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Date: 2026.10.14 18:37:50 +0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 3821 OF 2026
IN
SUIT NO. 246 OF 2026

Arun Kumar Arjunan …Applicant/Defendant

In the matter between:

AVANSE Financial Services Ltd. …Plaintiff

Versus

Arun Kumar Arjunan …Defendant

Mr. Hiren Kamod, Mr. Lalit Munshi, Mr. Rajat Abhale for the Plaintiff.

Mr. Harish Pandya a/w. Mr. Darshan Bafna, Ms. Sharmeen Lambay i/b. Bafna Law Associates for the Original Defendant.

Mr. B.V. Baravkar, Court Receiver present.

Mr. Swayam S. Chopda, (O.S.D.), Court Receiver, present.

CORAM : ARIF S. DOCTOR, J

DATE : 12TH OCTOBER, 2026

P.C.

1. The Applicant, who is the Defendant in the captioned Suit, has filed the present Interim Application, seeking, *inter alia*, (a) dismissal of the Suit and (b) set aside of the ex parte ad interim Order dated 6th May 2026, apart from a host of other reliefs.

2. The only thing which, in my view, eclipses the utter lack of merit in the present Interim Application is the egregious conduct of the Defendant, which shall be adverted to and dealt with separately.

3. Reference to the Parties in this Order shall be as they are arrayed in the Plaint.

Contextual Background

4. The captioned Suit and Interim Application No. 4602 of 2026 were filed on account of the breach of the Plaintiff's Confidential and Proprietary Information ("**Confidential Information**") by the Defendant, an ex-employee of the Plaintiff.

5. The Plaint sets out that, during the course of employment, the Defendant had illegally and without authorisation transferred and/or downloaded the Plaintiff's Confidential Information.

6. Crucially, the Defendant has not only admitted to the breaches alleged but has also refunded to the Plaintiff a sum of Rs. 10,36,271/- to the Plaintiff being the joining bonus and short-term incentive pay, as sought for in the Plaintiff's termination letter dated 22nd April 2026. It appears that the

Defendant also assured the Plaintiff that he would cooperate in the Plaintiff's internal investigation, however, subsequently reneged on that assurance.

7. It is the Plaintiff's case that, during the internal investigation, it came to light that the Defendant had copied 2,646 files, of which 2,266 were found to be the Plaintiff's Confidential Information.

8. Given the imminent threat that the Defendant would further disseminate and/or transmit the Plaintiff's Confidential Information, the Plaintiff filed the captioned Suit No. 246 of 2026 and Interim Application No. 4602 of 2026 seeking various interlocutory reliefs, more particularly set out therein.

9. This Court, being *prima facie* satisfied that the Plaintiff had shown sufficient cause, granted the Plaintiff ex parte ad interim relief vide an Order dated 6th May 2026 ("**Ex Parte Order**"), *inter alia*, appointing the Court Receiver and a forensic expert, i.e. AKS IT Services ("**AKS**"), to mirror all of the Defendant's devices and carry out a forensic analysis as detailed in the ex parte Order.

10. The execution of the ex parte Order was completed on 29th May 2026.

11. The Defendant then filed the present Interim Application.

Preliminary Objections by the Plaintiff

12. Mr. Kamod, learned Counsel appearing on behalf of the Plaintiff, at the outset submitted that the present Application was not only misconceived but also that the Defendant was not entitled to any discretionary relief on account of the Defendant's egregious conduct.

13. He pointed out that on 26th May 2026, when the Commission was being executed at the Defendant's residence in Borivali, the Court Receiver's officer in charge informed the Defendant of the contents of the ex parte Order and explained the manner in which the Commission would be executed. The Defendant thereafter read the ex parte Order in its entirety and made telephone calls to his advocates and also to his family members.

14. He submitted that the Court Officer, the AKS team, the Plaintiff's representatives and advocates, a lady advocate, the videographer and police constables present at the instance of the Court Officer remained

outside the Defendant's residence. The execution of the Commission was also video graphed, and the photographs and videos were in the custody of the Court Officer. The Defendant's CCTV system also recorded the events of 26th May 2026.

15. He submitted that on the final day of the Commission, i.e., 29th May 2026, after the Commission had been completed and the devices had been returned, the Defendant called the police to the Court Receiver's Office on the ground that his devices had not been returned within 72 hours. He submitted that thereafter, the Plaintiff's advocates and representatives received a call from the Senior Inspector of Police, Azad Maidan, informing them that the Defendant had lodged a complaint against the Plaintiff's management, the forensic expert and the Plaintiff's advocates, <u>including a lady advocate</u>. The Plaintiff's advocates were therefore compelled to attend the Police Station, at which time they were provided with a copy of the complaint dated 1st June 2026 filed by the Defendant.

16. Mr. Kamod submitted that the complaint alleged (**a**) illegal detention of the Defendant at his residence until 10:30 p.m., communication blackout,

starvation and mental torture of the Defendant and his aunt; (**b**) unauthorised forensic manipulation, including allegations against the Court Officer; (**c**) criminal breach of trust and unsupervised access; (**d**) theft and tampering with evidence; and (**e**) criminal conspiracy. He submitted that the Defendant had also sought the registration of an FIR against certain employees of the Plaintiff and the Plaintiff's advocates, including the lady advocate, and had, along with the complaint, submitted a handwritten letter alleging that the Court Receiver and the forensic team were colluding with the Plaintiff to harass and frame him.

17. Mr. Kamod submitted that such conduct on the part of the Defendant amounted to a direct affront to the dignity and majesty of the Court. He submitted that the Officers of the Court were the eyes and ears of the Court and were merely ensuring compliance with the Orders passed by this Court. In support of this, he placed reliance upon the decisions of ***Hindustan Unilever v. Ashok Kumar (Unknown persons in Maharashtra) & Ors.***[1] **and** ***Hindustan Unilever v. Ashok Kumar & Ors***.[2] He submitted that there was no justification whatsoever for the

[1] Order dated 11th February 2025 in Commercial IP Suit (L) No. 18166 of 2024.
[2] Order dated 9th August 2023 in Commercial IP Suit (L) 192 of 2023.

Defendant to have filed any criminal/police complaint. The only plausible reason he submitted for doing so was to intimidate and harass all concerned and nothing more.

