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

+ **CS(OS) 519/2024**

WHITE DOLPHINE MEDIA

.....Plaintiff

Through: Mr. Rishi Kapoor & Mr. Imran
Moulaey, Advocates.

versus

MR. RABIUL ISLAM

.....Defendant

Through: Mr. Animesh Bhatia

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.11.2024

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I.A. 45895/2024

1. This is a joint application on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 CPC for passing a decree in terms of the Settlement Deed dated 15.11.2024 entered into between the parties.
2. The present suit has been filed by the Plaintiff with the following prayers:-

“I. Pass a decree of permanent injunction in favour of the Plaintiff and against the Defendant restraining the Defendant from addressing any communication to either of the Plaintiff or its employees, agents or its clients which is in any manner offensive, derogatory, defamatory, or threatening email/ communication in any manner;

II. Pass a decree of mandatory injunction in favour of Plaintiff and against the Defendant thereby directing the Defendant to remove/ delete any posts made by the Defendant on social media platforms, including



LinkedIn and other similar platforms against Plaintiff and its esteemed clients, along with their respective employees and management;

III. Pass a decree of permanent injunction restraining the Defendant from making posts on internet platforms or social media networks such as LinkedIn, Facebook, Twitter, and others, against Plaintiff and its clients and/ or tagging Plaintiff and its client and their employees and management on any such posts;

IV. Pass a decree of permanent injunction restraining the Defendant from publicly disseminating any business-related information obtained from Plaintiff and its clients, or accessed by Defendant in the course of discharging his duties in Plaintiff's organization as an employee of the Plaintiff firm, on internet platforms or social media networks such as LinkedIn, Facebook, Twitter, and others;

V. Pass a decree of permanent injunction restraining the Defendant from publicly disseminating any business-related information obtained from Plaintiff and its clients in Newspapers, Articles or Television and others;

VI. Pass a decree of permanent injunction restraining the Defendant, from engaging in any form of offensive, derogatory, defamatory, or threatening communication against the Plaintiff's esteemed clients, along with their respective employees and management;

VII. Pass a decree of permanent injunction restraining the Defendant from disseminating in any manner whatsoever or howsoever any kind of business and/or information obtained from the Plaintiff and its esteemed clients which became available to the Defendant in the course of discharging his duties in the



Plaintiff's organisation pursuant to his engagement with the Plaintiff;

VIII. Pass a decree of mandatory injunction in favour of Plaintiff and against the Defendant thereby directing the Defendant to handover the Assets belonging to the Plaintiff at their Delhi Office at E-9/D, Jawahar Park, Laxmi Nagar, New Delhi, in person or through courier;

IX. Pass a decree of mandatory injunction directing the Defendant to either hand over all documents or destroy any relevant information obtained during or after the course of employment with the Plaintiff, without prior permission.

X. Pass a decree of damages in favour of the Plaintiff and against the Defendant amounting to INR 2,01,00,000/- (Rupees Two Crores and One Lakh Only) for loss of reputation, mental agony, harassment and etc; an order as to costs in the proceedings be passed in favour of the Plaintiff and against the Defendant; and/or

XI. Any other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case may also be passed."

3. Pending suit, this Court on 05.07.2024 has passed the interim order restraining the Defendants not to interact with any of the clients of the Plaintiff by using any of the confidential information received by the Defendant while his appointment with the Plaintiff.

4. During the pendency of the suit, the parties have entered into an amicable settlement. The Settlement Deed dated 15.11.2024 though has been filed with the present application, the same is reproduced as under:-



“SETTLEMENT AGREEMENT

This Settlement Agreement / Deed of Settlement ("Settlement Deed") is executed on this 15th day of November 2024 at New Delhi by and between:

(I) White Dolphin Media, through its proprietor Mr. Vivek Avasthi having its office at E-9/D, Jawahar Park, Laxmi Nagar, Delhi-110092 (hereinafter referred to as "White Dolphin" / "First Party");

AND

(II) Mr. Rabiul Islam, an Indian citizen residing at A-19/11 Shiv Shakti Apartment, Sector 71, Noida, Uttar Pradesh - 201301 ("hereinafter referred to as "Rabiul" / "Second Party");

The First Party and the Second Party are collectively hereinafter referred to as "Parties".

