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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 15TH DAY OF DECEMBER 2021

THE HON'BLE MR. JUSTICE N.ANAND VENKATESH

C.S. No.21 of 2016
and
A.Nos.3369 to 3372 of 2021

C.S. No.21 of 2016

SaicleOne Solutions Pvt. Ltd.,
No.12, Vaibhav Complex,
3rd Floor, Smith Road, Off Anna Salai,
Chennai 600 002
Rep. by its Delivery Manager
Authorized Signatory
Mr.Kalyan Rao Bapatla

....Plaintiff

-Versus-

1.Mr.Saravanan Murali
No.3, Avvaiyar Street,
M.G.R.Nagar, Chennai 600 078

2.M/s.Medbpro Solutions Pvt. Ltd.
Old No.56, New No.6, 2nd Main Road,
Ganga Nagar, Kodambakkam,
Chennai 600 024
Rep. by its Director

....Defendants

Civil Suit praying that this Hon'ble Court be pleased to pass and
judgment and decree:-

a) Directing the 1st defendant to pay a sum of Rs.4,00,00,000/- as

damages to the plaintiff for the breaches of the Non-Compete/Non-

Disclosure Agreement Acknowledgment committed by him.



Disclosure Agreement Acknowledgment are remedied;

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f) For costs of the present suit; and

A.Nos.3369 and 3371 of 2021:-

M/s.Medbpro Solutions Pvt. Ltd.
Rep. by its Director Mr.C.Bharath, S/o.Chidambaram
Old No.56, New No.6, 2nd Main Road,
Ganga Nagar, Kodambakkam,
Chennai 600 024

...Applicant/2nd Defendant

-VS-

1. SaicleOne Solutions Pvt. Ltd.,
No.12, Vaibhav Complex,
3rd Floor, Smith Road, Off Anna Salai,
Chennai 600 002
Rep. by its Delivery Manager
Mr.Kalyan Rao Bapatla

...1st Respondent/Plaintiff

2.Mr.Saravanan Murali
No.3, Avvaiyar Street,
M.G.R.Nagar, Chennai 600 078.

...2nd Respondent/1st Defendant

A.No.3369 of 2021:-

Application praying that this Hon'ble Court be pleased to condone the delay of 1979 days in filing this application to permit the petitioner/2nd defendant to file the written statement in the above suit.

A.No.3370 of 2021:-

Application praying that this Hon'ble Court be pleased to reject the plaint by invoking the Code of Civil Procedure, 1908.

A.Nos.3371 and 3372 of 2021:-

Mr.Saravanan Murali



No.3, Avvaiyar Street,
M.G.R.Nagar, Chennai 600 078.

...Applicant/1st Defendant

-vs-

1. SaicleOne Solutions Pvt. Ltd.,
No.12, Vaibhav Complex,
3rd Floor, Smith Road, Off Anna Salai,
Chennai 600 002
Rep. by its Delivery Manager
Mr.Kalyan Rao Bapatla

...1st Respondent/Plaintiff

2. M/s.Medbpro Solutions Pvt. Ltd.
Rep. by its Director Mr.C.Bharath, S/o.Chidambaram
Old No.56, New No.6, 2nd Main Road,
Ganga Nagar, Kodambakkam,
Chennai 600 024

...2nd Respondent/2nd Defendant

A.No.3371 of 2021:-

Application praying that this Hon'ble Court be pleased to condone the delay of 1979 days in filing this application to permit the petitioner/1st defendant to file the written statement in the above suit.

A.No.3371 of 2021:-

Application praying that this Hon'ble Court be pleased to reject the plaint by invoking the Code of Civil Procedure, 1908.

