



புதுச்சேரி மாநில அரசிதழ்

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

அதிகாரம் பெற்ற வெளியீடு

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No.	20 Poudouchéry	Mardi	16	Mai	2023	(26 Vaisakha 1945)
No.	Puducherry	Tuesday	16th	May	2023	

பொருளடக்கம்

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S.No	CATALOGUE NO	Pledge Loan			Pawnee			Pledge Article			Approximate Value
		Date	No.	Amount	Name	F/o, H/o, D/o Name	Address	Description of the Article	Weight		
									Gold	Silver	
96	96	14.11.19	U6770	110000	BARUJ	RAJENDRAN	ILANGO NAGAR	GOLD ITEMS 5	47.000		188000
97	97	14.11.19	U6781	4100	RAVI	SADANANDHAM	INYASI MESTRI ST	RING 1	2.000		7500
98	98	16.11.19	U6802	2900	SELVI	JAYARAMAN	MENAMBUR	TAPS 1P	1.500		5350
99	99	18.11.19	U6840	82000	ARUNA	RAJKUMAR	KOMBAKKAM	CHAIN 1	32.000		128000
100	100	19.11.19	U6843	4100	SARDJA	SELVARAJ	BHARTHY NAGAR	MATAL 1P	1.900		6650
101	101	20.11.19	U6863	20000	CHAMPALAL	VAKTHAJ	BANGAPILLAI ST	CHAIN 1	10.000		37500
102	102	23.11.19	U6910	4100	RADHA	ARUNACHALAM	GOVINDASALAI	RING 1	2.000		7500
103	103	27.11.19	U6976	36000	THIAGARAJAN	NAGARAJ	NERKUNAM	BANGLE 1 RING 1	14.800		55500
104	104	30.11.19	U7029	500	VALARMATHY	RAVI	KUMARAGURUPALLIAM	BESAR 3	0.300		1050
105	105	02.12.19	U7051	35000	LAWRENCE	THIAGARAJAN	LAPORTE ST	BANGLE 1	16.000		64000
106	106	13.12.19	U7221	45000	KRISHNAMURTI	VENGATA SUBBU	REDDIARPALAYAM	CHAIN 1	31.200		124800
107	107	26.12.19	U7405	5000	XAVIER	LOURDHSAMY	KENNEDY NAGAR	STONED TAPS 1P	2.500		8125
108	108	26.12.19	U7406	2000	XAVIER	LOURDHSAMY	KENNEDY NAGAR	RING 1	0.900		3375
109	109	30.12.19	U7455	3500	VILAYALAXMI	PRAKASH	RAJIV GANDHI NAGAR	TALI URUVU 4	1.800		6300
110	110	31.12.19	U7470	36000	LAWRENCE	THIAGARAJAN	LAPORTE ST	CHAIN 1	15.700		62800
111	111	31.12.19	U7480	5000	MURUGAN	RAMALINGAM	VILLIANUR	STONED TAPS 1P	4.200		17850
				388800							724200

CATALOGUE CONSOLIDATION STATEMENT				
Sl.No.	Details of Articles	No of Articles	Total Pledge Amount Rs. P.	Approximate Value Rs. P.
1	Gold Jewels	110	1878950	3159750
2	PLATINUM	1	122500	140690
3	Brasses Vessels	0	0	0
	TOTAL	111	1799450	3300440

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 53/AIL/Lab./T/2023,
Puducherry, dated 25th April 2023)

NOTIFICATION

Whereas, an Award in I.D (L) No. 14/2018, dated 09-03-2023 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of industrial dispute between M/s. Deccan Enterprises, Puducherry and Thiru S.A. Rahamadullah, Villupuram, over non-payment of legal dues 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.

Thursday, the 9th day of March 2023.

**I.D. (T) No. 14/2018
CNR. No. PYPY06-000052-2018**

S.A. Rahamadullah,
No. 36/205, Singara Thoppu,
Villupuram,
Tamil Nadu.

. . Petitioner

Versus

The Managing Director,
M/s. Deccan Enterprises,
Vazhudavour Road,
Kurumbapet,
Puducherry.

