



भारत सरकार / Government of India

सरकारी राजपत्र OFFICIAL GAZETTE

संघ प्रदेश दादरा एवं नगर हवेली तथा दमण एवं दीव प्रशासन
U.T. ADMINISTRATION OF DADRA AND NAGAR HAVELI AND
DAMAN AND DIU

श्रेणी - २
SERIES - II

प्राधिकरण द्वारा प्रकाशित / PUBLISHED BY AUTHORITY

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संघ प्रदेश दादरा एवं नगर हवेली एवं दमण एवं दीव प्रशासन,
ADMINISTRATION OF DADRA & NAGAR HAVELI AND
DAMAN & DIU,
समाहर्ता का कार्यालय, दीव
OFFICE OF THE COLLECTOR, DIU

No. 65-03-LAQ-2026-LND/1060

Dated:- 05-08-2026

Notification of the Social Impact Assessment (Section 4 & Rule 3)

In exercise of the powers conferred by sub-section (1) of Section 4 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act 30 of 2013) read with sub-rule (1) of Rule 3 of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2014 (herein after referred to the "said Rules") the Government, hereby issues this Notification in accordance with Part-B of Form I appended to the said Rules, for carrying out Social Impact Assessment in the manner and from the date specified herein below:-

- (1) **Name of project developer:** The Additional Director of Tourism, Tourism Department, Diu.
- (2) **Purpose of proposed project:** Land Acquisition for the project of Development of Jallandhar Circuit House, Annexe Circuit House and Infrastructure Facilities in Diu District.
- (3) **Land Details:** as mentioned in Annexure-1.
- (4) **Objectives of Social Impact Assessment:**
 - (i) To identify the process of acquiring land as per Act and decide the fair compensation for the concerned party.

(ii) Identify the potential Social and Economic changes and conduct the Impact assessment through on-site field investigations, public hearings and consultations.

(iii) Outline steps to mitigate or enhance negative or positive aspects of changes if at all exists.

(5) Organization to undertake the study: Gujarat Environment Management Institute (GEMI), Gandhinagar.

(6) Whether consent of Gram Sabha and/or land owners required?: No.

(7) The date of commencement of Social Impact Assessment: From the date of publication of this Notification.

(8) The timeline for the Social Impact Assessment: 60 days from the date of publication of notification.

(9) Deliverables: Will be made available in the Offices of the Collectorate, Diu, Deputy Collector/SDM, Diu, Mamlatdar of Diu and will also be uploaded on the official website.

(10) Any attempt at coercion or threat during this period will render the exercise null and void.

(11) Contact Details of the Social Impact Assessment team:

Gujarat Environment Management Institute (GEMI),
“GEMI BHAVAN”, Plot No. B-246 & 247,
Electronic Estate, G.I.D.C., Sector-25,
Gandhinagar-382024. Tel: (+91) 79-23240964, 23240220, 23240965 (Fax)
E-mail: info-gemi@gujarat.gov.in, Website: www.gemi.gujarat.gov.in

Sd/–
(Rahul Dev Boora)
Land Acquisition Collector,
Diu

No. 65-03-LAQ-2026-LND/

Name of Project: Land Acquisition for the project of Development of Jallandhar Circuit House, Annexe Circuit House and Infrastructure Facilities in Diu District.

ANNEXURE-1

Sr. No.	Private Property PTS Nos.	Location	Owner of Property	Total Area of Property in Hectares	Area of land to be acquired in sqm
1	PTS-143/2/1	Adjacent to Annexe House, Diu	Smt. Jyosshna Amarchand as Occupant Class-II	0.41.36	4136
2	PTS-143/2/2	Adjacent to Annexe House, Diu	Shri Sharadchandra Damodar and Shri Jyotindar Damodar as Occupant Class-II	0.19.50	1950

3	PTS-143/3	Adjacent to Annexe House, Diu	(1) Mrs. Camrabai Sureshchandra (2) Mr. Nirajnjana Sureshchandra (3) Miss. Asmitabai Sureshchandra (4) Mrs. Pramodybai Sureshchandra Mrs. Palvini Sureshchandra as Occupant Class-II	0.59.11	5911 *
4	PTS-143/9	Adjacent to Annexe House, Diu	M/S. Noble Developers, Junagadh	0.24.97	2497 *
5	PTS-143/10	Adjacent to Annexe House, Diu	M/S. Noble Developers, Junagadh	1.06.88	10688 *
				Total	25182.00

* Area will be changed, subject to the LAQ of another ongoing project.

