



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

புதுச்சேரி மாநில அரசிதழ்

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

அதிகாரம் பெற்ற வெளியீடு

Publiée par Autorité

Published by Authority

எண்	} 5	புதுச்சேரி	செவ்வாய்க்கிழமை	2024	சனவரி மீ	30
No.		Poudouchéry	Mardi	30	Janvier	2024 (10 Magha 1945)
No.		Puducherry	Tuesday	30th	January	2024

பொருளடக்கம்

SOMMAIRES

CONTENTS

	பக்கம்		Page		Page
தொழில் நீதிமன்றத் தீர்ப்புகள் ..	96	Sentence arbitral du Travail ..	96	Award of the Labour Court ..	96
		de Tribunal.			
அரசு அறிவிக்கைகள் ..	104	Notifications du Gouvernement ..	104	Government Notifications ..	104
சாற்றறிக்கைகள் ..	107	Annonces ..	107	Announcements ..	107

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 116/AIL/Lab./S/2023,
Puducherry, dated 06th December 2023)

NOTIFICATION

Whereas, an Award in I.D (L) No. 30/2022, dated 21-08-2023, of the Labour Court, Puducherry, in respect of Dispute between the M/s. Leo Fasteners, Puducherry and Thiru K. Ganapathy, over his non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the Notification issued in Labour Department's G.O. Ms. No. 20/9/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

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

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

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Monday, the 21st day of August, 2023.

I.D. (L). No. 30/2022
CNR. No. PYPY06-000094-2022

Ganapathy,
S/o Kumar,
No. 92, Annai Priyadarshini Street,
Jeevanandapuram,
Lawspet,
Puducherry. . . Petitioner

Versus

The Managing Director,
M/s. Leo Fasteners,
No. A-27/A, Industrial Estate,
Thattanchavady,
Puducherry. . . Respondent

This Industrial dispute coming on 21-08-2023 before me for final hearing in the presence of Thiruvalargal L. Vinoba, K. Sundarajan, V. Vijayababu and K. Muthukumaran, Counsel for the Petitioner and Thiru K. Parthiban, Counsel for the Respondent, and after perusing the case records, this Court delivered the following:

ORDER

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 149/Lab./AIL/T/2022, dated 06-09-2023 of the Labour Department, Puducherry, to resolve the following dispute between the Petitioner and the Respondent, *viz.*,

(a) Whether the dispute raised by the Petitioner K. Ganapathy, against the Management of M/s. Leo Fasteners, Thattanchavady, Puducherry, over his non-employment with continuity of service and other attendant benefits is justified or not? If justified, what relief the Petitioner is entitled to?

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

2. Today when the case came up for hearing, Petitioner called absent no representation on Petitioner side inspite of several, adjournments. Claim statement not filed though posting as last chance. Therefore, this Court finds that there is no any purpose to keep this reference pending.

In the result, this reference is closed for non-prosecution.

Written and pronounced by me in open Court on this the 21st day of August, 2023.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 117/AIL/Lab./T/2023,
Puducherry, dated 08th December 2023)

NOTIFICATION

Whereas, an Award in I.D (T) No. 08/2017, dated 13-09-2023 of the Labour Court, Puducherry, in respect of dispute between the M/s. Jeevan Diesel and Electricals Limited and Jeevan Diesel and Electricals Limited Thozhilalar Viduthalai Munnani, Puducherry, over non-payment of wages and illegal lock-out 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 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

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

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

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Wednesday, the 30th day of September, 2023.

**I.D. (L). No. 08/2017
CNR. No. PYPY06-000107-2017**

The President,
Jeevan Diesel and Electricals Limited,
Thozhilalar Viduthalai Munnani,
R.S. No. 55/1,
Cuddalore Main Road,
Kattukuppam,
Puducherry.

. . Petitioner

Versus

The Managing Director,
M/s. Jeevan Diesel and Electricals Limited,
Unit-II, R.S.No. 55/1,
Cuddalore Main Road,
Kattukuppam,
Manapet,
Puducherry.

. . Respondent

This Industrial Dispute coming on 22-08-2023 before me for final hearing in the presence of Thiru N. Vinayagam, Counsel for the Petitioner, Thiruvargal A. Mithun Chakkaravarthy, V. Arjun Prasad Rao and V. Jayabal, Counsel for the Respondent, upon hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

ORDER

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 26/Lab./AIL/T/2017, dated 15-03-2017 of the Labour Department, Puducherry, to resolve the following dispute between the Petitioner and the Respondent, *viz.*,

(a) Whether the Dispute raised by the Petitioner Union Jeevan Diesel and Electricals Limited, Thozhilalar Viduthalai Munnani, Puducherry, against the Management of M/s. Jeevan Diesel and Electricals Limited, Puducherry, over non- payment of wages and illegal lock-out is justified or not? If not justified, what relief the Union Workmen are entitled to?

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

2. *The averments set out in the claim petition is as follows:*

The Union Members namely, Thiruvargal
1. S. Vijayamurthy-Electrician, 2. D. Mullaivalavan-Wireman, 3. S. Gnanasekaran-Fitter, 4. L. Paul

Ebanzeer-Technician, 5. D. Velmurugan-Wireman, 6. E. Arul Raj -Store Assistant, 7. P. Venkatachalapathy-Electrician, 8. S. Karthikeyan-Painter, 9. R. Rajasekar-Wireman, 10. J. Vasu-Fitter and 11. L. Lakshminarayanan-Welder are working in the Respondent's factory for the past ten years.

(ii) From June 2015 the Respondent has not disbursed the salary to the said employees and the Respondent has been taking steps to close the factory *i.e.*, illegal lock-out. On 27-08-2015 the Petitioner's Union requested the Labour Officer (Conciliation) to intervene the dispute and take action for the disbursement of the salary and to stop the illegal lock-out by the Respondent.

(iii) The Respondent in their reply letter, dated 15-09-2015 stated the factory will not generate without any business and the working production and AMC Service, *etc.*, were zero, which is strictly not true because the Petitioner's Union never stopped the work and the completed the work given by the Respondent in spite of the non-payment of wages. The Workers had done the factory related works (cleaning/maintenance) and outside DG set work as per the Respondent's instructions.

(iv) The Conciliation proceedings held on 29-09-2015, the workers Union insisted for disbursement of the pending salary from June to September 2015 but, the Respondent once again said there is no production which is not true because the Petitioner's Union were regularly attending the work in the factory premises and also followed the instruction of the service works by submitting the "On duty-out station slip".

(v) The Conciliation proceedings held on 16-10-2016 the Respondent once again stated that "No Work No Salary". The Petitioner's Union stated that they want four months pending salary, but, the Respondent refused to disburse the same. The Respondent blankly refused to pay the arrears of salary but, hiring contractors from outside for urgent work though the Petitioner's Union had never informed that they will not work due to non-payment of pending wages. The Petitioner's Union did the 20 and 25 KVA DG set work as assigned by the Respondent but, the Respondent paid only 15 days salary for the month of October 2015.

