Registered with the Registrar
of Newspapers for India
under No. 10410

Registered No. PY/44/2021-23

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 ஆம்	மே மீ	23 உ	
No.	21	Poudouchéry	Mardi	23	Mai	2023	(2 Jyaistha 1945)
No.		Puducherry	Tuesday	23rd	May	2023	

பொருளடக்கம் | SOMMAIRES | CONTENTS

GOVERNMENT OF PUDUCHERRY

LABOUR DEPARTMENT

(G.O. Rt. No. 54/AIL/Lab./T/2023, Puducherry, dated 25th April 2023)

NOTIFICATION

Whereas, an Award in I.D (L) No. 07/2019, dated 03-03-2023 of the Industrial Tribunal-*cum*-Labour Court, Puducherry, in respect of dispute between M/s. PONTEX, the Puducherry State Weavers Co-operative Society Limited, No. P.57, Industrial Estate, Thattanchavady, Puducherry and the Union workmen represented by AITUC Pontex Thozhilalargal Sangam, Mudaliarpet, Puducherry, over non-payment of salary dues from 01-02-2017 to the Union workmen 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.

Friday, the 3rd day of March 2023.

I.D. (T) No. 07/2019
in
CNR. No. PYPY060000272019

1. M. Buvaneswari
2. P. Kuttan
3. S. Karpagam
4. H. Annalakshmi
5. S. Murugan
6. M. Jaiganesh
7. D. Nedunchezhian
8. S. Pannerselvam
9. M. Badmanaban
10. M. Rajasekar
11. A. Murugan
12. D. Nagarajane
13. G. Gunamathy
14. S. Jenitha Campane
15. A. Leema Arokiamary
16. R. Vadivelan
17. M. Sivakumar
18. S. Kumaresan
19. V. Sekar
20. M. Malarkodi .
21. B. Padmavathy
22. R. Sudha
23. K. Arumugam
24. P. Saravanan
25. N. Mohanraj
26. R. Thanigaivelu
27. R. Buvaneswari
28. S. Kathirvelu
29. P. Annamalay
30. D. Rajavelu
31. K. Ramesh
32. M. Iroudayaradjou
33. S. Balaji
34. D. Kumar

Represented by its The Secretary,
AITUC Pontex Thozhilalargal Sangam,
No.49, Rodier Mill Street,
Mudaliarpet,
Puducherry. . . Petitioners

Versus

The Managing Director,
M/s. Pontex,
The Puducherry State Weavers Co-operative Society Limited,
P.57, Industrial Estate,
Thattanchavady,
Puducherry. . . Respondent

This industrial dispute coming on 22-02-2023 before me for final hearing in the presence of Thiru Gubendran Gunabalan, Counsel, for the Petitioners, Thiruvalargal L. Sathish, T. Pravin, S. Velmurugan, E. Karthik and S. Sudarsanan, Counsels, for the Respondent, up on hearing 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. 39/AIL/Lab./T/2019, dated 11-03-2019 of the Labour Department, Puducherry, to resolve the following dispute between the Petitioners and the Respondent, *viz.,*

(a) Whether the dispute raised by the Union workmen represented by AITUC Pontex Thozhilalargal Sangam, Mudaliarpet, Puducherry, against the Management of M/s. Pontex, the Puducherry State Weavers Co-operative Society Limited, No. P57, Industrial Estate, Thattanchavady, Puducherry, over non-payment of salary dues from 01-02-2017 to the Union workmen are justified or not? If justified, what relief the Union workmen are entitled to?

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

2. *The averments made in the claim Statement:*

The Petitioners are working in the Pondicherry Co-operative Textile Processing Society Limited, from the year 2013 as employees in various designations. All 34 employees were received salary from the Respondent Management till August 2013. The Texpro Management has not paid the 23 months salaries to the abovesaid 34 employees from September 2013 to March 2015 and October 2015 to January 2016. The Texpro Management has also collected EPF and ESI and other amounts from the salary of the employees.

(ii) Due to continuous loss in the business of Texpro, it was windup by an order, dated 02-02-2016 by the Registrar of Co-operatives Societies, Government of Puducherry. All the Petitioners were relieved from the service of Texpro on 04-02-2016 without paying 23 months arrears of salary.

(iii) The Government of Puducherry has taken a policy decision for the welfare of the 34 Petitioner employees and started a separate Dyeing Unit and appointed all the 34 Petitioner employees in the Dyeing Unit in the same designation *vide* a separate Memorandum 11-02-2016. In the said Memorandum, the Pondicherry State Weaver's Co-operative Society Limited, Pontex, has mentioned the designation, Pay Scale, other conditions, *etc.,* Prior to the liquidation, on 21-08-2015, the Union and the Managing Director, Texpro had entered into an agreement regarding job security, salary and handing over of properties of Texpro to Pontex. As per the agreement, all the Petitioners were reappointed in Pontex and salary was also given as mentioned in the appointment order.

(iv) All the 34 employees were joined the Pontex Management on 11-02-2016 and got salary till the month of January 2017. The Petitioners were also obtained loan and the loan amount was recovered from their salary by the Respondent.

(v) The Petitioners have approached the Conciliation Officer, Labour Department, Puducherry, through AITUC Pontex Thozhilalargal Sangam. In order to save the livelihood of the workers, the Government has taken a policy decision to undertake the said Society with above workers under the Pontex Administration and order for having engaged by absorption in the Dyeing Unit of the Pontex. The new Managing Director Tmt. P. Padmavaty denied paying salaries to the 34 employees for the past 32 months and bonus for three years and also not remitted the subscription of ESI and EPF in respect of Dyeing Unit workers. The 32 months salary is pending for the above Dyeing Unit employees, but, on the other hand 5 months salary is pending for other Unit employees. The present Managing Director is acting against the policy decision of the Government and refused to treat the 34 employees as employees of Pontex, which is unfair labour practices under section 9 and 13 of Schedule 5 of the Industrial Disputes Act, 1947.

(vi) Since, the Conciliation was not effective, all the Petitioners raised industrial dispute before this Tribunal. In the conciliation proceedings the Management expressed its inability to settle the issue due to heavy financial crisis prevailing in Pontex. Apart from the above 34 employees, 7 more senior employees are also working in the Pontex and they are senior regular employees and they have filed a separate case before the Hon'ble High Court, Chennai for their own grievances. No nexus between these 34 employees and the other 7 senior employees. Hence, the 34 Petitioner employees are filing this case for their own remedy by omitting the senior employees. Hence, the Petitioners employees prays to direct the Respondent to pay the arrears of salary for 23 months (for the period from September 2013 to March 2015 and October 2015 to January 2016) to each employee as mentioned in Annexure-I, which was not paid by the Pondicherry Co-operative Textile Processing Society Limited (Texpro); direct the Respondent to pay the arrears of salary for the period from February 2017 to September 2019 (32 months) to each employee as per Annexure-II; direct the Respondent to pay the arrears of bonus for the years 2016, 2017 and 2018 (3 years); direct the Respondent to pay the subsequent salary from the month of October 2019 to till the date of disposal of the claim petition;

directing the Respondent to pay the monthly salary to the employees on or before 10th of every month as per the Payment of Wages, Act 1936. Hence, the Petition.

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

A. Competency of the Union to raise Industrial Dispute

(a) The very industrial dispute raised by the Petitioner Union, both before the Labour Officer Conciliation (shortly referred as LOC) and before this Court is liable to be rejected in limine as the Petitioner Union is not competent to raise the Industrial Dispute and represent the interest of the 34 workers for whom the present dispute is filed.

(b) Section 36 (1) of Industrial Disputes Act reads 36. Representation of parties: (1) A workman who is a party to a dispute shall be entitled to be represent in any proceeding under this Act by (a) Any member of the executive or office bearer of a registered Trade Union of which he is a member, (b) Any member of the executive or other office bearer of a federation of Trade Unions to which the Trade Union referred to in clause (a) is affiliated; (c) Where the worker is not a member of any Trade Union, by any member of the executive or other office bearer of any Trade Union connected with, or by any other workman employed in the industry in which the worker is employed and authorized in such manner as may be prescribed.

(c) The provision makes it abundantly clear that; A worker can be represented only by an office bearer of registered Trade Union or a registered federation to which such registered Trade Union is affiliated, (ii) Such worker must be a member of such Trade Union, (iii) If, a worker is not a member of the Trade Union which raises the dispute on his behalf, a written letter of authorization must be given by him to the office bearer of the Trade Union to raise industrial dispute on his behalf.

(d) The Petitioner Union is not a registered Trade Union and there is no proof that the Petitioner Union is a part of any federation. Therefore, Petitioner has no legal sanctity or *locus standi* to raise any industrial dispute and represent the interests of the workers in the present dispute.

(e) Petitioner Union has no presence in the Respondent's Society. The person who signed the claim petition claiming to be Secretary of the Petitioner Union is not an employee of Respondent and he has not filed any letter of authorization from 34 workers involved in the present dispute to raise the industrial dispute before Labour Officer (Conciliation) or file the claim petition before this Hon'ble Court on their behalf. There is no proof that all the 34 workers are members of the Petitioner Union. Therefore, the Petitioner Union of the person who has filed the present industrial dispute, claiming himself to be the Secretary of Petitioner Union has no *locus standi* to raise the present dispute.

(ii) **B. Lack of inherent jurisdiction**

(a) Puducherry State Weavers Co-operative Society Limited (Pontex) is a Co-operative Society registered under the Puducherry Co-operative Societies Act, 1972 and Rules, 1973. The Society is functioning as an Apex Society, having its area of operation in entire Union territory of Puducherry.

(b) The bye-laws of Respondent and all its subsidiary regulations regulating the service conditions of the employees of the Society are applicable to all its employees. Chapter-IX of Puducherry Co-operative Societies Act, 1972, Act and more particularly section 84 of the Act provides for an elaborate, self contained mechanism for redressal of all disputes between the employees and management of Co-operative Societies. It also prescribes the Forum before whom such disputes can be raised as well as the appellate and revisional authorities for challenging the orders from such forum. Thus, section 84 of the Act constitutes a comprehensive redressal mechanism for all the grievances of the employees of Co-operative Society against the management. It thus tacitly excludes the jurisdiction of Labour Court, constituted under the Industrial Disputes Act. The very dispute referred to this Tribunal for want of inherent jurisdiction and the tacit ouster of jurisdiction under section 84 of the Pondicherry Co-operative Societies Act, 1972.

(c) The competence of the Petitioner Union to raise and contest the present industrial dispute and the lack of inherent jurisdiction of this Tribunal may be taken up as preliminary issue and the same shall be decided before delving into the merits of the case.

(iii) **2. Claim not maintainable on facts**

(a) Even on facts, the claim raised by the Petitioner Union is not maintainable and hence, Petitioner Union or any of 34 workers it represents

are not entitled to the reliefs claimed. Petitioner's 1st relief for payment of arrears of salary for 23 months from September 2013 to March 2015 and from October 2015 to January 2016 to each employee as mentioned in the Annexure-I of claim petition, which was allegedly not paid by the Pondicherry Co-operative Textile Processing Society Limited (Texpro) is incapable of being granted by this Court atleast against Respondent. Admittedly, the workers listed in the claim petition were employed with Texpro during the said period. Texpro was an independent registered Society and the wages for the said period, if, it is still unpaid, must be paid only by the said Society. Admittedly, the said Society was dissolved in the manner known to law and liquidator was appointed for completing the formalities of winding up the said Society. If, the workers of erstwhile Texpro has any pending arrears of wages payable by their erstwhile Society, it must be claimed only against the said Society or the liquidator appointed for the said Society and not against the Respondent.

(b) Second to Fifth reliefs for arrears of salary from February 2017 to September 2019 (32 months); arrears of bonus for the year 2016, 2017 and 2018 (3 years) and for continuous payment of wages and bonus from October 2019 onwards are also without any merits and deserves to be dismissed.

