

Panaji, 5th November, 2020 (Kartika 14, 1942)

SERIES II No. 32

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 31 dated 29-10-2020 namely, Extraordinary dated 29-10-2020 from pages 753 to 768 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3/11/2020/Urban/TS-II/RCS/2561

- Read: 1. Notification No. 3/3/Urban Credit/TS II/PZ/2017/RCS/Suppl. 5306 dated 10-02-2020.
2. Letter No. CUCCS/App of Reg Nomi/Rec/Sales Off/1189/2020-21 dated 15-09-2020 of the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Goa.

In exercise of powers vested in me vide Notification read at Sr. No. 1 above read with Section 123(B) and Section 91D of the Goa Co-operative Societies Act, 2001 along with Rule 124 of the Goa Co-operative Societies Rules, 2003. The General Manager of the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Salcete, Goa is hereby authorized to act as Sale-cum-Recovery Officer in relation to the recovery of debts and to attach and sell the property of defaulters or to execute any decree by attachment and sale of property and execution of all recovery orders of decree holder viz. The Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Salcete, Goa passed by the Assistant Registrar of Co-operative Societies, Arbitration/Execution or the Nominee of Registrar. This appointment is subject to following conditions:

1. The Officer appointed and delegated with the powers of Sales-cum-Recovery Officer shall work under the general guidance,

superintendence and control of the Assistant Registrar of Co-operative Societies, Arbitration/Execution, South Goa District, Margao-Goa.

2. He shall follow all the procedures as laid down under the Goa Co-operative Societies Act, 2001 and the Goa Co-operative Societies Rules, 2003 or in compliance with any other relevant provisions of any other Act/Rules and also bye-laws of the society concerned while execution of decree.
3. The Board of Directors of the society shall be fully responsible along with the Chief Executive Officer for any acts in contravention of the Act, Rules and Bye-laws.
4. The Board of Directors shall review the performance of the General Manager every month and ensure compliance.
5. This Order shall remain in force for one year from date of its issue and the same can also be withdrawn at any stage without assigning any reasons thereof.

Biju Naik, Registrar (Co-op. Societies).

Panaji, 27th October, 2020.

Order

No. 3/11/2020/Urban/TS-II/RCS/2550

- Read: 1. This Office Order No. 48-8-2001-TS-RCS/III/1290 dated 16-07-2020.
2. Letter No. CUCCS/App of Reg Nomi/Rec/Sales Off/1189/2020-21 dated 15-09-2020 of the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Goa.

Whereas, Adv. Ulhas Krishna Parwar, Savitri Apartments, Chaudi, Canacona, Goa was appointed as Registrar's Nominee under Section 86(1) of the

Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 vide Order read at Sr. No. 1 above.

And whereas, now a request has been received from the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Salcete-Goa vide their letter read at Sr. No. 2 above to designate Adv. Ulhas Krishna Parwar, Savitri Apartments, Chaudi, Canacona, Goa as their dedicated nominee to adjudicate disputes referred by the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Salcete-Goa.

In view of above, the above named nominee Adv. Ulhas Krishna Parwar, Savitri Apartments, Chaudi, Canacona, Goa in exercise of powers conferred under Section 123(B) of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned hereby authorise the above named nominee to entertain all disputes referred to him by the Cuncolim Urban Co-operative Credit Society Ltd., Cuncolim, Salcete-Goa without routing it through this Department.

When a purported dispute is referred by the society, the above named nominee is authorised to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by society involves a dispute and pass appropriate orders under sub-section (1) of Section 86. Before admitting the dispute the Registrar's Nominee shall ensure that the concerned society deposits the prescribed admission fees with the Asstt. Registrar of Co-operative Societies, Arbitration & Execution, South Goa District, Margao-Goa.

Only upon the nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give award accordingly. The nominee shall abide by the terms and condition on which he was originally appointed as nominee read at Sr. 1 above.

This order shall remain in force for one year unless renewed and shall be subject to withdrawal at any time without assigning any reasons.

Biju Naik, Registrar (Co-op. Societies).

Panaji, 26th October, 2020.

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Order

No. 3/7/Urban Credit/TS II/BZ/2018/RCS/2564

Read: 1. Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.

2. Letter No. VDUCCSL/20-21/113 dated 13-08-2020.

3. Letter No. 1-04-17/ARBZ/EST/347 dated 09-09-2020.

Whereas, Adv. Yeshwant V. Gauns, Valpoi, Satari-Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 vide Order read at Sr. No. 1 above.

And whereas, now a request has been received from Vishwadeep Urban Co-op. Credit Society Ltd., Bicholim-Goa vide their letter read at Sr. No. 2 above to designate Adv. Yeshwant V. Gauns, as their dedicated nominee to adjudicate disputes referred by Vishwadeep Urban Co-op. Credit Society Ltd., Bicholim-Goa.

In view of above, the above named nominee Adv. Yeshwant V. Gauns, in exercise of powers conferred under Section 123(B) of the Goa Co-op. Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, is hereby authorized by the undersigned to entertain all disputes referred to him by Vishwadeep Urban Co-op. Credit Society Ltd., Bicholim-Goa without routing it through this Department.

When a purported dispute is referred by the society, the above named nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act whether the matter referred by society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86. Before admitting the dispute, the Registrar's Nominee shall ensure that the concerned society deposits prescribed admission fees with the Asstt. Registrar of Co-op. Societies, ABN/EXE, North Goa District.

Only upon the nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give award accordingly. The nominee shall abide by the terms and condition on which he was originally appointed as nominee vide order to be read at Sr. 1 above.

This appointment shall come into force with immediate effect and shall remain in force for one year and the same can be withdrawn at any stage without assigning any reason.

Biju Naik, Registrar (Co-op. Societies).

Panaji, 26th October, 2020.

Order

No. 3/9/Urban Credit/TS-II/PZ/2018/RCS/
/Suppl/2553

- Read: 1. Notification No. 3/3/Urban Credit/PZ/
/2017/RCS/Suppl./5306 dated 10-02-2020.
2. Letter No. 3/40/2018-19/ARPZ/Gen/ADM/
/850 dated 30-09-2020 from Asstt.
Registrar of Co-op. Societies, Ponda Zone.
3. Letter No. PUC/ARCS/20-21/82 dated
17-09-2020 from the Ponda Urban Co-op.
Credit Society Ltd., Ponda-Goa.

In exercise of powers vested in me vide Notification read at Sr. No. 1 above read with Section 123B and Section 91D of the Goa Co-operative Societies Act, 2001 along with Rule 124 of the Goa Co-operative Societies Rules, 2003, the Manager of the Ponda Urban Co-operative Credit Society Ltd., Ponda-Goa is hereby authorized to act as Sale-cum-Recovery Officer in relation to the recovery of debts and to attach and sell the property of defaulters or to execute any decree by attachment and sale of property and execution of all recovery orders of decree holder viz. The Ponda Urban Co-operative Credit Society Ltd., Ponda-Goa passed by the Asstt. Registrar of Co-op. Societies, ABN/EXE or the Nominee of Registrar. This appointment is subject to following conditions:-

1. The Officer appointed and delegated with the powers of Sales-cum-Recovery Officer shall follow all the procedures as laid down under the Goa Co-operative Societies Act, 2001 and the Goa Co-operative Societies Rules, 2003 or in compliance with any other relevant provisions of any other Act/Rules and also bye-laws of the society concerned while execution of decree.
2. The Board of Directors of the society shall be fully responsible along with the Chief Executive Officer for any acts in contravention of the Act, Rules and Bye-laws.
3. The Board of Directors shall review the performance of the above Officers every month and ensure compliance.
4. This appointment is valid for one year unless renewed. The Order may also be withdrawn/
/revoked at any time without assigning any reason.

Biju Naik, Registrar (Co-op. Societies).

Panaji, 26th October, 2020.

Department of Education, Art & Culture

Directorate of Art and Culture

Order

No. DAC/GIA/Committees/RBM/2020-21/1987

In exercise of powers conferred by Clause 5 of the Constitution of Ravindra Bhavan, Margao-Goa, the Government is pleased to appoint Shri Damodar (Damu) G. Naik, r/o 3/4379, Gogol, Near Sai Mandir, Margao-Goa as Chairman of Ravindra Bhavan, Margao-Goa with immediate effect.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 26th October, 2020.

Order

No. DAC/GIA/Committees/RBM/2020-21/1988

In exercise of powers conferred by Clause 14(viii) of the Constitution of Ravindra Bhavan, Margao-Goa, the Government is pleased to nominate following Members on Executive Board of Ravindra Bhavan, Margao-Goa with immediate effect.

1. Shri Chandan Narayan Nayak, Comba, Margao-Goa.
2. Shri Gajanan (Amey) Prakash Karmali, Fatorda, Goa.
3. Shri Manohar Vishnu Borkar, Gogol, Margao-Goa,
4. Sou. Ranjita Sandesh Pai, Comba, Margao-Goa.
5. Shri Kalidas Mukund Verenkar, Fatorda-Goa.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 26th October, 2020.

Order

No. DAC/GIA/Committees/RBM/2020-21/1989

In exercise of powers conferred by Clause 9(viii) of the Constitution of Ravindra Bhavan, Margao-Goa, the Government is pleased to nominate following Members on General Council of Ravindra Bhavan, Margao-Goa with immediate effect.

1. Shri Sudesh Gurudas Nagvekar, Fatorda-Goa.
2. Shri Umesh Krishna Bandodkar, Fatorda-Goa.

3. Shri Rosario Santano Araujo, Fatorda, Margao-Goa.
4. Shri Shridhar M. Pai Kane, Colmorod, Navelim, Salcete, Goa.
5. Shri Conceicao Diago D'silva (Connie M), Seraulim, Salcete.
6. Shri Chandan Narayan Nayak, Comba, Margao-Goa.
7. Shri Gajanan (Amey) Prakash Karmali, Borda, Fatorda, Margao-Goa.
8. Shri Manohar Vishnu Borkar, Gogol, Margao-Goa.
9. Sou. Ranjita Sandesh Pai, Comba, Margao-Goa.
10. Shri Kalidas Mukund Verenkar, Vidyanagar, Gogol, Fatorda, Margao-Goa.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 26th October, 2020.

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Department of Environment & Climate Change

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Notification

No. 7/4/98/STE-DIR/PART-III/Vol.II/878

Read: Order dated 23-10-2018, 30-10-2018 & 31-10-2018 in various IAs filed in Writ Petition (Civil) No. 728 of 2015 and Ors. by Hon'ble Supreme Court.

Whereas, the Hon'ble Supreme Court vide its Judgement & Orders read above has given certain directions on manufacture, distribution and use of Fire Crackers in the Country. In the light of these directions and as per the modified directions contained in Hon'ble Supreme Court order dated 30-10-2018, the State Government hereby prescribes following timings for bursting of fire crackers during the Diwali Festival in the year 2020.

1. On the day of the Diwali i.e. on 14th November, 2020 Fire Crackers are allowed to be burst in the morning from 4.30 a.m. to 5.30 a.m. and in the evening from 7.00 p.m. to 8.00 p.m. strictly.
2. For the days during the Diwali Festival period i.e. 15th & 16th November, 2020 which is being observed in the State of Goa, the Fire Crackers bursting time shall be strictly restricted between 8.00 p.m to 10.00 p.m. only.

3. The Police Station in-charge of the respective Police Station shall be fully responsible for implementation of the Supreme Court directions.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Johnson Fernandes, Director/Jt. Secretary (DoE & CC).

Porvorim, 04th November, 2020.

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Department of Finance Revenue & Control Division

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Order

No. 1-118-2020-21/DSSL/Part/673

The Government is pleased to nominate the following serving/retired Group A/B/C officials as the members of the Draw Committee constituted vide Notification No. 1-118-2020-21/DSSL/Part/637 dated 20-10-2020 to conduct paper & online draws during the working hours, after the working hours and holidays including Saturdays & Sundays.

