



புதுச்சேரி மாநில அரசிதழ்

La Gazette de L'État de Poudouchéry The Gazette of Puducherry

அதிகாரம் பெற்ற வெளியீடு

Publiée par Autorité

Published by Authority

எண்	புதுச்சேரி	செவ்வாய்க்கிழமை	2023 ௪ ^{ம்}	ஏப்ரல் ௪	4
No.	14 Poudouchéry	Mardi	4	Avril	2023 (14 Chaitra 1945)
No.	Puducherry	Tuesday	4th	April	2023

பொருளடக்கம்

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GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF REVENUE AND DISASTER MANAGEMENT
OFFICE OF THE DISTRICT COLLECTOR-CUM-DISTRICT MAGISTRATE

No. 8873/DRDM/C3/PAWN/2019/1336.

Puducherry, dated 06th March 2023.

ORDER

- Sub.* : DRDM – The Puducherry Pawn Brokers Act, 1966 – Public Auction – Sale of unredeemed and time barred jewels – Permission Order – Issued – Reg.
- Ref.* : 1. Application of Thiru Dilip Kumar Jain, Bhag Chand Bankers, (L.No. 475), No. 63, Carpenter Street, Nellithope, Puducherry, dated 03-11-2022.
2. Consent letter of Thiru B. Karthikeyan, 39A/32, Srinivasan Street, Thirupathiripuliyur, Cuddalore Taluk – Authorized Auctioneer, dated 03-11-2022.
3. Report of the Deputy Collector (Revenue) North, Puducherry *vide* Letter No. 6636/DC(R)N/A7/PB/2022, dated 20-02-2023.

Whereas, an application, dated 03-11-2022 was received from Thiru Dilip Kumar Jain, Bhag Chand Bankers, (L.No. 475), No. 63, Carpenter Street, Nellithope, Puducherry, a licensed Pawn Broker requesting permission of the District Magistrate to sell unredeemed and time barred articles in public auction;

2. And whereas, the list of unredeemed and time barred articles submitted by the Pawn Broker was forwarded to the Deputy Collector (Revenue) North, Puducherry, for causing physical verification of the articles and ascertain that they remain unredeemed after the time allowed for redemption;

3. And whereas, the Deputy Collector (Revenue) North, Puducherry, has furnished the report *vide* reference (3) cited, stating that the Tahsildar, Taluk Office, Puducherry, had conducted physical verification of the articles that are unredeemed and time barred pledged with Thiru Dilip Kumar Jain, Bhag Chand Bankers, (L.No. 475), No. 63, Carpenter Street, Nellithope, Puducherry and reported that the articles mentioned in the application remained unredeemed past the time allowed and the articles are kept in the licensed premises itself except the seven items *vide* Catalogue Nos. 3, 6, 9, 10, 36, 37 and 50 of the list, which were redeemed subsequently, after the application of the Pawn Broker cited at reference (1);

4. And whereas, the rule 12 of the Puducherry Pawn Brokers Rules, 1966 prescribes detailed procedure on auctioning of pledges;

5. Now, therefore, Thiru B. Karthikeyan, Thirupathiripuliyur, Authorised Auctioneer, is permitted to conduct within 60 days from the date of receipt of this order, the sale of time barred and unredeemed pledged articles, as shown in the list enclosed and available with the Pawn Broker, Thiru Dilip Kumar Jain, Bhag Chand Bankers, (L.No. 475), No. 63, Carpenter Street, Nellithope, Puducherry, in public auction in the licensed premises of the Pawn Broker at the above address, as per the list approved and sent to the Pawn Broker and the Auctioneer, except the seven items *vide* Catalogue Nos. 3, 6, 9, 10, 36, 37 and 50 of the list, which were redeemed. The Pawn Broker and Auctioneer shall observe the above formalities detailed as required under the rules framed under the Puducherry Pawn Brokers Act, 1966, before conducting the sale of time barred and unredeemed pledged articles in the public auction:

Sl.No.	Details of articles	Number of articles (Catalogue)
1	Gold	43
2	Silver	–
3	Others	–
Total		43

DISTRICT COLLECTOR-CUM-DISTRICT MAGISTRATE.

DILIP KUMAR JAIN BHAG CHAND BANKER No.63, CARPENTER STREET NELLITHOPE PUDUCHERRY L.No.475 SALES OF TIME BARRED JEWELS AND ARTICLES (CATOLOGUE)											
S.No	Catalogue S/No	Pledge Loan			Pawner			Pledge Article		Approximate Value	
		Date	No.	Amount	Name	F/o, H/o, D/o Name	Address	Description of the Article	Weight		
										Gold	Silver
SALES OF TIME BARRED JEWELS AND ARTICLES (CATOLOGUE)											

CATALOGUE CONSOLIDATION STATEMENT				
S.No.	Article Detail	No of Articles	1	Approximate Value Rs. P.
1	Gold Jewels	50	1756670	3140106
2	Silver Jewels	0	0	0
3	Brasses Vessels	0	0	0
		50	1756670	3140106

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 07/AIL/Lab./T/2023,
Puducherry, dated 19th January 2023)

NOTIFICATION

Whereas, an Award in I.D (L) No. 07/2020, dated 12-12-2022 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of dispute between Tmt. S. Vani, Arumbarthapuram, Puducherry against the management of M/s. DXN Manufacturing (India) Private Limited, Thiruvandarkoil, Mannadipet Commune, Puducherry, over non-employment and compensation of ₹ 7,00,000 with 24% interest 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. 20/9/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)

P. RAGINI,
Under Secretary to Government (Labour).

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

Present : Tmt. V. Sofana Devi, M.L.
Presiding Officer.

