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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 62/AIL/Lab./S/2026,
Puducherry, dated 6th July 2026)

NOTIFICATION

Whereas, an Award in I.D. (L) No. 18/2014, dated 23-03-2026 of the Labour Court, Puducherry, in respect of an industrial dispute between the Management of M/s. Sunbeam Generators Private Limited, Puducherry and Thiru R. Yoga, 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 23-05-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. SANDIRAKUMARAN,
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 23rd day of March 2026.

I.D. (L) No. 18/2014
CNR. No. PYPY06-000033-2014

Yoga,
S/o. Rangarajan,
Mariamman Koil Street,
Pallithennal,
Sadiyandikuppam,
Villupuram District,
Tamil Nadu.

. . Petitioner

Vs.

The Managing Director,
M/s. Sun Beam Generator Private Limited,
Puducherry.

. . Respondent

This industrial dispute coming on this day before me for hearing in the presence of Thiruvalargal R.T. Shankar, A. Ashok kumar and P. Suresh, Counsel for the petitioner and Mrs. R. Thilagavathi, 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:

AWARD

This industrial dispute has been referred by the Government as per the G.O. Rt. No. 51/AIL/Lab./J/2014, dated 18-03-2014 for adjudicating the following:-

(i) Whether the dispute raised by the petitioner Thiru R. Yoga against the management of M/s. Sunbeam Generators Pvt. Limited, Puducherry, over non-employment is justified ? If justified, what relief, he is entitled to ?

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

2. The brief averments set forth in the Claim Statement filed by the petitioner is as follows:

The petitioner joined with the respondent establishment on and from 03-04-2010 and he was working very sincerely with full dedication after one year the respondent management extended his probation period without any valid reason. However, the petitioner performed his duties without any blemish but, the respondent deliberately lengthens his permanent status. As the respondent management paid low wages and statutory benefits were not extended to the employees, most of the workers were placed as temporary workers for a long period without making permanent and the workers were made to work beyond working hours and also during holidays, the employees formed one Trade Union in order to have collective bargaining and to get their statutory benefits, under such circumstances the respondent management has adopted unfair labour practices against the Office Bearers as well as members of the Trade Union to deprive the workmen of their legitimate right created under the Labour Laws. That the respondent management insisted and threatened the petitioner to quit from the union and to give apology letter to the management but, the petitioner did not accept the same therefore, on 06-03-2012, the management called the petitioner and stated orally that hereafter he has no work in the factory and further the management has sent a letter, dated 09-03-2012 stating that the petitioner accounts are settled and amount payable was credited in his Bank account.

(ii) That the petitioner sent a request letter on 10-03-2012 to the management to provide the employment but, the respondent management refused the same and that previously the petitioner was working in Shaney Pary Rhones Company and has got very good experience and with that experience he joined in this company and served more than 2 years without any blemish but, in order to escape

from the clutches of law and to wipe out the trade union from respondent concern the respondent management adopted all sort of unfair labour practice like transfer, suspend, termination, *etc.*, and that the petitioner union has raised a dispute for job protection as against the respondent management and when the same was pending before the Labour Officer (Conciliation), Puducherry under such circumstances the respondent management has no right or *prima facie* to terminate the employees of the petitioner union including the petitioner and therefore, such act of the respondent management is a contravention of the provisions of section 33 of the Industrial Disputes Act and therefore as per the provisions under section 33 of the Industrial Disputes Act during the pendency of the proceedings the respondent management has to obtained previous permission from the concern authority but, the respondent management has adamantly violated the same in dismissing the petitioner which is already disputed one. That the petitioner served continuously for the period of 705 days but, without any justice or reasons, the respondent management *suo motto* and blindly terminated the petitioner from service which is absolutely against the Labour Laws as well as natural justice and therefore, the said alleged impugned order of the respondent management is liable to be set aside and to direct the respondent to provide employment to the petitioner with full back wages, continuity of service and all other attendance benefits.

3. The brief averments set forth in the reply statement filed by the respondent are as follows :

The respondent denied all the averments made by the petitioner in the claim petition. That the petitioner was appointed as Probationer by an order, dated 03-09-2010 for a period of one year with effect from 01-04-2010 and subsequently the petitioner happened to be a non-performer and therefore the same was extended for further period of one year and the petitioner was given due opportunities to improve himself. However he could not reach the Benchmark and therefore as per the terms of appointment his services were terminated by an order, dated 06-03-2012 and whatever amount payable to him was credited in his Bank account. That the petitioner was terminated for the non-performance and as a probationer the petitioner can neither challenge his termination nor claim employment as a matter of right and the termination made by the management is a valid termination and therefore the petitioner is not entitled for any reemployment, back wages or any other benefits and prayed for dismissal of claim petition.