1. Shri Tulsidas Naik, Joint Director of Accounts, Retd. Group 'A' Officer.
2. Shri Ramakant Talkar, Dy. Director, Retd. Group 'A' Civil Cadre Officer.
3. Shri Ulhas Naik, Dy. Director Accounts, Group 'A' Officer.
4. Shri Pandurang Salgaonkar, Section Officer, Retd. Group 'B' Officer.
5. Ms. Geeta D. Naik, Section Officer, Retd. Group 'B' Officer.
6. Shri Upadesh D. S. Kossambe, Assistant Accts. Officer, Group 'B' Officer.
7. Shri Bernard Devassy, Asst. Accts. Officer, Group 'B' Officer.
8. Smt. Sheela U. Naik, Retd. Suptd., Group 'B' Officer.
9. Shri Savio Gomes Pereira, Assistant Accounts Officer, Group 'B' Officer.

Further, following three additional members are also nominated as members of the Draw Committee to act in place of resigns/withdrawn member to form the quorum in the event of the aforesaid

members of the Draw Committee resigns or withdraws as a member of the Draw Committee.

1. Shri Dnyaneshwar U. Naik, Joint Director of Accounts, 'A' Group Officer.
2. Shri Prakash G. Lotlikar, Retd. Section Officer, 'B' Group Officer.
3. Shri Suresh G. Divkar, Retd. Joint Director of Accounts, 'A' Group Officer.

The Draw Committee shall consist of 1 Group 'A' and 2 Group 'B' or 'C' Officers each under (B) at Sr. No. 1, 2 & 5 with the Group 'A' Officer being the Chairman of the Committee and Group 'A' and 'B' or 'C' Officials under (A) at Sr. No. 2 & 3 of the Notification No. 1-118-2020-21/DSSL/part/637 dated 20-20-2020 to supervise the conduct of the draw on rotation basis during the office hours, after office hours, holidays including Saturdays and Sundays. They shall be paid remuneration as per the provisions of Notification No. 1-118-2020-21/DSSL/part/637 dated 20-10-2020.

The nomination of the above members to the Draw Committee for conduct of paper & online draws during the working hours, after the working hours and holidays including Saturdays & Sundays shall be for a period of 2 (two) years from the conduct of 1st draw.

The members of the Draw Committee shall conduct the draws as per the instructions/guidelines and the rotation chart issued by the Director, Directorate of Small Savings & Lotteries.

The expenditure towards payment of the remuneration shall be debited to the Budget Head of Account 2075–Miscellaneous General Services, 00, 103–State Lotteries, 01–Lotteries, 50–Other Charges under Demand No. 30.

By order and in the name of the Governor of Goa.

Pranab G. Bhat, Under Secretary, Finance (R & C).
Porvorim, 23rd October, 2020.

Notification

No. 4/5/2005-Fin(R&C)(155)

In exercise of the powers conferred by sub-section (1) of Section 5 of the Goa (Recovery of Arrears of Tax through Settlement) Act, 2009 (Goa Act 17 of 2009) (hereinafter referred to as the "said Act"), the Government of Goa hereby extends the

date for making an application for the purpose of Section 4 of the said Act, till 31st day of December, 2020.

This notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Pranab G. Bhat, Under Secretary, Finance (R&C).
Porvorim, 30th October, 2020.

Department of Fisheries Directorate of Fisheries

Notification

No. DF/AQUA/NAT-MARI-POLICY-2019/2020-21

With reference to the Notification on "GOA STATE MARICULTURE POLICY 2020" for implementing cage fish farming notified in the Official Gazette, Series I No. 21 dated 20th August, 2020, it is proposed to constitute an Expert Committee for Zonation and Demarcation of the Marine Waters for Mariculture as follows:

Expert Committee for Zonation and Demarcation of the Marine Waters for Mariculture:

- (a) Director of Fisheries, Directorate of Fisheries, Government of Goa, Panaji-Goa — Chairman.
- (b) Dy. Director of Fisheries, Directorate of Fisheries, Government of Goa, Panaji-Goa — Member Convener.
- (c) Representative of National Institute of Oceanography (NIO), Panaji-Goa — Member
- (d) Representative of Central Marine Fisheries Research Institute (CMFRI), Karwar, Karnataka — Member.
- (e) Representative of Fisheries Survey of India, Mormugao-Goa — Member.
- (f) Representative of Krishi Vigyan Kendra, South Goa, Department of Agriculture — Member.

Role of the Expert Committee for Zonation and Demarcation of the Marine Waters for Mariculture.

1. The Committee shall identify the Zones as per "GOA STATE MARICULTURE POLICY 2020" for sea cage farming and demarcate them as Zone A and Zone B.

2. This Committee shall identify the site where sea cage culture can be permitted by issuing detailed geographical co-ordinates.

By order and in the name of the Governor of Goa.

Dr. *Shamila Monteiro*, Director & ex officio Jt. Secretary (Fisheries).

Panaji, 26th October, 2020.

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Department of Forest

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Order

No. 4-3-2014/FOR/206

On recommendations of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. Com/II/11/22(1)16/683 dated 16-10-2020, the Government is pleased to promote the following two Assistant Conservator of Forest (ACF), to the post of Deputy

Conservator of Forest (DCF), Group "A" Gazetted, in the Pay Scale of PB-3 Rs. 15,600 - 39,100 + Grade Pay Rs. 6,600/- (Level-11 of the 7th Pay Scale Commission) on regular basis in the Office of the Principal Chief Conservator of Forests, Forest Department, Panaji, with immediate effect.

1. Shri Santosh H. Phadte.
2. Shri Raju Dessai.

The above Officers shall be on probation for a period of two years.

The Officers shall exercise the option for fixation of pay within one month from the date of this order in terms of F. R. 22(I)(a)(1).

The pay of Officer on promotion shall be fixed as per C.C.S. (RP) Rules, 2016.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (Forests).

Porvorim, 27th October, 2020.

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Addendum

No. MS-REV.PF/DCF/WP/2018-19/393/205

- Ref:
- 1) Notification No. DCF (WP)/Pvt. For/16(THC)/2013(WZ)/19-20/26 dated 21-01-2020.
 - 2) Notification No. DCF(WP)/Pvt.For/16(THC)/2013(WZ)/19-20/119 dated 18-06-2020.
 - 3) Notification No. MS-REV.PF/DCF/WP/2018-19/393/177 dated 18-09-2020.

In continuation to the Notification No. MS-REV.PF/DCF/WP/2018-19/393/177 dated 18-09-2020, Government is pleased to constitute 02 inspection teams in North Goa in addition to earlier 14 inspection teams to carry out site inspection of the properties fulfilling/meeting Private Forests criteria of canopy density and area, as per Forest Survey of India (FSI) map in respect of the provisionally identified private forest areas by V.T. Thomas Committee and F.X. Araujo Committee. Further, sub-committee for Sangolda Village will be added in site inspection team No. 4 for North Goa.

These 02 site inspection teams, as earlier 14 teams, shall work under direct supervision of concerned Territorial Dy. Conservator of Forests and concerned Territorial Range Forest Officer shall act as Member Secretary of respective sub-committee.

The 02 site inspection teams/additional sub-committees are as follows:-

NORTH GOA

Sr. No.	Taluka	Village	Members of Sub-Committee		
1	2	3	4		
4 (Below Oxel Village)	Bardez	Sangolda	ISLR Bardez	RFO Keri	Talathi Sangolda.
7	Ponda	Betora Kundaim Priol Cuncolim Adcolna	ISLR Ponda	RFO Ponda	Talathi Betora. Talathi Kundaim. Talathi Priol. Talathi Cuncolim. Talathi Adcolna.

1	2	3	4
		Vagurme	Talathi Vagurme.
		Nirancal	Talathi Nirancal.
		Borim	Talathi Borim.
		Queula	Talathi Queula.
		Kodar	Talathi Kodar.
		Panchawadi	Talathi Panchawadi.
		Bandora	Talathi Bandora.
		Ponda	Talathi Ponda.
		Curti	Talathi Curti.
8	Satari	Keri	ISLR Bicholim RFO
		Podocem	Valpoi
		Ponocem	
		Vantem	
		Nagvem	
		Rivem	
		Conquirem	
		Xelpo-Curdo	
	Bicholim	Latambarcem	

Terms of Reference of sub-committee:

1. To delineate private forest boundary on ground and to survey the area inside the delineated forest boundary.
2. To carry out site inspection of the properties and collect data on percentage of forestry species by total enumeration. The land owner will be given opportunity to remain present during enumeration.
3. To prepare georeferenced survey plan of areas qualifying 3rd criteria of Private forests i.e. 75% of tree species of forestry type and submit field data sheets and survey plan to concerned territorial Dy. Conservator of Forests for onwards submission to the Review Committee.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (Forests).

Porvorim, 26th October, 2020.



Goa Legislature Secretariat

Order

No. LA/Admn./2020/1159

In pursuance of Rule 4 (2) of the Goa Legislature Secretariat (Recruitment and Conditions of Services) Rules, 1988, the Governor in consultation with the "Board" is pleased to promote Smt. Anita Naik, Senior Assistant of the Goa Legislature Secretariat, Porvorim, to the post of Section Officer, Group 'B' (Gazetted) in the Pay Matrix Level 7, w.e.f. 23rd October, 2020 (f.n.) on regular basis.

2. The above appointment is made against the vacancy of Section Officer caused due to demise of Shri Ganpat Palni, Section Officer.

3. Smt. Anita Naik shall be on probation for a period of 2 years from the date of her promotion.

4. The pay of Smt. Anita Naik shall be fixed as per the rules.

5. The expenditure on account of this be debited to the Budget Head "2011-Parliament/State/U.T. Legislature; 02-State/U.T. Legislature; 103-Legislative Secretariat; 01-Legislature Secretariat of State; 01-Salaries."

By order and in the name of the Governor of Goa.

U. D. Bicholkar, Committee Officer, Legislature.

Porvorim, 23rd October, 2020.

Order

No. LA/Admn./2020/1160

In pursuance of Rule 4 (2) of the Goa Legislature Secretariat (Recruitment and Conditions of Services) Rules, 1988, the Governor in consultation with the "Board" is pleased to promote Smt. Farida Muzawar, Senior Assistant of the Goa Legislature Secretariat, Porvorim, to the post of Section Officer, Group 'B' (Gazetted) in the Pay Matrix Level 7, w.e.f. 23rd October, 2020 (f.n.) on regular basis.

2. The above appointment is made against the vacancy of Section Officer caused due to retirement of Shri Deelip Korgaonkar, Section Officer on superannuation.

3. Smt. Farida Muzawar shall be on probation for a period of 2 years from the date of her promotion.

4. The pay of Smt. Farida Muzawar shall be fixed as per the rules.

5. The expenditure on account of this be debited to the Budget Head "2011-Parliament/State/U.T. Legislature; 02-State/U.T. Legislature; 103-Legislative Secretariat; 01-Legislature Secretariat of State; 01-Salaries."

By order and in the name of the Governor of Goa.

U. D. Bicholkar, Committee Officer, Legislature.

Porvorim, 23rd October, 2020.

Order

No. LA/Admn./2020/1191

The Governor of Goa after consultation with the 'Board' under sub-rule (2) of Rule 4 of the Goa Legislature Secretariat (Recruitment and Conditions of Service) Rules, 1988 and with consent of the Chief Minister, is pleased to extend the services beyond the superannuation in October, 2020 of Shri Pradipkumar A. Karekar, Assistant Accounts Officer, Goa Legislature Secretariat, Porvorim-Goa, for a period of three months w.e.f. 01st November, 2020 (f.n.).

By order and in the name of the Governor of Goa.

U. D. Bicholkar, Committee Officer, Legislature.

Porvorim, 30th October, 2020.