(vi) During the Conciliation proceedings held on 27-10-2015 the Labour Officer has directed the Respondent to pay the pending salary and bonus amount to be paid to the workers before Deepavali. The Respondent expected the workers to complete the pending orders and they stopped taking new

orders. This clearly explains that the Respondent's intention is to close the factory. The marketing team also were idle and the sales was also nil in the corresponding months but, the Respondent regularly paid them without arrears, but, the Respondent refuse to pay the pending salary to the working Union labourers.

(vii) The Respondent stated to the Labour Officer that only when the 2 DG set of 1 x 125KVA, 1 x 24 KVA get dispatched to the customers the payment can be collected and only then the salary can be paid to the workers. That is not true because for the past the 20 years the marketing procedure of the factory is that, only after getting full payment from customers only then the DG sets will be dispatched to the customers.

(viii) The conciliation proceedings held on 11-01-2016 the workers demanded the four and half months' salary along with the January salary for Pongal and also due to the heavy floods. The conciliation proceedings held on 21-01-2016 the Respondent accepted to pay the Union workers salary for the month of January 2016 *vide* 11 cheques of State Bank of India, Karnataka, after dispatching the DG set, but, the Petitioner's Union refused and demanded payment before the dispatching of DG sets. Further, the workers were not ready to accept the cheques, as so many cheques issued earlier by the Respondent bounced previously. The workers Union demanded payment by way of online and currency and the Respondent disagreed to the same and hence, dispatch of DG set got held up.

(ix) The Union workers felt that just coming and going without work is not fair for them and the Respondent has informed that the company has turned to BIFR level and the workers demanded full and final settlement, PF/ESI, pending payment and asked the Respondent to relieve them. The Respondent blames the Petitioner's Union for the loss of the company and blamed the Petitioner's Union and insisted that the workers should bear the loss of the company.

(x) The final proceedings held on 29-03-2016, the Respondent instructed the workers to look for alternative jobs and the Petitioner's Union did not agree to that and demanded immediate settlement for the service period. Due to failure of conciliation the dispute has been refused to this Court for adjudication. Hence, the Petitioner's Union prayed for regarding payment of arrears, wages and illegal lock and for necessary monetary reliefs entitled by the employees as per law.

3. *The averments in the counter filed by the Respondent is as follows:*

The Respondent is a private company and manufacturing the DG set and in Pondicherry Unit the Respondent has allocated the work to the workers as per order of the customer and the Respondent has given the wages as per order received by the Respondent. Totally 10 to 20 employees has been worked in the Respondent company except 3 to 4 employees all other not permanent employees and further submits that the Petitioner has stated the list of employees are the probationary workers of the Respondent company.

(ii) From the starting of company to till January 2015 the company was running successfully and the employees were paid the wages without any due and the Management and workers relationship has been in good manner. The Respondent has paid bonus, festival allowance and other requirement of the workers.

(iii) After January 2015 the Respondent has not receive the orders regularly from the customer while in this situation the Respondent has never put the burden to the workers further Management has paid the wages and other benefits has been paid by the Respondent while so the same situation in Gujarat (another unit) due to that the Management has made heavy loss because of no order has received from the customer in this situation the Management has applied for Sick Industrial Companies before Government of India, Ministry of Finance, Board for Industrial and Financial Reconstruction, New Delhi and the issue has been pending till date.

(iv) The Respondent has not received order regularly. The Respondent received orders from the customer in once in a three months in this situation the Respondent has orally stated to the all workers that the Respondent will pay the wages according to order receive by the Respondent meanwhile the Petitioners has change their behaviour and they stated to delay the works and the Respondent was not able to deliver the orders to customer in time due to that the Respondent has not receive the payment in time from the customers due to that Respondent got financial crisis and the Petitioner have realise the financial situation of the Respondent and they have not done the works in time and further that workers has not done the Annual Maintenance Contract (AMC).

(v) The Petitioners did not obey the Respondent words and further the Respondent has paid wages till January 2016 without any due. The Respondent

never stopped the wages to the workers at any point of time but, the Petitioners has falsely stated in the claim statement that the Respondent has not paid the wages to workers on October 2015 to January 2016.

(vi) There is no intention to close the factory because the Respondent has not receive the orders regularly therefore, the Respondent has orally stated to the all workers including the Petitioners that "No Work No Pay" has been followed by the Respondent in that major workers are quit the job and they given final settlement by the Respondent. Hence, prayed for dismissal of the claim petition.

4. Point for determination:

1. Whether the reference has to be dismissed on the ground that the 11 workmen are represented by an unregistered Union?

2. Whether the lock-out done by the respondent management is an illegal lock-out?

3. Whether the dispute raised by petitioner union over non-payment of wages and illegal lock-out is justified?

4. To what reliefs the workmen are entitled for?

5. Mr. Vijayamaruthi, President of Union was examined as PW.1 and Exs. P1 to P18 were marked. On the Respondent side Mr. Charles Kuzhandai Raj, Store Incharge of Respondent Management was examined as RW.1 and through RW.1 Exs. R1 to Ex.R4 were marked.

6. On points 1 to 4:

The contention of the petitioner union is that the eleven workmen were working in the respondent's company in various cadre for the past 10 years and while so from June 2015 onwards the respondent has not disbursed salary to the abovesaid workmen and further were taking steps to close the factory without following the procedure as contemplated under Industrial Disputes Act and thereby the same is nothing but, an illegal lock-out. The further contention of the petitioner union is that on 27-08-2015 the petitioners union had given representation to the Labour Officer (Conciliation) to intervene in the dispute and to take necessary action to disburse the salary and to stop illegal lock-out for which the respondent had given reply, dated 15-09-2015 stating that the respondent is unable to generate income without any production work and AMC service but, infact the same is not true because the workmen did not stop the work at any point of time and were doing the assignment work given to them inspite of non-payment of wages. The

petitioner's Union further contended that in the conciliation proceedings held on 29-09-2015, the Union had insisted for disbursement of salary from June 2015 to September 2015, but, still the respondent repeated the same reason and again on 16-10-2016 in the Conciliation proceedings the respondent stated that "no work no salary" and while so the abovesaid workmen did 20 and 25 KVA DG set but, the respondent had paid only 15 days salary for the month of October 2015.

7. The petitioner's further contention is that in the Conciliation proceedings held on 27-10-2015 the Labour Officer has directed the respondent to pay salary and bonus amount before Deepawali for which the respondent stated that only after 2 DG set of 1 X 125 KVA and 1X 24KVA are dispatched it is possible to pay the salary arrears and further in the Conciliation proceedings held on 11-01-2016 the workers demanded for 4 ½ months salary along with the salary for January 2016 and later when the respondent accepted to pay the salary arrears by way of 11 cheques, the petitioner union refused to receive the same since the earlier cheques issued by the respondent were bounced and further the respondent without settling the dues to the workmen had informed the workers to look for an alternative jobs and therefore, the present claim petition is filed for payment of arrears, wages and monetary reliefs for illegal lock-out.

