed, became utter lie. Since, the petitioner was appointed for a Specific period of contract and he cannot raise the allegation that Article 4.5 in section II was not followed. This respondent has stated that his petitioner is trying to get an appointment as permanent Teacher without sufficient qualification and without applying through proper channel

and without appearing and passing an interview, and without fulfilling the eligible criteria fixed by the Ministry of Education, France.

(vi) The respondent has stated that there is no violation of Article 3.1 in section II of internal rules and regulation in the case of appointment on Mrs. Levi Anna in the field of Biology teaching. Similarly, there is no illegal appointment in the case of Mrs. Vinniee for History and Geography subject. The respondent has stated that this petitioner has no right to claim any posting as he was governed by the terms of contract and he has to follow the procedure for appointment. The respondent management has not failed to follow the rules and regulation in Article 4.5 in section II of the School which is applicable to the present case.

(vii) This petitioner was not in continuous service for more than 240 days and hence, the allegation of dishonor of this petitioner was nothing but utter lies. There is no iota of truth in the allegation that this petitioner was sent home by this respondent even without any explanation and payment *in lieu of* notice. The allegation levelled against the current Principal by name, Aline Charles was denied as totally false. Further, this respondent has denied the averment that after the receipt of legal notice issued by this petitioner, he was placed in third rank vide email, dated 20-11-2014. This respondent denied all the allegations levelled by this petitioner as his application has been properly considered and he was placed in the third rank of candidature and as this petitioner was not eligible for appointment as permanent Teacher and he has been rightly removed from service as per the terms of contract and there is no violation of rules and regulations and hence, this petition has to be dismissed.

4. In the course of the enquiry, PW1 to PW3 were examined on the side of the petitioner, Ex.P1 to P41 were marked. Ex.R1 to R3 was marked during the cross-examination of PW3 and no oral evidence was adduced on the side of the respondent.

5. The petitioner has filed his written argument wherein, he has stated he was illegally terminated from his service and he was the eligible candidate to be appointed for the post of Teacher in History and Geography field and therefore, he has to be reinstated into service and he has to be regularized with full back wages and other attendant benefits. The petitioner has argued that he was a qualified Teacher in the field of History and Geography and also in the field of Biology, even then his candidature was not considered for the post in the field of Biology, History and Geography and he has further argued that unexperienced Teachers were appointed in the abovesaid post without considering his application. Further, he has argued that a complaint was lodged on 10-03-2014 regarding the failure of giving professional training to the Teachers and giving information regarding the violation of Article 8.2 in section III of the Internal rules and regulations to the higher authorities, and hence, he has been victimized by way of inspection report, dated 20-03-2014 with *mala fide* intention. It is further argued that Diploma holders in French Law alone can be appointed as Teachers was not mentioned in the rules and regulations of the School and his application was rejected without any consideration and it was done against the rules and regulations of the School. He further, argued that he cannot be terminated from the service on the basis of letter, dated 26-03-2014 at the time of existence of his contract up to the period of 14-07-2014 and it was done against the rules and regulations and he has to be reinstated with other benefits.

6. The respondent side Counsel has argued that this petitioner is not at all a workman under section 2(s)(iv) of Industrial Disputes Act and hence, this petition cannot be allowed and it has to be dismissed. It is argued by the respondent Counsel that this petitioner was engaged as a Teacher in the leave vacancy and he was never ever engaged as a permanent Teacher and therefore his claim cannot be considered by this Court. Further, it is argued that this petitioner was not in continuous service for more than 240 days and therefore, he cannot claim the benefits under section 25(B) (2) (ii) of Industrial Disputes Act. It is argued that this petitioner was in service with breaks in service as follows:

17-07-2013 – 31-07-2013

01-08-2013 – 30-08-2013 and

23-11-2013 – 14-07-2014

and therefore, the case of the petitioner cannot be accepted under section 25(B) (2) (a) (ii) of Industrial Disputes Act.

7. It is further, argued that since this petitioner was engaged as a teacher on contract basis, and hence, he cannot seek any claim under Industrial Disputes Act. If, at all any claim is available to this petitioner he can claim the same under the provisions of Contract Labours Regulation Act only and hence, he prayed for dismissal of this application. It is further, argued that this petitioner was not dismissed or discharged or

retrenched from his service, and therefore, this case cannot be entertained as an Industrial Dispute. Though the Educational Institutions are termed as industries, the Teachers cannot be considered as workmen and therefore, he is not eligible to claim anything against this respondent. It is further, argued that this petitioner cannot claim anything even under his fixed term contract as per the Judgment reported in AIR 2012 SC 729. Further, it is argued that the respondent Principal is not the authorized person to appoint any person and it has to be done by the Appointment Committee alone. Since, the School is under the control of the agency at France and the said Agency at France has to be added as necessary party to this case and hence, this case has to be dismissed for non-joinder of necessary parties. The respondent side Counsel argued that as this petitioner has been employed under the category of contract of employment for Locally Recruited Staff on fixed term of contract his service comes to an end automatically on 14-07-2014 and it was not renewed by the Principal and therefore, he cannot seek any claim against this respondent/management and hence, he prayed dismissal of this Industrial Dispute with cost.

