

**BEFORE THE MEMBER, INDUSTRIAL COURT NO.02, KOLHAPUR**

**COMPLAINT (U.L.P) NO.32/2022.**

**Shri. Nitin Mohan Powar,**

R/o. Darvesh Padli, Tal. :- Hatkanangle,

Dist. :- Kolhapur.

**.. Complainant**

**V/s.**

**Mahalaxmi Enterprises,**

A/3, Central Warehouse Corporation,

M.I.D.C., Gokul Shirgaon,

Dist. :- Kolhapur – 416 234.

**.. Respondent**

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**CORAM :-** Shri. V. P. Adone, Member.

J. O. Code :- MH00009.

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**APPEARANCE :-**

For Complainant : Ld. Adv. Shri. V. M. Kuigade

For Respondent :- Ld. Adv. Shri. D. S. Desai

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**ORDER ON PRELIMINARY ISSUE NO.01**

(Passed on this 03<sup>rd</sup> day of September, 2025)

1) This complaint is filed under Section-28 read with Item-9 and 10 of Schedule-IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (hereinafter shall be referred as 'the Act').

2) **Brief facts of the case are as follows :-**

Complainant was working as Transport Planner with

respondent and there is employee – employer relationship between them. Complainant worked at Gokul Shirgaon Office of respondent from year 2000 to 2024, in the Office of Pune from year 2014 to 2018 in the Office of Bhiwandi from year 2018 to September 2019 and at Pune Office from October 2019 to December 2020. Head Office of respondent is situated at Kolhapur. Complainant resigned from his service vide letter dated 14/09/2021 and claimed unpaid dues. Respondents have not paid to complainant salary of October 2019 to December 2020. On 12/10/2021 complainant served respondent with application of gratuity in format ‘T’ and claimed gratuity amount Rs.1,09,717.92/-. This form ‘T’ application is replied by respondent on 15/11/2021 in format ‘M’. It is alleged that an amount of Rs.9,87,382/- is due and recoverable from complainant and therefore his gratuity and other amounts are forfeited. Hence, complainant urged that respondent is engaged in unfair labour practice by not paying his salary, bonus and leave encashment amount pertaining to year 2019 to 2020 and requested to declare letter of respondent dated 15/11/2021 as illegal and liable to be quashed and *set-aside*.

3) Written Statement is filed by respondent at Exh.C-06. Respondent has taken various defences *inter-alia* defence of non maintainability of complaint on the ground of territorial jurisdiction. It

is submitted by respondent that complaint is illegal, false, unjust and not maintainable. It is specific contention of respondent that complainant worked at Kolhapur only till December 2014. Complainant was shifted to Pune and his provident fund number and I. D. was changed. Complainant has withdrawn provident fund amount by closing provident fund account on the ground of resignation. The monetary benefits claimed by complainant are in respect of services rendered at Pune and the cause of action arises at Pune. In such circumstances present complaint can be filed and maintained before Industrial Court at Pune. The situs of employment has necessarily within territorial jurisdiction of Court where cause of action has arisen. The cause of action of present case has arisen at Pune, so complaint would be maintainable before Industrial Court, Pune. Present Court has no territorial jurisdiction to try and decide the complaint. It is further agitated that there is no employer – employee relationship between respondent and complainant. On the basis of these contentions prayer is made to dismiss complaint.

4) Having regard to rival contentions made by both parties, my learned Predecessor framed issues at Exh.O-03. Issue No.01 is in respect of territorial jurisdiction and it is ordered to be treated as preliminary issue. Hence, at this juncture only preliminary issue of

territorial jurisdiction is taken into consideration.

5) Heard both the learned Advocates and perused record available before this Court and following preliminary issue is discussed and necessary findings to that effect recorded as under :

<b>ISSUES</b>	<b>FINDINGS</b>
1) Does the complainant prove that, present complaint is maintainable on the ground of territorial jurisdiction at Kolhapur ? If yes	<b>.. In the affirmative.</b>
2) What order ?	<b>.. As per final order.</b>

### **R E A S O N S**

#### **AS TO ISSUES NO.01 & 02 :-**

6) Complainant filed his affidavit in lieu of chief examination at Exh.UW-01. The contents of this affidavit are restricted only to extent of preliminary issue of territorial jurisdiction. Complainant deposed that he worked at Gokul Shirgaon, Kolhapur from year 2000 to 2014, then in the Office at Pune from 2014 to 2018, in the Office of Bhiwandi from 01/09/2018 to September 2019 and finally at Pune from October 2019 to December 2020. Respondent has not paid salary, bonus and leave encashment amount pertaining to October 2019 to December 2020. Complainant is not relieved by respondent on 31/10/2018 and therefore he continuously worked with them from

March 2000 to December 2020. Complainant is permanent resident of Kolhapur District and Head Office of respondent is also in the jurisdiction of Kolhapur District. Alongwith other reliefs complainant also claimed to *set-aside* respondent's letter dated 15/11/2021. Therefore, only Industrial Court, Kolhapur has jurisdiction to address grievance of complainant.

7) In cross-examination complainant admits that claim of unpaid salary, bonus and leave encashment of period 2019 to 2020 pertains to work done by him at Pune. He admits that in December 2014 he went to Pune for job and his provident fund was paid in Pune with another number. It is admitted that the Office at Pune was closed on 31/10/2018 and all accounts of employees were settled by respondent.

