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La Gazette de L' État de Poudouchéry

The Gazette of Puducherry

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 68/AIL/LAB/S/2025,
Puducherry, dated 05th December 2025)

NOTIFICATION

Whereas, an Award in I.D (L) No. 16/2019, dated 06-06-2025 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of dispute between M/s. Auro Electronics, Thattanchavady Industrial Estate, Puducherry and Thiru A. Vijayaraghavan, Puducherry, over 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)

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.

Friday, the 06th day of June, 2025.

**I.D. (L). No. 16/2019
CNR. No. PYPY06-000022-2019**

Thiru A. Vijayaraghavan,
No. 24, Pudhu Theru,
Vinoba Nagar,
Puducherry-605 008. . . Petitioner
Versus

The Managing Director,
M/s. Auro Electronics,
A-2, Thattanchavady Industrial Estate,
Puducherry-605 009. . . Respondent

This Industrial Dispute coming before me for hearing in the presence of Thiru M. Ganesh, Counsel for the Petitioner and Thiru R. Thirumavalavan and R. Ramachandiran, Counsels for the Respondent were remained absent set *ex parte* and after hearing the Petitioner side and perusing the case records, this Court delivered the following:

AWARD

This industrial dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 37/AIL/Lab./T/2019, dated 11-03-2019 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 A. Vijayaraghavan, Puducherry against the management of M/s. Auro Electronics, Thattanchavady Industrial Estate, Puducherry, over non-employment 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. *The averments set forth in the claim petition is as follows:*

That the petitioner was working with the respondent for the past 9 years without any blemish and there is no remark at all by the respondent. While being so, on 11-04-2018 at about 8.00 a.m. when the petitioner was cleaning his hands and legs during the course of employment, Kalidoss who was the co-worker made a quarrel with the petitioner unlawfully. In this regard, the Kalidoss made a complaint before the Baskaradoss, later the said Manager demanded to give a apology letter accordingly apology letter was given to him. Later that petitioner was suspended for the period of one week. After the suspended period, the petitioner had approached the management, the said Manager revealed that the petitioner was suspended from the service by the management. That there is no remark against the petitioner into his employment but the respondent purposely suspended the petitioner from the service. That the petitioner moved to Conciliation against the respondent, but, the respondent had not came forward to settle this matter amicably. This act of the respondent against law, natural justice and against the Employees Act and procedures and therefore, the petitioner is entitled to reinstate along with full back wages, benefits, service benefits etc. Hence the petition.

3. *The averments set forth in the counter statement is as follows:*

The respondent company is an Engineering based Industry involved in manufacturing/fabricating machines. On 16-07-2009, the petitioner A. Vijayaraghavan joined as helper and continued to be in same designation till he left the company on 18-04-2018. On 11-04-2018, the respondent had

received the written complaint from Kalidoss who was a Co-worker against the petitioner that, the petitioner had assaulted Kalidoss and caused injury in his neck and threatening him with dire consequences. In this regard, the respondent decided to initiate disciplinary action against the petitioner and a show cause notice was issued to petitioner on 13-04-2018 and called for explanation. That the petitioner had replied to the show cause notice on 16-04-2018 and accepted the fault and apologized for his misconduct. Since, the offenses are serious and grave in nature, the respondent decided to conduct enquiry on the charges levelled against the petitioner and on 18-04-2018 placed the petitioner under suspension pending enquiry and intimated the same to him. The petitioner has refused to receive the said notice and started pressuring the respondent through his influences to withdraw the disciplinary proceedings to be initiated against him. That the petitioner after refused to receive the suspension notice did not approached the management and had raised this dispute. That the respondent acted as per the provisions of the act and only by an detailed enquiry the charges levelled against the petitioner had to be reasoned out and till such period, the respondent was ready to pay the subsistence allowance. Since the charges are pertaining to co-worker without any enquiry into the charges and permitting the petitioner to work will affect the moral of other workers. Hence, the claim of the petitioner is premature, liable to the dismissed.

4. In this case, though respondent has filed counter but later has remained *ex parte*. On the side of Petitioner P.W.1 was examined and Exs.P1 to P11 were marked.

5. Point for determination:

Whether the Industrial Dispute raised by the petitioner against the respondent management over non-employment and back wages is justified or not and if justified what is the relief the petitioner is entitled for?