. . Respondent

This industrial dispute coming on 07-03-2023 before me for final hearing in the presence of Thiru T.H. Nizamudeen, Counsel for the Petitioner, Thiruvallargal George K. Rajan, R. Balaji and S. Bagavathi, Counsels for the Respondent and after hearing the both sides and perusing the case records, this Court delivered the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 63/AIL/Lab./T/2018, dated 11-04-2018 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 Thiru S.A. Rahamadullah, Villupuram against the Management of M/s. Deccan Enterprises, Puducherry, over non-payment of legal dues 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 averred in the claim petition:*

The Petitioner had joined in the Respondent's company as a Tailor in the readymade dress manufacturing Unit which is an Export Company registered before the Registrar of Companies under Factories Act. The Petitioner was appointed in the Respondent's company on 19-02-2007 as "Line Supervisor" *vide* his Identity Card No. 986 and the petitioner worked in the Respondent's company very sincerely and out of his hard work, the Petitioner was

appreciated by the Respondent Company and consequently he was promoted to the post of Final Checker and in the year 2014, he was once again promoted as Finishing In-charge.

(ii) Though the Petitioner was promoted to the higher post, the Petitioner was not paid more salary for the works he carried on in the Respondent's company. He was paid minimum wages of ₹ 2,363 in the beginning and finally ₹ 6,183 for the post of Finishing In-charge. In spite of his repeated demands and requests made with the Respondent Company, his request was not considered by the Respondent Company. The Petitioner has to travel in the bus from Villupuram to the Respondent Company for the work, so, he incurred ₹ 1,500 per month for travel expenses. Whereas, the Respondent advised the petitioner to resign himself and to rejoin in the Respondent's Company and as such the Petitioner resigned his job on 17-06-2014 believing the false assurance that was given by the Respondent Management.

(iii) Further, the Petitioner was refused to induct in his job which he was doing in the Respondent Management, whereas, the Respondent Management did not accept his demand and came forward to pay any more wages along with the perks and incentives and the Petitioner faces more loss of gratuity, balance of wages for layoff period to him after resigning his job and even the Respondent company remitted the ESI Contribution for him as assured by the Respondent Management. The Petitioner was forced to approach the Conciliation Authority to intervene in this matter and to take appropriate action against the Management of the Respondent Management so as to enable him to get gratuity amount, balance amount of layoff period, ESI benefits and all other perks which the Petitioner legally entitled to.

(iv) The Conciliation enquiry held on various dates and negotiations were held for an amicable solution and settlement in this matter but, there was no response on the Respondent Management. Hence, the Petitioner prays to direct the Respondent to pay the gratuity, balance of wages for layoff period to him after resignation, ESI benefits and all other legal dues and work to the Petitioner. Hence, the petition.

3. *The brief averments of the counter filed by the Respondents are as follows:*

The Respondent Company is an export garment manufacturer. Due to global recession in the garment industry and consequently no further orders the Respondent was forced to downsize the factory and

doing job work orders. The Respondent denies that the Petitioner was appointed in the Respondent Company as Line Supervisor and he was joined in the factory as a Tailor and later given the post of Finishing In-charge. The Petitioner's last drawn (basic) wages was ₹ 3,615 and allowance (conveyance) ₹ 2,025 per month.

(ii) The Petitioner was in service for the period of 7 years as per the Respondent's records. Petitioner resigned his job on 16-06-2014 by submitting his resignation letter, dated 16-06-2014 voluntarily and left his work on his own volition. The Petitioner never approached the management nor submitted his present address and Bank details for settling his legal dues. Instead of approaching the Respondent Management for his legal dues, approached the Labour Officer and filed a false representation against the Respondent Management. The Petitioner was never advised to resign his job nor rejoin the work and no such assurances given by the Respondent Management. Further, the Respondent Management gives annual increments to workers based on performance and not by any assurance to worker. The Respondent Management requested the Labour Officer (Conciliation) to advice the Petitioner to accept the legal dues offered by the Respondent Management which was not accepted by the Petitioner, since the Petitioner demanded ₹ 50,000 and not willing to accept the legal settlement the Conciliation ends with failure and the amicable settlement could not be reached. Hence, prayed for dismissal of the claim petition.

4. Additional Counter statement filed by the Respondent Management as follows:

The Petitioner was holding the post of Finishing In-charge, which is supervisory in nature and the Petitioner has no scope to file this petition as he does not come under the scope of workman under section 2(s) of the Industrial Disputes Act, 1947. Hence, prays for dismissal of this petition.

4. Point for determination:

Whether the Petitioner Employee is entitled for the reliefs as claimed in the claim petition?

5. On Point:

Petitioner, himself was examined as PW1 and Ex.P1 to P11 were marked. On Respondent side Mr. K.S. Madhusudhana Rao, Manager of the Respondent Management was examined as RW1. No exhibits were marked on the side Respondent. No written arguments were filed on either side.