18. Mr. Kamod submitted that this conduct of the Defendant had disentitled the Defendant from seeking any discretionary relief from this Court. In support of his contention, he placed reliance upon the decision of the Hon'ble Supreme Court in ***Gujarat Bottling Co. Ltd. & Ors. v. Coca-Cola & Ors.***[3] and pointed out that the Court, when considering an application under Order XXXIX Rule 4 of the Code of Civil Procedure, 1908 ("**CPC**"), is required to take into consideration the conduct of the party invoking its jurisdiction.

19. Mr. Kamod additionally pointed out that none of the grounds taken in the present Interim Application would fall within the narrow ambit and scope of Order XXXIX Rule 4 of the CPC. He submitted that the appropriate remedy of the Defendant, if at all, was to file an Appeal against the *ex parte* Order. In support of his contention that the ambit and scope of an Application under Order XXXIX Rule 4 of the CPC was very limited and

[3] 1995 5 SCC 545.

restricted only to the grounds set out in Order XXXIX Rule 4 of the CPC. In support of his contention, he placed reliance upon the decisions in ***Shemaroo Entertainment Ltd. v. Cobol Communications Pvt. Ltd.***[4], ***Marico Limited v. K.L.F. Nirmal Industries Pvt. Ltd.***[5] and ***Laser Shaving (India) Pvt. Ltd. v. RKRM International Products Pvt. Ltd***.[6]

Submissions on behalf of the Defendant

20. Mr. Pandya, learned Counsel appearing on behalf of the Defendant, at the outset submitted that the present Application had not been filed under the provisions of Order XXXIX Rule 4 of the CPC but had been filed pursuant to the liberty granted by this Court as recorded in paragraph 21 of the ex parte Order and under the provisions of Section 151 of the CPC.

21. He placed reliance upon the decision of the Hon'ble Supreme Court in ***A. Venkatasubbiah Naidu v. S. Chellappan***[7], to submit that it was always open to a party, in an Application filed under Order XXXIX Rule 4 of the CPC, to urge all the grounds that would otherwise be available to such party in an Appeal. He therefore submitted that there was no merit in the

[4] Order dated 31.10.23 in Interim Application (L) No. 18103 of 2023 in Comm IP suit (L) No. 1448 of 2023.
[5] 2023 SCC ONLINE Bom 2734.
[6] 2024 SCC ONLINE Bom 4079.
[7] (2000) 7 SCC 695.

contention that the present Application was not maintainable. He thus pressed the Interim Application on the following grounds.

Non-compliance with Order XXXIX Rule 3

22. Mr. Pandya submitted that the provisions of Order XXXIX Rule 3 of the CPC were mandatory and that it was therefore obligatory upon the Plaintiff to have served the Defendant with complete papers and proceedings on or before 7th May 2026. He submitted that, despite the mandatory requirements of Order XXXIX Rule 3 of the CPC, the Plaintiff had, till date, not served the complete Plaint and its annexures upon the Defendant.

23. He also pointed out that the Plaintiff had, vide an email dated 15th June 2026, refused to furnish the Defendant with Exhibit B to the Plaint, which was stated to contain the Confidential Information. He placed reliance upon the decision in the case of ***Time City Infrastructure Housing Ltd. v. State of U.P.***,[8] to submit that non-compliance with the provisions of Order XXXIX Rule 3 would warrant that the ex parte Order be vacated on that ground alone.

[8] 2025 SCC OnLine SC 1674.

Violation of Articles 20(3) and 21 of the Constitution of India

24. Mr. Pandya then submitted that the ex parte Order also violated the Defendant's rights under Articles 20(3) and 21 of the Constitution, in addition to the principles of natural justice. He pointed out that, prior to the filing of the present Suit, the Plaintiff had also filed a criminal complaint against the Defendant.

25. He submitted that by virtue of the directions in the ex parte Order requiring the Defendant to answer the Court Receiver truthfully and disclose passwords, etc., the Defendant's rights under Articles 20(3) and 21 of the Constitution stood violated since the Defendant was now compelled to answer the queries of the Court Receiver and thereby incriminate himself. He submitted that had the ex parte Order not been passed, the Defendant could have refused to answer the said queries and thereby protected himself. In support of his contention that the ex parte Order amounted to a violation of the Defendant's fundamental rights, he placed reliance upon the decisions in ***Madhyamam Broadcasting Ltd. v. Union of India***[9] and ***Selvi v. State of Karnataka***[10]. He also submitted that

[9] (2023) 13 SCC 401.
[10] (2010) 7 SCC 263.

as a consequence of the ex parte Order, privileged communications between the Defendant and his advocates were made available to the forensic auditor which resulted in a breach of privilege.

Allegations concerning Plaintiff's Fishing Inquiry

26. Mr. Pandya submitted that a plain reading of paragraph 14 of the Plaint made it clear that the Suit was, in substance, a fishing inquiry, since the Plaint demonstrated that the Plaintiff was unaware of the extent of the data allegedly downloaded by the Defendant. He further submitted that the Suit was also a counterblast to the Defendant's report dated 15th February 2026, by which the Defendant had exposed certain financial jugglery and financial irregularities involving the Plaintiff's Managing Director and senior management.

27. He submitted that the Plaintiff, having failed in the criminal proceedings, had resorted to forum shopping and had sought to use the ex parte Order as a means of planting evidence against the Defendant. He further submitted that a forensic expert could not be appointed for the purpose of gathering evidence on behalf of a Plaintiff, which, according to him, was

precisely what had been done in the present case. In support of his contention that the Plaintiff could not use the Court machinery to gather evidence, he placed reliance upon the decisions in ***Lakshmi v. Chinnammal***[11]***, Sanjay Namdeo v. Sahebrao Kachru***[12], ***Dinanath Supdu Joshi v. Shriram***[13] and ***Rochem Separation Systems (India) Pvt. Ltd. v. Nirtech Private Limited***[14]**.**

28. Mr. Pandya further submitted that the claim of Rs. 15 crores in prayer '**c**' of the Plaint was only to bring the Suit within the jurisdiction of this Court and was therefore cleverly drafted. He submitted that this was evident, as the Plaintiff could not have quantified damages in respect of "unknown data". He placed reliance upon the decision of the Hon'ble Supreme Court in ***Ram Singh v. Gram Panchayat Mehal Kalan***[15] to submit that, by resorting to clever drafting, a Plaintiff could not be permitted to confer jurisdiction upon a Court.

[11] (2009) 13 SCC 25.
[12] 2001 (2) Mh.L.J. 959.
[13] 2022 SCC OnLine Bom 6712.
[14] In Order dated 30.03.2023 in I.A.(L) No. 29924 of 2024.
[15] (1986) 4 SCC 364.