WHEREAS:

A. Disputes and differences had arisen between White Dolphin stemming from various differences and alleged actions impacting the firm's reputation with one of its former consultants namely Mr Rabiul Islam.

B. Without going into the granular details, White Dolphin was constrained to prefer a civil suit before the Hon'ble Delhi High Court ("High Court"), being CS(OS) 519 of 2024 ("Suit"), inter a/ia seeking a decree of mandatory injunction directing Rabiul to remove/ delete any posts made by Rabiul on social media platforms which are defamatory for the Plaintiff and its esteemed clients and a permanent injunction restraining Rabiul from further accessing and using confidential information, documents etc., and from



making, publishing, or disseminating false, defamatory, disparaging and misleading statements/articles about White Dolphin and its clients along with damages to the tune of INR 2,01,00,000/- (Indian National Rupees Two Crore One Lakh Only).

C. The High Court, vide order dated July 5, 2024, granted an ex parte ad-interim injunction directing Rabiul to not interact with any of the clients of White Dolphin using any of the confidential information received from White Dolphin during the course of his engagement with White Dolphin ("Interim Order") which is in effect till the signing of the present Agreement.

D. During the pendency of the Suit, Rabiul approached White Dolphin intending to arrive at an amicable settlement while citing regret and admitting the contents of the Suit and apologised for the same.

NOW THEREFORE, FOR GOOD AND SATISFACTORY CONSIDERATION, CONTAINED HEREIN BY WAY OF THE COVENANTS AND THE MUTUAL REPRESENTATIONS OF THE PARTIES, THE SUFFICIENCY WHEREOF THE PARTIES HEREIN EXPRESSLY ACKNOWLEDGE AND IT IS HEREBY IRREVOCABLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions & Interpretation

(a) Definitions: The following words and terms, whenever used in this Settlement Deed, unless repugnant to the meaning or context thereof, shall have the respective meanings set forth below:

(i) "Assets" means any and all forms of material (including those related to the clients (present and



past) of White Dolphin) particularly written material including databases, contacts, communications, correspondence, literature, documents, journals, etc which may have come in possession of Rabiul during his association with White Dolphin.

(ii) "Effective Date" shall mean November 15th November 2024 i.e. the date on which the present Settlement Deed will come into force.

(iii) "Person" means any individual or other entity, whether a corporation, firm body corporate, joint venture, trust, association, organization, partnership or proprietorship, whether or not having a separate legal personality, including any governmental authority;

(iv) "Social Media Post" means any post made by Rabiul on any social media platform including Facebook, Twitter, LinkedIn, WhatsApp etc. and other similar social media platforms.

(b) Interpretation. In this Settlement Deed where the context admits:

(i) Any reference to the singular shall include the plural and vice-versa;

(ii) references to this Settlement Deed or any other document shall be construed as references to this Settlement Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;

(iii) each of the representations and warranties provided in this Settlement Deed is independent of



other representations and warranties in this Settlement Deed and unless the contrary is expressly stated, no Clause in this Settlement Deed limits the extent or application of another Clause;

(iv) headings to Clauses and parts and paragraphs of schedules are for convenience only and do not affect the interpretation of this Settlement Deed;

(v) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; (vi) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives; and

(vii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

2. This Settlement Deed shall come into force on the Effective Date and shall be valid and binding on all Parties.

3. TERMS OF SETTLEMENT

3.1 The Parties mutually agree and consent that they shall by way of a joint application seek confirmation of the Interim Order passed by the High Court in the captioned Suit and the Second Party shall suffer a decree in terms of the present Settlement Deed.



