



புதுச்சேரி மாநில அரசிதழ்

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அதிகாரம் பெற்ற வெளியீடு

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பொருளடக்கம்

SOMMAIRES

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 104/AIL/Lab./T/2022,
Puducherry, dated 27th June 2022)

NOTIFICATION

Whereas, an Award in I.D. (L) No. 11/2014, dated 15-03-2022 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of the industrial dispute between the management of M/s. Soundararaja Mills Limited, Nedungadu, Karaikal and its workman Thiru R. Kannaiyan, over reinstatement with back wages;

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)

D. MOHAN KUMAR,

Under Secretary to Government (Labour).

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

Present : Thiru R. BHARANIDHARAN, M.L.
Presiding Officer.

Tuesday, the 15th day of March 2022.

I.D. (L) No. 11/2014

in

C.N.R. No. PYPY06-000024-2014

1. R. Kannaiyan (Died),
Rep. by his next friend/legal heir.
2. K. Nalini,
No. 21, Mill Colony,
Nedungadu, Karaikal. . . Petitioners

Amended as per Order in I.A. No.276/2017 in I.D. (L) No. 11/2014, dated 17-11-2017.

Versus

The Management,
Soundararaja Mills Limited,
Nedungadu, Karaikal. . . Respondent

This industrial dispute coming on 16-02-2022 before me for final hearing in the presence of Thiru N. Ramar, representative for the petitioner and Thiru G. Jagadharaj, Counsel for the respondent, upon hearing both sides, perusing the case records, after having stood over for consideration till this day, this Court delivered the following:

AWARD

This Industrial Dispute has been referred by the Government as per the G.O. Rt. No. 19/AIL/Lab./J/2014, dated 18-02-2014 for adjudicating whether the industrial dispute raised by the petitioner Thiru R. Kannaiyan against the management of Soundararaja Mills Limited, Karaikal, over reinstatement with back wages is justified? 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. *Brief averments made in the claim Statement of the petitioner:*

The petitioner's husband the deceased Kannaian joined in the respondent's organization in the year 1983 and served as Maistry in the Department. The respondent management received resignation letters from the permanent employees by compulsion. In the vacant place of permanent employees women were employed for lesser wages without ESI and EPF benefits. The deceased employee Kannaian refused to give resignation letter as compelled by the respondent management. The respondent management assured him to pay ₹ 2,00,000 extra amount and also work till retirement along with quarters. The management has only paid ₹ 25,000 extra as promised by the management, the respondent permitted the deceased Kannaian to look after his Maistry, roller covering guard for the period of 5 years and resided in the workers quarters. The management refused to give him employment from 03-10-2010. The respondent management has also threatened him to vacate the quarters. If at all, the employee resigned voluntarily, he would have settled the accounts with the company and vacated his quarters. The deceased employee continued his permanent employment job for the past 16 years and resided in the quarters. As per the letter given by the management, dated 22-05-2005, the management is obliged to pay balance ₹ 75,000 and employment till the age of superannuation.

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

The petitioner has already resigned his job voluntarily and received his retirement benefits totaling ₹ 2,05,822 as early as on 29-12-2004 as full

and final settlement under section 18(1) with the respondent on 06-12-2004. The management asked him to vacate the quarters. In order to escape from that the petitioner raised the present dispute without any basis after a lapse of eight years. The petitioner raised dispute before the Labour Officer as per letter, dated 24-04-2012. No solution arrived at and the Labour Officer has sent a failure report. The petitioner has not raised dispute with regard to his resignation. But, raised denial of employment from 03-10-2010 is baseless and utterly false. The respondent never issued letter, dated 22-05-2005. The petitioner after receiving the letters from the respondent, dated 30-08-2011 and 12-09-2011 for vacating the quarters has raised the present dispute with *mala fide* intention. The present dispute raised before the Labour Officer for Conciliation belatedly. The respondent deny other allegations as false and imaginary.

