

MPBALEKAR

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

ARBITRATION PETITION (L) NO. 10726 OF 2026

**The Packshot (India) Private Limited,**

A company incorporated under the  
provisions of the Companies Act, 2013  
having its registered office at  
Flat No.7, Pushpa Varkha CHS Ltd.,  
97, S.V. Road, Khar West,  
Mumbai 400 052, through its  
Authorised Representative

... **Petitioner**

**Vs.**

**Trent Limited,**

a company incorporated under the  
provisions of the Companies Act, 2013  
having its registered office at Bombay  
House, 24, Homi Mody Street,  
Mumbai 400 001, through its  
Authorised Representative

... **Respondent**

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Mr. Siddharth Jha a/w Hetan Jain i/by Law Global for  
the petitioner.

Mr. Karl Tamboly a/w Zahan Setalvad i/by Jerone  
Merchant and Partners for the respondent.

**CORAM : AMIT BORKAR, J.**

**RESERVED ON : JUNE 25, 2026.**

**PRONOUNCED ON : JULY, 07 2026**

**JUDGMENT:**

1. By the present arbitration petition under Section 9 of the Arbitration and Conciliation Act, 1996, the petitioner is seeking interim protection in favour of the Petitioner so that the arbitration proceedings are not rendered ineffective and the Petitioner's contractual rights remain protected pending adjudication by the Arbitral Tribunal.

2. The facts and circumstances giving rise to the present petition are as under;

3. The Petitioner is a company registered under the Companies Act, 2013. According to the Petitioner, it is doing business of specialised photography services, creative content development and integrated e commerce solutions. It is stated that the Petitioner has been giving these services to different companies of Tata Group retail business for many years. During this period, it has developed its own specialised systems, confidential working methods, technical knowledge and trained employees for carrying out this work. The Respondent, Trent Limited, is a company which runs and manages retail stores across India dealing in garments, household goods, books and other retail products.

4. The Petitioner has filed the present Petition under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim protection before commencement of arbitration proceedings. According to the Petitioner, disputes have arisen out of the contractual relationship between the parties. The Petitioner seeks interim reliefs to protect the subject matter of arbitration, preserve

its confidential business information, safeguard its proprietary rights and stop the Respondent from continuing the acts which, according to the Petitioner, are in breach of the contractual obligations.

5. The Petitioner states that the business relationship between the parties has continued for several years. At first, the parties entered into a Service Agreement dated 24 August 2015, which has been described as the Master Agreement. Later, another Service Agreement dated 21 May 2021 was executed between them. According to the Petitioner, these two agreements together governed the relationship between the parties and contained their rights, duties and restrictions. The Petitioner has mainly relied upon the Service Agreement dated 21 May 2021. According to the Petitioner, this agreement contained specific clauses to protect its confidential information, proprietary business methods and trained employees. The agreement also contained clauses restricting both parties from directly or indirectly approaching or employing the employees engaged by the other party during the contract period and for a specified period after it ended. According to the Petitioner, these restrictions were included to protect its specialised business model and to ensure that the Respondent did not get any unfair commercial advantage by engaging the Petitioner's employees.

6. The Petitioner further states that the Service Agreement also contains an arbitration clause. According to this clause, all disputes arising out of or connected with the agreement are required to be referred to arbitration. The parties also agreed that the arbitration

would take place at Mumbai and that the Courts at Mumbai would have jurisdiction in relation to the arbitration proceedings. On the basis of this arbitration clause, the present Petition under Section 9 has been filed. According to the Petitioner, the Service Agreement also includes the Tata Code of Conduct. Under the agreement, if the Petitioner came to know about any unethical conduct or violation of the Code by persons connected with the Respondent, it was required to report the same to the Respondent's Ethics Office or other authorised authority. At the same time, the Respondent was required to keep such disclosures completely confidential. The Petitioner says that this obligation was an important part of the agreement between the parties. The Petitioner has also relied upon the clauses relating to confidentiality, intellectual property and continuation of contractual obligations. According to the Petitioner, these clauses were agreed to continue even after the agreement expired or was terminated. Therefore, according to the Petitioner, the obligations regarding confidentiality and protection of proprietary information do not come to an end merely because the agreement has ended.

7. The Petitioner states that when the Service Agreement dated 21 May 2021 was executed, it was signed on behalf of the Petitioner by Ms. Sapna Sisodia, who was then working as the Managing Director of the company. According to the Petitioner, she was holding a position of trust and had full knowledge of the Petitioner's business operations, commercial plans, customer requirements, confidential information and internal management system. The Petitioner further states that Ms. Sapna Sisodia had been appointed

as Managing Director under an Employment Agreement dated 14 April 2021. According to the terms of her employment, she could not accept any directorship or employment in another company without prior written permission from the Petitioner's Board of Directors. The Petitioner says that these conditions were imposed because of the sensitive position held by her and because she had access to confidential information of the company. According to the Petitioner, while she was still in service, Ms. Sapna Sisodia acted against her contractual obligations and fiduciary duties. It is alleged that she started taking steps which were not in the interest of the Petitioner and which ultimately resulted in diversion of the Petitioner's business opportunities and commercial information. According to the Petitioner, such conduct was in breach of her employment obligations as well as the contractual arrangement between the parties.