6. On the point:

The first and foremost defence taken by the Respondent Management is that the Petitioner herein was working as Finishing In-charge at the time, he was resigning his job from the Respondent Management *i.e.*, 17-06-2014. Therefore, Petitioner who was holding the post of Finishing In-charge, which is Supervisory in nature, does not come under definition of workmen under section 2(s) of Industrial Disputes Act 1947. Therefore, this industrial dispute at the threshold to be rejected on this Count.

7. On the other hand, learned Counsel appearing for Petitioner would contend that initially the Petitioner was appointed as Line Supervisor on 19-02-2007 and thereafter, got promoted to the post of Finishing In-charge with the salary of ₹ 6,183 per month. To substantiate his last drawn salary, the Petitioner relied upon Ex.P5 Pay details for the month May 2014. He resigned in June 2014. Further, he would rely upon details of Pay for the month of February 2011 (Ex.P3) wherein, it is mentioned as the Petitioner as Tailor; Pay details for November 2013 (Ex.P4) wherein, the Petitioner was shown as Line Supervisor. Further, the learned Counsel appearing for the Petitioner would also rely upon Ex.P2 the Identity card issued to the Petitioner by the Respondent Management, wherein, date of his joining mentioned as 19-02-2007.

8. As the category of the Petitioner is disputed, it is necessary to decide first the issue before going into the other issues. Whether the employee concerned in the proceeding is covered under the ambit of "Workman" as per provisions of I.D. Act? As per section 2(s) of Industrial Disputes Act 1947 when the category of the work is Supervisory in nature and the salary for the said Supervisory work is above ₹ 10,000 then the said person cannot be categorized under the "workmen" under the Industrial Disputes Act. Further, it is settled proposition that the nature of work should be decide whether he is placed out of the definition under section 2(s) of Industrial Disputes Act. The designation of an employee is not of much importance and what is important is a nature of duties being performed by the employee the determinative factor is the main duties of the employee concern and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance, he is employed to do. Viewed from this angle, if, the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory work, the employee will come within

the purview of “workmen” as defined in section 2(s) of Industrial Disputes Act. Furthermore, his salary is undisputedly below ₹ 10,000, *i.e.*, ₹ 6,183 per month. Though, the Respondent Management raised a plea that he is not a workmen as defined under section 2(s) of the Act 1947, no piece of evidence either oral or documentary in nature placed to rebutt the evidence adduced on the side of the Petitioner in this regard. It is also pertinent to mention here that Respondent Management had not raised such plea of “not a workman” initially in its counter as well as in the conciliation proceedings held. This abovesaid point of defence has been raised before this Court for the very first time by way of an additional counter.

9. On consideration of evidence placed before this Court, I find that, Management has failed to show that Finishing In-charge is work of supervisory nature. Be that as it may, the salary of the Petitioner at that time of resigning was only ₹ 6,183. Therefore, from all angles, I do not have any hesitation to decide this issue in favour of the Petitioner to the effect that he comes under the category of workmen as defined under section 2(s) of Industrial Disputes Act.

10. Next limb of the arguments placed before this Court is about layoff compensation. The case of the Respondent Management is that the Petitioner himself resigned his work from the Respondent Management on 17-03-2014 on his own volition. Resigning himself from the service does not amount to layoff by the Respondent Management. When there is no layoff, the claim of compensation for layoff also does not arise. Hence, the Respondent Management submitted that it is no way liable to pay any compensation. So, the Petitioner is not entitled for any layoff compensation as claimed in his claim petition.

11. By way reply, the learned Counsel appearing for the Petitioner would say that only on believing the false assurances of better job offer given by the Respondent Management the Petitioner resigned his job. It is totally false to state that the Petitioner has resigned on his own volition. Therefore, it should be treated as layoff and the Petitioner is entitled for the layoff compensation as provided under section 25(A) of the Industrial Disputes Act.

12. Layoff refers to the removal of employees by the employer for reasons other than the employee’s fault. A layoff is temporary in nature and it indicates the incapability of an employer to continue the employment of the workers for a short period. Section 2 (kkk) of Industrial Disputes Act 1947 defines the term “layoff” as the inability, failure, or refusal of the employer to

provide employment to a workman whose name is mentioned in the muster roll of his Industrial Establishment and who is not retrenched due to the lack of power, coal, raw materials, accumulation of stocks, break down of machinery or natural calamity for any other relevant reason.