Monday, the 12th day of December, 2022.

I.D. (L) No. 07/2020
C.N.R. No. PYPY06-000039-2020

Tmt. S. Vani,
No. 139, Main Road,
Arumbarthapuram,
Puducherry-605 110.

. . Petitioner

Vs.

The Managing Director,
M/s. DXN Manufacturing (India) Private Limited,
R.S. No. 141/4 & 142/5, Whirlpool Road,
Thiruvandarkoil, Mannadipet Commune,
Puducherry-605 102.

. . Respondent

This industrial dispute coming on 07-11-2022 before me for final hearing in the presence of Thiruvaragal S. Nagarajan & A.P. Ilangovan, Counsels for the Petitioner, Thiruvallargal L. Sathish, S. Velmurugan and E. Karthik, Counsels for the Respondent, Reported No Instruction, Court Notice sent and same served on the Respondent, Respondent remained *ex parte* and after hearing the Petitioner side and perusing the case records, this Court delivered the following:

A W A R D

This Industrial Dispute arises out of the reference made by the Government of Puducherry, vide G.O. Rt. No.69/AIL/Lab./T/2020, dated 15-07-2020 of the Labour Department, Puducherry to resolve the following dispute between the Petitioner and the Respondent, *viz.*,

(a) Whether the dispute raised by the Petitioner Tmt. S. Vani, Arumbarthapuram, Puducherry against the Management of M/s. DXN Manufacturing (India) Private Limited, Thiruvandarkoil, Mannadipet Commune, Puducherry over non-employment and compensation of ₹ 7,00,000 with 24% interest 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. *Brief facts of the case of the Petitioner:*

The Petitioner Workman was joined as operator in the Respondent Management company on 26-03-2002 and the Petitioner kept maintained her good conduct and best service to the fullest satisfaction of the Respondent Management being a regular employee ever since of joining to the employment as operator under the Respondent Management. The Respondent company was engaged in manufacturing a herbal capsules in the name and style of "R.G. & G.L." and being a multi-national company was having surge of customers over the world for the reason of the health product of the Respondent Management.

(ii) The Respondent Management was engaged more than 60 employees in a shift per day for manufacturing process and apart from other employees for operational purpose. Few employees among other were taken effort for formation of Union in the year 2006 and by name "DXN Herbal Manufacturing (India) Private Limited Labour Union". 17 employees were targeted by the Respondent Management for victimization for the sole reason that they were being stubborn to membership to the said Union. 17 employees were terminated from service without any valid cause and reason except their bare eager for membership into the Union. The said dispute was referred to Labour Officer, Conciliation, from time to time.

(iii) On 01-03-2011 at about 05.30 p.m the Respondent Management was surprisingly displaced a notice on the board that "The office of Management will not function from 02-03-2011 and the services of notice mention employees are not required from 02-03-2011 and their terminal benefits will be settle down on 08-03-2011 at the office". The statutory machineries *viz.* the Labour Commissioner and Conciliation Officer took cognizance upon the unlawful act the Respondent Management immediately. The Respondent Management was failed to appear before the officials for many hearing and bluntly ignored them. On around 08-04-2011, the Respondent Management filed its counter before the Conciliation Officer in respect of the said industrial dispute. *Vide* the said counter, the Respondent Management stated that due to certain unavoidable circumstances had forced the management to cease to run the factory and in view the management has proposed to transfer the staff and their workmen to Himachal Pradesh unit.

(iv) Some of the employees filed a Civil Suit *vide* O.S. No.45/2011 before the Sub-Court, Puducherry against the Respondent Management and won the Suit *vide* Judgment and Decree, dated 12-04-2012. In view of the vengeance target the Respondent Management assailed a baseless allegation against the Petitioner *vide* charge-sheet, dated 25-06-2010 for the reason of slow down the work. A similar charge-sheet was launched upon many employees who showed their sheer inclination for membership into the Union. Apart from the said issue was got the shape of industrial dispute before this Court *vide* I.D. No. 21/2011 and I.D. No. 10/2020. In fact the present Petitioner was party to the Industrial Dispute I.D. No. 10/2020. Whilst pending the above disputes before this Court, the Respondent Management desired for tripartite agreement under section 12(3) of Industrial Disputes Act so as to evade and escape from the stringent liabilities for illegal closure of the company and illegal termination of the employees including non-employment *etc.*

(v) Accordingly, on 04-12-2017, a settlement under section 12(3) arrived between the Respondent Management and its Labour Union in the presence of the Labour Commissioner. A final settlement including terminal benefits was decided for all the employees as a compensation measure against the illegal closure, non-employment, termination, unfair labour practice, victimization, *etc.*, In view of arrival of settlement, the Respondent Management was uniquely decided to cease the service of employees against the amount agreed for compensation towards the employees. Accordingly, an amount of ₹ 3,50,000 (Rupees Three Lakhs Fifty Thousand Only) was decided as compensation quantum for each employees irrespective of their status. The requisite condition for the said settlement was cessation of employment of all employees against the effect of illegal closure and the Management was not intent to reopen the said factory forever.

(vi) Whereas, the present nomenclature as to refusal for employment with the Respondent Management @ ₹ 3,50,000 as compensation and who are willing to continue the service similar to the Petitioner was paid nothing. Hence, the discriminative classification for settlement of compensation among the employees who were set to same foot for same dispute upon same issue but, the ramified amount for compensation among the employees was irrational and illogical.