4. The brief averments set forth in the Additional claim statement filed by the petitioner

That the petitioner joined the respondent management on 01-04-2008 as a Trainee and discharged his duties sincerely and with utmost dedication and upon completion of one year of service, instead of confirming his employment, the respondent management arbitrarily extended his training and probation periods without assigning any valid reason, in clear violation of the Labour Laws. That as per the Industrial Employment (Standing Orders) Act, the probation period shall not exceed three months. Despite this illegality, the petitioner continued to perform his duties diligently and without any blemish. However, the respondent management deliberately and unlawfully delayed his confirmation as a permanent employee, which is both illegal and unjustified. That the petitioner worked continuously for more than four years on lesser wages, despite being engaged in full-time employment and he was employed for eight hours a day on all working days, performing perennial nature of work directly in the production department as an Operator alongside other permanent workers. The respondent management extended ESI and EPF benefits to the petitioner, akin to permanent employees. That the petitioner was specifically deployed in the Testing Section of the production department and functioned under the continuous control, supervision and direction of the respondent management. He possessed the requisite qualifications and experience and rendered uninterrupted service exceeding 240 days in each calendar year, thereby qualifying as a permanent workman under the applicable Labour Laws. Nevertheless, the respondent management failed to absorb or regularize him in permanent service for reasons best known to them. However, in view of the statutory mandate, the petitioner is deemed to be a permanent workman under the Labour Laws. That the respondent management paid meager wages and denied several statutory benefits mandated under Labour Laws. A large number of employees were kept under temporary status for indefinite periods, despite their consistent and extended work hours. Faced with such exploitation, the workers formed a trade union to assert their rights, engage in collective bargaining, and seek enforcement of statutory entitlements. That in retaliation, the respondent management engaged in unfair labour practices, including targeting Union Office Bearers and members with arbitrary transfers, suspensions, and illegal terminations. The petitioner, being an active union member, was subjected to undue pressure and coercion to resign from the union and submit a letter of apology.

(ii) That upon the petitioner's refusal to comply with such unlawful demands, the respondent management orally informed him on 06-03-2012 that his services were no longer required. Subsequently, by a letter, dated 09-03-2012, the respondent management falsely claimed that the petitioner's accounts had been settled and that the settlement amount had been credited to his Bank account, thereby effecting a unilateral and illegal termination without issuing any show-cause notice, charge-sheet, or conducting any domestic enquiry. That the said termination, effected without notice or due process, is in gross violation of section 25-F of the Industrial Disputes Act, 1947 and the principles of natural justice. The statutory safeguards were deliberately disregarded, reflecting the respondent's intent to eliminate union members and suppress collective bargaining. That the petitioner promptly issued a letter, dated 10-03-2012 seeking reinstatement. However, the respondent management refused to consider the request. That prior to joining the respondent establishment, the petitioner had acquired relevant experience by working at Shaney Pary Rhones Company, which he utilized in serving the respondent company diligently for more than four years without any adverse remarks. That an industrial dispute relating to job protection had been raised by the union and is currently pending before the Labour Officer (Conciliation), Puducherry. During the pendency of this conciliation proceeding, the respondent management had no authority in law to alter the service conditions or terminate the services of any union member, including the petitioner, without obtaining express permission from the Conciliation Officer. That the actions of the respondent management constitute a clear case of unfair labour practice as defined under the Fifth Schedule of the Industrial Disputes Act, 1947. Despite the petitioner rendering continuous and satisfactory service for several years, performing perennial nature of work under the supervision and control of the management, he was deliberately kept on temporary status and denied regularization. Therefore, the respondent management is *prima facie* guilty of having adopted such illegal practices. Consequently, the respondent management is absolutely liable to be prosecuted in accordance with the provisions of the Industrial Disputes Act, 1947. That the petitioner was treated akin to a bonded labourer, with his youth and skills exploited by the respondent management without extending the protection and benefits guaranteed under the Labour laws. The refusal to confirm the petitioner as a permanent employee is not only illegal but, also

reveals the *mala fide* intent of the respondent to evade legal obligations. That the petitioner has not been gainfully employed since his illegal termination and his family has been subjected to immense financial hardship. Despite repeated representations, the respondent management refused to reinstate the petitioner or provide any monetary relief during the entire period of litigation. That the petitioner rendered continuous service for over 1400 days and fulfilled all criteria to be treated as a permanent employee. Yet, the respondent management arbitrarily and unlawfully terminated his services without justification, violating statutory provisions and principles of natural justice.

