

O.A.No.170 of 2020
in C.S.No.126 of 2020

C.V.KARTHIKEYAN,J.,

Today, the matter is called through video conferencing.

2. The suit had been filed, based upon an agreement entered into between the plaintiff and the defendant, dated 10.03.2017.

3. The Defendant is running a Coaching Centre and they had entered into an agreement to conduct coaching classes in the centres of the plaintiff's for the children professional courses particularly for the entrance examinations for IIT/JEE AIEEE, AIPMT/NEET and other courses. The various conditions in the agreement stipulate that the plaintiff should fix necessary fees for conducting coaching in the class rooms. This would include appropriate coaching fees and also fees for the other programmes and such fees are collected to impart education and knowledge to the students.

4. One further clause in the agreement, which is a restrictive clause, particularly on the defendant is that they should not conduct such coaching in any other Institution within a radius of 6 Kms. The said Agreement has been entered into for a period of three years. However, the said restrictive clause is extended for an additional period of one year. According to the plaintiff, the defendant has conducted coaching classes in a school which is situated less than 6 Kms away from the plaintiff. It had also been stated that 12 of the students of the plaintiff's school had been enticed over to the other school, where the classes have been conducted by the defendant.

5. The plaintiff had been paid the agreement amount of 10% fees received from every student. From the plaintiff's school are from two locations, one at Bollineni Hillside, Shozinganallur, Chennai School and another from is BVM Global, Perungudi. With respect to the Shozinganallur campus. Various grievances have been raised by the defendant with respect to the fees collected from the students. It would be

inappropriate for this court to enter into a discussion regarding the fees of the students and the salary of the staff.

6. However, the specific allegation of the plaintiff is that the defendant has conducted the coaching classes in a school, which is situated less than 6 Kms radius from their school and more particularly in APL Global School. It is also stated that the defendants have commenced coaching classes in their own center and that the said center was also situated within a distance of less than 6 Kms from the plaintiff's school. This contention has been disputed by the learned counsel appearing for the defendant, stating that the centre is situated above 6.8 kms away. These are issues for trial and it would be improper for giving a finding on the basis of the statements made by the parties.

7. The learned counsel for the defendant would submit that they have not conducted any classes in and around the institution of the plaintiff. The learned counsel has also pointed to that portion of the

counter affidavit as extracted below:

It is hereby made clear that Respondent has not conducted any classes for the academic year 2019-2020 within 6 Kms radius of the Applicant schools and no Byjus' own center exist in and around 6 Kms radius of the Applicant School

8. The learned counsel for the plaintiff would contend on the other hand taking advantage of this statement, that it is a clear admission on the part of the Defendant, which would clearly show that the Defendant had actually conducted the classes for a period of two years within a distance of 6 Kms.

9. Since the contention of the defendant is that they have not conducted any classes for the academic year 2019-2020, the said statement is recorded and a direction is issued that the defendant shall not conduct any classes in any of the schools, which are situated within the radius of 6 Kms from the plaintiff's school.

10. No further orders are required.

11. With the above directions, this Original Application is disposed of. No costs.

06.10.2020

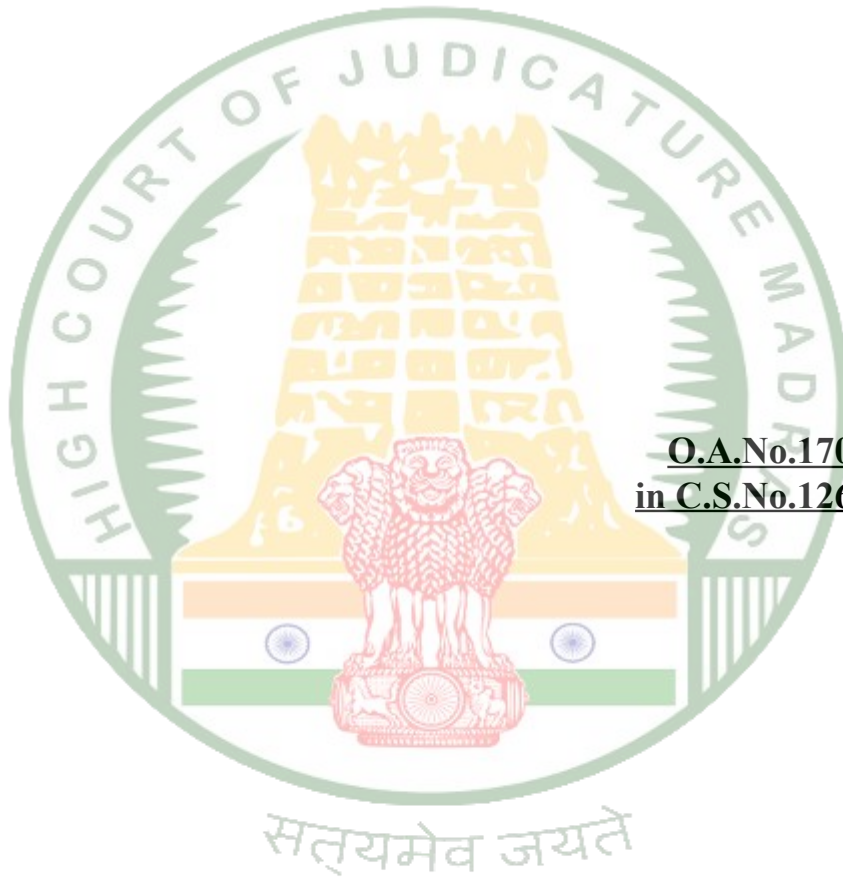
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