(vii) The Petitioner opted to continue service with Respondent management. However, the Petitioner was not in a position to join and report duty *in lieu* of the

12(3) settlement against her personal inconvenience upon her two school going kids and her husband was in employment out of the State. Accordingly, *vide* letter, dated 21-12-2017, the Petitioner requested time for same. However *vide* letter, dated 28-12-2017, the Respondent Management informed the Petitioner that merely 5 days only would be given to join and report duty and in case of her failure within the set time, the Management would consider that she is not interested to continue as its employee and resigned the job. In addition Respondent Management sought the Bank details of the Petitioner to deposit the one time compensation/terminal benefits @ ₹ 40,000.

(viii) As a response to the Respondent management's letter content, the Petitioner submitted her letter, dated 02-01-2018 for seeking one month time for joining duty. The Respondent Management was not in function yet then in *lieu* of the 12(3) settlement, dated 04-12-2017 for the reason that the Respondent Management and the factory unit was completely closed down for more than 7 years continuously. The Respondent Management was stepped into the shoes of various authorities for sanctioning the orders to resume the work at the closed factory premise *viz.*, the Electricity, Water, Municipal tax, environmental clearance, underground water, measuring the safety clearance *etc.*

(ix) The letter, dated 09-01-2018 refused the request of the Petitioner for one month time and allowed just days time to join the duty. The Petitioner had exposed her uncontrollable situation and against which she sought considerable time around one month *vide* letter, dated 02-02-2018 to the Respondent management. Whereas, against receipt of the above letter from the Petitioner, the Respondent Management *vide* its letter dated 02-02-2018 by terminating the Petitioner from the employment along with a Demand Draft bearing No. 078387, dated 01-02-2018 for ₹ 40,000 as one time compensation/terminal benefit. The Petitioner was insisted to receive the said termination letter by the Respondent Management along with the Demand Draft. But, the Petitioner was however refused the termination letter and the Demand Draft unlawfully assailed by the Respondent management. But, with no option against irksome insistence of the Respondent management, the Petitioner received the same with objection as to no prejudice to her legal rights upon litigation lie on the cause of action for the present industrial dispute.

(x) The premediated decision of the Respondent Management for terminating her employment by ceasing the employment and loosing the *lieu* over

employment in an unjust and unlawful manner pertinently in *lieu* of effect of 12(3) settlement, dated 04-12-2017 between the Management and its Labour Union after long illegal closure and illegal termination of the employment of the employees. In precise, the act of the Respondent Management is sheer victimization to the Petitioner and her employment rights as per Industrial Disputes Act.

(xi) The letter, dated 18-05-2018, the Petitioner submitted an appropriate complaint as to the Industrial Dispute before the Labour Officer (Conciliation), Puducherry with the request for reinstatement to the employment with compensation of ₹ 7,00,000. The Respondent Management *vide* letter, dated 10-05-2019 replied to the Labour Officer (Conciliation) upon the Industrial Dispute of the Petitioner and through with stoutly refused the demands of the Petitioner and sought a failure report from the Conciliation Officer. Against which a reply by the Petitioner *vide* letter dated 05-08-2019 was submitted before the Labour Officer (Conciliation), Puducherry.

(xii) The Labour Officer (Conciliation) *vide* his proceedings No.740/LO(C)/AIL/018, dated 16-03-2012 submitted the failure report upon the Industrial Dispute raised by the Petitioner *vide* her petition dated 18-05-2018. An illegal termination of the Petitioner's employment by the sole Respondent herein pertinently without conducting even a domestic enquiry against the Petitioner who infact was regular employee working since 26-03-2002 *i.e.*, for more that 15 years. The Petitioner was drawn her wage around ₹ 6,500 after deducting the admissible contribution *viz.*, the ESI, the P.F *etc.*, before the effect of the 12(3) settlement, dated 04-12-2017. Whereas, ₹ 10,500 was fixed as her wage in *lieu* of the 12(3) settlement, dated 04-12-2017 apart from other allowances admissible under the Respondent Management from time to time. Hence, the claim for the reinstatement.

3. Respondent Company was set *ex parte* on 11-08-2022.

4. Point for determination:

Whether the Petitioner Workman is entitled for the prayer of reinstatement and compensation of ₹ 7,00,000 with 24% interest as prayed in the claim Petition?

5. On the Point:

Respondent Counsel reported no instruction on 20-07-2022. Court notice ordered and served on the Respondent. Since service sufficient, Respondent

called but not appeared on 11-08-2022. Hence, Respondent Management set *ex parte*. Proof affidavit of the Petitioner filed and Ex.P1 to P13 marked.

6. Heard the Petitioner Counsel. Perused the case records and Ex.P1 to P13 marked on the side of the Petitioner.

7. The prayer in the Industrial Dispute is for reinstatement with back wages and other benefits along with the compensation of ₹ 7,00,000 with 24% interest over the illegal termination and non-employment of the Petitioner with cost. According to the Petitioner, in I.D. No. 21/2011 and I.D. No. 10/2020 in which the Petitioner was the party. Pending abovesaid IDs, Management and Labour Union entered into a settlement under section 12(3) on 04-12-2017 in the presence of Labour Commissioner. In view of the settlement, the Respondent Management agreed for compensation of ₹ 3,50,000 for cessation of employment of employees against the effect of illegal closure and the Management was not intended to reopen the factory for work. But, the employees who are willing to continue the service including the Petitioner was paid nothing. The discriminative classification for settlement of compensation among the employees who were on the same position but, refused the compensation among the employees was irrational and illogical.

