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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 11/AIL/Lab./T/2023,
Puducherry, dated 24th January 2024)

NOTIFICATION

Whereas, an Award in I.D (L) No. 34/2018, dated 13-10-2023 of the Labour Court, Puducherry, in respect of the industrial dispute between the management of M/s. Mahatma Gandhi Medical College and Research Institute, represented by Senior Personal Manager, Pillaiyarkuppam, Puducherry and Thiru Boominathan, Kondur Post, Cuddalore, over continuity of service, full back wages and all other attendant benefits 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. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Friday, the 13th day of October, 2023

I.D. (L) No. 34/2018
CNR. No. PYPY06-000069-2018

Boominathan,
S/o. Stalin,
No. 42, Vinayaga Nagar,
Kondur Post, Cuddalore. . . Petitioner

Versus

Mahatma Gandhi Medical College
and Research Institute,
Rep. by its Senior Personal Manager,
SBV Campus, NH 45A,
Pondy - Cuddalore Main Road,
Pillaiyarkuppam, Puducherry. . . Respondent

This Industrial Dispute coming on 20-09-2023 before me for final hearing in the presence of Thiruvalargal P.R. Thiruneelakandan and A. Mithun Chakkaravarthy,

Counsels for the Petitioner, Thiruvalargal L. Sathish, S. Velmurugan, V. Veeraragavan and E. Karthik, Counsels for the Respondent and after hearing the both sides and perusing the case records, this Court delivered the following:

AWARD

This Petition filed under section 2(A) of the Industrial Disputes Act, 1947, Amended Act 24 of 2010 to pass an Award holding that the termination of the petitioner service with effect from 23-06-2016 is arbitrary, illegal and direct the respondent/management to reinstate the petitioner in his service as Network Administrator with continuity of service, full back wages and all other attendant benefits with effect from the date of illegal termination, *i.e.*, on 23-06-2016.

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

(i) The petitioner was appointed in the respondent establishment on 09-06-2010 as a "Network Administrator" and the respondent with an ulterior motive to deny and deprive the status of permanent workman and other monetary benefits and to deny the other statutory protection of service condition of the permanent workman to the petitioner has stated in the appointment letter that the petitioner was engaged on contractual basis only for 11 months from 09-06-2010. The fact remains that even after lapse of the said 11 months period, the petitioner was continuously engaged as a Network Administrator till he was illegally terminated from service in the year 2016 and that itself is evident that the initial appointment order of the petitioner was issued with *mala fied*. In the year 2010, the petitioner was paid a sum of ₹ 12,000 as monthly wage and then in the year 2011, the wage was increased to ₹ 16,000 per month. After about 5 years till 2016, when the petitioner was illegally terminated from his service there was no wage increment and his service also was not regularised as permanent employee and furthermore, he was not event paid wage on par with the permanent employee who did service similar nature of work of the petitioner as Network Administrator.

(ii) Since, the petitioner rendered 6 years continuous service as network administrator with fond of hope that this service could be confirmed as permanent employee and he will be paid wage and other benefits as well as protection of service condition as permanent employees, but, he was denied. Hence, the petitioner demanded the respondent management to regularize his service as permanent employee and extend the benefits of the permanent employee including the wage but, the respondent management did not come forward to concede the legitimate demand of the

petitioner. On the other hand, the respondent decided to terminate the service of the petitioner and accordingly on 23-06-2016, the petitioner was terminated from service on the allegation that 22-06-2016 he has indulged in the activities of instigating the willing workmen to refrain from discharging their duties. The allegation is absolutely false and the petitioner was neither charge-sheeted nor any enquiry was conducted against him for aforesaid charge before his service was terminated.

(iii) Since, the petitioner's initial appointment, the petitioner has been working in the respondent management under the direct control of the respondent management but, the respondent management in order to deny the regularization of service has fabricated records as if, he was employed through contractor. Hence, the Petition.

