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

Date of decision: 20.04.2026

+ O.M.P.(I) (COMM.) 137/2026

CONCERTINA COILS PRIVATE LIMITED AND ANR &
ANR.Petitioners

Through: Ms. Petal Chandhok & Mr.
Veer Vikram Singh, Advs.

versus

NAVDEEP SHARMA & ANR.Respondents

Through: Mr. Samdish Sahdev & Mr.
Marinal Sharma, Advs.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**, seeking the following reliefs:

“A. Pass an ad interim ex parte injunction and/or upon notice an interim injunction, restraining Respondent No. 1 (Navdeep Sharma) and Respondent No. 2 (Pankaj Kumar), their servants, agents, employees, representatives, nominees, and associates, directly or indirectly, in any capacity whatsoever, approaching, soliciting, contracting with, or otherwise dealing, directly or

¹ Act



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indirectly, in any manner whatsoever, with any of the following existing or prospective clients of the Petitioners, including but not limited to in relation to the Jindal Mmamabula Energy Project and allied works, pending the constitution of the Arbitral Tribunal and until the conclusion of arbitral proceedings: (i) Power Plant Engineers Ltd.; (ii) Jindal Energy Botswana Pty. Ltd.; (iii) Matal Ventures Pty. Ltd.; (iv) Jay Cee Bee Plant Hire Pty. Ltd. (t/a Shumba Plant Hire); (v) EH Constructions; (vi) Rakaru Investment Pty. Ltd.; (vii) Shymal; (viii) Transrail; (ix) Tecknow; and (x) Any other existing or prospective client of the Petitioner and/or MIPL whose identity, contact details, or business information was obtained by the Respondents during the course of their engagement with the Petitioner; and

B. Pass an ad interim ex parte injunction and/or upon notice an interim injunction, restraining the Respondents, their entities, servants, agents, employees, and representatives from disclosing, using, exploiting, or otherwise dealing with any Confidential Information of the Petitioner (as defined in Clause 5 of the Principal Agreement and the respective Engagement Letter, as the case may be) including but not limited to: client data , contact details, rate quotations, project plans, business strategies, and operational information, pending the constitution of the Arbitral Tribunal and until the conclusion of arbitral proceedings; and

C. Pass an ad interim ex parte injunction and/or upon notice an interim injunction, restraining the Respondents from making any statements, representations, or communications, whether oral, written, electronic, or otherwise, to the Petitioner's clients, business associates, or any third parties in any manner whatsoever;

D. Direct the Respondents to forthwith return all documents, data, materials, and any other physical or electronic items belonging to the Petitioners that are in their possession, custody , or control, including but not limited to : client contact details, project data, operational manuals, rate schedules, and any communications with the Petitioner's clients; and

E. Direct the Respondents to furnish an undertaking before this Hon' ble Court that they shall comply with their contractual obligations under their respective engagement agreements, including non-solicitation and confidentiality and in terms of Clause 8 (Respondent No. 1) and Clause 9 (Respondent No. 2); and

F. Pass any such further or other orders/ directions as this



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Hon'ble Court may deem fit and proper in the facts and circumstances of the case;"

2. The present disputes are stated to have arisen out of the Letter of Engagement dated 22.04.2025 as entered into between the Petitioner and Respondent No.1, as well as the Secondment and Letter of Engagement, which was entered into between the Petitioner and Respondent No. 2 on 23.06.2025 (*hereinafter collectively referred to as "Agreements"*). Both the Letters of Engagement contain identical dispute resolution clauses, being Clause 10 and 11 respectively thereof. The said clause is reproduced hereinbelow for ready reference:

" 10. Governing Law and Dispute Resolution: (10.1) Your engagement with the Company is governed and construed by the laws of India with the courts of Delhi having exclusive jurisdiction. All disputes, claims or differences arising out of or in connection with the terms of this Letter of Engagement and your engagement with the Company shall be referred to a sole arbitrator who shall be appointed by the Company. The arbitration proceedings shall be as per the provisions of the Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be at New Delhi and the language of the arbitration proceedings shall be English only."

3. After advancing some arguments, learned counsel appearing for the parties jointly submit, on instructions, that the present matter be referred to arbitration by a Sole Arbitrator instead of adjudication of the present Petition on merits.

4. Learned counsel for the Petitioners submits that, while she is amenable to the present Petition being referred to arbitration, certain interim reliefs may be granted. This is necessitated by the conduct of the Respondents, who have been approaching and soliciting business from clients with whom contractual engagements subsist in favour of



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the Petitioners.

5. She further submits that such conduct, namely the direct solicitation of the said clients, is in clear contravention of the terms of the Agreements as entered between the parties and is manifestly prejudicial to the interests of the Petitioners.

6. **Per contra**, learned counsel for the Respondents contends that the averments and submissions as sought to be made are incorrect.

7. He submits that, at no point in time, have his clients, Mr. Navdeep Sharma and Mr. Pankaj Kumar, acted in any manner contrary to the terms of the Agreements.

8. He further submits that no solicitation of work, as alleged by the Petitioners, has at any point been undertaken by the Respondents. Though he would contest the assertions and submissions made by the Petitioners in their Petition as well as before this Court, he is *ad idem* that the disputes may be referred to arbitration.

9. This Court has heard the learned counsel appearing for the parties and perused the material on record.

10. In view of the fact that learned counsel for the parties are *ad idem* that the disputes as raised herein may be referred to arbitration, this Court deems it appropriate to appoint a Sole Arbitrator be appointed to adjudicate upon the said disputes.

11. Further, in the peculiar facts of the present case, the statutory requirements of initiation of separate proceedings under Section 11 of the Act and notice invoking Arbitration under Section 21 of the Act are dispensed with.

12. Accordingly, this Court hereby requests **Mr. Anoop Bagai**,



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Senior Advocate (Mobile No. 8447837615) to enter upon the reference and adjudicate the disputes *inter se* the parties.

13. The learned Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act.

14. The learned Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Arbitrator.

15. The parties shall share the learned Arbitrator's fee and arbitral costs equally.

16. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

17. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

18. Considering that the Petitioners have raised certain apprehensions regarding the manner in which the Respondents are allegedly approaching, communicating with, and soliciting work from the clients, there does appear to be a certain emergency in the consideration of the reliefs as sought for in the present Petition.

19. Therefore, the present Petition shall be treated as an application filed under Section 17 of the Act. This Court requests the learned Arbitrator to accord consideration to the application as expeditiously as possible.

20. Let the copy of the said order be sent to the learned Arbitrator through all permissible modes, including electronic mode as well.



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21. Accordingly, the present Petition alongwith all pending application(s), if any, is disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 20, 2026/ v/va/kv