



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 3077 OF 2026

Wallace Pharmaceuticals Pvt. Ltd.

...Petitioner

V/s.

Krupal Hadawale and Anr

...Respondents

Mr. Kiran S. Bapat, *Senior Advocate a/w Mr. Yash C.P. Vyas for Petitioner.*
Mr. Vinod Shetty *with Mr. Rahil Fazelbhoy for Respondents.*

CORAM: SANDEEP V. MARNE, J.
DATED: 16 SEPTEMBER 2026.

P.C.:

1) By this Petition, Petitioner-employer has challenged the judgment and order dated 13 November 2025 passed by the learned Member, Industrial Court, Mumbai (**Industrial Court**) allowing Complaint (ULP) No. 60 of 2025 and setting aside transfer order dated 20 January 2025 issued in respect of the Respondent No. 1. By transfer order dated 20 January 2025, Petitioner had transferred Respondent No. 1 from Mumbai to Jagdalpur, Chhattisgarh. While setting aside the impugned transfer order, the Industrial Court has directed Petitioner to allow Respondent No. 1 to work at Mumbai and to pay him salary. However, prayer of Respondent No. 1 for payment of backwages is rejected by applying the principle of 'No work no Pay'.

2) I have heard Mr. Bapat, the learned Senior Advocate appearing for the Petitioner and Mr. Shetty, the learned counsel

appearing for Respondent No. 1 and have considered the submissions canvassed by them. I have gone through the reasons recorded by the learned Member, Industrial Court in the impugned judgment and order. I have also perused the records of the case filed alongwith the Petition as well as with the compilation tendered by Mr. Bapat.

3) Perusal of the impugned judgment and order passed by the Industrial Court would indicate that the transfer order dated 20 January 2025 is set aside by the Industrial Court holding the same to be not a *bonafide* transfer. The Industrial Court has also recorded a finding of inability on the part of the Petitioner-employer to demonstrate existence of any business exigencies for transferring Respondent No. 1 to a remote place. The Industrial Court has also held that since Respondent No. 1 was an active member of the union and since the charter of demands was pending, he has been transferred to a remote area which is naxal prone.

4) Perusal of transfer order dated 20 January 2025 would indicate that the Manager, Human Resources had issued the same by which Petitioner was transferred from the headquarters at Mumbai to Jagdalpur with effect from 20 February 2025. The transfer order perse does not record any reasons as to why the transfer was effected. In law, there is no requirement for the employer to indicate the reasons for transfer of the employee. It is also an admitted position that Respondent No. 1 bears an All India Transfer Liability. However, since Jagdalpur in Chhattisgarh forms part of a naxal prone area, the Respondent No. 1 resisted the transfer and refused to join the transferred place and instead, he filed a complaint of unfair labour practice before the

Industrial Court challenging his transfer order. Petitioner justified the transfer as being necessitated by administrative exigencies and pleaded the following administrative exigencies in the affidavit in reply filed before the Industrial Court.

c) It is submitted that at time of filing this complaint there were about 9 Business Executives who were currently discharging their duties peacefully and responsibly at Chhattisgarh. There were 35 doctors in Jagdalpur, 10 doctors in Dantewada and 10 doctors in Kondagaon, and these 55 doctors were currently being covered by our Business Executive, who is based in Dhamtari and travels to Jagdalpur, Dantewada and Kondagaon, approximately 6 times in a month. It is submitted our employees who are stationed in or nearby these areas are provided with the regular benefits under the transfer policy, and therefore the complainant is not entitled to anything special. Now with the Govt. initiative to make the area safe the Respondent Company sees these places as having business potential, it has strategized to have a full-time employee based in Jagdalpur itself, who will also cover Dantewada and Kondagaon to develop the territory further, and hence transferred the complainant to the said location. This was due to cover this territory with the complainant since he was having the requisite experience and skill.