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

The Respondent Management is a Multi-Specialty Hospital and Trauma Care Centre, providing plethora of medical facilities and treatment to people in and around Puducherry region. It also runs a reputed Medical and Nursing Colleges. The respondent is a trauma care centre where hundreds of patients come in for emergency treatments in any given day. Apart from that, there are in-patients and out-patients, who require constant medical attention. Respondent's hospital also has ICU and CCU wards, critical operation theaters, where Doctors, Nurses, Technicians, Assistants, Attendants and other workers provide round the clock medical treatment and assistance to patients. Respondent employs around 2,000 workers, Nursing Staff, General Staff, Officers and Faculty out of whom 15% employees are engaged through contractors for peripheral works on periodical basis as per due provision of law.

(ii) The petitioner was employed on 09-06-2010 *vide* offer of Temporary engagement to work for the post of Network Administrator purely on contract basis. Some of the important clause of offer of Temporary engagement of petitioner, dated 09-06-2010 are as follows:

Clause 3: Your temporary engagement is only for the specific period of eleven months only from the date you start working. This engagement for work will not be extended on the expiry of eleven months and will, on the expiry of the period, automatically stand terminated. This offer of engagement for work will not bestow any right/claim for your future continuous absorption in the Institute.

Clause 4: You should be responsible in the discharge of the work allotted to you and you should carry out the same to the satisfaction of your superiors. Punctuality in work timings and daily attendance should be strictly observed by you.

Clause 7: If, your performance during working is found to be not satisfactory and in the event of any acts of misconduct noticed during the period, this temporary engagement for work will be terminated without any notice.

Clause 13: Based on the understanding of the above terms and conditions, this offer for your temporary engagement is made to you.

(iii) Right from the date of engagement of petitioner on contract basis, the petitioner had exhibited short temperedness and would fight with his co-workers and his superiors on trivial issues and will disobey the orders of his superior. Petitioner would constantly instigate other workers to bully the management and make unreasonable demands. When respondent's official would request for a peaceful negotiation of issues, he would immediately put his foot down and instruct workers to engage in demonstrations, slogan shouting and other kinds of pressure tactics. This has been a routine for petitioner and the respondent on number of earlier occasions warned petitioner of serious consequences but, the petitioner did not mend his ways and continued to engage himself in such abhorring conducts.

(iv) Only two registered and recognized Unions in the hospital namely, Sri Balaji Vidyapeeth deemed University and MGMCRI Labour and Employees Union, (Registration No. 586/RTU/2009) and Mahatma Gandhi Maruthuvam and Indiragandhi Palmaruthuva Kallori Congress Employees Union, (Registration No. 1582/RTU/2009), which represents majority of workers in respondent's Institution. Only with these two Unions, respondent has always held discussions on issues of general importance and has signed long term settlements under section 12(3) of Industrial Disputes Act. However, on 03-03-2016, a letter was addressed by Mahatma Gandhi Maruthuva Kallori matrum Aaraichi Niruvana Niranthara Thozilalar Vazhvirimai Sangam that they have formed and registered a new Union and the placed a charter of demands *vide* letter, dated 07-03-2016. Similarly, on 27-04-2016, respondent received yet another letter signed by Mahatma Gandhi Muruthuva Kallori Matrum Aaraichi Niruvana Opantha Thozhilalar Vazhvirimai Sangam informing Niruvana Opantha Thozhilalargal Sangam placed their 22 points

Charter of Demands and requested the respondent to invite them for discussions on such charter of Demand, petitioner herein claimed himself to be the President of Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Nuruvana Opantha Thozhilalargal Vazhvurimai Sangam. Therefore, respondent received letters signed by the petitioner and other leaders of Union, dated 24-05-2016, claiming that if, the charter of demands given by two newly formed Unions is not met within 15 days, they shall indulge themselves in strikes and demonstrations.

(v) That on 15-06-2016, the petitioner through his Union addressed a letter to Labour Officer (Conciliation), Government of Puducherry placing his Union's charter of demands and had once again threatened of continuous illegal strike, if, their demands are not met by the respondent. The said Labour Officer (Conciliation) issued a Notice of Conciliation, dated 20-06-2016 and thus, initiated process of negotiation on industrial dispute raised by Petitioner's Union. Law thus mandates that once conciliation process is initiated, both parties to dispute were required to maintain decorum and were not supposed to engage in illegal strike or lockout but, the petitioner as the head of his Union was not inclined to follow rule of law. He once again addressed a letter through his Union, dated 21-06-2016, wherein, he declared that his Union shall indulge in indefinite strike and other forms of demonstrations with effect from 22-06-2016, which would initially not be implemented at ICU, MICU, Casualty, maintenance and Ambulance service for two days and thereafter, those units will also be subjected to be the continuous illegal strike.

