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

Date of decision: 12th July, 2019.

+ **CS(COMM) 210/2019 & I.A. 5846/2019, 5847/2019, 5848/2019**

MANYA EDUCATION PRIVATE LIMITED Plaintiff

Through: Mr. Jayant Mehta, Mr. Chanakya
Arora, Mr. Saurabh Batra & Mr.
Abhishek, Advocates (M-
9999291467)

versus

AMIT MATHUR & ORS. Defendants

Through: Mr. Prithvi Kapur, Mr. Shobit Nanda
& Ms. Rabbani Singh, Advocates (M-
9717992258)

CORAM:
JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. The present suit has been filed by the Plaintiff - Manya Education Private Limited against Defendant No.1 - Mr. Amit Mathur, Defendant No.2 - Mr. Salman Salim and Defendant No.3 - Sable Edtech Private Limited. The case of the Plaintiff is that Defendant No. 1 was employed as the COO (Chief Operating Officer) of the Plaintiff and Defendant No.2 was appointed as Business Development Head-Admissions of the Plaintiff.
2. The Plaintiff is involved in the business of providing services to aspirants who seek admissions in universities abroad. The Plaintiff's services are in the form of consultancy services, to guide aspirants through their admission process, starting from shortlisting of colleges, test

preparation, developing a competitive application strategy, interview preparation, foreign language training, and visa services. The Plaintiff claims to be the largest partner of The Princeton Review ('TPR'), which is a world-renowned creator of test preparation courses. It has a large number of students who appear in GRE, GMAT, SAT, ACT, TOEFL and IELTS. The Plaintiff also claims to be an alliance partner of an entity called Admissionado in India. Admissionado provides a special approach to mentorship. It puts the students in touch with distinguished alumni of leading universities.

3. The grievance in the present suit is that Defendant Nos. 1 & 2 both left the services of Plaintiff with effect from 31st October, 2018 and February, 2019, respectively. However, even prior to leaving the employment of the Plaintiff by them, it has come to the knowledge of the Plaintiff that Defendant Nos. 1 & 2 had started giving competing services by using the mark 'SABLE'. The grievance of the Plaintiff is that apart from starting an identical business/service, even during subsistence of their employment with the Plaintiff, the Defendants had also started approaching various customers and clients of the Plaintiff and are, therefore, violating the terms and conditions of employment with the Plaintiff.

4. The Court, had on 25th April, 2019 passed an ex-parte interim order in the following terms:

“13. Accordingly, in view of the above facts and circumstances, till the next date of hearing, the Defendants are directed not to disclose any of the Plaintiff’s confidential information, client lists, customer lists or trade secrets or any other trade strategies etc. to any third parties and/or make use of them in any manner whatsoever. The Defendants

are also restrained from actively soliciting any current employees of the Plaintiff.”

5. A Local commissioner was also appointed to examine the systems of the Defendants to determine if any of the Plaintiff's data was residing therein. The Local Commission was executed and the report dated 17th May, 2019 has been submitted.

6. The Defendants have entered appearance in this matter. They have also filed their written statements. The Local Commissioner, who was appointed by the Court has also submitted his report. As per the Local Commissioner's report, the Defendants have in fact got their first customer only sometime in May, 2019. The company – Defendant No.3 was incorporated on 18th December, 2018. The data which was copied by the Local Commissioner has been placed before the Court and according to Ld. counsel for the Plaintiff, there is a draft agreement of the Plaintiff with one of its vendors of the year 2017, which was recovered from the laptop of the Defendants. Ld. counsel for the Defendants, however submits that considering that Defendant No.1 was the CFO of the Plaintiff, the fact that one agreement may have been found on the laptop in fact implies that Defendant No.1 has not copied any other confidential information and data. In any case, Defendant No.1 is willing to delete the said agreement from his laptop. The Defendants, however, are concerned by the fact that the Plaintiff has sent an e-mail to various business partners, customers, etc. informing them of the litigation that has been commenced in this Court which has brought a bad name to the Defendants in the market.

7. He further submits that the Plaintiff is imparting educational

assistance and test preparation courses for a large number of exams. However, the same are physically being imparted to students from their centres across the country. On the other hand, the Defendants' business model primarily consists of online courses being given to students and thus there is no similarity or competition between the two, though, both are giving counselling for students who wish to apply to foreign universities.

8. Mr. Jayant Mehta, Ld. counsel submits that his client would be satisfied if an undertaking is recorded by the Defendants that they would not disclose any confidential information or poach any current employees of the Plaintiff. He submits that there is in fact no difference between the areas of business, as the same are identical i.e. imparting of courses for the very same examinations such as GMAT, GRE, etc.

9. After hearing Ld. counsel for the Plaintiff and perusing the Local Commissioner's report and the written statement, which is on record, it is clear that the Defendants do not have any intention to copy or disclose the confidential information of the Plaintiff to any third party. Binding them to the assurance and undertaking given by Ld. Counsel for the Defendants Mr. Kapur, that the Defendants do not possess any confidential information, client list, customer list or any data of the Plaintiff and further, that they do not intend to poach or solicit any current employees of the Plaintiff, the suit is disposed of with the said undertaking being accepted and statement being taken on record. The obligation of non-solicitation of employees would apply during the term of the agreement i.e. till 31st October, 2019.

10. Ld. counsel for the Defendants also agrees to take down the testimonials of old customers of the Plaintiff from the website www.sablestudyabroad.com. It is however made clear that the Plaintiff

would not give any publicity to this order in order to create disrepute to the Defendants in any manner whatsoever. Defendant No.1 shall delete the draft agreement which remains on his laptop and confirm the same through e-mail to the Plaintiff within a week.

11. Decree sheet be drawn in the above terms. All pending I.As. are disposed of.

PRATHIBA M. SINGH
JUDGE

JULY 12, 2019

Rahul