Conduct of the Plaintiff and Court Receiver

29. Mr. Pandya then submitted that the Defendant had not, in any manner, obstructed the execution of the Commission. According to him, it was, in fact, the Plaintiff who had refused to serve the papers upon the Defendant despite repeated requests. He submitted that the Court Receiver had also taken possession of the Defendant's SIM cards, thereby preventing the Defendant from communicating with his advocates.

30. He further submitted that, during the course of execution of the ex parte Order, the Defendant had been confined to his residence on 26th May 2026. He submitted that thereafter, on 28th May 2026, the Defendant was kept at the Court Receiver's office from approximately 10:00 a.m. to 8:40 p.m., and on 29th May 2026 from approximately 11:00 a.m. to 10:30 p.m.

31. He also submitted that devices belonging to the Defendant's family members had been seized and that third parties had been given remote access to those devices on 28th and 29th May 2026. He submitted that, on 27th May 2026, which was a bank holiday, the technical experts had sought an OTP and accessed the Defendant's accounts, as reflected in the

Google Takeout logs at Exhibits B and B-1 to the Interim Application. He further submitted that personal data had been deleted from the Defendant's devices notwithstanding the protective directions contained in the ex parte Order.

32. Mr. Pandya submitted that the CCTV footage showed the Plaintiff's representative and advocate removing the carton containing the devices, whereas the handwritten Site Report dated 26th May 2026 recorded that the Court Receiver had taken custody of the Defendant's devices. He also submitted that the Plaintiff's Deputy CISO had retained exclusive custody of the devices and that the Defendant's mobile phone had been handled outside the Court Receiver's office, as was evident from Exhibits H and H-1.

33. He submitted that there were discrepancies between the typed and handwritten Site Reports. In particular, he pointed out that the handwritten Site Report did not record a Canon SD card and two HDDs and that a fresh handwritten report bearing Report No. 344 of 2026 had subsequently been produced. He also submitted that the AKS report

referred to "Evidence 04, 512 GB Realtek", which was not mentioned in either the Site Report or the Court Receiver's Report. Mr. Pandya submitted that these discrepancies clearly demonstrated that evidence had been planted on the Defendant's devices.

34. He then pointed out that the Defendant had approached the police only after the expiry of 72 hours, at approximately 3:15 p.m. on 29th May 2026, since the devices had not been returned to him until approximately 10:30 p.m. He submitted that the very fact that the Court Receiver had sought permission to engage an advocate itself demonstrated that there was substance in the Defendant's contentions qua the Court Receiver. In support of his contention, he placed reliance upon the decision in ***Prakash Nishad v. State of Maharashtra***[16].

Suppression and Misleading Statements

35. Mr. Pandya then submitted that the Plaintiff had "snatched" the ex parte Order by suppressing material facts and misleading the Court. He submitted that the Plaintiff had failed to disclose in paragraph 14 of the Plaint that the extent of data taken by the Defendant was unknown. He

[16] (2023) 16 SCC 357.

also submitted that the Plaint suppressed the Defendant's report, by which, according to him, the Defendant had exposed alleged financial irregularities by the Plaintiff's Managing Director and other senior management of the Plaintiff. He submitted that it was incumbent upon the Plaintiff to have disclosed all these facts and material to the Court.

36. He then also placed reliance upon the decisions in ***Rochem Separation Systems (India) Pvt. Ltd. v. Nirtech Private Limited***, ***Elder Project v. Elder Neutricals Pvt. Ltd.***[17] and ***MU Sigma Business Solutions Pvt. Ltd. v. Sagar Balan***[18] to submit that a Plaintiff seeking protection of confidential information must clearly and specifically identify the information which the Plaintiff asserts as being confidential. He pointed out that paragraphs 9 and 10 of the Plaint contained only vague assertions of alleged Confidential Information and that the Plaintiff had failed to properly identify what information was actually confidential.

37. Mr. Pandya then submitted that much of the material which the Plaintiff had claimed was confidential was, in fact, available in the public domain, including remuneration of directors, KMPs and employees; ESOPs;

[17] Order dated 09.03.2026 in I.A. (L) No.35091 of 2025, in Comm. IP Suit(l) No. 27106 of 2025.
[18] Order dated 14.06.2019 in MFA. No. 7740 of 2018 passed by Karnataka High Court.

financial forecasts and business plans; Board and committee minutes; regulatory trackers; succession planning records; and NRC material.

38. He also submitted that the Plaintiff used Google's servers, and, therefore, third parties had access to the Plaintiff's data. He submitted that the Plaintiff had failed to disclose that its Google Workspace was configured on the Defendant's personal tablet and that its CISO had deleted the folder "Arun's Work files" following DLP alerts.

39. He further submitted that the Plaintiff had also misrepresented its Google Drive as that of the Defendant's and had failed to disclose that the Defendant's work was automatically uploaded to the Plaintiff's server. He submitted that the Plaintiff's CPO, Mr. Achal Goel, was also actively involved in providing the Defendant with the CHRO's contact for the AON survey and benchmarking exercise. All of this, he submitted negated the Plaintiff's claim of Confidential Information or breach thereof by the Defendant.

Urgency and Alleged Settlement

40. Mr. Pandya submitted that the Plaintiff had also misled the Court on the aspect of urgency by relying upon paragraph 61 of the Plaint. He pointed out that, in paragraph 65, the Plaintiff had stated that 11th March 2026 was the date on which the cause of action had arisen. He also pointed out that the Plaintiff had filed a criminal complaint on 26th March 2026, and despite this, the Suit was filed only on 2nd May 2026. He therefore submitted that this sequence of events demonstrated that there was no urgency warranting the grant of ex parte relief.

41. He therefore submitted that the Plaintiff had not made a full disclosure as required before applying for ex parte ad interim relief, and thus the ex parte Order ought to be vacated forthwith since there was no genuine urgency on the part of the Plaintiff in applying for urgent ex parte ad interim relief. In support of his contention that this would warrant having the Order vacated forthwith, he placed reliance upon the decisions in ***Morgan Stanley Mutual Fund v. Kartick Das***[19]***, T. Krishnaswamy***

[19] (1994) 4 SCC 225.

Chetty v. C. Thangavelu Chetty[20]***, A.R.N. Chinna Narayanan v. Sree Shyam Sayee Corporation***[21] and ***Avanika Films LLP v. Abhay Verma***[22].