8. *Points for consideration:*

1. Whether the termination of this petitioner is valid or not?

2. Whether the plea of the petitioner is that his application for the post was not considered with *mala fide* intention is correct or not?

3. Whether this petitioner is workman or not?

4. Whether this petitioner is entitled for reinstatement and other benefits or not?

5. Whether the termination of this petitioner, over non-employment is justified or not? Whether he is entitle for any other monetary relief?

9. *Point No.1.*

Whether the termination of this petitioner is valid or not?

This petitioner has pleaded that he was appointed as a Teacher in the respondent School from July 2012 to July 2013 and from July 2013 to July 2014 and he has deposed as PW1, in support of his plea, and marked Ex.P2 to P6 on his side. Ex.P2 to P5 and P6 would goes to shows that this petitioner has been employed in the respondent School on the basis of "Contract of Employment for Locally Recruited Staff on Fixed Term Contracts". As per the abovesaid contracts of employment, this petitioner has been employed in the School as a teaching staff in the field of History and Geography, Biology and for the purpose of completing a Specific Temporary Mission and the details are given below:

Ex.P2	16-07-2012 – 14-07-2013	History and Geography Teacher.	365 Days
Ex.P3	17-07-2013 – 31-07-2013	For the purpose of completing Specific Temporary Mission.	14 days
Ex.P4	01-08-2013 – 30-08-2013	For the purpose of completing Specific Temporary Mission.	30 days
Ex.P5	10-09-2013 – 22-11-2013	For the purpose of completing Specific Temporary Mission.	74 days
Ex.P6	23-11-2013 – 14-07-2014	Biology Teacher	234 days

All the abovesaid documents would goes to shows that this petitioner has been employed for a Specific period only. That is he was employed for a fixed period on fixed term of contracts.

10. Now, let us see the document No. Ex.P1 which contains the rules and regulations of the respondent School. The rules and regulations of the School was explained in detail under IX sections with numerous number of Articles. Wherein, the termination of employment was dealt with in section VIII. Article 27.3 in section VIII empowered the Principal to terminate the contract, Article 28 deals with termination of employees who worked under (non-fixed term) on going employment contracts and Article 29 deals with termination of fixed term employment contracts. As per Article 27.3 the Principal is having discretion power either to renew it or not. Here in this case, the Principal has not renewed the fixed term contract of this petitioner. Further, as per Article 29 the fixed term employment contracts can be terminated as mentioned below:

> "in case of fixed term contracts unless there has been a provisional short comings warranting dismissal, the establishment must give one month notice or equivalent in salary, when the contract reaches its term". Therefore, as per Article 29 the fixed term employment contract will comes to an end when it reaches its term. But, if the fixed term contract has to be terminated in the middle of the term, in case of warranting on provisional short comings, the establishment has to give one month notice or it has to give one month salary in *lieu of* notice. Therefore, as per the abovesaid Article, this petitioner can be removed from the service after giving one month

notice, if he was removed from the service in the middle of the term, and if, it comes to an end by its term no such notice is necessary. Here in this case the term of contract comes to an end on 14-07-2014 automatically as it has reached its term, it shows that he was not terminated from the service either by inspection report of the Principal or by the decision of Local Consultative Commission. Therefore, the termination of this petitioner from his service is valid one as it was done as per the terms of contract. Further, it shows that he was not terminated from his service with *mala fide* intention by the respondent management.

11. This petitioner has pleaded and deposed that he was removed from his service as Ex.P7 during the existence of fixed term contract till 14-07-2014. But, on perusal of Ex.P7 it is found that the Principal of the respondent School has intimated this petitioner that his contract comes to an end on 14-07-2014 only. Further, the Principal of the respondent school has intimated that the formal application filed by this petitioner for the post of Biology Teacher has not been selected by the Locally Consultative Commission on 20-03-2014. Further, the Principal of the respondent School has not stated that his term of contract comes to an end either on 20-03-2014 or 26-03-2014. Therefore, there was no termination during the existence of the contract as alleged by this petitioner but, he has mis-conceived it, as if, he was removed from service as per the letter, dated 26-03-2014. It is clearly explained in Ex.P11 and P28 also.

12. Further, on perusal of Ex.P2 to Ex.P6 it is found that nothing was mentioned in the abovesaid contract that he was eligible for permanent job or later. Hence, Ex.P2 to P6 would goes to show that his fixed term of contracts cannot be consider for further, appointments in the abovesaid school. Hence, this Court come to the conclusion that the termination of this petitioner as occurred as per the terms of contract and as per Article 29 in section II of the rules and regulations of the management and not as per the findings in Ex.P7. Hence, the termination of this petitioner is decided as valid one.

13. *Point No.2.*

Whether the plea of the petitioner is that his application for the post was not consider with *mala fide* intention is correct or not?

