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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.1030 OF 2014
IN
SUIT NO.276 OF 2014

Faber Castell (India) Private Limited ... Plaintiff
Versus
Mr. Anup Bhaskaran Rana and Others ... Defendants

Dr. Veerendra Tulzapurkar, Senior Advocate, with Ms. Meenakshi Iyer and Ms. Prachi Ojha i/b Advaya Legal for the Plaintiff.
Mr. Cyrus Ardeshir, with Ms. Sheetal Sabnis and Ms. I. Sen i/b Gagrats Advocates for Defendant No.1.
Mr. Janak Dwarkadas, Senior Advocate, with Ankit Lohia and Gandhar Raikar for the Defendant No.2.

CORAM: G.S. PATEL, J
DATED: 28th July 2016

PC:-

1. Heard. There are two previous orders. The first is of 30th September 2013. On that day, a statement made on behalf the 2nd Defendant was noted and accepted to the effect that, without prejudice to its rights and contentions, until further orders the 2nd Defendant would not use the labels mentioned in paragraphs (d) and (e) of the Notice of Motion. On 31st March 2016, Mr. Dwarkadas for the 2nd Defendant agreed that this statement would continue as part of the final order on the Notice of Motion.

2. There remained the question of non-disclosure of certain confidential information. The relief in this regard was directed principally against the 1st Defendant, and the prayer sought to restrain them from disclosing this confidential information from Defendants Nos.2 and 3 thereafter, of course, to prevent Defendants Nos.2 and 3 from using that material.

3. There is on record an Affidavit dated 7th July 2016 filed by Mr. Anup Rana, the 1st Defendant, from pages 764 to 769 of the Motion paper book. In paragraph 6, 1st Defendant says, without prejudice to his contentions that there was no confidential information properly so called ever disclosed to him, that he was not in a position to derive any confidential information from the what was disclosed to him and no question ever arose of his being able to pass of this information or to use it himself. More importantly, he makes a statement in this paragraph that none of this information has been or will be in any manner disclosed by him to any one. I accept the statement as an express undertaking to the Court.

4. Paragraph 7 of this Affidavit then deals with one of the envelopes marked Envelop12 which contains a power point presentation of certain marketing plans and sale projections of the 2nd Plaintiff. The 1st Defendant says that this was the material he submitted to the 1st Plaintiff's Board of Directors and that it was prepared by the 2nd Plaintiff's marketing and sales team. He claims that this information is part of a public record. In paragraph 8 Mr. Rana, the 1st Defendant goes on to say that he has no intention of using, sharing or disclosing this plan or sales projection to any third party. I will accept the statement to as an undertaking to the Court

and read it as being intended to convey that apart from the 1st Defendant not having any intention of using, sharing or disclosing these plans and figures, he will not in fact use, share or disclose these plans and figures. Mr. Ardhesir confirms that this is a correct understanding of what is sought to be conveyed by paragraph 8. That statement is also accepted as an undertaking to the Court.

5. In Paragraph 9, 1st Defendant says that he is also willing to return all information that he has noted in his own hand. Mr. Ardhesir for the 1st Defendant clarifies that the 1st Defendant had made handwritten notes at the time of inspection and these were then transferred to a digital format for giving instructions to his Advocates. The 1st Defendant is willing to deliver up all this information, in both soft and hard copy. Once that is done, the 1st Defendant will not have any further information related to the 2nd Plaintiff as disclosed in its inspection.

6. This statement is also accepted. The 1st Defendant is directed to hand over the soft and hard copy material mentioned in paragraph 9 of this Affidavit to the Advocates for the Plaintiffs within one week from today.

7. The Notice of Motion is disposed of in these terms. There will be no order as to costs.

(G. S. PATEL, J.)