



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY THE 30TH DAY OF MARCH 2021

THE HON'BLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.580 of 2018
and
O.A.Nos.780, 781 & 783 of 2018
and
A.Nos.645 to 647 of 2019
and
A.Nos.4487, 6824 & 7500 of 2019

M/s. Bahwan Cyber Tek Pvt. Ltd.,
Represented by its Director
Mr.V.M.Muralidharan
148, Rajiv Gandhi Salai (OMR)
Okkiyam, Thoraipakkam,
Chennai-600 097.

... Plaintiff/Applicant
(in O.A.Nos.780, 781 &
783 of 2018
and A.Nos.645 to 647 of
2019 and A.Nos.6824 &
7500 of 2019)

-Versus-

1. Mr.Dinesh Chaudhary
Age unknown
841, Solitaire Corporate Park, 167
Guru Hargovindji Marg,
Andheri - Ghatkopar Link Road,
Chakala, Andheri (E), Mumbai 400093.

2. Mr.Vinoy Nambiar Padmanabhan
S/o. M.V.Padmanabhan aged about 34
years, 105, Building No.6,
Shankeshwar Palms, Kumbharkan Pada,



Dombivli (W) - 421 202.

3. Asymmetrix Solutions Private Limited,

Represented by its Director

Mr.Aman Sinha,

101, 1st Floor, Building-2, Millenium Business Park,

Mahape, Navi Mumbai 400 710.

4. Alphadelta Risk Solutions Private Limited

841, Solitaire Corporate Park,

167, Guru Hargovindji Marg,

Andheri - Ghatkopar Link Road,

Chakala, Andheri (E), Mumbai 400 093.

5. Aptivaa Consulting Solutions Private Limited,

841, Solitaire Corporate Park,

167, Guru Hargovindji Marg,

Andheri - Ghatkopar Link Road,

Chakala, Andheri (E),

Mumbai 400 093.

... Defendants/Respondents
(in O.A.Nos.780, 781 &
783 of 2018
and A.Nos.645 to 647 of
2019 and A.Nos.6824 &
7500 of 2019)

C.S.No.580 of 2018

Civil Suit praying that this Hon'ble Court may be pleased to grant
a Judgment and decree of:

(a) Permanent injunction restraining the defendants, their men,
directors, employees, agents, servants, representatives, or any person(s)
acting on their behalf from divulging or disseminating the confidential
information belonging to the plaintiff as defined in Schedule I and as
provided by the Defendants pursuant to Prayer (g) to third parties, or
otherwise exploiting the same for their own benefit;



(b) Permanent injunction restraining the Defendants, their men, directors, employees, agents, servants, representatives, or any person(s) acting on their behalf from directly or indirectly soliciting any of the customers / clients of the Plaintiff set out in Schedule II;

(c) Permanent injunction restraining the Defendants, their men, directors, employees, agents, servants, representatives, or any person(s) acting on their behalf from acting in any manner which could infringe and / or enable others to infringe the Plaintiff's copyright in the products and information which are described in Schedule I and in each of the products and information individually, specifically by reproducing, issuing copies of, communicating to the public, selling or public selling or offering for sale, adaption, or infringing by any other means whatsoever, the plaintiff's copyrighted work;

(d) Permanent injunction restraining the 1st, 2nd and 3rd defendant from acting in continuing breach of Article 12 of the Long Form Agreement dated 20.04.2016 concluded with the Plaintiff;

(e) Declaration that the 2nd Defendant has breached the terms of his Employment Offer Letter dated 29.03.2016 with the Plaintiff;

(f) Permanent injunction restraining the 2nd Defendant from acting in continuing breach of Employment Offer Letter dated 29.03.2016;

(g) Mandatory injunction directing the Defendants to disclose in



an affidavit the confidential information / data that are in the possession of the Plaintiff and to return all such confidential information / data that are in possession of the Defendants to the Plaintiff;

(h) Direct that the costs of the suit.

O.A.No.780 of 2018

Original Application praying that this Hon'ble Court be pleased to grant a temporary injunction restraining the Respondents by themselves, their directors, partners, men, servants, agents, associates, officers, representatives, franchisees, licensees and/or all other persons acting on their behalf from in any manner infringing and/or enabling others to infringe the Applicant's copyright in the computer database the details of which is set out in schedule I to the judges summons, and in each of the documents individually, specifically by reproducing, issuing copies of, communicating to the public, selling or public, selling or offering for sale, adaption, or infringing by any other means whatsoever, the Applicant's copyrighted work.