4. On the petitioner side Kannaiyan was examined as PW.1 and through him proof affidavit was filed, Ex.P1 to Ex.P10 were marked. On the respondent side RW.1 Kamaraj was examined, Ex.R1 to R26 were marked.

5. *Points for consideration:*

Whether the non-employment of petitioner R. Kannaiyan in the respondent management is justified and for what other relief, the petitioner is entitled to?

6. On the petitioner side Tvl. Kannaiyan was examined as PW.1 and his chief affidavit was filed before this Court. In his evidence PW.1 deposed that he was joined in the services of the respondent management in the year 1983 as Mason. The respondent management has retrenched the permanent employees from the company and has engaged employees for lower wages as Scheme apprentice. The respondent has compelled more than 700 employees who tendered resignation. When, the petitioner has proceeded in tendering his resignation, the respondent has promised to give him 2,00,000 amount as additional compensation and also assured to give him employment till reach the age of 60. Based on the assurance of the respondent, the petitioner has tendered his resignation on 04-12-2014. The petitioner has received a sum of ₹ 80,293 as gratuity ₹ 53,523 as Voluntary Retirement Scheme amount and ₹ 72,000 as compensation. For 4 years, the respondent has given the petitioner employment in the roller covering Department. Thereafter, the petitioner was served as security for the monthly salary of ₹ 5,000. On 03-10-2010, the respondent management refused employment to the petitioner. The respondent has also directed the petitioner to vacate the quarters provided

for him in the factory campus. Since, there was no other alternatives, the petitioner has approached the Labour Commissioner (Conciliation) by raising an industrial dispute. The respondent has filed counter, dated 22-06-2012 before the Labour Commissioner (Conciliation) stating that the contentions raised by the petitioner are false and pray for dismissal of the complaint. The petitioner further deposed that the respondent has falsely stated that he was working as security contractor with the respondent. Infact, the petitioner was worked as Security in the respondent factory. The petitioner is a workman under section 2(s) of the Industrial Disputes Act, 1947. After tendering resignation, the petitioner served in the respondent factory for about 6 years for the monthly salary of ₹ 5,000. The respondent has to pay the balance retirement benefits to the petitioner. The petitioner has every right to continue his possession in the quarters occupied by him. The petitioner prayed for payment of back wages for the non-employment period and also direct the respondent for the payment of balance amount to the petitioner and also for a direction not to disturb his possession in the quarters.

7. On the respondent side Tvl. S. Kamaraj, Human Resources Manager of the respondent factory was examined as RW.1. Through him chief affidavit of RW.1 was filed. RW.1 deposed that the petitioner has tendered his resignation due to his family circumstances on 04-12-2004. The resignation was accepted by the management on 05-12-2004. Thereafter, under section 18(1) settlement was entered into between the petitioner and the respondent management. The petitioner has received a sum of ₹ 2,05,822 from the respondent towards full and final settlement. The petitioner has also signed in the receipt on 29-12-2004. There is no balance amount payable to the petitioner thereafter. The petitioner has falsely stated that the respondent has paid only ₹ 1,25,000. The petitioner has not served in the respondent factory as Mason for about 3 years. The RW.1 further deposed that based on continuous request of the petitioner, he was given Security Contractor work and the petitioner has supplied security personnel to the factory. The petitioner was not served as a workman after his voluntarily retirement. After the retirement, the petitioner has received his EPF amount. After the death of the petitioner Kannaiyan, presently his wife, the second petitioner is receiving the EPF amount. The petitioner being engaged as a contractor for supply of manpower has now come with a false and frivolous plea that he was a worker under the respondent management.

