

Present: Smt. Suparna Ray (JO Code:WB00711)
Judge, Commercial Court at Alipore
T.S.(Com) 10 of 2025
CNR No. WBSP18-000090-2025

Order No.02

Date:17.06.2025

In the matter of:

Suit for declaration,
permanent injunction and
for damages valued at Rs.
1,50,00,00,000/-.

AND

In the matter of:

Jupiter Electric Mobility
Private Limited.

Vs.

Jyoti Solutions Works &
Anr.

Appearance for the plaintiff/petitioner:

Mr. Abhrajit Mitra

...Ld. Sr. Advocate

Mr. Suvasis Sengupta

Mr. Soham Sen

Mr. Snehashis Sen

Mr. Ayan Sarkar

Mr. Aritraa Dhar

....Ld. Advocates

Order

Today the matter is taken on board on the strength of a petition as filed by the plaintiff intending to *ex parte* move the applications being I.A. no. 01 of 2025 and I.A. no. 02 of 2025.

Office notes no caveat.

At this stage, Mr. Mitra, Ld. Sr. Counsel moves the aforesaid applications.

I.A. no. 01 of 2025 has been filed by the plaintiff under Section 12A of the Commercial Courts Act, 2015 (in short CCA) praying for leave to evade the pre-litigation mediation which is a mandatory limb to institute a suit before a Commercial Court alike this Court and I.A. no. 02 of 2025 has been filed under Order XXXIX Rule 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as the "Code").

As per the petitioner, urgency as pleaded in the instant application as well as in the plaint pertaining to the instant suit is interlinked to each other, therefore, it will be convenient to relegate the aforesaid two applications to be heard. As such, this Court peruses the averments enumerated in the plaint as well as in the injunction application and opines to consider the same conjointly.

Petitioner herein being a subsidiary of Jupiter Wagons Limited is engaged in the business of development, manufacture, supply, distribution and sale of commercial electric vehicles in various segments and other electrical instruments in India and abroad.

The respondent no. 1 is primarily engaged in the business of Sheet Metal stamping & Welded Sub-Assemblies manufacturing and the respondent no. 2 is engaged in the business of research and development of electric vehicles and the manufacture, supply, distribution and sale of tooling used in the production of electronic vehicles.

The petitioner has assumed the jurisdiction of this Court as the registered office of its is situated within the jurisdiction of this Court.

Facts of the instant case is as follows:

The petitioner and the respondent no. 2 entered into an IP Licensing, Tooling Supply and Services Agreement on 13th May, 2022 (hereinafter referred to as the “said agreement”) with an intention that the respondent no. 2 will provide license its intellectual property rights related to the product, transfer the technology, sale its related tooling and give services to the petitioner, so that the petitioner can mass produce the product and sell it in the open market, based on the certain terms as enumerated in the said agreement.

On the basis of the aforesaid agreement, the respondent no. 2 has granted license and assigned the intellectual property of the respondent no. 2 to the petitioner on an exclusive basis, which can be used and exploited by the petitioner for production and manufacture of the products. The said license agreement shall be in force, unless terminated as per Clause 16 therein, till such time, the petitioner exercises its early buy out option or makes payment of the royalty for the first 10,000 vehicles. The list of the intellectual property of the respondent no. 2 in connection with the development and manufacturing of up to 1.5-ton payload E-SCV are required to be mentioned hereunder:

- (i) Design data of cabin, chassis, load body.
- (ii) Drawings of cabin, chassis, load body.
- (iii) Special features documents like front axle wheel drive.
- (iv) Supply chain data.
- (v) Process engineering documentation.
- (vi) ARAI homologation on the company's name
- (vii) Power train design.
- (viii) Circuit and VCU S/W program.
- (ix) Any IPR and/or Xavion IP, including improvements that may be required by JEM for manufacture of the product(s), or the new product(s).
- (x) Any variation or change document to any of the above matters prepared by Xavion from time to time.

As per the petitioner, after the execution of the aforesaid agreement, the petitioner set up its manufacturing unit/semi-automatic integrated plant at Indore and Bangaluru. The petitioner also engaged its skilled and efficient engineers, labourers and the commercial production of the said product commenced in March, 2025. More so, the petitioner has already obtained the ARAI homologation, accreditation and certification and after obtaining all the statutory licenses, the petitioner launched its products in the market. Not only above, as per the petitioner, in a short span of time, the petitioner has already engaged distributors in the market for the sale and supply of the products and has also attended various trade fairs for the advertisement and promotion of its goods and/or products.