(e) The Pondicherry State Weavers Co-operative Society (Pontex), the Respondent herein is an Apex Co-operative Society in which 13 Primary Weavers Co-operative Societies are affiliated as member Society.

(iv) It is a Government undertaking which was started for the welfare and upliftment of hand loom fabric producers in Puducherry. The Government of Puducherry is also a member in the Co-operative Society like other individual members as it holds a share in the Society. Government of Puducherry gives financial assistance to the Co-operative Societies in the form of rebate, furniture subsidy, loan for construction of godown, *etc*. Hence, for all the financial aids, Respondent Society is dependent on the aids and subsidies of the Government of Puducherry.

(v) Prior to 2003, it ran a Dyeing Unit within its premises with some workers, who were not qualified as dyers, but, had some experience in the field. On 05-02-2003, a separate Co-operative Society by name "The Pondicherry Co-operative Textile Procession Society Limited (Texpro)" was registered and the said Society started its functioning on 14-02-2003. Records reveal that the Tripartite Agreement, dated 18-02-2003 was signed between the then Managing Director of Respondent, the President of newly started Texpro Society and Thiru P. Lakshmanasamy, Honorary President of Pontex Co-operative Labour Union, whereby, it was resolved to absorb 17 employees working in the Dyeing Unit of the Respondent by Texpro and admitted them as members of Texpro, (since, it was a Society where individual workers could be admitted as members) with other conditions of service. Thus, all those 17 employees became the members-*cum*-employees of Texpro.

(vi) In the said agreement at Para No. 5, it was agreed that in future, if, the newly started Society (Texpro) was changed or not continued to function, the dye house workers sent to the Texpro should be taken back by the Pontex Administration. Thus, even as per the said agreement Respondent was under the obligation of take back 17 workers who had been made members of Texpro and not all the other workers or members in the event of the closure of Texpro.

(vii) Texpro functioned as a separate entity though within the premises of the Respondent. The dyeing machineries used by Respondent were given to Texpro for dyeing activities, Further, "Texpro" undertook the work of Dyeing of Gray Yarn for "PONTEX" and "PONFAB", and the charges for the dyeing was paid by the Pontex and PONFAB to Texpro upon mutually agreed terms and conditions.

(viii) The Texpro Society always functioned as an independent, separate Co-operative Society and handled all its administrative affairs independently without any interference or indulgence of the Respondent. It had its own Elected Committee for management of the Society, the accounts of the Society was maintained separately, the Final Audit of the Society was conducted by the Registrar of Co-operative Societies separately and the Final Audit Report containing the Financial Statements namely the trading account, profit and loss account and the balance sheet of the Society was issued by the Registrar for every year from 2003 to 2015.

(ix) Texpro also sustained huge financial loss and was unable to meet its statutory commitments and hence, the Registrar of Co-operative Societies *vide* proceedings No. 5/I/13/RCS/Hdlms/B3/2014/382, dated 07-07-2015, issued a Show Cause Notice under section 126(1) of the Puducherry Co-operative Societies Act, 1972 calling for explanation from the Texpro Society as to why Society should not be liquidated under the Puducherry Co-operative Societies Act,

1972 and Rules 1973. The General Body of the Texpro Society passed a resolution on 20-07-2015 in which the workers involved in present dispute also participated and unanimously passed a resolution accepting the proposal of the Registrar for liquidation and submitted a letter to the RCS on 23-07-2015. The Office of the Registrar of Co-operative Societies, after considering the General Body Resolution and the letter submitted by the Texpro Society, ordered for winding up of the Texpro *vide* Order No. 5/l/13/RCS/Hdlms/B3/2014/382, dated 02-02-2016 under 126 of the PCS Act, 1972. It also appointed a liquidator to look after the affairs of the Society *vide* separate order on the same date under section 127(1) of the PCS Act, 1972 to complete the winding up proceedings of Texpro.

(x) The workers listed in the claim petition and the Management of Texpro also accepted the RCS order issued under section 126 and 127 of the PCS Act, 1972 and passed a resolution on 04-02-2016, resolving to terminate all the 43 employees from Texpro with effect from 04-02-2016 due to the liquidation of the Society. When a Society is woundup through judicial proceedings, Liquidator appointed for the Society takes over entire activities of the Society in accordance with the procedure laid down in the Puducherry Co-operative Societies Act, 1972 and Rules, 1973, and all grievances of anyone including that of the employees and members of such liquidated Society shall be addressed and redressed by the liquidator only. Therefore, payment of arrear of salary for 23 months (for the period from September 2013 to March 2015 and October 2015 to January 2016 to each employee as mentioned in the Annexure-1 which was allegedly not paid by Texpro is a dispute between the workers of Texpro and the Liquidator appointed for Texpro and all claims to that effect shall be raised before and handled by the Liquidator only and they cannot be made against Respondent.

(xi) After liquidation of Texpro, the workers Texpro exerted immense pressure upon the Respondent to absorb them. Respondent was under no legal obligation to do so. In fact, it was not in a position to absorb even a single additional worker as the Respondent was already burdened with excess staffs in Pontex and it was reeling under tremendous financial and existential crisis as that point of time. Its net loss for financial year 2015-2016 was to the tune of ₹ 1762.05 lakhs. Respondent was already employing 93 workers in Pontex and it was finding it extremely difficult to pay the salary of those employees or comply with its statutory liabilities. In fact, the employees of Respondent through their recognized Trade Unions protested absorption of 43 workers of Texpro in Pontex and even filed a Writ Petition before the Hon'ble High Court in WP. No. 5665 of 2016, which was disposed of on 16-02-2016, where, the Hon'ble High Court has directed the Respondent to consider the representation of the Union, dated 16-02-2016 to decide the matter. But, the Respondent's Management was subjected to tremendous pressure from all quarters including the political quarters to give some kind of employment to 43 workers of Texpro.

(xii) After several round of discussions with the employees of both the Societies namely, Pontex and Texpro and after lot of political interventions and agitations, Respondent had to reluctantly agree for employing 43 workers as fresh employees of Pontex, purely on *ad hoc* basis for a duration of only 2 years from the date of their recruitment. Based on the said decision, the then Managing Director of Respondent Society, submitted a proposal on 05-02-2016 to the Registrar of Co-operative Societies, requesting him to give permission to Respondent to restart its Dyeing Unit and for taking the employees of the Texpro as Pontex employees as fresh employees on fresh terms and conditions, including revised Pay Scale. The Registrar of Co-operative Societies accorded permission to Respondent to start a separate Dyeing Unit, to function within the aegis of Pontex *vide* Order, dated on 10-02-2016.

(xiii) As soon as permission was received from the Registrar of Co-operative Societies, Respondent engaged all the 43 workers including the 34 involved in the present dispute fresh appointment order *vide* Order No. Pontex/ADMN-2016, dated 11-02-2016. The letter of appointment to each of 43 workers specifically provided that it was purely temporary and *ad hoc* basis on probation for a period of two years from the date of joining duty. Clause 1 and 2 appointment order of all the 43 workers of Texpro read as follows;

1. The appointment is purely temporary and *ad hoc* and the appointee will be placed on probation for a period of two years from the date of joining duty.

2. The Society is at its discretion to extend the probationary period either during or at the end of your original or extended probationary period(s). The appropriate will continue to be a probationer until confirmed in writing by the Society.

(xiv) Thus, the aforesaid clauses in the appointment order of all the 43 workers including the 34 workers involved in the present case, makes it abundantly clear that they shall be employed only for two years on temporary basis and on completion of their probation period of 2 years, unless the probation period of those workers are extended or they are given an order of confirmation, their appointment shall be ceased to be effective from 11-02-2018 and they shall not be considered to be on the rolls of the Respondent. Only with the express conditions, all the 43 workers of erstwhile Texpro was taken in employment by the Respondent.

(xv) With the permission of the Registrar of Co-operative Societies, the Dyeing Unit of Respondent was once again started, but, the Dyeing Unit could not be run continuously by Respondent beyond 16-02-2016 because of the ever mounting financial burden of the Respondent. The Respondent Society, which was already reeling under extreme economic crisis, was not able to take the additional burden of the expenditure introduced by commencement of the Dyeing Unit. The Respondent managed to pay salary to the 43 workers appointed on *ad hoc* basis till February 2017 with great difficulties, but, could not do so thereafter. The mounting financial crisis forced the Respondent to not only reduce its production of textiles, but, also substantially reduce the dyeing process and ultimately stop it completely with effect from May 2017. The workers of the Dyeing Unit were literally without any work from May 2017. No attendance register were maintained/signed by the Respondent and also Service book of 34 employees are not in under the custody of the Respondent.

(xvi) Therefore, none of the 43 workers employed in the Dyeing Unit on *ad hoc* basis remained idle since, till date. Therefore, there was absolutely no point or purpose in extending the *ad hoc* appointment given to 43 workers beyond the 2 years period specified in their appointment order, dated 11-02-2016, which expired on 10-02-2018 and therefore, their temporary *ad hoc* probationary appointment was not extended by the Management after 10-02-2018. Hence, effective 10-02-2018, all the 34 workers involved in the present dispute ceased to be employees of Respondent by automatic expiry of their letter of *ad hoc* appointment. Hence, the Petitioner Union cannot claim that 34 workers interested in the present dispute are still in employment of the Respondent from 11-02-2018 onwards. Their claims for wages after 11-02-2018 and continuity of service or for bonus beyond the period of their employment is not sustainable in view of automatic severance of employment on completion of the *ad hoc* service period on 11-02-2018. The Petitioner Union has admitted that Respondent had paid them their salary till February 2017 and therefore, their claim for wages can at best be adjudicated till 11-02-2018 only.

(xvii) As regards, the claim for wages for the period from March 2017 to 11-02-2018, even that is not payable by the Respondent to all the 34 employees as listed in the claim petition. The employee listed in Sl.No. 16 of the claim statement by name Mr. R. Vadivelan admits that he was employed as Assistant Shift Supervisor and obviously his nature of employment was to supervise the works of the 42 workers. The salary fixed for Mr. R. Vadivelan as Assistant Shift Supervisor was ₹ 17,243 and hence, he does not falls within the purview of workman as defined under section 2(s) of Industrial Disputes Act and hence, his claims cannot be adjudicated by this Court. The Union has no *locus standi* to represent the interest of the said Supervisor before this Court. Hence, his claims must be automatically rejected by this Court.

(xviii) Similarly, the workers listed in Sl.No. 28 to 34 of claim petition have categorically admitted that they were employed only on daily wages, meaning that they earn their wages only on performance of day's work. Therefore, they are entitled to claim wages only for the days they have actually worked in the Respondent's organization. None of the workers listed in Sl.No. 28 to 34 were given any employment on any days from March 2017 onwards and they did not work even on a single day during the said period. Further, the Dyeing Unit was completely stopped from May 2017 and hence, no activities in the Dyeing Unit were carried out by the Respondent. Hence, these workers are not entitled to claim any wages for the days when they have not worked.

(xix) As regards the rest of the workers, it is further submitted that once the Dyeing Unit came to a grinding halt with effect from May 2017. Therefore, all the 34 workers listed in the claim petition remained idle and hence, by application of the principle 'no work no pay', they have not earned their wages during the said period. Hence, none of the workers listed in the claim petition are eligible for any wages atleast from May 2017, when the Dyeing Unit was completely closed by the Respondent.

(xx) The contention of Petitioner Union that the Writ Petition filed by 6 workers before the Hon'ble High Court has no bearing to the present case is not acceptable. The six workers who have filed the Writ Petition were the erstwhile employees of Respondent, who migrated to Texpro upon its formation. As per the agreement, dated 18-02-2003 all those migrated workers will be taken back by Pontex upon closure of Texpro. All those 6 workers were taken on roll of Respondent with effect from 01-02-2016 as fresh filed a Writ Petition No. 27932 of 2018, before the Hon'ble High Court, Chennai, challenging the order of Registrar of Co-operative Societies, dated 10-02-2016. The said Writ Petition is still pending and any findings of Hon'ble High Court in the said Writ Petition shall have direct and substantial impact upon the present case.