8. The representative of the petitioner in his vibrant arguments submit that the petitioner has tendered resignation on 04-12-2004 under Voluntary Retirement

Service Scheme and has received the monetary dues from the respondent. The petitioner has tendered his resignation only on the assurance given by the respondent that he will be permitted to occupy the quarters till the age of 60 and a alternative employment will be given to him by the respondent management. Even after his retirement he continue to live in the quarters and worked under the respondent management by receiving a sum of ₹ 5,000 as salary. On 03-10-2010, when the petitioner went to attend his regular job he was prevented by the respondent management. Even after repeated request, the petitioner was not given employment and hence, he has raised an industrial dispute before the Labour Officer (Conciliation). Even after, the voluntary retirement given by the petitioner, he was continuously engaged by the respondent and the petitioner was worked as Mason for sometime and working the roller of covering department for sometime and thereafter, worked as a Security till 03-10-2010. The petitioner was never engaged as a labour contractor by the respondent. The petitioner was permitted by the respondent to stay in the employees quarters provided by the respondent. Since, the petitioner was given reemployment by the respondent, there is an existence of employer and employee relationship between the petitioner and respondent. Since, the petitioner was engaged by the respondent as Mason and also in the roller covering department the nature of work done by the petitioner is on par with the regular employee. The work of the petitioner is supervised by the officials of the respondent management and the petitioner was continuously received ₹ 5,000 as salary. The representative further contends that it is evident for the evidence of RW.1 that only employee of the respondent factory will be allowed to stay in the quarters. The petitioner has not received any licence from the Labour Department for supply of labour to the respondent management and the petitioner has not received any ESI code or PF code. There is no agreement between the petitioner and the respondent management for the supply of manpower to the respondent factory. All along the petitioner after his tendering resignation was worked in the respondent factory continuously till 03-10-2010. The respondent management without any justifiable reason has retrenched him without extending any benefits entitled to a "workman" under section 25(F) of Industrial Disputes Act, 1947. During the pendency of this petition, the petitioner expired and his wife and daughter were impleaded as petitioner. They are entitled to claim the back wages for the non-employment period and for other attendant benefits.

9. The learned Counsel for the respondent has stoutly argued that the resignation tendered by the petitioner was accepted by the respondent on 05-12-2004

and thereafter, under section 18(1) settlement was also entered into between the parties. As per section 18(1) settlement the petitioner has received ₹ 2,05,822 on 29-12-2004 as full and final settlement, from the respondent. Thereafter, there is no employer and employee relationship between the petitioner and the respondent. The payment of amount of ₹ 2,05,822 is evident from the notices issued by the petitioner on 18-09-2011 and 20-03-2012.

10. The learned Counsel for the respondent further submit that after his resignation there is no agreement entered into between the petitioner and the respondent. The only agreement entered into between the petitioner and the respondent is an agreement for the supply of labour to the respondent factory. The petitioner has received payments for the supply of manpower and he has also signed in the receipt which was filed and marked before this Court. The respondent has permitted the petitioner to continue to occupy the quarters only on humanitarian basis. Taking advantage of the lenience shown by the respondent, the petitioner has continue to occupy the quarters even after repeated demands made by the respondent. After the death of the first petitioner his wife has vacated the quarters and handed over the possession to the respondent.

11. After his voluntarily retirement there is no employer and employee relationship existed between the petitioner and the respondent. The petitioner has supplied manpower and he was worked as a labour contractor with the respondent factory. He was not a "workman" as defined under section 2(s) of Industrial Disputes Act, 1947. The learned Counsel for the respondent further submit that the petitioner has not filed any document to establish that he was provided with alternative employment after his resignation. The petitioner has not submitted any proof for the receipt of salary from the respondent. The petitioner failed to establish the employer and employee relationship and hence, is not entitled to any relief as prayed for in the petition and pray for dismissal of the petition.

12. This Court has carefully considered the rival submissions made on both sides. There is no disagreement between the parties that the petitioner served in the respondent organization as Mason from the year 1983. According to the petitioner, he has resigned his job on the completion of the respondent and also on the assurance given by the respondent that he will be given alternative employment as well as compensation package of ₹ 2,00,000 apart from their emoluments entitled for the petitioner. The resignation letter, dated 04-12-2004 given by the petitioner was accepted by the respondent on 05-12-2004. Consequent

to 18(1) settlement, dated 06-12-2004 which is marked as Ex.R3. The petitioner has received the sum of ₹ 80,293 towards gratuity, ₹ 53,529 towards Voluntary Retirement Scheme settlement and the sum of ₹ 72,000 as compensation. All the above amounts were received by the petitioner and he has also signed receipt, dated 29-12-2004 towards full and final settlement. The petitioner has also received the EPF amount.

