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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 2715/2018 and CM Nos.11033/2018, 19169/2018,  
29010/2018 & 36874/2018**

OFFSHOOT AGENCY PRIVATE LIMITED ..... Petitioner

Through: Mr Sidharth Luthra, Senior Advocate  
with Ms Anusuya Sadhu Sinha,  
Advocates.

versus

UNION OF INDIA AND ORS. .... Respondent

Through: Ms Maninder Acharya, ASG with Mr  
Sanjeev Narula, CGSC with Mr Rajat  
Gava, Mr Harshul Choudhary, Mr  
Sahil Sood and Mr Viplav Acharya,  
Advocates for UOI.

Mr Sandeep Sethi, Senior Advocate  
with Mr Chaitanya Safaya and Ms  
Surabhi Limaye, Advocates for R-  
3/Reliance.

Mr Prashant B. and Mr Aaryan  
Pareek, Advocates for TRAI.

**CORAM:**

**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**

% **19.09.2018**

1. Mr Sethi, learned Senior Counsel appearing for respondent no.3 states that the process to take over the Customer Acquisition Forms (CA Forms) from the petitioner has already commenced. He states that the entire process of engaging another agency in place of the petitioner to take over the CA Forms will be completed by 20.10.2019. He further assures this Court that the process of physically taking up the CA Forms will be completed immediately thereafter.
2. The said statement is accepted and respondent no.3 is bound to the

same.

3. It is directed that in no event would the takeover of CA Forms be delayed beyond the period after 20.11.2018. The petitioner shall also cooperate with the said exercise.

4. Mr Luthra, learned Senior Counsel appearing for the petitioner claims that there has been a breach of contract entered into between the petitioner and respondent no.3. He further states that since respondent no.3 had failed to comply with the payment obligations, the petitioner cannot continue holding the CA Forms on behalf of the petitioner, indefinitely. He further states that the contract between respondent no.3 and the petitioner stands terminated.

5. There is no ambiguity in the stand of the petitioner. Its stand is that in the event respondent no.3 does not take over the CA Forms physically, the petitioner would have no option but to surrender the warehouses (where the forms are stored) to the respective landlords and the CA Forms would either be removed by the respective landlords or the petitioner with no further responsibility regarding the same.

6. Mr Sethi, learned Senior Counsel appearing for respondent no.3 unequivocally states that respondent no.3 is responsible for the said forms to its clients and under the statute, irrespective of the contract between respondent no.3 and the petitioner.

7. In view of the above, no further orders are required to be passed in this petition.

8. It is, however, clarified that the petitioner and respondent no.3 would be entitled to avail their remedies in respect of their *inter se* disputes. However, respondent no.3, as stated above, would be responsible for

ensuring that CA Forms are preserved and no data is lost. It must be emphasised that CA Forms include personal data of various subscribers and responsibility of any loss of the said data would be squarely on respondent no.3 as a licensee. Respondent nos.1 and 2 shall also be aware with the situation that would be developed between the petitioner and respondent no.3, which clearly indicates that the data of subscribers is at risk. Respondent nos.1 and 2 are directed to ensure that in the event respondent no. 3 fails to preserve the said data, respondent no.3 is prosecuted to the full extent of law. Respondent nos.1 and 2 shall also explore the possibility where any pre-emptive steps for ensuring that there is no breach of confidentiality in respect to the personal information of the subscribers.

9. The petition is disposed of in the above terms. All the pending applications are also disposed of.

10. Order *dasti*.

**VIBHU BAKHRU, J**

**SEPTEMBER 19, 2018**  
**RK**