

ECJ: Judgment in Case “Laboratoires Glaxosmithkline”

Today, the ECJ delivered the judgment in case C-462/06 (*Laboratoires Glaxosmithkline*) dealing with the interpretation of Art. 6 point 1 and Section 5 of Chapter II of the Brussels I Regulation. The French Cour de Cassation had referred the **following question** to the ECJ for a **preliminary ruling**:

Does the rule of special jurisdiction stated in Article 6(1) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, by virtue of which a person domiciled in a Member State may be sued ‘where he is one of a number of defendants, in the courts for the place where any of them is domiciled, provided the claims are so closely connected that it is expedient to hear and determine them together to avoid the risk of irreconcilable judgments resulting from separate proceedings’, apply to proceedings brought by an employee before a court of a Member State against two companies belonging to the same group, one of which, being the one which engaged that employee for the group and refused to re-employ him, is domiciled in that Member State and the other, for which the employee last worked in non-Member States and which dismissed him, in another Member State, when that applicant relies on a clause in the employment contract to claim that the two defendants were his co-employers from whom he claims compensation for his dismissal or does the rule in Article 18(1) of the regulation, by virtue of which, in matters relating to individual contracts of employment, jurisdiction is to be determined by Section 5 of Chapter II, exclude the application of Article 6(1), so that each of the two companies must be sued before the courts of the Member State where it is domiciled?

Thus, the Cour de Cassation essentially asked whether Art. 6 point 1 Brussels I Regulation in respect of co-defendants is applicable to an action brought by an employee against two companies established in different Member States which he considers to have been his joint employers.

The **Court** answered the question to that effect that

the rule of special jurisdiction provided for in Article 6, point 1, of the Regulation cannot be applied to a dispute falling under Section 5 of Chapter II of that regulation concerning the jurisdiction rules applicable to individual contracts of employment.

The Court states that neither a literal nor a teleological interpretation of the Regulation leads to allowing Art. 6, point 1 to apply in employment matters: Section 5 does not refer to Art. 6, point 1 – in contrast to Article 4 and Article 5, point 5, of the Regulation, the application of which is preserved expressly by Article 18(1) thereof. Thus, a literal interpretation shows that Section 5 of Chapter II precludes any recourse to Art. 6, point 1. Further, the Court emphasises that rules of special jurisdiction have to be interpreted strictly and cannot go beyond the cases expressly envisaged by the Regulation.

See for the full judgment as well as AG Maduro's opinion the website of the ECJ.