42. He also submitted that the Plaintiff had failed to disclose that the termination letter dated 22nd April 2026 annexed a Full and Final Settlement Statement and that the Plaintiff had, in paragraph 44 of the Plaint, admitted receipt of Rs. 10,36,271 on 27th April 2026. He therefore submitted that, since there was a settlement between the Parties, the Plaintiff could not have filed the present Suit. In support of his contention that, in view of the full and final settlement, the Plaintiff was precluded from filing the present Suit, he placed reliance upon the decisions of the Hon'ble Supreme Court in ***National Insurance Co. Ltd. v. Boghara Polyfab Pvt. Ltd.***[23] and ***ONGC Mangalore Petrochemicals Ltd. v. ANS Constructions Ltd.***[24]

Sealed Cover and Non-Supply of Exhibit B

43. Mr. Pandya submitted that Exhibit B to the Plaint had been submitted in a sealed cover and had never been furnished to the Defendant despite the

[20] AIR 1955 Mad 430.
[21] 1990-L.W. 260.
[22] Order dated 15.09.2025.
[23] (2009) 1 SCC 267.
[24] (2018) 3 SCC 373.

Defendant specifically calling upon the Plaintiff to do so. He submitted that the Defendant had never had an opportunity to deal with the same or to meet the allegations levelled against him on the basis thereof. On this basis, he submitted that an adverse inference must be drawn against the Plaintiff in this regard.

44. He then placed reliance upon the decisions in ***Sonali Ashok Tandle v. Ranka Lifestyle Ventures***[25], ***Madhyamam Broadcasting v. Union of India***[26] and ***T. Takano v. SEBI***[27] to point out that the practice of submitting information in a sealed cover to the Court had been deprecated. He also submitted that there was no provision in the CPC by which a party was permitted to tender material in a sealed cover and withhold it from the other side. He also pointed out that the Plaintiff had not placed on record any practice note permitting the Plaintiff to do so. He therefore submitted that the non-supply of Exhibit B had deprived the Defendant of a meaningful opportunity to contest the Plaintiff's claim, meet the case against him and effectively defend himself.

[25] 2023 SCC OnLine Bom 1918.
[26] (2023) 13 SCC 401.
[27] (2022) 8 SCC 162.

45. He further submitted that the Plaintiff's assertion that the Court Receiver had been appointed to prevent the dissemination of incriminating evidence itself demonstrated that the Receiver had, in substance, been appointed to gather evidence on behalf of the Plaintiff. He pointed out that the Plaintiff had, in prayer clause '**a**' of the Plaint, sought an injunction in respect of data "*as further discovered during the course of forensic investigation*" which itself made clear that the Plaintiff's attempt was to gather evidence. In support of his contention, he placed reliance upon the decisions of ***Lakshmi***, ***Sanjay Namdeo***, ***Dinanath Supdu Joshi,*** and ***Rochem Separation Systems (India) Pvt. Ltd.,*** to submit that the Plaintiff had to stand on his own legs to prove its case.

Submissions on behalf of the Plaintiff

46. Mr. Kamod, learned Counsel for the Plaintiff, at the outset submitted that the Plaintiff was wholly justified in seeking ex parte ad interim relief, which was now in fact vindicated by the forensic audit conducted pursuant to the ex parte Order. He pointed out that the forensic audit report had found the Plaintiff's data on the Defendant's devices.

47. He then, without prejudice to his contention that the Defendant had disentitled himself to any discretionary relief in light of his conduct as well as on the question of maintainability, made the following submissions.

Scope of Order XXXIX Rule 4

48. Mr. Kamod submitted that the present Interim Application was, in substance, an application under Order XXXIX Rule 4 of the CPC, since it sought vacation of the ex parte Order passed by this Court. He submitted that the only provision in the CPC which enabled a party to seek vacation of an ex parte ad interim Order was Order XXXIX Rule 4, and hence, the present Application was clearly an Application under Order XXXIX Rule 4 since the Defendant had, by way of the present Interim Application sought to have the ex parte Order dated 6th May 2026 vacated.

49. He then invited my attention to the provisions of Order XXXIX Rule 4 to point out that to sustain an Application under the said provision, it was incumbent upon the Party seeking to have an ex parte Order set aside to demonstrate that the ex parte Order had been obtained on the basis of a

false or misleading statement made knowingly in relation to a material particular. He submitted that the limited scope of Rule 4 could not be enlarged so as to permit a reconsideration of the merits of the Order or to operate as a substitute for an appeal.

50. He submitted that the Defendant's reliance upon the decision of the Hon'ble Supreme Court in the case of ***A. Venkatasubbiah Naidu v. S. Chellappan & Ors.*** was entirely misplaced. He submitted that the Hon'ble Supreme Court had in the said decision merely held that, where an application under Order XXXIX Rule 4 was not decided within 30 days, the aggrieved party could prefer an appeal. He was at pains to point out that the said decision did not in any manner conflate an application under Order XXXIX Rule 4 of the CPC with an appeal. He submitted that the Defendant, having chosen to invoke the provisions of Order XXXIX Rule 4, was therefore confined to the limited grounds available under that provision.

Order XXXIX Rule 3 and Exhibit B

51. Mr. Kamod submitted that there was no merit in the contention that the Plaintiff had not complied with the provisions of Order XXXIX Rule 3 of the CPC. He pointed out that paragraph 19 of the ex parte Order directed the Plaintiff to comply with Order XXXIX Rule 3 within 14 days of completion of the Commission. He submitted that was the normal practice in such matters. In support of his contention, he placed reliance upon the decision in ***FLSmidth Private Ltd. v. Enweigh India Private Ltd***.[28]

52. He submitted that the Commission was completed on 29th May 2026 and that the Defendant had thereafter been duly on 10th June 2026, as evidenced by Exhibit F to the Plaintiff's Affidavit in Reply and the Affidavit of Service filed on 12th June 2026. Insofar as the Defendant's grievance regarding non-furnishing of a copy of the pen drive, i.e., Exhibit B to the Plaint, was concerned, he submitted that the confidential data contained therein was not required to be furnished to the Defendant, since disclosure would defeat the very purpose of the Suit. This he

[28] Order dated 21st October 2024 in Interim Application (L) No. 32328 of 2024, passed by Bombay High Court.

submitted was the usual practice in matters concerning breach of confidential information. In support of this contention, he placed reliance upon the decision in ***Laxmi Dental Exports Pvt. Ltd. v. Yogesh Bagul***.[29]

Other Grounds Raised by the Defendant

53. Mr. Kamod submitted that the Defendant's contentions regarding the alleged breach of the Defendant's fundamental rights were entirely without merit and that the decisions relied upon by the Defendant to support such contention were also wholly misplaced and had no application to the facts of the present case. He pointed out that the decision in ***Madhyamam Broadcasting Ltd.***, upon which reliance was placed by the Defendant, concerned administrative law and natural justice, whereas the decision in ***Selvi*** concerned narco-analysis and polygraph tests on accused persons. He reiterated that the present Suit concerned breach of Confidential Information and did not involve any violation of fundamental rights.