This suit along with these Applications coming on this day before this court for hearing in the presence of Mr.Krishna Srinivas for M/s.Ramasubramaniam and Associates, Advocates for the plaintiff in C.S.No.21 of 2016 and for the 1st respondent in A.Nos.3369 to 3382 of



of 2016 and for the applicant in A.Nos.3371 and 3372 of 2021 and for the 2nd respondent in A.Nos.3369 and 3370 of 2021 and Mr.R.Balagurusamy, Advocate for the 2nd defendant in C.S.No.21 of 2016 and for the applicant in A.Nos.3369 and 3370 of 2021 and for the 2nd respondent in A.Nos.3371 and 3372 of 2021 and upon reading the plaint filed in C.S.No.21 of 2016 and the judges summons and the affidavit of C.Bharath filed in A.Nos.3369 and 3370 of 2021 and the judges summons and the affidavit of Saravana Murali filed in A.Nos.3371 and 3372 of 2021 and the affidavit of Mr.Saravan Murali and the affidavit of C.Bharath filed herein and the said affidavits dated 15.12.2021 morefully setout in the schedule hereunder and having submitted that the plaintiff is in United States, the refund of the Court fee shall be given in the name of the learned Counsel appearing on behalf of the plaintiff and

It is ordered and decreed as follows:-

That the 1st defendant herein, agreed that he shall not recruit or given appoint the present employees of the plaintiff's company who are all working with the plaintiff's company and he is also the 1st defendant herein, shall not made any contract with the present plaintiff's company clients up to 24 months from this day.

2. That the 1st defendant herein, shall request the Plaintiff Company



to provide all the details and status of the list of the employees and its clients of the plaintiff company with their present details and status, so that it is easy to identify them easily by him to avoid the future issues on the new agreement.

3. That the plaintiff herein, shall not compel him to sign in any agreement as it is against the contractual law and as well as it is against the contractual rights of him. But the Plaintiff has given an offer to withdraw the above said suit against him with a condition to sign in the new agreement to the plaintiff company.

4. That the 2nd defendant herein, submits that shall not signed any contract or agreement with the plaintiff company and there is no privity of contract between him and the plaintiff and since the relief sought for in the suit as against the defendants claiming compensation is not at all maintainable against him and as there is no violation of rules of the agreement dated on 30th April, 2013 done by him with the plaintiff company and the 2nd defendant shall not the part of the agreement dated on 30th April, 2013, with the plaintiff company and there is no liability between us; hence the above suit filed by the plaintiff has to be dismissed as

the plaintiff does not have any right to claim the damage against him based



on the agreement dated on 30th April, 2013.

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5. That prior to filing the above suit by the plaintiff herein the 1st defendant herein had retired from his directorship during the month of December 14 of 2014 from my company by the way of surrendered all his share to my compnay M/s.Medbpro solutions Pvt.Ltd. But later to several years passed the above suit was filed by the plaintiff company in the month of January, 2016.

6. That 1) Mr.Saravana Murali and 2. N/s.Medbpro solutions Pvt.Ltd Rep by its director, the defendant herein, be and are hereby restrained by an order of permanent injunction from soliciting the employees of the plaintiff and employing them, either directly or indirectly, until such time that the breaches committed by the 1st defendant of the Non-Compete/Non-Disclosure Agreement Acknowledgment are remedied;

7. That all the other reliefs of the prayer mentioned in this suit, be and is hereby given up.

8. That insofar as the Non-Solicit Clause is concerned, the 1st defendant herein, shall not breach the agreement in future.



9. That insofar as the Non-Compete Clause is concerned, the 1st defendant has given an undertaking that he shall abide by the agreement for a period of 24 months.

10. That insofar as the Non-Disclosure is concerned, the 1st defendant herein, shall not breach the agreement in future.

11. That if this safeguard is given, it shall sufficiently take care of the interest of the plaintiff company.

12. That a certificate under Section 69 of The Tamil Nadu Court Fees and Suits Valuation Act 1955, do issue herein, out of and under the seal of this Court in favour of Mr.Krishna Srinivasan for M/s.Ramasubramaniam and Associates, counsel for the Plaintiff herein, authorising him to receive from the Pay and Accounts office, High Court, Madras, a sum of Rs.4,04,000/- (Rupees Four Lakhs Four Thousand only) being the entire Court fee paid on the plaint by the plaintiff herein.

