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

+ O.M.P.(I) (COMM.) 183/2026 & I.A. 11736/2026

SHIGAN QUANTUM TECHNOLOGIES LTDPetitioner

Through: Mr. Kuljeet Rawal and Mr. Aditya
Joshi, Advocates

versus

WESTPORT FUEL SYSTEMS ITALIA S.R.L.Respondent

Through: Mr. Rajshekhar Rao, Senior Advocate
along with Mr. Arunav Guha Roy,
Ms. Anandita Rana, Mr. Priyanshu
Jain, and Ms. Sakshi Dutta,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **30.04.2026**

1. The instant petition under Section 9 of the Arbitration & Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:-

“a) Restrain respondent by itself and through its affiliates, assignees, principal, or any person, persons, company, partnership, corporation, agents to either directly or indirectly, be alone or collectively or in conjunction with any one as above, to either solicit or deal or supply or manufacture or share technology, design etc & or sell to Tata Motor Ltd for the 497 & 697 engine goods, as to described and so confirmed as per detail in para 1.1 of TAA dt. 26.07.2018 r/w clause 5.1.2 of the Assignment Agreement dt. 31.05.2025 till further orders.



b) Respondent be further restrained to not violate or commit any breach in any manner any of the agreed terms as provided under TAA dt. 26.07.2018 r/w Assignment Agreement dt. 31.05.2025 till further orders of this Hon'ble Court.

c) Relief (a) & (b) be granted ex partee till disposal of petition.

d) Any other order (s) as this Hon'ble deem fit and proper in view of the facts and circumstances of the present case.

e) Cost be awarded. ”

2. The facts of the case reveal that the Petitioner entered into a Technical Assistance Agreement (TAA) with the Westport Power Inc. on 26.07.2018, whereby the Westport Power Inc. agreed to extend technical assistance and services to the Petitioner, viz. WP580 and WP582 Engine Control Unit (ECU), Westport HP filters and Westport gas injector approved by Tata for Natural Gas Engine Management Systems (NGEMS) for 497 and 697 TML Bharat Stage IV and Bharat Stage VI Engines and such other products as are mutually agreed. It was also agreed between the parties to provide technical knowhow, assistance, services etc. besides extending guarantee and indemnification thereto. It is stated that the said TAA is to expire on 30.06.2028.

3. It is stated that during the tenure of TAA dated 26.07.2018, the Westport Fuel Systems Inc. entered into a Share Purchase Arrangement dated 30.03.2025. In furtherance to the Share Purchase Agreement, an Assignment Agreement dated 31.05.2025 was entered into between Westport Fuel Systems Canada Inc. (Assignor), Westport Fuels Systems



Italia, S.R.L. (Assignee), i.e., the Respondent herein, and Shigan Quantum Technologies Ltd. (SQT) (Beneficiary), i.e. Petitioner herein. In terms of the said Agreement, the Respondent stands assigned with rights, interest obligation, duty thereto etc. under and arising out of TAA dated 26.07.2018.

4. It is stated that in the second week of March, 2026, the Petitioner came to know from Tata that the Respondent had solicited Tata with a firm offer to supply WP853 Engine Control Units for the 497 Engine Platform, which was subsequently confirmed by the Tata *vide* email dated 20.03.2026.

5. It is stated that Tata requested the Petitioner to furnish documentary evidence in support of the Petitioner's exclusivity right for the development of ECU 583 for the 497 Engine platform, failing which Tata indicated that it will continue to proceed with the development of ECU 583.

6. It is stated that the Petitioner issued a Cease & Desist Notice dated 13.03.2026 informing the Respondent that it has violated Clause 5.1.2 of the Assignment Agreement dated 31.05.2025 read with Article 1.1 and Article 13.01 of the TAA and the Respondent was requested to cease and desist from any act or deeds on its part in violation of the terms of the said agreements.

7. It is stated that on the one hand despite several reminders the Respondent has failed to reply to the Cease & Desist Notice dated 13.03.2026 and on the other hand the Respondent has been actively engaged in commercial discussions with Tata in respect of subject goods and therefore the Petitioner has approached this Court by filing the present petition.

8. Clause 13.1 and 13.2 of the TAA dated 26.07.2018, which provides for exclusivity clause, reads as under:-



“13.1 Subject to the terms of the Agreement, SQT shall have exclusive right to use the Westport Technical Know-How as received from Westport to manufacture and sell the Westport Products only to TML. During the Term of the Agreement, and if SQT is not in default of its obligations under this Agreement, Westport shall not for any reason whatsoever, directly or indirectly, either alone or collectively or in conjunction with any other person, persons, company, partnership and corporation, design, manufacture and sell to TML for the 497 and 697 engines goods similar to the Westport Products except as otherwise permitted under this Agreement.

13.2 SQT agrees that it will be delivering the Westport Products to TML on an exclusive basis. SQT agrees that in the event that TML requests that SQT sell to TML any additional/new products, Westport will have a right of first refusal to either design each additional product to be manufactured and sold by SQT to TML, or to supply to SQT each additional product or component that Westport carries in its product range for 497 & 697 engine platforms. The Parties agree that Westport will have 60 days to respond to any rights of first refusal before the rights are offered to any other party.”

9. Paragraph 5 of the Assignment Agreement dated 31.05.2026 read as under:-

“5. Furthermore, the Assignee also hereby confirms the following:

1.1 Technical Support Commitment:

To provide SQT with the same level and quality of technical support and assistance as previously extended by Assignor in accordance with the Subject Agreement, including but not limited to engineering support and technology assistance, subject to the agreed payment of



royalties and ESF as per the Subject Agreement.

1.2 Non-Compete on TML Projects:

In accordance with and subject to Section 13.1 of the Subject Agreement, the Assignee reaffirms not to offer to Tata Motors Limited ("TML") the products currently supplied under the "Westport Products" definition in the Subject Agreement, either directly or through any of its affiliates, in relation to the 497 and 697 engine programs, in accordance with the Subject Agreement."

10. Learned Counsel for the Petitioner states that the Respondent has violated the exclusivity clause which has been entered into between the parties and has been manufacturing the subject goods for Tata.

11. Learned Senior Counsel for the Respondent states as of now the Respondent is only at the preparatory stage of testing and validation of TML for the 497 and is nowhere near commercial production and sale of the subject goods to the Tata.

12. Since there is reasonable apprehension on the part of the Petitioner that the Respondent will sell the subject goods to the Tata in violation of the agreement entered into with the Petitioner, this Court is inclined to grant interim relief in favour of the Petitioner.

13. The Respondent is restrained from selling the subject goods till the disputes are adjudicated by the Arbitrator(s) under Section 17 of the Arbitration & Conciliation Act, 1996. However, since Respondent is only at the preparatory stage of testing and validation and is nowhere near commercial production, the Respondent can go ahead with other activities without selling the subject goods which are subject matter of present dispute to the Tata till the same is adjudicated by the Arbitrator(s) under Section 17



of the Arbitration & Conciliation Act.

14. The Petitioner is directed to initiate proceedings for appointment of Arbitrator(s) within 10 days from today.

15. It is needless to state that the parties can always explore the possibility of amicably settlement in the meantime.

16. With these observations, the petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 30, 2026

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