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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.4248 OF 2008
IN
SUIT NO.3313 OF 2008

The Bombay Dyeing & Mfg. Co. Ltd. ...Plaintiffs
V/s.
Mehar Karan Singh ...Defendant

Mr.D.J. Khambatta, Sr. Counsel a/w. Mr.P.A.
Kabadi i/b. Doijode & Associates for the Plaintiffs.
Mr.Rajiv Kumar a/w. Mr.Abishek Khare i/b. Khare
Legal Chambers for the Defendant.

CORAM : A.V. NIRGUDE, J.

DATE : 30TH JANUARY, 2009.

P.C.:

1. After having heard both the sides for quite some time, I think the Plaintiffs have made out a case for a favourable order.

2. Although lengthy arguments were advanced about the manner in which the Defendant allegedly committed breach of the service condition and the Wadia Group Companies code of conduct, I am not inclined to discuss the pros and cons of the same at this stage. So also, I am not inclined to discuss the events that took place between the Defendant and the Chairman and others of the Plaintiff-Company from 7th June, 2008 onwards for they too are not quite

relevant for the order I am passing today.

3. It is a common ground that the Defendant entered into an agreement of employment on 22nd August, 2005 with the Plaintiff-Company regarding the terms and conditions of such employment. The Defendant unequivocally agreed not to divulge or disclose to any person the confidential information and knowledge obtained by him during his employment as to the business and affairs of the company, know-how, technology, methods, machines, information, data, trade secrets, etc. about the various products of the company, list of the company's customers, suppliers etc. even after he ceases to be in the service of the company.

4. Admittedly, the Defendant is no more in the service of the Plaintiff-company and this covenant would bind him. I am not inclined to give importance to the Defendant's contention that he is not aware of the company's confidential information etc. There is strong reason to believe that the Defendant being the senior officer of the company having had opportunities to hear discussions in the board meetings etc. and having had an opportunity to go through the records of the company, acquired

information, knowledge etc. of the confidential nature of the company. I see no reason why the Defendant should not abide by the above mentioned covenants after his service with the company came to an end.

5. At this stage, therefore, I am inclined to direct him to abide by the covenants but having due regard to the fact that the information, knowledge etc. acquired by the Defendant during the course of his employment would have limited relevance, I would direct him to abide by this condition for a period of 18 months from today.

[A.V. NIRGUDE, J.]