13. On the petitioner side it was contented the petitioner was forced to resign his job and he was also given an assurance by the respondent that he will be permitted to occupy the quarters till the age of 60 and he will be provided with alternative employment till the age of 60. The petitioner submit he was working as a Mason and in the roller covering department after his resignation and finally he served as security guard for the monthly salary of ₹ 5,000.

14. On the respondent side it was contented that the Ex.R12 service certificate was issued to the petitioner from 01-04-1983 to 04-12-2004. The learned Counsel during the course of argument submit that the alleged service certificate, dated 21-01-2005 marked as Ex.R13 is a concocted document which was created by the petitioner to substantiate his claim. The learned Counsel has invited this Court attention to Ex.R9, R10 and R11 to establish that the petitioner was worked as contractor under the respondent management for the supply of man power. Eventhough, there is no specific agreement and there is no licence obtained by the petitioner for the supply of labour to the respondent, the Ex.R9, R10 and R11 clearly shows that the petitioner has given quotation for the supply of Security Guards for various periods.

15. Since, the petitioner was prevented from the entering the factory premises from 03-10-2010, he has made several representative to the respondent management to consider his request for reinstatement. Only thereafter, the petitioner has preferred representation to the Labour Officer, (Conciliation) in Ex.P5, dated 23-08-2012. Since, the conciliation process was ended in failure, the Labour Officer (Conciliation) has given failure report, dated 03-09-2013 marked as Ex.P9.

16. On 30-08-2011, the respondent has issued notice, dated 30-08-2011 in Ex.R16 to vacate the quarters. The reminder notice, dated 21-09-2011 in Ex.R17 was also issued by the respondent. In Ex.R18, the reply was given by the petitioner wherein, he has stated that after his resignation he joined in the services of the respondent management and he worked in the department of roller controller for about 6 years and thereafter served as Security Officer for one year. In the

month of September 2010 the petitioner was prevented by the respondent from entering the factory premises without any justifiable reason. According to the petitioner immediately after employment, he was engaged by the respondent to serve as Mason and in the roller covering department. The petitioner further submit that during those periods he has received a sum of ₹ 5,000 as salary. The petitioner having claimed the back wages along with other entitlements it is just and necessary that the petitioner has to prove that he was a workman under the respondent management.

17. The prime test to prove the employer and employee relationship is the control of the management over the employee in all the stages of work. Moreover, the petitioner has to prove that he has received salary from the employer. On the respondent side Ex.P1 to Ex.P10 were marked. The petitioner has not filed any reappointment order or salary slip issued by the respondent management for the relevant period. The petitioner has not proved his employment by examining other co-workers who were worked in the respondent management at the relevant period. Mere occupation in the residential quarters allotment with the respondent will not give the petitioner the status of "workman". On the contrary, on the respondent side the security bills and quotations signed by the petitioner for service charges for providing security arrangement were marked as Ex.R9, R10 and R11. Except Ex.R20 which is the management reply wherein, the management has stated the petitioner was provided with temporary employment with roller covering department from 01-08-2009 to 30-09-2010. There is no other piece of evidence available to establish the fact that the petitioner served in the respondent as mason and roller cover department for 6 years after his resignation. Similarly, there is no piece of evidence available to prove the fact that the petitioner was employed as Security Guard for the monthly salary of ₹ 5,000 for the last one year.

18. From the discussions above made this Court is of the considered opinion that the petitioner has not established that he was a "workman" under the respondent management. The petitioner failed to prove the employer, employee relationship between the petitioner and the respondent. The petitioner failed to prove the alleged fact of his continuous working with the respondent management for about 6 years after his resignation. In so far as, the factum of receipt of the monetary entitlements is concerned the petitioner has received a total sum of ₹ 2,05,822 as full and final settlement as his retirement benefits on 29-12-2004. On the same day, the petitioner has signed the receipt Ex.R4, dated 29-12-2004 towards full and final settlement as such there is no pending dues entitled to the petitioner.

