

Com.O.S.305/2026

Authorized representative of the plaintiff and counsel present.

Heard the learned counsel for the plaintiff.

Suit is for permanent injunction restraining the defendant from making use of the confidential information and the information of the plaintiff company that was erstwhile disclose to defendant No.2 in his position as Head of Operations – Astrology at CTC during the employment with the plaintiff. Along with the suit the plaintiff is also seeking ad-interim temporary injunctive reliefs to restrain the defendants from making use of the information and also restrain them from operating the website Divyachadhava.com. In the light of the urgent reliefs being sought I deem it proper to dispense undergoing mandatory requirement of PIM following the guidelines of the Apex Court in Patel Automation case and Danbad Fuels case.

Accordingly, **IA.1 stands allowed.**

The plaintiff is also seeking ad-interim relief by way of temporary injunction restraining defendants 1 and 2 from using the confidential information in any manner and also operating their website

divyachadhava.com by making use of that information. The averments of the plaint supported with the documents more particularly the document Nos.13, 17, 18 to 23, 25 & 26 would indicate that the defendant No.2 who was earlier appointed as Head of Operations – Astrology with the plaintiff was shared with the confidential and sensitive information as narrated in para 22 of the plaint. Upon defendant No.2 being relieved from the services of the plaintiff on 07.12.2023, in the year 2025 he has started operating a website divyachadhava.com making use of the same information that was disclose to him while he was under employment with the plaintiff. The offer letter given to defendant No.2 comes with a non compete agreement which specifically bars any employee from making use of the information belonging to the plaintiff being shared with them or made known to them in any manner with any other competitor in detrimental to the interest of the plaintiff. Defendant No.2 has duly executed the same. The WhatsApp communications sent by the defendant No.2 would clearly indicate that defendant No.2 has acted in breach of the non compete agreement. In fact the learned

counsel for the plaintiff has taken the court to one of the message where the defendant No.2 seen expressing regret for having shared the information. Prior to filing this suit 2 legal notices are sent to the defendant No.2 to which a vague reply is sent by defendant No.2.

Considering the above circumstances, the pleading on record and also referring to the decisions cited by the learned counsel for plaintiff reported in **2012 SCC Online Kar 9199, 2015 SCC Online Cal 23, 2003 (3) MHLJ 695, 1987 SCC Online Del 236 and (1995) 5 SCC 545** I am of considered opinion that prima facie case is made out for grant of ad-interim temporary injunction without notice to defendant as issuance of notice would only defeat and delay the very purpose of the suit. Hence, the following:

ORDER

By way of ad-interim temporary injunction the defendants, its affiliates, subsidiaries and all coming under or acting through them are hereby restrained from in any manner using, disseminating, transferring, publishing, transmitting, distributing, reproducing, adapting, copying, storing, selling or offering to sell or disclosing the whole or any part

of the confidential and proprietary information including but not limited to software codes, vendor and client lists, astrologer databases and operational manuals that are owned and operated by the plaintiff company, obtained in any manner, directly or indirectly, from the plaintiff.

By way of ad-interim temporary injunction the defendants, its affiliates, subsidiaries and all coming under or acting through them are hereby restrained from in any manner from using and operating the website <https://divyachadhava.com/>; in any manner, directly or indirectly, until the final disposal of the suit.

The order of ad-interim TI shall remain in force till appearance of defendants 1 & 2.

Plaintiff shall comply with mandatory requirement of Order 39 R 3A CPC.

Upon producing compliance Order 39 R 3A, office shall issue notice of ad-interim TI, notice of IA Nos.2 & 3 and suit summons to defendants 1 & 2 through speed post, if needful is done.

Returnable by 06.03.2026.

Sd/-
LXXXV A.C.C. & S.J.,
Bengaluru.