To decide the abovesaid aspects, this Court inclined to peruse the document marked as Ex.P11, Ex.P15, Ex.P25 and Ex.P28. As per the Ex.P11 he has been intimated by the LCC that the LCC has not raised the class visit report filed by the Principal and which did not influenced its decision. Further, it has also intimated that there were three candidates for the posting and two of them had French teaching Diploma in the discipline and the degrees hold by this petitioner was not of the same nature and the LCC had given priority to the French Diplomas of Education in the discipline and had ranked the first two candidates and it has not ranked this petitioner in the list itself. It has further intimated that the decision was taken unanimously by the members of the LCC and it was adopted and therefore, his candidature was not selected for the post. The document marked as Ex.P15 is the letter sent by this petitioner to the Counselor for Cooperation and Cultural Action Committee on 23-04-2014 wherein, he has mentioned as follows:

"In your letter, you state that the French Diplomas are a priority and that the Principal report did not influence the decision of the LCC. If, French Diplomas have priority, if the Principal's report did not influence your decision:

1. You should have, at least, ranked me on 3rd position on the list since there were only three candidates

2. Being in services on a vacant posting, so priority should have been given, and list me at least 3rd position.

14. Therefore, it seems that this petitioner has made a request to place him in the 3rd rank in the candidature list. Further, the abovesaid request was accepted by the Local Consultative Committee and it was discussed in the meeting that was held on 17-11-2014 and his candidature was kept in 3rd rank and it was also informed to this petitioner by its letter on 20-11-2014 and it was marked as Ex.P25. It shows that this petitioner himself requested that the priority given to French Diploma holders and he himself requested his candidature in the 3rd place. Further, it has also sent a letter to this petitioner on 27-04-2015 it was marked as Ex.P28 and it has explained that the recruitment in the History and Geography has been done accordance with the ranked applications and as this petitioner's rank was in 3rd position, LCC was not able to select this petitioner for the History and Geography Teacher post. Hence, on perusal of the Ex.P11, 15, 25 and 28 that this Court comes to the conclusion that the candidature of this petitioner was not rejected with *mala fide* intention and the non-selection of this petitioner to the post of History and Geography was done according to the rules and regulations and as per the decisions taken down by the LCC Committee. This petitioner has plead that he was a Ph.D., Scholar and he has more qualification

than those who was appointed to the field of teaching History and Geography and Biology. Further, he has plead that under Article 3.2 in section II of the internal rules and regulations this candidature has to be considered for permanent job. Therefore, this Court inclined to peruse the Article 3.2., section II. Article 3.2 related to recruitment procedure. Article 3.1 says that recruitment of employees can be/has to be performed by the Local Consultative Committee, Article 3.2 runs as follows "the employer shall give the candidates sufficient information about the proposed job by means of a job specification sheet; and the job specification sheet shall include the following.

(i) the nature of the functions,

(ii) the pay,

(iii) the hours

(iv) and other imposed requirements (age-limit, required qualification and experience, *etc*.)

(v) A candidate with qualifications higher than those specified can be recruited for a job; this however shall have no bearing on the job category or entitlements, neither at the time of recruitment or later.

On perusal of Article 3.2 it seems that a candidate with higher qualification can also be considered for the job. However, his higher qualification has no bearing on the job category and entitlements neither at the time of recruitment or later. So, therefore, even if, the petitioner is having higher qualification, he cannot take it as a tool at the time of recruitment or later. Hence, Article 3.2 also never empowered this petitioner to seek any advantage on the basis of his higher qualification. Therefore, under Article 3.2 also this petitioner cannot seek any relief on the basis of his higher qualification.

15. *Point No.3.*

Whether this petitioner is workman or not?

This petitioner has plead and deposed that he had worked more than 240 days in a year. On perusal of Ex.P2 to P6 it is found to be correct. Therefore, on the basis of the number of days of work, this petitioner status can be consider as a workman under section 25 (B) (2) (ii) of Industrial Dispute Act. But, this is not only criteria to consider this petitioner as a workman. Whether the nature of work that he performed comes under the category of workman has also to be decided, in terms of section 2 (s) of Industrial Disputes Act. At this juncture, the respondent side Counsel has filed a citation reported in 2007 (1) Chandigarh Law Times 95, the abovesaid Judgment was rendered in

Y.M.C.A. College Sports Higher Secondary School (Sports Wing)

Vs.

The Presiding Officer, Principal Labour Court and Another

16. *Wherein Para No. 10, 11 and 12 runs as follows;*

The second respondent is a non-teaching staff, employed in the petitioner aided school. Whether a non-teaching staff of an Educational Institution is a workman or not, was considered by the Honourable Supreme Court in the decision reported in (2004) 1 SCC 755 (Ahmedabad Private Primary Teachers Association *vs.* Administrative Officer). In the said decision it is held that the Teachers in the schools cannot be termed as employees under the Labour Laws so long as they are engaged in teaching. The said position is made clear in the decision reported in 1989 1 LLJ 61 (Miss. A. Sundarambal *Vs.* Government of Goa, Daman and Diu and others) wherein the Honourable Supreme Court held thus,

"The question for consideration is whether even after the inclusion of the above two classes of employees in the definition of the expression workman in the Act a Teacher in a School can be called a workman. We are of the view that the teachers employed by Educational Institutions whether they are imparting Primary, Secondary, Graduate or Postgraduate Education, cannot be called as workman within the meaning of section 2(s) of the Act. Imparting of education which is the main function of Teachers cannot be considered as skilled or unskilled manual work or supervisory work or technical work or clerical work. Imparting of educations in the nature of a mission or a noble vocation. A Teacher educates children, he moulds their character, builds up their personality and makes them fit to become responsible citizens. Children grow under the care of Teachers. The clerical work, if any they may do, is only incidental to their principal work of teaching. We agree with the reasons given by the High Court for taking the view that Teachers cannot be treated as workman as defined under the Act. It is not possible to accept the suggestion that having regard to the object of the Act, all employees in an industry except those falling under the four exceptions (i) to (iv) in section 2(s) of the Act should be treated as workmen. The acceptance of this argument will render the words to do any skilled or unskilled manual, supervisory, technical or clerical work meaningless".