8. According to the Petitioner, she opted to continue the service with Respondent Management and not in a position to join immediately due to her personal inconvenience. The same was informed to the Management *vide* her letter, dated 21-12-2017 requesting time for joining. The Respondent Management granted only 5 days time for reporting duty *vide* its letter, dated 28-12-2017. Again the Petitioner *vide* her letter, dated 02-01-2018 sought for one month time for joining the duty. The Respondent Management refused the request *vide* letter, dated 09-01-2018 but, given 5 days time for joining duty. Again the Petitioner sought one month time to the Respondent Management *vide* her, letter 02-02-2018. Whereas, the Respondent Management *vide* its letter dated 02-02-2018 had terminated the Petitioner from the employment with the Demand Draft, dated 01-02-2018 for ₹ 40,000 as one time compensation/terminal benefits. The Petitioner has received the same with objection. The above decision of the termination of the Respondent Management is pre-mediated decision and against the 12(3) settlement. The Petitioner had approached the Labour Officer (Conciliation). The Respondent Management filed their objections, dated 10-05-2019. The Labour Officer (Conciliation) submitted the failure report on 16-03-2019.

9. It is submitted by the Petitioner Counsel that ₹ 10,500 was fixed as her wage in *lieu* of the 12(3) settlement dated 04-12-2017 apart from other allowances admissible under the Respondent Management from time to time.

10. Though, the Petitioner has agreed to join the Respondent Management but, she could not make it immediately due to her personal inconvenience. This version of the Petitioner has not been rebutted by the Respondent Management. When Respondent Management had disbursed ₹ 3,50,000 to the employees those who quit the job as per the settlement u/s. 12(3) of the Industrial Disputes Act, in absence of any rebuttal pleadings, evidence and proof, this Court is not in a position to reject the claim of the Petitioner. But, at the same time, this Court is not inclined to order the relief as such claimed by the Petitioner in this claim petition in toto. On considering the facts and circumstances, this Court finds that before the closure, the Petitioner had received ₹ 6,500 as wage after all deductions. Hence, taking into account as per the 12(3) settlement though the Petitioner has agreed to join the Respondent Management but, she could not make it immediately due to her personal inconvenience, it is just and proper that if, ordered the same compensation of ₹ 3,50,000 which was paid by the Respondent Management to the employees those who quit the job, be paid to the Petitioner herein with accrued interest. Since ₹ 40,000 already paid to the Petitioner Workman, the same shall be deducted from the said compensation. Thus, the point for determination is decided accordingly.

11. In the result, the Reference is justified and the Industrial Dispute is partly allowed with the effect that the Respondent Management is hereby directed to pay ₹ 3,10,000 (Rupees Three Lakhs and Ten Thousand only) which was paid by the Respondent Management to the employees those who quit the job, to the Petitioner herein with accrued interest at the rate of 9% from the date of their job cessation *i.e.* 02-02-2018 till the date of this Award and thereafter 6% from the date of the Award till the date of realization. Other Claims claimed by the Petitioner in the claim petition is rejected. No costs.

Dictated to the Stenographer, directly typed by him, corrected and pronounced by me in open Court on this the 12th day of December, 2022.

V. SOFANA DEVI,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness:

PW1 — 14-09-2022 Tmt. Vani

List of petitioner's exhibits:

- Ex.P1 — 21-12-2017 Photocopy of the letter by the Petitioner to the Respondent.
- Ex.P2 — 28-12-2017 Photocopy of the letter by the Respondent to the Petitioner.
- Ex.P3 — 02-01-2018 Photocopy of the letter by the Petitioner to the Respondent.
- Ex.P4 — 09-01-2018 Photocopy of the letter by the Respondent to the Petitioner.
- Ex.P5 — 02-02-2018 Photocopy of the letter by the Petitioner to the Respondent.
- Ex.P6 — 02-02-2018 Photocopy of the Letter by the Respondent to the Petitioner intimating job cessation.
- Ex.P7 — 02-02-2018 Photocopy of the Demand Draft No. 078387 (Axis Bank).
- Ex.P8 — 18.05.2018 Original document of the Industrial Dispute complaint of the Petitioner before the Labour Officer (Conciliation).
- Ex.P9 — 10-05-2019 Original document of the reply of Respondent Management before the Labour Officer (Conciliation).
- Ex.P10 — 05-08-2019 Photocopy of the rejoinder of the Petitioner before the Labour Officer (Conciliation).
- Ex.P11 — 16-03-2020 Failure Report by Labour Officer (Conciliation).
- Ex.P12 — 15-07-2020 Notification of the Labour Department, Government of Puducherry.
- Ex.P13 — 04-12-2017 Photocopy of the 12(3) Settlement.

List of respondent's witnesses: Nil

List of Respondents's Exhibits: Nil

V. SOFANA DEVI,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
**DEPARTMENT OF PERSONNEL AND
ADMINISTRATIVE REFORMS (PERSONNEL WING)**
(G.O. Ms. No. 18, Puducherry, dated 15th March 2023)

NOTIFICATION

The Lieutenant-Governor, Puducherry, is pleased to appoint Thiru Dwij Goel, who has been allotted to the Pondicherry Civil Service by Department of Personnel and Training, Government of India on the basis of the results of Civil Services Examination, 2021, to the Grade-II of Pondicherry Civil Service, with effect from the forenoon of 06-03-2023, subject to the conditions mentioned in the letter of Offer of Appointment, No.A.19011/19/2022/DPAR/SS-I(2) dated, 05-12-2022.