5. The brief averments set forth in the Additional Counter statement filed by the respondent

That the Government of Puducherry has referred this dispute regarding non-employment of one Mr. Yoga against the respondent management *vide* G.O. Rt. No. 51/AIL/Lab./J/2014, dated 18-03-2014 and the said reference was taken up by this Labour Court and after full-fledge enquiry, this Court passed the final Award by dismissing the industrial dispute by order, dated 30-05-2017. That the petitioner has preferred Writ Petition *vide* W.P. No. 24186 of 2017 to challenge the final award passed by this Court and Hon'ble High Court remanded back to this Labour Court "only to the limited extent as to whether termination of the petitioner amounts to unfair labour practice and consequences of permitting the petitioner as probationer beyond three months, with a direction to permit the parties to file fresh additional pleadings and permit them to produce fresh evidence, only in respect of the issues for which case is remanded and dispose the same as quickly as possible not later than 16 weeks from the date of receipt of copy of this Order. That it is made clear that the earlier findings of the Labour Court in the impugned Award stands good and are unaltered". Therefore, this Court may be pleased to consider the points as directed by the Court and the contentions of the petitioner in his additional claim statement are vexatious and not maintainable under Law. That the respondent management M/s. Sunbeam Generators Private Limited company is a manufacturer of Generators, the process of making generators is highly technical and complicated process, since the process is highly technical and complicated the workman are given in depth training on various machine so that each workman is able to operate all machineries and their skills will be developed. Therefore, the workers are initially engaged as probationer and after completion of probationer

period the services will be confirmed. That the petitioner was engaged as a probationer on 03-09-2010 with the following terms that "You are hereby placed in probation for a minimum period of One year with effect from 01-04-2010. Unless given in writing you will be in probation period even after completion of one year" and "your services are liable to be terminated during your services without assigning the reasons with one month notice on either side". That the petitioner's performance was not satisfied, therefore the probation period was extended for another one year by an order, dated 29-04-2011 with the clear terms and condition that "your probation period has been extended, since your performance is not up to the mark, unless otherwise given in writing your probation period will assumed extended" and "Your services are liable to be terminated during your services without assigning the reasons with one month notice on either side". That the respondent shown maximum leniency to the petitioner to develop his performance, but, the petitioner took undue advantage of the leniency shown by the respondent and never develop his performance and he could not reach the Benchmark and therefore, as per the terms of appointment order his services were terminated by an order, dated 06-03-2012 together with the salary of one month which was received and acknowledge by the petitioner. That all the terms and conditions of appointment was explained to the petitioner and after understanding the same, he acknowledged the terms and conditions of service mentioned in his appointment order, dated 03-04-2010 and extension order, dated 29-04-2011. Therefore, extension of a probationer for improvement with his consent cannot be later on questioned by him.

(ii) That the petitioner was working only as a probationer and unless his services were confirmed he continued to be a probationer and he cannot claim the status of a permanent workmen. That his services were terminated for the non-performance and as a probationer the petitioner can neither challenge his termination nor claim employment as a matter of right. That as far as the respondent is concerned it does not have any ulterior motive or vested interest as contended by the petitioner in terminating the services of the petitioner and it is the prerogative right of the Respondent to foreclose the period of probation / terminate the service on the principle that once a probationer is always a probationer and he cannot claim employment as a matter of rights. That the respondent denied that the probation period does not exceed 3 months. That the respondent management

extended ESI and EPF benefits are mandatory given for the Probationer. That the petitioner's accusation of victimization because of his Trade Union activities is absolutely unfounded and is generalized allegation without any substance. That the petitioner has not proved that he is the member of the Union. Assuming without admitting that he is an active Trade Union member that by itself does not suggest that the Respondent victimized him, the petitioner is not the lone Trade Union activities in the factory, therefore, the contention of the petitioner that unfair labour practice does not arise and there is no justification in the claim of the petitioner either under the law or in fact and this Labour Court may be pleased to dismiss the claim as devoid of merits.