O.A.No.781 of 2018

Original Application praying that this Hon'ble Court be pleased to grant a temporary injunction restraining the Respondents by themselves, their directors directors, partners, men, servants, agents, associates, officers, representatives, franchisees, licensees and/or all other persons acting on



their behalf from in any manner utilizing and/or enabling others to utilize the Applicants confidential information set out in schedule I, to the judges summons pending disposal of this suit.

O.A.No.783 of 2018

Original Application praying that this Hon'ble Court be pleased to grant a temporary injunction restraining the 1st and 2nd Respondents from taking or continuing employment with competitors of the Applicant so as to take advantage of the confidential information of the Applicant including trade secrets, technology, strategic, financial know how, business secrets including business plans, pricing details/structure, and customer lists as contained schedule II of the Judges Summons pending disposal of the suit.

A.No.645 of 2019

Application praying that this Hon'ble Court be pleased to Appoint an Advocate Commissioner to inspect the premises of the 4th and 5th Respondents at 841, Solitaire Corporate Park, 167, Guru Hargovindji Marg, Andheri Ghatkopar Link Road, Chakala, Andheri (E) Mumbai 400 093 and collect all data and information which are in the nature of or are in relation to the source codes used by the Respondents to develop all their products enumerated in Schedule II to the Judges summons.

A.No.646 of 2019



Appoint an Advocate Commissioner to submit a report to this Hon'ble Court stating the similarities between the source codes used to develop the Applicant's software products enumerated in Schedule I to the Judges summons and the source codes used to develop all the products of the 4th and 5th Respondents as enumerated in Schedule II to the Judges summons.

A.No.647 of 2019

Application praying that this Hon'ble Court be pleased to Appoint an information technology software forensic expert to assist the Advocate Commissioner in submitting a report to this Hon'ble Court stating the similarities between the source codes used to develop the Applicant's software products enumerated in Schedule I to the Judges summons and the source codes used to develop all the products of the 4th and 5th Respondents as enumerated in Schedule II to the Judges summons.

A.No.4487 of 2019

1. Alphadelta Risk Solutions Private Limited
841, Solitaire Corporate Park,
167, Guru Hargovindji Marg,
Andheri - Ghatkopar Link Road,
Chakala, Andheri (E), Mumbai 400 093.

...Applicant No.1 / Defendants No.4

2. Aptivaa Consulting Solutions Private Limited,
841, Solitaire Corporate Park,
167, Guru Hargovindji Marg,
Andheri - Ghatkopar Link Road,
Chakala, Andheri (E),
Mumbai 400 093.

... Applicant No.2/ Defendant No.5

Vs



M/s. Bahwan Cyber Tek Pvt. Ltd.,
Represented by its Director
Mr.V.M.Muralidharan
148, Rajiv Gandhi Salai (OMR)
Okkiyam, Thoraipakkam,
Chennai-600 097.

... Respondent No.1 / Plaintiff

2. Mr.Dinesh Chaudhary
Age unknown
841, Solitaire Corporate Park, 167
Guru Hargovindji Marg,
Andheri - Ghatkopar Link Road,
Chakala, Andheri (E), Mumbai 400093.

...Respondent No.2 / Defendant No.1

3. Mr.Vinoy Nambiar Padmanabhan
S/o. M.V.Padmanabhan aged about 34
years, 105, Building No.6,
Shankeshwar Palms, Kumbharkan Pada,
Dombivli (W) - 421 202.

...Respondent No.3 / Defendant No.2

3. Asymmetrix Solutions Private Limited,
Represented by its Director
Mr.Aman Sinha,
101, 1st Floor, Building-2, Millenium Business Park,
Mahape, Navi Mumbai 400 710.

...Respondent No.4/ Defendant No.3

Application praying that this Hon'ble Court be pleased to direct
the Applicant/Defendant No.4 and 5 be struck off and/or deleted from the
present suit.

A.No.6824 of 2019

Application praying that this Hon'ble Court be pleased to pass a
summary judgement and decree in terms of prayer (d) in the above suit.



A.No.7500 of 2019

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Application praying that this Hon'ble Court be pleased to permit the Applicant to file a Reply Statement to the Written Statements of the Respondents 1 to 5 in C.S.No.580 of 2018.