(xxi) The allegations of Petitioner's Union that Respondent has disbursed the salaries to other unit employees, but, wantonly refusing to pay the monthly salary to the Dyeing Unit employees and showing discrimination is untrue and uncalled for Workers employed from Texpro have ceased to be employees of Respondent with effect from 11-02-2018. Hence, there is no question of paying any salary to them after the said period. Even for the earlier period, Respondent never showed any discrimination between the employees taken on *ad hoc* basis from Texpro and the regular staffs of Pontex. All the 34 workers involved in present dispute were and are aware of the fact that since, 2015, production of Petitioner had fallen down drastically. The Respondent was and is already overstaffed and even as on February 2016, when 43 workers of Texpro were appointed, it was reeling under extreme financial crisis. Inspite of that salary was paid to them till January 2017 to workers employed from Texpro. During the same period, Respondent was due to pay ₹ 50,49,871 toward a arrears to the regular workers of Pontex and its statutory dues were to the tune of ₹ 31,05,406. In addition, the income of Respondent had also dried up and even the dues payable by Government and its subsidiaries were not cleared and mounted to ₹ 706.89 lakhs as on 31-03-2019. All the Government grants, subsidies and other financial aids from Government had also dried up and Respondent's total accumulated loss as on 31-03-2019 was ₹ 2801.57 lakhs. As on 31-03-2019, Respondent was in arrears to the tune of ₹ 265.14 lakhs towards the salary of its own workers and its statutory liability such as ESI, EPF, Electricity, water consumption were to the tune of ₹ 60,39,644. Thus, the entire share capital of Respondent has already got eroded and it has absolutely no financial solvency to take any further economic load on itself. Only under such circumstances it had to stop all its dyeing activities and stop payment of salary to the *ad hoc* temporary workers. There was never any bias by Respondent to any of its workers.

(xxii) Since, all the 34 workers listed in claim petition were only temporary employees and their period of employment was only for 2 years and since, their period of employment expired on 11-02-2018, none of the workers can claim to be in employment of Respondent after 11-02-2018 and they are not eligible for any wages or any other benefits after 11-02-2018. Even for, the periods between February 2017 to 11-02-2018, the Respondent are not eligible for wages as they did not earn their wages in view of lack of any work. Hence, the claim petition is liable to dismissed.

4. *Points for consideration*

(i) Whether the Respondent has to pay the arrears of salary for 23 months for the period from September 2013 to March 2015 and October 2015 to January 2016 to all the Petitioners?

(ii) Whether the Petitioners are entitled to receive the arrears of salary from February 2017 to September 2019 and consequently?

(iii) Whether the Petitioners are entitled for the arrears of bonus and other attending benefits?

5. *On Point*

The President of the Petitioner's Union Mr. S. Murugan examined as PW1 and Ex.P1 to P46 were marked. On Respondent side Mr. E. Selvarasu, Managing Director of the Respondent Company examined as RW1. Through him Ex.Rl to R8 were marked.

6. *On the point*

The reference is for non-payment of salary dues from 01-02-2017 to the Union Workmen 41 in number annexed in Annexure No. 1 along with the reference. Whereas, the claim petition has been filed by Union for 34 workmen out of 41 workmen. The exact prayers sought in the claim petition are to direct the Respondent to pay the arrears of salary for 23 months *i.e.,* from September 2013 to March 2015 and October 2015 to January 2016; to direct the Respondent to pay the arrears of salary for the period from February 2017 to September 2019 to each employee; directing the Respondent to pay the arrears of Bonus for the year 2016, 2017 and 2018; to direct the Respondent to pay the subsequent salary from October 2019 to

till the date of disposal of this ID and to direct the Respondent to pay a monthly salary on or before 10th of every month as per the Payment of Wages Act.

7. The case of the Respondent Management is that due to huge financial loss, the expro which is an independent, separate Co-operative Society handling all its administrative affairs independently without any interference of the Respondent Company namely, Pontex, was liquidated by due process of law *vide* order No. 5/l/13/RCS/Hdlms/B3/2014/382, dated 02-02-2016 under 126 of the Puducherry Co-operative Societies Act, 1972. As per the order a liquidator to look after the affairs of the Texpro Society appointed to winding up the proceedings of Texpro. It is an admitted fact by both the Parties.

8. The further admitted fact by both of the Parties to the dispute is that a resolution was passed on 04-02-2016 resolving to terminate all the 43 employees from Texpro with effect from 04-02-2016 due to the liquidation of the Society.

9. According to the Respondent Society, the payment of arrears of salary for 23 months (from September 2013 to March 2015 and October 2015 to January 2016) which was allegedly not being paid by the Texpro Society, can be asked only from the Texpro Society. The workers of Texpro Society ought to have placed the above prayer for arrears of the salary for the relevant period to the Society where they worked. Their right to sue for arrears due if any, for such period is only as against the Liquidator appointed for Texpro. The relief ought to have sought only before the Liquidator who has been duly appointed by the Competent Authority. Hence, the first relief claimed in the claim petition is not maintainable as against the Respondent Pontex Society.

10. The learned Counsel for the Respondent further submits that as per the direction given by the Hon'ble High Court of Madras in W.P. No. 5665/2016, dated 16-02-2016, the representations of the Union, dated 16-02-2016, considered by the Respondent Pontex Society and after several rounds of discussions with the employees of both the Societies namely, Pontex and Texpro, the Respondent Pontex Society agreed for 43 workers as fresh employees of Pontex, purely on *ad hoc* basis for a duration of only 2 years from the date of their recruitment. A fresh appointment order had issued *vide* Order No. Pontex/Admn-2016, dated 11-02-2016. The said appointment order of all the 43 workers including the 34 workers in the claim petition makes clear that they shall be employed only for 2 years on temporary basis and on completion of their probation period of 2 years, unless the probation period are extended or an order of confirmation given, their appointment shall be ceased from 11-02-2018 and they shall not be considered to be on the rolls of the Respondent Society. However, the learned Counsel for the Respondent fairly conceded during the arguments that the Respondent Society has to pay the salary for the remaining Probation Period for the workers placed under the Probation.

11. The first and foremost argument placed by the Respondent Management is that the Petitioner Union is not a registered Trade Union and there is no proof produced to show that the Petitioner Union is a part of any federation. Therefore, the learned Counsel appearing the Respondent Management would argue that as per section 36 (1) of ID Act, the Petitioner Union has no legal sanctity or *locus standi* to raise any ID and represent the interest of the 34 worker's. During arguments the learned Counsel appearing for the Respondent Management brought to the attention of the Court with regard to the glance left and unfilled while describing the details of the 34 workers in the claim petition and thus, he stated that without the knowledge of the 34 workers, this Petitioner Union raised this dispute on behalf of them. That is the reason their descriptions are found to be incomplete in the claim petition.

12. In support of his contention, the Respondent Counsel also referred and relied upon the following case laws:

(i) CDJ 2006 SC 684

In Parents Teachers Association and Others *vs.* Chairman, Kendriya Vidyalaya Sangathan and Others, AIR 2001 Rajasthan 35, speaking for the Bench, Chief Justice Dr. A.R. Lakshmanan, in paras 12 and 13 observed as under:

12. The appellant-Petitioners have not placed before this Court any document to show that the Parents-Teachers Association is a registered'and recognized association.....

..... The provisions of the Industrial Disputes Act with reference to the registration of Trade Unions. Section 2(q)(q) defines Trade Union which means a Trade Union registered under the Trade Unions Act, 1926 (16 of 1926). section 36 of the Industrial Disputes Act, 1947 says that the workman who is a party to dispute shall be entitled to be represented in any proceedings under this Act by any member of the executive or other office bearer of a registered Trade Union of which he is a member or by any member of the executive or other office bearer of a federation of Trade Unions to which the Trade Unions referred to in clause A is affiliated.

(ii) CDJ 2013 Cal HC 377

The word "Registered Trade Union" is of great significance and can imbibe within it's contour the Trade Union Register under the Trade Union Act and not otherwise. The said section further takes care of the interest of the workmen who is not a member of a Trade Union to be represented by any member of the executive or other office bearer of any Trade Union connected with or by other workmen employed in the industry in which the worker is employed. In any of such eventualities, the representation is to be made through a Trade Union registered under the Trade Union Act and not through any Association or Union which is not recognized under the said Act.

(iii) CDJ 1993 BHC 385

Similarly, it is equally necessary to find out the locus of the appellant to raise a dispute in its capacity as a federation of Trade Unions on behalf of the employees of the Bank. It has come to light during arguments that the appellant Federation is not a Registered Body under the Trade Unions Act, 1926. It is hence not a 'Trade Union' within the meaning of section 2(h) of the said Act. The definition includes any federation of two or more Unions. In the absence of it being a Registered Body, the appellant is incompetent to raise or made any demand for an on behalf of the employees so as to fall within the scope and ambit of the 'industrial dispute' as defined under section 2 (K) of the Industrial Disputes Act. If, the appellant is not in a position to raise an "industrial dispute" it has no *locus standi* to seek the privilege of negotiating those demands, which is the privilege of only registered Trade Unions or a group of workmen under the Industrial Disputes Act. The appellant, admittedly, not being a registered Trade Union is not a juristic person and hence, also incompetent to file the Writ Petition. In the view which we have taken, we do not feel that it is necessary to decide whether the act of unfair labour practice is an industrial dispute and whether the second Respondent is an employer for enabling the appellant to raise an industrial dispute against them.

(iv) CDJ 2010 All HC 147

The Petitioner has categorically raised a preliminary objection to the effect that the Respondent No. 2 is not competent to espouse the cause of workers, but, the Tribunal without recording any finding on this crucial aspect has passed the impugned order, the order is totally uninformed of reasons and cannot be sustained in law, specially in view of Apex Court decision in the case of Workman of Dharam Pal Prem Chandra vs. Dharam Pal Prem Chandra AIR 1966 SC 182: 1965-I-LLJ-668, wherein, it has been laid down that an individual dispute become industrial dispute only if, it is sponsored by the Union of workmen and such Union fairly claims to be working in representative capacity on behalf of such workers. Therefore, unless the workers are shown to. be members of Union, the Union cannot be competent to espouse their case.

(v) CDJ 2013 MHC 1449

For the purpose of advancing their cause, if, they do not register as a Trade Union in terms of section 2 (qq) of the Industrial Disputes Act, they will have no *locus standi* to come before this Court. section 2 (qq) of the I.D Act defines the Trade Union, which reads as follows:

> [(qq) "Trade Union" means, a Trade Union registered under the Trade Unions Act, 1926 (6 of 1926)]

Para 17. The question whether such an unregistered Union can masquerade as a Trade Union came to be considered by the Supreme Court *vide* Judgment in B. Srinivas Reddy *v.* Karnataka Urban Water Supply and Drainage Board Employees' Association, reported in (2006) 11 SCC 731 (2). The following passages found in paragraphs 38 and 39 may be usefully extracted below:

"38. ..... Chapter-III of the Trade Unions Act, 1926 sets out rights and liabilities of the registered Trade Unions. Under the said enactment, an unregistered Trade Union or a Trade Union whose registration has been cancelled has no manner of right whatsoever, even the rights available under the ID Act have been limited only to those Trade Unions which are registered under the Trade Unions Act, 1926 by insertion of clause 2 (qq) in the ID Act with effect from 21-08-1984 defining a Trade Union to mean, a Trade Union registered under the Trade Unions Act, 1926.

39. The High Court, in our opinion, miserably failed and gravely erred in holding that Respondents 1 and 2 have *locus standi* to question the appointment of the appellant in the light of the change of law that has been brought about by insertion of section 2 (qq) of the ID Act and having regard to the provisions of Chapter-III of the Trade Unions Act, 1926....."