13. As per section 25 (A) of the Industrial Disputes Act 1947, the compensation accrued from the layoff provisions mentioned in the said Act shall not apply with workman himself resigned his services from the Management. Here, in the present case, the Petitioner workman himself resigned his service and the same has been admitted categorically by the workmen in various occasions. It is the bounden duty of the person to prove what he alleges/pleads before the Court. The workman, who pleads that only on the assurance given by the Respondent Management of better job, he resigned his service, has to prove the same before this Court. But, the Petitioner workman failed to prove that it was done by the Petitioner on assurance/compulsion inflicted upon by the Respondent Management. Therefore, this Court holds that once he resigned from service, the workman cannot ask for any compensation much less than lay off compensation as it did not amount to layoff.

14. The third contention made on the side of the Respondent Management is that amount of ₹ 23,412 towards the gratuity lying in the hands of the Respondent Management and it is ready to pay the said amount to the Petitioner workman. The said fact has been fairly conceded even during the Conciliation proceeding and the same has been mentioned and found placed in the Failure Report. For the non-disbursement of said gratuity amount till date, the reasons stated by the Respondent Management is that “the petitioner having resigned his job never approached the Management nor submitted his present address and Bank details for settling his legal dues. The Petitioner instead of approaching the Management for his legal dues, approached the Labour Office and filed a false representation against the Respondent Management”.

15. Gratuity is payable to an employee on the termination of his employment after he has rendered continuous service under the conditions mentioned in section 4(1) of the Payment of Gratuity Act, 1972. The term “continuous service” has been defined in section 2(c) to mean uninterrupted service and includes service which is interrupted, among others, by leave or cessation of work not due to any fault of the employee concerned. Explanation-I to this section provides that an employee, who is not in uninterrupted service for one year, shall be deemed to be in continuous service, if, he has been actually employed by an employer during

the twelve months immediately preceding the year for not less than 240 days except when he is employed in a seasonal establishment. Explanation-II provides that an employee of a seasonal establishment shall be deemed to be in continuous service if, he has actually worked for not less than 75% of the number of days on which the establishment was in operation during that year.

16. On close and careful perusal of documents available in this Court, I find that the Respondent Management offered before the Labour Officer (Conciliation) to pay ₹ 23,412 to the Petitioner workman being payment of gratuity and other legal dues. During cross-examination PW1, the Petitioner Workman herein has admitted that he had received other dues. The Failure Report has been marked as Ex.P10. Ex.P2 is the Photocopy of Identity Card of Petitioner workman issued by the Respondent Management. In Ex.P2, the Residential address of the Petitioner Workman has been mentioned as "No. 36/25, Singarathoppu, Villupuram". From the claim statement it could be seen that the Petitioner still resides in the same address. Therefore, the contention of the Respondent Management that the address of the Petitioner Workman was not available and thus, it could not able to settle the legal dues of the Petitioner Workman is totally untenable. No steps have been shown to be taken on the side of the Respondent Management for disbursing the amount due to the Petitioner. It is contended that Management has tendered cheque to the Petitioner workman during the conciliation proceeding held before the Labour Officer (Conciliation). But, there is no such mention about the cheque in the failure report. During cross-examination also, PW1 has categorically denied the questions put by the Respondent Management Counsel in this regard. Hence, the factum that the Respondent was ready to pay the arrears amount due to the Petitioner workman remains unproved. Mere pleadings that the Management is ready to pay the arrears due to the Petitioner does not help in any way to decide in its favour. Management could have adopted any mode of payment of arrears due to the petitioner Employee such as Bank Transfer, Demand Draft or Cheque through Post. But, the Respondent Management did not avail any such mode for making payments for the reason best known to it. Withholding the arrear amount due for more than 4 years, cannot be brush aside as such. The inconvenience caused due to the non-payment of such arrear due should be compensated in terms of money.

17. Admittedly, the Petitioner Workman resigned his service on 16-06-2014. Till date, his legal dues have not been paid by the Respondent Management. Considering the length of time, this Court finds that it is just and necessary to order for payment of gratuity of ₹ 23,412

and any other legal dues if, any lying with the Respondent Management to the Petitioner Workman by the Respondent Management with the interest at the rate of 12% from the date of due till the date of this Award and thereafter 6% from the date of Award till the date of realization. As the point with regard to layoff is decided as against the Petitioner Workmen, no layoff compensation is ordered. Thus, the point for determination is answered accordingly.