It is also urged by the petitioner that the petitioner has already incurred the capital expenditures in excess of Rs. 130 crore and has taken huge loans from the banks and Non-Banking Financial Corporations. In the said manufacturing unit, the petitioner has engaged over 150 officials, technical as well as non-technical to develop and manufacture the said product. The petitioner has already sold 28 numbers of EV vehicles in the market and there is an existing MoU for sale of 30 vehicles. In addition to the same, the petitioner has already received orders for approximately 50 such vehicles as well.

Based on the aforesaid business perspective, the petitioner has already received huge number of orders from the prospective customers through the distributors and dealers. The petitioner has earned substantial goodwill and reputation in the market and the products of the petitioner have become very popular in the commercial market of automobiles.

And, as per the terms and conditions of the said agreement, the petitioner has paid a sum of approximately Rs. 12 crores to the respondent no. 2 towards proto development, dies, welding guns and fixtures and there was no dispute regarding the execution of the agreement executed by and between the petitioner and the respondent no. 2.

As such, in accordance with the petitioner, the petitioner is continuing with its manufacturing activities under the said agreement without any hindrance whatsoever.

The dispute for which the petitioner has hurriedly come before this Court arose in the month of July, 2024, when the petitioner received a letter dated 23rd July, 2024 from the Advocate of the respondent no. 1 whereby the respondent no. 1 claimed the ownership over all the assets of the respondent no. 2 with intellectual property rights and purportedly claimed that a sum of Rs. 616.44 lakhs were due and payable by the respondent no. 2 to the respondent no. 1. It was further stated by the respondent no. 1 that the respondent no. 1 requested ARAI to cancel all homologation certificate of the respondent no. 2 as the same belonged to the respondent no. 1. And, based on such fact, the respondent no. 1 requested the petitioner to stop all activities of manufacturing and selling of the products as the intellectual property rights belongs to the respondent no. 1 and advised not to transact with the respondent no. 2.

The petitioner had duly replied to such letter of the respondent no. 1 by a letter dated 7th August, 2024, wherein the petitioner disputed the purported claim of the respondent no. 1 regarding the ownership of the intellectual properties of the respondent no. 2. Rather, the petitioner had clearly intimated that the respondent no. 2 is the owner of the intellectual property by virtue of the said agreement and as such, the petitioner has the legal right to use and exploit the intellectual property rights of the respondent no. 2 and can manufacture, produce and sale the electric vehicles.

On being enquired by the petitioner it was revealed to the petitioner that on behalf of the respondent no. 2, the director of the respondent no. 2 namely, Mr. Devendra Chandrakant Chitale and Mr. Akash Avinash Belgamwarhad already replied to the Advocate of the respondent no. 1 and disputed the claims of the respondent no. 1. In support of this, the petitioner has relied on the copy of the of the reply dated 12th August, 2024 issued on behalf of the directors of the respondent no. 2.

As such, it is stated by the petitioner that the respondent no. 1 has no right or interest, whatsoever in the intellectual property rights of the respondent no. 2 and the petitioner has no privity of any kind or nature or character with the respondent no. 1.

Thereafter, the petitioner received a letter dated 29th May 2025 from the Commissioner of Police, Crime-1, Pimpri-Chinchwad Police Commissionerate bearing the reference of a letter dated 24th May 2025, purportedly bearing reference number ACP Crime- 1 / PCPC / 100 / 2025 wherein it was stated that one Nithianand K Thevar, director of the respondent no. 1 had filed a complaint of financial fraud allegedly against one Avinash Belgamwar and Akash Belgamwar, being directors of the respondent no. 2 and that the matter was being investigated. The letter further stated that it was mentioned in the complaint filed that the said Avinash Belgamwar and Akash Belgamwar, alleged directors of the respondent no. 2 had manufactured a vehicle in partnership with the petitioner using intellectual property under the alleged ownership of the complainant.

So, the managing director of the petitioner had been asked to remain present for enquiry and recording of statement at the Police Commissionerate Pimpri - Chinchwad, Premlok Park, Chinchwad, Pune - 411 033 along with the documents and the agreement entered into with the respondent no. 2 on 26th May 2025 at 11:00 AM.