8. On the other hand the respondent contended that the petitioner's union was not recognized by the respondent and further after January 2015 the respondent did not receive regular orders and therefore, the respondent followed "No work No pay" and paid wages as and when the respondent received the orders but, the employees became adamant and delayed the works due to which supply of products could not be made in time and further the respondent has paid wages till January 2016 through online and the respondent has no intention to close the factory.

9. Thus, in this case the first contention of the respondent is that the Petitioner Union is an unregistered one and not recognized by the respondent company and therefore, the petitioner Union has no *locus standi* to represent the 11 workmen and the case is liable to be dismissed on this ground. The learned Counsel for respondent to substantiate this contention has relied upon the following citations:

1. Indian Kanoon-<http://indiankanoon.org/doc/1639298>, dated 25-02-2008 of the Hon'ble High Court of Madras held that "In as much as the petitioner is not a registered body and the details of its members having not been disclosed, we are of the considered view that the present Writ Petition is not maintainable".

2. AIR 2001 Raj 35, of the Hon'ble High Court of Rajasthan held that "Since, the above conditions are not fulfilled such an unregistered association cannot file Writ Petition in respect of the legal rights of the said association for the alleged breach of fundamental right as the association itself has no fundamental right of its own".

10. The PW.1 during his cross-examination has deposed as follows:

Jeevan Diesel Electricals Limited தொழிலாளர் விடுதலை முன்னணி என்பது எங்கள் யூனியன் பெயராகும். மேற்படி. சங்கம் தற்போதைய தேதிவரை பதிவு செய்யப்படவில்லை. மேற்படி. சங்கத்தில் நான் தான் தலைவர். நான் அவ்வாறு தேர்ந்தெடுக்கப்பட்டதற்கான ஆவணத்தை இந்த வழக்கில் தாக்கல் செய்யவில்லை. இந்த வழக்கில் காணப்பட்டுள்ள 11 தொழிலாளர்களின் மேற்படி சங்கத்தில் உறுப்பினர்கள் என்பதை காட்ட ஆவணம் தாக்கல் செய்யவில்லை என்றால் சரிதான். மேற்படி 11 உறுப்பினர்கள் மாதச்சந்தா வசூல் செய்யப்பட்டுள்ளது என்பதை காட்ட ஆவணம் தாக்கல் செய்யவில்லை என்றால் சரிதான்.

11. Thus, the P.W.1 during his cross-examination has categorically admitted that the petitioner Union has not been registered and further, admitted that he has not produced any documents to substantiate that the 11 workmen involved in this case had paid subscription to the petitioner Union. Therefore, from the evidence of P.W.1 it is found that the petitioner Union is an unregistered one. According to section 2(qq) of Industrial Disputes Act "Trade Union" means a Trade Union registered under the Trade Unions Act 1926. Admittedly in this case the petitioner Union has not yet been registered as per section 2 (qq) of the Trade Union Act. In the said context it becomes necessary to determine whether this reference can be represented by the petitioner's Union on behalf of the 11 workmen and further, whether the reference has to be dismissed on the ground that the 11 workmen are represented by an unregistered Union. This Court at this juncture relies upon the following citations:

12. The question regarding maintainability of the reference, at the instance of unregistered Union, came up for consideration before the Hon'ble Supreme Court in State of Bihar *versus* Kripa Shankar Jaiswal, reported AIR 1961, Supreme Court (Vol. 1) 306 wherein it was held as follows:

"It would be an erroneous view if it were said that for a dispute to constitute an industrial dispute it is a requisite condition that it should be sponsored by a recognized Union or that all the workmen of an industrial establishment should be parties to it. A dispute becomes an industrial dispute even where

it is sponsored by a Union which is not registered as in the instant case or where the dispute raised by some of the workmen because in either case the matter falls within Ss 18(3)(a) and 18(13) (d) of the Act". The binding nature of an award or a settlement as contemplated under section 18 in clauses, *inter alia* all parties to the Industrial dispute that include all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part.

13. The Supreme Court in 1972 (I) LLJ 507 Pradip Lamp Works, Patna Vs. Workmen of Pradip Lamp Works, Patna and another has held that: "It cannot be said that merely because the dispute was not sponsored by the registered Union it was not an industrial dispute. Even though the new Union was not registered there was evidence to show that substantial number of workmen who are members of the new union espoused the dispute relating to the dismissal of ten workmen and that legal position is that espousal of a dispute before a reference is made even by a minority Union having a membership of substantial number of workmen is sufficient to make such a dispute an industrial dispute. It was therefore, held that the dispute espoused by the new unregistered Union was an Industrial Dispute that the reference was Competent.

14. The Hon'ble Supreme Court in Bharat Heavy Electricals Limited, Vs. All India Trade Union Congress (1979) has held that: "The fact that a Trade Union is not registered under the Trade Unions Act, 1926, does not disentitle it from raising an Industrial Dispute. The right to raise an Industrial Dispute is a fundamental right guaranteed by Article 191 (c) of the Constitution of India. The registration of a trade union is only a procedural requirement and does not confer any substantive right on the Trade Union".

15. The Hon'ble High Court of Kerala in Kerala State Electricity Board Vs. All Kerala Electricity Board Employees Union (2002) has held that: "The registration of a trade union is not a condition precedent for raising an Industrial Dispute. An unregistered Trade Union can also raise an Industrial Dispute".

16. Thus, in the light of above citations it is clear that a dispute espoused by a unregistered Union also constitutes to be a Industrial Dispute and therefore, it cannot be held that the reference of dispute at the instance of unregistered Union is invalid one and further, in Industrial Dispute cases it becomes necessary to determine whether there exists workman and employer relationship and whether the subject matter of reference is really an industrial dispute or not.

17. At this juncture for better appreciation it would be appropriate to extract section 2(k) and 2A of Industrial Disputes Act.

Section 2 (k) "industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

Section 2A-Dissmissal, *etc.*, of an individual workman to be deemed to be an industrial dispute:- Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination is deemed to be an industrial dispute notwithstanding that no other workman or any Union of workmen is a party to the dispute.

18. In this case from the claim statement filed by the petitioner Union and counter statement filed by the respondent and from the evidence of R.W.1 and from Exs. P7 series to P17 series it is found that the 11 workmen involved in this case have proved that there exists the relationship of employer and workmen and further there exists a dispute in the nature of "Industrial Dispute". When such being so in the light of above citations cited *supra*, the industrial dispute which is espoused by an unregistered Union and further the reference having made by the Labour Officer Conciliation being a valid one, this Court is bound to answer the reference.