The petitioner has already vacated the quarters. The petitioner is not entitled for any back wages or any other retirement benefits.

19. In the result, this Court hold the petitioner is not entitled for any claim made in the claim petition and the petition is dismissed. No costs.

Dictated to Stenographer, transcribed by her, corrected and pronounced by me in the open Court on this the 15th day of March, 2022.

R. BHARANIDHARAN,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness:

PW.1 — 30-11-2015 Kannaiyan

List of petitioner's exhibits:

Ex.P1 — 24-04-2012 Letter sent by the petitioner to the Labour Officer.

Ex.P2 — 22-01-2005 Copy of the Service Certificate issued by the respondent management to the petitioner.

Ex.P3 — 10-04-2012 Copy of the Advocate notice sent by the respondent management to the petitioner to vacate the resident.

Ex.P4 — 22-06-2012 Copy of the letter sent by the respondent management to the Labour Officer.

Ex.P5 — 23-08-2012 Copy of the letter sent by the petitioner to the Labour Officer.

Ex.P6 — 27-09-2012 Copy of the letter sent by the respondent management to the Labour Officer.

Ex.P7 — 01-01-2001 Copy of the Apprentice Training Agreement.

Ex.P8 — 26-08-2008 Copy of the 12(3) Agreement.

Ex.P9 — 03-09-2013 Photocopy of the Failure Report.

Ex.P10 — 13-02-2014 Reference sent by the Labour Department.

List of respondent's witness:

RW.1 — 18-10-2019 Kamaraj

List of respondent's exhibits:

Ex.R1 — 04-12-2004 Copy of the resignation letter of the petitioner Kannaiyan.

Ex.R2 — 05-12-2004 Copy of the intimation given by the respondent for the acceptance of the resignation of the petitioner.

Ex.R3 — 06-12-2004 Copy of the 18(1) Agreement.

Ex.R4 — 29-12-2004 Copy of the acknowledgment receipt of the petitioner.

Ex.R5 — 12-01-2005 Copy of the letter sent by the respondent management to the Labour Officer (Conciliation), Karaikal.

Ex.R6 — 20-01-2005 Copy of the acknowledgment card.

Ex.R7 — 28-01-2005 Copy of the E.P.F. Pension withdrawal Form : 10-D of the petitioner.

Ex.R8 — 15-02-2005 Copy of the E.P.F. Scheme Form-19 of the petitioner.

Ex.R9 — 10-07-2009 Copy of the quotation given by the petitioner for providing security in the respondent management.

EX.R10 — 03-11-2009 Copy of the bill submitted by the petitioner for receiving contract charges for providing security in the respondent management.

EX.R11 — 04-02-2010 Copy of the bill submitted by the petitioner for receiving contract charges for providing security in the respondent management.

Ex.R12 — 22-01-2005 Copy of the Service Certificate issued by the respondent management.

Ex.R13 — 22-01-2005 Fabricated Service Certificate by petitioner.

Ex.R14 — 07-07-2007 VAT Tin Registration Certificate obtained from CTO Office, Karaikal.

- Ex.R15 — 03-01-2007 VAT Tin Registration Certificate obtained from DCTO-II Office, Dindigul.
- Ex.R16 — 30-08-2011 Copy of the letter sent by the respondent management to the petitioner to vacate the residents.
- Ex.R17 — 21-09-2011 Copy of the reminder letter of the respondent management to the petitioner to vacate the residents.
- Ex.R18 — 28-09-2011 Copy of the Advocate notice of the petitioner to the respondent management.
- Ex.R19 — 20-03-2012 Copy of the second Advocate Notice of the petitioner to the respondent management.
- Ex.R20 — 10-04-2012 Reply given by the respondent management to the petitioner.
- Ex.R21 — 24-04-2012 Copy of the petition given by the petitioner to the Labour Officer, Karaikal.
- Ex.R22 — 22-06-2012 Copy of the reply given by the respondent management to the Labour Officer, Karaikal.
- Ex.R23 — 23-08-2012 Copy of the petition given by the petitioner to the Labour Officer, Karaikal.
- Ex.R24 — 27-09-2012 Reply given by the respondent management to the Labour Officer, Karaikal.
- Ex.R25 — 03-09-2013 Copy of the Failure Report of the Labour Officer (Conciliation), Puducherry.
- Ex.R26 — 29-07-2009 Copy of letter issued by the respondent management to the petitioner for obtaining Man Power Contract Licence from the Labour Department.