3.2 The Second Party acknowledges, agrees and confirms that after signing the present Settlement Deed, Rabiul will not address/issue any communication related to either White Dolphin or any of its clients (past or present including the ones mentioned under in the Suit) and/or their respective shareholders, directors, proprietor, promoters, partners, employees and agents or to any other third party which is in any manner offensive, derogatory, defamatory and/or threatening in any manner to White Dolphin or its clients and/or their shareholders, directors, proprietor, promoters, partner, employees and agents in any capacity whatsoever.

3.3 The Second Party also undertakes to withdraw/remove/delete any communication, correspondence or Social Media Post(s) made by him against White Dolphin, its esteemed clients and their respective shareholders, directors, proprietor, promoters, partner, employees and agents. 3.4 The Second Party also undertakes not to make/upload/publish any further Social Media Post(s) against White Dolphin and/or its esteemed clients (past or present), along with their respective shareholders, directors, proprietor, promoters, partner, employees and agents in any manner whatsoever.

3.5 The Second Party undertakes not to publicly disseminate any business-related information obtained from White Dolphin and/or its clients (past or present) and/or accessed by the Second Party during his association with White Dolphin, on any internet platforms or social media networks such as Linked In, Facebook, Twitter, Whatsapp etc. or any other print / digital or any other media in any manner whatsoever.

3.6 The Second Party further undertakes not to engage



in or issue any form of offensive, derogatory, defamatory, or threatening communication against White Dolphin, its esteemed clients (present or past), along with their respective shareholders, directors, proprietor, promoters, partner, employees and agents in any manner whatsoever by way of any other channel as well.

3. 7 The Second Party undertakes to handover the Assets belonging to Mr. Vivek Awasthi, Authorised Representative of White Dolphin in person or through courier or in the alternative; Undertakes to destroy all documents or any relevant information obtained during his association with White Dolphin, without prior permission. In any event, the Second Party undertakes that as of the Effective date of the present Settlement Deed, it has no Assets of the First Party in any capacity whatsoever.

3.8 White Dolphin agrees to give up its claim for cost and damages in the Suit pending adjudication before the High Court. Both Parties agree to bear their own cost of the proceedings. The Parties shall bear their own legal and other costs and expenses in relation to this Settlement Deed as well.

3.9 In the event of any breach or violation by the Second Party of the present terms of settlement, the Second Party will be liable to pay INR 2,01 ,00,000/- (Indian National Rupees Two Crore One Lakh Only) as damages to White Dolphin immediately besides other actual costs suffered by the First Party. In case of breach of the present Settlement Deed, White Dolphin may directly seek execution of the present Settlement Deed without seeking any declaration as a condition precedent to such execution.

3.10 In the event of any breach or violation of the



present terms of settlement, Parties would be free to take legal recourse available in accordance with law and equity.

3.11 The terms of the present Settlement Deed will also be treated as confidential by the Second Party and the same shall not be shared with any third party in any capacity whatsoever. In addition, both the Parties agree that they shall not, at any time, whether before or after the signing of the present Settlement Deed, issue any press release and/or any other statement, broadcast, podcast, advertisement, circular, newsletter or other forms of information in relation to this Deed, unless the contents of such information release have been mutually approved in writing by both the Parties.

4. DISPOSAL OF THE SUIT

4.1. The Parties mutually agree that the Suit shall be disposed off in light of this Settlement Deed entered into inter se by the parties to the Suit and the present Settlement Deed.

5. REPRESENTATIONS AND WARRANTIES

5.1. Each Party hereby represents and warrants to the other Party as follows:

i. It is duly organized and validly existing under the laws of India or the laws of their respective country and has full power and authority to enter into this Settlement Deed and to perform its obligations under this Settlement Deed;

ii. This Settlement Deed constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms;



iii. The execution, delivery and performance by such Party of this Settlement Deed and the acts and transactions contemplated hereby do not and will not, with or without giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

*(a) applicable law; or
(b) any order, judgment or decree applicable to it;
or*

(c) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;

iv. There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Settlement Deed or any obligation, act, omission or transactions contemplated hereunder; and

v. They will comply with all applicable laws and regulatory requirements in connection with the performance of their obligations under this Settlement Deed, and will not do or permit anything to be done which might cause or otherwise result in a breach of this Settlement Deed.