Department of Industries**Notification**

No. 11/9/2012-IND/523

In exercise of the powers conferred by Section 4 of the Goa Industrial Development Act, 1965 (Act 22 of 1965), and in supersession of the Government Notification No. 11/9/2012-IND/252 dated 28-09-2017, published in the Official Gazette, Series II No. 28 dated 12-10-2017 and all other Notifications issued in this regard, the Government of Goa hereby re-constitutes the Goa Industrial Development Corporation consisting of the following, namely:

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| (1) Shri Glenn Souza Ticlo,
MLA, Aldona | — | Chairman. |
| (2) Secretary (Industries),
Government of Goa | — | Director. |
| (3) Secretary (Finance),
Government of Goa | — | Director. |
| (4) Chief Electrical
Engineer,
Government of Goa | — | Director. |
| (5) Director, Industries,
Trade and Commerce,
Government of Goa,
Panaji-Goa | — | Director. |
| (6) President, Goa Chamber of
Commerce and Industry | — | Director. |
| (7) President, Goa
Small Scale Industries
Association | — | Director. |
| (8) Arch. Chandan
Kalidas Paarab,
r/o Bicholim-Goa | — | Director. |
| (9) Shri Arman Bankley,
r/o. Gogal-Goa | — | Director. |
| (10) Ms. Purti Kathpalia,
r/o. Panaji-Goa | — | Director. |
| (11) Shri Jaivant Shivaji Desai,
r/o. St. Inez, Panaji-Goa | — | Director. |
| (12) Managing Director,
Goa Industrial Development
Corporation, Panaji-Goa | — | Chief Executive and
ex officio
Secretary
to the
Corporation. |

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Premraj Shirodkar, Under Secretary (Industries).
Porvorim, 26th October, 2020.

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Department of Labour

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Notification

No. 28/2/2020-LAB/1028

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 09-10-2020 in reference No. IT/12/96 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Premraj K. Shirodkar, Under Secretary (Labour).
Porvorim, 28th October, 2020.

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IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/12/96

Shri Navnath Gaonkar,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Kamakshi Krupa, Ground Floor,
Kadpabandh, Ponda,
Goa, 403401. ... Workman/Party I
V/s

1. The Management of M/s. Cosmed Analytical and Central Services, A C.M.M. Group of Companies, Curti, Ponda, Goa. ... Employer/Party II(1)
2. M/s. Cosmed Analytical and Central Services Pvt. Ltd., Rua de Qurem, Panaji, Goa. ... Employer/Party II(2)
(Deleted vide order dated 9-11-2009)
3. M/s. Cosme Farma Laboratories Ltd., Dempo Towers, 5th Floor, Patto, Panaji, Goa. ... Employer/Party II(3)

4. M/s. Wallace Pharmaceuticals Pvt. Ltd., Dempo Towers, 3rd Floor, Patto, Panaji, Goa. ... Employer/Party II(4)
5. M/s. Beiersdorf (I) Ltd., Nirancal Road, Curti, Ponda, Goa. ... Employer/Party II(5)
6. M/s. Colfax (India) Pvt. Ltd., Curti, Ponda, Goa. ... Employer/Party II(6)
Workman/Party I represented by Ld. Adv. Shri S. P. Gaonkar.
Employer/Party II(1) absent.
Employer/Party II(2) deleted.
Employer/Party II(3) represented by Ld. Adv. Shri P. Chawdikar.
Employer/Party II(4) represented by Ld. Adv. Shri S. M. Singbal.
Employer/Party II(5) represented by Ld. Adv. G. K. Sardessai.
Employer/Party II(6) represented by Ld. Adv. Shri S. M. Singbal.

AWARD

**(Delivered on this the 9th day of the month
of October of the year 2020)**

By Order dated 01-02-1996, bearing No. 28/64/96-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

“(1) *Whether the action of the management of M/s. CMM Group of companies, Curti, Ponda, Goa in refusing employment to the workman Shri Navnath Gaonkar with effect from August, 1993 is legal and justified?*

(2) *If not, to what relief the workman is entitled?*”

2. It is matter of record that vide Corrigendum No. IRM/CON/PON/(14)/94/4045 dated 1-8-1997, the appropriate Government corrected the name of the Party II as M/s. Cosme Analytical and Central Services, a C.M.M. Group of Companies at Exh. 11.

3. Upon receipt of the reference, it was registered as IT/12/96 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 3 and additional claim statement at Exh. 12. It is a matter of record that Party II(2) to Party II(6) were impleaded thereafter. The Party II(1) filed the written statement at Exh. 4, Party II(2) filed the

written statement at Exh. 14, Party II(3) filed the written statement at Exh. 54, Party II(4) filed the written statement at Exh. 56, the Party II(5) filed the written statement at Exh. 55 and Party II(6) filed the written statement at Exh. 57.

4. In short, the case of Party I is that the Party I is a workman under Industrial Disputes Act employed since 1988 and that on 29-4-1994 when he approached the Party II, he was refused to resume his duty w.e.f. August, 1993. The Party II has not conducted any enquiry nor principles of natural justice were followed and therefore his termination is illegal and unjustified. The Party I workman was not paid any legal dues at the time of his termination nor any enquiry was conducted. The Party I in additional claim statement submitted that whenever the vacancies existed in any one of the companies of CMM Group of Companies as per the common seniority, the senior most temporary workman was regularized in the said companies and the seniority of the Party I was not taken into consideration. The Party I is unemployed and could not succeed in getting the job till date and is undergoing hardship due to unemployment. The termination of services of Party I workman is illegal, unjustified and bad in law and therefore prayed to reinstate him with full back wages and continuity of service. Hence, the dispute.

5. In the Written statement, Party II(1) contended that the dispute is between the workman and the employer, i.e. Partner of M/s. Cosmed Analytical and Central Services who was rendering several services to various companies including the units of Cosme Mathais Menezes Group. The workman was appointed for meeting exigencies of limited period due to peak in demand which is temporary in nature. The Party I was employed to cope up additional work as temporary workman for a limited purpose. The Party II has received a request from M/s. CFL Pharmaceuticals Ltd. to recruit some temporary workers and the Party II(1) found the Party I as suitable candidate for temporary appointment in the unit of CFL Pharmaceuticals Ltd. and accordingly a letter of appointment bearing No. TEMP/0148/93 dated 24-6-1993 was issued to the workman as temporary workman effective from 1-6-1993 on the terms and conditions contained in the said letter where it is clearly stated that he is appointed purely on temporary basis upto 31-7-1993 and that he would be terminated without assigning any reason by giving one day notice. The contract for temporary appointment of the workman expired on 31-7-1993 and after that date, there is no question of resuming

the duties or enquiry to be conducted. There is no illegal and unjustified action on the part of the employer as the employer has paid daily wages as per the contract. The contract for temporary appointment of Party I expired on 31-7-1993 after which there is no question of workman resuming duty. The workman was not in continuous service but merely a temporary worker in terms of express contract. The Party II has paid daily wages as per the contract. The Party I is not entitled for any reliefs.

6. In the Written statement, the Party II(2) contended that the workman was appointed for meeting exigencies on account of sudden spurt due to peak in demand which is of temporary nature. The Party I workman worked with the unit of CFL Pharmaceuticals Ltd. from 1-6-1993 to 31-7-1993 as a temporary workman and worked for total number of 79 days inclusive of leave and after the expiry of the contract, the workman did not continue with the Party II as the contract for temporary service stood automatically terminated due to non-renewal. The Party II has availed the temporary services of the workman under previous contract for specified contract of time for different units with clear stipulation that on the expiry of the contract and/or its non-renewable, the services would be terminated. The workman is not entitled for any relief under the Act.

7. In the Written statement, the Party II(3) contended that the dispute is not an industrial dispute. The Party II is a company and that upon the Deed of retirement dated 18-4-2000, the earlier partnership firm of M/s CACS was reconstituted with only two surviving partners and M/s. CACS Pvt. Ltd. had taken over all the liabilities of the erstwhile partnership firm. M/s. CACS Pvt. Ltd. had filed the Company Petition before the Hon'ble High Court and by order dated 27-6-2007 the Court has allowed the company to be wound up w.e.f. the above date and had appointed an Official Liquidator. The CACS Pvt. Ltd. thereafter filed an application that they may be deleted from the present reference and the said party was deleted as the representative of the Party I endorsed no objection. M/s. CACS was dissolved w.e.f. 1-8-2000 and the business and the properties was vested with CACS Pvt. Ltd. and after appointment of the liquidator, the Party I ought to seek relief from Official Liquidator by adding him as necessary party. The Party II(3) had never engaged the services of Party II(1) nor they have refused his services. There was no employer-employee relationship with the Party I and therefore the claim be dismissed.

8. In the Written statement, the Party II(4) contended that the dispute is not maintainable as per the provisions of Industrial Disputes Act. The Party I was a temporary employee on contract basis. There is no liability towards the claim of the Party I since there is no employer-employee relationship. There is no alleged termination of services of the workman. No case has been made out of alleged termination. The workman allowed the deletion of Party II(2) who was last employer and who had taken the liabilities of the partnership firm. The dispute against the last employer which is a company under liquidation actually lies against the Official Liquidator who is the actual and necessary party. The workman was never on the roll of the Party II as an employer at any point of time. The Party I was a temporary employee on contract basis and has no locus to raise any dispute. There was also no alleged termination of services and therefore he is not entitled for reliefs.

9. In the Written statement, the Party II(5) contended that the claim of the Party I as against the Party II(5) is barred by delay and laches. There is no liability towards the claim of the Party II as there was no employer-employee relationship. The present dispute is not an industrial dispute. The Party II(5) became a partner of CACS by a Deed of partnership dated 28-12-1985 and the Party II(5) retired from Deed of retirement dated 18-4-2000 as per which the retiring partners shall not be liable for any demands of the employees and workers. The fact of dissolution of the partnership was made known to all by a public notice. The Party II(5) has been absolved of all the liabilities and responsibilities of erstwhile partnership. The Party II(5) was not a signatory for the purported Minutes of understanding dated 30-4-1996. There is no employer-employee relationship between them and therefore conducting enquiry does not arise. The Party I is not entitled for any reliefs.

10. In the Written statement, the Party II(6) contended that the dispute is not maintainable under the Industrial Disputes Act. The workman was a temporary worker on contract basis and therefore could not be treated as workman under the Industrial Disputes Act. There is no liability towards the Party I since there was no employer-employee relationship. The Party II(6) after its retirement dated 18-6-2000 had nothing to do with the dispute. The dispute against the last employer, which company is under liquidation, actually lies against the Official Liquidator. The Party I was never on the roll of Party II(6) and the true successor-in-interest is Cosmed Analytical and Central Services which was allowed to be dropped.

The Party II(6) had closed its operation at the factory at Ponda. The Party I is not entitled for any reliefs.

11. In the rejoinder at Exh. 6, Exh. 15, Exh. 31 and Exh. 58, the Party I denied the case put forth by the Party II companies in the Written statement.

12. Based on the averments of the respective parties, the following issues were framed at Exh. 7.

- 1) Whether the Party I proves that he was employed with the Party II since 1988 as a general worker?
- 2) Whether Party I proves that the Party II illegally and without justification refused employment to him from August, 1988?
- 3) Whether Party II proves that the Party I is not a "workman" as defined under the I. D. Act, 1947 and hence this Tribunal has no jurisdiction to decide the reference?
- 4) Whether the Party I is entitled to any relief?
- 5) What Award?

13. It is a matter of record that an additional issue was framed on 6-4-1998 at Exh. 16 which is as follows:

- 3A) Whether the Party II proves that the reference is null and void and hence is liable to be rejected?

14. It is also a matter of record that additional issues were framed on 10-11-2014 at Exh. 65 which are as follows:

- 3B) Whether the dispute raised by Party I is an 'industrial dispute'?
- 3C) Whether the Party II(3) proves that Party I has not given any justification for the demands/claims raised against it and hence such demands/claims cannot sustain?
- 3D) Whether the Party II(3),(4),(5) and (6) proves that there is no employer-employee relationship between them and Party I?
- 3E) Whether the Official Liquidator appointed by the Hon'ble High Court is a necessary Party to the present reference?
- 3F) Whether the Party II(4), (5) and (6) prove that as per Clause 29 and 30 of the Deed of dissolution dated 1-8-2000, they are not liable for any dispute raised by Party I?