54. He also submitted that there was no merit in the contention that the Plaintiff had filed the Suit as a fishing inquiry. He pointed out that the

[29] Order dated 15th November 2022 in Interim Application (L) No. 16135 of 2022 passed by the Bombay High Court.

Plaintiff had identified the 2,646 files, of which 2,266 were confidential, in paragraphs 10, 34 and 45(d) of the Plaint and had tendered them in Exhibit B, with their categories set out in Exhibit B-1. He submitted that the Plaintiff did not know the extent to which those files had been stored or transmitted, which was precisely why the forensic exercise was necessary. This, he submitted, by no means rendered the Suit a fishing inquiry.

55. He then placed reliance upon the decisions in ***Eurofragrance India Pvt. Ltd. v. Mayur Kapse***[30] and ***Autodesk Inc. v. A.V.T. Shankardas***[31] to submit that the purpose of appointing the Court Receiver and a forensic expert was to prevent the destruction or dissemination of incriminating evidence and not to gather evidence for the Plaintiff. He also distinguished the decisions in ***Laxmi Dental***, ***Sanjay Namdeo*** and ***Dinanath Supdu Joshi***, upon which reliance had been placed by the Defendant, by pointing out that none of those decisions concerned cases which pertained to the issue of confidentiality or theft of confidential and proprietary information.

[30] Order dated 17th June 2026 in Interim Application (ST) No. 17925 of 2026, passed by Bombay High Court.
[31] 2008 (105) DRJ 188 (DB).

56. He submitted that the criminal proceedings filed by the Plaintiff under the Information Technology Act, 2000, and the Bharatiya Nyaya Sanhita, 2023, constituted a separate cause of action from the present Civil Suit and, hence, ought not to be conflated with these proceedings. He submitted that the Plaintiff was entitled to seek injunctive relief and damages notwithstanding the pendency of the criminal proceedings filed by the Plaintiff.

57. As regards the contention of clever drafting, he submitted that the Plaintiff's claim of Rs. 15 crores was the very minimum loss conservatively estimated at the time of the institution of the Suit. He submitted that the same was liable to be quantified once the extent of the breach became known. He pointed out that the Plaintiff had, in any event, expressly reserved his rights under Order II Rule 2 of the CPC. He submitted that the decision in the case of ***Ram Singh*** upon which the Defendant had placed reliance, would not apply since it was in the context of a specific jurisdictional bar and in the context of Panchayat

land. Neither of these, he submitted, would apply to the facts of the present case.

Suppression and Misleading Statements

58. Mr. Kamod submitted that the allegation of suppression was misconceived. He pointed out that the Plaint identified the 2,266 files and placed them before the Court in Exhibit B. He submitted that the Defendant's contention that the Plaintiff was required to identify which portions of that information were publicly available was therefore irrelevant to the question of whether the Defendant had stolen the Plaintiff's proprietary material.

59. He submitted that the AKS report belied the Defendant's contention that the files could not have been downloaded. He submitted that the decision in ***MU Sigma Business Solutions Pvt. Ltd.***, upon which the Defendant had placed reliance, would not apply since, in that case, the Plaintiff had not identified the specific details in respect of which the breach of confidentiality had arisen. In the present case, he pointed out that the Plaintiff had specifically identified the Confidential Information in

question. He submitted that whether the information was ultimately held to be confidential in nature would be tested at trial.

60. He then submitted that the AON report and Red Herring Prospectus, upon which the Defendant had placed reliance, disclosed only limited information concerning the remuneration of certain senior KMPs and only for certain years. In contrast, he pointed out that the report of the forensic auditor appointed by this Court specifically recorded that the Defendant's devices contained consolidated salary and payroll registers of all employees for FY 2021-22 to FY 2024-25, NRC minutes, business strategy material and individual compensation benchmarking. Furthermore he submitted that the said Report also identified ESOP and NRC folders containing individual allocation, vesting and cancellation records, as well as the share valuation methodology of the Plaintiff. He submitted that the Defendant had produced no material whatsoever demonstrating that this information was publicly available.

61. Mr. Kamod then submitted that tendering Confidential Information in a sealed cover was an established practice in matters concerning breach of

confidentiality. In support of his contention, he placed reliance upon the decision in ***Acko General Insurance v. Yogesh Agrawal***[32]. He pointed out that even the decision in ***Rochem Separation Systems***, upon which the Defendant had placed reliance, itself recognised this practice. He distinguished the decisions in ***Sonali Ashok Tandle***, ***Madhyamam Broadcasting Ltd.*** and ***T. Takano***, upon which the Defendant had placed reliance, by pointing out that all those decisions concerned writ petitions or appeals and were not, even remotely, in the context of proceedings concerning breach of confidentiality and/or theft of confidential and proprietary information.

62. He submitted that the Defendant's allegation of so-called "financial jugglery" was also a complete afterthought, since it had not been raised either in the Defendant's reply dated 6th April 2026 to the show-cause notice or in the Defendant's reply dated 23rd April 2026 to the termination notice. He submitted that the Defendant was employed in the People's Practice department and had, by an email dated 6th February 2026, been assigned the task of identifying the percentage of reimbursements to

[32] Order dated 10th August 2020, in LS-VC-GSP-9 of 2020 in Comm IP Suit of 2020.

CTC. He also pointed out that the decision in ***Elder Project***, upon which reliance had been placed by the Defendant, would not apply since it was a trade mark case in which the Plaintiff was found guilty of suppression, whereas, in the present case, the allegation of "financial jugglery" was entirely an afterthought.

63. Mr. Kamod then submitted that the payment of Rs. 10,36,271 by the Defendant was not a full and final settlement as claimed by the Defendant, since the Plaintiff had in paragraph 21 of the termination notice expressly reserved all its rights and remedies in law and in equity, including seeking damages. He pointed out that the decisions in ***National Insurance*** and ***ONGC Mangalore***, upon which the Defendant had placed reliance, would not apply since neither of those decisions were rendered in the context of an Application under Order XXXIX Rule 4 of the CPC but concerned adjudication on merits.