6. On perusal of case records it is found that this case has been remanded back to this Court as per the order of the Hon'ble Madras High Court in W.P. No. 24186/2017, dated 05-07-2024 with direction to determine on limited points as stated in the Writ Petition order.

7. Hence, based on the direction of Hon'ble Madras High Court in W.P. No. 24186/2017, dated 05-07-2024, the following points have been framed for determination:

- (1) Whether the termination of the petitioner amounts to unfair labour practice?
- (2) What are the consequences of permitting the petitioner as probationer beyond three months?
- (3) Whether the dispute raised by the petitioner, over his non-employment is justified?
- (4) Whether the petitioner is entitled for the reliefs as claimed in the claim petition and additional claim petition?

8. During the course of enquiry, on the side of the petitioner PW.1 was examined and Exs.P1 to P11 were marked and through additional proof affidavit of PW.1, Ex.P12 and Ex.P13 were marked and on the side of the Respondent, RW.1 was examined and Exs.R1 to R5 were marked and RW.2 was examined and Ex.R6 and Ex.R7 were marked. Both sides filed written arguments.

9. On Point No.s 1 to 4:

This Court on perusal of case records finds that the petitioner herein had initially filed claim statement stating that the petitioner after joining the respondent company on 03-04-2010 was working in the respondent company with utmost sincerity but, the respondent deliberately without conferring permanent status was extending the probationary period and in the mean time as the respondent management made most of the workers to work as

temporary workers and to work more than working hours and further had engaged in unfair labour practices, the employees of the respondent company had formed a Trade Union and in which the petitioner was also a member and therefore, the respondent management had insisted the petitioner to quit from the Trade Union and when the petitioner did not heed for the same the respondent on 06-03-2012 informed the petitioner that his service was no longer required in the respondent company and thereafter the petitioner had submitted his representation to respondent management to provide work which did not fetch any therefore the petitioner had raised industrial dispute in I.D(L).No. 18 of 2014 to direct the respondent management to provide employment to the petitioner with full back wages continuity of service with all attendant benefits.

10. Whereas, it was the contention of the respondent that the petitioner was working only as a probationer and his service was terminated on 06-03-2012 since, his performance was not up to the mark and he could not reach the Benchmark and thereafter what ever amount payable to the petitioner was credited in his Bank account. The records further reveals that this Court after affording both parties to let in their oral and documentary evidences had dismissed the industrial dispute in I.D(L).No. 18 of 2014 raised by the petitioner by an Award, dated 30-05-2017 by holding that the respondent has established the fact that the petitioner was working only as a probationer and he has been terminated for the unsatisfactory performance and hence, the petitioner is not entitled for any order of reinstatement as claimed by him.

11. The petitioner thereafter is found to have filed Writ Petition in W.P.No. 24186 of 2017 before the Hon'ble High Court as against the dismissal of I.D(L).No. 18 of 2014 and subsequently, the said Writ Petition was disposed on 05-07-2024 with following directions:

Considering the submissions of both sides, the impugned award in ID(L) No. 18 of 2014, dated 30-05-2017 on the file of Labour Court, Puducherry, is hereby set aside, and the matter is remanded back to the Labour Court, Puducherry only to the limited extent as to whether termination of the petitioner amounts to unfair labour practice and consequences of permitting the petitioner as probationer beyond three months, with a direction to permit the parties to file fresh additional pleadings and permit them to produce fresh evidence, only in respect of the issues for which case is remanded and dispose the same as quickly as possible

12. Hence, as this case was remanded back to this Court as per the order of the Hon'ble Madras High Court in W.P. No. 24186/2017, this Court after receipt

of abovesaid Writ Petition order copy has taken up the present case in I.D.(L). No. 18 of 2014 for fresh disposal to determine on the points as raised in the abovesaid Writ Petition order and the parties as per the order in the Writ Petition were permitted to file additional claim statement and additional counter statement and thereafter the petitioner had adduced additional evidence by further examining himself and on the side of respondent RW.2 was examined additionally.

13. It is in the said backdrops this case has been taken afresh for consideration. The petitioner in the additional claim statement has specifically pleaded that he joined in the respondent management on 01-04-2008 as trainee and upon completion of one year of service the respondent instead of confirming his employment was arbitrarily extending his training and probation periods for four years and in the mean time as the respondent management was exploiting its workers and further had engaged in unfair labour practices, the employees of the respondent company had formed a Trade Union and in which the petitioner was also a member but, the respondent management had insisted the petitioner to quit from the Trade Union and when the petitioner did not heed for the same the respondent on 06-03-2012 informed the petitioner that his service was no longer required in the respondent company and hence, illegally terminated the petitioner without issuing any show cause notice, charge-sheet and conducting any domestic enquiry.