2. The Lieutenant-Governor, Puducherry, is also pleased to order that Thiru Dwij Goel will be a Probationer in the Pondicherry Civil Service (PCS) for a period of two years from the forenoon of 06-03-2023.

3. Thiru Dwij Goel, PCS Probationer, shall take the Oath of Allegiance before the Deputy Secretary to Government (Establishment), Chief Secretariat, Puducherry and furnish Surety Bond in the prescribed proforma within ten days from the date of this Notification.

4. Thiru Dwij Goel, PCS Probationer, is directed to report before the District Collector, Puducherry, for field training in Revenue Department. He shall undergo Foundation Training Course in the Directorate of Training, Union Territory Civil Service (UTCS), Delhi, as and when the next batch commences for a period as may be prescribed by Union Territory Civil Service (UTCS). He shall also pass 'Tamil Course for Non-Tamil PCS Officers' conducted by the Puducherry Institute of Linguistics and Culture, Puducherry.

(By order of the Lieutenant-Governor)

V. JAISANKAR,
Under Secretary to Government.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT
(G.O. Rt. No. 32/Lab./AIL/T/2023,
Puducherry, dated 17th March 2023)

NOTIFICATION

Whereas, the Government is of the opinion that an industrial dispute has arisen between the management of M/s. Shree Mother Plast India Private Limited, Puducherry and Thiru A. Ayyappan, over his non-employment along with back wages and other attendant benefits, in respect of the matter mentioned in the Annexure to this order;

And whereas, in the opinion of the Government, it is necessary to refer the said dispute for adjudication;

Now, therefore, by virtue of the authority delegated *vide* G.O. Ms. No. 20/9/Lab./L, dated 23-5-1991 of the Labour Department, Puducherry, to exercise the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), it is hereby directed by the Secretary to Government (Labour) that the said dispute be referred to the Labour Court, Puducherry, for adjudication. The Labour Court, Puducherry, shall submit the Award within 3 months from the date of issue of reference as stipulated under sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947 and in accordance with rule 10-B of the Industrial Disputes (Central) Rules, 1957. The party raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses to the Labour Court, Puducherry, within 15 days of the receipt of the order of reference and also forward a copy of such statement to each one of the opposite parties involved in the dispute.

ANNEXURE

(i) Whether the dispute raised by the Petitioner Thiru A. Ayyappan, represented by Shree Mother Plast Employees Union against the management of M/s. Shree Mother Plast India Private Limited, Puducherry, over his non-employment along with other attendant benefits is justified or not? If justified, to give appropriate direction?

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

(By order)

P. RAGINI,

Under Secretary to Government (Labour).

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 33/Lab./AIL/T/2023,
Puducherry, dated 17th March 2023)

NOTIFICATION

Whereas, the Government is of the opinion that an industrial dispute has arisen between the management of M/s. Shree Mother Plast India Private Limited, Puducherry and Thiru D. Abimannan, over his non-employment along with back wages and other attendant benefits, in respect of the matter mentioned in the Annexure to this order;

And whereas, in the opinion of the Government, it is necessary to refer the said dispute for adjudication;

Now, therefore, by virtue of the authority delegated *vide* G.O. Ms. No. 20/9/Lab./L, dated 23-5-1991 of the Labour Department, Puducherry, to exercise the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), it is hereby directed by the Secretary to Government (Labour) that the said dispute be referred to the Labour Court, Puducherry, for adjudication. The Labour Court, Puducherry, shall submit the Award within 3 months from the date of issue of reference as stipulated under sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947 and in accordance with rule 10-B of the Industrial Disputes (Central) Rules, 1957. The party raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses to the Labour Court, Puducherry, within 15 days of the receipt of the order of reference and also forward a copy of such statement to each one of the opposite parties involved in the dispute.

ANNEXURE

(i) Whether the dispute raised by the Petitioner Thiru D. Abimannan, represented by Shree Mother Plast Employees Union against the management of M/s. Shree Mother Plast India Private Limited, Puducherry, over his non-employment is justified or not? If justified, to give appropriate direction?

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

(By order)

P. RAGINI,

Under Secretary to Government (Labour).

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 34/Lab./AIL/T/2023,
Puducherry, dated 17th March 2023)

NOTIFICATION

Whereas, the Government is of the opinion that an industrial dispute has arisen between the management of M/s. Shree Mother Plast India Private Limited, Puducherry and Thiru R. Sakthivel, over his

non-employment along with back wages and other attendant benefits, in respect of the matter mentioned in the Annexure to this order;

And whereas, in the opinion of the Government, it is necessary to refer the said dispute for adjudication;

Now, therefore, by virtue of the authority delegated *vide* G.O. Ms. No. 20/9/Lab./L, dated 23-5-1991 of the Labour Department, Puducherry, to exercise the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), it is hereby directed by the Secretary to Government (Labour) that the said dispute be referred to the Labour Court, Puducherry, for adjudication. The Labour Court, Puducherry, shall submit the Award within 3 months from the date of issue of reference as stipulated under sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947 and in accordance with rule 10-B of the Industrial Disputes (Central) Rules, 1957. The party raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses to the Labour Court, Puducherry, within 15 days of the receipt of the order of reference and also forward a copy of such statement to each one of the opposite parties involved in the dispute.

ANNEXURE

(i) Whether the dispute raised by the Petitioner Thiru R. Sakthivel, represented by Shree Mother Plast Employees Union against the management of M/s. Shree Mother Plast India Private Limited, Puducherry, over his non-employment along with back wages and other attendant benefits is justified or not? If justified, to give appropriate direction?