Petitioner had responded the said letter dated 29th May 2025 by way of a letter dated 29th May 2025 and further received a response to that effect from the Senior Police Inspector, EOW Crime, Pimpri Chinchwad Police Commissionerate, being a letter dated 30th May 2025 received on the same date itself, acknowledging the receipt of the petitioner's reply letter and stating that the complaint application mentions serious instances of alleged financial fraud and therefore, the managing director of the petitioner was directed to remain present at the office of the said Senior Police Inspector at the Economic Wing, Crime Branch, Police Commissionerate Pimpri - Chinchwad, Premlok Park, Chinchwad, Pune - 411 033 at 11:00 AM on 1st June 2025. Petitioner further responded to that letter by way of an email dated 31st May, 2025.

It has also been alleged by the petitioner that on or about 12th June, 2025 the petitioner has become aware that the respondent no. 1 has started reaching out to the customers and suppliers of the petitioner and is asking them not to

deal with the petitioner on the ground of the petitioner having purportedly infringed the rights of the respondent no. 1 with respect to the product. The respondent no. 1 has also approached the dealers of the products of the petitioner and is illegally and wrongfully claiming to hold rights over the intellectual property of the respondent no. 2. The dealers of the petitioner as a result of false intimidations made for and on behalf of the respondent no. 1 are refusing to deal in the vehicle manufactured by the petitioner. The petitioner's customers are also hesitant in purchasing the product/vehicle of the petitioner. As a consequence of the said illegal and wrongful actions of the respondent no. 1, the petitioner has and continues to suffer loss of business and of reputation.

Therefore, the case of the petitioner is that the respondent no. 1 has no right, title or interest to or in respect of any intellectual property rights owned by the respondent no. 2 inasmuch as the respondent no. 2 exclusively licensed all rights pertaining to its intellectual property in favour of the petitioner. The respondent no. 1 has and is continuing to create a cloud over the rights and interests of the petitioner over and in respect of the said intellectual property. The respondent no. 1 is wrongfully and illegally holding out and claiming alleged rights in respect of the intellectual properties of the respondent no. 2, who is the owner thereof and under whom, the petitioner is the exclusive licensee for exclusive use and exploitation of the same under the said agreement dated 13th May, 2022. Not only that, the respondent no. 1 is also obstructing and/or is interested to obstruct and invading and/or threatening to invade with the petitioner's valuable rights and enjoyment of the intellectual properties of the respondent no. 2 by virtue of the agreement dated 13th May, 2022 and interest associated thereof including petitioner's right to manufacture, market and sell the vehicle/product and the invasion is such that the compensation in money would not afford adequate relief. There is also no standard for ascertaining the damages caused or likely to be caused by such invasion.

Relying on the aforesaid case of the petitioner, Ld. Sr. Counsel, Mr. Mitra has submitted before this Cour that the case of the petitioner is that the petitioner is the exclusive licensee under the respondent no. 2 and on the basis of the said agreement, the petitioner is manufacturing and selling the EV vehicles based on the intellectual properties of the respondent no. 2. The respondent no. 2 has already cleared that the respondent no. 1 has no right, title and interest in connection with the intellectual property rights of the respondent no. 2.

The agreement between the petitioner and the respondent no. 2 is still in existence and therefore, the respondent no. 1 has no right to interfere with the business of the petitioner and/or with the agreement between the petitioner and the respondent no. 2. Rather, the purported act of the respondent no. 1 is completely wrongful and illegal as the respondent no. 1 is trying to induce the petitioner to break and/or cancel and/or terminate the agreement with the respondent no. 2 without any legal rights and/or justifications. And, based on that the petitioner is entitled for relief as prayed for in the aforesaid applications.

Mr. Mitra has further submitted that the criminal proceedings which have been initiated on behalf of the respondent no. 1 with respect to the sole and exclusive rights licensed to the petitioner and the actions of the respondent no. 1 is already having a negative effect on the business of the petitioner. Besides that, the respondent no. 1 is reaching out to the suppliers and dealers of the petitioner, which is affecting the business of the petitioner, and the sale of the product is also being affected, the customers of the petitioner being hesitant to purchase the product of the petitioner. If the respondent is allowed to continue to threaten the rights of the petitioner under the said agreement, it shall prevent the petitioner from manufacturing the said product altogether, and this would irreparably affect the business of the petitioner. The entire business of the petitioner would come to a standstill and the petitioner shall suffer irreparable loss and injury. In the event that the respondent no. 2 is successful in its efforts to prevent the petitioner from exercising its rights under the said agreement in any manner, it would render infructuous any decree which the petitioner is likely to secure in its favour.