13. That these A.Nos.3369 to 3372 of 2021 do stand closed.

14. That there shall be no order as to costs of this suit.

Schedule Affidavits (2)



KY

16.02.2022

C.S. No.21 of 2016
and
A.Nos.3369 to 3372 of 2021

DECREE :-

DATED:15.12.2021

THE HON'BLE MR.JUSTICE
ANAND VENKATESH

FOR APPROVAL:22.02.2022

APPROVED ON:23.02.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.12.2021

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THE HONOURABLE MR. JUSTICE N. ANAND VENKATESH

C.S.No.21 of 2016
A.Nos.3369 to 3372 of 2021

SAIcleOne Solutions Pvt. Ltd.,
No.12, Vaibhav Complex,
3rd Floor, Smith Road, Off Anna Salai,
Chennai – 600 002.
Rep. by its Delivery Manager,
Authorized Signatory
Mr.Kalyan Rao Bapatla

...Plaintiff

.Vs.

1.Mr.Saravanan Murali

2.M/s.Medbpro Solutions Pvt. Ltd.,
Old No.56, New No.6, 2nd Main Road,
Ganga Nagar, Kodambakkam,
Chennai – 600 024.
Rep. by its Director

... Defendants

Plaint filed under Order VII Rule 1 of the Code of Civil Procedure,
1908 read with Order IV rule 1 of the O.S. Rules, praying for:

a) Directing the 1st defendant to pay a sum of Rs.4,00,00,000/- as

damages to the plaintiff for the breaches of the Non-Compete/Non-

<https://hcservices.ecourts.gov.in/hcservices/>

Disclosure Agreement Acknowledgment committed by him.



- b) For a Permanent Injunction restraining the 1st Defendant and 2nd Defendant from soliciting the employees of the Plaintiff and employing them, either directly or indirectly, until such time that the breaches committed by the 1st Defendant of the Non-Compete/Non-Disclosure Agreement Acknowledgment are remedied;
- c) For a Direction to the 1st Defendant and the 2nd Defendant to forthwith terminate the employment of the employees of the Plaintiff solicited and employed by them, whether directly or indirectly, in breach of the terms of the Non-Compete/Non-Disclosure Agreement Acknowledgment and also in terms of the undertaking provided by them vide E-Mails dated 18.09.2014 and 13.11.2014;
- d) For a Permanent Injunction restraining the 1st Defendant and 2nd Defendant from soliciting the Plaintiff's customers, clients, whether present or potential, and transacting business with them in contravention of the Non-Compete/Non-Disclosure Agreement Acknowledgment, until such time that the breaches committed by the 1st Defendant of the Non-Compete/Non-Disclosure Agreement Acknowledgment are remedied;
- e) For a Permanent Injunction restraining the 1st Defendant and 2nd Defendant from using the confidential and proprietary information that he obtained during his employment with the plaintiff, until such



time that the breaches committed by the 1st Defendant of the Non-

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Compete/Non-Disclosure Agreement Acknowledgment are remedied;

f) For costs of the present suit; and

g) For such other orders as this Court may deem fit in the facts and circumstances of the case and thereby render justice.

For Plaintiff : Mr.Krishna Srinivasan for
M/s.Ramasubramaniam

For Defendants : Mr.V.Prabhakaran for D1

Mr.R.Balagurusamy for D2

J U D G M E N T

This suit was filed on the ground of breach of Non-Compete, Non-Solicit and Non-Disclosure Agreement by the defendants and the plaintiff had sought for various reliefs against the defendants.

2.When the matter came up for hearing on 12.11.2021, the learned counsel appearing on behalf of the plaintiff made a statement and the same was recorded and the following order was passed:

The learned counsel appearing on behalf of the plaintiff submitted that the plaintiff has sought for nearly five reliefs in



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this suit. It was submitted that the plaintiff will now confine themselves to relief (b) if the defendants are willing to give an undertaking.

2.The learned counsel appearing on behalf of the 1st defendant submitted that the 1st defendant is not running the business from the year 2014 onwards and therefore, the question of violating the confidentiality agreement does not arise. The learned counsel for the 2nd defendant submitted that he is a third party who has no privity of contract with the plaintiff and therefore, there is no question of the agreement being put against the 2nd defendant.