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

(By order)

P. RAGINI,

Under Secretary to Government (Labour).

GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF INDUSTRIES AND COMMERCE
(SECRETARIAT WING)

[G.O. Ms. No. 20/DI&C(SW)/E4/2022-23,
Puducherry, dated 22nd March 2023]

NOTIFICATION

In pursuance of Article 70 of the Articles of Association of the Pondicherry Textile Corporation Limited (PTC), Puducherry and in supersession of all the orders issued in this regard, the Lieutenant-Governor, Puducherry, is pleased to reconstitute the Board of Directors of Pondicherry Textile Corporation Limited (PTC), Puducherry, as follows with immediate effect:

- | | |
|--|------------------------------------|
| (i) Chief Secretary to Government,
Puducherry. | . . Chairman
-cum-
Director. |
| (ii) The Development Commissioner
-cum-Secretary to Government,
(Finance), Puducherry. | . . Director |
| (iii) Secretary to Government
(Industries and Commerce),
Puducherry. | . . Director |
| (iv) Secretary to Government (Labour),
Puducherry. | . . Director |
| (v) Director,
(Industries and Commerce),
Puducherry. | . . Director |
| (vi) Executive Director, NTC (<i>Retd.</i>) | . . Director |
| (vii) Managing Director, PTC | . . Director |
- (By order of the Lieutenant-Governor)

N. UDAYAKUMAR,

Under Secretary to Government
(Industries and Commerce).

வில்லியனார் கொம்ப்யூன் பஞ்சாயத்து, புதுச்சேரி

ஆபத்தான நிறுவனங்கள்

அறிவிப்பு

கீழ்க்கண்ட நபர் வில்லியனார் கொம்ப்யூன் பஞ்சாயத்து எல்லைக்குள் பின்வரும் தொழில் நிறுவனத்தை அமைத்துக்கொள்ள இக்கொம்ப்யூன் பஞ்சாயத்தின் அனுமதி வேண்டுகிறார்.

வரிசை எண்	விண்ணப்பதாரரின் பெயர் மற்றும் முகவரி	நிறுவனம் அமைய உள்ள இடத்தின் முகவரி	உத்தேசிக்கப்பட்டுள்ள நிறுவனத் தயாரிப்பு/ செய்முறை	தேவையான மின் திறன்	ஆட்களின் எண்ணிக்கை
(1)	(2)	(3)	(4)	(5)	(6)
1	எஸ். அபினேஷ் குமார் கார், எண் 10, விழுப்புரம் to மெயின் ரோடு, வடமங்கலம், புதுச்சேரி.	M/s. ஸ்ரீ சாய் பாலிமர்ஸ், 164/3, பிளாட் எண் 26, உறுவையாறு to மங்கலம் மெயின் ரோடு, மங்கலம் வருவாய் கிராமம், வில்லியனூர், புதுச்சேரி.	இன்ஜக்ஷன் மோட்டட் எலக்ட்ரிகல் பிளாஸ்டிக், பெட் பாட்டில்ஸ்.	120 மின் திறன்	15 நபர் (பணிமுறை-1)

1973-ஆம் ஆண்டு புதுச்சேரி கிராமம் மற்றும் கொம்பியூன் பஞ்சாயத்துக்கள் சட்டத்தின் மூலமாய் புதுச்சேரி ஒன்றியத்து ஆட்சிப்பரப்பில் அமுலாக்கப்பட்ட புதுச்சேரி கொம்பியூன் பஞ்சாயத்துக்கள் (உரிமம் மற்றும் அனுமதி அளித்தல்) விதிகள், 1976, பிரிவு 11-ன்படி இத்தொழில் நிறுவனங்களை நிறுவுவதினால் உண்டாகும் ஆட்சேபணைகள் ஏதேனும் இருந்தால், அவற்றை இந்த அறிவிப்பு வெளியான தேதியிலிருந்து பத்து நாட்களுக்குள் வில்லியனூர் கொம்பியூன் பஞ்சாயத்து ஆணையர் அவர்களுக்கு எழுத்து மூலமாய் தெரியப்படுத்தும்படி கேட்டுக்கொள்ளப்படுகிறது.

குறிப்பிட்ட காலவரையறைக்குள் பெறப்பட்ட ஆட்சேபணைகள் வில்லியனூர் கொம்பியூன் பஞ்சாயத்தால் பரிசீலிக்கப்படும்.

வில்லியனூர், 2023 (வர்பு) மார்ச் மீ 22 உ.

D. ஆறுமுகம்,
ஆணையர்.

VILLIANUR COMMUNE PANCHAYAT, PUDUCHERRY

Villianur, dated 22nd March 2023.

Dangerous Establishments

NOTICE

The undermentioned person has requested for permission to set up the following industry within the Villianur Commune Panchayat limits as detailed below:

Sl. No.	Name and address of the applicant	Address of the industry site	Industry proposed	Power required	No. of workers
(1)	(2)	(3)	(4)	(5)	(6)
1	S. Abinash Kumar Kar, No. 10, Villupuram to Puducherry Main Road, Vadamangalam, Puducherry.	M/s. Sri Sai Polymers, Re-survey Nos. 164/1 and 164/3, Plot No. 26, Uruvaiyar to Mangalam Main Road, Mangalam Revenue Village, Villianur, Puducherry.	Injection moulded electrical plastic, pet bottles.	120 H.P.	15 Nos (shift 1)

In conformity with rule 11 of the Puducherry Commune Panchayats (Grant of Licences and Permissions) Rules, 1976, promulgated in this Union territory by the Puducherry Village and Commune Panchayats Act, 1973, objections, if any, to the setting up of the above proposed industry are invited to reach the Commissioner, Villianur Commune Panchayat, within ten days from the date of publication of this notice in the Official Gazette.