15. In support of his claim, Party I, Shri Navnath Naik examined himself and produced on record a copy of Settlement dated 21-3-1992 at Exh. W-1.

The Party I also examined Shri Puti Gaonkar as second witness and produced on record a copy of list of temporary workers on 25-11-1992 at Exh. W-2 and a copy of list of temporary workers taken on probation from 1994 till date at Exh. W-3. On the other hand, the Party II(3), M/s. Cosme Farma Laboratories Ltd., examined Shri Uday Deshpande as witness. The Party II(4), M/s. Wallace Pharmaceuticals Pvt. Ltd., examined Shri Eurico Noronha as witness and produced on record a copy of certificate issued by ISO 9001:2008 dated 30-10-2012 at Exh. 74 (in cross). The Party II(5), M/s. Beiesdorf (I) Ltd., examined Shri Praful Patil as witness and produced on record a copy of extract of Register No. 39/80 of the firm at Exh. 70 and a copy of Public Notice dated 27-4-2000 published on newspaper "Gomantak" at Exh. 71 and the Party II(6), M/s. Colfax India Pvt. Ltd. examined Ms. Elvina Menezes as witness and produced on record a copy of letter dated 23-9-2013 of closure notice of the factory.

16. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

17. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Affirmative
Issue No. 2	...	In the Affirmative
Issue No. 3	...	In the Negative.
Issue No. 3A	...	In the Negative.
Issue No. 3B	...	In the Affirmative.
Issue No. 3C	...	In the Negative.
Issue No. 3D	...	In the Negative.
Issue No. 3E	...	In the Negative.
Issue No. 3F	...	In the Negative.
Issue No. 4	...	As per final order.
Issue No. 5	...	As per final order.

REASONS

Issue No.: 1

18. Discernibly, the Party I has claimed that he was employed by Party II as a general worker since 1988 and when he approached Party II on 29-4-1994, he was refused employment with effect from August 1993. He also stated that Party II appointed him and asked him to work in various companies of Party II whenever vacancies existed in any of the companies of CMM Group and that he was employed for three months each time and

thereafter was given a break for one month. He also claimed that as per common seniority list, the senior most temporary worker was regularized. The Party II has admitted that they had engaged the temporary workers to provide to partner companies and that the Party I was sent to work for M/s CFL Pharmaceuticals as he was found suitable to work. The Party II has also claimed that he was issued a letter of appointment dated 24-6-1993 stating that the temporary employment would last unto 31-7-1993. The said letter of appointment has not been produced by the Party II to prove its case of temporary employment.

19. It is claimed by Party II that the workman worked from 1-6-1993 to 31-7-1993 as temporary worker for a total of 79 days during this period including leave and holidays, however it is not possible to work for 79 days as claimed by the company in above 61 days period as per the case of company. In any case, it gives credence to the case of Party I that he was employed even prior to 1-6-1993 as claimed by him. The Party I has denied regarding temporary workers being taken to meet exigencies and has claimed that all temporaries were called after the break as per the seniority and confirmed in permanent vacancy available and that junior workers were reemployed and regularized but he was not allowed to work. He also claimed that from August 1993 he was not given work by M/s CFL Pharmaceuticals Ltd. and from 1998 to 2001 he was working for Crompton Greaves and for the first time he worked in M/s CFL Pharmaceuticals Ltd. in the year 1991. The above fact has not been specifically denied by Party II. It is therefore clear that he was employed regularly with breaks by CACS firm.

20. The Witness No. 2 of the Party I, Shri Puti Gaonkar has claimed that as per Clause 21 of the Settlement of Exh. W-1, temporaries were entitled for confirmation whenever vacancies arose and that the Party II has displayed the list of temporaries who were to work with Colfax Laboratories on 25-11-1992 and that the workers in the said list were confirmed in different companies of CMM Group. He also claimed that the list of workers at Exh. W-3 was handed over to CMM Group which indicates that the list of temporaries was taken in different companies of Party II since 1994 and that all the temporaries in the said list were junior to the Party I workman. The workman has also claimed in his cross examination on 23-2-2017 that from August, 1993 he was not given work by M/s. CFL Pharmaceuticals Ltd. which has not been denied by the Party II.

21. The evidence led by Party II(5), M/s. Beiesdorf (I) Ltd., through Praful Patil is also discrepant on the aspect of Party I working with Party II. He has claimed that he was not involved with the company prior to 2016 and therefore he cannot say what services were being taken from Party II(1). The witness of Party II(4), M/s. Wallace Pharmaceuticals, Shri Eurico Noronha has also stated that no dues were paid to the employees of CACS firm at the time of retirement of Wallace and that all the partners of CACS were availing services of workers on the roll of CACS firm and that CACS and Wallace were at walking distance. The Party II(3), M/s. CFL Ltd. has examined one Shri Uday Deshpande. His deposition also does not help the Party II as he was not involved with the company prior to 2009. One Elvina Menezes has deposed on behalf of M/s. Colfax Laboratories who has claimed that she has not seen the documents mentioned by her in her affidavit and does not know who the partners of the Partnership were. The Party I has thus proved that he was employed with the Party II since 1988 as a general worker. It is therefore, issue No. 1 has to be answered in the affirmative.

Issue No.: 2

22. Needless to mention, the workman was employed from 1988 till his date of refusal of employment till August, 1993. The evidence clearly shows that the Party I workman was employed with CACS firm and was at the time of refusal working with the CFL Pharmaceuticals Ltd. regularly with breaks by CACS firm from 1988 onwards and therefore it can be safely concluded that the Party I was in continuous service for one year within the meaning of Section 25-B of the Industrial Disputes Act. The breaks given are not due to any fault on the part of Party I as contemplated by Section 25-B and therefore the breaks which were given amounted to cessation of work and therefore for the purpose of Section 25-B, he would be considered in continuous employment as rightly pointed out by Ld. Adv. Shri S. Gaonkar for the Party I. It is thus clear that the workman has completed one year of continuous service in terms of Section 25-B(1) and the employer has not followed the mandate of Section 25-F. The fact that the Party I was refused employment is also beyond doubt as the list at Exh. W-3 clearly shows that the temporaries who joined after 1994 were taken on probation by partner companies and since the name of the Party I was not reflected in the said list, it was clear that he was refused employment. The Party I has thus proved that Party II illegally and without justification refused

employment to him from August, 1993. It is therefore, the issue No. 2 is answered in the affirmative.

Issues No.: 3 and 3(d)

23. Ld. Adv. Shri Singbal for Party II(4) has submitted that it is the burden of workman to prove that he was a regular employee preceding termination and worked continuously for 240 days and that the evidence is totally missing as letter of appointment, salary slips have not been produced nor have witnesses been adduced in this behalf. He further submitted that there is no employer-employee relationship and the Party I has not proved that he was on the roll of CFL Pharmaceuticals Ltd. or CACS firm at any time and therefore the scope of reference cannot be widened. Per contra, Ld. Adv. Shri S. P Gaonkar for the Party I has submitted that the CACS has taken a stand that the Party I is not a workman as defined under Section 2(s) of the Industrial Disputes Act and that the Tribunal has no jurisdiction to decide the reference, nor CACS has led any evidence nor partner companies have challenged the status of Party I workman under the Industrial Disputes Act and therefore, the above issues be answered in the negative.

24. There is also no dispute that the Party I has claimed that he has been employed since 1998 with CMM Group and since 1991 with CFL Ltd, which has gone unrebutted. The Party I has also explained how he was being given artificial breaks of one month and again employed for 3 months which has not been rebutted with contrary evidence by Party II. The workman has shown that he was in continuous service for one year in terms of Section 25-B. There is no requirement in law that in all cases the workman has to prove that he has worked for 240 days in order to obtain reliefs. Needless to mention, the concept of showing completion of 240 days is mentioned in Section 25-B of the Act, which opens with the words 'for the purposes for this Chapter' (Chapter V-B of the Act). Section 25-F bars an employer from retrenching any employee who has been in continuous service for not less than one year and to take the benefit of Section 25-F, the workman must show that he has been in continuous service for one year or more. The Party I workman has shown that he was with CMM Group since 1988 and with CFL since 1991. Continuous service as defined in Section 25-B is in two parts. sub-clause 1 says that the workman will be said to be in continuous service for a 'period', if for that period he is in 'uninterrupted service' which

includes breaks due to sickness, authorised leave, accident or legal strike, which in other words mean that sub-clause 1 deals with he being in service and not actual working of one year or more.

25. On the other hand, as rightly submitted by Ld. Adv. Shri Gaonkar, sub-section 2 starts with the expression '*where workman is not in continuous service within the meaning of Clause 1 for a period of one year.....*' which clearly shows that sub-clause 2 comes into play only if the case is not covered under sub-clause 1. Sub-clause 2 is a deeming fiction by which if the workman is not covered under sub-clause 1, then he has to only show that during the last 12 months from termination, he has actually worked with the employer for 240 days. Once the workman proves that he has actually worked with the employer for 240 days, it will be deemed to be continuous service for one year. Once, he satisfies that he has one year of continuous service, he automatically gets the protection of Section 25-F and cannot be removed unless retrenchment compensation has been paid to him. The Party I has worked since 1988 with CMM Group and since 1991 with CFL for more than 240 days. The present case therefore comes within sub-clause 1 of Section 25-B and therefore there is no requirement to show actual working of 240 days as held by the Hon'ble Bombay High Court in the case of **Sarita S. Melwani (Mrs.) vs. Pallavi V. Talekar & Ors., (2008) 2 CLR 679**. The Party II has thus failed to prove that the Party I is not a workman or that the Tribunal has no jurisdiction to decide the reference and/or that there is no employer-employee relationship between them and Party I. It is therefore, issue No. 3 and 3-D have to be answered in the negative.

Issue No.: 3(A)

26. Discernibly, the Party II have not led any evidence with respect to above issue whether the reference is null and void and liable to be rejected and therefore, the above issue is answered in the negative.

Issue No.: 3(B)

27. Ld. Adv. Shri P. Chawdikar for the Party II(3) has submitted that the Party I has not adduced any evidence to prove that the dispute raised by Party I is an industrial dispute and in the absence of the materials, the claim put forth by the Party I deserves no consideration and therefore, the above issue be answered in the negative. However, as rightly submitted by Learned Advocate Shri S. P. Gaonkar for Party I, the technical points raised

by the Party II are not tenable in view of Section 2-A of the Industrial Disputes Act which makes all disputes in relation to termination of service, a deemed industrial dispute as Section 2-A clearly provides that whenever the employer terminates the services of an individual workman, it is deemed to be an industrial dispute. Hence, the above issue is answered in the affirmative.

Issue No.: 3(C)

28. Needless to mention, the Party II(3) has not shown by way of evidence that the Party I has not given any justification for the demands/claim raised by him. The above issue therefore is answered in the negative.

Issue No.: 3(E)

29. Ld. Adv. Shri G. K. Sardessai for Party II(5) has submitted that on the dissolution of the company CACS Pvt. Ltd. and on appointment of the Liquidator, the reference does not survive and any claim of the workman lies before the Official Liquidator appointed pursuant to the order of Hon'ble High Court dated 22-6-2007. He further submitted that in terms of the case of **Silcal Workers' Union(CITU), Palakkad vs. Silcal Metallurgic Limited and anr., 2014 (1) LLN 493 (Mad.)**, and the order of the Tribunal in the case of **Uttam Jagtap and 121 ors. vs. Director, Amiantit Fibreglass Pvt. Ltd.** wherein it has been held that the Tribunal will have no jurisdiction to entertain or dispose the proceedings in respect of termination of the employee as the said exercise of the jurisdiction of the claim of the workman has to be carried out by the Official Liquidator appointed by the Hon'ble High Court.