64. He submitted that urgency, or the lack thereof, was not a ground on which an ex parte Order could be set aside under the provisions of Order XXXIX Rule 4 of the CPC. In any event, and without prejudice, he

pointed out that, prior to initiating the Suit, the Plaintiff had issued a show-cause notice to the Defendant and permitted the company's internal enquiry to take its ordinary and fair course rather than acting prematurely. He submitted that the Plaintiff had done so because the Defendant had agreed to cooperate. However, the Defendant thereafter reneged on his obligations and adopted an obstructive and non-cooperative stance, refusing to cooperate with the internal investigation.

65. He submitted that, upon the culmination of the internal enquiry and the forensic findings, the Plaintiff terminated the Defendant's employment on 22nd April 2026. Given the Defendant's demonstrated inclination towards concealment and non-cooperation and the strong apprehension that the Defendant would disseminate, destroy or otherwise deal with the Plaintiff's Confidential Information, the Plaintiff promptly moved this Court thereafter and filed the present Suit on 2nd May 2026. He therefore submitted that the Plaintiff had acted with alacrity in securing itself and moving this Court.

66. Mr. Kamod submitted that the contention that Rule 4 of Order XXXIX did not apply to an order appointing a Court Receiver was also misconceived. He submitted that Rule 4 of Order XXXIX was not confined only to injunctions and pointed out that in the case of ***Laser Shaving,*** an interim order appointing the Court Receiver was in fact vacated and the Court Receiver was discharged in proceedings under Order XXXIX Rule 4. He also submitted that the principles laid down in the case of ***Shemaroo***, ***Marico*** and ***Laser Shaving,*** were not only confined to intellectual property matters.

67. He submitted that the question of resorting to the provisions of Section 151 of the CPC did not arise since the Code had provided a specific remedy for setting aside an ex parte Order. In these facts, he submitted that it would not be open to the Defendant to invoke the inherent powers of the Court as a matter of course. The liberty reserved in paragraph 21 of the ex parte Order was granted in the context of Rule 4 of Order XXXIX of the CPC and submitted that this liberty could not be construed to mean

that the Court had in any manner expanded the ambit and scope of Order XXXIX Rule 4 of the CPC.

68. He submitted that the contention that the Court could not extend the time contemplated under Rule 3 had no basis. In any event, he submitted that this contention would not constitute a ground to vacate an ex parte Order under Rule 4. He then submitted that there was no occasion to annex the email dated 6th February 2026 to the Plaint, since it had no bearing on the subject matter of the Suit, and that it had been produced with the Reply only to set the record straight.

Costs

69. Mr. Kamod submitted that given the conduct of the Defendant in filing a police complaint against the Officers of the Court, the forensic auditor appointed by the Court and the advocate of the Plaintiff, not only should the Interim Application be dismissed, but given the Defendant's egregious conduct, it was the Court's duty to dismiss the Interim Application with costs. In support of his contention, he placed reliance upon the decision of the Hon'ble Supreme Court in ***Dnyandeo Sabaji***

Naik v. Mrs. Pradnya Prakash Khadekar & Ors.[33] which he pointed out held as follows viz.

> *"13. This Court must view with disfavour any attempt by a litigant to abuse the process. The sanctity of the judicial process will be seriously eroded if such attempts are not dealt with firmly. A litigant who takes liberties with the truth or with the procedures of the Court should be left in no doubt about the consequences to follow. Others should not venture along the same path in the hope or on a misplaced expectation of judicial leniency. Exemplary costs are inevitable, and even necessary, in order to ensure that in litigation, as in the law which is practised in our country, there is no premium on the truth."*
>
> *"14. Courts across the legal system-this Court not being an exception are choked with litigation. Frivolous and groundless filings constitute a serious menace to the administration of justice. They consume time and clog the infrastructure ...*
>
> *... It is the duty of every court to firmly deal with such situations. The imposition of exemplary costs is a necessary instrument which has to be deployed to weed out, as well as to prevent the filing of frivolous cases. It is only then that the courts can set apart time to resolve genuine causes and answer the concerns of those who are in need of justice. Imposition of real time costs is also necessary to ensure that access to courts is available to citizens with genuine grievances. Otherwise, the doors would be shut to legitimate causes simply by the weight of undeserving cases which flood the system. Such a situation cannot be allowed to come to pass. Hence, it is not merely a matter of discretion but a duty and obligation cast upon all courts to ensure that the legal system is not exploited by those who use the forms of the law to defeat or delay justice. We commend all courts to deal with frivolous filings in the same manner."*

(emphasis supplied)

[33] (2017) 5 SCC 496.

Reasons and Conclusions

70. After having considered the rival contentions as also the case law upon which reliance has been placed, I find as follows, viz.

A. It is not in dispute that the Order dated 6th May 2026 is an ex parte ad interim order and that the only provision under the CPC for discharging, varying or setting aside such an order is under Order XXXIX Rule 4 of the CPC. A plain reading of the proviso to Order XXXIX Rule 4 makes it explicit that an Application under Order XXXIX Rule 4 must be premised upon a false or misleading statement knowingly made by the party who has obtained the order of injunction. The false or misleading statement must be in relation to a material particular and be made either in the application for a temporary injunction or in any affidavit supporting such application. This Court, in the case of ***Shemaroo Entertainment Ltd.***, ***Marico Limited*** and ***Laser Shaving (India) Pvt. Ltd.***, noted the very limited ambit and scope of an application under Order XXXIX Rule 4.

B. In the present case, prayer clause '**b**' of the Interim Application seeks to set aside and/or recall the said Order. Thus, on the face of it, the present

Interim Application is an Application under the provisions of Order XXXIX Rule 4 of the CPC. Also, given that the Code specifically provides for the mode and circumstances in which an ex parte ad interim Order can be discharged, varied or set aside, the question of resorting to the provisions of Section 151 of the CPC to expand the scope of the present Interim Application does not, in my view, arise.

C. Equally, merely because this Court, in paragraph 21 of the ex parte Order, granted liberty to the Defendant to seek a variation, modification or recall of the order, does not, and cannot, in any manner be construed to mean that the scope of the provisions of Order XXXIX Rule 4 was enlarged by such liberty. Such liberty cannot be interpreted to mean that the Defendant in the guise of an Interim Application, can assail the Order on merits and urge in an Application under the provisions of Order XXXIX Rule 4 grounds of challenge which could have and should have been urged in an Appeal.