17. Whether the Educational Institution is an industry or not, came up for consideration before the Honourable Supreme Court in the decision reported in (1978) 1 LLJ 349 (Bangalore Water Supply and Sewarage Board *Vs.* A. Rajappa). In the said decision, the Educational Institutions were held as industry and the non-teaching staff were held as workmen.

18. Similar issue was decided by the Honourable Supreme Court in the decision reported in 1988 (1) LLN 9 (C.M.C. Hospital Employees Union *Vs.* C.M.C. Vellore Association). In the said decision it is held that even against the minority institution, the Labour Court has got jurisdiction and it will not be an infringement on the fundamental right guaranteed under Article 30(1) of the Constitution of India. It is specifically held therein that the Christian Medical College Hospital, attached thereto constituted an industry and the Labour Court has got right to adjudicate the matter even against the minority institutions.

As per the abovesaid citation though the Educational Institutions can be considered as an industry, the Teachers in the abovesaid industry cannot be considered as workman as the Teachers has not come under the purview of section 2(s) (i-iv). Further, it has held that the staffs other than teachers alone can be consider as workman. Hence, as per the abovesaid Judgment this petitioner cannot be consider as a workman as per the nature of his service rendered. Further, the respondent has filed another Judgment reported in 1990 (1) MLJ 555 rendered in

Management, Sacred Heart Convent High School, Panruti, South Arcot

Vs.

Sate of Tamil Nadu and Others.

19. *Wherein in para No. 2 and 4 runs as follows:*

The contention raised on behalf of the petitioner is that if, the Industrial Disputes Act is applied to teaching institution of the petitioner, the rights guaranteed to the minority institution under Article 30(1) of the Constitution will stand violated. It is not necessary to go into the various points raised in the developing of the Industrial Law in relation to Educational Institutions. In Bangalore Water Supply and Sewerage Board *Vs.* Rajappa and others (1978-I-LLJ-349), the Supreme Court of India has held that even Educational Institution can be brought within the definition of industry under the Industrial Disputes Act. In the said decisions (sic) while held that Educational Institution was an industry, an observation was made that it was possible for some of the employees in that industry might not be workman. The questions has now been resolved in Miss A. Sundarambal *Vs.* Government of Goa, Daman and Diu and others, (1989-I-LLJ-61). After considering all the earlier decisions, the Supreme Court of India lays down the law as follows (P.65):

"The question for consideration is whether even after the inclusion of the above two classes of employees in the definition of the expression workman in the Act a Teacher in a School can be called a workman. We are of the view that the Teachers employed by Educational Institutions whether they are Imparting Primary, Secondary, Graduate or Postgraduate Education, cannot be called as workman within the meaning of section 2(s) of the Act. Imparting of Education which is the main function of Teachers cannot be considered as skilled or unskilled manual work or supervisory work or technical work or clerical work. Imparting of educations in the nature of a mission or a noble vocation. A Teacher educates children, he moulds their character, builds up their personality and makes them fit to become responsible citizens. Children grow under the care of Teachers. The clerical work, if any they may do, is only incidental to their principal work of teaching. We agree with the reasons given by the High Court for taking the view that Teachers cannot be treated as workman as defined under the Act. It is not possible to accept the suggestion that having regard to the object of the Act, all employees in an industry except those falling under the four exceptions (i) to (iv) in section 2(s) of the Act should be treated as workmen. The acceptance of this argument will render the words to do any skilled or unskilled manual, supervisory, technical or clerical work meaningless".

20. Further, in the passage quoted above from the decision of the Supreme Court in Miss. A. Sundarambal *Vs.* Government of Goa, Daman and Diu and others, (supra) there is reference to the fact that imparting of education is the nature of a mission or a noble vocation. A Teacher educates children, he moulds their character, builds up their personality and makes them fit to become responsible citizens. Similarly, in University of Delhi and Another *vs.* Ram Nath (1963-II-LLJ-335), there is a reference to the fact that Teachers build up the physical and mental standards of a student. These observations of the Supreme Court also support the view that a Physical Education Teacher should be treated in all respects as equivalent to other teaching staff. It follows therefore that on the simple ground that

the second respondent is not a workman within the meaning of the Industrial Disputes Act, the impugned Government Order making a reference under section 10(1) (c) of the Industrial disputes Act for adjudication by the third respondent is found to be without jurisdiction. Accordingly, the Writ Petition is allowed. The impugned order is quashed. There will be no order as to costs.

In that case also the Hon'ble High Court was held that the Teachers cannot be treated as workman under section 2(s) of Industrial Disputes Act.