6. On point:

The contention of the petitioner is that the petitioner had been working in the respondent firm for the past nine years and while so on 11-4-2018 at about 8 a.m during the course of employment one of the co-worker had quarreled with the petitioner and also complained the same to the respondent management and thereafter the petitioner was suspended for one week and subsequently was terminated from service without any enquiry.

7. In this case, the petitioner was examined in chief as P.W1 and thereafter the case was posted for cross-examination of P.W.1 and when such being so, the respondent has remained *ex parte*. On perusal of case records it is found that the petitioner had been working in the respondent firm from 16-07-2009 onwards and while so on 18-04-2018, the petitioner was placed under suspension pending enquiry for the allegation of serious misconduct. It is the contention of the petitioner that without any enquiry, the petitioner had been terminated from service.

8. The case records reveals that the respondent has remained *ex parte* and thereby the case of the petitioner remains unchallenged and unrebutted. This Court on considering the submissions of the petitioner finds that the termination of the petitioner by the respondent is nothing but an illegal termination since the same has been done by the respondent without following any due procedures as contemplated under the Industrial Disputes Act. Thus, this Court from the above discussions finds that the Industrial Dispute raised by the petitioner is justified.

9. Regarding the claim of back wages is concerned, this Court finds that the respondent has failed to prove that the petitioner was gainfully employed elsewhere. Hence, this Court finds that the petitioner is entitled for 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 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 06th day of June 2025.

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

List of petitioner's witness:

PW1 — 20-09-2024 Thiru A. Vijayaraghavan

List of petitioner's exhibits :

Ex.P1 — 04-03-2011 Photocopy of the Salary slip for the year of 2011.

Ex.P2 — 05-05-2012 Photocopy of the Salary slip for the month of April 2012.

Ex.P3 — 04-05-2013	Photocopy of the Salary slip for the month of April 2013.
Ex.P4 — 02-07-2015	Photocopy of the Salary slip for the month of June 2015.
Ex.P5 — 03-06-2016	Photocopy of the Salary slip for the month of May 2016.
Ex.P6 — 02-09-2017	Photocopy of the Salary slip for the month of August 2017.
Ex.P7 — 03-02-2018	Photocopy of the Salary slip for the month of January 2018.
Ex.P8 — 13-04-2018	Photocopy of the Show cause notice.
Ex.P9 — 29-05-2018	Photocopy of the Letter to Labour officer.
Ex.P10 — 06-02-2019	Photocopy of the Notice of enquiry issued by Labour officer.
Ex.P11 — 23-01-2019	Photocopy of the Memorandum issued by the Under Secretary.

List of Respondent's witnesses: Nil

List of Respondent's Exhibits: Nil

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

GOVERNMENT OF PUDUCHERRY

LABOUR DEPARTMENT

(G.O. Rt. No. 69/Lab./AIL/S/2025,
Puducherry, dated 5th December 2025)

NOTIFICATION

Whereas, an Award in I.D (T) No. 05/2023, dated 21-07-2025 of the Industrial Tribunal-cum-Labour Court, Puducherry in respect of Dispute between M/s. Hidesign India Private Limited, No. 244/1, Odiampet, Villianur Commune, Puducherry-605 110 and Hidesign India Private Limited, Labour Union, No. 244/1, Odiampet Village, Villianur Commune, Puducherry-605 110, over breach of settlement of wage revision and other allied welfare measures 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.

Monday, the 21st day of July, 2025

**I.D. (T) No. 05/2023
CNR. No. PYPY06-000033-2023**

The Secretary,
Hi-design India Private Limited,
Labour Union,
No. 244/1, Odiampet Village,
Villianur Commune,
Puducherry-605 110. . . Petitioner

Versus

The Managing Director,
M/s. Hi-design India Private Limited,
No. 244/1, Odiampet,
Villianur Commune,
Puducherry- 605 110. . . Respondent

This Industrial Dispute coming before me for hearing in the presence of Thiru A.K. Thirumurugan, Counsel for the Petitioner and Thiru G. Krishnan, Counsel for Respondent, upon hearing both sides, after perusing the case records, after having stood over till this day, this Court passed the following:-

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 14/Lab./AIL/T/2023, dated 07-02-2023 of the Labour Department, Puducherry to resolve the following dispute between the petitioner and the respondent, *viz.*-

(a) Whether the dispute raised by the Hidesign India Private Limited, Labour Union over breach of 12(3) settlement over wage revisions and other allied welfare measures has been arrived on 07-01-2021 before the Labour Officer (Conciliation) by the

management M/s. Hidesign India Private Limited, Puducherry, is justified or not? If justified, to give appropriate direction?