Place: Diu

Dated: 05/08/2026

Sd/–
(Rahul Dev Boora)
Collector, Diu

संघ प्रदेश दादरा एवं नगर हवेली तथा दमण एवं दीव प्रशासन,
U.T. Administration of Dadra & Nagar Haveli and Daman & Diu,
श्रम एवं रोजगार, विभाग, दमण
Department of the Labour & Employment, Daman
दूसरी मंजिल, उद्योग भवन, भेंसलोर, नानी दमण
2nd Floor, Udyog Bhavan, Bhenslore, Nani Daman

No. LE/LI/DMN/FACT-85/2018/2026/274

Date: 13/08/2026

Subject: Publication of Award in IDR in the Official Gazette.

With reference to the above cited subject, Award received from I/c. Superintendent, Civil Court (S. D.), Daman in IDR No. 12/2018 dated 27.07.2026 of M/s. Herculers Plastic Pvt. Ltd., V/s. Sheshmani Saket is here by publish in the Official Gazette of this UT Administration of Dadra & Nagar Haveli and Daman & Diu for general information.

Sd/–
(Aarti Agrawal)
Dy. Director-cum-Dy. Secy. (Labour)
DNH & DD

CNR: UTDD010012702018

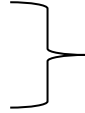


Received on : 11/12/2018
 Registered on : 11/12/2018
 Decided on : 27/07/2026
 Duration : Yrs. Ms. Ds.
 07. 07. 16.

IN THE COURT OF THE LABOUR JUDGE, At: DAMAN
 (Presided over by Pranita P. Bharsakade-Wagh)

I.D.R No. 12/2018
Exh. No. 26

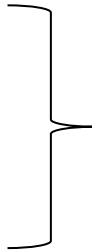
M/s. Herculers Plastic Pvt. Ltd.,
 Survey No. 117/2, 120/1, 2 & 3,
 Ghelwad Faliya, Village Dabhel,
 Nani Daman.



.....First Party.

V/s.

Sheshmani Saket,
 s/o Oseree Prasad Saket,
 Aged About: 46 years,
 Permanent R/o 11, Sigdi Kala,
 Kasiyar Gav, Badauwa (662, Rewa),
 Madhya Pradesh, and
 Presently residing at Room No. 4,
 Diha Chawl, Dabhel, Daman.



.....Second Party

Reference of Industrial Dispute as per
section 10 (1) (c) of the Industrial
Disputes Act, 1947.

Appearance: Advocate Smt. Seema Hansraj for the second party.
 Reference proceeded without reply of the first party.

I.D.R.No. 12/2018

AWARD

(Delivered on 27th Day of July, 2026)

This is a reference received from the Commissioner (Labour) under section 10(1) (c) of The Industrial Disputes Act, 1947 (hereinafter referred to as 'The Act').

2) It has been stated in the reference that an industrial dispute exists between M/s Herculers Plastic Pvt. Ltd. and its workman Shri Sheshmani Saket. The management of the company and the workman were called for conciliation on 18.09.2018 and 09.10.2018. The workman had filed an application through M/s. Janhit Kamdar Sangh stating that he was working with the company for 9 years. He had 12 hours duty and his per day wage was Rs. 460/-. The worker was not paid overtime wages as per the minimum rate of wages fixed by the U.T. Administration of Daman & Diu. He was not given ID card, appointment letter and also no E.L., P.L., S.L., weekly off, medical, bonus etc. facilities were provided to him. He was not given any benefit under the provisions of the Inter-State Migrant Workmen (RE & CS) Act, 1979 and hence the company had exploited the worker by violating the Labour Laws. He was

made to operate two machines without any increment in salary to which he demanded for the same but the management without any prior notice illegally terminated him from his service on 19.06.2018.