D. Also, and in my view crucially, the entire case on the maintainability of the present Interim Application has been premised upon the decision of

the Hon'ble Supreme Court in ***A. Venkatasubbiah Naidu.*** The Defendant has on the basis of the said decision argued that it is open to a party in an Application filed under Order XXXIX Rule 4 of the CPC to urge all grounds that may otherwise be available to such party in an Appeal. Thus, the Defendant's reliance upon this decision of the Hon'ble Supreme Court itself makes it implicit that the present Application is filed under the provisions of XXXIX Rule 4 of the CPC and therefore it is not open for the Defendant to urge otherwise. What is to be seen is the substance of the Application and not the nomenclature used or provisions of law referred to therein.

E. In any event, the Defendant's reliance upon the decision of the Hon'ble Supreme Court in ***A. Venkatasubbiah Naidu*** is, in my view, entirely misplaced. A plain reading of the said decision makes it clear that what the Hon'ble Supreme Court held therein was that the existence of an application under Order XXXIX Rule 4 would not take away the statutory right of an aggrieved party to prefer an Appeal. The Hon'ble Supreme Court has not in any manner conflated the provisions of Order

XXXIX Rule 4 of the CPC with that of an Appeal, nor does it hold that every ground available in an Appeal can be urged in an Application under Order XXXIX Rule 4.

F. Also, the contention that the provisions of Order XXXIX Rule 4 apply only to injunctions and would not apply to cases where a Court Receiver has been appointed is also plainly misconceived. The Plaintiff has correctly pointed out that the decision of this Court in ***Laser Shaving*** itself makes it clear that an ex parte ad interim order appointing a Court Receiver can also be vacated and the Court Receiver discharged by resorting to the provisions of Order XXXIX Rule 4 of the CPC. Equally, the principles laid down by this Court in ***Shemaroo***, ***Marico*** and ***Laser Shaving*** are not in any manner confined only to intellectual property matters.

G. A plain reading of the Affidavit in Support of Interim Application and the submissions advanced on behalf of the Defendant makes it clear that, the Defendant has raised several grounds which are ex facie beyond the limited ambit and scope of an application under Order XXXIX Rule 4 of

the CPC, i.e. a false or misleading statement knowingly made. The grounds urged by the Defendant broadly summarised are as follows (**a**) that the Order violates Articles 20(3) and 21 of the Constitution and infringes privileged communications; (**b**) non-compliance with Order XXXIX Rule 3 of the CPC and the tendering of Exhibit B in a sealed cover; (**c**) that the Suit amounts to a fishing inquiry; (**d**) alleged suppression and misleading of the Court, including in relation to the alleged full and final settlement; and (**e**) alleged misconduct on the part of the Court Receiver in implementing the Order, as well as contradictions in the Receiver's records. Therefore, only the allegations of suppression and/or making a false or misleading statement in relation to a material particular would have to be tested in the present case. The remaining grounds are clearly beyond the limited ambit and scope of the present Application and thus need not and cannot be considered in the present Application. In these circumstances, the Defendant's reliance upon the decisions in ***Selvi*** and ***Ram Singh*** is of no assistance since they do not enlarge the statutory scope of the inquiry under Order XXXIX Rule 4 nor

do they permit grounds falling outside the parameters of that provision to be considered.

H. I find no merit in the contention that the Plaintiff has suppressed any material fact or document from this Court and that the ex parte ad interim Order is liable to be set aside on that ground. I am also unable to accept the Defendant's contention that the confidential information in question was in the public domain. The information found in the Defendant's possession is not confined to information disclosed in publicly available documents, i.e., the AON Report and the Red Herring Prospectus. The Plaintiff has *prima facie* demonstrated that the Prospectus and the AON Report disclose the remuneration of only a limited number of senior KMPs for a particular year. In contrast, the AKS Report dated 20th June 2026 records consolidated salary and payroll registers for all employees for FY 2021–2022 to FY 2024–2025, as well as NRC minutes and business strategy material. It also records granular, individual-level information, including payroll costing, "HR Cost Optimisation", PMS files and CXO compensation benchmarking, with individual employees

being specifically identified. Such information cannot, therefore, be characterised as information contained in or capable of being derived from the Prospectus. Also, the Prospectus identifies the ESOP schemes of the Plaintiff. The AKS Report, however, records individual-level ESOP allocation, vesting and cancellation data, together with NRC minutes and decks and the internal methodology adopted for share valuation, financial forecasts, business blueprints, regulatory trackers, compliance status and NRC material. These are materially different from, and go substantially beyond, the information disclosed in the Prospectus and there is nothing to suggest that such information was publicly available.

I. The Defendant's contention that he could not have downloaded or accessed the files, on the basis that the files could only have been present on the Plaintiff's devices, is also belied by the AKS Report, which *prima facie* demonstrates that the information was, in fact, accessed or transferred in the manner alleged by the Plaintiff. In these circumstances, the Defendant's reliance on ***Morgan Stanley, Krishnaswamy Chetty, Chinna Narayanan*** and ***Avanika Films*** is misplaced, since both the facts

and the nature of the confidential information in those decisions are materially different from those in the present case.

J. Also, it is not the Plaintiff's case that the Plaintiff was unaware of the files that had been transferred or downloaded. On the contrary, the Plaintiff had identified the files and categories of confidential and proprietary information alleged to have been compromised and had placed the relevant material before the Court. What the Plaintiff did not know was the precise location of these files, the storage medium used, or the precise manner in which the information had been retained, accessed, or transmitted. It was thus that the Plaintiff had sought the appointment of a forensic auditor. The Report of the forensic auditor, in fact, *prima facie* vindicates the Plaintiff's contention of breach and theft of confidential information by the Defendant. What remains uncertain is the full extent to which that information may have been accessed, retained, copied, transferred or disseminated.

K. The decisions in ***Eurofragrance India Pvt. Ltd.*** and ***Autodesk Inc.***, upon which reliance was placed by the Plaintiff, recognise that, particularly at

the initial stage of proceedings concerning a breach of confidentiality, the full extent and manner of the dissemination of the confidential information might not be immediately ascertainable by the Plaintiff. It is for this reason that the Court directs a forensic audit. It would therefore be incorrect at this stage to suggest that the Suit has been filed as a fishing enquiry, more so since the report of AKS shows that Plaintiff's confidential and proprietary data was present across multiple personal devices of the Defendant, including mobile devices, external storage media and removable storage. In these facts, the decisions of ***Lakshmi*, *Sanjay Namdeo*** and ***Dinanath Supdu Joshi*** would be of no assistance to the Defendants. The facts in those cases I must only note are materially different since none of them concerned a defined body of confidential information or identified files in respect of which specific allegations of access, transfer or compromise had been made, as has been done in the present case.