(b) During the pendency of settlement arrived between the same parties, whether the demand of the Hidesign India Private Limited, Labour Union for new Charter of demands towards wage revision and other allied welfare measures during subsistence of 12(3) settlement arrived on 07-01-2021 which would remain in force up to 30-09-2024 is legal and justified? If justified, to give appropriate direction?

(c) 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 Union is the only Union functioning in the respondent Management registered under the Trade Union Act of 1926. That the respondent management is a private limited company established under the Companies Act and registered at Puducherry, involved in the process of manufacturing the finished leather goods like Bags, Belts, etc., and created a good reputation of the leather companies at Puducherry. The respondent Management is employed 330 number of permanent employees in addition to the 500 members of contract labours. That the respondent management used to make separate periodical agreements of Wages, Bonus and working conditions *vide* separate settlements with the petitioner Union under section 18(1)/12(3) of Industrial Dispute Act. An agreement was lastly entered between the petitioner Union and the management under section 12(3) of Industrial Dispute Act, dated 07-02-2017, for payment of bonus, wages and service conditions which was valid till 30-09-2017. Even though, the said previous settlement had expired, the terms and conditions of the previous settlement will continue and till the new settlement comes to force. Subsequently on 20-01-2020 a 12(3) agreement was entered between the management and Union, which was subsequently breached by the management, wherein the terms and conditions found in the 12(3) agreement of 2017 is extended in 20-01-2020. Whereas, even after expiry of 17 months the charter of demands raised in the Conciliation proceedings were not been granted to the petitioner's Union. Thereafter, the said agreement cannot be renewed due to outbreak of corona but, there was an agreement between the petitioner Union and the respondent management during the pandemic period that the petitioner Union shall not claim the welfare benefits due to lock down and other loss in view to

the management due to pandemic and the respondent management shall extend the benefits to its employees after the restoration of normalcy of Covid-19. Whereas, even after resumption of normalcy most of the benefits to salary and other demands have not been implemented. While so a representation was submitted to management for the aforesaid demands of the year 2021-2022 in accordance of agreement, dated 07-01-2021. The respondent management was not ready to enforce the same and refused stating the reason of past loss to company during the pandemic period.

(ii) Aggrieved by the act of the management the petitioner Union *vide* their representation, dated 24-05-2022 raised an industrial dispute against the management of M/s. Hidesign India Private Limited, Puducherry, over breach of settlement of wage revision and other allied welfare measures. As per the terms and condition of 12(3) settlement, dated 07-02-2014, it was mutually agreed that medical examination will be carried out once in every year. But, it was carried out only once during the year 2015 and thereafter no medical examination was done up to May 2022 and as a result most of the workers had died due to cancer and other occupational diseases, some of the workers were suffering from various health issues. Moreover, the management had breached the 12(3) settlement, dated 07-01-2021 arrived for wage revision and allied welfare measure, wherein, it was assured to extend all the benefits in accordance with 12(3) signed during, 2017. But, for the past 17 months, the management has not provided the petition mentioned welfare measures. Medical checkup mentioned at Serial No. 13 was not carried out for the past 5 years and in turn cost of the workers are suffering from various health issues which amount to violation of 12(3) settlement. Moreover, they denied the averment of the management that they came forward to have medical checkup through ESI. Further, arrears have not been settled to nearly 30 workers in accordance with Sl.No.1 of 12(3) settlement, dated 07-01-2021. Furthermore, it was agreed at Sl.Nos. 3 and 4 that after restoration of normalcy of COVID-19, all the welfare benefits would be extended. But, till date some of the benefits have not been extended even after passing of 1 ½ years. Furthermore, Educational incentive agreed at Sl.No.6, banana at Sl.No. 10, Bonus Sl.No. 12 and medical checkup at Sl.No. 13, uniform and stitching charges at Sl.No. 15 has not been extended. That, the management of M/s. Hidesign India Private Limited, Puducherry, has failed to implement the 12(3) settlement, dated 07-01-2021 including the terms and conditions

agreed in the 12(3) settlement signed during 2017. Due to non-implementation of the 12(3) settlement they have constraint to put forth the new demands. As the claimed allowances concerned they are all only common welfare measures to be extended to the members of the petitioner's Union as they were already in force prior to COVID-19 pandemic and due to pandemic measures they were temporarily suspended on the agreement of Union and management to restore the same after the normalcy of Covid. Whereas, the respondent management unfairly failed to do so.