This suit along with these Applications coming on this day before this court for hearing in the presence of Mr.K.Shiva for M/s. Anirudh Krishnan, Advocates for the plaintiff in C.S.No.580 of 2018 and for the applicant in O.A.Nos.780, 781 & 783 of 2018 and A.Nos.645 to 647 of 2019 and A.Nos.6824 & 7500 of 2019 and for the 1st respondent in A.No.4487 of 2019 and Mr.O.Solaiappa for M/s.Thriyambak J.Kannan, Advocate for the Defendant in C.S.No.580 of 2018 and for the Respondents in O.A.Nos.780, 781 & 783 of 2018 and A.Nos.645 to 647 of 2019 and A.Nos.6824 & 7500 of 2019 and for the Applicants in A.No.4487 of 2019 and upon reading the plaint filed in C.S.No.580 of 2018 and the Judge's Summons and the affidavit of V.M.Muralidharan filed in O.A.No.780 to 783 of 2018 and A.Nos.645 to 647 of 2019 and A.Nos.6824 & 7500 of 2019 and the judges summons and the affidavit of Deepak Mane filed in A.No.4487 of 2019 and the joint memo of compromise signed by the plaintiff and the defendants with their respective advocates and the said advocates for the parties hereto praying this court to pass a decree in terms of the Joint memo compromise morefully set out in the schedule hereunder,



It is in terms thereof orderd and decreed as follows:-

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That the Defendants hereby duly undertake not to use Plaintiff's copyright or any other Intellectual Property pertaining to only the codes which have been developed by the Plaintiffs in relation to the products described in Schedule I of the Plaint, and further undertake not to reproduce, issue copies of, and sell or offer for sale, adaptation, or infringe by any other means whatsoever, the plaintiff's copyrighted work in relation to the products developed by the Plaintiff in relation to the codes as referred herein.

2. That the Plaintiff herein agrees and undertakes to waive all other reliefs as sought by the Plaintiff in the present suit and hereby further undertakes and confirm that the Plaintiff Company, subject to the Defendants abiding by the aforementioned undertaking as provided in this Memo of Compromise before this Hon'ble Court, have no further claims, disputes, grievances of any nature whatsoever remaining against the Defendants herein.

3. That Plaintiff herein shall accordingly file an Affidavit confirming the statements in paragraph 3 in the Quashing Petitions 1 - 3.

4. That the Plaintiff and the Defendants herein undertake that

other than the ongoing matters as enlisted hereinbefore in the present Memo



of Compromise, there are no other pending matters, cases, litigations, notices, complaints, etc. of any nature whatsoever filed by either party against each other and all contentions are withdrawn by the Plaintiff & the Defendants against each other, and all parties agrees and undertake that they shall not file any new civil and / or criminal and / or any other case against each other for the issues which are settled via this Memo of Compromise.

5. That the Plaintiff hereby withdraw the criminal complaint dated 29 March 2019 with Inspector of Police, Central Crime Branch II, Cyber Cell, Vepery, Chennai ("Cyber Crime Cell") against several persons including the Petitioner hereinabove which was registered as Crime No.86 of 2019 and has no objection for allowing the (i) CrI.O.P.No.15683 of 2019; (ii) CrI.O.P.No.20063 of 2019 and (iii) CrI.O.P.No.26201 of 2019 thereby quashing Crime No.86 of 2019.

6. That the Plaintiff hereby agrees and grants no - objection to:-

a. Crime No.86 of 2019 being quashed by this Hon'ble High Court;

b. Return of Rs.1,00,000/- (Rupees One Crore Only) which was deposited to the credit of Crime No.86 of 2019 in CrI.O.P.No.17630 of 2019; and

c. Return of Rs.10,000/- by each Petitioner with two sureties each



7. That the Plaintiff and the Defendants herein agree that they shall maintain confidentiality of this Memo of Compromise.

8. That the Plaintiff and the Defendants hereto agree and confirm that they shall execute such other or further document/s, deed/s and carry out all acts, matters and things that may be required of them to give effect to these present as mentioned in this Memo of Compromise.