30. Ld. Adv. Shri Sardessai has further submitted that the Party II(5) in view of notice dated 29-2-2000 and a Deed of Retirement dated 18-4-2000 stood legally and lawfully retired as the partner of CACS Pvt. Ltd. and consequent upon the retirement, the Party II(5) has been absolved of all the liabilities and responsibilities of erstwhile partnership. The services of the workman was allegedly terminated w.e.f. August, 1993 and as the Party II has retired from the partnership from 18-4-2000, the retiring partners shall not be liable for demands of the employees and workers by virtue of earlier settlement or otherwise and the circumstances under which the alleged termination of the workman is effected is not known to the Party II(5). The Party II was also not a signatory to the purported Minutes of understanding dated 30-4-1996 and therefore any such minutes allegedly signed cannot be enforced on Party II in view of retirement of Party II(5) from earlier partnership.

31. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted and rightly so that the opposite parties have been contending that they have retired from the partnership and also that all liabilities are upon CACS Pvt. Ltd. which had taken over the partnership firm as being the last partner before dissolution and that it has been contended that since winding up is pending against CACS Pvt. Ltd., before Official Liquidator, no award can be passed. He further claimed that when a particular Party contends that either they have retired from the partnership or that new partners have been added or even further that the firm itself has been dissolved, it is mandatory that the retirement, dissolution and addition must be proved by leading evidence of the procedure contemplated for these things under the Partnership Act, 1932.

32. Admittedly, the Deed of Retirement is not on record. Public Notices and notice in Official Gazette which is mandatory for retirement, addition and dissolution as per Section 72 of the Partnership Act, 1932 have also not been produced. It is therefore for all legal purposes, the partnership firm continues to be in existence and all partners are liable notwithstanding their retirement. The law in this regard has been settled. In **Anil Kumar Singh vs. Smt. Kanak Prabha Dutta & Ors. Etc., 2003 ALL LJ 2015** the Hon'ble Allahabad High Court has held that in absence of evidence of retirement in the prescribed manner under the Act, the partners continue in the partnership. Further, there is no obligation upon the Party I workman to challenge the retirement, dissolution or addition. In **State of Kerala and Ors. vs. Saroja and Ors., AIR 1987 Ker 239**, it has been held that when a partner pleads exemption from liability under Partnership Act, he has to prove the retirement, dissolution, addition, etc. even if the other side does not dispute the same.

33. Moreover, there is no effect of winding up of the CACS Pvt. Ltd. as firstly, it is no longer a Party in the present proceedings. Secondly, in the case of **B.V. John and Ors. vs. Coir Yarn & Textiles Ltd, AIR 1960 Ker 247**, the Hon'ble Kerala High Court has taken a view that the winding up of a company does not affect a reference under the Industrial Disputes Act, 1947. Moreover, since the claim is against the M/s CACS which is a partnership firm and not against any particular company under the Companies Act, the Official Liquidator appointed by the Hon'ble High Court is not a necessary Party to the present reference and therefore, the submissions of learned Advocates for Party II as stated above and the reliance placed on the above citations pales into insignificance. Hence, the above issue is answered accordingly.

Issue No.: 3(F)

34. Ld. Adv. Shri G. K. Sardessai, Ld. Adv. Shri P. Chawdikar and Ld. Adv. Shri Singbal for the Party II have submitted that in view of order dated 3-2-2005 of the Court, the successor-in-interest is CACS Pvt. Ltd. after dissolution and therefore the said company is a necessary and proper party, however the workman had allowed deletion of the said party and therefore the prayer for re-instatement is infructuous. They further submitted that as per Clause 29 and 30 of the Deed of Dissolution dated 1-8-2000, they are not liable for any dispute raised by Party I. The Partnership firm of CACS with surviving partner Mr. Carlos Menezes was dissolved by Deed of Dissolution dated 1-8-2000 and accordingly CACS Pvt. Ltd. took over all the assets and liabilities. The Party I was a temporary worker and his services came to an end by efflux of time and therefore there is no question of termination or refusal of services.

35. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted and rightly so that the so called Deed of Dissolution has not been brought on record by any of the parties. Moreover, the Deed of Retirement has no effect on the past liability of the partners in view of Section 32 of the Partnership Act. Moreover, since the above partners have retired w.e.f. 18-4-2000, they cannot take the benefit of subsequent Deed of 1-8-2000. There is however no agreement between the retiring partners, workman and the remaining partners with respect to extinction of the liability of the said partners. It is therefore the Party II(1) and its partner companies continue to be liable towards the claim of the Party I.

36. The next question is whether the partner companies are personally liable for the acts done by partnership firm. In the case of **Ashutosh vs. State of Rajasthan and Ors., (2005) 7 SCC 308**, it has been clearly held by the Hon'ble Apex Court that every partner is personally liable for the acts done by the partnership firm. There is no dispute that when the Party I was appointed and refused services in the company, all the above partner companies of the Party II were in existence and therefore it is not open for the Party II to submit that the claim of the workman is limited to the assets and liabilities of the firm which has now been taken over by the CACS Pvt. Ltd. The Apex Court in the case of **Income Tax Officer (III) and Anr. vs. Arunagiri Chettiar, (1996) 9 SCC 33**, has observed that the Section 25 of the Partnership Act does not make a distinction between a continuing partner or erstwhile partner. Its

principle is clear and specific namely that every partner is liable for all the acts of the firm done as he is a partner jointly along with other partners and also severally. Therefore, it cannot be held that the said liability ceases merely because a partner has ceased to be partner subsequent to said period.

37. It is therefore the partner companies are jointly and severally liable for the acts done by the partnership firm. There also cannot be any dispute that under Section 25 of Partnership Act, any award passed against the firm M/s. CACS will bind all the partners as the liability is joint and several including the partners who have since retired. The erstwhile partners are also liable in addition to the position carved out in Section 32 of the Act where the retiring partners remain liable to third parties unless an agreement is entered into. It is also alleged that all the partners have not been brought on record, however, the said fact is not a defect which makes a reference non maintainable. The reference is in the name of partnership and the CACS is the partnership firm and all the partners are subsequently added.

38. It is well settled in the case of **Gambhir Mal Pandiya (since deceased) and Ors. vs. J. K. Jute Mills Co. Ltd., Kanpur and Anr., AIR 1963 SC 243**, wherein it is clearly held that the rigours of CPC does not apply to the Industrial adjudication and Section 18 makes it clear that the award is binding on the heirs/assigns of the employer even if he is not personally added as party and therefore the objection that the other partners have not been added is not tenable under Industrial law. Moreover, the reconstitution of the partnership firm has never been shown nor any light has been shed on it. It is also well settled that when the reconstitution of the firm is not bonafide and is in order to defeat liabilities of workers, the Tribunal has jurisdiction to ignore the same as explained by the Hon'ble Gujarat High Court in **Saini and Company vs. Gujarat Engineering and General Kamgar Union, 2013 SCC online Guj 804** as well as in the case of **M/s. Hinduja Casuals vs. A. Vitthal Rao and Ors., (1990) 4 Kant LJ 244** and therefore the above submission of Ld. Adv for Party II cannot be accepted having any merits. Hence, the above issue is answered in the negative.

Issue Nos.: 4 & 5:

39. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted that the factors to be considered for relief of reinstatement with full back wages and in the alternative for lumpsum compensation are that (i) The workman is currently 48 years of age and

has quite many years of service left in him; (ii) the refusal of employment was without following Section 25-F or even Section 25-G as juniors were absorbed by the Employer; (iii) the litigation has taken almost 18 years; (iv) workman has made a statement in his chief that he is unemployed from the date of refusal. Also, he has explained that during the pendency what work he was able to get and the duration for which he has worked; (v) his juniors were absorbed by the partner companies; (vi) he missed out on the benefits of the Minutes of Understanding 30-4-1996 because his services were illegally terminated and therefore he prayed that the workman be granted reinstatement with full back wages and continuity of service. Per contra, Ld. Advocates for Party II companies have submitted that the Party I has failed to prove any case in his favour. They further submitted the Apex Court in the case of **The Management of Regional Chief.....vs. Their workmen Rep. by District.....** in Civil Appeal No. 9832 of 2018 passed on 20-9-2018 has held that back wages could not be awarded as a matter of right to the workmen consequent upon setting aside of the dismissal/termination order or direct his reinstatement as it is necessary for the workman to plead and prove with the aid of evidence that after the dismissal from service, he was not gainfully employed anywhere and had no earnings to maintain himself and his family and the employer is also entitled to prove it otherwise and therefore the workman is not entitled for any reliefs.

40. In the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., 2014 II CLR 813**, the Division Bench of Hon'ble Bombay High Court has held that if the order of termination is void ab initio, the workman is entitled to re-instatement with full back-wages. The relevant Para 22 of the decision is extracted hereunder:-

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities.

They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or Court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back-wages. If the employer wants to deny back-wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back-wages to an employee, who has suffered due to an illegal act of the employer, would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back-wages including the emoluments."

41. The question therefore is what reliefs the Party I/workman is entitled to, once it is held that the refusal/termination is illegal, whether he is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

42. Needless to mention, ordinarily a workman whose service has been illegally terminated/refused would be entitled to full back wages except to the extent he was gainfully employed during the enforced idealness. The Court may substitute re-instatement by compensation on justifiable ground viz. where the industry is closed or where the employee has superannuated or going to retire shortly and no period of service is left to his credit or where workman has been rendered incapacitated to discharge the duties and is not fit to be reinstated or when he has lost confidence of the management to discharge duties. The case of Party II does not fall in any of the categories mentioned above so as to justify compensation to the Party I in lieu of reinstatement. The Party I is 48 years of age as of now and hence, he has substantial years of service left in him.

43. The Party I has proved that the refusal of his services is illegal and without following the principles of natural justice. The employer has refused the services of Party I w.e.f. August, 1993. The workman has pleaded as well as deposed that he is unemployed which is the only requirement for claiming relief of reinstatement with back wages as it is well settled that when the action of the employer is in gross violation of principles of natural justice, the Tribunal would be fully justified in granting full back wages. There are no pleading or evidence on behalf of the employer that the workman was gainfully employed after the refusal of service. It is also well settled that in cases of wrongful termination/refusal of service, reinstatement with continuity of service and back wages is a normal rule. The Party II companies have not followed the mandate of Section 25-F of the Act and therefore refusal of employment to Party I from August 1993 is illegal and void and therefore, Party II (1) and its partner companies are jointly and severally liable for the reliefs claimed.

44. The company is still functioning and is carrying on business at Ponda including partner, Beiesdorf. The partners can decide where to accommodate the Party I workman. The other co-employees working with the workman were regularized in due course as per the settlement whereas the Party I workman was refused employment. The Party I would have received benefits of the Memorandum of Understanding had his services not been refused illegally. The last drawn salary can be easily deduced from the Settlement dated 21-3-1992 at Exh. W-1 which was in force during the refusal of employment and was signed by all the partner companies. A general worker would be in Grade IV under the settlement and since the practice was to take temporaries on probation after absorption, the case would be covered under Clause 19 of the settlement, which speaks about the entry point in service. The Party II has not produced any documents to show that it is running in loss, closed down or is in severe financial doldrums or that the Party I has been employed or secured better permanent employment elsewhere. The Party I having proved that the employer terminated/refused his services illegally and that the refusal is motivated and found to be invalid and that the employer has taken away his right to work, contrary to the relevant law and has deprived him of the earnings, the Party I is entitled for the reliefs claimed.

45. In the result, I pass the following:

ORDER

- (i) The reference stands allowed.
- (ii) It is hereby held that the action of the management of Party II(1) M/s. CMM Group of Companies, Curti, Ponda, Goa and its partner companies in the reference in refusing employment to the workman, Shri Navnath Gaonkar with effect from August, 1993 is illegal and unjustified.
- (iii) The Party II(1) and its partner companies in the reference are jointly and severally directed to reinstate the services of the Party I, Shri Navnath Gaonkar, with full back wages, continuity in services and consequential benefits attached to the post.
- (iv) The Party II(1) and its partner companies in the reference are jointly and severally directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (v) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary
Law (Establishment) Division

Order

No. 2/65/2016-LD(Estt)/1721

The Government of Goa is pleased to order the posting to the following Civil Registrar-cum-Sub-Registrars, on promotion, Group 'B', Gazetted Officers of Registration Department, Panaji, with immediate effect:-

Sr. No.	Name of the staff	To be posted as
1.	Shri Manuel Vales	Jt. Civil Registrars-cum-Sub-Registrar, Salcete-II.
2.	Smt. Dalila P. Rodrigues	Jt. Civil Registrars-cum-Sub-Registrar, District Registrar, South.