14. *Per contra*, the respondent in the additional counter statement has stated that the petitioner was engaged as a probationer on 3.09.2010 with terms and condition. Thus, the respondent in the additional counter statement has specifically stated that the petitioner was appointed in the respondent company on 03-09-2010. Hence, it becomes necessary to ascertain what was the actual date of appointment of the petitioner in the respondent company that is 03-09-2010 as contended by the respondent or 01-04-2008 as contended by the petitioner. The P.W.1 during his chief and cross-examination has deposed that he had joined in the respondent company on 01-04-2008. The R.W.2 during his cross-examination has deposed as follows:

இந்த வழக்கின் மனுதாரர் யோகா எதிர்மனுதாரர் நிறுவனத்தில் 01-04-2008 அன்று வேலைக்கு சேர்ந்தார் என்றால் சரிதான்.

Ex.R4-ல், 06-03-2012-லில் probation period terminate செய்யப்படுவதாக குறிப்பிடப்பட்டுள்ளது என்று சொன்னால் சரிதான். Ex.R4-ன்படி பார்தால், மனுதாரர் எங்கள் நிறுவனத்தில் சுமார் 4 ஆண்டுகாலம் வேலை பார்த்துள்ளார் என்று சொன்னால் சரிதான்.

15. Thus, R.W.2 during his cross-examination has admitted the fact that the petitioner had joined in the respondent company on 01-04-2008 and working for four years. Likewise on perusal of letters, dated 22-06-2009 and 03-04-2010 issued by the respondent company to the petitioner which are marked as Exs.R1 and R2 respectively, it is stated as follows:

“Apart from the terms and conditions already given to you *vide* your appointment letter Ref.No. SBG/PER/2008-09, dated 01-04-2008, the following conditions have been included/amended.”

16. Thus, it could be inferred from Exs.R1 and R2 that the respondent had already issued an appointment letter, dated 01-04-2008 to the petitioner but, the said letter has not been produced by either side in this case. However, from the evidence of R.W.2 and from Exs.R1 and R2 it is clear that the petitioner was appointed in the respondent company on 01-04-2008 and had been working in the respondent company till the issuance of Ex.R4 probation termination letter, dated 06-03-2012. Thus, this Court holds that the fact that the petitioner was appointed in the respondent company on 01-04-2008 and had been working till 06-03-2012 stands proved.

17. When the petitioner is found to have been appointed on 01-04-2008 and working for nearly four years then in such context whether the respondent can terminate the service of the petitioner without issuance of show cause notice, charge-sheet and without conducting domestic enquiry is the next point that arises for determination.

18. It is the contention of the respondent that the petitioner was only a probationer and as per the terms of appointment the petitioner could be terminated during his service without assigning the reasons with one month notice on either side and therefore as the petitioner could not reach the Benchmark the respondent as per the terms of appointment has terminated the service of the petitioner by an order, dated 06-03-2012 together with one month salary which was received and acknowledged by the petitioner. Thus, the prime contention of the respondent is that the petitioner till the date of termination of service was only a probationer and therefore there was no any requirement for holding any enquiry or affording the petitioner an opportunity to show the charge of non performance levelled against him was not true or without any basis.

19. Whereas, the contention of the petitioner is that after the petitioner was appointed in the respondent company on 01-04-2008 he was working as operator in the production department and thereby the nature of

work of the petitioner was of perennial in nature and that apart as per the Industrial Employment (Standing Orders) Act, 1946 the probation period shall not exceed three months and therefore, the act of respondent in not conferring permanent status prior to 06-03-2012 that is till 05-03-2012 and contending that the petitioner was only a probationer is nothing but an unlawful practice exercised by the respondent and same is illegal and unjustified.