R. BHARANIDHARAN,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 105/AIL/Lab./T/2022,
Puducherry, dated 27th June 2022)

NOTIFICATION

Whereas, an Award in I.D (L) No. 38/2018, dated 09-05-2022 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of the industrial dispute between the management of M/s. Puducherry Distilleries Limited, Puducherry and Indiya Thozhirsanga Maiyam (CITU), Mudaliarpet, Puducherry – over promotion of Thiru P. Chandramohan as Junior Operator with effect from 23-11-2009 and to grant him subsequent promotion to the post of Senior Operator with all monetary and service benefits;

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 23-05-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

D. MOHAN KUMAR,
Under Secretary to Government (Labour).

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

Present : Thiru M. ELAVARASAN, B.Sc., LLB.,
Presiding Officer (FAC).

Monday, the 09th day of May 2022.

I.D.(L). No. 38/2018

in

C.N.R. No. PYPY06-000080-2018

The Secretary,
Indiya Thozhirsanga Maiyam (CITU),
No. 42, Cuddalore Road,
Bharathi Mill Thittu,
Mudaliarpet, Puducherry. . . Petitioner

Versus

The Managing Director,
Puducherry Distilleries Limited,
Arrack Blending and Bottling Unit,
R.S.Nos. 144 and 145, Ariyapalayam,
Villianur, Puducherry. . . Respondent

This Industrial Dispute coming on this day before me for hearing, in the presence of Thiruvallargal R.T. Shankar, A. Ashokkumar, P. Suresh and B. Balamurugan, Counsels for the petitioner and Thiru B. Mohandoss, Counsel for the respondent, upon perusing the records, this Court passed the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 129/AIL/Lab./T/2018, dated 30-08-2018 of the Labour Department, Puducherry, to resolve the following dispute between the petitioner and the respondent, *viz.*, -

(i) Whether the dispute raised by Indiya Thozhirsanga Maiyam (CITU), Mudaliarpur, Puducherry, against the Management of M/s. Puducherry Distilleries Limited, Puducherry, over promotion of Thiru P. Chandramohan as Junior Operator with effect from 23-11-2009 and to grant him subsequent promotion to the post of Senior Operator with all monetary and service benefits is justified or not?

(ii) If justified, what relief P. Chandramohan is entitled to?

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

2. Today, when the case came up for hearing, not press filed and stating that the matter has been settled out of the Court and the case may be dismissed as not pressed. Memo recorded. In view of Memo, the petition is dismissed as not pressed.

Written and pronounced by me in the open Court on this the 09th day of May 2022.

M. ELAVARASAN,
Presiding Officer (FAC),
Employees State Insurance Court,
Puducherry.

புதுச்சேரி அரசு

இந்து சமய நிறுவனங்கள் மற்றும் வக்ஃபு துறை

[அரசு ஆணை பலவகை எண் 19/இசநி/கோ.3/2022
நாள் 2022 (வர்பு மார்ச் மீ 28உ.)]

ஆணை

புதுச்சேரி மாநிலம், புதுச்சேரி வட்டாரம், வில்லியனூர் கொம்பியூன், குருவப்பநாயக்கன்பாளையம், அருள்மிகு மாரியம்மன், ஐயனார், பிடாரியம்மன் ஆலயத்திற்கு, அரசு ஆணை பலவகை எண் 23/இசநி/கோ.3/2008, நாள் 15-06-2010-ன் மூலம் ஓர் அறங்காவலர் வாரியம் அமைக்கப்பட்டது. இவ்வறங்காவலர் வாரியத்தின் பதவிக்காலம் முடிவடைந்துவிட்டது.

