

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****ARBITRATION PETITION NO. 1571 OF 2014**

Renoir Consulting (India) Pvt.Ltd.

...Petitioner

Vs.

Pratul Kumar

...Respondent

Mr.J.P. Sen, Senior Advocate i/b. Ms.Farzana Behramkamdin and Ms.Bharti Bhansali i/b. M/s.FZB & Associates for Petitioner.

Mr.Dinyar Madon, Senior Advocate, Ms.Aparna Suresh i/b. Mr.Sagar Divekar for Respondent.

CORAM : S.C. GUPTE, J.**5 MAY 2015****P.C. :**

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996. The disputes between the parties arise out of a contract of employment dated 21 December 2011. The Respondent joined the employment of the Petitioner under this contract of employment. The contract of employment contains an arbitration clause. The grievance of the Petitioner is that under the contract of employment, all confidential information parted with by the Petitioner to the Respondent shall remain exclusive property of the Petitioner and for a period of twelve months after the term of the employment, the Respondent shall be duty bound to keep confidential such information and not disclose the same to any third person or entity unless such disclosure or use is specifically authorized by the Petitioner for the performance of his duties under the contract of employment; the Respondent left the employment of the company, whilst in possession of confidential information; and that the Petitioner apprehends that on the basis of the previous conduct of the Respondent in copying and sharing the proprietary and confidential information with a third party entity, the Respondent may disclose such confidential information or use the same to the prejudice of the

Petitioner. The Petitioner has, accordingly, prayed for an interim injunction restraining the Respondent from contacting any client and / or potential client of the Petitioner for a period of twelve months from 26 May 2014 (the date on which the Respondent ceased to be in the employment of the Petitioner). The Petitioner also seeks a direction against the Respondent to forthwith handover to the Petitioner all mass storage devices including a certain Toshiba Portable USB 3.0 hard disk drive on which the proprietary information belonging to the Petitioner was copied by the Respondent so far, without making any further copies thereof. The Petitioner also applies for an interim injunction restraining the Respondent from using any proprietary or confidential information belonging to the Petitioner company including but not limited to documents / files / information mentioned in Exhibits F and G to the petition.

2 So far as the first prayer is concerned, in the first place, the cause of action, according to the Petitioner, for claiming urgent reliefs arose on 26 May 2014. Till date, there is no ad-interim application by the Petitioner though the petition is filed as far back as in November 2014. Secondly, the period of twelve months from 26 May 2014 has practically expired or is about to expire in a fortnight or so. In these facts, there is no question of now granting any relief in terms of prayer clause (a) of the petition.

3 Insofar as prayer clause (b) is concerned, the Respondent has stated in his affidavit that the particular USB drive, which is referred to in the petition, got corrupted due to a virus sometime in the end of October 2014 and hence, the Respondent disposed it off. The Respondent has also stated that there is no copy retained by the Respondent of the USB hard drive. In view of this statement, which by its very nature is not capable of being disputed, and which statement is accepted by the Court, prayer clause (b) also does not survive.

4 As far as prayer clause (c) is concerned, the Respondent has stated in his affidavit that he is not in possession of any documents / files / information referred to in Exhibits F and G to the petition. The Petitioner having failed to make out any case that the Respondent is actually in possession of any such

document / file / information, there is no question of granting any such relief to the Petitioner.

5 The Arbitration petition is, accordingly, disposed of by accepting the Respondent's statement as noted above.

(S.C. GUPTE, J.)