Para 18. It is only when a Trade Union is registered under the Trade Unions Act, it has the benefit of check-off facility and also complain in case of

discrimination regarding employer's unfair labour practice which is set out in the Fifth Schedule of the I.D. Act. The V Schedule, Part-I deals with the employer's partiality towards granting of favour to anyone or several Trade Unions and complaint about employers' sponsoring Trade Unions. Therefore, the impugned circulars in limiting the check-off facility only to Trade Unions functioning in the insurance industries is reasonable and well within the legal norms set out above. The Petitioner cannot have any *locus standi* to challenge the same in the absence of it not being a Trade Union as defined under section 2 (qq) of the I.D. Act.

13. The learned Counsel added further on the same point that the Petitioner Union has no presence in the Respondent's Society. The signatory of the claim petition filed in this case claiming to be the Secretary of the Petitioner Union is not an employee of the Respondent Management. No authorization filed before this Court or even before the Labour Officer (Conciliation) by him to represent the 34 workers herein. Further, there is no proof filed to show all the 34 workers are the members of the Petitioner Union. Hence, he concluded that in absence of such authorisation, the individual dispute cannot be treated as industrial dispute.

14. On perusal of the claim statement, I could able to find that it was signed by one Nedunchezhian, who is said to be the Secretary (AITUC), Pontex Thozilalargal Sangam/Petitioner herein. When there was a specific defence made by the Respondent Management about the *locus standi* of the Petitioner to file the claim statement as well as to raise the industrial dispute, it is the bounden duty of the Petitioner Union to produce documents to comply with the situations regarding *locus standi* as prescribed under section 36(l) of Industrial Disputes Act. On going through the exhibits filed on the side of the Petitioner Union, I don't find any such documents to show that the Petitioner Union is a registered Trade Union, or a member of the registered federation nor any authorization given by the 34 workers in favour of the Petitioner Union to act and conduct the industrial dispute on behalf of them.

15. The said defence taken by the Respondent Management has been elaborately dwelt upon during the cross-examination made by the Respondent Management on Petitioner side witness namely, PW1. For better appreciation, I would like to extract the relevant portion of PW1 cross-examination hereunder:-

"மனுதாரர் சங்கத்தில் நான் தலைவர். நான் தலைவர் என்பதற்கு ஆதாரம் எதுவும் தாக்கல் செய்யவில்லை. மனுதாரர் சங்கம் AITUC Pontex தொழிலாளர் சங்கம் என்று புதுச்சேரியில் சங்கத்தை பதிவு செய்துள்ளோமா என்றால் செய்திருக்கிறோம். அதற்கான ஆவணம் எதுவும் தாக்கல் செய்யவில்லை. எங்கள் மனுவில், பதிவு எண் எதுவும் குறிப்பிடப்படவில்லை. AITUC என்பது Federation, அதாவது சங்கத்திற்கு எல்லாம் சங்கம் ஆகும். எங்கள் மனுதாரர் சங்கம் AITUC-ல் member என்பதற்கு எந்த ஆதாரமும் தாக்கல் செய்யவில்லை. பதிவு செய்யப்பட்ட சங்கம்தான் தொழிற்தாவாவை எழுப்ப முடியும் என்றாலும் அந்த வகையில் பதிவு செய்யப்படாத மனுதாரர் சங்கம் எழுப்பியுள்ள இந்த தொழிற்தாவா சட்டப்படி ஏற்றுக்கொள்ளத்தக்கதல்ல என்றால் சரியல்ல. இந்த தொழிற்தாவாவை எழுப்புவதற்கு, எங்கள் சங்கம் பொது குழு கூட்டி தீர்மானம் ஏதாவது போட்டதா என்றால் போட்டோம். ஆனால், அதை நாங்கள் தாக்கல் செய்யவில்லை. இந்த தொழிற்தாவாவில் சாட்சி அளிக்க எனக்கு அதிகாரம் அளிக்கப்பட்டதா என்றால் நான் மனுதாரர் சங்கத்தின் தலைவர் என்ற முறையில் சாட்சி அளிக்கிறேன் என்று சாட்சி பதிலளிக்கிறார். ஆனால், அதற்காக ஆதாரம் எதுவும் தாக்கல் செய்யவில்லை என்றால் ஆமாம். Claim Statement-ல் உள்ள கையெழுத்து என்னுடையதல்ல. அது எங்கள் சங்கத்தின் செயலாளர்- நெடுஞ்செழியன் என்பவருடையது. மேற்படி நெடுஞ்செழியன் மனுதாரர் சங்கத்தின் செயலாளர் என்பதற்கு ஆதாரம் எதுவும் தாக்கல் செய்யவில்லை. மேற்படி நெடுஞ்செழியனுக்கு செயலாளர் என்ற முறையில் Claim Statement தாக்கல் செய்ய அதிகாரம் வழங்கப்பட்டதற்கும் எந்தவித ஆவணமும் தாக்கல் செய்யவில்லை. இந்த வழக்கு 34 நபர்கள், எங்கள் மனுதாரர் சங்கத்தை சேர்ந்தவர்களால் தாக்கல் செய்யப்பட்ட தொழிற்தாவா. மேற்படி 34 நபர்களும், எங்கள் மனுதாரர் சங்கத்தின் உறுப்பினர்கள்தான் என்பதற்கு ஆதாரம் எதுவும் தாக்கல் செய்யவில்லை.

16. It is pertinent to note that the claim statement was filed by the person namely, Mr. Nedunchezhian claiming to the Secretary of the Petitioner Union. Whereas, the oral evidence given on the Petitioner side is the person by name S. Murugan who claims himself to be the President of the Petitioner Union and also mentioned as peon in Pontex. Both the President and Secretary have appeared before this Court, but, none filed any piece of paper to show that Petitioner Union is a registered Trade Union under the Trade Unions Act. From the above referred oral evidence, it is made clear that no proof placed before this Court to show that Petitioner Union is a registered Trade Union or the member in the Federation of Trade Unions. Nor any proof to show that the Petitioner Union has been authorized by the 34 workers to raise the said industrial dispute. As already discussed that in absence of any such proof, I hold that Petitioner Union has no *locus standi* to raise the industrial dispute on behalf of the workers. Hence, the industrial dispute raised by the Petitioner Union suffers on that count also.

17. In the reference the Petitioner Union sought for payment of salary dues from 01-02-2017. In the claim statement, the first prayer sought by the Petitioner Union for directing the Respondent Society to pay the arrears of salary for 23 months (from September 2013 to March 2015) and (October 2015 to January 2016) which was not paid by Texpro.

18. The learned Counsel for the Respondent Management has strongly objected for the above relief of salary arrears to be paid for the relevant period (from September 2013 to March 2015) and (October 2015 to January 2016) for the reason that at that particular point of time the Respondent Management herein namely, Pontex was not the employer and the 34 workers involved in the dispute herein were also not the employees under the Pontex Society. That being the case the arrears of salary claiming to be due cannot be sought from the Respondent Pontex Society. Secondly, he would argue that even if, there is any salary due to be paid for the said period the workers can only sought from the Texpro Society where they were employed at that point of time. Furthermore, he would submit that it is an admitted fact on both sides that Texpro Society was woundup and Liquidator has been appointed by the Registrar of Co-operative Societies and on that angle also their prayer for salary arrears for the relevant period ban only be made before the Liquidator appointed with regard to Texpro Society.

19. On perusal of the records and oral evidence, I find substance with the above arguments made by the Counsel for the Respondent Management. Ex.P1 is the copy of the Appointment Order issued by Texpro, dated 28-09-2019. Ex.P3 is the copy of the winding orders of Texpro, dated 02-02-2016. Ex.P13 is the copy of Gazette Notification for liquidation of Texpro Society, dated 16-02-2016. Under Ex.P13, Mr. R. Rangababu, Co-operative Officer/Liquidator, shall take into his custody all the properties, effects and actionable claims to which the said Society is or appears to be entitled and complete the liquidation proceedings as per law. The said notification publishing the winding up orders (Ex.P13) and winding orders of the Registrar, Co-operative Societies, Government of Puducherry (Ex.P3) were exhibited by the Petitioner Union itself as their side documents. The specific defence taken by the Respondent Management herein, is that when subsequent to the winding up of erstwhile Texpro Society, Respondent is the different Management Society employed the workers by way of fresh appointment, and hence, the Respondent Pontex Management is no way responsible/liable to pay the salary arrears said to have been due to the workers of Texpro from Texpro Society. On the other hand no documentary evidence produced to substantiate that they are entitled for first relief of the salary arrears from the hands of Pontex Society. Further, when the Liquidator has been appointed the workers of the Society which was woundup by due process of law by the orders of Competent Authority, their relief of salary arrears if any, for the period said to have been worked under the woundup company is only before the Liquidator. Therefore, with regard to the first relief of claiming salary arrears for the period (from September 2013 to March 2015) and (October 2015 to January 2016) cannot be ordered and maintainable against the Respondent Pontex Society and thus, the first relief is rejected.

20. Admittedly, the Texpro and Pontex are the Societies registered under Puducherry Co-operative Societies Act, 1926. The said Act is a self contained Statute and remedies are very well available when there is any dispute or violation of Rules and Regulations. Sec. 84 of the Co-operative Societies Act deals with the Settlement of Disputes. Sec. 128 of the Societies Registration Act says about the procedure for Appointment and powers of liquidator. Sec. 130 of the Act dealt with bar of Civil Suits.

21. The next specific defence taken by the Respondent Management is that as per Sec. 84 of Co-operative Societies Act, the settlement of disputes arising other than the disciplinary action can be raised only before the Registrar, Co-operative Societies.

22. In this case, the Petitioner Union has raised industrial dispute over the salary dues and arrears of bonus and for subsequent salary till the date of disposal of the claim. It is also undisputed fact that after winding up of Texpro Society the 34 workers involved in this dispute with some other employees of the Texpro were given fresh appointment in the Pontex Respondent Society. The said Appointment Order were marked as Ex.P14 to Ex.P44. On perusal of those exhibits (the Appointment Orders) issued to individual workers by the Pontex Respondent Society, dated 11-02-2016, it is made clear that the said Appointment is purely temporary and *ad hoc* and they had placed on probation for a period of two years from the date of joining duty. Therefore, their employment under the Pontex Respondent Society was effected only in the February 2016 as per their own exhibits. Further, they were employed on temporary and *ad hoc* basis for two years as probationers.

23. When there is any dispute between the Society and members with regard to the business of the Society, such dispute can be raised only before the competent authority created and constituted under the Statute.

Here, a special Statute namely, the Puducherry Co-operative Societies Act, 1972 provides under section 84 of Act 1972, for Settlement of disputes between the Society and the member when it touches the business of the Society. Further, there is a clear bar of Civil Suits which includes industrial disputes before the Tribunal when there is a self contained statute providing for an effective remedy and redressal for the said nature of disputes. Puducherry Co-operative Societies Act, 1972 provides under sections 139-Co-operative Tribunal; 140-Appeals; 141-Revision; 142-Review; 143-Execution of orders passed in appeal, revision or review; 144-Bar of Jurisdiction of Civil Courts. From the provisions of the Puducherry Co-operative Societies Act, it is very clear the if, there is no disciplinary action then the dispute cannot be termed as industrial dispute to be referred to the Industrial Tribunal.