(vi) Petitioner has worked as a Network Administrator in respondent's Institution on contract basis, which is a very responsible position in its hospital. The entire hospital activities of the respondent were computerized and each and every Department is interconnected and interlinked. Petitioner was in a very responsible position of managing smooth functioning of all the networks and its connections. Petitioner was therefore required to display utmost maturity and sincerity in his work and was not suppose to engage himself in flash strikes, demonstrations or picketing. The strike that was called for by petitioner through his Union was clearly illegal and he was fully aware of the fact that such strike pending conciliation before services and illegal strikes would jeopardize the life and limb of many patients and would bring the entire hospital to a standstill.

(vii) The petitioner and his Union namely, Mahatma Gandhi Maruthuva Kalloori Matrum Aaraichi Niruvana Niranthara Thozhilalar Vazhvurimai Sangam, along with few others, especially R. Velmurugan, G. Anbarasan, D. Karthikeyan has restored to illegal strike inside respondent's Institution on 22-06-2016 from 8.00 a.m. The strike continued till 7.30 a.m. on 15-07-2016. They disturbed and disrupted respondent's daily activities, especially treatment to the needy patients. Many of the needy patients in respondent's hospital required emergency care and treatment. Petitioner and other Union representatives along with their Unions namely, Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Niranthara Thozhilalar Vazhvurimai Sangam and Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Opantha Thozhilalargal Vazhvurimai Sangam has threatened the other loyal and willing employees and workers to join them in their illegal strike. Petitioner, R. Velmurugan, G. Anbarasan and D. Karthikeyan included a group of workers to barge inside the laboratories where costly equipments/specimens/investigation details were kept and threatened laboratory staffs to support their illegal strike, failing which they will destroy the specimens obtained for patients and other laboratory equipments in the lab. The efforts taken by respondent to prevent petitioner and other members of the Unions entering into respondent's hospital resulted in failure. Left with no other alternative, respondent has displayed a notice, dated 22-06-2016, clearly highlighting about disturbance caused to essential service and intimated that appropriate disciplinary proceedings would be initiated. Respondent also gave a complaint, dated 23-06-2016 to the Senior Police Officials and to Kirumampakkam Police Station requesting them to provide adequate Police protection in and around respondent's hospital and requested them to prevent agitating workmen from *thwarting ingress* and *egress* of men/materials/patients/staffs/students and more particularly intimated that life saving surgeries in operation theater has been cancelled owing to non-availability of workman from discharging their duties.

(viii) Since, the situation went out of control and there was an imminent and lurking danger of loss of line, limb and materials of the respondent, it immediately moved a Civil Suit in O.S. No. 201/2016 on the file of Principal Sub-Judge, Puducherry, seeking permanent and interim prohibitory injunction against the petitioner, his associates, his Union and other Union to restrain them from conducting any illegal strike within the precincts of the respondents

hospital. Respondent obtained *ex parte* injunction but, it could still not control the petitioner and his associates from giving up the illegal strike.

(ix) Since, the petitioner was leading the entire strike as President and D. Karthikeyan as Secretary of Mahatma Gandhi Maruthuva Kalloori Matrum Aaraichi Niruvana Opantha Thozhilalar Vazhvurimai Sangam along with others like R. Velmurugan and G. Anbarasan of Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Niranthara Thozhilalargal Vazhvurimai Sangam and since, the situation in the hospital has gone out of control and the respondent was not able to control the rampaging workers engaging in illegal flash strike in complete violation section 22 of Industrial Disputes Act, it has not options but, to take immediate and quick action against petitioner. Entire situation in hospital has become grim and even with Civil Court's injunction order, respondent has not able to control agitating workers, who were fully charged up and instigated by the petitioner. There was absolutely no time for the respondent to issue charge-sheet, conduct domestic enquiry and it has compelled by circumstances to take immediate action against petitioner, who was the main player in the strike. Further, petitioner was engaged on contract basis and hence, respondent was advised that it had every right to relieve petitioner without any enquiry. Respondent was advised that even if, any enquiry was required to be conducted, it could done by the management after defusing the grave situation. The respondent has thus, compelled to take immediate action in the interest of the Institution and thousands of patients stranded inside hospital to diffuse illegal strike of Union headed by petitioner. Hence, it terminated petitioner with immediate effect *vide* its Order, dated 23-06-2016. Therefore, there is no merits in the contention that petitioner was victimized for his Union related activities. Hence, the petition filed by the Petitioner is liable to dismissed.