2. இந்நிலையில், மேற்குறிப்பிட்ட தேவஸ்தானத்தை நிர்வகிப்பதற்கு ஓர் புதிய அறங்காவலர் வாரியம் அமைக்க வேண்டியது இன்றியமையாதகிறது.

3. எனவே, 1972-ஆம் ஆண்டு, புதுச்சேரி, இந்து சமய நிறுவனங்கள் சட்டம் 4(1)-ஆம் பிரிவின்கீழ் வழங்கப்பட்டுள்ள அதிகாரங்களைச் செலுத்தி, புதுச்சேரி, வில்லியனூர் கொம்பியூன், குருவப்பநாயக்கன்பாளையம், அருள்மிகு மாரியம்மன், ஐயனார், பிடாரியம்மன் ஆலயத்திற்கு கீழ்க்கண்ட ஐந்து நபர்களைக் கொண்ட ஓர் அறங்காவலர் வாரியத்தை அரசு உடனடியாக அமைக்கிறது.

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- (1) R. நாவப்பன், த/பெ. ராசு, . . தலைவர்
எண் 27, ஐயனார் கோயில் தெரு,
G.N. பாளையம், அரும்பார்த்தபுரம்,
வில்லியனூர் கொம்பியூன், புதுச்சேரி.
- (2) A. பத்மநாபன், த/பெ. ஆறுமுகம், . . துணைத்
எண் 11, நடுத்தெரு, G.N. பாளையம், தலைவர்
வில்லியனூர் கொம்பியூன், புதுச்சேரி.
- (3) V. நாராயணன், . . செயலாளர்
த/பெ. வெண்ணிசாமி,
எண் 28, மாரியம்மன் கோயில் தெரு,
G.N. பாளையம்,
வில்லியனூர் கொம்பியூன்,
புதுச்சேரி.
- (4) J. மாரி, க/பெ. ஜெகதீசன், . . பொருளாளர்
எண் 15, மாரியம்மன் கோயில் வீதி,
G.N. பாளையம்,
வில்லியனூர் கொம்பியூன், புதுச்சேரி.
- (5) S. வீரப்பன், த/பெ. சாமிக்கண்ணு, . . உறுப்பினர்
எண் 40, மாரியம்மன் கோயில் தெரு,
G.N. பாளையம் பேட்ட,
வில்லியனூர் கொம்பியூன், புதுச்சேரி.

4. புதிய அறங்காவலர் வாரியம் தேவஸ்தானத்தின் பொறுப்புகளை அதன் அசையும், அசையாச் சொத்துக்கள் மற்றும் இதர ஆவணங்களுடன் முந்தைய அறங்காவலர் வாரியத்திடமிருந்து உடனடியாக பெற்றுக்கொள்ளுமாறு அறிவுறுத்தப்படுகிறது.

5. 1972-ஆம் ஆண்டு, புதுச்சேரி, இந்து சமய நிறுவனங்கள் சட்டம் மற்றும் அதன்கீழ் இயற்றப்பட்ட விதிகளுக்குட்பட்டு, அறங்காவலர் வாரியத்தினர் திருக்கோயிலை நிர்வகிக்கக் கடைப்பிடிக்கவாளர். மேலும், நிர்வாகத்தினர் கடைபிடிக்க வேண்டிய சில முக்கிய பணிகள் கீழே கொடுக்கப்பட்டுள்ளன.

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

(ii) நன்கொடையாளர்களால் மேற்கொள்ளப்படும் பணிகளை நிறைவேற்ற முழு மூச்சுடன் ஈடுபடுத்தல் வேண்டும்.

(iii) ஒவ்வொரு வருடத்திற்குமான உத்தேச வரவு, செலவு கணக்குகள் மார்ச் மாத காலத்திற்குள் சமர்ப்பித்தல் வேண்டும்.