3) The Conciliation Officer stated that on 19.10.2018 the workman was present but the management was absent. Even after issuing notice for appearance, the management did not appear. Hence the Conciliation Officer has made this reference to the Labour Court to decide the issue “Whether termination of the service of the applicant is justified? If Yes, what relief the workman is entitled to?”

4) After receiving this reference, notices were issued to the first party company and the second party workman. Accordingly, the second party workman namely Sheshmani Saket appeared before the Court and filed his statement of claim on 18.02.2020 vide Exh.9. Despite of receiving the notice vide Exh, 2 in January 2019 and again vide Exh. 14 on 05.04.2021, the first party failed to appear and file reply to the claim. Therefore, the reference proceeded without the reply of first party vide the order below Exh. 1 dated 05.07.2025.

5) In his claim, it has been submitted by the second party that he was the workman of the first party since 10.08.2012 to 19.06.2018 as a helper on machine and his salary was Rs. 460/- per day which comes around Rs. 13,800/- per month. The first party illegally removed the employment of the second party and terminated his service on 19.06.2018 without assigning any reason. The first party has not given any notice of termination. The second party never charge sheeted in accordance with the standing order, even there is no enquiry initiated on the second party. The termination of his employment effected by the first party is illegal, improper, malafide and arbitrary. Hence the claimant prayed that it be held that the second party workman is illegally and wrongfully terminated from service by the first party and also prayed to set aside the termination of the second party and for his reinstatement in the employment of the first party with continuity of the service and seniority with full back wages w.e.f.19.06.2018.

6) The second party workman filed his affidavit in lieu of examination-in-chief vide Exh. 18. He has also relied upon the documents i.e. attendance card (Exh. 21), Bank Account Statement (Exh. 22), Confirmation Certificate (Exh. 23) and Employment Certificate (Exh. 24).

7) In his affidavit, the second party workman has affirmed that he was working with the first party company as a helper on machine since 10.08.2012. The first party company did not issue any identity card with joining letter and also did not provide any facility of weekly off, bonus etc. and was also not given any benefit under the provisions of Inter-State Migrant Workmen Act. He used to work for 12 hours. However no salary was paid for over time. When he asked about payment regarding over time, the first party company terminated his service on 19.06.2018 without giving any reason or conducting any inquiry. The plant in-charge instructed him to leave the job immediately without any proper ground and without paying legal dues. The documentary evidence on record shows that the second party workman was working with the first party company since 10.08.2012 and his drawn salary was Rs. 13,800/-. The conciliation failure report shows that notice was issued to the first party company. However the management did not appear before the Conciliation Officer. Hence the Conciliation

Officer noted the management's unwillingness to reach conciliation and therefore the matter was referred to the Labour Court for adjudication of the issue "Whether termination of the service of the applicant is justified? If Yes, what relief the workman is entitled to?"

8) After the matter came to be referred to the Labour Court, notice was served on the first party company in January 2019 vide Exh. 2. Thereafter, as per the report at Exh. 14 again summons was served on 05.04.2021. In spite of receiving notice on two occasions, the first party company management has chosen not to appear before the Court. It seems that they have nothing to say about the claim of the second party workman.

9) It is the contention of the workman that his services were terminated without giving any opportunity of being heard. No notice of termination was given to him. His services came to be terminated without any inquiry. He was directed to leave the job immediately from 19.06.2018 without paying his legal dues. All this evidence of the workman has remained unchallenged. In spite of having knowledge about the present reference the first party did not appear in the proceeding it shows that the first party company has no defence to put forth. Therefore, there is no impediment to accept the version of the workman to be true to hold that the first party company has illegally terminated his services without paying his legal dues.

10) The documents on record show that the workman was working with the first party company since 10.08.2012 it shows that he was working with the company for a period of 09 years. Therefore, the workman is entitled for the legal dues as well as reinstatement. However, the documents which are sent with the conciliation failure report shows that the workman just wants his legal dues and does not want to reinstatement. The reason behind that may be the fear of the management as the incharge had instructed the workman to leave the job immediately. Therefore I hold that the termination of service of the workman is not justified. Hence he is entitled for the legal dues i.e. gratuity, bonus, notice pay, retrenchment allowance and back wages.