4. Points for determination:

1. Whether the employment of the Petitioner in the respondent Institution was a permanent or contractual one?

2. Whether the termination order passed by the respondent without conducting domestic enquiry is sustainable or unsustainable one?

3. Whether the petitioner is entitled for the relief to set aside the termination Order, dated 23-6-2016 and for reinstatement with continuity of service, full back wages and other attendant benefits?

5. The petitioner examined himself as P.W.1 and Exs.P1 to P12 were marked. On the side of respondent R.W.1 was examined and Exs.R1 to R11 were marked. Written arguments was filed on either side.

6. On points 1 to 3:

The contention of the petitioner is that the petitioner was employed in the respondent Institution on 09-06-2010 as a Network Administrator on contractual basis for 11 months but, however, the petitioner continued to work in the respondent Institution till, he was illegally terminated from service in the year 2016. The further specific contention of the petitioner is that the respondent with an ulterior motive to deny and deprive the status of a permanent workman and other monetary benefits to the petitioner has employed the petitioner on contractual basis and in the year 2010 the petitioner was paid a sum of ₹ 12,000 as monthly wages and in the year 2011, the wage was increased to ₹ 16,000 per month and thereafter, there was no any wage increment given to the petitioner by the respondent. The petitioner's further contention is that though the work extracted from the petitioner was similar to that of a permanent employee work but, the petitioner was not paid wages on par with the permanent employee and hence, the petitioner has demanded the respondent management to regularize his service as a permanent employer and to extend all benefits of the permanent employee but, the respondent without considering the legitimate demand of the petitioner has terminated the service of the petitioner on 23-06-2016 without providing charge-sheet or conducting enquiry alleging that on 22-06-2016, the petitioner has indulged in the activities of instigating the willing workmen to refrain from discharging their duties.

7. *Per contra*, the contention of the respondent is that the petitioner was appointed on 09-06-2010 to the post of Network Administrator and his offer letter it is specifically stated that the engagement to work in the respondent Institution is for a period of 11 months and the employment is purely on contract basis and further, it is stated that the offer of engagement for work will not bestow any right/claim for future continuous absorption in the Institution and also in case, the performance of the petitioner during the working period is found to be not satisfactory or in the event of any acts of misconduct is noticed then, the temporary engagement of work will be terminated without any notice and therefore, it is the specific contention of the respondent that the petitioner was engaged in the respondent Institution on a contractual basis without any right to claim regularization of his employment and

further the petitioner being an educated youth and having accepted the employment as per the terms of offer letter is precluded from claiming the rights of a permanent employee. Apart from that the respondent contends that after engagement of petitioner on contractual basis, the petitioner was exhibiting his short temperedness to his co-workers and to his superiors and disobeyed the orders of the superior and instigated other workers to fight with management for unreasonable demands and later the petitioner claimed himself to be the President of Mahatma Gandhi Maruthuva Kalloori Matrum Aaraichi Niruvana Opantha Thozhilalargal Vazhvurimai Sangam and gave a letter, dated 24-05-2016 signed by the petitioner and other leaders of the Union stating that if the charter of demands given by two newly formed unions is not considered within 15 days then they would indulge in strikes and demonstrations and on 15-06-2016 through his Union has addressed a letter to Labour Officer Conciliation placing the Union's charter of demands and again threatened for continuous illegal strike if the demands are not met with by the respondent and on 22-06-2016 the petitioner and his Union has indulged in indefinite strike and disrupted the respondent institution from providing treatment to the needy patients and though the respondent had lodged complaint before Kirumampakkam Police Station, Puducherry, seeking protection and also filed Civil Suit in OS.201/2016 before Principal Sub-Judge, Puducherry, but, the situation in the hospital became grim and uncontrollable and therefore, the respondent was constrained to take a drastic step and terminated the petitioner from service without conducting Domestic Enquiry.