3.In view of the specific stand taken by the learned counsel for the plaintiff, the learned counsel appearing on behalf of the defendants shall take instructions and if ultimately, the relief sought for in relief (b) is able to be satisfied, the same can be recorded and the suit itself can be closed.

4.Post this case under the same caption 'For Passing Final Orders' on 29.11.2021.

3.When the matter was taken up for hearing today, the learned counsel for the defendants submitted independent affidavits of the 1st and 2nd defendants



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4.The relevant portions in the affidavit filed by the 1st defendant are extracted hereunder:

11. ... I am hereby agreed that I will not recruit or given appoint the present employees of the plaintiff's company who are all working with the plaintiff company and I also agree that I will not made any contract with the present plaintiff's company clients up to 24 months from this day.

12.I humbly submit that I request the Plaintiff Company to provide all the details and status of the list of the employees and its clients of the plaintiff company with their present details and status, so that it is easy to identify them easily by me to avoid the future issues on the new agreement.

5.The relevant portions in the affidavit filed by the 2nd defendant are extracted hereunder:

4.I further submit that I have not signed any contract or agreement with the plaintiff company and there is no privity of contract between me and the plaintiff. Since the relief sought for in the suit as against the defendants claiming compensation is not at all maintainable against me and as there is no violation of rules of the agreement dated on 30th April, 2013 done by me



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with the plaintiff company and I am not the part of the agreement dated on 30th April, 2013, with the plaintiff company and there is no liability between us; hence the above suit filed by the plaintiff has to be dismissed as the plaintiff does not have any right to claim the damage against me based on the agreement dated on 30th April, 2013.

5.I further submits that prior to filing the above suit by the plaintiff, the 1st defendant of the above said suit had retired from his directorship during the month of December 14 of 2014 from my Company by the way of surrendered all his share to my company M/s.Medbpro Solutions Pvt. Ltd. But later to several years passed the above suit was filed by the plaintiff company in the month of January, 2016.

6.Heard the learned counsel for the plaintiff and the learned counsel appearing on behalf of the defendants.

7.It is clear from the above affidavit of undertaking that the 1st defendant has agreed to the terms of the agreement insofar as Non-Solicit Clause is concerned. Insofar as the Non-Compete Clause, the 1st defendant has given undertaking that he will not make any contracts with the clients of the plaintiff up to 24 months. Insofar as the 2nd defendant is concerned, they have taken a specific stand that there is no privity of contract between the



granted only as against the 1st defendant.

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8. In view of the above affidavit of undertaking filed by the defendants and in view of the fact that the plaintiff is confining the relief in the suit only to relief (b) and is giving up all the other reliefs, it will be fit and proper if the suit is decreed in terms of the affidavit of undertaking filed by the 1st and 2nd defendants.

9. At the risk of repetition, it is made clear that insofar as the Non-Solicit Clause is concerned, the 1st defendant will not breach the agreement in future. Insofar as the Non-Compete Clause is concerned, the 1st defendant has given an undertaking that he will abide by the agreement for a period of 24 months. Insofar as the Non-Disclosure is concerned, the 1st defendant will not breach the agreement in future. If this safeguard is given, it will sufficiently take care of the interest of the plaintiff Company.

10. In the result, the suit is decreed in terms of the affidavit of undertaking filed by the 1st and 2nd defendants. The relevant Clauses that have been extracted herein above will form part and parcel of the decree.

Taking into consideration the facts and circumstances of the case, there will

be no order as to costs. Consequently, connected applications are closed.



11. The suit itself is disposed of based on the understanding between the parties even before the issues were framed. Hence, the plaintiff will be entitled for the refund of the entire Court fees paid at the time of filing of the suit. Since it is represented that the plaintiff is in United States, the refund of the Court fee shall be given in the name of the learned Counsel appearing on behalf of the plaintiff. The learned counsel for the plaintiff shall make an appropriate application in this regard.

Sd./-N.A.V.J
15.12.2021

List of Witnesses examined on the side of the Plaintiff : NIL
List of Exhibits marked on the side of the Plaintiff : NIL
List of Witnesses examined on the side of the Defendants: NIL
List of Exhibits marked on the side of the Defendants: NIL

Sd./- N.A.V.J
15.12.2021

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.