

O.A. Nos.680 and 681 of 2025

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M/s.Data Tracks Services Pvt. Ltd.

... Applicant

Vs.

Sravanthkumar PV

... Respondent

For Applicant : Mr. Suresh
for M/s. Shivakumar and Suresh

For Respondent : Set exparte

ABDUL QUDDHOSE.J.,

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, seeking for the following reliefs:

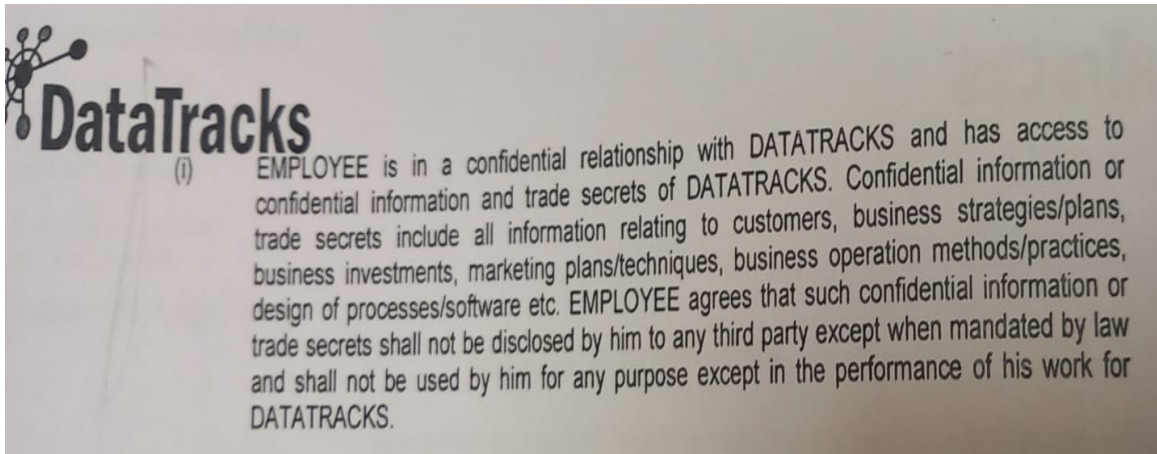
- a) Injunction to restrain the respondent from disclosing to any third party the confidential information or trade secrets of the applicant;
- b) Injunction to restrain the respondent from soliciting or accepting business directly or indirectly from any of the applicants customers.

2. The respondent had earlier worked with the applicant through the contract of employment dated 01.04.2019. The contract of employment contains the terms and conditions of the employment. The respondent resigned from the applicant and thereafter, has joined another Company, who is the competitor of the applicant.



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3. Under the terms and conditions of the contract of employment dated 01.04.2019, the respondent has undertaken that the confidential information of the applicant will not be disclosed to any third party for a period of one year from the date of the respondent being relieved from employment with the applicant. Similarly, the respondent has also undertaken that he shall not solicit or accept business directly or indirectly from any of the applicant's customers. The relevant clauses in the contract of employment dated 01.04.2019 entered into between the applicant and the respondent are reproduced hereunder:





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EMPLOYEE agrees that for a period of twelve months after this Agreement is terminated, EMPLOYEE shall not:

- a. Solicit or accept business, directly or indirectly, from any customer that the EMPLOYEE interacted (by personal visits, telecommunications, letters/emails) or serviced (in service delivery operations, commercial negotiations etc) directly or indirectly while in employment with DATATRACKS
- b. Solicit or hire, directly or indirectly, any employee or associate (permanent or temporary) of DATATRACKS who was on the rolls of DATATRACKS any time during the six months preceding the termination of this Employment Agreement.
- c. Join a competitor of DATATRACKS to serve any customer that the EMPLOYEE interacted (by personal visits, telecommunications, letters/emails) or serviced (in service delivery operations, commercial negotiations etc) directly or indirectly while in employment with DATATRACKS. If the EMPLOYEE breaches this covenant, he is liable to compensate DATATRACKS for the losses incurred by DATATRACKS. Since the losses incurred by DATATRACKS cannot be estimated, both Parties agree that this compensation amount shall be equal to INR Five Lakhs

EMPLOYEE agrees that this obligation to not solicit or accept business or not solicit or hire EMPLOYEES or not join a competitor to serve the same customer survives the termination of this Agreement and for a period of twelve months after termination of the agreement.

