HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

D.B. Special Appeal Writ No. 1219/2026
CNR: RJHC020949922026 | URN: SAW / 2427U / 2026

1. The Management Committee Vedanta Foundation, Through Its President, Office No. G1, Morvi House, 28/30, Goa Street, Ballard Estate, Fort, Mumbai, Maharashtra-400001.
2. The Management Committee, Vedanta P.g. Girls College, Through Its Chief Executive Officer, Vedanta P.g. Girls College, Reengus, Sikar (Raj).

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Versus

1. Dr Shubha Sharma W/o Rahul Maheshwari D/o Ramesh Sharma, Aged About 49 Years, R/o 106, A Anukampa Tulip Mahal Road, Jagatpura, Jaipur (Raj).
2. The Commissioner, College Education, Government Of Rajasthan, Jaipur (Raj.)

----Respondents

For Appellant(s)	:	Mr. Naman Pareek
For Respondent(s)	:	Mr. Ashwini Kumar Jaiman with Mr. Keshav Parashar Mr. Moin Khan

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HON'BLE THE CHIEF JUSTICE MR. SANJAY K. AGRAWAL
HON'BLE MR. JUSTICE SAMEER JAIN

Judgment

26/10/2026

1. Heard and considered the submissions advanced and perused the material available on record.

2. Upon consideration of the submissions advanced by learned counsel for the parties and the material available on record, this Court finds no justification to interfere with the judgment dated 01.09.2026 passed by the learned Single Judge. The principal

issue arising for consideration is whether the jurisdiction clause contained in the appointment letter, stipulating the jurisdiction of courts at Mumbai, could operate to exclude the jurisdiction of the Tribunal constituted under the Rajasthan Non-Government Educational Institutions Act, 1989.

3. The learned Single Judge has examined the controversy in detail in the backdrop of the statutory scheme of the Act and has assigned cogent reasons for holding that a contractual stipulation cannot override the statutory framework governing the rights and remedies of an employee. Thus, we find no infirmity in the reasoning adopted by the learned Single Judge.

4. Section 19 of the Act provides for an appeal against the orders contemplated therein, whereas Section 20 stipulates that a contract between a recognised institution and its employee shall be null and void to the extent that it takes away any right conferred upon the employee by or under the Act. Section 21, which deals with disputes relating to conditions of service, further reflects the legislative intent to provide a statutory mechanism for redressal of grievances falling within its ambit. The aforesaid provisions are required to be read harmoniously so as to give full effect to the statutory remedies provided thereunder.

5. In this regard, reliance may be placed upon the judgment of the Hon’ble Supreme Court in **Maharashtra Chess Association v. Union of India[1],** wherein the Hon’ble Supreme Court examined the effect of a contractual provision conferring exclusive jurisdiction upon courts at a particular place vis-a-vis the

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1(2020) 13 SCC 285

constitutional jurisdiction of the High Court under Article 226 of the Constitution of India. The said judgment reiterates that the existence of a contractual stipulation cannot, by itself, be treated as an absolute bar to the exercise of jurisdiction conferred by law. The principle emerging therefrom reinforces the proposition that the effect of a contractual jurisdiction clause must be examined in the context of the jurisdiction conferred by the applicable statutory and constitutional provisions.

6. Similarly, in the ratio enunciated in **A.V.M. Sales Corporation v. Anuradha Chemicals (P) Ltd.**[2], the Hon'ble Supreme Court reiterated that parties cannot, by agreement, confer jurisdiction upon a forum which it does not otherwise possess, though they may, in appropriate circumstances, choose between courts which are otherwise competent to entertain the dispute. The principle underlying the aforesaid decision is that contractual arrangements must operate within the limits prescribed by law.

7. Thus, applying the aforesaid principles to the facts of the present case, the jurisdiction clause contained in the appointment letter cannot, merely by reason of its incorporation therein, be construed as nullifying a statutory remedy available under the Act or as divesting the Tribunal of jurisdiction otherwise vested in it by law. Section 20 assumes particular significance in this regard, as it expressly invalidates contractual terms to the extent that they take away rights conferred by the Act. The objection raised by the

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2(2012) 2 SCC 315

appellants, therefore, does not furnish a sustainable ground for restoring the order passed by the Tribunal on 08.06.2026.

8. In view of the foregoing discussion, we find no error of law or other infirmity in the judgment impugned herein warranting interference in the exercise of appellate jurisdiction. The appellants have failed to demonstrate any ground necessitating interference with the judgment passed by the learned Single Judge.

9. Consequently, the present appeal is dismissed. The judgment dated 01.09.2026 passed by the learned Single Judge is affirmed. No order is passed as to costs. Pending applications, if any, shall stand disposed.

(SAMEER JAIN),J (SANJAY K. AGRAWAL),CJ

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