19. The another contention of the respondent is that the 11 workmen in this case are represented by an unregistered Union and the same is unsustainable because the workmen can be represented only by the Office bearers of registered Trade Union. This Court finds that as per section 36 of Industrial Dispute Act the representation of a workmen can be done by:

Representation of Parties; (1) A workman who is a party to dispute shall be entitled to be represented in any proceeding under this Act by:

(a) any member of the executive or other 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 authorised in such manner as may be prescribed.

(2) An employed who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by-

(a) an officer of an association of employers of which he is a member;

(b) an officer of a federation of association of employers to which the association referred to in clause (a) is affiliated;

(c) where the employer is not a member of any association of employers, by an officer of any association of employers connected with, or by any other employer engaged in, the industry in which the employer is engaged and authorised in such manner as may be prescribed.

(3) No party to a dispute shall be entitled to be represented by a legal practitioner in any conciliation proceedings under this Act or in any proceedings before a Court.

(4) In any proceeding before a Labour Court, Tribunal or National Tribunal, a party to a dispute may be represented by a Legal Practitioner with the consent of the other parties to the proceedings and with the leave of the Labour Court, Tribunal or National Tribunal, as the case may be.

20. Therefore, as per section 36 (1)(c) of Industrial Disputes Act a workman can be represented by other office bearer of any Trade Union connected with or by any other workman employed in the industry in which the worker is employed. In this case the industrial dispute is represented by an office bearer of a Trade Union and furthermore, the dispute is espoused by an unregistered Union and this Court also has already held that the reference by the Labour Officer Conciliation is a valid one and therefore in such circumstances this Court is bound to answer the reference. Apart from that even otherwise the president of the petitioner Union is one of the workman employed in the same company where other 10 workmen are working. Therefore, even otherwise the president as one of the workman working in the same company is entitled to represent the other 10 workmen in this case.

21. That apart on perusal of Ex.P6 Failure report issued by the Labour Officer Conciliation it is found that the respondent at no point of time has raised before

the Labour Officer Conciliation that the petitioner Union is an unregistered or unrecognised one. Further more, when the P.W.1 has adduced evidence before this Court the respondent has not raised any objection that the P.W.1 has neither *locus standi* to represent the 11 workmen nor to adduce evidence on behalf of the 11 workmen but on the other hand has allowed to complete the cross examination by suggesting to P.W.1 that the petitioner Union is an unregistered one and therefore petitioner Union has no *locus standi* to represent the 11 workmen. Thus, it is found that the respondent for the first time during cross-examination of P.W.1 has raised objection by posing questions to the P.W.1 that the petitioner Union is an unregistered one and cannot represent the 11 workmen. This Court on taking into consideration of above discussions, holds that the objection raised by the respondent that the petitioner Union cannot represent the 11 workmen holds no water for the reasons as assigned above.

22. The other contention of the petitioner Union is that the 11 workmen were not paid salary from June 2015 and further the respondent was taking steps for temporary closure of factory and the same is nothing but, an illegal lock-out. Whereas, the contention of the respondent is that after January 2015 there were no regular orders and therefore, the respondent had followed "No work no pay" and had paid salary as and when the respondent received orders but, the workmen became adamant and started to delay the works and thereby the respondent was unable to deliver the products in time. The respondent further, contended that the respondent has paid salary upto October 2015 through online and there is no intention for the respondent to close the factory.

23. This Court on perusal of Ex. P2 finds that it is stated that the respondent company do not have any production and therefore, is closing one factory for time being and further has directed the security service not to allow the 11 workmen to enter inside the factory. Further, the respondent also in the counter statement has stated that the respondent after January 2015 did not receive any orders regularly from the customer and the R.W.1 during his cross-examination has deposed that he is still working as store-incharge in the respondent company and at present only two persons are working the respondent company. Therefore, from the above it can be inferred that the respondent has initiated temporary closure and the same is nothing, but, a lock-out as contended by the workmen. This Court finds that Industrial Disputes Act contemplates the procedure for lock-out but, in this case the respondent without adopting any such procedure is found to have prevented the entry of the workmen into

the factory and also has not provided employment and wages. The contention of the respondent that it was informed to the workmen that salary will be paid as and when the orders are received and further, the workmen have to wait for the work without any salary and till the respondent generate revenue by supplying the products is found to be unacceptable one.

24. Thus, in the said facts and circumstances the lock-out done by the respondent is nothing but an illegal lock-out. When that being so, the workmen are entitled for salary during the said periods. According to petitioner it is contended that the 11 workmen were not paid salary from June 2015 but during the pendency of Conciliation proceedings for the month of October 2015 was paid by the respondent. Whereas the respondent contends that salary upto January 2016 were made through online. The petitioner as per Ex. P18 has proved that they have been paid salary for the month of October and November 2015 but the respondent has not produced any documents to prove the payment of salary upto January 2016 as contended by the respondent. Hence, this Court holds that the respondent is liable to pay salary to the 11 workmen for the period from June 2015 on wards except for the month of October 2015 and November 2015 since the salary for the said months have been disbursed.

25. It is contention of the respondent that BIFR proceedings have been initiated as against the respondent company and to substantiate the same Ex.R1 is relied. On perusal of Ex.R1 it is found that on 17-07-2015 a letter is addressed by Registrar of Board for Industrial and Financial Reconstruction seeking for certain particulars from the respondent, but, however it is found that on 23-01-2019 the respondent has sold a part of its immovable property and therefore, the contention of the respondent that as against respondent factory BIFR proceedings were initiated is unacceptable one. In view of above discussions it is held that Industrial dispute raised by the petitioner as against the respondent management over illegal lock-out is justified and as such this Court holds that the 11 workmen are entitled for arrears of salary for the period from June 2015 onwards excluding the month of October 2015 and November 2015 since the salary for the said months have been disbursed.

In the result this petition is allowed by holding that the industrial dispute raised by the petitioner as against the respondent management over illegal lock-out is justified and the respondent management is directed to pay the arrears of salary for the period from June 2015 onwards excluding the month of October 2015 and November 2015 within two months from the date of this Award. There is no order as to costs.

Dictated to the Stenographer directly typed by him, corrected and pronounced by me in open Court on this the 13th day of September, 2023.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness:

PW.1 — 30-01-2020 Thiru Vijayamaruthi, President of Union.

List of petitioner's exhibits:

Ex.P1 — Photocopy of the letters sent by the applicants to the Labour Officer (Conciliation) (13 Nos.).

Ex.P2 — 29-08-2016 Photocopy of the letter sent by the Respondent to the Contractor Swasthik Security Services, Puducherry, regarding the subject of closure of Jeevan Diesels and Electricals Limited.

Ex.P3 — 29-03-2016 Photocopy of the letter sent by the Respondent to the Labour Officer (Conciliation).

Ex.P4 — 22-01-2016 Photocopy of the Complaint given by the EPF Officer, Puducherry to the Superintendent of Police (South), Mettupalayam, Puducherry.

