

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO.3884/2019

M/s. Glenmark Pharmaceuticals Limited

..Vs..

Amol Umakant Kamdi

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri P.S. Khubalkar, Advocate for the petitioner.

CORAM : Z.A. HAQ, J.

DATED : 6.6.2019.

Heard.

The petitioner / employer has challenged the orders passed by the subordinate Courts concurrently repelling the objection raised on behalf of the petitioner to the tenability of the complaint filed by the respondent / employee at Nagpur on the ground of territorial jurisdiction. According to the petitioner, if the employee wants to seek redressal of any grievance, as per clause (8) of the appointment order, the employee will have to initiate proceedings before the Competent Forum at Mumbai. Clause (8) of the appointment order reads as follows:

“8. ACCEPTANCE OF TERMS AND
CONDITIONS

8.1 All the other Terms and
Conditions referred in your Letter of
Appointment remain same and are subject to
Mumbai City Jurisdiction.

8.2 *In case the above Terms and Conditions are unequivocally acceptable to you, Please sign and return the duplicate copy of this letter to us in token of having read, understood and accepted the above Terms and Conditions.*

8.3. *Please note (sic not) that all the Terms and Conditions of the Letter of Confirmation are subject to Mumbai City Jurisdiction.*

8.4 *Other Terms and conditions applicable as a Field Sales Officer are attached herewith as Annexure B. The company reserves the right to add to or amend, alter, modify any of these or all conditions as it deems fit.”*

After reading the above clause, I find that it does not exclude the jurisdiction of the Labour Court at Nagpur as the term “Mumbai City Jurisdiction” referred in Clause (8.1) and Clause (8.3) of the appointment order does not make that sense.

The subordinate Courts have recorded that undisputedly, at the time of arising of cause of action, the employee was posted at Nagpur and the alleged misconduct took place at Nagpur, and the charge-sheet was served on the employee at Nagpur.

Learned Advocate for the petitioner, to support the submission that the parties, by agreement can exclude the jurisdiction of particular Court, has relied on the following judgments:

(i) Judgment given in the case of *Swastik Gases Private Limited V/s. Indian Oil Corporation Limited*

reported in (2013) 9 SCC 32 and

(ii) Judgment given in the case of *A.B.C. Laminart Pvt. Ltd. and another V/s. A.P. Agencies, Salem* reported in **AIR 1989 SC 1239**.

The proposition of law on the above point is well settled. However, Clause (8) of the appointment order cannot be read to mean that the employee accepted to exclude the jurisdiction of the Court at Nagpur for resolution of any dispute. The subordinate Courts have properly appreciated the controversy and the conclusions of the subordinate Courts are in consonance with the facts and law on the point. I see no reason to interfere with the impugned order. Writ petition is **dismissed**. No costs.

JUDGE