The respondent has filed another Judgment reported in AIR 2012 SC 729 and the abovesaid Judgment was rendered in

GRIDCO Limited and Another

Vs.

Sri Sadanada Doloi and Others.

21. *In the above said citation Para No. 26, 27 and 28 runs as follows:*

> A conspectus of the pronouncements of this Court and the development of law over the past few decades thus show that there has been a notable shift from the stated legal position settled in earlier decisions, that termination of a contractual employment in accordance with the terms of the contract was permissible and the employee could claim no protective against such termination even when one of the contracting parties happened to be the state. Remedy for a breach of a contractual condition was also by way of civil action for damages/compensation. With the development of law relating to judicial review of administrative actions, a Writ Court can now examined the validity of a termination order passed by public authority. It is no longer open to the authority passing the order to argue that its action being in the realm of contract is not open to judicial review. A Writ Court is entitled to judicially review the action and determine whether there was any illegality, perversity, unreasonableness, unfairness or irrationality that would vitiate the action, no matter the action is in the realm of contract. Having said that we must add that judicial review cannot extend to the Court acting as an Appellate Authority sitting in judgment over the decision. The Court cannot sit in the arm chair of the Administrator to decide whether a more reasonable decision or course of action could have been taken in the circumstances. So, long as the action taken by the authority is not shown to be vitiated by the infirmities referred to above and so long as the action is not demonstrably in outrages defiance of logic, the writ Court would do well to respect the decision under challenge.

22. Applying the above principles to the case at hand, we have no hesitation in saying that there is no material to show that there is any unreasonableness, unfairness, perversity or irrationality in the action taken by the Corporation. The regulations governing the service conditions of the employees of the Corporation, make it clear that officers in the category above E-9 had to be appointed only on contractual basis.

23. It is also evident that the renewal of the contract of employment depended upon the perception of the management as to the usefulness of the respondent and the need for an incumbent in the position held by him. Both these aspects rested entirely in the discretion of the Corporation. The respondent was in the service of another employer before he chose to accept a contractual employment offered to him by the Corporation which was limited in tenure and terminable by three months' notice on either side. In that view, therefore, there was no element of any unfair treatment or unequal bargaining power between the appellant and the respondent to call for an over-sympathetic or protective approach towards the latter. We need the remind ourselves that in the modern commercial world, executives are engaged on account of their expertise in a particular field and those who are so employed are free to leave or be asked to leave by the employer. Contractual appointments work only if, the same are mutually beneficial to both the contracting parties and not otherwise. As per the abovesaid citation, the contractual employment can be terminated in accordance with terms of contract only and the contract employee could not claim anything against such termination. The remedy available for the aggrieved person is only under the contract Act alone. In the present case also, this petitioner was employed on fixed term contract. Therefore, he cannot raise any claim before this Tribunal under Industrial Disputes Act. If at all this petitioner felt aggrieved for the breach of contract he can seek his remedy before the Civil Court either under Contractual Act or under CLRA Act only. As per the abovesaid Judgment also, this petitioner cannot claim any right over his non-employment before this Tribunal even under the caption/category of workman.

24. Now, this Court inclined to go through the citations filed on the side of the petitioner and whether this petitioner could claim anything as per the Judgments filed by him.

This petitioner has produced a citation dated on 10th April, 2006 delivered by the Hon'ble Supreme Court of India in

Secretary, State of Karnataka and

Vs.

Umadevi and Others

in the abovesaid case the Hon'ble Supreme Court has held as follows:

> "if for any reason, an *ad hoc* or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State".

25. With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent -- the distinction between regularization and making permanent, was not emphasized here -- can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect, the direction made in paragraph 50 of Piara Singh (supra) are to some extent inconsistent with the conclusion in paragraph 45 therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all *ad hoc*, temporary or casual employees engaged without following the regular recruitment procedure should be made permanent.

As per the abovesaid Judgment *ad hoc*, temporary or casual employees engaged without following the regular recruitment procedure should not be made permanent. On careful consideration of this citation this Court come to the conclusion that even this Judgment is also not in his favour.

26. This petitioner has produced the Judgment on 6th February, 1998 by Hon'ble Supreme Court of India in

Uptron India Limited

Vs.

Shammi Bhan and Anr

27. In the abovesaid citation the petitioner who is an operator was under training and his post was confirmed on 13-07-1982 and therefore, he was made as permanent employee and he was removed from his service for his absence. But, here in this case this petitioner is a teacher and the case on hand is not similar to that of the fact in the abovesaid citation. Hence, it is considered as irrelevant to this present case.

28. This petitioner has produced another Judgment, dated on 1st July, 2010 by the Bombay High Court in

Masina Hospital

Vs.

Sunanda Hari Kadam

The abovesaid citation related to the appointment of the ward boy in the hospital who had rendered in 20 years of service as he was the Union leader and he has been removed from the service for some charges. But, the fact of the present case is not similar to the fact in the abovesaid Judgment. Hence, this Court consider the abovesaid citation as not relevant to the present case.

29. This petitioner has produced another Judgment reported in

Hindustan Tin Works Pvt. Ltd.

Vs.