Ex.P5 — 15-03-2017 Photocopy of the Notification, dated 15-03-2017 in G.O. Rt. No. 26/AIL/Lab./T/2017.

Ex.P6 — 31-10-2016 Photocopy of the Failure Report issued by the Labour Officer (Conciliation).

Ex.P7 — — Photocopy of the Service Series Records of S.Vijayamaruthi-Electrician (14 Sheets).

Ex.P8 — — Photocopy of the Service Series Records of D. Mullaivalavan-Wireman (10 Sheets).

Ex.P9 — — Photocopy of the Service Series Records of S. Gnanasekaran-Fitter (10 Sheets).

Ex.P10 — — Photocopy of the Service Series Records of L. Paul Ebanazar-Technician (10 Sheets).

Ex.P11 — — Photocopy of the Service Series Records of D. Velmurugan-Wireman (7 Sheets).

Ex.P12 — — Photocopy of the Service Series Records of E. Arul Raj-Store-Assistant (8 Sheets).

Ex.P13 — — Photocopy of the Service Series Records of P. Vengatachalapathy-Electrician (9 Sheets).

Ex.P14 — — Photocopy of the Service Series Records of S. Karthikeyan-Painter (11 Sheets).

Ex.P15 — — Photocopy of the Service Series Records of R. Rajasekar-Wireman (10 Sheets).

Ex.P16 — — Photocopy of the Service Series Records of J. Vasu-Fitter (12 Sheets).

Ex.P17 — — Photocopy of the Service Series Records of L. Lakshminarayanan-Electrician (3 Sheets).

Ex.P18 — — Photocopy of the Salary Series Records (7 Sheets).

List of respondent's witness:

RW1 — 28-02-2022 Mr. Charles Kuzhandai Raj, Store-Incharge of the Respondent Management.

List of respondent's exhibits:

Ex.R1 — 17-07-2015 Photocopy of the Notice sent by Ministry of Finance to the Respondent.

Ex.R2 — 03-03-2016 Photocopy of the Bank Payment Slip for the Employee.

Ex.R3 — 23-01-2019 Photocopy of the Sale Deed of the Respondent.

Ex.R4 — 03-02-2018 Authorization Letter issued by the Respondent Management.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
HINDU RELIGIOUS INSTITUTIONS AND WAQF

*(G.O. Ms. No. 32/CHRI/T.3/2023,
Puducherry, dated 19th October 2023)*

ORDER

Adverting to the Orders, dated 30-06-2023 of the Hon'ble High Court of Judicature at Madras in W.P. Nos. 34726 of 2022 and 3241 of 2023, and G.O. Ms. No. 1/CHRI/T.2/2023, dated 14-07-2023, and in exercise of the powers conferred under the Puducherry Hindu Religious Institutions Act, 1972, Thiru R. Mohan Raj, s/o. Ramalingam, Store-Keeper Grade-II, Office of the Additional Director of Agriculture (Horticulture), Puducherry, is hereby appointed as Temple Administrative Officer of Arulmigu Maragadhavalli Udanurai Mallikarjuneswarar and Sri Muthalamman Devasthanam Pandasozhanallur, Nettapakkam Commune, Puducherry, on honorary basis. The Temple Administrative Officer shall administer the said Devasthanam as envisaged in the provisions of the Puducherry Hindu Religious Institutions Act, 1972 and the rules framed thereunder.

Important duties and responsibilities of the Temple Administrative Officer are given below :

- (i) To take over the administration of the said Devasthanam along with movable and immovable assets;
- (ii) Submission of compliance report on taking over of the administration of the temple along with the details of movable and immovable properties with a period of fifteen days from taking over the administration;
- (iii) Submission of annual report on maintenance of movable and immovable assets including the cleaning and desilting of temple ponds;
- (iv) To coordinate and facilitate the completion of work undertaken by donors as per rule 13 (9);
- (v) Submission of annual budget by March as per rule 13 of the Act;
- (vi) To maintain accounts as per sections 14 to 17 of Hindu Religious Institutions Act and to get the accounts, audited annually by the Directorate of Accounts and Treasuries, Puducherry;
- (vii) Shall ensure that the Poojas and Festivals are conducted according to the customs followed by the Devasthanam;
- (viii) Shall collect all debts and funds due to the Institution and secure them from the loss or risk of loss;

(ix) Shall ensure that appropriate proceedings are instituted to effect all debts and funds due to the Institution or recovery thereof and also to defend such action against the Institution in respect of the property of the Institution;

(x) Shall not connive at or facilitate any act or conduct of another person which would involve a breach of trust or occasion risk or loss to the property belonging to the Institution;

(xi) Shall strictly conform to and carry out the terms and shall not encumber the properties of the Institution by persistently incurring expenditure beyond the limits of the income of the property of the Institution;

(xii) Shall not in any way make use of the property of the Institution or of his position as Temple Administrative Officer, for his self-interest or private advantage; and shall be personally responsible for the exercise of his judgment and for performance of his duty and he cannot, therefore, escape responsibility by leaving to another person the exercise of judgment or the performance of that duty.

The Temple Administrative Officer shall hold office for a period of three years from the date of its appointment, unless in the meanwhile removed or dismissed or on resignation is accepted or otherwise cease to be Temple Administrative Officer.

(By order)

A. SIVASANKARAN,

Under Secretary to Government (Temples).

GOVERNMENT OF PUDUCHERRY
HINDU RELIGIOUS INSTITUTIONS AND WAQF

*(G.O. Ms. No. 41/CHRI/T.3/2023,
Puducherry, dated 24th November 2023)*

ORDER

Adverting to the Orders, dated 30-06-2023 of the Hon'ble High Court of Judicature at Madras in W.P. Nos. 34726 of 2022 and 3241 of 2023, and G.O. Ms. No. 1/CHRI/T.2/2023, dated 14-07-2023, and in exercise of the powers conferred under the Puducherry Hindu Religious Institutions Act, 1972, Thiru A. Arul Kumar, s/o. A. Arunachalam, Instructor in Office Secretaryship, Bharathi Government Higher Secondary School, Bahour, Puducherry, is hereby appointed as Temple Administrative Officer of Arulmigu Angalamman Devasthanam, Madagadipet, Mannadipet

Commune, Puducherry, on honorary basis. The Temple Administrative Officer shall administer the said Devasthanam as envisaged in the provisions of the Puducherry Hindu Religious Institutions Act, 1972 and the rules framed thereunder.