11) The gratuity amount is calculated in the following equation:

$$G = \frac{n \times b \times 15}{26}$$

n: Tenure of continuous service,

b: Last drawn salary,

15/26: 15 days of salary for every completed year divided by 26 working days in a month.

The workman has worked for 09 years in the first party company and his last drawn salary was Rs. 13,000/-. The gratuity amount comes to Rs. 67,500/-. Bonus amount Rs. 7,000/-. notice pay of Rs. 13,000/-. The retrenchment allowance is calculated as 15 days average pay for every completed year of continuous service. The workman has worked for a period of 09 years. Therefore, the retrenchment allowance also comes to Rs. 67,500/-. Therefore, the total amount comes to Rs. 1,55,000/-. Therefore the workman is entitled for the legal dues of Rs. Rs. 1,55,000/-.

12) The learned Advocate for the second party workman has argued that full back wages may be granted to the workman as the worker has not got any job since his termination from services by the first party company. Wherever he goes asking for a job, each company asks for character/experience certificate from the previous company. When he tells that he is terminated from services, the companies straightway refuses to give him any job. Therefore, he could not get job in any company. He has been constrained to work on daily wages to survive his family in a meager amount of daily wages. It has become very difficult for him to survive. Therefore, prayed for full back wages as per the last drawn salary.

13) It is true that the first party company has not contested the claim of the second party workman. However, it will be unjust to grant full back wages. In my view it will be just and proper to grant 50% back wages from the date of termination till the date of award along with 10% interest till its actual realization. 50% Salary comes to Rs. 6,900/- per month, yearly salary comes to Rs. 82,800/- and 08 years (from 2018 to 2026) 50% salary comes to Rs. 6,62,400/-. Therefore the workman is entitled for 50% back wages of Rs. 6,62,400/- from the date of termination till the date of award. Accordingly the workman is entitled for the total amount of Rs. 8,57,000/-. Accordingly I answer the issue that the termination of the service of the workman is not justified. Hence he is entitled for the legal dues and 50% of back wages. In the result following order is passed.

ORDER

- (1) The reference is answered in the affirmative.
- (2) The first party company is directed to pay the legal dues of Rs. 1,55,000/- (Rupees One Lakh Fifty Five Thousand only) to the workman along with interest @ 10% from the date of award till its actual realization.
- (3) The first party company is directed to pay 50% back wages to the workman amounting to Rs. 6,62,400/-(Rupees Six Lakh Sixty Two Thousand and Four hundred Only) along with interest @ 10% from the date of award till its actual realization.
- (4) A copy of the award be sent to the Commissioner (Labour) for its publication and a copy be sent to the first party company for execution of the order.

Date : 27.07.2026
Daman

Sd/–
(Pranita P. Bharsakade-Wagh)
(Labour Judge, Daman)

**U.T. Administration of Dadra & Nagar Haveli and Daman & Diu,
Department of Animal Husbandry & Veterinary Services,
Secretariat, Daman.**

No. AHVS/DMN/PER/IKM/2023-24/34**Dated: 21/08/2026**

Read: Application dated 15/01/2026 of Shri Ismail Kasam Mujavar, Upper Division Clerk,
Department of AHVS, W/a Collectorate, Daman.

ORDER

On the basis of the records furnished by Shri Ismail Kasam Mujavar, Upper Division Clerk, it is hereby ordered that the name of Shri Ismail Kasam Mujavar be changed as **“ISMAIL CASSAMO”** instead of “Ismail Kasam Mujavar” in the service records of the personnel.

Necessary entry to be made in the service book of the personnel.

This issues with the approval of the Advisor to the Administrator /Appointing Authority, Dadra & Nagar Haveli and Daman & Diu vide diary No. 1572524 dated 20/08/2026.

Sd/–
(Shivam Teotia)
Director-cum-Joint Secretary (AHVS)