Employees of Hindustan Tin Works

reported in 1979 AIR 75. The abovesaid case dealt with dispute arises out of retrenchment of employees due to the non availability of raw material and related to the dispute regarding the retrenchment wages. Wherein, the claimants are workman in the industry but, in the present case, the petitioner is not at a workman and therefore, the abovesaid citation is not relevant to this case on hand.

30. This petitioner has produced another citation reported in

Jaipur Zila Sahakari Bhoomi Vikas

Vs.

Ram Gopal Sharma and Ors on 17 January, 2002

The abovesaid case related to the dispute that arises under sction 33 of Industrial Disputes Act and it relates to the change in service condition of the employees. The fact in the abovesaid case is not relevant to this case.

31. This petitioner is produced another citation reported in

Om Prakash

Vs.

M/s. Lamba Plastics on 10 March, 2010

The abovesaid case related to the dispute of termination of service of a Machine man who was rendered nearly six years of service, but, here this under section 2 (s) of Industrial Disputes Act. Therefore, the abovesaid citation also is not relevant to this case of hand.

32. The petitioner has filed a citation reported in

Government of National Capital

Vs.

Mrs. Kamlesh and Anr. On 1st August, 1995

The abovesaid citation is related to the dispute of a daily wager/casual worker. He was decided as a workman, working as Safai Karmachari but, the petitioner in this case is a teacher. Therefore, the fact of the above citation seems to be not relevant to this case.

33. This petitioner has produced the citation reported in, dated 24-04-2009 by the Hon'ble Guwahati High Court,

T. Lalvulliana

Vs.

State of Mizoram and Ors.

34. *The third and fourth paragraph runs as follows:*

The case of the writ petitioner can be briefly stated as under:

In the year 1999 for filling up of 19 regular vacant posts of Middle School Teacher in the scale of ₹ 1,640-2,900 per month plus other allowances, the respondent No. 3 issued an advertisement through Employment Exchange. The petitioner having had the eligibility for the post submitted his application for appointing him in one of the posts so advertised. Written test was held on 13-08-1999. Thereafter, the Departmental Promotion Committee (hereinafter referred as to DPC) appointed the petitioner to the post of Middle School Teacher *vide* Office Order under Memo No. A.22014/2001-DTE(EDS), dated 29-11-2001 at a fixed pay of ₹ 3,500 per month for a period of two years. In the said order it was also provided that on completion of the period of probation for two years, the petitioner would be regularized subject to his satisfactory performance during the probation period. The petitioner accordingly was discharging his duties on fixed pay to the satisfaction of the respondent authorities.

35. It is contended that as the services of the petitioner along with similarly situated colleagues were not regularized even after completion of their probation period satisfactorily, the petitioner's colleagues had approach this Court by filing a joint Writ Petition being No. 50 of 2005 which was disposed of *vide* Judgment and Order, dated 06-05-2005 with a direction to the petitioners to file representation to the concerned authority within three weeks and the concerned authority was to dispose of the same within one month. Accordingly, the petitioners' colleague in other words the similarly situated Teachers submitted representation to the concerned authority on the basis of which the State respondents decided that the School authority should initiate and submit a proposal to the Government, which would be examined as per established procedure.

On perusal of the abovesaid citation it is found that it is a case related to a middle School Teacher whose probation period was under dispute in par with his colleagues, but, here in this case, the dispute is not related to probation period and therefore, this Court come to the conclusion the abovesaid citation is not relevant to this case on hand.

36. This petitioner has produced the citation reported in ILR 2001 KAR 4835 in the abovesaid citation was given in

The Manipal Academy of Higher

Vs.

R. Swaminathan and Anr

37. *In the citation 6th para runs as follows:*

Now, the question is whether the services of a probationer can be terminated without his completing the period of probation. To appreciate this, it is necessary to state the relevant portion of the appointment order, which reads:

So, as per the abovesaid citation the probation period of workman under dispute, but, here in this case, this petitioner was not terminated for non satisfaction of his probation period and therefore, the abovesaid citation was also not relevant to the present case.

38. This petitioner has produced another Judgment reported in

Deepali Gundu Surwase

Vs.

Kranti Junior Adhyapak and Ors on 12th August, 2013

39. *Para No.2 and 3 of the Judgment runs as follows:*

> The question which arises for consideration in this appeal filed against order, dated 28-09-2011 passed by the learned Single Judge of the Bombay High Court, Aurangabad Bench is whether the appellant is entitled to wages for the period during which she was forcibly kept out of service by the management of the school.