5) Thus as per the affidavit-in-reply filed before the Industrial Court, the Petitioner took a stand that there were nine business executives who were currently discharging duties and responsibilities at Chhattisgarh and pleaded that there were 35 doctors in Jagdalpur, 10 doctors in Dantewada and 10 doctors in Kondagaon. It is further pointed out that all the 55 doctors posted at Jagdalpur, Dantewada and Kondagaon were being covered by a Business Executive, who was based in Dhamtari and who used to travel to those three places approximately six times in a month. Petitioner pleaded that since Jagdalpur is now a safe area, the Petitioner sensed a business potential in the area and accordingly decided to have a full time employee based at Jagdalpur who would also cover Dantewada and Kondagaon for development of the

territory. However upon a queried by the Court as to whether there is any contemporaneous communication preceeding the transfer order dated 20 January 2025 indicating a conscious decision taken by the Petitioner for development of the territory by posting a permanent Business Executive at Jagdalpur, the answer by Mr. Bapat is in the negative. He however submits that it is the prerogative of the Petitioner-employer to take decision with regard to development of the business and that the employee cannot question the validity of such decision. However, in the present case, there appears to be no conscious decision foreseeing any business potential in the area or for posting of a full time Business Executive at Jagdalpur. The Petitioner is a large pharmaceutical Company having presence all across India. It appears that there was a District Manager at Raigad to whom Petitioner was supposed to report after carrying out the transfer. Ordinarily, therefore, the said District Manger would have made some correspondence with the headquarter office of the Petitioner indicating a possible business potential in the area and the need for posting of a full time business executive at Jagdalpur. However, there is total absence of any such communication in the present case. The transfer order is issued by HR Manager who cannot sense any such business opportunity in the area or the need for posting of a permanent Business Executive at Jagdalpur for the purpose of encashing any such business potential. In any case there is no material on record to establish that a decision was first taken to develop the business at Jagdalpur on account of the region becoming naxal free and thereafter it was decided to post a full time Business Executive at Jagdalpur.

6) To make the case of Petitioner-employer worse the witness examined by it Mr. Dwaipayan Majumdar gave express admissions that he himself was not aware of the decision taken for transfer of Respondent No. 1. He gave admission about lack of knowledge about any business exigencies required for transfer of Respondent No. 1. However, he later changed his version and deposed that he had suggested transfer of experienced sales employees to Jagdalpur for better business. However, the witness could not produce any document on record indicating the need for experienced sales employees to be posted at Jagdalpur for better business.

7) Thus, in the present case, there is total absence of any conscious decision being taken by any officer of the Petitioner-company to develop the business at Jagdalpur or about possibility of any business opportunity at Jagdalpur. Also of relevance is the fact that after Respondent No. 1 refused to comply with the transfer order dated 20 January 2026, no other sales employee is posted at Jagdalpur till date. Thus, the Petitioner-company continues to carry out the sales activities at Jagdalpur through the old arrangement of the Business Executive posted at Dhamtari during last more than one and half years.

8) The above circumstances clearly indicate absence of *bonafide* intentions while transferring Respondent No. 1 from Mumbai to the naxal prone area possibly because he had joined the union and was pressing the charter of demands. There is thus ample material on record to support the conclusion drawn by the Industrial Court about absence of *bonafides* in issuance of transfer order dated 20 January 2025.

9) Submission of Mr. Bapat that several other employees are routinely transferred and demonstration by him of transfer of one employee from Ratlam to Gadchiroli does not make the case of Petitioner any better. This Court is not suggesting that Respondent No. 1 enjoys any protection from transfer as such. In ordinary circumstances Respondent No. 1 bears transfer liability and must join the place of his transfer. However, in the facts of the present case, once the transfer is sought to be justified as in administrative exigencies, existence of such exigencies must be proved by the Petitioner. Once, the defense of transfer being effected in administrative exigencies is raised, the onus shifts on the employer to prove existence of such exigencies. In the present case, the Manager-HR has suddenly decided to transfer Respondent No. 1 from Mumbai to Jagdalpur in absence of any material to indicate conscious decision by Respondent No. 1 in sensing a business opportunity at Jagdalpur or the need for posting of a full time employee based at Jagdalpur. In view of the above discussion, I do not find any valid ground to interfere in the impugned judgment and order passed by the learned Member, Industrial Court.

10) Writ Petition is accordingly **dismissed**. It appears that the Petitioner has not implemented the order passed by the Industrial Court on 13 November 2025 for last about 10 long months. The Industrial Court has already denied backwages to Respondent No. 1 from 20 February 2025 till 13 November 2025. In that view of the matter, Petitioner shall pay interest at the rate of 8% per annum to Respondent

No. 1 on the arrears of wages payable to him from 13 November 2025 till he is allowed to join and work at Mumbai.

[SANDEEP V. MARNE, J.]