20. As held in *supra*, it is found that as per Exs.R1 and R2 the respondent has already issued an appointment letter, dated 01-04-2008 to the petitioner. Admittedly either of the parties have not produced the said letter before this Court to ascertain the nature of work for which the petitioner was appointed and the period of probation. In Ex.R1 it is stated that the training period of the petitioner was successfully completed and the petitioner is placed in the second year training with effect from 01-04-2009 and similarly in Ex.R2 it is stated that the petitioner has successfully completed second year training period and the petitioner is placed in probation for a minimum period of one year with effect from 01-04-2010 and likewise in Ex.R3 letter, dated 29-04-2011 it is stated that the probation period of the petitioner has been extended and in Ex.R4 letter, dated 06-03-2012 it is stated that the probation of the petitioner is terminated. Thus, from the said discussions and from Exs.R1 to R4 it could be inferred that the respondent had kept the petitioner in the designation of probationer from 01-04-2008 to 06-03-2012.

21. The reason stated by the respondent for having kept the petitioner in the designation of probationer is that the performance of the petitioner was not up to the mark. When in Exs.R1 and R2 the respondent has stated that the petitioner had successfully completed the training period of one year after another year but, at the same time the respondent has not assigned any reason as to why the petitioner was again continued as probationer. Though in Ex.R2 it is stated that the training period of the petitioner can be extended if adequate soft and hard skills as required is not met by the petitioner but, in Exs.R1 and R2 there is no any details with respect to the aspects on which the petitioner was lagging behind but, on the the contrary it is specifically affirmed by the respondent that the petitioner has successfully completed the first and second year of training.

22. The RW.2 during his cross-examination has deposed that the respondent company has framed Ex.R6 HR. policy but, on perusal of Ex.R6 HR. policy produced

by the respondent it is found that in HR. policy except the method of providing training to the trainees and methods of performance appraisal and procedure for terminating the employment of probationers, there is no any details regarding the period of duration fixed for probation in the respondent company. Further, in Ex.R4 except a vague statement that having taken all the consideration the respondent is terminating the service of the petitioner and thereby the probation period was not extended due to non-performance of the petitioner, there is no any details in consonance to the methods mentioned in HR. policy, as to what was the standard that has been set up to compare the actual performance of the petitioner and whether the said standard was communicated to the petitioner and whether the feedback on performance was communicated to petitioner and whether there was one to one discussion done to improve the performance of petitioner and the aspects in which the petitioner was lagging behind inspite of the same.

23. That apart the R.W.2 during his cross-examination has deposed that the documents pertaining to performance appraisal has not been produced before this Court. Had it been true that the performance of the petitioner was evaluated and it was found that the petitioner was not up to the Benchmark then the respondent ought to have produced performance appraisal report to substantiate the performance of the petitioner evaluated for the period from 01-04-2008 to 05-03-2012 when more particularly it is the case the respondent that the petitioner was terminated due to his non-performance but, in this case except the *ipse dixit* evidence of RW.2 there is no any documents produced by the respondent when the dispute raised by the petitioner is pending from the year of 2014 to till date.

24. Further, the RW.2 during his cross-examination has deposed that the respondent company has no specific standing orders of its own and therefore the model standing orders would come into play. As per model standing orders contained in Schedule I of Industrial Employment (Standing Orders) Central Rules, 1946 the probation period can only be for three months and hence, in the said circumstances the averments contained in Exs.R1 and R2 that the petitioner has successfully completed the first and second year of training but, still the probation period is extended is nothing but, the guileful act of the respondent to keep the petitioner under temporary status for indefinite period so as to deprive the petitioner from enjoying the permanent status and statutory benefits.

25. *This Court at this juncture relies upon the following citation:*

1. <https://indiankanoon.org/doc/1541779/>

M.K. Agarwal vs Gurgaon Gramin Bank And Ors. on 20 November, 1987, the Hon'ble Supreme Court has held that:

Branch managers were appointed on probation of one year. The period of probation was a extended by six more months. The regulations were silent on the point as to whether at the end of the period, the probationers should be treated as confirmed or discharged. The Supreme Court held that continuance of the incumbent on the post should be treated as confirmation by implication.

26. Thus, this Court in the light of above judgment finds that in employment law, probation and confirmation are governed by the specific language of service rules. A probationer is not automatically confirmed upon expiry of the maximum probation period if, the rules require a positive act of confirmation by the employer, such as an order of confirmation and passing of departmental examinations. In this case, the respondent has not produced any document to show that the rules prescribing the period of duration of probation and the specific act on the part of the respondent requiring confirmation. On the other hand as per the evidence of RW.2 the respondent company has no standing orders and in such case model standing orders follows which prescribe the probation period to be of three months. Therefore in the such context the petitioner having worked from 01-04-2008 to 06-03-2012 which is more than the maximum period of probation cannot be said to be in the status of probationer but, on the other hand the petitioner having worked beyond the maximum period of three moths of probationary period shall be deemed to have been confirmed upon expiry of maximum period of probation by implication.