9. That these O.A.Nos.780, 781 and 783 of 2018 and A.Nos.645 to 647, 4487, 6824 and 7500 of 2019 do stand colsed.

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

Affidavit and Schedule MOC



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C.S.No.580 of 2018
and
O.A.Nos.780, 781 & 783 of 2018
and
A.Nos.645 to 647 of 2019
and
A.Nos.4487, 6824 & 7500 of 2019

DECREE:

DATED : 30.03.2021

THE HON'BLE MR.JUSTICE
C.V.KARTHIKEYAN

FOR APPROVAL: 27.07.2021
24.02.2022

APPROVED ON: 24.02.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.03.2021

CORAM:

THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.580 of 2018
and A.Nos.780, 781, 783 of 2018
and A.Nos.645, 646, 647, 4487, 6824, 7500 of 2019

M/s.Bahwan Cyber Tek Pvt. Ltd.,
Represented by its Director,
Mr.V.M.Muralidharan,
148, Rajiv Gandhi Salai (OMR),
Okkiyam, Thoraipakkam,
Chennai - 600 097.

... Plaintiff

..Vs..

1.Mr.Dinesh Choudhary,
Age unknown,
841, Solitaire Corporate Park,
167 Guru Hargovindji Marg, Andheri - Ghatkopar
Link Road, Chakala, Andheri (E),
Mumbai - 400 093.

2.Mr.Vinoy Nambiar Padmanabhan,
Son of M.V.Padmanabhan,
Aged about 34 years,
105, Building No.6,
Shankeshwar Palms, Kumbharkan
Pada, Dombivli (W) - 421 202.

3.Asymmetrix Solutions Private Limited
Represented by its Director
Mr.Aman Sinha, 101, 1st Floor,
Building - 2, Millenium Business Park,
Mahape, Navi Mumbai - 400 710.



Limited, 841, Solitaire Corporate Park,
167 Guru Hargovindji Marg, Andheri - Ghatkopar
Link Road, Chakala, Andheri (E),
Mumbai - 400 093.

5. Aptivaa Consulting Solutions Private
Limited, 841, Solitaire Corporate Park,
167 Guru Hargovindji Marg, Andheri - Ghatkopar
Link Road, Chakala, Andheri (E),
Mumbai - 400 093.

... Defendants

PRAYER : Plaintiff filed under Order IV Rule 1 of the Original Side Rules, 1956 read with Order VII Rule 1 of the Code of Civil Procedure, 1908 read with Sections 61 and 62 of the Copyrights Act, 1957, read with Section 7 Commercial Courts, Commercial Appellate Courts, Commercial Division and Commercial Appellate Division Courts of High Court Act, 2015, prayed for a Judgment and Decree:-

(a) Permanent injunction restraining the defendants, their men, directors, employees, agents, servants, representatives, or any person(s) acting on their behalf from divulging or disseminating the confidential information belonging to the plaintiff as defined in Schedule I and as provided by the Defendants pursuant to Prayer (g) to third parties, or otherwise exploiting the same for their own benefit;

(b) Permanent injunction restraining the Defendants, their men, directors, employees, agents, servants, representatives, or any person(s) acting on their behalf from directly or indirectly soliciting any of the



customers / clients of the Plaintiff set out in Schedule II;

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(c) Permanent injunction restraining the Defendants, their men, directors, employees, agents, servants, representatives, or any person(s) acting on their behalf from acting in any manner which could infringe and / or enable others to infringe the Plaintiff's copyright in the products and information which are described in Schedule I and in each of the products and information individually, specifically by reproducing, issuing copies of, communicating to the public, selling or public selling or offering for sale, adaption, or infringing by any other means whatsoever, the plaintiff's copyrighted work;

(d) Permanent injunction restraining the 1st, 2nd and 3rd defendant from acting in continuing breach of Article 12 of the Long Form Agreement dated 20.04.2016 concluded with the Plaintiff;

(e) Declaration that the 2nd Defendant has breached the terms of his Employment Offer Letter dated 29.03.2016 with the Plaintiff;

(f) Permanent injunction restraining the 2nd Defendant from acting in continuing breach of Employment Offer Letter dated 29.03.2016;

(g) Mandatory injunction directing the Defendants to disclose in an affidavit the confidential information / data that are in the possession of the Plaintiff and to return all such confidential information / data that are in possession of the Defendants to the Plaintiff;



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(h) Direct that the costs of the suit.

For Plaintiff : Mr.K.Shiva for M/s.Anirudh Krishnan

For Defendants : M/s.O.Solaiappa for
M/s.Thriyambak J.Kannan

J U D G M E N T

A Joint Memo of Compromise had been filed dated 10.03.2021, which has been signed by the Director of the Plaintiff Mr.V.M.Muralidharan and by the Director of the first defendant Mr.Dinesh Choudhary and by the Director of the second defendant Mr.Vinoy Nambiar Padmanabhan and by the Director of the third defendant Mr.Dinesh Choudhary and by the Director of the fourth defendant Mr.Sandip Mullay and by the fifth defendant Mr.Sandip Mullay. It is also been signed by the learned counsel for the plaintiff and by the learned counsel for the defendants.

