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

+ O.M.P.(I) (COMM.) 125/2018

M/S CHAUDHARY TRADERS Petitioner
Through: Mr Amit Dhalla, Advocate.

versus

M/S CHAMPION SOFTWARE TECHNOLOGY
LTD & ANR Respondents
Through

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER
% **19.03.2018**

I.A. 3811/2018

1. Exemption is allowed, subject to all just exceptions.
2. The application stands disposed of.

O.M.P.(I) (COMM.) 125/2018 and I.A. 3812/2018

3. The petitioner has filed the present petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying as under:-

“a) Pass an order restraining the respondents its agents, officers, directors, assigns, affiliates etc from creating third party rights in petitioner's “MASTERPAY DISTRIBUTOR” for selling the electronic recharge of various mobile operators in respect of the agreement dated 3.4.2017 in relation to the entire region of Delhi.”

4. The petitioner is a firm and claims to have several years of experience

in marketing telecommunication products. The petitioner also claims that it is a distributor of Vodafone and MTS in the East Region of Delhi. The petitioner further claims that respondent no.1 company approached the petitioner for selling electronic recharge of various mobile operators under the brand name of “MASTERPAY”, and the said parties entered into an agreement dated 03.04.2017 (hereafter ‘the Agreement’). In terms of the Agreement, the petitioner firm agreed to act as a distributor for the recharge transaction services. The petitioner was responsible for creating its outlets as well as acquiring subscribers for selling of Prepaid Airtime.

5. The petitioner claims that pursuant to the Agreement, the petitioner entered into various agreements with several other dealers and also spent a considerable amount of funds in marketing the products. The petitioner claims that the respondents have now stopped communicating with the petitioner, and the petitioner has now become aware that the respondents are searching for “*other like players similar to petitioner for its work which forms part and subject matter of the agreement between the parties herein*”.

6. It is difficult to understand the prayer made in this petition. However, it was explained to the Court that the petitioner is seeking to restrain the respondents from entering into any Distributorship Agreement with a third party.

7. This Court is not persuaded to grant any such relief to the petitioner principally for the reason that the Agreement is terminable and, further, the learned counsel appearing for the petitioner has been unable to point out any negative covenant, which would warrant grant of any injunctive reliefs.

8. The petition is, accordingly, dismissed. The application is also stands disposed of.

MARCH 19, 2018
RK

VIBHU BAKHRU, J