27. When such being so, the petitioner being deemed to be a permanent employee cannot be terminated by the respondent without issuing show cause notice and without conducting departmental enquiry. Hence, the act of respondent in not absorbing the petitioner as permanent employee and not following the principles of natural justice before terminating the service of the petitioner undoubtedly amounts to exercise of unfair labour practice by the respondent.

28. The other contention of the petitioner that he has been terminated when the industrial dispute relating to job protection raised by union was pending before

Conciliation Officer is concerned, this Court finds that to substantiate the same no documents has been produced by the petitioner. Furthermore, the records reveals that the petitioner has raised a dispute pertaining to his issue before the Conciliation Officer only after his termination from service and therefore, the contention of the petitioner that there is clear violation of section 33 of Industrial Disputes Act, 1947 is untenable one. Thus, the points are answered accordingly. This Court from the above discussions further holds that the industrial dispute raised by the petitioner is justified.

29. Regarding the claim of back wages is concerned, the respondent has failed to prove that the petitioner was gainfully employed elsewhere. However, this Court finds that all along the petitioner was able to sustain his life and the same cannot be done without any earnings. Hence, this Court on considering the same finds that the petitioners could be given 50% of back wages.

In the result, this petition is allowed and the respondent is directed to reinstate the Petitioner into service within two months from the date of this award and further directed to pay 50% of back wages from the date of termination till the date of reinstatement with continuity of service and other attendant benefits. There is no order as to costs.

Partly typed by the Stenographer, partly typed by me in my laptop, corrected and pronounced by me in open Court on this the 23rd day of March 2026.

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

List of petitioner's witnesses :

- PW.1 — 17-02-2015 Thiru R. Yoga
PW.2 — 06-11-2015 Thiru Ramachandiran

List of petitioner's exhibits :

- Ex.P1 — 06-03-2012 Copy of the termination letter issued by the respondent management to the petitioner.
Ex.P2 — 10-03-2012 Copy of the job request sent by the petitioner to the respondent management and its acknowledgment card.

- Ex.P3 — 04-09-2012 Copy of the dispute raised by the petitioner before the Labour Officer (Conciliation), Puducherry.
Ex.P4 — 24-09-2012 Call letter sent by the Conciliation Officer, Puducherry to the petitioner.
Ex.P5 — 23-11-2012 Copy of the reply letter submitted by the petitioner to the Labour Officer, Puducherry.
Ex.P6 — 26-11-2013 Failure report submitted by the Labour Officer (Conciliation), Puducherry.
Ex.P7 — 18-03-2014 Notification issued by the Government of Puducherry.
Ex.P8 — 26-01-2012 Copy of the minutes of the meeting.
Ex.P9 — 01-02-2012 Copy of the Trade Union Registration Application submitted before the register of Trade Union, Puducherry.
Ex.P10 — 27-02-2012 Copy of the intimation letter submitted by the petitioner union to the respondent management.
Ex.P11 — Various dates Copy of the transfer order, suspended order, dismissal order issued by the respondent management.
Ex.P12 — 01-02-2012 Photocopy of the Registration of Trade Union.
Ex.P13 — 27-02-2012 Photocopy of the Letter send by the Petitioner Union to the Respondent.

List of Respondent's witnesses:

- RW.1 — 15-02-2016 Thiru R. Sakthi
RW.2 — 26-11-2025 Thiru S.M.Syed Anvar

List of Respondent's Exhibits:

- Ex.R1 — 22-06-2009 Copy of the training period extension-cum-revision of salary order given by the respondent management.

- Ex.R2 — 03-04-2010 Copy of the probationer order-cum-revision of wages.
- Ex.R3 — 29-04-2011 Copy of the probationer order-cum-revision of wages.
- Ex.R4 — 06-03-2012 Copy of the probation termination order.
- Ex.R5 — 06-03-2012 Copy of the final settlement details.
- Ex.R6 — 01-04-2008 Photocopy of the HR. Policy Manual.
- Ex.R7 — 25-09-2012 Photocopy of the reply letter submitted to the Labour Officer (Conciliation) by the Respondent Management.