(iii) That the demand of raising the retirement age is concerned, as per section 13-B of the Industrial Employment (Standing Order) Act, 1946 and the rules framed thereunder in The Industrial Employment (Standing Orders) Central Rules, 1946, it clearly specified in Schedule I-B (3) is obviously stated that the "Age of Retirement" the age of retirement or superannuation of a workman shall be as may be agreed upon between the employer and the workman under an agreement or as specified in a settlement or Award which is binding on both the workman and the employer. Where there is no such agreed age, retirement or superannuation shall be on completion of 58 years of age by the workman. The Industrial Employment (Standing Orders) Act, 1946 is a special law in regard to matters enumerated in the schedule. As per prevailing labour laws in India, the Industrial Tribunal has to fix the retirement age as 58 to 60 to the employees working under the respondent management, otherwise the employees working under the respondent management put into irreparable loss and hardships. The management is advised to incorporate a clause namely "Prevention of Sexual Harassment of Women at work place" which is a mandatory clause as per the directions of the Supreme Court of India. As per Schedule I of the Model Standing Orders in respect of Industrial Establishments provided under the Industrial Employment (Standing Orders) Central Rules, 1946, "A workman may be granted casual leave of absence with or without pay not exceeding 10 days in the aggregate in a calendar year. Therefore, it is prayed to direct the respondent management to fix the age of superannuation is 58 or 60 to the Employees Working under the respondent management and to implement the 12 (3) settlement benefits, dated 07-01-2021 from its due date and to extend the medical benefits to the employee and to award the costs of the petition. Hence, the petition.

3. *The brief averments set forth in the Counter Statement filed by the respondent is as follows:*

That a settlement first reached under section 18(1) of the Industrial Disputes Act and then sealed under section 12(3) of the Act in the course of Conciliation Proceedings is binding in nature on all workmen in the establishment since it was signed not only by the representatives of the petitioner Union but, also by the representatives of the respondent management and Conciliation Officer. This fair and reasonable tripartite settlement, dated 07-01-2021 is binding even upon workers who are not parties to the dispute. The age of superannuation in the respondent company is 55 years as per the certified Standing Orders of the Company but the petitioner Union filed an application before the Commissioner of Labour-cum-Certifying Officer to enhance the age of superannuation as 58 years which was strongly objected by the respondent management. The Commissioner of Labour-cum-Certifying Officer by order, dated 29-10-2015 modified the certified Standing Orders of the company by enhancing the age of superannuation as 58 years from 55. As against the said order the respondent management preferred Standing Order Appeal No. 2 of 2015 before this Court and by Order, dated 22-12-2017 this Hon'ble Court has set aside the order enhancing the age of superannuation as 58 years from 55 years and thereby the age of superannuation in the respondent company has been confirmed as 55 years by this Court. The respondent Union has not preferred any appeal and hence, the order dated 22-12-2017 passed by this Court regarding the age of superannuation in the respondent company has become final and conclusive. Therefore, the relief sought to direct the respondent management to fix the age of superannuation is 58 or 60 to the employees working under the respondent management is nothing but, an abuse of process of Court and Law and hence, the relief sought in this regard is legally untenable. That the petitioner union is fully aware that the benefits under 12(3) settlement has already been implemented by the respondent management. After restoration of normalcy subsequent to COVID-19 pandemic impact welfare measures were implemented gradually in consultation with petitioner Union in terms of 12(3) settlement and referring certain benefits not covered under 12(3) settlement and alleging its non-implementation is against the mutually agreed terms of 12(3) settlement which would remain in force up to 30-09-2024. That the full medical care given under the ESI hospitals and through tie-up arrangements with private hospitals is highly beneficial to the employees and whenever the respondent management came forward for medical examination for its employees through ESI hospital the union has not cooperated and made unworkable and impracticable suggestions and caused impediment

for medical examination. The petitioner Union has already submitted charter of demands on 11-03-2024 wherein, they have not whispered anything about the alleged non-implementation of the terms of 12(3) settlement, dated 07-01-2021 and the Industrial Dispute raised by an after thought deserves no consideration either factually or legally. Therefore, it is prayed to dismiss the claim petition with cost in the interest of justice.