The above Officers shall draw their pay and allowances against their respective posts from the

date of acceptance/joining to the post of Civil Registrars-cum-Sub-Registrar. They shall complete the process of handing over/taking over of charge with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 26th October, 2020.

Department of Mines
Directorate of Mines & Geology

Order

No. 01/112/2016/PER/ADM/MINES/PART/1438

Government is pleased to accept the technical resignation tendered vide letter dated 05-10-2020 by Shri Mahesh Mayekar, Assistant Geologist of Directorate of Mines & Geology, Panaji-Goa with immediate effect in order to join the post of Assistant Professor, Earth Science in the School of Earth, Ocean and Atmospheric Sciences at Goa University, Taleigao Plateau, Goa.

Government has also accorded approval to the request of Shri Mahesh Mayekar to maintain lien for the post of Assistant Geologist of Directorate of Mines & Geology, Panaji-Goa for a period of two years as per the provision under F.R. 13.

By order and in the name of the Governor of Goa.

Vivek H.P., IAS, Director/Head of Department (Mines & Geology).

Panaji, 29th October, 2020.

Order

No. 96/199/87/IIR-Mines/1458

Read: 1. Government Order No. DMG/MMDR/37VIO/02/2014/3342 dated 05-01-2018 published in the Official Gazette No. 41, Series II dated 11th January, 2018.

2. Government Order No. 96/199/87/IIR-Mines/8477 dated 28-03-2019 published in Official Gazette No. 1, Series II dated 4th April, 2019.

3. Government Order No. 96/199/87/IIR-Mines/11003 dated 02-01-2020 published in Official Gazette No. 1, Series II dated 9th January, 2020.

In supersession of the Orders read at preamble, in exercise of the powers conferred by Rules 17 & 18 of the Rules of Business of the Government of

Goa, and sub-section (2) of Section 26 of the Mines and Minerals (Development and Regulation) Act, 1957; the Director of Mines & Geology, Government of Goa, is hereby delegated the powers of the State Government to hear and dispose of the matters in terms of Rules 37 & 38 of the Mineral Concession Rules, 1960, as existed, with immediate effect.

By order and in the name of the Governor of Goa.

Parimal Rai, IAS, Chief Secretary/Principal Secretary (Mines).

Panaji, 30th October, 2020.



Department of Official Language and Public Grievances

Directorate of Official Language

Order

No. 8/44/2015/DOL/Sch-Pub/Part/342

The Government is pleased to reconstitute the Evaluation Committee under "Scheme for publication in Official Language 2008", consisting of the following members:

- | | | |
|--|---|----------------------|
| 1. Dr. Bhushan Bhave
(Head of Department,
Konkani, PES College,
Farmagudi, Ponda) | — | Chairman. |
| 2. Dr. Prakash Parienkar
(Associate Professor,
Department of Konkani,
Goa University) | — | Member. |
| 3. Dr. Sunita Umraskar
(Associate Professor,
Department of Marathi,
Goa University) | — | Member. |
| 4. Shri Sushant
Mandrekar(Publisher) | — | Member. |
| 5. Director of Official
Language | — | Member
Secretary. |

The terms of reference to the Evaluation Committee shall be as under:

- i) To set the criteria for evaluation and evaluate the manuscripts.
- ii) To recommend the manuscripts for publication.
- iii) To decide on the appointment of subject-expert, if necessary.
- iv) Any other matter related to scheme.

The tenure of the committee shall be for the period of three years from the date of publication of this order in Official Gazette.

The non-official members of the committee shall be entitled for seating honorarium admissible as per the Government orders in force.

This issues with the approval of the Government vide U.O. No. 6127/F dated 14-10-2020.

By order and in the name of the Governor of Goa.

Sagun Velip, Director & ex officio Joint Secretary (Official Language).

Panaji, 26th October, 2020.



Department of Panchayati Raj and Community Development

Order

No. 1/09/DP/Apt.GSEC/2016/7030

The Governor of Goa hereby accepts the resignation tendered by Shri R. K. Srivastava, IAS (Retd.) from the post of the Commissioner of the Goa State Election Commission with effect from the 30th day of October, 2020.

By order and in the name of the Governor of Goa.

Narayan Gad, Director & ex officio Jt. Secretary (Panchayats).

Panaji, 3rd November, 2020.

Order

No. 1/09/DP/Apt./GSEC/2016/7031

In pursuance of Clause (1) of Article 243-K of the Constitution of India read with sub-section (1) of Section 237 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994), the Governor of Goa hereby appoints Shri Chokha Ram Garg (IAS), Secretary (Law) as the Commissioner of the Goa State Election Commission, in addition to his own duties, till further orders.

By order and in the name of the Governor of Goa.

Narayan Gad, Director & ex officio Jt. Secretary (Panchayats).

Panaji, 3rd November, 2020.

Department of Personnel

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Order

No. 6/13/2017-PER/4077

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the Officer	Posted as
1.	Shri Dashrath M. Redkar, Director, Settlement and Land Records	Director, Environment.
2.	Shri Johnson B. Fernandes, Director, Environment	Director, Settlement and Land Records.
3.	Shri Santosh Kundaikar, Director, State Lotteries	Secretary, Goa Rehabilitation Board.
4.	Smt. Sushma Kamat, Secretary, Goa Rehabilitation Board	Director, State Lotteries.
5.	Shri Arvind Khutkar, Additional Collector-III, South, Ponda	Registrar of Co-operative Societies.
6.	Ms. Biju R. Naik, Registrar of Co-operative Societies	Joint Secretary, General Administration Department.
7.	Shri Gourish Kuttikar, Joint Secretary, General Administration Department	Additional Collector-III, South Ponda

Shri Sanjiv Gadkar, Administrator of Sanjivani Sakhar Karkhana Ltd., shall also hold additional charge of Special Land Acquisition Officer, Mopa Airport.

Smt. Meena Naik Goltekar, Project Director, DRDA South, shall hold additional charge of M.D., Goa State SC, OBC Finance Development Corporation and Member Secretary, Goa State Commission for Backward Classes.

Shri Santosh Kundaikar, shall draw the salary from Leave and Training Reserve, until further orders.

The Officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 30th October, 2020.

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Order

No. 7/28/2017-PER/4078

Read: Order F. No. 14020/01/2020.UTS-I dated 29-09-2020.

The Governor of Goa is pleased to relieve Smt. Isha Khosla, IAS (AGMUT:2011), Resident Commissioner, Goa Sadan, New Delhi from the State Administration with effect from 13-11-2020 (a.n.) to join the new posting at Delhi.

Deputy Resident Commissioner, Goa Sadan, New Delhi shall hold the charge of Resident Commissioner, Goa Sadan in addition to his own duties.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 30th October, 2020.

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Order

No. 13/16/2015-PER(A)/4085

Read: 1) Order No. 13/16/2015-PER (A)/2989 dated 19-11-2018.

2) Order No. 13/16/2015-PER (A)/3219 dated 21-11-2019.

3) Order No. 13/16/2015-PER (A)/3219 dated 14-01-2020.

The Governor of Goa is pleased to extend the contractual appointment of Shri P. Mathew Samuel, (IAS) (Retd.), Director General, Goa Institute of Public Administration and Rural Development (GIPARD) for a further period of two months w.e.f. 01-11-2020 to 31-12-2020.

The extension is also subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).
Porvorim, 30th October, 2020.

Department of Public Health

Order

No. 25/12/2019-I/PHD/3423

On the recommendation of the Screening Committee, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 07 years in Grade Pay of Rs. 8,700 in PB-4 including the service rendered in the pre-revised scale of Rs. 14,800-18,800 or 20 years of regular service are granted 4th financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The Officers may exercise an option in terms of F.R. 22 (I) (a) (1) if he/she so desires within one month from the date of issue of his/her Order for fixing pay in the 4th financial upgradation under Dynamic Assured Career Progression Scheme.

Each Officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the budget head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE

4th Financial Upgradation under Dynamic Assured Career Progression Scheme**(For Doctors appointed in Grade Pay of Rs. 5,400/- in Pay Band-3 under Directorate of Health Services)**

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Manish Narayan Gaunekar, Health Officer	09-05-1996	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	09-05-2016.
2.	Dr. Rashmi Kamat alias Khandeparkar, Health Officer	13-05-1996	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	13-05-2016.
3.	Dr. Vallabh Ganpat Nadkarni, Health Officer	20-11-1996	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	20-11-2016.
4.	Dr. Vidhya Anand Naik alias Parab, Health Officer	25-11-1996	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	25-11-2016.
5.	Dr. Roshan Andrew Nazareth, Health Officer	19-03-1997	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	19-03-2017.
6.	Dr. Sunita Vasant Redkar alias Sunita Sunil Arlekar, Medical Officer	20-11-1996	G.P – Rs. 8,700 in PB-4	G.P – Rs. 10,000/- in PB-4	20-11-2016.

1	2	3	4	5	6
7.	Dr. Paresh P. Prabhu Lawande, Medical Officer	09-06-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	09-06-2017.
8.	Dr. Damodar J. Raiker, Medical Officer	31-07-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	31-07-2017.
9.	Dr. Lalitha Umraskar, Medical Officer	16-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	16-10-2017.
10.	Dr. Samita Bhiva Gauns, Medical Officer	29-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	29-10-2017.
11.	Dr. Sabrina Felomena Falcao (Voluntary Retirement), Ex-Medical Officer	16-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	16-10-2017.
12.	Dr. Socorro Quadros, Medical Officer	15-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	15-10-2017.
13.	Dr. Damodar P. Sinai Narvencar, Medical Officer	20-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	20-10-2017.
14.	Dr. Dinesh Krishna Parab, Medical Officer	20-10-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	20-10-2017.
15.	Dr. Smita Uttam Parsekar, Medical Officer	26-11-1997	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	26-11-2017.
16.	Dr. Megha M. Dalvi alias Megha Datta Kudchadkar, Medical Officer	16-03-1998	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	16-03-2018.
17.	Dr. Maria J. C. Mascarenhas, Medical Officer	05-03-1998	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	05-03-2018.
18.	Dr. Manguirish G. Audi, Medical Officer	18-06-1998	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	18-06-2018.
19.	Dr. Deelip Kuncolienkar alias Dilip A. Cuncolikar, Medical Officer	19-03-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	19-03-2019.
20.	Dr. Benedita Dias, Medical Officer	24-05-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	24-05-2019.
21.	Dr. Wilson J. Fernandes, Medical Officer	10-05-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	10-05-2019.
22.	Dr. Idinha D'Costa alias Sidhi Kansar, Medical Officer	24-06-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	24-06-2019.
23.	Dr. B. P. N. Mallika, Junior Gynaecologist	12-01-1995	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	12-01-2015.
24.	Dr. Vanita D. Talaulikar, Senior Radiologist	01-04-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	01-04-2019.
25.	Dr. Lizette F. C. De Souza, Public Health Dentist	28-01-1999	G.P. – Rs. 8,700 in PB-4	G.P. – Rs. 10,000/- in PB-4	28-01-2019.

Order

No. 25/18/2019-I/PHD/3425

On the recommendation of the Screening Committee, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 04 years in Grade Pay of Rs. 5,400 in PB-3 including the service rendered in the pre-revised scale of Rs. 8000-13,500 are granted 1st financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The Officers may exercise an option in terms of F.R. 22 (I) (a) (1) if he/she so desires within one month from the date of issue of his/her Order for fixing pay in the 1st financial upgradation under Dynamic Assured Career Progression Scheme.