24. In the recent Judgment of the Hon'ble Madars High Court S. Subbaiah *vs.* Registrar of Co-operative Societies, dated 26-11-2020 it has been observed and held that,

> "Para 32. It is not as if, there is no remedy available to the employees, and when an effective alternative remedy is available to the employees of the Co-operative Societies and there is no doubt, the same is to be exhausted under the law, and the Writ Courts need not entertain the Writ Petition.
>
> Para 33. This Court is of the firm opinion that every institution created through and under the Statute is to be respected and the jurisdiction and powers provided under the Statute shall be allowed to be exercised by the competent authorities. Thus, intermittent intervention is not preferable, and the competent authorities shall be allowed to exercise their Quasi Judicial powers in accord with the provisions of the Act. The competent authorities are also having wide powers to correct the irregularities and illegalities under the Act.
>
> Para 34. The concept of democracy includes democracy of the institution functioning under the Statute also. All must have a say in decision making, which can be direct or indirect. Thus, any restraint from exercising the powers under normal circumstances will affect the very principles. It is the duty of the institution to respect other institutions in respect of exercise of power. No doubt in the event of any gross injustice the same can be questioned under Article 226 of the Constitution of India. However, such circumstances are exceptions and cannot be allowed in a routine manner. Thus, this Court is of the opinion that on each and every occasion, the employees of the Co-operative Societies cannot be permitted to file a writ directly, without exhausting the remedy available, more specifically, under section 153 of the Act.
>
> Para 35. In this view of the matter, the case on hand is a case where the terminal benefits are not settled and settlement of terminal benefits is undoubtedly part of service conditions and all terminal benefits are to be settled in accordance with the Bylaws and the Co-operative Societies Act. The Bylaws are approved by the Registrar of Co-operative Societies and as per section 78 and 79 of the Act, a separate account has been created in the respective Central Co-operative Banks and the same is operated by the respective Co-operative Societies and all such Co-operative Societies are governed by the Bylaws of Co-operative Societies."

25. By applying the above ratio to the present set of facts, it is squarely applicable. This ID filed for payment of salary arrears due. The arrears of salary is undoubtedly part of service conditions and this issue of benefits are to be settled in accordance with the Bye-laws and the Co-operative Societies Act. It is not as if, there is no remedy available to the employees, when an effective alternative remedy is available to the employees of Co-operative Societies and there is no doubt the same is to be exhausted under the law.

26. Therefore, from all angles, I conclude that (i) the Petitioner Union has no *locus standi* to expouse the dispute of 34 workers (individual dispute) as industrial dispute in the absence of any documentary proof to substantiate that they are the registered Trade Union or the member of the Federation of registered Trade Union or Authorized by the 34 members to act on their behalf in this industrial dispute, (ii) Even otherwise, as far as the first relief regarding the salary arrears said to have been due from the period September 2013 to March 2015, undisputedly the workers were not the employed under the Pontex Society (Respondent herein) at that relevant period and as they were not the employers under the Pontex Society during the relevant period they are not entitled for the relief sought from the Respondent Pontex Society. If at all, they have any relief during the relevant point of time as claimed in the claim petition their relief is only before the Liquidator appointed by the competent authority. (iii) With regard other reliefs as claimed in the claim petition, being the employers of the registered Co-operative Society, they ought to have approached the competent authority constituted under the Puducherry Co-operative Societies Act. (iv) Puducherry Co-operative Societies Act is a self contained Statute having exclusive provisions for settlement of disputes, bar of Civil Suits, *etc.*,

the reliefs sought by the Petitioner Union as an industrial dispute before this Tribunal cannot be maintainable as the reliefs sought in the claim petition as against the Respondent Management no doubt to be exhausted under the Puducherry Co-operative Societies Act. Thus, the points for the determination are decided as against the Petitioner.

27. In the result, the referance is unjustified and the industrial dispute is dismissed. No costs.

Dictated to Stenographer, transcribed by him, corrected and pronounced by me in the open Court on this the 3rd day of March, 2023.

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

List of petitioner's witness:

PW.1	—	20-07-2022	Murugan, President of the Petitioner Union.

List of petitioner's exhibits:

Ex.P1	—	28-09-2005	Photocopy of Appointment Order issued by Texpro.
Ex.P2	—	21-08-2015	Photocopy of Agreement between Union and Management.
Ex.P3	—	02-02-2016	Photocopy of Winding Up orders for Texpro.
Ex.P4	—	04-02-2016	Photocopy of Dismissal Order issued by Texpro.
Ex.P5	—	10-02-2016	Photocopy of Order for Engagement of Texpro Employees to Pontex.
Ex.P6	—	11-02-2016	Photocopy of Memorandum for Appointment.
Ex.P7	—	24-06-2019	Photocopy of Letter for Recovery of Loan.
Ex.P8	—	26-06-2018	Photocopy of Notice of Attachment issued by EPF Office.
Ex.P9	—	06-02-2017	Photocopy of Complaint to Lieutenant-Governor.
Ex.P10	—	03-11-2017	Photocopy of Complaint to Conciliation Officer.
	—	25-10-2018	Photocopy of Letter referred for Adjudication.
Ex.P12	—	11-03-2019	Photocopy of Government order for Adjudication.
Ex.P13	—	16-02-2016	Photocopy of Gazette Notification for Liquidation.
Ex.P14	—	—	Photocopy of Service Records of M. Buvaneswari (6 sheets).
Ex.P15	—	—	Photocopy of Service Records of P. Kuttan (7 sheets).
Ex.P16	—	—	Photocopy of Service Records of S. Karpagam (6 sheets).
Ex.P17	—	—	Photocopy of Service Records of H. Annalakshmi (6 Sheets).
Ex.P18	—	—	Photocopy of Service Records of S. Murugan (6 sheets).
Ex.P19	—	—	Photocopy of Service Records of M. Jaiganesh (6 sheets).
Ex.P20	—	—	Photocopy of Service Records of D. Nedunchezhiyan (4 sheets).
Ex.P21	—	—	Photocopy of Service Records of S. Pannerselvam (7 sheets).
Ex.P22	—	—	Photocopy of Service Records of M. Badmanaban (6 sheets).
Ex.P23	—	—	Photocopy of Service Records of M. Rajasekar (3 sheets).
Ex.P24	—	—	Photocopy of Service Records of A. Murugan (7 sheets).
Ex.P25	—	—	Photocopy of Service Records of D. Nagarajane (6 sheets).
Ex.P26	—	—	Photocopy of Service Records of G. Gunamathy (6 sheets).
Ex.P27	—	—	Photocopy of Service Records of S. Jenitha Campane (6 sheets).
Ex.P28	—	—	Photocopy of Service Records of A. Leema Arokiamary (6 sheets).

Ex.P29	—	—	Photocopy of Service Records of M. Sivakumar (7 sheets).
Ex.P30	—	—	Photocopy of Service Records of S. Kumaresan (5 sheets).
Ex.P31	—	—	Photocopy of Service Records of V. Sekar (6 sheets).
Ex.P32	—	—	Photocopy of Service Records of M. Malarkodi (6 sheets).
Ex.P33	—	—	Photocopy of Service Records of B. Padmavathy (4 sheets).
Ex.P34	—	—	Photocopy of Service Records of R. Sudha (6 sheets).
Ex.P35	—	—	Photocopy of Service Records of K. Arumugam (6 sheets).
Ex.P36	—	—	Photocopy of Service Records of P. Saravanan (6 sheets).
Ex.P37	—	—	Photocopy of Service Records of N. Mohanraj (7 sheets).
Ex.P38	—	—	Photocopy of Service Records of S. Kathirvelu (2 sheets).
Ex.P39	—	—	Photocopy of Service Records of P. Annamalay (4 sheets).
Ex.P40	—	—	Photocopy of Service Records of D. Rajavelu (2 sheets).
Ex.P41	—	—	Photocopy of Service Records of K. Ramesh (2 sheets).
Ex.P42	—	—	Photocopy of Service Records of M. Iroudayaradjou (2 sheets).
Ex.P43	—	—	Photocopy of Service Records of S. Balaji (1 sheet).
Ex.P44	—	—	Photocopy of Service Records of D. Kumar (2 sheets).
Ex.P45	—	—	Photocopy of list of Employees – Annexure-I (with Arrears).
Ex.P46	—	—	Photocopy of list of Employees – Annexure-II (with Arrears).

List of respondent's witness:

RW1	—	08-11-2022	E. Selvarasu, Managing Director of the Respondent Management (Pontex).

List of respondent's exhibits:

Ex.R1	—	26-11-2021	Photocopy of the Byelaws of the Respondent Society.
Ex.R2	—	18-02-2003	Photocopy of the Tripartite Agreement signed between the Respondent with the President Texpro Society (3 pages).
Ex.R3	—	02-02-2016	Photocopy of the letter submitted by the Texpro Society, ordered for winding up of the Texpro *vide* Order No. 5/I/13/RCS/ Hdlms/B3/2014/382 and the General Body resolution of the Texpro Society on 04-02-2016.
Ex.R4	—	—	Photocopy of the Audit Certificates of Respondent for the Financial years 2015-2016, 2016-2017, 2017-2018, 2018-2019 and 2019-2020 (1 to 70 pages).
Ex.R5	—	06-02-2016	Photocopy of the letters given by the Petitioners seeking employment with Respondent Society (35 Nos.).
Ex.R6	—	16-02-2016	Photocopy of the Order passed in Writ Petition in WP. No. 5665 of 2016 by the Hon'ble High Court of Madras.
Ex.R7	—	—	Photocopy of the Appointment Order of Petitioner Workers (66 pages).
Ex.R8	—	23-07-2018	Photocopy of the Writ Petition No. 27932 of 2018, before the Hon'ble High Court Chennai, challenging the Order of Registrar of Co-operative Societies, dated 10-02-2016 and the Counter filed by the Respondent's Society.

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

புதுச்சேரி அரசு

துணை மாவட்ட ஆட்சியர் (வருவாய்) அலுவலகம், காரைக்கால்

எண் 1175/மாசாஆ/காரை/சீ3/2023.

அறிவிக்கை

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

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

வரிசை எண்	ஒப்படை பெற்றவரின் பெயர் மற்றும் முகவரி	நகர/மறு அளவை எண்	நிலத்தின் பரப்பளவு			நில ஒப்படை ஆணை எண்
(1)	(2)	(3)	(4)			(5)
			ஹெ.	ஆ.	சா.	
10, வரிச்சிக்குடி (வடக்கு) வருவாய் கிராமம்						
1	திரு. அழகர்சாமி, த/பெ. வீராசாமி; திருமதி தமிழ்ச்செல்வி, த/பெ. அழகர்சாமி.	227/154	0	00	72	171/2000

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

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

காரைக்கால், 2023 (வரு) மே (மீ) 03 (கு).

ஞா. ஜான்சன்,
துணை ஆட்சியர் (வருவாய்).

புதுச்சேரி அரசு

துணை மாவட்ட ஆட்சியர் (வருவாய்) அலுவலகம், காரைக்கால்

எண் 11862/DCR/KKL/C3/MVP/2023.

அறிவிக்கை

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

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

வரிசை எண்	ஒப்படை பெற்றவரின் பெயர் மற்றும் முகவரி	நகர/மறு அளவை எண்	நிலத்தின் பரப்பளவு			நில ஒப்படை ஆணை எண்
(1)	(2)	(3)	(4)			(5)
			ஹெ.	ஆ.	சா.	
31, நிரவி வருவாய் கிராமம்						
1	திரு. லம்போதரன், த/பெ. தங்கவேலு.	40/13	0	00	85	114/85

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

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

காரைக்கால், 2023 (கர) மே மீ 04 ஏ.

ஞா. ஜான்சன்,
துணை ஆட்சியர் (வருவாய்).

GOVERNMENT OF PUDUCHERRY
CO-OPERATIVE DEPARTMENT

No. 5/8/1/3/RCS/CONS/MISC/2020/58.

Puducherry, dated 09th May 2023.

PROCEEDINGS OF THE REGISTRAR OF CO-OPERATIVE SOCIETIES, PUDUCHERRY
(Issued under section 127 of the Puducherry Co-operative Societies Act, 1972)

Present : Thiru **S. YESVANTHAIYAH,**
Registrar of Co-operative Societies, Puducherry.

Subject : Ten Primary Co-operatives in the Consumer Sector at Puducherry region – Non-functioning and remains dormant – Winding up - Appointment of Liquidator under section 127 of the Puducherry Co-operative Societies – Act, 1972 – Order – Issued.

Read : Proceedings No. 5/8/1/3/RCS/CONS/MISC/2020/58, dated 09-05-2023/the Registrar of Co-operative Societies, Puducherry.

ORDER

Whereas, an Order was made, *vide* reference cited, directing the winding up of the affairs of following ten (10) Primary Co-operative Societies in the Consumer Sector at Puducherry region (for brevity "the Societies").