8. In this case, the core question that arises for consideration is whether the employment of the Petitioner in the respondent institution was a permanent one as contended by the petitioner or a contractual one as contended by the respondent. The respondent to substantiate that the petitioner was employed on contractual basis has placed reliance upon the terms stipulated in Ex.P1. This Court on perusal of evidences adduced by both parties and the pleadings finds that Ex.P1 is admitted by both parties. On perusal of Ex.P1 it is stated that it is an Offer for Temporary Engagement to Work issued to the petitioner. Some of the important terms and conditions as stated in Ex.P1 is extracted hereunder for better appreciation:

The Management of Mahatma Gandhi Medical College and Research Institute has decided to engage S. Boominathan to work/serve as Network Administrator on a purely contract basis.

This contract of engagement to work in our institution is for a period of only Eleven months.

This offer of engagement for work will not bestow any right/claim for your future continuous absorption in the institute.

If, your performance during working is found to be not satisfactory and in the event of any acts of misconduct noticed during this period, this temporary engagement for work will be terminated without any notice.

9. Thus, in Ex.P1 offer letter it is distinctly stated that the contract engagement of the petitioner to work in the respondent institution is purely on contract basis for a period of 11 months and further the said offer of engagement for work will not bestow any right upon the petitioner to claim for future continuous absorption in the institute. The petitioner during his cross-examination as P.W.1 has deposed that he has studied M.Sc., I.T. and he has good proficiency in English and further, he was well aware of the terms of employment as stated in Ex.P1. Therefore, from the evidence of P.W.1 it could be inferred that the petitioner was well aware of the terms of offer for employment provided by the respondent and further, the petitioner also has accepted the offer of employment as per the terms as found in Ex.P1.

10. In this case though the petitioner accepts that as per Ex.P1 offer for temporary engagement to work issued by respondent stipulates that the respondent had offered work to the petitioner purely on contract basis for 11 months but contends that the respondent continued the employment of petitioner more than 11 months and thereby the petitioner had worked in the respondent institution from 09-06-2010 to 26-06-2016 on regular basis and further, the respondent had extracted from the petitioner all similar works that were done by a permanent employee and therefore, the petitioner had worked in the respondent institution only as a permanent employee but, the respondent with *mala fide* intention to deprive from providing the status and benefits of permanent employee has wantonly stated in the Ex.P1 that the petitioner is engaged to work in the respondent institution purely on contract basis.

11. Therefore, in the said context it becomes necessary to determine when the offer of employment issued by the respondent states that the employment is for eleven months and purely on contract basis then whether the continuation of employment of petitioner even after eleven months that is extension and continuation of petitioner's service for more than six years would confer any rights of a permanent employee upon the petitioner. The learned Counsel for respondent contended that when the appointment made was purely contractual, then the concerned person shall not be entitled to claim any rights of a permanent

employee and further, in this case the petitioner being an educated youth having understood the terms of offer and having accepted the contractual appointment is estopped from challenging the terms of appointment and also claiming the rights of a permanent employee. The Learned Counsel for petitioner to substantiate this contention has relied upon the following citations:

(i) **CDJ 1992 SC 118:** The question is whether the directions are valid in law to our mind, it is clear that where the appointment is contractual and by efflux of time, the appointment comes to an end, the respondent could have no right to continue in the post. Once this conclusion is arrived at, what requires to be examined is, in view of the services of the respondent being continued from time to time on *ad hoc* basis for more than a year whether she is entitled to regularization? The answer should be in the negative.

In the instant case, there is no such rule. The appointment was purely *ad hoc* and on the contractual basis for a limited period. Therefore, by expiry of the period of six months, the right to remain in the post comes to an end.

(ii) **CDJ 2016 BHC 107 :** “Court Held - Perusal of appointment orders clearly show that appointment of complainant is contractual in nature for specific period and is to come an end at period as specified in the said order - It is not even evidence of complainant that he is in continuous employment either for period of not less than a year or for more than 3 months - Thus, Single Judge has erred in setting aside concurrent orders passed by the Labour Court as well as the Industrial Court denying reinstatement and continuity of service with back wages - Hence, judgment and order passed by the Single Judge is quashed and set aside and order of the Industrial Court is maintained - Appeal allowed.

