

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

WRIT PETITION NO. 5626 OF 2017

Kare Health Specialities Pvt Ltd. And ors __ Vs. __ Rajan Keshavrao Gawande

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

Court's or Judge's orders

Mr. A.R.Deshpande, Advocate for petitioner

Mr. Kartik Rao, Advocate h/f Mr. M.G.Sarda, Advocate for respondent.

CORAM : AVINASH G. GHAROTE, J.

DATE : 23/03/2023

1] Heard Mr. Deshpande, learned counsel for the petitioner and Mr. Rao, learned counsel for the respondent.

2] The petition questions the impugned order dated 15.4.2015 (pg. 75) passed by the learned Labour Court, Akola, deciding the preliminary issue of jurisdiction in favour of the respondent/complainant. Challenge thereto before the learned Industrial Court in revision has also been turned down by the judgment dated 14.6.2017 (pg.107).

3] Mr. Deshpande, learned counsel for the petitioner submits that since the appointment order of the respondent dated 23.3.2000 vide clause no.14 contemplated that the respondent/employee would

be subject to the jurisdiction of the Courts in the State of Goa, at Margaon, and/or subject to the jurisdiction of the Court in the metropolitan city of Mumbai in Maharashtra, the Court at Akola would not have jurisdiction to entertain and decide the complaint filed by the complainant under Section 28 of the MURU and PULP Act, 1971. Reliance is placed upon **Swastik Gases Private Limited vrs. Indian Oil Corporation Limited**, (2013) 9 SCC 32 (paras 32 & 67).

4] Mr. Rao, learned counsel for the respondent submits that the respondent was stationed at Akola and at the time of termination of his employment on 26.4.2007, was stationed at Akola and therefore the learned Labour Court at Akola would have jurisdiction, for which he placed his reliance on **Torrent Pharmaceuticals Ltd vrs. Member Industrial Court Chandrapur and anr**, 2009 (3) Bom.C.R. 405 (para 10) and **Anil Murlidharan vrs Larsen and Toubro Ltd.**, 2019 (5) Mh.L.J. 886 (para 34).

5] No doubt, that the contract of employment, which is evinced from the appointment letter dated 23.03.2000 confer jurisdiction upon the

Courts at Margaon and Mumbai, however, it is also not in dispute that on the date of his appointment, the headquarter of the respondent was at Akola and the respondent on the date of termination was also working at Akola, and that would also give the Labour Court at Akola jurisdiction to entertain and try the complaint, as the termination was effected within its territorial jurisdiction.

6] Though **Swastik Gas Pvt. Ltd.** (supra) has been relied upon by Mr. Deshpande, learned counsel for the petitioner, the same is under the provisions of the Arbitration & Conciliation Act, in which the specific position of the parties conferring jurisdiction upon the Court as defined in Section 2(1)(e) of the A&C Act was under consideration. In matters of employment, the same is governed by statutory provisions and therefore, mere inclusion of a clause in the service contract, cannot deprive the Court within whose territorial jurisdiction, the cause of action has arisen, from taking cognizance of the complaint. I am in agreement to what has been stated in para 34 in **Anil Murlidharan** (supra) and para 10 of **Torrent Pharmaceuticals** (supra), which hold that a mere clause in the contract of the employment does not deprive the Labour Court

within whose territorial jurisdiction the cause of action has arisen from entertaining the complaint. I do not see any reason to interfere in the impugned order. The petition is dismissed. No costs.

JUDGE

Rvjalit