18. In the result, reference is justified and the Industrial Dispute is partly allowed to the effect that the Respondent Management is liable to pay the legal dues of ₹ 23,412 (Rupees twenty three thousand four hundred and twelve only) (gratuity amount) and any other legal dues if any lying with the Respondent Management to the Petitioner Workman with the interest at the rate of 12% from the date of his resignation till the date of this Award and thereafter 6% from the date of the Award till the date of realization by the Petitioner Workman. Though, no compensation is ordered as Layoff compensation, ₹ 5,000 is ordered to be paid by the Respondent Management to the Petitioner Workmen for the inconvenience caused due to the delay in making the arrears payment. With regard to other reliefs the Industrial Dispute is dismissed. With costs.

Dictated to the Stenographer, directly typed by him, corrected and pronounced by me in open Court on this 9th day of March, 2023.

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

List of petitioner's witness:

PW.1 — 06-10-2021 Thiru S.A. Rahamathullah

List of petitioner's exhibits:

Ex.P1 — 27-05-2013 Photocopy of the Aadhaar Card of the Petitioner.

Ex.P2 — 19-02-2007 Photocopy of the Identity Card of the Petitioner issued by the Deccan Enterprises.

Ex.P3 — February 2011 Pay Bill of the Petitioner.

Ex.P4 — November 2013 Pay Bill of the Petitioner.

Ex.P5 — May 2014 Pay Bill of the Petitioner.

Ex.P6 — 18-08-2015 Complaint given by the Petitioner to Labour Department.

- Ex.P7 — 23-01-2016 Notice of Remarks to the Respondent by Labour Officer (Conciliation), Puducherry.
- Ex.P8 — 02-03-2016 Notice of Enquiry/ Conciliation sent by the Labour Officer to the Petitioner.
- Ex.P9 — 17-10-2016 Notice of Enquiry/ Conciliation sent by the Labour Officer to the Petitioner.
- Ex.P10 — 31-01-2018 Conciliation Failure Report by Labour Officer (Conciliation), Puducherry.
- Ex.P11 — 11-04-2018 G.O. Rt. No. 63/AIL/Lab./T/ 2018, Gazette Notification by Labour Department, Puducherry.

List of respondent's witness:

- RW1 — 20-01-2023 Thiru K.S. Madhusudhana Rao, Manager of the Respondent Management.

List of respondent's exhibits: Nil

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

GOVERNMENT OF PUDUCHERRY

FINANCE DEPARTMENT

(G.O. Ms. No. 127/F2/2022-23,
Puducherry, dated 31st March 2023)

NOTIFICATION

Tmt. R. Chitra, Joint Director of Economics and Statistics, Directorate of Economics and Statistics, Puducherry, is admitted into retirement with effect from the afternoon of 31-03-2023 on attaining the age of superannuation.

(By order)

K. GOVINDARAJAN,
Under Secretary to Government (Finance).

GOVERNMENT OF PUDUCHERRY
FINANCE DEPARTMENT

(G.O. Ms. No. 08/FD/F2/A2/2023-24,
Puducherry, dated 28th April 2023)

NOTIFICATION

On acceptance of the notice of voluntary retirement given under rule 48 (1) (a) of Central Civil Service (Pension) Rules, 1972 by Tmt. N. Vasanthi, Junior Accounts Officer, Rajiv Gandhi Government Women and Children Hospital, Puducherry, she is admitted into voluntary retirement from service with effect from the afternoon of 30-04-2023.

(By order)

RATNAGHOSH KISHOR CHAURE,
Deputy Secretary to Government
(Finance).

GOVERNMENT OF PUDUCHERRY
LAW DEPARTMENT

(G.O. Ms. No. 14/2023-LD,
Puducherry, dated 28th April 2023)

NOTIFICATION

The Lieutenant-Governor, Puducherry, is pleased to appoint the below mentioned Advocate(s) for appearance on behalf of the Government of Puducherry, before the Courts Subordinate to the Hon'ble High Court, Madras, with effect from the date of assumption of charge, temporarily until afresh selection is made. However, in respect of Thiru N. Vinayagam, his tenure shall be as per G.O. Ms. No. 27 /2022-LD, dated 14-12-2022 of the Law Department, Government of Puducherry.

Sl. No.	Name of the Advocates	Designation and name of the Court allotted
(1)	(2)	(3)
1	Thiru K. Ranganathan	Additional Public Prosecutor (III ADJ).
2	Thiru N. Vinayagam	Additional Public Prosecutor (II ADJ)-cum-Special Public Prosecutor – NDPS Act, 1985 (III ADJ).
3	Thiru P. Kumarasan	Special Public Prosecutor – POC Act, 1988 (PDJ) and SC/ST (POA) Act, 1989 (II ADJ).