Important duties and responsibilities of the Temple Administrative Officer are given below :

(i) To take over the administration of the said Devasthanam along with movable and immovable assets;

(ii) Submission of compliance report on taking over of the administration of the temple along with the details of movable and immovable properties with a period of fifteen days from taking over the administration;

(iii) Submission of annual report on maintenance of movable and immovable assets including the cleaning and desilting of temple ponds;

(iv) To coordinate and facilitate the completion of work undertaken by donors as per rule 13 (9);

(v) Submission of annual budget by March as per rule 13 of the Act;

(vi) To maintain accounts as per sections 14 to 17 of Hindu Religious Institutions Act and to get the accounts, audited annually by the Directorate of Accounts and Treasuries, Puducherry;

(vii) Shall ensure that the Poojas and Festivals are conducted according to the customs followed by the Devasthanam;

(viii) Shall collect all debts and funds due to the Institution and secure them from the loss or risk of loss;

(ix) Shall ensure that appropriate proceedings are instituted to effect all debts and funds due to the Institution or recovery thereof and also to defend such action against the Institution in respect of the property of the Institution;

(x) Shall not connive at or facilitate any act or conduct of another person which would involve a breach of trust or occasion risk or loss to the property belonging to the Institution;

(xi) Shall strictly conform to and carry out the terms and shall not encumber the properties of the Institution by persistently incurring expenditure beyond the limits of the income of the property of the Institution;

(xii) Shall not in any way make use of the property of the Institution or of his position as Temple Administrative Officer, for his self-interest or private

advantage; and shall be personally responsible for the exercise of his judgment and for performance of his duty and he cannot, therefore, escape responsibility by leaving to another person the exercise of judgment or the performance of that duty.

The Temple Administrative Officer shall hold office for a period of three years from the date of its appointment, unless in the meanwhile removed or dismissed or on resignation is accepted or otherwise cease to be Temple Administrative Officer.

(By order)

A. SIVASANKARAN,

Under Secretary to Government (Temples).

**GOVERNMENT OF PUDUCHERRY
HINDU RELIGIOUS INSTITUTIONS AND WAQF**

(G.O. Ms. No. 42/CHRI/T.3/2023,
Puducherry, dated 24th November 2023)

ORDER

Adverting to the Orders, dated 30-06-2023 of the Hon'ble High Court of Judicature at Madras in W.P. Nos. 34726 of 2022 and 3241 of 2023, and G.O. Ms. No. 1/CHRI/T.2/2023, dated 14-07-2023, and in exercise of the powers conferred under the Puducherry Hindu Religious Institutions Act, 1972, Thiru S. Coumaressane, s/o. Sambandham, Assistant Line Inspector, Electricity Department, EE-R (North) O&M, Villianur O&M, Puducherry, is hereby appointed as Temple Administrative Officer of Arulmigu Muthumariamman Devasthanam, Embalam, Nettapakkam Commune, Puducherry, on honorary basis. The Temple Administrative Officer shall administer the said Devasthanam as envisaged in the provisions of the Puducherry Hindu Religious Institutions Act, 1972 and the rules framed thereunder.

Important duties and responsibilities of the Temple Administrative Officer are given below :

(i) To take over the administration of the said Devasthanam along with movable and immovable assets;

(ii) Submission of compliance report on taking over of the administration of the temple along with the details of movable and immovable properties with a period of fifteen days from taking over the administration;

(iii) Submission of annual report on maintenance of movable and immovable assets including the cleaning and desilting of temple ponds;

(iv) To coordinate and facilitate the completion of work undertaken by donors as per rule 13 (9);

(v) Submission of annual budget by March as per rule 13 of the Act;

(vi) To maintain accounts as per sections 14 to 17 of Hindu Religious Institutions Act and to get the accounts, audited annually by the Directorate of Accounts and Treasuries, Puducherry;

(vii) Shall ensure that the Poojas and Festivals are conducted according to the customs followed by the Devasthanam;

(viii) Shall collect all debts and funds due to the Institution and secure them from the loss or risk of loss;

(ix) Shall ensure that appropriate proceedings are instituted to effect all debts and funds due to the Institution or recovery thereof and also to defend such action against the Institution in respect of the property of the Institution;

(x) Shall not connive at or facilitate any act or conduct of another person which would involve a breach of trust or occasion risk or loss to the property belonging to the Institution;

(xi) Shall strictly conform to and carry out the terms and shall not encumber the properties of the Institution by persistently incurring expenditure beyond the limits of the income of the property of the Institution;

(xii) Shall not in any way make use of the property of the Institution or of his position as Temple Administrative Officer, for his self-interest or private advantage; and shall be personally responsible for the exercise of his judgment and for performance of his duty and he cannot, therefore, escape responsibility by leaving to another person the exercise of judgment or the performance of that duty.

The Temple Administrative Officer shall hold office for a period of three years from the date of its appointment, unless in the meanwhile removed or dismissed or on resignation is accepted or otherwise cease to be Temple Administrative Officer.

(By order)

A. SIVASANKARAN,
Under Secretary to Government (Temples).

GOVERNMENT OF PUDUCHERRY
TRANSPORT DEPARTMENT
(SECRETARIAT WING)

[G.O. Ms. No. 02/TD(SW)/2024, Puducherry, dated 11th January 2024]

NOTIFICATION

Whereas, the Board of Directors and their Equity shares for the Puducherry Urban Transport Agency Limited (PUTA Ltd.) for operating, Monitoring and Managing Urban Transport Services were notified *vide* G.O. Ms. No. 28, dated 22-02-2016 of the Under Secretary to Government (Transport), Transport Department, Puducherry. The Lieutenant-Governor of Puducherry is pleased to approve the reconstitution of Board of Members/Directors and Equity shares for the proposed Puducherry Urban Transport Agency Limited with the following constitution:-

Sl. No.	Member	Designation	Equity share	Share amount
(1)	(2)	(3)	(4)	(5)
				₹
1	The Chief Secretary to Government, Chief Secretariat, Puducherry.	Chairman	1,600	16,00,000
2	The Secretary to Government (Transport), Puducherry.	Vice-Chairman-cum-Director	1,400	14,00,000
3	The Transport Commissioner, Transport Department, Puducherry.	Managing Director	1,400	14,00,000

(1)	(2)	(3)	(4)	(5)
				₹
4	The Director, Local Administration Department, Puducherry.	Director	1,400	14,00,000
5	The Managing Director, Renewable Energy Agency of Puducherry (REAP), Puducherry.	Director	1,400	14,00,000
6	The Deputy Transport Commissioner, Transport Department, Puducherry.	Director	1,400	14,00,000
7	The Regional Transport Officer, Transport Department, Puducherry.	Director	1,400	14,00,000
Total			10,000	1,00,00,000

2. The Transport Commissioner, Transport Department, Puducherry, will be the Managing Director for the Puducherry Urban Transport Agency Limited (PUTA Ltd.) and it will be Head Quartered in the Office of the Transport Department, Puducherry, located at 100 Feet Road, Ozhandhai Keerapalayam, Mudaliarpot Post, Puducherry-605 004.

3. This issues with the concurrence of the Finance Department, Puducherry *vide* their I.D. No. 30657/FC/FD/F5/A1/2023-24, dated 10-01-2024.