4. Points for determination:

Whether the petitioner is entitled for the relief as claimed in the petition?

5. On points:

No representation on Petitioner side, Counsel for Respondent present. On perusal of case records it is found that, this case is pending for enquiry from 09-10-2024 onwards without any progress and representation on the side of Petitioner. Hence, this Court is inclined to dismiss this petition.

In the result this Industrial Dispute petition is dismissed for non prosecution. There is no order as to costs.

Written and pronounced by me in open Court, on this 21st day of July 2025.

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

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 70/AIL/Lab./S/2025,
Puducherry, dated 5th December 2025)

NOTIFICATION

Whereas, an Award in I.D (L) No. 09/2025, dated 26-05-2025 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of dispute between the M/s. Thermoplastic India Ltd., Puducherry and R. Thanigachalam, Puducherry, over reinstatement with continuity of services, back wages and 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.*

Monday, the 26th day of May, 2025

**I.D. (L) No. 09/2025
CNR. No. PYPPY06-000018-2025**

Thiru R. Thanigachalam,
S/o. Ramu,
No.75, Palli Street,
Kattukuppam, Manapattu Post,
Bahour Commune,
Puducherry-607 402. . . Petitioner

Versus

The Managing Director,
M/s. Thermoplastic India Ltd.,
A, 13, Rural Industrial Estate,
Kattukuppam,
Puducherry-607 402. . . Respondent

This Industrial Dispute coming before me for hearing in the presence of Thiru Giri Nagu Kumar, Lavanya Thirumalai and R.P. Dharun Singh, Counsels for the Petitioner, no representation on respondent side is set *ex parte*, upon hearing and upon perusing the records, this Court passed the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 04/AIL/Lab./T/2025, dated 28-01-2025 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. Thanigachalam against the management of M/s. Thermoplastic India Ltd., Puducherry, over reinstatement with continuity of services, back wages and other attendant benefits is justified or not?

- (b) If justified, give appropriate directions.
- (c) 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 had joined to work in the respondent company on 15-12-2007. The respondent company, Thermoplastics India Ltd., is the sister concern of Morgan Industries Limited. Due to financial instability in the respondent company, the petitioner and co-workers were transferred on deputation to its sister concerns functioning at Pillayarkuppam, Cuddalore and Bangalore. From January 2024, the respondent company had started its functioning and the petitioner was called back from deputation to work. During his deputation period of July 2016 to March 2021 salary was not paid properly to him. Therefore, the petitioner and co-workers had filed claim petition in P.W.A. No. 9/2017 before the Authority under Payment of Wages Act, 1936 in respect of unpaid wages for 57 months. The respondent company had agreed to Pay Salary dues along with the monthly salary. Accordingly the respondent management had paid only 13 months of 57 months salary dues. Hence, the petitioner had questioned the management regarding the non-payment of wages for the remaining period. So he was orally informed by the management that he was transferred to the Cuddalore Branch without any letter. On 15-05-2024 without prior memo order, the respondent had issued show cause notice to the petitioner with false allegation and subsequently the petitioner had submitted his reply on 22-05-2024. On 23-05-2024, again the respondent had informed the petitioner that he was transferred to Cuddalore plant. That the petitioner had requested to provide the transfer order in writing, which was rejected by the management. The petitioner also asked reason for the said transfer when the management was functioning well. Moreover, during his deputation period, the petitioner got accident and the respondent management had not provided any medical assistance and promised to get medical insurance and received medical receipts from the petitioner. But no aid was done till date. On 19-06-2024, the petitioner was served with show cause notice with false allegations. The petitioner had submitted his reply on 26-06-2024. However, the respondent management has terminated the petitioner from service on 25-07-2024 and gave a Cheque for ₹ 77,833. The petitioner had worked for more than 18 years in the respondent management with more than 240 days in a year. The said dismissal

was against the Section 25(F) of Industrial Disputes Act, 1947 and the against the principle of natural justice. Hence the petition.

3. Notice to the respondent served. No representation on respondent side. Respondent called absent set *ex parte* on 13-05-2025.

4. Points for determination:

1. Whether the petitioner is entitled for the relief of reinstatement with continuity of service, back wages and other attendant benefits?

