

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.07.2016

CORAM:

THE HONOURABLE MR. **JUSTICE M.M.SUNDRESH**

C.S.No.697 of 2015

M/s.Gamesa Renewable Private Limited,
Formerly M/s.Gamesa Wind Turbines
Private Limited,
Block B, 8th Floor, No.334 Rajiv Gandhi Salai,
Sholinganallur, Chennai-600 119.
.. Plaintiff

Vs

- 1 Dr.Kishore Bharani,
Flat No.102, Manbhum Ganesh Residency,
10-3-7/1 East Marredpalli, Secunderabad 500 026.
- 2 Mytrah Energy (India) Ltd.,
8001-Q-City S.No.109, Nanakramguda,
Gachibowli Hyderabad-500 032.
- 3 Ravi Shankar Kailas,
Chairman & CEO Mytrah Energy (India) Ltd.,
Unit No.25, Reliance Villa behild Anuradha
Timber, Chinna Thokatta, New Bowenpally,
Secunderabad-500 011

4 Vikram Kailas, Managing Director,
Mytrah Energy (India) Ltd. Unit No.25,
Reliance Villa behild Anuradha Timber,
Chinna Thokatta, New Bowenpally,
Secunderabad-500 011.

.. Defendants

Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 C.P.C to grant permanent injunction restraining the defendant No.1 from associating himself with defendant No.2 including defendant Nos.3 and 4 and its other Directors/officials in any manner whatever and in any capacity whatever and from acting on behalf of the defendant No.2 including defendant Nos.3, 4 and its other Directors /officials till the final conclusion and disposal of the ongoing dispute arising out of the Multi-Annual Agreement dated 04/05/2011, Addendum A dated 04/05/2011, Amendment dated 30/09/2011 and supplementary agreement dated 25.04.2013, the purchase orders/Project Agreements pursuant to the Multi Annual Agreement between the defendant No.2 and the plaintiff company so as to affect the claim and rights and remedies/reliefs of

the plaintiff company pursuant to his appointment as an employee in the defendant No.2 company or otherwise; permanent injunction restraining the defendant No.2 including Defendant Nos.3 and 4 and its other Directors and officials from directly or indirectly utilizing the services of the defendant No.1 in any capacity and in any manner whatever so as to affect the claim and rights and remedies/reliefs of the plaintiff company in the ongoing dispute arising out of the Multi-Annual Agreement dated 04.05.2011, Addendum A dated 04.05.2011, Amendment dated 30.09.2011 and supplementary agreement dated 25.04.2013, the purchase orders/project agreements pursuant to the Multi Annual Agreement between the defendant No.2 and the plaintiff company pursuant to the appointment of defendant No.1 as an employee in the defendant No.2 company or otherwise; permanent injunction restraining the defendant No.1 from revealing, disclosing or make known to the Directors/ Officials of the defendant No.2 or to any person representing or acting on behalf of or under the defendant No.2

any information acquired by the defendant No.1 in respect of the dispute between the defendant No.2 and the plaintiff company arising out of the Multi Annual Agreement dated 04.05.2011, Addendum A dated 04.05.2011, Amendment dated 30.09.2011 and supplementary agreement dated 25.04.2013, the purchase orders/project agreements pursuant to the Multi Annual Agreement between the plaintiff company and the defendant No.2 and detrimentally affecting the claim of the plaintiff company against the defendant No.2 that is likely to cause any injury or loss directly or indirectly to the plaintiff company in breach of the confidentiality clause 8 of the Letter of Appointment dated 13.02.2012; and Permanent injunction restraining the defendant No.1 from acting against the plaintiff company and/or on behalf of the defendant No.2 in any capacity whatever either as employee of the defendant No.2 or otherwise in any process including the pending Arbitration Application No.55 of 2015 before the Hon'ble High Court of Hyderabad and /or the arbitration process or any legal process of litigation or otherwise

arising from and out of the Multi Annual Agreement dated 04.05.2011, Addendum A dated 04.05.2011, Amendment dated 30.09.2011 and supplementary agreement dated 25.04.2013, the purchase orders/project agreements pursuant to the Multi Annual Agreement between the plaintiff company and the defendant No.2 and in any proceeding or process incidental thereto till the logical culmination of the process upto the highest legal or other forum or for a in any manner whatever against the claim of the plaintiff company filed against the defendant No.2 on behalf of the defendant No.2; and for costs of the suit to the plaintiff.

For plaintiff : Mr.T.V.Masilamani, S.C.,
for

M/s Rajnish Pathiyil

For defendants : Mr.Sanjay Mohan for
Mr.M.Kandaswamy for D1

Mr.M.S.Krishnan, S.C., for
M/s Cyril Amarchand
Mangaldas for D2

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JUDGMENT

In view of the order passed in A.No.6668 of 2015 in C.S.No.697 of 2015, the suit is dismissed with liberty to present the plaint before the appropriate jurisdictional Court. No costs.

sd/.M.M.S.J

12.07.2016

//Certified to be a true copy//
Dated this the day of 2016.

S.s/02.09.2016

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

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