40. The appellant was appointed as a Teacher in Nandanvan Vidya Mandir (Primary School) run by a trust established and controlled by Bagade family. The grant-in-aid given by the State Government, which included rent for the building was received by Bagade family because the premises belonged to one of its members, namely, Shri Dulichand. In 2005, the Municipal Corporation of Aurangabad raised a tax bill of ₹ 79,974 by treating the property as commercial. Thereupon, the Headmistress of the School, who was also President of the Trust, addressed a letter to all the employees including the appellant requiring them to contribute a sum of ₹ 1,500 per month towards the tax liability. The appellant refused to comply with the dictate of the Headmistress. Annoyed by this, the management issued as many as 25 memos to the appellant and then placed her under suspension *vide* letter, dated 14-11-2006. She submitted reply to each and every memorandum and denied the allegations. Education Officer (Primary) Zilla Parishad, Aurangabad did not approve the appellants suspension. However, the letter of suspension was not revoked. She was not even paid subsistence allowance in terms of the Maharashtra Employees of Private Schools (Conditions of Service) Rules, 1981 (for short, the Rules) framed under section 16 of the Maharashtra Employees of Private Schools (Conditions of Service) Regulation Act, 1977 (for short, the Act). from the abovesaid paragraph it is found that the dispute was with respect to the wages for the period during which he was forcefully kept out of service by the management School, but, here in this case the challenge or dispute was not with respect to the wages for the period in out of service. Therefore, the fact in the abovesaid case was also not related to this case. So, considering the above said citation, this Court come to the conclusion that this petitioner was not a workman and therefore, he cannot raised any claim over his non-employment under the Industrial Disputes Act.

41. As per the citation report in Gridco Limited

AIR 2012 SC 729 also this petitioner cannot claim anything before this Court under the category contractual employer also. Hence, this point is answered against this petitioner.

42. *Point No.4 and 5 jointly.*

Whether this petitioner is entitled for reinstatement and other benefits or not?

Whether the termination of this petitioner over non-employment is justified or not? Whether he is entitle for any other monetary relief?

43. Already this Court has decided point No.1 to 3 against this petitioner and thereby this Court decided that he is not entitled for reinstatement and other benefits. Hence, this points are also decided against this petitioner and hence, this dispute raised by this petitioner over his non-employment against the respondent is decided as unjustified.

44. In this result, this petition is dismissed as the industrial dispute by the petitioner against the respondent over the non-employment is decided as unjustified. No cost.

Dictated to Stenographer, transcribed by him, corrected and pronounced by me in the open Court on this the 23rd day of September, 2019.

V. PANDIARAJ ,
Presiding Officer,
Industrial Tribunal-*cum*-
Labour Court, Puducherry.

List of petitioner's witnesses:

PW.1	— 30-03-2016 —	Louis Gilbert Aroquiassamy @ Samicannou
PW.2	— 12-04-2017 —	Louis Gajalakshmi
PW.3	— 06-06-2017 —	Pragash Eganadane

List of petitioner's exhibits:

Ex.P1 — Copy of the rules and regulations for personnel recruited locally in India by the respondent.

Ex.P2 — Copy of the contract of employment for locally recruited staff on fixed-term contract between the petitioner and respondent, dated 24-07-2012.

Ex.P3 — Copy of the contract of employment for locally recruited staff on fixed-term contract between the petitioner and respondent, dated 26-07-2012.

Ex.P4 — Copy of the extension of contract, dated 17-07-2013 with translation, dated 23-08-2013.

Ex.P5 — Copy of the extension of contract, dated 17-07-2013 with translation.

Ex.P6 — Copy of the contract of employment for locally recruited staff on fixed-term contract between the petitioner and respondent, dated 4-12-2013.

Ex.P7 — Copy of the Letter to the petitioner from respondent with translation, dated 26-03-2014.

Ex.P8 — Copy of the complaint to the hygiene, security and Working conditions Committee with translation, dated 10-03-2014.

Ex.P9 — Copy of the inspection report made by respondent with translation, dated 20-03-2014.

Ex.P10 — Copy of the reply from petitioner to respondent with translation, dated 24-03-2014.

Ex.P11 — Copy of the letter from the Counselor for Cooperation and Cultural Action to the petitioner with translation, dated 08-04-2014.

Ex.P12 — Copy of the Ph.D. Certificate of the petitioner.

Ex.P13 — Copy of the certificate of registration of the petitioner from Alternative Medical Council Calcutta, dated 23-11-2010.

Ex.P14 — Copy of the mark sheet of the petitioner from Alternative Medical Council Calcutta.

Ex.P15 — Copy of the petitioners letter to the Counselor for Cooperation and Cultural Action with translation, dated 23-04-2014.

Ex.P16 — Copy of the master degree attestation from University of Nice France with translation, dated 22-05-1990.

Ex.P17 — Copy of the year end report of the petitioner by the previous principal with translation, dated 19-4-2013.

Ex.P18 — Copy of the office legal notice, dated 15-11-2014.

Ex.P19 — Copy of the Acknowledgment Card signed by the respondent, dated 17-11-2014.

Ex.P20 — Copy of the petitioners mark sheet in geography of University of Nice France with translation, dated 23-07-1986.

Ex.P21 — Copy of the website publication of job offer by the respondent with translation, dated 20-01-2015.

Ex.P22 — Copy of the contract of employment for locally recruited staff on fixed-term contract between the petitioner and respondent, dated 12-01-2015.

Ex.P23 — Copy of the extension No.1 of contract signed on 12.01.2015, dt.1.2.2015.

Ex.P24 — Copy of the extension No. 2 of contract signed on 12-01-2015, dated 12-02-2015.

Ex.P25 — Copy of the Local Consultative Committee's decision to petitioner's appointment in 3rd position, dated 20-11-2014.

Ex.P26 — Copy of the Acknowledgment Card signed by the Director of AFEA, dated 05-12-2014.