The objections so received within the specified period will be considered by this Commune Panchayat.

D. ARUMUGAM,
Commissioner.

AFFIDAVIT

I, Sri Meenatchi, D/o. Selvakumar, aged 20 years, converted Muslim, residing at Sivan Kovil Street, Poovam, Varichikudi, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That I was a Hindu by birth. My birth name was 'Sri Meenatchi'. Recently, I had embraced Islamic faith. Upon conversion of religion, I had renounced by birth name 'Sri Meenatchi' and assumed myself the Muslim name 'Fathima Nasreen'.

Hence, I hereby declare that henceforth, I will be known, called, referred and identified only as 'Fathima Nasreen'.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 15th day of March 2023.

Ack. No. 001

S. SRI MEENATCHI.

AFFIDAVIT

I, Selvakumar, S/o. Manickam, aged 52 years, converted Muslim, residing at Sivan Kovil Street, Poovam, Varichikudi, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That I was a Hindu by birth. My birth name was 'Selvakumar'. Recently, I had embraced Islamic faith. Upon conversion of religion, I had renounced by birth name 'Selvakumar' and assumed to myself the Muslim name 'Thameem Ansari'.

Hence, I hereby declare that henceforth, I will be known, called, referred and identified only as 'Thameem Ansari'.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 20th day of March 2023.

Ack. No. 002

M. செல்வக்குமார்.

AFFIDAVIT

I, Sivasankari, D/o. Murugesan, aged 19 years, Converted Muslim, residing at Block A3, 3, Anbu Nagar, Kovilpathu, Thalatheru, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That I was a Hindu by birth. My birth name was 'Sivasankari'. Recently, I had embraced Islamic faith. Upon conversion of religion, I had renounced by birth name 'Sivasankari' and assumed to myself the Muslim name 'Hajira'.

Hence, I do hereby declare that henceforth, I shall be known, called, referred and identified only by the name 'Hajira'.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 16th day of March 2023.

Ack. No. 004

M. SIVASANKARI.

AFFIDAVIT

I, Gogulavasan, S/o. Ganapathysundaram, aged 56 years, residing at No. 2, 2nd Cross, Shah Nagar, Thirunallar, Sorakudy, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That, my name has been mentioned as 'Gogulavasan' in my Aadhaar Card, Elector's Photo Identity Card, Driving Licence, PAN Card and in my National Trade Certificate.

Further, I state that in my Secondary School Leaving Certificate and Transfer Certificate, my name has been mentioned as 'Gogulavasan'.

Hence, I do hereby declare that the names mentioned in the abovesaid certificates are referring and denoting one and same person that is myself only.

Further I do hereby declare that hereafter, I will be known and called only by the name 'Gogulavasan'.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 16th day of March 2023.

Ack. No. 005

G. GOGULAVASAN.

AFFIDAVIT

I, Praveen Kumar, S/o. Selvakumar, aged 26 years, Converted Muslim, residing at Sivan Kovil Street, Poovam, Varichikudi, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That I was a Hindu by birth. My birth name was 'Praveen Kumar'. Recently, I had embraced Islamic faith. Upon conversion of religion, I had renounced my birth name 'Praveen Kumar' and assumed myself the Muslim name 'Imran'.

Hence, I do hereby declare that henceforth, I will be known, called, referred and identified only as 'Imran'.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 20th day of March 2023.

Ack. No. 006

PRAVEEN KUMAR.

AFFIDAVIT

I, Murugaiyan, S/o. Idumban, aged 48 years, residing at No. 66, North Street, Kottucherry Medu, Kottucherry, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

That my name has been mentioned as 'Murugaiyan' in my Aadhaar Card, Elector's Photo Identity Card, PAN Card and in my National Identity Card.

Further, I state that in my Marine Fishers Identity Card, my name has been mentioned as 'Selvamani @ Murugaiyan [செல்வமணி (எ) முருகையன்]. In my Land Purchase Document, my name has been mentioned as 'செல்வமணி'.

Hence, I state that the names mentioned in the abovesaid certificates are referring and denoting one and same person that is myself only.

Further I hereby declare that hereafter, I will be known and called only by the name "Murugaiyan".

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 16th day of March 2023.

ACK. No. 007

I. முருகையன்.

உறுதிமொழிப் பத்திரம்

2023-ஆம் ஆண்டு, மார்ச் மாதம், 22-ஆம் தேதி (22-03-2023), புதுச்சேரி-605 013, சாரம், குயவர்பாளையம், D.R. நகர், 1-ஆவது குறுக்குத் தெரு, எண் 53 என்ற முகவரியில் வசிக்கும் திரு. சிவராமகிருஷ்ணன் அவர்களின் மனைவி திருமதி ராஜகுமாரி (Radjacoumary) ஆகிய நான் எழுதிக்கொடுக்கும் உறுதிமொழிப் பத்திரம் யாதெனில்:

எனது பெயர், புதுச்சேரி நகராட்சியின் பிறந்த பதிவு எண் PMP/1953/1132-ல் 'Radjacoumary' என்றும், எனது ஸ்டேட் பேங்க் ஆஃப் இந்தியா சேமிப்பு கணக்கு எண் XXXXXXX8754-ல் 'Rajakumari' என்றும், எனது ஆதார் அடையாள அட்டை எண் XXXX XXXX 4634-ல் 'S. Rajakumari' என்றும், எனது வாக்காளர் புகைப்பட அடையாள அட்டை எண் CMS0334318-ல் 'Rajakumari' என்றும், எனது குடும்ப உணவுப் பங்கீட்டு அட்டை எண் 409024-ல் 'ராஜகுமாரி' என்றும், எனது இந்திய பாஸ்போர்ட் எண் G3496933-ல் என்னை அழைக்கும் பெயரான 'Sivarama Krishnan Kalavady' என்றும் குறிப்பிடப்பட்டுள்ளன. மேற்கண்ட பெயர்கள் அனைத்தும் என்னுடைய பெயர்கள்தான், வெவ்வேறு நபர்களுடைய பெயர்கள் இல்லை என்று இதன்மூலம் உறுதியளிக்கின்றேன். இனிவரும் காலங்களில் நான் 'Radjacoumary (ராஜகுமாரி)' என்றே அழைக்கப்படுவேன்.

மேற்படி, நான் அளித்த உறுதிமொழி சம்பந்தமாக பிற்காலத்தில் ஏதேனும் சிக்கல்கள் ஏற்பட்டால் எனது சொந்த செலவில் தீர்த்துக்கொள்வேன் என்றும், அரசு எடுக்கும் அனைத்து சட்டதிட்டங்களுக்கும் கட்டுப்படுவேன் என்றும் இதன்மூலம் உறுதியளிக்கின்றேன்.

புதுச்சேரி சான்றுரைஞர் முன்னிலையில் 2023-ஆம் ஆண்டு, மார்ச் மாதம், 22-ஆம் தேதி கையொப்பமிடப்பட்டது.

562281

S. ராஜகுமாரி.

AFFIDAVIT

I, Baby, wife of Magadevane (*late*), daughter of Gnanasiva Couroukal (*late*), residing at No.5, Mahatma Gandhi Street, Kattukuppam, Puducherry-607 402, do hereby solemnly and sincerely affirm to whomsoever it may concern as follows:

(1) My name is mentioned as 'Baby' in my Aadhaar Card, Elector's Photo Identity Card and in my daughter's full Birth Certificate as 'Kejalatchoumy' issued by the Bahour Commune Panchayat, Puducherry, dated, 11-03-2015 and in my Family Ration Card, my name is mentioned as 'பேபி'.

(2) My name is mentioned as 'Beby' in my daughter Kejalatchoumy's short Birth Certificate issued by the Bahour Commune Panchayat, Puducherry, dated 09-08-2004.

(3) My name is mentioned as 'Beby *alias* Koundjammalle' in my son Master C.V.V. *alias* Candassamy's Birth Certificate, issued by the Bahour Commune Panchayat, Puducherry, dated 10-03-2018.

(4) My name is mentioned as 'Kunjammal' in my daughter's Passport, dated 25-04-2014.

(5) Whereas, I declare that the abovesaid names *viz.*, 'Baby' and 'Beby' and 'Beby *alias* Koundjammalle', 'Kunjammal' and 'பேபி' are referring one and the same person that is myself only.

Hereafter, I will be known and called only as 'Baby'.

Signed before the Notary Public at Puducherry, on this 23rd day of March 2023.

562282

பேபி.

AFFIDAVIT

I, D Chandrasekaran, C/o. M.G. Devarajan, residing at Plot. No.9, Abdul Kalam Street, Dhanakodi Nagar, Dharmapuri, Puducherry-605 009, do hereby solemnly and sincerely affirm and state on oath as follows:

That I am the deponent herein and I am well aware of the facts of my deposition.

That my name is mentioned as 'Chandrasekaran D' in my Transfer Certificate *vide* Admission Serial No. 006225, dated 02-06-1994, issued by the Institute of Correspondence Education, University of Madras.

That my name is mentioned as 'சந்திரசேகரன்' in my Family Ration Card No. 152879, issued by the Department of Civil Supplies and Consumer Affairs, Government of Puducherry.

That my name is mentioned as 'D Chandrasekaran' (தே சந்திரசேகரன்) in my Aadhaar Card No. XXXX XXXX 7672, issued by Unique Identification Authority of India.

That my name is mentioned as 'D C Sekar' in my PAN Card No. AIJPD9747N, issued by the Income-tax Department, Government of India.

That my name is mentioned as 'Chandrasekaran. D' in my Ex-Servicemen Book, Army No. 14364108N, Date of SOS 01-09-2006, issued by the ARMY AD DEPOT BTY, Indian Army.

That my name is mentioned as 'Chandrasekaran' (சந்திரசேகரன்) in my Electros Photo Identity Card No. JQW0411603, issued by Election Commission of India.

That my name is mentioned as 'Chandrasekaran' in my Passport *vide* No. U1692713, dated 05-11-2019, issued by Government of India.

That my name is mentioned as 'Chandrasekaran D' in my Savings Account No. XXXXXX4872B, issued by State Bank of India, JIPMER Branch, Puducherry.

Therefore, I do hereby declare that all the abovesaid names are referred, identified and relate to one and the same person that is me, the deponent herein.

Finally, I declare that hereafter, I will be called and known by the name 'D. Chandrasekaran' (தே சந்திரசேகரன்) in all correspondence and records, *etc.*, in future.

That the above particulars are true and correct to the best of my knowledge and belief.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 24th day of March 2023.

562284

D CHANDRASEKARAN.

No legal responsibility is accepted for the publication of advertisement regarding change of names and other private notifications in the Gazette. Persons notifying the same will remain solely responsible for the legal consequences and also for any other misrepresentations, *etc.*