2. To what other reliefs?

5. On points Nos.1 and 2:

The contention of the petitioner is that the petitioner had joined in the respondent company as operator-slitting on 15-12-2007 and the respondent company is the sister concern of Morgan Industries Limited and later due to some financial crunch, the workers were transferred to its sister concerns functioning at Pillayarkuppam, Cuddalore and Bangalore on deputation basis and while so, the workers were not paid their wages properly and therefore, the workers had filed claim petition in P.W.A. No. 9/2017 before the Authority under payment of wages Act, 1936 in respect of unpaid wages for 57 months and later the management had paid 13 months salary dues and thereby the petitioner had questioned the management regarding the non-payment of wages for the remaining period and therefore, the respondent to victimize the petitioner had issued show cause notice with false allegation to the petitioner and subsequently the petitioner had submitted his reply on 22-05-2024 and when such being so, the respondent had informed the petitioner that he was transferred to Cuddalore plant and hence, the petitioner had requested the management to issue the transfer order in writing and also asked as to why he was transferred to Cuddalore plant when the plant at Puducherry was functioning well and hence, the management again issued a show cause notice and thereafter the petitioner had submitted his reply but however the respondent management has terminated the petitioner from service.

6. On the side of petitioner, P.W.1 was examined and Exs. P1 to P17 have been marked. In this case it is the contention of the petitioner that since, because he had questioned regarding unpaid salary dues and also regarding his transfer and further insisted the respondent management to provide the transfer order in writing, the respondent to victimize the petitioner has issued show cause notice and thereafter inspite of reply being furnished by the petitioner, has terminated the petitioner from service without conducting any due

enquiry. In this case, the respondent has remained *ex parte* inspite of receipt of summons from this Court and thereby the case of the petitioner remains unchallenged.

7. This Court from the above discussions and the evidences adduced and the documents relied by the petitioner finds that the petitioner has clearly established that he was working under the respondent and he was terminated from the service without following any procedure laid down under the Industrial Disputes Acts. As such the dispute raised by the petitioner is found to be justified. As the petitioner is held to be entitled for the relief of reinstatement, now it becomes necessary to decide whether the petitioner is entitled for back wages. In this case there is no any evidence or documents to prove that the petitioner was employed for gain in any place. Hence, this Court holds that the petitioner is entitled for the relief of back wages as claimed by him.

In the result the petition is allowed and the industrial dispute raised by the petitioner against the Respondent Management over non employment and reinstatement with continuity of services, back wages and other attendant benefits is justified and Award is passed by directing the respondent to reinstate the petitioner into service within one month from the date of Award and further the respondent is directed to pay full back wages from the date of termination to 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 26th day of May 2025.

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

List of petitioner's witness:

PW.1 — 21-05-2025 R. Thanigachalam

List of petitioner's exhibits:

Ex. P1 — 07-12-2007 Photocopy of the Appointment order of the petitioner.

Ex. P2 — 27-08-2008 Photocopy of the Increment Order of the petitioner.

Ex. P3 — 10-07-2013 Photocopy of the Increment Order of the petitioner.

Ex. P4 — 30-08-2014 Photocopy of the Increment Order of the petitioner.

Ex. P5 — 30-10-2017 Photocopy of the Petition-PWA. No. 09/2017 filed by the petitioner in Labour Welfare Office.

Ex. P6 — 27-11-2017 Photocopy of the reply filed by the respondent for PWA. No. 09/2017 in Labour Welfare Office.

Ex. P7 — 29-12-2014 Photocopy of the Transfer Order to the Petitioner, issued by the respondent.

Ex. P8 — Photocopy of the Respondent shares for the year 2023.

Ex. P9 — 15-05-2024 Photocopy of the first show cause notice given by the respondent.

Ex. P10 — 22-05-2024 Photocopy of the reply given by petitioner to the 1st show cause notice.

Ex. P11 — 19-06-2024 Photocopy of the second show cause notice given by the respondent.

Ex. P12 — 26-06-2024 Photocopy of the reply given by the petitioner to the 2nd show cause notice.

Ex. P13 — 25-07-2024 Photocopy of the Termination Order and Final settlement given by respondent.

Ex. P14 — 18-11-2024 Photocopy of the Failure report.

Ex. P15 — Photocopy of the CP. No. 02/2024 filed by the petitioner in the Hon'ble Labour Court, requesting for salary arrears.

Ex. P16 — 30-07-2024 Photocopy of the objection letter by the petitioner to the respondent after the final settlement.

Ex. P17 — Photocopy of the Transfer Order given to the petitioner filed by the respondent in the Labour Department.

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