It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to for regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 20 days was introduced so as to fasten a statutory liabilities upon the employer to pay compensation to be computed in the manner specified in section 25-F of the Industrial Disputes Act, 1947 before he is retrenched from services and not for any other purpose. In the event a violation of the said provision takes place, termination of services of the employee may be found to be illegal, but, only on that account, his services cannot be directed to be regularized. Direction to reinstate the workman would mean that he gets back the same status.

12. Thus, this Court finds that the Hon'ble Apex Courts have held that it is not the law that on completion of 240 days of continuous service in a year an employee is entitled for regularization of his service or to claim a permanent status. It is further, held that the concept of 240 days in a year was introduced in the industrial law so as to fasten a statutory liability upon employer to pay compensation to be computed in the manner specified in section 25-F of the Industrial Disputes Act 1947, when a workman is sought to be retrenched by an employer. Similarly, it is held that the protection and benefits provided under section 25-F of Industrial Disputes Act will not apply in case of section (oo) (bb) of Industrial Disputes Act, where a workmen is terminated as a result of non-renewal of contract of employment on its expiry or being terminated under a stipulation in that behalf contained therein.

13. Therefore, even for claiming the benefits provided under section 25-F of Industrial Disputes Act, the employment should not be one under contractual basis. Likewise even for claiming regularization on the basis of completion of 240 days of continuous service in a year, the employment should not be one under contractual basis and in case the employment is on contractual basis then section 2 (oo) (bb) of Industrial Disputes Act gets attracted whereby neither regularization or benefits of retrenchment as stipulated under section 25F of Industrial Disputes Act cannot be claimed.

14. Similarly, the Hon'ble Apex Courts have held that when the initial appointment was of a contractual nature and not against a sanctioned post and not in compliance with the rules or regulations then such appointment would not give the concerned employee any right to have his service regularized. Further, it is held that if it is a contractual appointment, then the appointment comes to an end at the end of the contract and a temporary employee cannot claim to make him permanent on the expiry of his term of appointment. Similarly, it is held that because a temporary employee is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if, the original appointment was not made by following a due process of selection as envisaged by the relevant rules.

15. Therefore, this Court in the light of above citations finds that as in this case the employment was provided as per Ex.P1 which states that the petitioner is engaged to work in the respondent institution on a purely contract basis then in such case even when the petitioner continued to work in the respondent Institution for a period of 240 days in a year the same cannot confer any right of regularisation upon the petitioner since the employment of the petitioner was on contractual basis. Hence, when such being so, the petitioner cannot seek to treat him as a permanent

employee in the absence of regularisation and thereby cannot seek to provide him all rights of permanent employee more particularly to conduct domestic enquiry before termination of service. As per Ex.P1 it is stated that the petitioner being appointed on contract basis, the respondent has reserved the right to terminate without any notice and it is the contention of the respondent that the same has been exercised by the respondent.

16. Hence, this Court in view of above discussions holds that the claim of the petitioner that the petitioner ought to have given the rights of permanent employee and further, ought to have afforded opportunity to prove his innocence or disprove the charges leveled against him by conducting domestic enquiry is found to be untenable in view of terms of employment stipulated in Ex.P1. Thus, this Court holds that there is no any illegality in the termination order passed by the respondent. Therefore, in the said facts and discussions held *supra*, this Court holds that the Industrial dispute raised by the petitioner as against the respondent management, over his non-employment is not justifiable one. Thus, the points are answered accordingly.

In the result this petition is dismissed. 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 October, 2023.

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

List of petitioner's witness:

PW.1 — 29-03-2022 Thiru Boominathan
(Petitioner herein).

List of petitioner's exhibits:

Ex.P1 — 09-06-2010 Photocopy of the Petitioner's Appointment Order.
Ex.P2 — 23-06-2016 Photocopy of the Petitioner's Termination Order.
Ex.P3 — 28-12-2016 Photocopy of the dispute raised by the Petitioner before the Labour Officer (Conciliation), Puducherry.
Ex.P4 — 18-02-2017 Photocopy of the reply given by the Respondent to the Labour Officer (Conciliation), Puducherry.
Ex.P5 — 27-04-2016 Photocopy of the letter given by the Union to the Respondent for Demand and Strike Notice.