(By order of the Lieutenant-Governor)

S. SANDIRAKUMARAN,
Under Secretary to Government (Transport).

AFFIDAVIT

I, M. Damodaran, son of M. Muthu Natarajan (*late*), residing at No. 78, Perumal Kovil Street, Varichikudy, Kottucherry, Karaikal-609 609, Puducherry State, do hereby solemnly and sincerely affirm, and state on oath as follows:

That I am the deponent herein.

I state that my name is mentioned as 'Tamodarane' in my Birth Certificate *vide* Registration No. KM/K/1965/00398, dated 24-03-1965, issued by Karaikal Municipality, Karaikal.

I state that my name is mentioned as 'Tamodaran M' in my Aadhaar Card bearing No. XXXX XXX 0413, issued by Unique Identification Authority of India.

I state that my name is mentioned as 'M. Damodaran' in my Service Book, issued by the Curator, Pondicherry Museum, Puducherry and in my Employee Identity Card EMP CODE: EDN 0008448, issued by the Principal, Arignar Anna Government Arts and Science College, Karaikal.

I state that my name is mentioned as 'Damodaran M' in my PAN Card bearing No. AJLPM6856C, issued by the Income-tax Department, Government of India and

in my Driving Licence DL No. PY02 19870000065, issued by Licensing Authority, Regional Transport Office, Karaikal, Government of Puducherry.

I state that my name is mentioned as 'Damodharan' in my Elector's Photo Identity Card bearing No. SJU0110916, issued by the Election Commission of India.

I state that my name is mentioned in my Family Ration Card bearing No.191648 as 'தாமோதரன்', issued by the Department of Civil Supplies and Consumer Affairs, Karaikal.

I hereby declare that all the above-mentioned names *viz.*, 'Tamodarane', 'Tamodaran M', 'M. Damodaran', 'Damodaran M', 'Damodharan' and 'தாமோதரன்' are denoting one and the same person, they referring myself only.

Henceforth, I am always writing and signing my name as 'M. Damodaran' for all records, papers and all affairs of my life.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 10th day of January 2024.

562619

M. DAMODARAN.

AFFIDAVIT

I, V.Rubalingam, son of Valliyappan, aged 47 years residing at No. 3, A G Sami Street, Priyadarshini Nagar, Gorimedu, Puducherry-605 006, do hereby solemnly affirm and state as under:

1. That my former name was 'V.Rubalingam'.
2. That my name is mentioned as 'V Rubalingam' in my Aadhaar Card No. XXXX XXXX 4371.
3. That my name is mentioned as 'V.ரூபலிங்கம்' in my School Transfer Certificate.
4. That my name is mentioned as 'V.Rooba Lingam' in my Community Certificate.
5. That my name is mentioned as 'V. Rupalingam' in my daughter's Birth Certificate.
6. I state that 'V Rubalingam', 'V. Rubalingam', 'V.Rooba Lingam', 'V.ரூபலிங்கம்' and 'V Rupalingam' are denoting one and the same person that is myself only.
7. I declare that my name is 'V.Rubalingam'.

I hereby declare that whatever is stated herein above are true to the best of my knowledge.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 10th day of January 2024.

562620

V. RUBALINGAM.

AFFIDAVIT

I, S Manjini, son of Sezhan, Hindu aged 30 years, residing at No. 62B, Kamaraj Salai, Nehru Nagar, Venkata Nagar, Puducherry-605 011, do hereby solemnly and sincerely affirm and state on oath as follows:

I state that my daughter's name is mentioned as 'Aadhira' in her Birth Certificate, under Registration No. PM/P/2021/001991, dated 13-12-2021, issued by Pondicherry Municipality, Puducherry and in her Aadhaar Card No. xxxx xxxx 6027, issued by Unique Identification Authority of India.

I state that my daughter's name is mentioned in the Family Ration Card No. 479497, as 'ஆதிரா', issued by the Department of Civil Supplies and Consumer Affairs, Puducherry.

I state that both the above names of my daughter viz., 'Aadhira' and 'ஆதிரா' are denoting one and the same person referring my daughter only.

I declare that hereinafter, my daughter shall always use to write and sign her name as 'M Aadhira' on all records, papers and all affairs of her life.

The above deposition is true and correct to the best of my knowledge and belief, and nothing material has been concealed therein.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 11th day of January 2024.

562621

S MANJINI.

AFFIDAVIT

I, Binita Sharma, d/o. B. Ghalak Sharma residing at No. 12, Lally Tollendal Street, Rajbhavan, Pondicherry-605 001, do hereby solemnly and sincerely affirm and state on oath as follows:

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

That my name is mentioned as 'G Binita' in my old Aadhaar Card *vide* No. xxxx xxxx 9830, issued by Unique Identification Authority of India and in my new Aadhaar Card *vide* No. xxxx xxxx 9830, my name is mentioned as 'Binita Sharma'.

I hereby state that in my PAN Card *vide* No. FZXPB6926D, issued by Income-tax Department, my name is mentioned as 'Binita Sharma'.

That my name is mentioned as 'Binita' in my Birth Certificate *vide* Registration No. J/2002/07463, dated 01-10-2002, issued on 21-05-2019, by Oulgaret Municipality, Puducherry. And I have changed my name as 'Binita Sharma' in my New Birth Certificate, dated 01-09-2023.

That my name is mentioned as 'Miss Binita Sharma' in my Bank Savings *vide* Account No. XXXXXXXXXXXXX3901, issued by Karnataka Bank Limited, Puducherry.

That my name is mentioned as 'Binita G' in my S.S.L.C. Mark Certificate No. 8333154, Higher Secondary Course-First Year Mark Certificate Sl. No: HSF. 1774749, and in my Higher Secondary Course-Second Year Mark Certificate Serial No: HSS2774967, issued by the Member-Secretary, State Board of School Examinations (Hr. Sec), Tamil Nadu.

I hereby declare that the names 'G Binita', 'Binita Sharma', 'Miss Binita Sharma' and 'Binita G' are referring one and the same person, they denoting myself only. And in future, I shall use my name as 'Binita Sharma' only.

Solemnly and sincerely affirmed, and signed before the Notary Public at Puducherry, on this 10th day of January 2024.

562622

BINITA SHARMA.

AFFIDAVIT

I, K. Neetha, wife of D. Kathiravanathan, aged 40 years and residing at No. 7, 2nd Cross Street, P.C.P. Nagar, Ariyankuppam, Puducherry-605 007, do hereby solemnly affirm and state on oath as follows:

1. I state that my minor son's name has been entered as 'Thamili Pandiyan' in his Birth Certificate under Registration No. PM/P/2010/010255 issued by Pondicherry Municipality, Puducherry.

2. I state that my minor son's name has been entered as 'Nikhil Deva' in his Aadhaar Card No. XXXX XXXX 5387, issued by Unique Identification Authority of India.

3. I state that my minor son's name has been entered as 'நீக்கில் தேவா' in the Family Ration Card No. 315443, issued by the Department of Civil Supplies and Consumer Affairs, Puducherry.