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

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 63/AIL/Lab./S/2026,
Puducherry, dated 07th July 2026)

NOTIFICATION

Whereas, an Award in I.D (L) No. 14/2025, dated 11-03-2026 of the Labour Court, Puducherry, in respect of industrial dispute between the M/s. Trident Gentech Private Limited, Puducherry and Naam Thamizhar Thozhilalar Nalasangam, over non-employment of Thiru R. Sakthivel along with 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 23-5-1991, it is hereby directed by the Secretary to Government (Labour), that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. SANDIRAKUMARAN,
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 11th day of March 2026.

I.D (L). No. 14/2025
CNR. No. PYPY06-000043-2025

The Secretary,
Naam Thamizhar Thozhilalar Nala Sangam,
No. 02, Thropathi Amman Koil Street,
Dharmapuri,
Puducherry-605 009. . . Petitioner

Versus

The Manager (HR.),
M/s. Trident Gentech Private Ltd.,
C/o. ARC Karutharippu Maiyam,
Venkateswara Medical College,
Ariyur,
Puducherry- 605 102. . . Respondent

This industrial dispute coming before me for hearing in the presence of Thiruvallargal S. Hemachandran, Ramachandran, K. Shahul Hameed, M. Suvethlena and S. Suriya, Counsels for the Petitioner, upon perusing the case records, this Court passed the following Award is passed accordingly;

AWARD

This industrial dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 88/Lab./AIL/S/2024, dated 22-10-2024 of the Labour Department, Puducherry, to resolve the following dispute between the petitioner and the respondent, *viz.*,

(a) Whether the dispute raised by the petitioner Thiru R. Sakthivel duly represented by Naam Thamizhar Thozhilalar Nalasangam, Puducherry, over his non-employment along with other attendant benefits against the management of M/s. Trident Gentech Private Limited 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. Notice to petitioner and respondent served Mr. S. Hemachandran, Advocate filed Vakalath for Petitioner. The Counsel for petitioner on 02-03-2026 has filed Joint Compromise memo. Today the petitioner and the Counsel for petitioner are present and the petitioner admitted that the case has been amicably settled in between parties and to that effect Joint Compromise

memo was signed stating that the case was settled in between the petitioner and the respondent for a sum of ₹ 65,000 (Rupees sixty five thousand only) as compensation to the Petitioner and the said amount was also sent to the Petitioner through NEFT *vide* Ref. No. 2294273679, dated 02-03-2026. Hence, this Court is inclined to record the Joint Compromise memo filed by the petitioner and respondent.

In the result, the Joint Compromise memo filed by the Petitioner and respondent is recorded and this case is disposed in terms of Joint Compromise memo entered

between petitioner and the respondent on 02-03-2026. The Joint Compromise memo shall form part and parcel of the Award. There is no order as to costs.

Written and pronounced by me in open Court, on this the 11th day of March 2026.

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

GOVERNMENT OF PUDUCHERRY
CHIEF SECRETARIAT
(HIGHER AND TECHNICAL EDUCATION)

(G.O. Ms. No. 10, Puducherry, dated 16th May 2026)

NOTIFICATION

On attaining the age of superannuation, the following Associate Professors are admitted into retirement with effect from the afternoon of 30-04-2026.

Sl. No.	Name of the Associate Professors	Name of the Institution in which serving
(1)	(2)	(3)
1	Tmt. D. Dhanalakshmi, Associate Professor in Home Science.	Bharathidasan Government College for Women, Puducherry.
2	Dr. R. Azhagaiah, Associate Professor in Commerce.	Kanchi Mamunivar Government Institute for Postgraduate Studies and Research, Puducherry.

(By order)

C. MALATHY,
Under Secretary to Government
(Higher and Technical Education).

GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF HINDU RELIGIOUS
INSTITUTIONS AND WAQF

(G.O. Ms. No. 62/CHRI/T.4/2026/1762,
Puducherry, dated 14th July 2026)

ORDER

With reference 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

(2) G.O. Ms. No. 1/CHRI/T.2/2023, dated 14-07-2023 of the Department of HRI and Waqf, Puducherry and in exercise of the powers conferred under the Puducherry Hindu Religious Institutions Act, 1972, Thiru D. Soudagarane, son of Dhanabalu, Fieldman, Veterinary Dispensary, Thirukkanur, Puducherry, is hereby appointed as Temple Administrative Officer of Arulmigu Sri Nagamuthumariamman and Sri Muthumariamman Devasthanam, Nainarmandapam, Puducherry on Honorary basis, in the place of Thiru K. Pannerselvam, TAO, retired. The Temple