Ex.P27 — Copy of the letter from Department Posts intimating delivery of legal notice to the Counselor for cooperation and cultural action, dated 16-12-2014.

Ex.P28 — Copy of the letter to the petitioner from the respondent with translation, dated 27-04-2015.

Ex.P29 — Copy of the latest remuneration proposal by the respondent with translation, dated 09-01-2015.

Ex.P30 — Copy of the letter to the Conciliation Officer received on 22-12-2014, dated 21-12-2014.

Ex.P31 — Copy of the reply of the respondent to Conciliation Officer, dated 16-01-2015.

Ex.P32 — Copy of the petitioners reply to the respondents letter addressed to the Conciliation Officer, dated 9-2-2015.

Ex.P33 — Copy of the report on failure of Conciliation by the Labour Officer (Conciliation), dated 22-09-2015.

Ex.P34 — Copy of the Order of the Government of Puducherry for publication in the Official Gazette and notification to the Labour Court, Puducherry for adjudication, dated 3-11-2015.

Ex.P35 — Copy of the petitioners experience certificate issued by the French Ministry of Education, dated 23-11-1995.

Ex.P36— Copy of the contract of employment for locally recruited staff on fixed-term contract between PW.3 and respondent, dated 01-07-2014.

Ex.P37— Translation copy of salary slip (Bulletin De Salaire) of the Mr. Eganadane Pragash, dated 31-08-2015.

Ex.P38— Translation copy of salary slip (Bulletin De Salaire) of the Mr. Eganadane Pragash, dated 31-12-2015.

Ex.P39 — Translation copy of Contract terminator prior notice, dated 01-10-2015.

Ex.P40— Copy of Indian Employment Visa Rules as on 08-01-2014.

Ex.P41— Copy of HDFC loan disbursement letter, dated 23-12-2014.

List of respondent's witnesses: Nil

List of respondent's exhibits:

Ex.R1 — 16-05-2017 Non-payment of receipt of the PW.3's daughter namely, Roshini sent by the respondent.

Ex.R2 — 16-05-2017 Non-payment of receipt of the PW.3's daughter namely, Yamini sent by the respondent.

Ex.R3 — 04-01-2016 Notice sent by the respondent to the PW.3, dated 04-01-2016.

V. PANDIARAJ ,
Presiding Officer,
Industrial Tribunal-*cum*-
Labour Court, Puducherry.

புதுச்சேரி அரசு

துணை மாவட்ட ஆட்சியர் (வருவாய்) அலுவலகம், காரைக்கால்

எண் 12136/மாசாஆ/காரை/பி5/2019.

அறிவிப்பு

[புதுச்சேரி நில மானிய விதி 1975, விதி 60(iii)-ன் கீழ்]

புதுச்சேரி அரசால், தங்களுக்கு ஒப்படை செய்யப்பட்ட கீழ்காணும் நிலவிவரங்களுடைய இடத்தில் தாங்கள் வீடு கட்டாமலோ அல்லது குடியிருக்காமலோ இருப்பதன் மூலம் தங்களுக்கு வழங்கப்பட்ட நில ஒப்படை ஆணையில் காணப்படும் நிபந்தனை (2)-ஐ தாங்கள் கடைபிடிக்காததை அறியவும்.

ஆதலால் இவ்வறிவிப்பு கிடைக்கப்பெற்ற 15 நாட்களுக்குள் தங்களுக்கு வழங்கப்பட்ட இடத்தினை ஏன் அரசே திரும்ப எடுத்துக்கொள்ளக்கூடாது என்பதற்கான காரணங்களை இவ்வலுவலகத்திற்குத் தெரிவிக்கும்படி கேட்டுக்கொள்ளப்படுகிறது. இது தொடர்பாக தாங்கள் கருத்து ஏதேனும் தெரிவிக்க விரும்பினால், மேற்குறிப்பிட்ட காலக்கெடுவிற்குள் கீழ் கையொப்பமிட்டுள்ள அதிகாரியிடம் நேரில் முறையிடலாம்.

குறிப்பிட்ட காலக்கெடுவிற்குள் தாங்கள் நேரிலோ அல்லது கடிதம் வாயிலாகவோ தங்களது கருத்தைத் தெரிவிக்காவிடில் தங்களிடம் கருத்துக்கூற ஏதும் இல்லை எனக்கருதப்பட்டு இதற்கு மேல் எந்த அறிவிப்புமின்றி தாங்களுக்கு வழங்கப்பட்ட நில ஒப்படை ஆணை ரத்து செய்யப்படும்.

காரைக்கால், 2019 (கர) டிசம்பர் மீ 03 உ.

மூ. ஆதர்ஷ்,
துணை ஆட்சியர் (வருவாய்).

ANNEXURE – I

Sl. No.	Name of Assignee	Town Survey No.	LGR No.	Extent	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
				H. A. Ca.	
LGR Samathuvarpuram Vacancy No. 27. Darumapuram Revenue Village					
1	Noornisha, w/o. Mohammed Usuf and Mohammed Usuf, s/o. Mohammed Ibrahim.	E/10/5/4	223/03-04	0 00 76	Vacant