L. The contention that the ex parte Order ought to be vacated on the ground that the Plaintiff failed to comply with the provisions of Order XXXIX

Rule 3 of the CPC is also without merit. Firstly, even assuming there was non-compliance with the provisions of Order XXXIX Rule 3, such non-compliance is not a ground on which an interim order can be discharged, varied or set aside under the provisions of Order XXXIX Rule 4 of the CPC. Secondly, and importantly, paragraph 19 of the ex parte Order expressly directed the Plaintiff to comply with the provisions of Order XXXIX Rule 3 within 14 days of completion of the Commission. Such a direction is consistent with the practice adopted in matters of this nature, as can be seen from the decision in ***FLSmidth Private Ltd..*** In the present case it is not in dispute that the Commission was completed on 29th May 2026 and that the Defendant was served on 10th June 2026, as evidenced by Exhibit F to the Plaintiff's Affidavit in Reply and the Affidavit of Service filed on 12th June 2026. The Plaintiff has, therefore, complied with the direction contained in paragraph 19 of the ex parte Order and, consequently, in my view the question of alleging a violation of the provisions of Order XXXIX Rule 3 of the CPC does not arise. The Defendant's reliance on the decision in ***Time City***

Infrastructure Housing Ltd., is entirely misplaced in the facts of the present case.

M. The Defendant's contention that the material contained in the pen drive annexed as Exhibit B to the Plaint was not served upon the Defendant and hence service was incomplete needs only to be stated to be rejected. The Suit has been filed on account of a breach of the Plaintiff's confidential information by the Defendant which breach has, in fact, been admitted by the Defendant. It is well settled that, in Suits of this nature, the confidential material or the material which is alleged to be confidential, though described in the plaint, is not ordinarily disclosed in the plaint, since doing so may defeat the very purpose of instituting the Suit. It is therefore a recognised and accepted practice for a party alleging a breach of confidentiality to place such confidential and/or proprietary material before the Court in a sealed cover. The Plaintiff's reliance upon the decision in ***Laxmi Dental Exports Pvt. Ltd.,*** is apposite since it notes that proceedings concerning confidential information cannot be treated in the same manner as ordinary Suits for the purposes of Order XXXIX

Rule 3. The decision would therefore squarely apply in the facts of the present case.

N. Also, the practice of placing confidential material before the Court in a sealed cover is also well recognised in matters concerning confidentiality, as is evident from the decision of this Court in ***Acko General Insurance***. Significantly, even the decision in ***Rochem Separation Systems***, upon which the Defendant had placed reliance, recognises this practice. The decisions in ***Sonali Ashok Tandle***, ***Madhyamam*** and ***T. Takano***, relied upon by the Defendant, are all distinguishable on facts and have no application to the present case, since none of those decisions arose in the context of a Suit concerning a breach of confidentiality. In the circumstances, the Order does not warrant interference on the ground of non-compliance with Order XXXIX Rule 3 of the CPC.

O. I must also note that the contention of "financial jugglery" is plainly an afterthought. No such contention was raised in the Defendant's replies dated 6th April 2026 and 23rd April 2026, and it has been raised for the first time in the present proceedings. The Defendant's reliance on ***Elder***

Project is therefore misplaced and distinguishable on facts, since, in that case, the Plaintiff was found to have suppressed material facts. Likewise, in ***MU Sigma Business Solutions Pvt. Ltd.***, the Plaintiff had failed to identify the relevant data. Thus, neither of the two decisions would be of any assistance to the Defendants in the facts of the present case.

P. Equally misplaced is the contention that the Plaintiff was precluded from instituting the present Suit in view of the alleged full and final settlement between the Parties. A plain reading of paragraph 21 of the notice of termination dated 22nd April 2026 makes it clear that the payment of Rs. 10,36,271 by the Defendant did not constitute a full and final settlement since the Plaintiff had specifically reserved all rights, including the right to seek damages. In these circumstances, the decisions in ***Boghara Polyfab*** and ***ONGC Mangalore***, upon which the Defendant had placed reliance, would not apply. In any event, both those decisions concerned a final adjudication of the rights of the Parties on merits and were not rendered in the context of an application under Order XXXIX Rule 4 of the CPC.

Q. What is, however, deeply disturbing in the present case is the Defendant's conduct after the ex parte Order was passed. The Defendant, immediately on completion of the execution of the commission and before any report by either the forensic auditor or the Court Receiver was submitted, filed a police complaint against the officers of this Court, the agency appointed to execute the order of this Court and a lady advocate. What is even more astonishing is that the Defendant has expressed not even the slightest regret for doing so. The nature of the complaint itself shows that it was plainly vexatious and was really in the nature of a counterblast against those executing the Order of this Court. If the Defendant in fact had any genuine grievance to make against the Court Receiver or the agency appointed by this Court for conducting the forensic audit, the Defendant ought to have approached this Court first. The Defendant did not do so but chose instead to embark upon a path of what can only be termed as vengeance. Such conduct, in my view, not only erodes the sanctity of the judicial process but is a direct affront to this Court, since the Officers of this Court are the "eyes and ears, and the extended arm of the Court" as

held in the case of ***Hindustan Unilever***. In view of the Defendant's conduct, I find the Plaintiff's reliance upon the decision in ***Dnyandeo Sabaji Naik*** to be entirely apposite, which *inter alia* observes that it is not a matter of discretion but the duty of the Court to deal firmly with those who abuse its process. Thus, an order of costs must be imposed on such a Defendant. This would also act as a deterrent to other litigants who might be misguided or then emboldened by the Defendant's conduct.

71. For the reasons mentioned hereinabove, I pass the following Order:

i. The Interim Application filed by the Defendant, i.e., Interim Application No. 3821 of 2026, is dismissed.

ii. The Defendant shall pay costs of Rs. 2,50,000/- each to the:

(a) Name of the Fund: Army Central Welfare Fund, Bank: Union of India, Branch: Sarafa Market, Chandni Chowk, Delhi - 110006, IFSC: UBIN0530778; A/C No: 520101236373338 and

(b) Name of the Fund: Armed Forces Battle Casualties Welfare Fund, Bank: Canara Bank, Branch: Canara Bank, South

Block/KB-II, New Delhi - 110011, IFSC: CNRB0019055, A/C No: 90552010165915

within a period of 8 weeks from today.

iii. In the event the costs are not paid within 8 weeks from today, interest at the rate of 8% shall apply.

[ARIF S. DOCTOR, J.]