2. The terms of the Memo of Compromise are as follows:

"1. Without prejudice to the stand taken in their Written Statements / Replies, the Defendants hereby duly undertake not to use Plaintiff's copyright or any other Intellectual Property pertaining to only the codes which have been developed by the Plaintiffs in relation to the products described in Schedule I of the Complaint, and further undertake



not to reproduce, issue copies of, and sell or offer for sale, adaptation, or infringe by any other means whatsoever, the plaintiff's copyrighted work in relation to the products developed by the Plaintiff in relation to the codes as referred herein.

2. Without prejudice to the stand taken by the Plaintiff in the plaint and connected Applications, the Plaintiff agrees and undertakes to waive all other reliefs as sought by the Plaintiff in the present suit and hereby further undertakes and confirm that the Plaintiff Company, subject to the Defendants abiding by the aforementioned undertaking as provided in this Memo of Compromise before this Hon'ble Court, have no further claims, disputes, grievances of any nature whatsoever remaining against the Defendants.

3. That Plaintiff will accordingly file an Affidavit confirming the statements in paragraph 3 in the Quashing Petitions 1 - 3.

4. The Plaintiff and the Defendants undertake that other than the ongoing matters as enlisted hereinbefore in the present Memo of Compromise, there are no other pending matters, cases, litigations, notices, complaints, etc. of any nature whatsoever filed by either party against each other. All contentions are withdrawn by the Plaintiff & the

Defendants against each other, and all parties agrees and undertake that they will not file any new civil and / or criminal and / or any other case against each other for the issues which are settled via this Memo of Compromise. The Plaintiff hereby withdraws the criminal complaint dated 29 March 2019 with Inspector of Police, Central Crime Branch II, Cyber Cell, Vepery, Chennai ("Cyber Crime Cell") against several persons including the Petitioner hereinabove which was registered as Crime No.86 of 2019 and has no objection for allowing the (i) CrI.O.P.No.15683 of 2019; (ii) CrI.O.P.No.20063 of 2019 and (iii) CrI.O.P.No.26201 of 2019 thereby quashing Crime No.86 of 2019.

5.The Plaintiff hereby agrees and grants no - objection to:-

a. Crime No.86 of 2019 being quashed by this Hon'ble High Court;

b. Return of Rs.1,00,000/- (Rupees One Crore

Only) which was deposited to the credit of Crime No.86 of 2019 in CrI.O.P.No.17630 of 2019; and

c. Return of Rs.10,000/- by each Petitioner with two sureties each in CrI.O.P.No.17630 of 2019.

6. The Plaintiff and the Defendants agree that they shall maintain confidentiality of this Memo of Compromise.

7. The Plaintiff and the Defendants hereto agree



and confirm that they will execute such other or further document/s, deed/s and carry out all acts, matters and things that may be required of them to give effect to these present as mentioned in this Memo of Compromise.

8. The present Memo of Compromise has been drafted under the instructions of the Plaintiff & Defendants, all of them have read over and understood the contents thereof and after understanding the same, the Plaintiff and the Defendants herein confirm that it is in terms of the understanding arrived at amongst them.

9. The present Memo of Compromise has been signed by the Plaintiff and Defendants.

10. The Plaintiff and the Defendants hereby undertake to this Hon'ble Court to abide by this memo of Compromise.

Dated this 10th day of March 2021.

sd/---
Advocate for Plaintiff.

sd/---
Plaintiff.
sd/---
Defendant No.1

sd/---
Defendant No.2
sd/---
Defendant No.3
sd/---



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Advocate for Defendants

Defendant No.4

sd/---

Defendant No.5."

3. Affidavits have also been filed by the plaintiff, the first and second defendants and by the Director of the fourth and fifth defendant affirming the Memo of Compromise. It is to be mentioned that in the Memo of Compromise, the first defendant has also signed on behalf of the third defendant in his capacity of Director.

4. In view of the same, suit is decreed in terms of Memo of Compromise. No order as to costs. Connected applications are closed. The Memo of Compromise and the affidavits shall form part of the decree. Since the parties had entered into compromise, plaintiff is entitled for return of the Court Fees in accordance with the Rules.

Sd./- C.V.K.J

30.03.2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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