Each Officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the budget head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE

1st Financial Upgradation under Dynamic Assured Career Progression Scheme**(For Doctors appointed in Grade Pay of Rs. 5,400/- in Pay Band-3 under Directorate of Health Services)**

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Shubhada S. Mandrekar, Medical Officer	01-07-2009	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-07-2013.
2.	Dr. Mrudul Meenanath Naik, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
3.	Dr. Navjyot Aldonkar, Medical Officer	16-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	16-04-2020.
4.	Dr. Sumentha Dsouza, Medical Officer	05-05-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-05-2020.
5.	Dr. Aarti Vasantrao Divkar, Medical Officer	05-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-04-2020.
6.	Dr. Gaurish Tulsidas Ganjekar, Medical Officer	18-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	18-04-2020.
7.	Dr. Navin Nanu Shirodkar, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
8.	Dr. Ankita Sukhanand Mashelkar, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.

1	2	3	4	5	6
9.	Dr. Afreen Motiwala, Medical Officer	02-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	02-04-2020.
10.	Dr. Shradha Uday Chodankar, Medical Officer	24-06-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	24-06-2020.
11.	Dr. Querida Junella Fernandes, Medical Officer	07-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	07-04-2020.
12.	Dr. Amey Tanaji Raikar, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
13.	Dr. Varsha Vithal Kerkar, Medical Officer	02-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	02-04-2020.
14.	Dr. Joyce Meera Barreto, Medical Officer	15-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	15-04-2020.
15.	Dr. Arya Anand Shirodkar, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
16.	Dr. Pundalik Vasant Gawandi, Medical Officer	06-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	06-04-2020.
17.	Dr. Sonali Ulhas Gosavi, Medical Officer	02-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	02-04-2020.
18.	Dr. Sneha Mayur Naik, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
19.	Dr. Amresh Nishikant Naik, Medical Officer	01-06-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-06-2020.
20.	Dr. Pranita Yadnesh Satardekar, Medical Officer	01-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-04-2020.
21.	Dr. Priteeja Rajaram Parab, Medical Officer	02-04-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	02-04-2020.
22.	Dr. Pooja Y. Prabhu alias Mahambrey, Junior Anaesthetist	30-06-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	30-06-2016.
23.	Dr. Shweta Jambhale, Junior Anaesthetist	15-12-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	15-12-2016.
24.	Dr. Ameeta Viraj Namshikar, Junior Anaesthetist	05-01-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-01-2017.
25.	Dr. Divya Monteiro Pai, Junior Anaesthetist	01-06-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-06-2020.
26.	Dr. Anuradha Ghanekar, Junior Paediatrician	05-01-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-01-2017.
27.	Dr. Anusha Kerkar alias Kholkar, Junior Paediatrician	27-01-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	27-01-2018.

1	2	3	4	5	6
28.	Dr. Vinda Vidhyadhar Arlekar, Junior Paediatrician	28-03-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	28-03-2020.
29.	Dr. Anthony Judas Lawrence Gomes, Junior Gynaecologist	01-10-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-10-2016.
30.	Dr. Beena Paresh Desai, Junior Gynaecologist	26-12-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	26-12-2016.
31.	Dr. Madhumita Tripaty, Junior Gynaecologist	24-12-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	24-12-2016.
32.	Dr. Vinda Gaurav Pai Dukle, Junior Gynaecologist	14-12-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	14-12-2016.
33.	Dr. Nelishka Evelyn Marina Gomes, Junior Pathologist	30-07-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	30-07-2017.
34.	Dr. Pallavi Anup Kolvalkar, Junior Radiologist	12-12-2011	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	12-12-2015.
35.	Dr. Shravani Govind Desai, Junior Radiologist	01-03-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-03-2017.
36.	Dr. Sudin Madhukar Naik, Public Health Dentist	12-07-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	12-07-2018.
37.	Dr. Ruby Ramnath Naik, Public Health Dentist	04-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	04-03-2018.
38.	Dr. Ketaki D. Chodankar, Public Health Dentist	05-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-03-2018.
39.	Dr. Purnima Shankar Shirodkar, Public Health Dentist	05-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-03-2018.
40.	Dr. Harish Damodar Sawant, Public Health Dentist	06-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	06-03-2018.
41.	Dr. Amar Vijay Govekar, Public Health Dentist	10-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	10-03-2018.
42.	Dr. Sylvia Colaco, Public Health Dentist	05-03-2014	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	05-03-2018.
43.	Dr. Shishir S. Kamat, Public Health Dentist	30-05-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	30-05-2020.
44.	Dr. Damodar alias Swapnil Subhash Arsekar, Junior Physician	13-03-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	13-03-2017.
45.	Dr. Anita N. Moraskar alias Anita Amit Naik, Junior ENT Surgeon	30-05-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	30-05-2016.

1	2	3	4	5	6
46.	Dr. Nicola Barreto, Junior ENT Surgeon	01-02-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-02-2020.
47.	Dr. Swayamsidha Hiraji Andhale, Junior ENT Surgeon	01-07-2016	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	01-07-2020.
48.	Dr. Tribeni Pegu Sheth, Senior Ophthalmic Surgeon	11-06-2012	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	11-06-2016.
49.	Dr. Sweta S. Gandhi, Homeopathic Physician	11-07-2013	G.P. – Rs. 5,400/- in PB-3	G.P. – Rs. 6,600/- in PB-3	11-07-2017.

Order

No. 25/13/2019-I/PHD/3429

On the recommendation of the Screening Committee, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 04 years in Grade Pay of Rs. 7,600 in PB-3 including the service rendered in the pre-revised scale of Rs. 12,000-16,500 are granted 3rd financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The Officers may exercise an option in terms of F.R. 22 (I) (a) (1) if he/she so desires within one month from the date of issue of his/her Order for fixing pay in the 3rd financial upgradation under Dynamic Assured Career Progression Scheme.

Each Officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the budget head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE

3rd Financial Upgradation under Dynamic Assured Career Progression Scheme

(For Doctors appointed in Grade Pay of Rs. 5,400/- in Pay Band-3 under Directorate of Health Services)

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Siddhi S. Kansar alias Idniha E. D'Costa, Medical Officer	24-06-1999	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.

1	2	3	4	5	6
2.	Dr. Gayatri Kulkarni, Medical Officer	26-11-2011	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.
3.	Dr. Surekha Rao Damaskar, Medical Officer	05-11-2001	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-06-2018.
4.	Dr. Sherryl Egipsy, Medical Officer	17-02-2005	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.
5.	Dr. Sameer Ravindra Naik, Medical Officer	15-05-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	15-05-2019.
6.	Dr. Babu V. Kerkar, Medical Officer	15-05-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	15-05-2019.
7.	Dr. Shubhra S. Bhonsle, Medical Officer	02-08-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	02-08-2019.
8.	Dr. Rupesh M. Kunkalekar, Medical Officer	16-08-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	16-08-2019.
9.	Dr. Jude Ericson Victor D'Souza, Medical Officer in-charge	15-11-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	15-11-2019.
10.	Dr. Viraj V. Parab, Medical Officer	14-12-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	14-12-2019.
11.	Dr. Utkarsh K. Betodkar, Medical Officer	15-12-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	15-12-2019.
12.	Dr. James Jose, Medical Officer	08-01-2007	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	08-01-2020.
13.	Dr. Sandesh K. Fatarpekar, Medical Officer	26-12-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	26-12-2019.
14.	Dr. Sameer D. Sadekar, Ayurvedic Physician	17-11-2003	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.
15.	Dr. Anjali Shirish Dessai alias Anjali Kajarekar, Ayurvedic Physician	14-03-2007	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	14-03-2020.
16.	Dr. Savita Rajiv Naik, Ayurvedic Physician	15-03-2007	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	15-03-2020.
17.	Dr. Rakhi Kuvelkar, Senior Anaesthetist	01-12-2003	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.
18.	Dr. Manisha Anne Fernandes, Senior Anaesthetist	03-10-2005	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	03-10-2018.
19.	Dr. Anannya V. Bhobe alias Shweta Nadkarni, Senior Anaesthetist	11-12-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	11-12-2019.
20.	Dr. Yurii Edward Egipsy, Senior Gynaecologist	01-10-2003	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.

1	2	3	4	5	6
21.	Dr. Shami Kamat, Public Health Dentist	30-04-2001	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	01-04-2018.
22.	Dr. Puja Acharya, Public Health Dentist	24-04-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	24-04-2019.
23.	Dr. Manasvi Ganpat Alve, Public Health Dentist	18-04-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	18-04-2019.
24.	Dr. Shradha S. Naik Vaingankar, Public Health Dentist	18-04-2006	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	18-04-2019.
25.	Dr. Shekhar Vasudeo Shetye, Homeopathic Physician	02-11-2005	G.P. – Rs. 7,600/- in PB-3	G.P. – Rs. 8,700/- in PB-4	02-11-2018.

Order

No. 25/13/2019-I/PHD/3428

On the recommendation of the Screening Committee, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 07 years in Grade Pay of Rs. 8,700 in PB-4 including the service rendered in the pre-revised scale of Rs. 14,300-18,300 are granted 3rd indicated upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The Officers may exercise an option in terms of F.R. 22 (I) (a) (1) if he/she so desires within one month from the date of issue of his/her Order for fixing pay in the 3rd financial upgradation under Dynamic Assured Career Progression Scheme.

Each Officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the budget head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE

3rd Financial Upgradation under Dynamic Assured Career Progression Scheme

(For Doctors appointed in Grade Pay of Rs. 6,600/- in Pay Band-3 under Directorate of Health Services)

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Saleena Naik, Senior Ophthalmic Surgeon	18-02-2004	G.P. – Rs. 8,700/- in PB-4	G.P. – Rs. 10,000/- in PB-4	01-04-2020.

Order

No. 25/18/2019-I/PHD/3424

On the recommendation of the Screening Committee, the officers of the Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 02 years in Grade Pay of Rs. 6,600 in PB-3 including the service rendered in the pre-revised scale of Rs. 10,000-15,200 are granted 1st financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in Column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The officers may exercise an option in terms of F.R. 22(I) (a) (1) if he/she so desires within one month from the date of issue of his/her order for fixing pay in the 1st financial upgradation under Dynamic Assured Career Progression Scheme.

Each officer shall give an undertaking that in case of any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the Budget Head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE**1st Financial upgradation under Dynamic Assured Career Progression Scheme**

(For Doctors appointed in Grade Pay of Rs. 6,600/- in Pay Band - 3 under Directorate of Health Services)

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Kalpana Satarkar, Senior Paediatrician	18-11-2016	G.P.- Rs. 6,600/- in PB - 3	G.P.- Rs. 7,600/- in PB - 3	18-11-2018.
2.	Dr. Ram Murthy Shastri, Senior Paediatrician	02-12-2016	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	02-12-2018.
3.	Dr. Krupa Vaman Jog, Senior Pathologist	26-06-2014	G.P.- Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	26-06-2016.

Order

No. 25/15/2019-I/PHD/3426

On the recommendation of the Screening Committee, the officers of the Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 05 years in Grade Pay of Rs. 6,600 in PB-3 including the service rendered in the pre-revised scale of Rs. 10,000-15,200 are granted 2nd financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in Column No. 6 in terms of Order No. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The officers may exercise an option in terms of F.R. 22(I) (a) (1) if he/she so desires within one month from the date of issue of his/her order for fixing pay in the 2nd financial upgradation under Dynamic Assured Career Progression Scheme.

Each officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the Budget Head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 23rd October, 2020.