6. NOTICE

6.1. The Parties agree that any notice, request or other communication to be served, given or made



under this Settlement Deed upon the Parties, shall be deemed to be properly served and effective, if in writing and addressed to the Parties and delivered, at the addresses as mentioned below and with copies addressed and delivered to the Parties' respective legal representatives, as set forth below.

i. If to White Dolphin: White Dolphin Media E-9/D, Jawahar Park, Laxmi Nagar, Delhi-110092

Also at A-69, Sector 15, A Block, Noida, Uttar Pradesh - 201301 Attn: Mr. Vivek Avasthi Email: avasthi.vivek@gmail.com

ii. If to Rabiul: Mr. Rabiul Islam A-19/11 Shiv Shakti Apartment, Sector 71, Noida, Uttar Pradesh - 201301 E-mail: rabiul.islam1885@gmail.com

7. Each Party agrees and acknowledges that it has executed this Settlement Deed without any duress, coercion, fraud or undue influence. The Parties agree that this Settlement Deed sets forth the entire agreement between the Parties and supersedes any prior or contemporary oral understanding or written communication, which the Parties may have had in connection with the dispute contemplated under this Settlement Deed.

8. The Parties hereby agree that this Settlement Deed shall be binding upon each of the Parties and all their partners, directors, officers, successors in interest, divisions, undertakings, licensees, legal representatives, servants, agents, assignees, affiliates or acquirers, including any acquirer of substantially all of the Assets of a Party and all others acting by, through, or with them or under their authority or direction or in privity with them.



9. *This Settlement Deed may be amended only by an instrument in writing signed by each Party to this Settlement Deed.*

10. *The failure on the part of one Party to exercise or enforce any rights resulting from this Settlement Deed shall not be a waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.*

11. *This Settlement Deed may be executed and delivered in two counterparts, each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute the same instrument.*

12. *If any provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and the Parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this Agreement.*

13. GOVERNING LAW AND JURISDICTION

13.1. *This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of India.*

13.2. *The Parties irrevocably agree that the courts at New Delhi shall have exclusive jurisdiction in respect of all matters arising under or in connection with this Agreement.*



14. ARBITRATION

14.1. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration before a Sole Arbitrator to be appointed by the First Party in accordance with the Arbitration and Conciliation Act along with its rules which may be updated and/or amended from time to time and are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English.

14.2. The seat of the arbitration shall be in New Delhi. By signing the present Agreement, the parties expressly waive the applicability of Section 12(5) of the Arbitration and Conciliation Act, 1996, during or subsequent to the disputes interse the parties, regarding the appointment and adjudication of the Sole Arbitrator so appointed. Any Award rendered upon such arbitration shall be in writing and shall be final, conclusive and binding on the parties. It shall not be mandatory for the arbitrator to strictly follow the Evidence Act and Code of Civil Procedure. Both parties confirm it and undertake to abide by the decision/award passed by the Sole Arbitrator.

14.3. The Arbitration and all matters arising directly or indirectly therefrom will be kept strictly confidential by the Parties and will not be disclosed to any third party except as may be compelled by law.

15. By executing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties and the successful fulfilment of the terms of the present Agreement would be considered as a full and final



settlement inter se the Parties.”

5. In view of the settlement, the parties pray that the suit be decreed in terms of the settlement agreement.
6. The suit is decreed in terms of the settlement deed dated 15.11.2024. Let decree sheet be drawn in terms of the settlement deed.
7. In view of the above, the suit is disposed of along with pending application(s), if any.
8. The next date already fixed before the learned Joint Registrar, i.e., 09.01.2025, stands cancelled.
9. The present application is disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 22, 2024
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