Ex.P6 — 24-05-2016 Photocopy of the letter given by the Union to the Respondent for Demand and Strike Notice.
Ex.P7 — 15-06-2016 Photocopy of the letter given by the Union to the Labour Officer (Conciliation), Puducherry, for Demand and Strike Notice.
Ex.P8 — 21-06-2016 Photocopy of the letter given by the Union to the Respondent for Strike.
Ex.P9 — 23-06-2016 Photocopy of the letter given by the Union to the Superintendent of Police.
Ex.P10 — 24-06-2016 Photocopy of the letter given by the Union to the Labour Officer (Conciliation), Puducherry.
Ex.P11 — 29-06-2016 Photocopy of the letter given by the Union to the Labour Department, Puducherry.
Ex.P12 — 20-12-2021 Photocopy of the Judgment and Decree in O.S. No. 201/2016.

List of respondent's witness:

RW1 — 30-09-2022 Balamukundan (Senior Personal Manager of the Respondent Management).

List of respondent's exhibits:

Ex.R1 — 08-12-2009 and 17-04-2012 Photocopy of the Interim Order in MP. No. 1 and 2 of 2009 in WP. No. 25414/2009 and Order in WP. No. 25414/2009.
Ex.R2 — 09-06-2010 Photocopy of the Temporary engagement to work issued by the Management to Petitioner.
Ex.R3 — 07-03-2016 Photocopy of the Charter of Demands submitted by the Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Niranthara Thozhilalar Vazhvirimai Sangam.
Ex.R4 — 21-06-2016 Photocopy of the Letter issued by the Management to Station House Officer, Kirumambakkam Police Station, Puducherry, seeking protection.

<p>Ex.R5 — 22-06-2016 Photocopy of the Notice issued by the Management to workers clearly highlighting about disturbance caused to essential service and intimated that appropriate disciplinary proceedings would be initiated.</p> <p>Ex.R6 — 23-06-2016 Photocopy of the Complaint issued by the Management to the Senior Police Officials and to Kirumambakkam Police Station requesting them to provide adequate police protection in and around hospital.</p> <p>Ex.R7 — 28-06-2016 Photocopy of the Circular issued by the Management to its contract labour.</p> <p>Ex.R8 — 15-06-2016 Photocopy of the Strike Notice issued by the Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Niranthara</p>	<p>Thozhilalar Vazhvurimai Sangam and the notice issued by the conciliation office on 20-06-2016.</p> <p>Ex.R9 — 15-07-2016 Photocopy of the Strike Notice issued by the Mahatma Gandhi Maruthuva Kallori Matrum Aaraichi Niruvana Niranthara Thozhilalar Vazhvurimai Sangam.</p> <p>Ex.R10 — 30-06-2016 Photocopy of the Interim injunction order passed in OS. No. 201/2016 on the file of Principal Sub-Judge, Puducherry.</p> <p>Ex.R11 — 27-09-2016 Photocopy of the Intimation of no change of address by the Petitioner to Management.</p>
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G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY

OFFICE OF THE DEPUTY DIRECTOR (SECONDARY EDUCATION), KARAIKAL

No. 2102/DDSE/KKL/E3(Exam.)/2024/60.

Karaiikal, the 21st February 2024.

NOTIFICATION

It is hereby notified that the following candidates have lost their original S.S.L.C. and H.S.C. Mark Certificates beyond the scope of recovery, necessary steps have been taken to issue duplicate certificate(s). If, any one finds the original Mark Certificate(s), it/they may be sent to the Secretary, State Board of School Examinations (Sec.), College Road, Chennai – 600 006 for cancellation, as it is/they are no longer valid.

Sl. No.	Name of the applicant	Register No., session and year	Sl. No. of the mark certificate	School in which studied last
(1)	(2)	(3)	(4)	(5)
Thiruvallargal :				
1	Kumaresan. M	500067, March 2006 483453, March 2008	3578999 3689767	Thanthai Periyar Government Higher Secondary School, Kovilpathu, Karaikal. V.O.C. Government Higher Secondary School, Kottucherry, Karaikal.
2	Mohamed Muzzamil. H	1745715, April 2012	0752106	St. Mary's Higher Secondary School, Karaikal.

M. RADJESVARY,
Deputy Director (Secondary Education).