

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.5690 OF 2026
IN
SUIT (L) NO.5690 OF 2026

Vertiv Energy Private Limited .. Applicant
IN THE MATTER BETWEEN:
Vertiv Energy Private Limited .. Plaintiff
Versus
Sandeep Sitaram Ambre .. Defendant

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- Mr. Karl Tamboly a/w. Ryan D'souza, Mr. Sourabh Arora, Mr. Vikrant Singh Negi and Mr. Pratik Thakkar, Advocates i/by DSK Legal for Applicant / Plaintiff.
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CORAM : MILIND N. JADHAV, J.

DATE : APRIL 02, 2026

P.C.:

- 1.** Not on Board. Mentioned by way of filing praecipe dated 02.04.2026. Perused the praecipe.
- 2.** Heard Mr. Tamboly, learned Advocate for Applicant / Plaintiff. .
- 3.** Suit is filed for recovery of siphoned amount, damages and compensation. Plaintiff is a Company. Defendant was its erstwhile employee and incharge in the Human Resources Development Department. As part of work handled by Defendant, he was required to communicate with the Pay and Accounts Department of the Plaintiff – Company and apprise them about release of amounts due and payable to the employees of the Plaintiff – Company on their

retirement / relieving of their duties from the office.

4. Mr. Tamboly has taken me through the facts pleaded in the suit plaint and argued that Defendant over a period of time raised fictitious bills and letters and in the name of several employees and forwarded them to the Pay and Accounts Department requiring the Company to deposit the proceeds of such employees in the Bank Account belonging to the Defendant. He would submit that over a period of time, an amount of more than Rs.8 Crores were siphoned off by Defendant in this manner in his Bank Account and the said fraud was noticed on audit having been undertaken. Criminal action has already been invoked against Defendant by Plaintiff.

5. In the interregnum, Defendant has given confession letters to Plaintiff which are appended at page Nos.239 and 248 dated 01.12.2025 and 11.12.2025 respectively of he having admitted to his actions. Ironically Defendant has also repaid back Rs.2.13 Crores to the Plaintiff out of the said siphoned amounts. In the confession letters which have been given by Defendant to Plaintiff, he has stated that the remaining amount has been invested by him in Bank Accounts and Real Estate which is evident on reading of the said letters.

6. In that view of the matter, Plaintiff has approached this Court with Interim Application seeking interim reliefs of disclosure as also injunction.

7. *Prima facie* on the basis of the aforesaid facts which are seen from the record, an arguable case has been clearly made out by Mr. Tamboly for passing urgent directions in terms of Interim Application which has been filed.

8. Needless to state that it shall be open to Defendant to justify his stance and case before the Court.

9. The Court expects the Defendant to file appropriate Affidavit-in-Reply in that regard.

10. Prayer clause (a) seeks disclosure and prayer clause (c) seeks injunction of the Interim Application.

11. Both prayers are *prima facie* legitimate in the facts of the case at this stage.

12. Hence, there shall be ad-interim relief in terms of prayer clauses (a) and (c) which read thus:-

- a. That pending the hearing and final disposal of the present Suit, the Defendant be ordered to disclose on oath all the assets and/or properties acquired by the Defendant from 2021 till date, together with complete particulars, including the location, valuation of each and every asset and/or property, whether moveable or not, as also the details of all such assets, bank deposits, investments and accounts held by the Defendant singly or jointly (with any other person or entity), the details of all transactions entered into by the Defendant, including assets and cash transfers in the last five years and amounts received by the Defendant subsequent to the Termination Letter dated December 1, 2025 and to produce bank statements for all of his bank accounts and income tax returns for the last five years;*
- c. That pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to grant an injunction restraining*

the Defendant, his servants, agents, representatives or any person claiming through or under him from selling, transferring, alienating, encumbering, creating third-party rights in, or otherwise dealing with his movable and/or immovable properties, as more particularly described in Exhibits J and N to the Plaint."

13. Defendant is directed by this Court to disclose the investments of balance amount made by him in the Bank Accounts and Real Estate Transactions as also there shall be an ad-interim injunction on Defendant not to create any further third party rights in respect of the said amounts invested or said Real Estate investments made which have been made by using the siphoned amount from the Plaintiff – Company.

14. Issue notice to Defendant.

15. Humdast permitted. In addition to Court's notice, Applicant / Plaintiff is directed to serve the Defendant a copy of this order and Suit and Interim Application and inform about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof.

16. Stand over to **15th April 2026**.

17. Praecipe is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

Digitally signed
by HARSHADA
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2026.04.02
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