Mr. Mitra has submitted that the instant case is pertaining to Tort procuring a breach of contract as regards he has referred to the Nineteenth Edition of Clerk & Lindsell on Torts.

As such, Mr. Mitra has prayed for leave under Section 12A of the Commercial Courts Act, 2015 and an *ex parte ad interim* order in respect of prayers as enumerated in the I.A. No. 02 of 2025.

On perusal of the aforesaid applications it appears that the petitioner by way of the said agreement acquired the intellectual property rights related to the product, transfer the technology, sale its related tooling from the respondent/defendant no. 2 in respect of production of “Jupiter Tez”. It is further appeared that the plaintiff got registration on 29.05.2024 from The Automotive

Research Association of India (ARAI). By the strength of the aforesaid, plaintiff/petitioner set up its manufacturing unit/semi-automatic integrated plant at Indore and Bangaluru, engaged its skilled and efficient engineers, labourers and the commercial production of the said product commenced in March, 2025. More so, the petitioner has already obtained the ARAI homologation, accreditation and certification and after obtaining all the statutory licenses, the petitioner launched its products in the market. In spite of that, the petitioner/plaintiff had incurred the capital expenditures in excess of Rs. 130 crore and had taken huge loans from the banks and Non-Banking Financial Corporations. The petitioner had already sold 28 numbers of EV vehicles in the market and there is an existing MoU for sale of 30 vehicles. In addition to the same, the petitioner has already received orders for approximately 50 such vehicles. Therefore, it is to be stated that the plaintiff is carrying on its business in full-fledged.

Objection and/or contention of the respondent/defendant no. 1 had tendered by way of its Advocate letter dated 23.07.2024 to both the petitioner and the defendant no. 2. The plaintiff had replied to that being the letter dated 07.08.2024. Not only the plaintiff but the defendant no. 2 had also replied the same by its letter dated 12.08.2024 denying all the contentions as enumerated in the letter dated 23.07.2024.

Therefore, it is to be stated that if any action needs to be taken by the defendant no. 1 against the defendant no. 2, the said defendant no.1 has such liberty in due process of law. But, for that, the right of the petitioner which has been enshrined by way of registration on 29.05.2024 from ARAI may not be jeopardized with a view to rigor of the letter dated 23.07.2024.

So, in view of that, this Court admits the urgency as pleaded in the plaint. As such the I.A. no. 01 of 2025 is hereby **disposed of** granting leave to the plaintiff/petitioner under Section 12A of the CCA.

In respect of I.A. no. 01 of 2025, relying on the aforesaid, this Court further relies on the Clerk & Lindsell on Torts particularly the Procuring a Breach of Contract, wherein it is stated that “*Where the claimant claims as interim (“interlocutory”) injunction against the continuance or threat of the tort under discussion, he must persuade the court to exercise its discretion in his favour (and even in interlocutory proceedings, where the evidence is likely to be on affidavit and unsatisfactory, that normally means the discretion of the judge not of the*

appellate court). To do so he must, under the ordinary principles applicable to such cases, show that the damage which he is likely to suffer is such that the balance of convenience favours the granting of the remedy.”

Therefore, considering the aforesaid, this Court seems that the plaintiff/petitioner has made out a *prima facie* case tilting the balance of convenience and inconvenience in its favour to get an ex parte ad interim order of injunction.

Hence, an ex parte ad interim order of injunction is hereby granted in favour of the petitioner restraining the respondent no. 1, its men, agents, servants, representatives, assigns and all persons claiming through or under it, from in any manner interfering with or obstructing the business operations of the petitioner and/or disturbing the subsisting agreement between the petitioner and the respondent no. 2 relating to the manufacture, production and supply of “Jupiter Tez” products and from claiming, asserting or representing any right, title or interest in respect of the intellectual property belonging to the respondent no. 2 in any manner whatsoever till the next date as fixed hereunder.

The plaintiff/petitioner is directed to serve the copy of this order upon the defendants/respondents at once and file the affidavit on service to that effect within 48 hours.

To date i.e. on 27.08.2025 at 10:30 a.m. for filing requisits by the plaintiff.

Parties to act on the basis of the downloaded copy of this Order.

Dictated and corrected by me

Sd/-

Judge, Commercial Court at Alipore,
For South 24 Parganas, Purba Midnapore,
Paschim Midnapore & Jhargram

Sd/-

Judge, Commercial Court at Alipore,
For South 24 Parganas, Purba Midnapore,
Paschim Midnapore & Jhargram