(2) And whereas, consequent to the winding up of the Society, a Liquidator is to be appointed, under sub-section (1) of section 127 of the Puducherry Co-operative Societies Act, 1972 (for brevity "the Act");

(3) And whereas, the Financing Bank *viz.*, Pondicherry State Co-operative Bank Limited was consulted in respect of the proposal of appointing a Liquidator for the below mentioned Societies and the said Bank has consented for the said proposal.

(4) Now, therefore, in exercise of the powers conferred on the undersigned under sub-section (1) of section 127 of the Puducherry Co-operative Societies Act, 1972, read with clause (a) of rule 66 of the Puducherry Co-operative Societies Rules, 1973, I hereby appoint Thiru K. Dhanabalan, Co-operative Officer, Department of Co-operatives, Puducherry, as the Liquidator of the following ten (10) Primary Co-operative Societies in the Consumer Sector at Puducherry region:

1. Thirukkanur Primary Consumers Co-operative Stores Limited, No.P. 157.

2. JIPMER Consumers Co-operative Stores Limited, No.P. 179.

3. Pondicherry Carpenters Industrial Co-operative Society Limited, No.P. 307.

4. Mudaliarpet Students Co-operative Stores Limited, No.P. 338.

5. Villianur Students Co-operative Stores Limited, No.P. 352.

6. Pondicherry Co-operative Sugar Mills Employees Co-operative Stores Limited, No.P. 457.

7. Bahour Public Servants Co-operative Stores Limited, No.P. 469.

8. Puducherry Security Service Co-operative Society Limited, No.P. 778.

9. Puducherry Tourism Development Co-operative Society Limited, No.P. 793.

10. Puducherry Kamarajar Catering and Tourist Service Co-operative Society Limited, No.P. 802.

(5) The President/Administrator of the Societies are directed to handover the charges of their Societies concerned to the said Liquidator. The details of charges handed over, and taken over shall be informed to this office.

(6) On taking over of charges of the Societies, the said Liquidator shall arrange to discharge the liabilities of the Societies subject to availability of funds from the realizable assets of the Societies at the earliest possible. On completion of the liquidation process, the said Liquidator shall submit report to the undersigned to make an order for the cancellation of registration of the Societies under section 129 of the said Act.

S. YESVANTHAIYAH,
Registrar of Co-operative Societies.

———

GOVERNMENT OF PUDUCHERRY
CO-OPERATIVE DEPARTMENT

No. 5/8/1/3/RCS/CONS/MISC/2020/59.

Puducherry, dated 09th May 2023.

PROCEEDINGS OF THE REGISTRAR OF CO-OPERATIVE SOCIETIES, PUDUCHERRY
(Issued under section 127 of the Puducherry Co-operative Societies Act, 1972)

Present : Thiru **S. YESVANTHAIYAH,**
Registrar of Co-operative Societies,
Puducherry.

Subject : Consumers – Mahe Unit of Cannanore Spinning and Weaving Mill Employees Co-operative Stores Limited, No.P. 302, Mahe – Appointment of Liquidator under sub-section (1) of section 127 of the Puducherry Co-operative Societies Act, 1972 – Orders – Issued.

Read : Registrar's Proceedings No. 5/8/1/3/RCS/CONS/MISC/2020/57, dated 09-05-2023.

ORDER

Whereas, an Order was made *vide* reference cited under sub-section (1) of section 126 of the Puducherry Co-operative Societies Act, 1972, directing the winding up of the affairs of the Mahe Unit of Cannanore Spinning and Weaving Mill Employees Co-operative Stores Limited, No.P. 302, Mahe.

And whereas, the financing Bank *viz* the Pondicherry State Co-operative Bank Limited was consulted in the matter of appointment of a Liquidator as required under sub-section (1) of section 127 of the said Act;

And whereas, the Pondicherry State Co-operative Bank has stated that it has no objection for the appointment of a Liquidator for the said Society;

Now, therefore, in exercise of the powers conferred on me under sub-section (1) of section 127 of the Puducherry Co-operative Societies Act, 1972, I hereby appoint Thiru M. Kumarasamy, Co-operative Officer, Office of the Deputy Registrar of Co-operative Societies, Mahe, as the Liquidator for the purpose of winding up of the said Society;

Thiru M. Kumarasamy, Co-operative Officer, Office of the Deputy Registrar of Co-operative Societies, Mahe/Liquidator shall take into his custody, all the properties, effects and actionable claims to which the said Society is or appears to be entitled and complete the liquidation proceedings as per law.

S. YESVANTHAIYAH,
Registrar of Co-operative Societies.

———

GOVERNMENT OF PUDUCHERRY
INDUSTRIAL DEVELOPMENT (POWER) DEPARTMENT

(*G.O. Ms. No. 22, Puducherry, dated 10th May 2023)*

NOTIFICATION

On attaining the age of superannuation, Thiru D. Shanmughavadivel, Executive Engineer (CDC)-EHV, Electricity Department, Puducherry, is admitted into retirement with effect from the afternoon of 31-05-2023.

(By order)

S. MURUGESAN,
Under Secretary to Government,
(Power).

மண்ணாடிப்பட்டு கொம்யூன் பஞ்சாயத்து, புதுச்சேரி

ஆபத்தான நிறுவனங்கள்

அறிவிப்பு

கீழ்க்குறிப்பிடப்பட்டுள்ள நபர் மண்ணாடிப்பட்டு கொம்யூன் பஞ்சாயத்தின் எல்லைக்குள் பின்வரும் தொழில் நிறுவனத்திற்கு கூடுதல் மின்சாரம் பெற/மாற்றங்கள் செய்ய வேண்டி இக்கொம்யூன் 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	M/s. பெஸ்ட்கேர் ஃபார்முலேஷன்ஸ் பிரைவேட் லிமிடெட், பிளாட் எண்கள் B-15 & 16, பிப்டிக் எலக்ட்ரானிக் பார்க், திருபுவனை, புதுச்சேரி.	M/s. பெஸ்ட்கேர் ஃபார்முலேஷன்ஸ் பிரைவேட் லிமிடெட், பிளாட் எண்கள் B-15 & 16, பிப்டிக் எலக்ட்ரானிக் பார்க், திருபுவனை, புதுச்சேரி.	டேப்லட்ஸ், கேப்சூல்ஸ், லீக்யூட் ஓரல்ஸ் மற்றும் ஆயின்மெண்ட் டியூப்ஸ் தயாரித்தல்.	122.00 H.P. to 783.90 H.P. (கூடுதல் மின்திறன் 661.90 H.P.).	94 நபர்கள் (இரண்டு பணி முறை).

1973-ஆம் ஆண்டு புதுச்சேரி கிராமம் மற்றும் கொம்யூன் பஞ்சாயத்துக்கள் சட்டத்தின் மூலமாய் புதுச்சேரி ஒன்றியத்து ஆட்சிப்பரப்பில் அமுலாக்கப்பட்ட புதுச்சேரி கொம்யூன் பஞ்சாயத்துக்கள் (உரிமம் மற்றும் அனுமதி அளித்தல்) விதிகள், 1976, பிரிவு 11-ன்படி இத்தொழில் நிறுவனத்திற்கு கூடுதல் மின்சாரம்/மாற்றங்கள் செய்வதால் ஏற்படும் ஆட்சேபணைகள் ஏதேனும் இருந்தால், அவற்றை இந்த அறிவிப்பு பிரசுரமான தேதியிலிருந்து பத்து நாட்களுக்குள் மண்ணாடிப்பட்டு கொம்யூன் பஞ்சாயத்து ஆணையர் அவர்களுக்கு எழுத்து மூலமாய் தெரியப்படுத்தும்படி கேட்டுக்கொள்ளப்படுகிறது.

குறிப்பிட்ட காலவரையறைக்குள் பெறப்படும் ஆட்சேபணைகள் மண்ணாடிப்பட்டு கொம்யூன் பஞ்சாயத்தால் பரிசீலிக்கப்படும்.

திருபுவனை, 2023 (வரு) மே மீ 12 வ.

வே. எழில்ராஜன்,
ஆணையர்.

MANNADIPET COMMUNE PANCHAYAT, PUDUCHERRY

Thirubuvanai, dated 12th May 2023.

Dangerous Establishments

NOTICE

The undermentioned person has requested for permission to enhance the power/modification in the existing industry within the Mannadipet Commune Panchayat limits, as detailed below.

Sl. No.	Name and address of the applicant	Address of the industry site	Industry proposed	Power requirement	No. of workers
(1)	(2)	(3)	(4)	(5)	(6)
1	M/s. Bestcare Formulations, Private Limited, Plot Nos. B-15 and 16, PIPDIC Electronic Park, Thirubuvanai, Puducherry.	M/s. Bestcare Formulations Private Limited, Plot Nos. B-15 and 16, PIPDIC Electronic Park, Thirubuvanai, Puducherry.	Manufacture/ "Activity of tablets, capsules, liquid orals and ointment tubes".	122.00 H.P. to 783.90 H.P. (additional power of 661.90 H.P.)	94 Nos. (two shifts).

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 enhance the power/modification of the above industry, are invited to reach the Commissioner, 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 Mannadipet Commune Panchayat.

V. EJILERADJANE,
Commissioner.

நெட்டப்பாக்கம் கொம்யூன் பஞ்சாயத்து, புதுச்சேரி

ஆபத்தான நிறுவனங்கள்

அறிவிப்பு

கீழ்க்குறிப்பிடப்பட்டுள்ள நபர் நெட்டப்பாக்கம் கொம்யூன் பஞ்சாயத்தின் எல்லைக்குள் பின்வரும் தொழில் நிறுவனத்தில் கூடுதல் மின்சாரம் பெற/மாற்றங்கள் செய்ய வேண்டி இக்கொம்யூன் பஞ்சாயத்தின் அனுமதி வேண்டுகிறார்.

வரிசை எண்	விண்ணப்பதாரரின் பெயர் மற்றும் முகவரி	நிறுவனம் அமைய உள்ள இடத்தின் முகவரி	உத்தேசிக்கப்பட்டுள்ள நிறுவனத் தயாரிப்பு/ செய்முறை	தேவையான மின்திறன்	ஆட்களின் எண்ணிக்கை
(1)	(2)	(3)	(4)	(5)	(6)
1	M/s. சுந்தரம் ஃபாஸ்டெனர்ஸ் லிமிடெட், நிலை-1, கோர்காடு கிராமம், நெட்டப்பாக்கம் கொம்யூன், புதுச்சேரி-605 106.	M/s. சுந்தரம் ஃபாஸ்டெனர்ஸ் லிமிடெட், நிலை-1, கோர்காடு கிராமம், நெட்டப்பாக்கம் கொம்யூன், புதுச்சேரி-605 106.	உயர் இழுவிசை ஃபாஸ்டென்சர்களின் உற்பத்தி.	5394 குதிரை மின் திறன் to 92236 குதிரை மின் திறன் (2000 KVA to 3000 KVA).	—

1973-ஆம் ஆண்டு புதுச்சேரி கிராமம் மற்றும் கொம்யூன் பஞ்சாயத்துக்கள் சட்டத்தின் மூலமாய் புதுச்சேரி ஒன்றியத்து ஆட்சிப்பரப்பில் அமுலாக்கப்பட்ட புதுச்சேரி கொம்யூன் பஞ்சாயத்துக்கள் (உரிமம் மற்றும் அனுமதி அளித்தல்) விதிகள், 1976, பிரிவு 11-ன் படி இத்தொழில் நிறுவனத்திற்கு கூடுதல் மின்சாரம்/மாற்றங்கள் செய்வதால் ஏற்படும் ஆட்சேபணைகள் ஏதேனும் இருந்தால், அவற்றை இந்த அறிவிப்பு வெளியான தேதியிலிருந்து பதினைந்து நாட்களுக்குள் நெட்டப்பாக்கம் கொம்யூன் பஞ்சாயத்து ஆணையர் அவர்களுக்கு எழுத்து மூலமாய் தெரியப்படுத்தும்படி கேட்டுக்கொள்ளப்படுகிறது.