8) In order to support the defence, respondent filed documents with Exh.C-08. These documents show that complainant resumed his work at Pune and his member I. D. and P. F. number were changed. Irrespective of that it is important to bear in mind that only Mahalaxmi Enterprises i.e. present respondent was employer of complainant. It is contention of complainant that he was not officially relieved from his post at Kolhapur and therefore continued in his services at Pune. Further more as complainant is resident of Kolhapur

and Head Office of respondent is situated in Kolhapur, only Industrial Court, Kolhapur has jurisdiction to address his grievance.

9) The learned Counsel for respondent placed his reliance upon the judgment of Hon'ble Delhi High Court in case of *J. Balaji V/s. The Hindu, New Delhi, 2024 (180) F.L.R. 484*. In this judgment Hon'ble Delhi High Court has held that – once appellant had joined his place of posting at Chennai and his services are terminated from Chennai and order of his termination was issued from Chennai, it is clear that cause of action arose within jurisdiction of Chennai. Merely because appellant was posted in Delhi prior to his posting at Chennai would not confer jurisdiction on Delhi Court, when the cause of action qua the present proceeding did not arise in Delhi.

10) In all humbleness it is submitted that ratio of above judgment cannot be applied to present case. It is so because complete cause of action of present case does not arise at Pune. So, it cannot be said that present case should have been filed in Pune Industrial Court only.

11) Learned Counsel of respondent further relied upon the judgment of Hon'ble Bombay High Court in case of *State of Maharashtra and Others V/s. Zillha Krida Sankul Karmachari Sanghatana, 2022 S.C.C. Online Bom. 855*. In this judgment Hon'ble

High Court held that there ought to be clear nexus between the dispute and territory. It is observed that from the nature of grievance raised by respondent Union in the complaint that the unfair labour practice is alleged to have occurred at the place or situs where each employee has been employed by respective District, Sport Counsels / Committees.

12) In the same context of territorial jurisdiction reliance is also placed upon the judgment of Hon'ble Bombay High Court in case of ***Glaxo Smith Kline Pharmaceuticals Limited V/s. Abhay Raj Jain, 2008 S.C.C. Online Bom. 756.***

13) In order to counter the advancement of territorial jurisdiction, learned Counsel of complainant placed reliance upon judgment of Hon'ble Delhi High Court in case of ***Shri. N. K. Garg V/s. M/s. Jayprakash Associates Private Limited, 2023 (176) F.L.R. 142.*** In this judgment Hon'ble Delhi High Court observed that letter of termination was duly signed and issued by respondent Company Head Quarter located at Delhi. It is evident that even-though the situs of employment was in Vishakhapatnam, part of cause of action has arisen in Delhi. Hence, Government of N. C. T. of Delhi is well within its power to refer the dispute for adjudication to learned Labour Court.

14) It is pertinent to mention that complainant claimed his gratuity amount by serving the application dated 12/10/2021 in format

'T'. In response to that, respondents gave letter dated 15/11/2021 to complainant in format 'M'. In this letter respondent claimed recovery of Rs.9,87,382/- and against that amount forfeited all of complainant's claims. It is very important that letter in format 'M' dated 15/11/2021 is issued by respondent with address at Gokul Shirgaon, Kolhapur. In addition to claim of payment of unpaid wages, bonus and leave encashment, complainant urged to declare letter dated 15/11/2021 to be illegal and liable to *set-aside*. Hence, there are different causes of action and prayers. In this backdrop only because complainant's claim of unpaid salary, bonus and leave encashment pertains to tenure at Pune, does not mean that present Court has no jurisdiction to try and decide this case. On the contrary, Hon'ble Delhi High Court in case of *Shri. L. K. Garg* cited supra has made it clear that even-though the situs of employment was at another place, Court in which cause of action has arisen can entertain and decide the dispute. In present case complainant is resident of Kolhapur District and Head Office of respondent is also situated within the limits of Kolhapur.

15) The learned Counsel of complainant rightly submitted that two prayers and two claims can be decided simultaneously. If complainant is asked to claim his unpaid monetary benefits in the Court of Pune only, he will have to file another complaint in Court at

Kolhapur to get format 'M' letter dated 15/11/2021 canceled and *set-aside*. This will unnecessarily complicate the matter and will give rise to multiplicity of the proceedings. Therefore, both claims of unpaid monetary benefits and *setting-aside* format 'M' letter dated 15/11/2021 can be entertained by any Court either at Kolhapur or in Pune.

16) Taking into consideration all aspects of the case and in the light of discussion in above paragraph, it cannot be said that present Court has no territorial jurisdiction to try and decide this complaint. In other words complainant succeeds to prove that present complaint is maintainable in the territorial jurisdiction of Industrial Court at Kolhapur. Hence, the preliminary issue of territorial jurisdiction is answered in '**Affirmative**' and accordingly following order is passed.

### O R D E R

- 1) Present Court has territorial jurisdiction to entertain and decide the complaint.
- 2) Both parties are directed to lead their evidence regarding other issues.

**Kolhapur.**  
Date :- 03/09/2025.

(V. P. Adone)  
Member,  
Industrial Court No.02, Kolhapur.