4. I state that as per Court Order filed under LAC No. 584/2021 in O.S.No. 349/2020 on 01-06-2021 before the II Additional District Munsif Court, Puducherry, I have changed my minor son's name as 'Thamili Pandiyan' instead of 'Nikhildeva'.

5. I declare that all the abovesaid names viz.: , i.e., 'Thamili Pandiyan', 'Nikhil Deva', 'Nikhildeva' and 'நீக்கில் தேவா' are referring one and same person i.e., my minor son only.

6. Further, I state that I have now changed my minor son's name as 'Thamili Pandiyan' instead of 'Nikhil Deva' for numerological and sentimental reasons.

7. Further, I declare that hereinafter, my son shall be called, known and distinguished only by the name 'Thamili Pandiyan' for all my official and private purposes.

8. I state that what are all stated above is true and there is no suppression or misrepresentation of the facts.

Solemnly and sincerely affirmed, and signed before the Notary Public at Puducherry, on this 24th day of January 2024.

562627

K. NEETHA.

AFFIDAVIT

I, Pounidame, daughter of V. Venugopal (late), wife of Counalane Satis, aged 59 years and residing at No. 41, Thulukanathamman Kovil Street, Main Salai, Thiruvalluvar Nagar, Puducherry-605 003, do hereby solemnly and sincerely affirm, and state on oath as follows:

I state that my name has been mentioned as 'Pounidame' and my date of birth is 29-09-1964 as per my Birth Certificate, issued by Pondicherry Municipality, Puducherry under Registration No. PM/P/1964/000398, dated 03-10-1964.

I state that my name has been mentioned as 'Pounidame' in the Liveret de Famille/Marriage Book No. 19/M.C(M)/93, dated 07-05-1993 and Marriage Certificate Register No. 19/1993/MMC, dated 19-01-2024, issued by the Registrar, Pondicherry Municipality, Puducherry and Sub-Registrar, Pondicherry Municipality, Puducherry.

I state that my name has been mentioned as 'Punidavady' in my SSLC Mark Sheet Register Nos. 128507, 445064 and 12th Standard Mark Sheet Register No. 702990, issued by the Board of Secondary Education, Board of Higher Secondary Examination, Tamil Nadu and my 12th Standard Transfer Certificate No. 03635, dated 01-07-1986. My date of birth was also recorded as 29-06-1964 instead of 29-09-1964.

I state that my name has been mentioned as 'Punithavathy @ Punitham' in my Voter's Identity Card EPIC No. IVT0088443.

I state that my name has been mentioned as 'Punidavady @ Pounidam Satish' in Savings Bank Account No. XXXXXX5830 of Central Bank of India, Puducherry Main Branch, dated 07-06-2013 and Aadhaar Card No. XXXX XXXX 9475.

Hence, I declare that all my abovesaid names viz., 'Pounidame', 'Punidavady', 'Punithavathy @ Punitham' and 'Punidavady @ Pounidam Satish' entered on my abovesaid records are denoting one and same person, that is referring myself only.

I declare that I shall hereinafter be known only by the name 'Pounidame' and also state that I shall henceforth be write and sign my name as 'Pounidame' on all records, papers, documents and all affairs of my future life and relating my name in place and in substitution of my former name.

The above deposition is true and correct to the best of my knowledge and belief, and nothing material has been concealed therein.

Solemnly affirmed and signed before the Notary Public at Puducherry, on this 24th day of January 2024.

562628

POUNIDAME.

AFFIDAVIT

I, Chinnaponnu, wife of Rasu, aged 87 years, residing at No. 19, Kaliyamman Kovil Street, Neravy, Karaikal, do hereby solemnly and sincerely affirm, and state on oath as follows :

I state that my name has been mentioned as 'Chinnaponnu (சின்னப்பொன்னு)' in my Elector's Photo Identity Card, issued by Election Commission of India bearing No. NPX0117002, dated 21-2-2019.

I state that my name has been mentioned as 'Chinnponnu R (சின்னப்பொன்னு ரா)' in my Aadhaar Card, issued by the Unique Identification Authority of India bearing No. XXXX XXXX 4953.

I state that my name has been mentioned as 'சின்னப்பொன்னு' in my Family Ration Card, issued by the Department of Civil Supplies and Consumer Affairs, Karaikal bearing No. 208770.

I am to state that my name has been mentioned as 'கெங்கையம்மாள்' in my Document of partial Emancipation Deed, issued by the Sub-Registrar Office, Thirumarugal, Tamil Nadu bearing No. 6151, dated 14-04-1993.

I state that my name has been mentioned as 'Guengayamballe' in my son's Birth Certificate, issued by Neravy Commune Panchayat, Karaikal bearing No. 27, dated 8-10-2004.

I state that my name has been mentioned as 'Guengueammalle' in my daughter's Birth Certificate, issued by Neravy Commune Panchayat, Karaikal bearing No. 26, dated 26-03-2008.

I state that my name has been mentioned as 'Chinnaponnu' in my son's Death Certificate, issued by Neravy Commune Panchayat, Karaikal bearing No. 2016/00069, dated 30-12-2016.

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 'Kengaiyammal (கெங்கையம்மாள்)' for all purposes.

Solemnly affirmed and impressed my left-hand thumb impression before the Notary Public at Karaikal, on this 29th day of December 2023.

Ack. No. 025

LTI of CHINNAPONNU.

AFFIDAVIT

I, Prabakaran, son of Rajamanickam, aged 30 years (Date of Birth 25-04-1993) and residing at No. 28, Gandhi Nagar, Varichikudy, Karaikal, do hereby solemnly and sincerely affirm and state on oath as follows:

I was a Hindu by birth. My birth name was 'Prabakaran', recently, I had embraced Islamic faith, upon conversion of religion I had renounced my birth name 'Prabakaran' and assumed to myself the Muslim name 'Dhulqarnayn (துல்கர்ணைன்)'.

I state that, my name has been mentioned as 'Prabakaran' in my Birth Certificate, issued by Karaikal Municipality, Karaikal bearing Registration No. K/1993/00975, dated 09-07-2001.

I state that, my name has been mentioned as 'Prabakaran (பிரபாகரன்)' in my Elector's Photo Identity Card, issued by Election Commission of India bearing No. SJU0031088.

I state that, my name has been mentioned as 'Prabakaran R (பிரபாகரன் ரா)' in my Aadhaar Card, issued by Unique Identification Authority of India bearing No. XXXX XXXX 3113.

I state that, my name has been mentioned as 'பிரபாகரன்' in the Family Ration Card, issued by the Department of Civil Supplies and Consumer Affairs, Karaikal bearing No. 418141 .

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 'Dhulqarnayn (துல்கர்ணைன்)' for all purposes.

Solemnly affirmed and signed before the Notary Public at Karaikal, on this 09th day of January 2024.

Ack No. 027

R. PRABAHARAN.

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