4. The applicant has filed the following documents to establish their case that the respondent has violated the terms and conditions of the contract of employment by disclosing the confidential information of the applicant as well as soliciting business from the customers of the applicant:

a) Employment agreement entered into between the applicant and the respondent dated 01.04.2019;

b) Invoice raised to Danesfield Hotels and Resorts Limited along with email correspondence between Data Tracks and Danesfield Hotels and Resorts Limited dated 27.03.2024;



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c) Invoice raised on Seattle Software Ltd. (Orbus Software) along with privacy policy of Orbus Software dated 09.09.2024;

d) Email sent by the respondent on behalf of his present employer BCT Consulting soliciting business with applicant's customer namely Danesfield dated 29.04.2025;

e) Email correspondence between DataTracks and Orbus Software, customer of the applicant flagging Data Security Concern due to the communication by the respondent dated 09.05.2025.

5. Prior to the filing of these applications, the applicant has also issued a legal notice to the respondent on 20.05.2025, calling upon the respondent not to violate the terms and conditions of the contract. A reply has also been sent by the respondent on 19.06.2025, denying the allegations of the applicant.

6. This Court has perused and examined the documents filed by the applicant along with these applications and prima facie notices the following:



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a) The respondent has contacted the customers of the applicant, which is evidenced from the invoices raised by the applicant to the said customers;

b) The respondent has also solicited business from the customers of the applicant;

c) The e-mail dated 09.05.2025 sent by the customer of the applicant to the applicant reveals that the respondent has divulged the confidential information of the applicant;

7. There exists an arbitration clause in the contract of employment, which is the subject matter of dispute between the parties and the same is reproduced hereunder:

(t) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

The sole arbitrator shall be nominated by the Managing Director of DATATRACKS. The venue of the arbitration shall be at CHENNAI and the proceedings of the arbitration shall be English.

In the event of a breach or a threatened breach of any of the clauses herein either during the EMPLOYEE's tenure of service or upon termination and its aftermath, the company is entitled to seek a temporary or permanent injunctive relief and damages against the EMPLOYEE.



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8. The applicant has already invoked arbitration in accordance with the arbitration clause, contained in the contract of employment, by issuing notice to the respondent on 19.06.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. Since there is no consensus between the parties with regard to the name of the arbitrator, the applicant undertakes to file a petition under Section 11 of the Arbitration and Conciliation Act, seeking for appointment of an arbitrator by this Court.

9. The respondent has also been duly served with notice in these applications. The name of the respondent has also been printed in the cause list today. Despite service of notice, the respondent has chosen not to enter appearance in these applications. Hence, the respondent is set *ex parte* by this Court.

10. Since a *prima facie* case has been made out for the grant of interim injunction as prayed for in these applications as the contract of employment makes it clear that the respondent shall not disclose the confidential information of the applicant and the respondent also shall not



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solicit the business from the applicant's customers after the respondent's resignation from the applicant's Company for the period of one year and there is evidence placed on record before this Court that the respondent has violated the terms and conditions of the contract of employment, this Court will have to grant an order of interim injunction as prayed for in these applications.

11. Accordingly, there shall be an order of interim injunction as prayed for in these applications. Since the respondent has been set exparte in these applications, these applications are allowed as prayed for. However, the applicant shall file a petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator within a period of 90 days from the date of receipt of a copy of this order as per the provisions of Section 9(2) of the Arbitration and Conciliation Act, 1996.

29.07.2025

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