குறிப்பிட்ட காலவரையறைக்குள் பெறப்பட்ட ஆட்சேபணைகள் நெட்டப்பாக்கம் கொம்யூன் பஞ்சாயத்தால் பரிசீலிக்கப்படும்.

நெட்டப்பாக்கம், 2023 (வரு மே மீ 15 வ.

ரா. கார்த்திகேயன்,
ஆணையர்.

NETTAPAKKAM COMMUNE PANCHAYAT, PUDUCHERRY

Nettapakkam, dated 15th May 2023.

Dangerous Establishments

NOTICE

The undermentioned person has requested permission to enhance the power/modification to the following industry within the Nettapakkam 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.	M/s. Sundram Fasteners Limited, Unit-1, Korkadu Village, Nettapakkam Commune, Puducherry-605 106.	M/s. Sundram Fasteners Limited, Unit-1, Korkadu Village, Nettapakkam Commune, Puducherry-605 106.	Manufacturing of high tensile fasteners.	5394 H.P. to 92236 H.P. (2000 KVA to 3000 KVA).	—

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 enhance the power/modification of the above industry, are invited to reach the Commissioner, Nettapakkam Commune Panchayat within fifteen 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.

R. CARTIQUEYANE,
Commissioner.

உறுதிமொழிப் பத்திரம்

2023-ஆம் ஆண்டு, மே மாதம், 08-ஆம் தேதி (08-05-2023), புதுச்சேரி-605 004, முதலியார்பேட்டை, தேங்காய்த்திட்டு, புதுநகர், குறிஞ்சி வீதி, கதவிலக்கம் 42 என்ற முகவரியில் வசிக்கும் மதிவாணன், அம்புஜவல்லி இவர்களின் குமாரர் கலையரசன் (Kalaiyarasan) ஆகிய நான் எழுதிக் கொடுக்கும் உறுதிமொழிப் பத்திரம் யாதெனில்:-

எனது பெயர், எனது பிறந்த பதிவு எண் PM/M/1992/11217-ல் 'Kalaiyarasan' என்றும், எனது 12-ஆம் வகுப்பு பள்ளி மாற்றுச் சான்றிதழ் எண் 5297-ல் 'Kalaiyarasan.M' என்றும், எனது வாக்காளர் அடையாள அட்டை எண் IBI0047662-ல் 'கலையரசன்' என்றும், எனது ஆதார் அடையாள அட்டை எண் XXXX XXXX 8025-ல் 'ம. கலையரசன்' என்றும், குடும்ப உணவுப் பங்கீட்டு அட்டை எண் 407485-ல் 'கலையரசன்' என்றும், புதுச்சேரி அரசு, தாலுக்கா அலுவலக சான்றிதழ் எண் PY/TOP/40/0040000-ல் 'Kalaiyarasan' என்றும் மற்றும் புதுச்சேரி அரசு நகர காஜி அலுவலகத்தால் கொடுக்கப்பட்ட எனது மத மாற்று சான்றிதழ் எண் CC.No. 158:13/2023, dated 25-04-2023-ல் 'அப்துர் ரஹ்மான் (Abdur Rahman)' என்றும் குறிப்பிடப்பட்டுள்ளது. மேற்கண்ட பெயர்கள் அனைத்தும் என்னுடைய பெயர்கள்தான், வெவ்வேறு நபர்களுடைய பெயர்கள் இல்லை என்று இதன்மூலம் உறுதியளிக்கின்றேன். இனிவரும் காலங்களில் நான் 'Abdur Rahman (அப்துர் ரஹ்மான்)' 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, மே மாதம், 08-ஆம் தேதி கையொப்பமிடப்பட்டது.

562333 **ம. கலையரசன்.**

AFFIDAVIT

I. Manju, daughter of Shankar and Patchaiammal, Indian inhabitant, aged about 25 years and residing at the house bearing Door No. 21, Kattapillai Marakayar Garden, Polagam Arch, T.R. Pattinam, Karaikal, Puducherry State-609 606, do hereby solemnly and sincerely affirm, to whomsoever it may concern as follows:

That I am the deponent herein. I state that in my Birth Certificate, under Registration No. KM/K/1998/1601, my name has been mentioned as 'Manju'.

In my Secondary School Leaving Certificate, under Serial No. SEC2292786 and in my Transfer Certificate, under Admission No. 7332, my name has been mentioned as 'Manju.S'.

In my Aadhaar Card under No. XXXX XXXX 8253, my name has been mentioned as 'Manju Sankar (மஞ்சு சங்கர்)'.

In my Elector's Photo Identity Card, under No. NPX0090621, my name has been mentioned as 'Manju (மஞ்சு)'.

In the Family Ration Card under No. 435753, my name has been mentioned as 'மஞ்சு'.

I state that I have renounced Hindu religion and embraced Muslim religion, as such assumed a new name as 'Risma Sanofar', as such in the Certificate, issued by the Government Town Kazi, Karaikal, dated 23-03-2023, my Hindu name has been mentioned as 'Manju (மஞ்சு)' and my assumed Muslim name has been mentioned as 'Risma Sanofar (ரிஸ்மா சனோஃபர்)', respectively.

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.

I state that hereafter, I shall be known and identified only by the name 'Risma Sanofar (ரிஸ்மா சனோஃபர்)' for all purposes.

I state that what are all stated in the above paragraphs is true and correct to the best of my knowledge, belief and information.

Solemnly and sincerely affirmed, and signed before the Notary Public at Puducherry, on this 10th day of May 2023.

562336 **S. MANJU.**

AFFIDAVIT

I, K Narayanasamy Pillai, son of Kajendiran, Service No. 641488-H Ex-Indian Airforce, aged 68 years, residing at No. LIG/119, HBC, 4th Cross, Kurumbampet, Puducherry-605 009, do hereby solemnly and sincerely affirm and state on oath as follows:

That I am the deponent herein and made this affidavit on behalf of me.

I state that my name is entered as 'K Narayanasamy Pillai' in my Pension Payment Order, issued by the Office of the Dy. C.D.A. (A.F) New Delhi, bearing PPO No. 08/14/B/16460/1988.

I state that my name is entered as 'K Narayanasamy' in my Aadhaar Card, issued by the Unique Identification Authority of India, bearing No. XXXX XXXX 1880.

I state that my name is entered as 'K Narayanasamy' in my PAN Card, issued by the Income-tax Department, Government of India, bearing No. AABPN7912M, dated 13-02-2021.

I state that my name is entered as 'K Narayanasamy' in my Grocery Card (ESM), issued by the Government of India, Lawspet, bearing No. GB05040679151500R02.

I state that my name is entered as 'K Narayanasamy' in my Ex-Serviceman Identity Card, issued by the Puducherry, RSB, bearing No. 6941447, dated 08-12-2016.

I state that my name is entered as 'K Narayanasamy' in my Discharge Certificate Book, issued by the Indian Air Force.

I state that my name is entered as 'K Narayanasamy' in my Air Force Association Life Membership Card, issued by the Indian Air Force, New Delhi, bearing No. 6973, dated 22-07-2015.

I state that my name is entered as 'K Narayanasamy' in my Bank Passbook, issued by the Indian Overseas Bank, Puducherry *vide* Account No. XXXXXXXXXXX7620, dated 28-06-1994.

I state that my name is entered as 'K Narayanasamy' in my Marriage Certificate, issued by the Marriage Officer, Villianur, Puducherry, Section No. 44/2002, dated 28-06-2002.

I state that my name is entered as 'K Narayanasamy' in my house Sale Deed, issued by the Sub-Registrar Office, Villianur, Puducherry *vide* Registration No. 987, dated 13-05-1994.

I state that my name is entered as 'Narayanasamy K' in my ECHS Card, issued by ECHS Bhawan, New Delhi, bearing No. CH000005389059, dated 04-02-2020.

I state that my name is entered as 'Narayanasamy K' in my Driving Licence, issued by the India Driving Licence, Puducherry, bearing DL No. PB02 19860008184, dated 09-12-1986.

I state that my name is entered as 'Narayanasamy K' in my School Leaving Certificate, issued by the Government High School, Mudaliarpet, Puducherry, bearing No. 030434, dated 24-03-1971.

I state that my name is entered as 'K நாராயணசாமி' in my Family Ration Card, issued by the Department of Civil Supplies and Consumer Affairs, Puducherry, bearing No. 034519, dated 15-07-2005.

I submit that the names described in the above records as 'K Narayanasamy', 'K Narayanasamy Pillai', 'K நாராயணசாமி' and 'Narayanasamy K' are referring one and the same person, they denoting myself only.

Finally, I declare that my correct name is 'K Narayanasamy' only. Further, I will not insist any correction in future.

The above statements in the abovesaid paragraphs are true of the best of my knowledge and belief.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 11th day of May 2023.

562337 **K NARAYANASAMY PILLAI.**

———

AFFIDAVIT

I, Madurai Faure, son of Antoine Faure, aged about 40 years, residing at No. 6, Padmini Thottam, Kurusukuppam, Puducherry-605 001, do hereby solemnly and sincerely affirm and state on oath as follows:

That I am the deponent herein.

I submit that my name is mentioned as 'Madurai Faure' in my Birth Certificate in Registration No. PM/M/1983/6814, issued by Pondicherry Municipality, Puducherry, in my Passport No. K8309307, issued by Regional Passport Office, Chennai and in my Electoral Identity Card No. HJN0156398.

I submit that my name is mentioned as 'A Madurai Faure' (அ மதுரை ஃபோர்) in my Aadhaar Card No. XXXX XXXX 0913.

I submit that my name is mentioned as 'A Madurai Faure' in my PAN Card No. ETZPM8220E.

I submit that my name is mentioned as 'Madurai A' in my Secondary School Leaving Certificate in Register No. 387052, issued by the Board of Secondary Education, Tamil Nadu and in my Higher Secondary Course Certificate in Register No. 344715, issued by Board of Higher Secondary Education, Tamil Nadu.

I submit that my name is mentioned as 'மதுரை ஃபோர்' in my Family Ration Card No. 427210, issued by the Department of Civil Supplies and Consumer Affairs, Puducherry.

Thus, all the names 'Madurai Faure', 'A Madurai Faure' (அ மதுரை ஃபோர்), 'A Madurai Faure', 'Madurai A' and 'மதுரை ஃபோர்' are referring one and the same person that is myself only.

Hereafter, I shall be known and called only by the name 'Madurai Faure'.

I hereby declare that I shall at all times hereafter in all records, deeds and writings and in all proceedings, dealings and transactions, private as well as upon all occasions whatsoever use and sign the name of 'Madurai Faure' as my name in place and in substitution of my former name.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 11th day of May 2023.

562338 **A. MADURAI FAURE.**

AFFIDAVIT

I, Nithya *alias* Aravalli, daughter of Devarassu and wife of Magudabathy, aged about 33 years and residing at Door No. 14, Mariamman Koil Street, Ambedkar Nagar, Puranasingupalayam, Puducherry-605 107, do hereby solemnly and sincerely affirm and state on oath as follows:

That I am the deponent herein.

I submit that in my Birth Certificate No. M/10010, my name is mentioned as 'Aravalli', dated 20-11-1989, issued by the Registrar of Births and Deaths, Pondicherry Municipality, Puducherry.

I submit that in my School Transfer Certificate *vide* No. 22270, my name is mentioned as 'Aravalli. D', dated 21-05-2008, issued by the Principal, K.K. Government Higher Secondary School, Kalitheerthalkuppam, Puducherry.

Further, I submit that in my Aadhaar Card No. XXXX XXXX 5055, my name is mentioned as 'M.Nithya *Alias* Aravalli', issued by the Unique Identification Authority of India.

Further, I submit that in my Family Ration Card No. 327828, my name is mentioned as 'நித்யா', issued by the Department Civil Supplies and Consumer Affairs, Puducherry.

Thus, all the names *viz.,* 'Aravalli', Aravalli.D', 'M.Nithya *Alias* Aravalli' and 'நித்யா' are referring one and the same person, that is myself only.

