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DSK Legal Knowledge Center

Updates on

- **Miscellaneous Update**

MISCELLANEOUS UPDATE

Bombay Dyeing & Mfg. Co. Ltd. v/s. Mehar Karan Singh¹

The High Court of Bombay on January 30, 2009 passed an order in favour of Bombay Dyeing & Mfg. Co. Ltd (“**Plaintiff**”) in the matter concerning the alleged breach by Mr. Mehar Karan Singh (“**Defendant**”) of the conditions of service and the Wadia Group Companies’ code of conduct.

The facts as captured in the order reveal that the Defendant had entered into an employment agreement with the Plaintiff, wherein the Defendant had unequivocally agreed not to divulge or disclose to any person the confidential information and knowledge obtained by him

during his employment, including information pertaining to the business and affairs of the Plaintiff, trade secrets, list of the Plaintiff’s customers, suppliers etc., even after he ceases to be in the service of the Plaintiff. The Defendant was no more in the service of the Plaintiff.

The Hon’ble Judge, A.V. Nirgude, J. declined to accept the Defendant’s contention that the Defendant was not aware of the Plaintiff’s confidential information etc., as there was strong reason to believe that the Defendant had, being the senior officer of the Plaintiff having had opportunities to attend the board meetings etc. and to have access to the records of the Plaintiff, acquired information, knowledge etc. of the confidential nature of the Plaintiff. Further, there was no reason why the Defendant should not abide by the above mentioned restriction after his service with the Plaintiff came to an end.

¹ Notice of motion no.4248 of 2008 in suit no. 3313 of 2008 before the High Court of Judicature at Bombay ordinary original civil jurisdiction and sjs/J9nm4248.8

The Hon'ble Court directed the Defendant to abide by the covenants of the employment agreement as entered into by the Defendant for a period of eighteen months from January 30, 2009 or till the disposal of the motion, whichever occurred earlier. The limitation of the period of eighteen months was given with regard to the fact that the information, knowledge etc. acquired by the Defendant during the course of his employment had limited relevance.

For more information please refer to

<http://bombayhighcourt.nic.in/data/original/2009/2NMS424808300109.pdf>

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