ANNEXURE

**2nd Financial upgradation under Dynamic Assured Career Progression Scheme
(For Doctors appointed in Grade Pay of Rs. 5,400/- in Pay Band-3 under Directorate of Health Services)**

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Surekha Rao Damaskar, Medical Officer	05-11-2001	G.P.- Rs. 6,600/- in PB - 3	G.P.- Rs. 7,600/- in PB - 3	01-06-2014.
2.	Dr. James Jose, Medical Officer	08-01-2007	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	08-01-2016.
3.	Dr. Dipti Furtado, Medical Officer	01-02-2007	G.P.- Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	01-02-2016.
4.	Dr. Shubhada S. Mandrekar, Medical Officer	01-07-2009	G.P.-Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	01-07-2018.
5.	Dr. Satish Ramdas Komarpant, Medical Officer	01-12-2010	G.P.-Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	01-12-2019.
6.	Dr. Anjali Shirish Dessai alias Anjali Kajarekar, Ayurvedic Physician	14-03-2007	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	14-03-2016.
7.	Dr. Savita Rajiv Naik, Ayurvedic Physician	15-03-2007	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	15-03-2016.
8.	Dr. Pramod R. Bhide, Ayurvedic Physician	27-01-2011	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	27-01-2020.
9.	Dr. Manjiri M. Parsekar, Senior Anaesthetist	04-05-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	04-05-2018.
10.	Dr. Mansi S. Bhakare, Senior Anaesthetist	15-10-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	15-10-2018.

1	2	3	4	5	6
11.	Dr. Prity Sandip Shetye, Junior Paediatrician	28-05-2010	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	28-05-2019.
12.	Dr. Swecha S. Karande Kamat, Junior Paediatrician	01-04-2011	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	01-04-2020.
13.	Dr. Chetana K. Altekar, Senior Paediatrician	10-11-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	10-11-2018.
14.	Dr. Vibha Ajit Parsekar, Senior Paediatrician	05-11-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	05-11-2018.
15.	Dr. Praveena Shailesh Hede, Junior Gynaecologist	19-01-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	19-01-2018.
16.	Dr. Roohie Eknath Naik, Junior Gynaecologist	14-12-2007	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	14-12-2016.
17.	Dr. Poornima Naik, Junior Gynaecologist	17-11-2008	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	17-11-2017.
18.	Dr. Siddhi Sachin Narvekar, Junior Gynaecologist	04-09-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	04-09-2018.
19.	Dr. Wendy M. D'Mello, Public Health Dentist	18-04-2006	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	11-03-2018.
20.	Dr. Vedesh Mahadev Jalmi, Public Health Dentist	25-07-2008	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	25-07-2017.
21.	Dr. Rajesh Jogro Gaonkar, Public Health Dentist	06-07-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	06-07-2018.
22.	Dr. Sweta Subhashchandra Kamat, Public Health Dentist	29-01-2010	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	29-01-2019.
23.	Dr. Shema Ajit Shirodkar, Senior ENT Surgeon	14-09-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	14-09-2018.
24.	Dr. Poonam S. Kamat, Junior ENT Surgeon	28-08-2009	G.P. - Rs. 6,600/- in PB - 3	G.P. - Rs. 7,600/- in PB - 3	28-08-2018.

Corrigendum

No. 45/4/2008-I/PHD/3490

Read: Order No. 45/4/2008-I/PHD/3402 dated 22-10-2020.

In the second para of the Government order read in preamble, the place of posting in respect of Doctor at Sr. No. (2) shall be read as under:-

Sr. No.	Name of the doctor	Place of posting
2.	Dr. Rajendra Manohar Borkar	District Immunization Programme, Panaji.

Rest of the contents of the order dated 22-10-2020, remains unchanged.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 29th October, 2020.

Department of Public Works
Office of the Principal Chief Engineer

Order

No. 40/2/2020/PCE-PWD-Tech.Cell/114

Government is pleased to order the transfer of the following Chief Engineers of this Department and post them in the places shown against their names in column No. 4 below, with immediate effect, in public interest:

Sr. No.	Name of the officer	Present place of posting	Place of posting on transfer
1	2	3	4
1.	Shri Dinesh C. Gupta	Chief Engineer, Sports Authority of Goa, Panaji-Goa	As Chief Engineer, NH, R & B, PWD, Altinho, Panaji-Goa.
2.	Shri Umesh Kulkarni	Chief Engineer, NH, R & B, PWD, Altinho, Panaji-Goa	As Chief Engineer, Sports Authority of Goa, Panaji-Goa.

The deployment of the Officer at Sr. No. 2 on deputation and shall be governed by the terms and conditions of the Government O. M. No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 as amended from time to time of the Department of Personnel, Secretariat, Porvorim.

Further, Shri Dinesh C. Gupta, Chief Engineer shall hold the additional charge of Project Director, JICA Project, Altinho, Panaji, in addition to his own duties, until further orders.

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

U. P. Parsekar, Principal Chief Engineer/ex officio Addl. Secretary (PWD).

Panaji, 26th October, 2020.

Department of Revenue

Order

No. 35/03/01/2020-RD-I/7224

In exercise of the powers conferred by Clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899), as in force in the State of Goa, the Government of Goa hereby remits stamp duty amounting to Rs. 1,44,161/- (Rupees one lakh forty four thousand one hundred and sixty one only) chargeable under the said Act on the Deed of Lease to be executed between the Government of Goa and the Goa State Pollution Control Board, in respect of the premises admeasuring an area of 603.74 sq. mts. on the 1st Floor, Dempo Tower, Patto Plaza, Panaji-Goa, for the lease period commencing from 06-09-2018 and ending on 31-03-2021.

This issues with the concurrence of Finance (R&C) Department vide their U. O. No. 1940/F dated 11-07-2020.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 22nd October, 2020.

Notification

No. 16/8/12/2018-Rev-I/7227

In exercise of the powers conferred by the second proviso to Clause (ii) of sub-section (6) of Section 32 of the Goa Land Revenue Code, 1968 (Act No. 9 of 1969), the Government of Goa hereby exempts the Seva Sankalp, an N.G.O., having its Office at Rangraj building, 3rd Floor, Shellar, Canacona, Goa, a Society registered under the Societies Registration Act, 1860 (Act No. 21 of 1860), under No. 166/Goa/2004, from payment of conversion fees of Rs. 1,84,950/- (Rupees one lakh eighty four thousand nine hundred fifty only) and a fine of Rs. 3,00,375/- (Rupees three lakhs three hundred and seventy five only) payable for conversion of land admeasuring an area 1370 sq. mts. surveyed under Survey No. 150/4 of Village Loliem, Canacona Taluka, District of South Goa, State of Goa, subject to the condition that the said land shall be used exclusively for the charitable purpose i.e. construction of "Hostel Project" for needy destitute girl students.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 26th October, 2020.

Notification

No. 6-2-2020-RD II/950

In exercise of the powers conferred by Clause (bb) of Section 2 of the Goa Public Moneys (Recoveries of Dues) Act, 1986, the Government of Goa hereby appoints the PHE Executive Engineer as Recovery Officer of Division III, IX, XII, XVII, XX, XXIV PWD, to exercise and perform all the powers and functions of a Collector under the said Act, in respect of recovery of dues towards water bills and sewerage bills payable to the Public Works Department, Government of Goa.

By order and in the name of the Governor of Goa.

Isha M. Sawant, Under Secretary (Revenue-II).

Porvorim, 23rd October, 2020.

**Department of Sports and Youth Affairs**

Directorate of Sports and Youth Affairs

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Order

No. 69/Const of Committee/DSYA/Adm/2020/1499

1. It is the endeavour of the Government to bring about a transformative development in the performance of sportspersons and to ensure maximum participation of State sportspersons in the Indian Teams.
2. Towards this objective, there is a need for binging about certain administrative reforms and formulating programmes and policies in respect of the sports infrastructure facilities in the State.
3. To recommend the implementation of the same, the Government is pleased to constitute Goa Sports Infrastructure Development Taskforce Committee, consisting of the following:

Sr. No.	Name	Designation
1	2	3
1.	Secretary (Sports)	Chairman.
2.	Director, Directorate of Sports & Youth Affairs	Member.
3.	Executive Director, Sports Authority of Goa	Member.
4.	Chief Engineer, Sports Authority of Goa	Member.
5.	Jt. Director (Coaching), Sports Authority of Goa	Member.
6.	Assistant Director (Projects), Directorate of Sports & Youth Affairs	Member.

1	2	3
7.	Assistant Secretary (Complexes), Sports Authority of Goa	Member Secretary.
8.	Any other member as special invitee as decided by Chairman	

4. The committee shall undertake the following broad-based agenda:

- a) Formulation of a policy and framework for maintenance and operation of sports facilities.
 - b) Formulation of a policy and framework for optimum utilization of existing sports facilities.
 - c) Ideate and recommend models for development of sports facilities at existing Departmental properties.
 - d) Restructuring of the administrative setup and functioning of SAG.
 - e) Any other agenda as may be necessary.
5. For undertaking any thorough exercise, carrying out visits, pre-assessment/ /examination of information, the Committee shall be empowered to establish sub-committees.

6. The committee shall meet atleast once every month to discuss, deliberate and attend to the agenda. A quarterly report of activities undertaken should be forwarded to the Hon'ble Chief Minister for information through the Hon'ble Dy. Chief Minister/Sports Minister.

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 22nd October, 2020.

**Department of Town and Country Planning**

Office of the Chief Town Planner (ADM)

Order

No. 28/1/TCP/2018-19/PDA/Part-File/1673

Read: Order No. 28/1/TCP/2018-19/PDA/Part file/ /1350 dated 25-08-2020.

Ex-post facto approval of the Government is hereby conveyed for the extension of deputation period of Shri R. K. Pandita, Town Planner as Member Secretary, North Goa Planning and Development Authority, Panaji for the period of one year w.e.f. 01-09-2020.

This is issued with the approval of the Government vide Note bearing No. 28/1/TCP/2018-19/PDA/Part file/1502 dated 22-09-2020.

By order and in the name of the Governor of Goa.

James Mathew, Chief Town Planner (Admn.)/ex officio Jt. Secretary.

Panaji, 27th October, 2020.

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Department of Urban Development
(Municipal Administration)

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Order

No. 10/821-2019-DMA/Election to 11 MC/Part/4848

Whereas, the General Elections to the Eleven Municipal Councils, namely, the Municipal Councils of Margao, Mormugao, Mapusa, Bicholim, Cuncolim, Curchorem-Cacora, Quepem, Valpoi, Sanguem, Canacona and Pernem were scheduled on 18th October, 2020;

And whereas, in view of the current situation due to COVID-19 pandemic, the said General Elections could not be conducted as scheduled on 18th October, 2020 and that the Goa State Election Commission vide its Notification No. 4/21/GMCNSE/SEC/2019/1059 dated 17-08-2020 had ordered that the General Elections to the said eleven Municipal Councils fixed for 18-10-2020 are postponed for a period of three months;

And whereas, the term of the said eleven Municipal Councils has expired on 4th November, 2020;

And whereas, in view of the above, a situation has arisen whereby the administration of the said eleven Municipal Councils cannot be carried out in accordance with the provisions of the Goa Municipalities Act, 1968 (Act 7 of 1969).

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 298 of the Goa Municipalities Act, 1968 (Act 7 of 1969), the Government of Goa hereby appoints the officers specified in column (2) of the Table below as the Municipal Administrators of the Municipal Councils specified against the corresponding entries in column (3) of the Table below, in addition to their own duties, until further Orders.

Sr. No.	Name of the officer	Name of the Municipal Council
1	2	3
1.	Shri Prasanna Acharya	Margao Municipal Council.
2.	Shri Gurudas Pilarnekar	Mormugao Municipal Council.
3.	Shri Paresh Phaldesai	Mapusa Municipal Council.
4.	Shri Vikas S. N. Gaunekar	Bicholim Municipal Council.
5.	Smt. Florina S. Colaco	Cuncolim Municipal Council
6.	Shri Ashutosh Apte	Curchorem-Cacora Municipal Council.
7.	Smt. Deepali Naik	Quepem Municipal Council.
8.	Shri Rajesh Ajsaonkar	Valpoi Municipal Council.
9.	Shri Nilesh Dhaigodkar	Sanguem Municipal Council.
10.	Shri Johnson Fernandes	Canacona Municipal Council.
11.	Shri Ravishekhar Nipanikar	Pernem Municipal Council.

This order shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Dr. *Tariq Thomas*, IAS, Director & ex officio Joint Secretary (Municipal Admn./Urban Development).

Panaji, 5th November, 2020.

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