I hereby declare that I shall at all times hereafter in all records, deeds and writings and in all proceedings, dealings and transactions, private as well as upon all occasions whatsoever use and sign my name as 'M. Aravalli' in place and in substitution of my former names.

I hereby verify and confirm that what has been stated above is true to the best of my knowledge and correct, and nothing material facts have concealed thereon.

Signed before the Notary Public at Puducherry, on this 11th day of May 2023.

562339 **M.ARAVALLI.**

AFFIDAVIT

I, Savij N. K, son of Sreedharan, Indian inhabitant, aged about 41 years, residing at the house bearing Door No. 57, Gangaiamman Kovil Street, Pillaithottam, Puducherry-605 013, do hereby solemnly and sincerely affirm to whomsoever, it may concern as follows:

That I am the deponent herein, I state that in my Birth Certificate, under Registration No. 2917/82, in my Matriculation Examination (X Standard) Mark Sheet under S.No. MAT0140383, in my Marriage Certificate, under Serial Number of Marriage 228/2011, in my PAN Card, under No. BSZPS3632J, my name has been mentioned as 'Savij N K'.

In my Elector's Photo Identity Card, under No. CMS0245563, my name has been mentioned as 'Savij (சவிஜ்)'.

In my Aadhaar Card, under No. XXXX XXXX 6158, my name has been mentioned as 'N K Savij (ந க சவிஜ்)'.

In my Passport, under No. L3421006, my surname has been mentioned as 'Naduvalakandi Sreedharan' and my given name has been mentioned as 'Savij'.

In the particulars of members in the Family Ration Card under No. 033076, my name has been mentioned as 'சவிஜி'.

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.

I state that hereafter, I shall be known and identified only by the name along with initial as 'Savij N K (சவிஜ் ந க)' for all purposes.

I state that what are all stated in the above paragraphs is true and correct to the best of my knowledge, belief and information.

Solemnly and sincerely affirmed, and signed before the Notary Public at Puducherry, on this 10th day of May 2023.

562340 **SAVIJ N K.**

AFFIDAVIT

I, M J Thomas, son of Maria Jaganathan, residing at No. 46, Fourth Cross Street, Annai Theresa Nagar, Moolakulam, Puducherry-605 010, do hereby solemnly and sincerely affirm and state on oath as follows:

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

In my Aadhaar Card No. XXXX XXXX 4976, PAN Card No. ATNPT6286H, Ex-Servicemen Identity Card Sl.No. 7218731 and in my Certificate of Service No. 14283120-W, my name has been mentioned as 'M J Thomas'.

I hereby state that in my Pension Payment Order *vide* No. S/023918/86, my name is mentioned as 'Maria Jaganathan Thomas'.

I also state that in our Family Ration Card *vide* No. 131462, my name is mentioned as 'தாமஸ்'.

Further, I state that in my Marriage Certificate Sl.No. 6260, my name is mentioned as 'M. Thomas'.

I also hereby state that in my Birth Certificate *vide* Registration No. 20/0214/37, dated 22-Aug-2014, issued by Municipal Administration and Water Supply Department, Government of Tamil Nadu, my name is mentioned as 'M. Thomas'.

Hence, I declare that all the abovesaid names *viz.,* 'M J Thomas', 'Maria Jaganathan Thomas', 'தாமஸ்' and 'M. Thomas' are denoting one and the same person *i.e.,* referring myself only.

Further, I declare that hereinafter, my correct name is 'M J. Thomas' only.

Whatever stated in the above paragraphs are true and correct to best of my knowledge and belief, and nothing material is concealed herein.

Signed before the Notary Public at Puducherry, on this 11th day of May 2023.

562341 **M J THOMAS.**

AFFIDAVIT

I, Antoniammalle Gayen, wife of Gayen Lourdessamy, Christian, aged about 76 years, residing at No. 20, II Cross, Mariyal Nagar, Reddiyarpalayam, Puducherry-605 010, do hereby solemnly affirm and state on oath as follows:

That I am the deponent herein and I well known the facts of the affidavit.

I submit that in my Elector's Photo Identity Card, my name has been mentioned as 'Antoniammalle Gayen'.

I submit that as per numerology, my name has been changed as 'Antoniammalle Gayen' instead of 'Antoniammalle'.

I submit that this is the *proof in lieu* that my name has been changed as 'Antoniammalle Gayen' instead of 'Antoniammalle' and the same has to be produced before the Competent Authority.

Hereinafter, I will be called and known as 'Antoniammalle Gayen'.

I submit that what are all stated in the above paragraphs is true to the best of my knowledge, belief and information, and nothing has been concealed herein.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 11th day of May 2023.

562342 **அந்தோணியம்மாள்.**

AFFIDAVIT

I, Nataraj, son of Narayanan, Hindu, aged about 40 years, residing at No. 10, Pavunammal Nagar, Muthamizh Nagar Road, Sedarapet, Puducherry-605 111, do hereby solemnly and sincerely affirm, and state on oath as follows:

That I am the deponent herein on behalf of my minor daughter.

I state that my minor daughter's name is mentioned as 'Jayavarshini' in her Birth Certificate, under Registration No. OM/J/2017/001667, issued by the Oulgaret Municipality, Puducherry, and in her Aadhaar Card No. XXXX XXXX 5293.

I submit that my minor daughter's name is mentioned as 'ஜெயவர்ஷினி' in the Family Ration Card No. 218656, issued by the Department of Civil Supplies and Consumer Affairs, Government of Puducherry.

Thus, all the names 'Jayavarshini' and 'ஜெயவர்ஷினி' are referring one and the same person that is my daughter only.

I submit that I am intend to change my minor daughter's name for numerological and sentimental reasons and hence, I have changed my minor daughter's name as 'Pesheeni'.

I hereby declare that my daughter shall at all times hereinafter in all her records, deeds and writings and in all proceedings, dealings and transactions, private as well as upon all occasions whatsoever use and sign the name of 'Pesheeni' as my daughter's name in place and in substitution of my daughter's former name.

I state that hereinafter, my daughter shall be called and known only by the name 'Pesheeni'.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 12th day of May 2023.

562343 **N. NATARAJ.**

———

AFFIDAVIT

I, Nataraj, son of Narayanan, Hindu, aged about 40 years, residing at No. 10, Pavunammal Nagar, Muthamizh Nagar Road, Sedarapet, Puducherry-605 111, do hereby solemnly and sincerely affirm and state on oath as follows:

That I am the deponent herein on behalf of my minor daughter.

I state that my minor daughter's name is mentioned as 'Jayadharshini' in her Birth Certificate, under Registration No. OM/J/2017/001668, issued by Oulgaret Municipality, Puducherry and in her Aadhaar Card *vide* No. XXXX XXXX 1889.

I submit that my minor daughter's name is mentioned as 'ஜெயதர்ஷினி' in the Family Ration Card No. 218656, issued by the Department of Civil Supplies and Consumer Affairs, Puducherry.

Thus, all the names 'Jayadharshini' and 'ஜெயதர்ஷினி' are referring one and the same person that is my minor daughter only.

I submit that I am intend to change my minor daughter's name for numerological and sentimental reasons and hence, I have changed my daughter's name as 'Pomira'.

I hereby declare that my daughter shall at all times hereinafter in all her records, deeds and writings and in all proceedings, dealings and transactions, private as well as upon all occasions whatsoever use and sign the name of 'Pomira' as my daughter's name in place and in substitution of my daughter's former name.

I state that hereinafter, my daughter shall be known only by the name 'Pomira'.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 12th day of May 2023.

562344 **N. NATARAJ.**

———

AFFIDAVIT

I, Sivasankari, wife of Ameen, residing at No. 61, Arapani Avvai Thottam, Nethaji Nagar-3, Uppalam, Puducherry-605 001, do hereby solemnly and sincerely affirm and state that:

In my Birth Certificate *vide* Registration No. J/2000/01286, issued by Oulgaret Municipality, Puducherry, in my Elector's Photo Identity Card *vide* No. YSW0114546, issued by Election Commission of India, my name has been mentioned as 'Sivasankari'.

In my Transfer Certificate *vide* No. P19TC23314, issued by Directorate of School Education, Puducherry, my name has been mentioned as 'Sivasankari V'.

In my Aadhaar Card *vide* No. XXXX XXXX 3575, issued by Unique Identification Authority of India, in my PAN Card *vide* No. AGIPF3098F, issued by Income-tax Department, Government of India, in my daughter Sarah's Birth Certificate *vide* Registration No. VC/M/2021/155, issued by Villianur Commune Panchayat, Puducherry, my name has been mentioned as 'Fathima'.

In my Family Ration Card *vide* No. 337292, issued by the Department of Civil Supplies and Consumer Affairs, Puducherry, my name has been mentioned as 'சிவசங்கரி'.

As I have converted myself from Hindu religion to Muslim religion, in the Certificate *vide* C.C.No. 30:24/2019, dated 19-09-2019, issued by the Government Town Kazi Office, my name has been mentioned as 'Fathima (பாத்திமா)'.

In my Marriage Certificate *vide* Serial No. 21, dated 03-10-2019, issued by Muvahidiya Pallivasal, H.M. Kasim Salai, Puducherry, my name has been mentioned as 'V. பாத்திமா'.

Therefore, I do hereby declare that all the abovesaid names are referred, identified and relate to one and the same person that is myself, the deponent herein. I state that hereinafter, I shall be known and identified only by the name 'Fathima'.

I state that what are all stated in the above paragraphs is true and correct to the best of my knowledge, belief and information.

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

562345 **V. Sivasankari.**

———

AFFIDAVIT

I, S.Gouroussamy, son of Subramani, Indian inhabitant, aged 51 years and residing at the house bearing Door No. 14, Odiampet Road, Kottaimedu, Villianur, Puducherry-605 110, do hereby solemnly and sincerely affirm, to whomsoever it may concern as follows:

That I am the deponent herein.

I state that in my Birth Certificate, under Registration No. P/1971/5522, my name has been mentioned as 'Gouroussamy'.

In my Aadhaar Card under No. XXXX XXXX 4464, my name has been mentioned as 'S Gouroussamy (சு குருசாமி)'.

In my Elector's Photo Identity Card, under No. TILS0204537, my name has been mentioned as 'Gouroussamy (குருசாமி)'.

In the Family Ration Card, under No. 350244, my name has been mentioned as 'S. Gouroussamy (குருசாமி)'.

I state that I have renounced the Hindu religion and embraced the Muslim religion, as such assumed a new Muslim name as 'Mohamed Yusuf' as such in the Certificate, issued by the Town Kazy, Government of Puducherry, dated 26-12-2018, under Ref App. No. R.C.F 007/2018, my Hindu name has been mentioned as 'குருசாமி' and my assumed Muslim name has been mentioned as 'முகமது யூசுப்'.

In my Marriage Contract Deed, my name has been mentioned as 'M. முகமது யூசுப்'.

In the Residence Certificate, issued by the Department of Revenue and Disaster Management, Villianur, Puducherry, under No. 7433/TOV/L/13, my name has been mentioned as 'குருசாமி எ முகமது யூசுப்'.

In the Birth Record of my elder daughter, by name, Mumtajbegam, under Registration No. PM/M/2000/016165 and in the Birth Record of my son by name Mohamed Saji, under Registration No. PM/C/2001/003206 and in the Birth Record of my younger daughter by name Zeenath, under Registration No. PM/M/2005/004245, my name has been mentioned as 'Mohamed Yusuf'.

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

I state that hereafter, I shall be known and identified only by the name 'Mohamed Yusuf (முகமது யூசுப்)' for all purposes.

I state that what are all stated in the above paragraphs is true and correct to the best of my knowledge, belief and information.

Solemnly and sincerely affirmed, and signed before the Notary Public at Puducherry, on this 16th day of May 2023.

562346 **S. குருசாமி.**

online publication at **"https://styandptg.py.gov.in"**
Published by the Director, Government Press, Puducherry.