8. The Petitioner alleges that during the period when the contract between the parties was still in force, a company named Yoshi Agency Private Limited was incorporated on 4 March 2022. Thereafter, Ms. Sapna Sisodia became its Director. According to the Petitioner, this assumes importance because Yoshi Agency thereafter started receiving assignments from the Respondent which, according to the Petitioner, otherwise belonged to or were expected to be given to the Petitioner. The Petitioner says these events show a continuous course of diversion of business. It is the Petitioner's case that the Respondent knowingly engaged Yoshi Agency even though the Service Agreement contained contractual restrictions. According to the Petitioner, the Respondent was fully aware of the clauses

relating to non solicitation, confidentiality and protection of the Petitioner's business interests. In spite of this, it engaged persons who were closely connected with the Petitioner's former management. According to the Petitioner, this amounted to a deliberate breach of the contractual obligations undertaken by the Respondent.

9. The Petitioner further alleges that because of the Respondent's dealings with Yoshi Agency, valuable business opportunities, confidential information, specialised working methods and trained employees of the Petitioner were used for the benefit of another company. According to the Petitioner, the Respondent thereby gained an unfair commercial advantage and at the same time caused serious financial loss and damage to the Petitioner's reputation. The Petitioner says these acts have given rise to the disputes which are proposed to be referred to arbitration and therefore urgent interim protection from this Court is necessary. According to the Petitioner, after noticing these developments, it repeatedly raised its grievances before the Respondent. Complaints were made to the Respondent's Ethics Office alleging diversion of business, misuse of confidential information and misconduct by persons associated with the Respondent. The Petitioner states that despite these complaints, the Respondent did not take any proper corrective steps and continued with the conduct complained of by the Petitioner. Thereafter, legal notices were exchanged between the parties. The Petitioner then invoked the arbitration agreement and thereafter filed the present Petition under Section 9 of the Arbitration and Conciliation Act seeking interim measures.

**10.** Mr. Jha, the learned Advocate appearing for the Petitioner, submitted that the Petitioner's case is of a limited nature. According to him, the grievance of the Petitioner is that during the period when the Service Agreement was in force and also during the agreed non solicitation period, the Respondent could not use another vendor as a medium to obtain services of the Petitioner's protected employees or make use of the Petitioner's confidential information, proprietary material, business processes, work methods and commercial information. He submitted that the interim reliefs presently sought are only for preservation of records and controlled disclosure of relevant documents. According to him, such reliefs are specifically contemplated under Section 9 of the Arbitration and Conciliation Act, which empowers the Court to pass interim orders for preservation, protection, custody, inspection and securing of material evidence relevant for arbitration. He submitted that the Petitioner is not asking this Court to finally decide whether there has been any breach. The only request is that the records necessary for proper adjudication before the Arbitral Tribunal should be preserved and produced in a controlled manner.

**11.** The learned counsel further submitted that the Respondent's own Reply contains serious inconsistencies. He pointed out that, on one hand, the Respondent has stated that it did not engage Yoshi Agency Private Limited during the twelve months period after expiry of the Service Agreement with the Petitioner and that Yoshi was engaged only under a Service Agreement executed in December 2024. However, according to him, the same Reply also admits that the first Service Agreement between the Respondent

and Yoshi was executed on 15 June 2022. According to the learned counsel, this is not a minor inconsistency. He submitted that the admitted agreement dated 15 June 2022 was executed when the Service Agreement between the parties was still in force, which continued till 31 March 2023. Therefore, according to him, the Respondent cannot at the same time contend that the engagement of Yoshi was outside the contractual period while relying upon its own agreement executed in June 2022. He further submitted that this inconsistency becomes more significant because the audited financial statements of Yoshi show trade receivables from the Respondent as on 31 March 2023. According to him, if there were no commercial dealings between the Respondent and Yoshi during the relevant period, there is no proper explanation for such trade receivables appearing in the books of Yoshi.

**12.** The learned counsel thereafter pointed out several inaccuracies, contradictions and inconsistencies in the Reply filed by the Respondent. He submitted that although the Respondent has taken a stand that it did not engage Yoshi until after expiry of the twelve months period and has referred to a December 2024 agreement, the Respondent itself has relied upon Exhibit C, which records that the first Service Agreement with Yoshi was executed on 15 June 2022. According to him, the Respondent's own pleadings therefore establish that Yoshi was engaged during the subsistence of the Service Agreement between the parties. He submitted that this itself justifies preservation and production of all records relating to such engagement. The learned counsel further submitted that the Respondent has attempted to contend that the issue concerning

Yoshi falls outside the contractual period and therefore no breach can arise. According to him, this stand is contrary to the admitted agreement dated 15 June 2022, which was executed during the currency of the Service Agreement that remained in force till 31 March 2023. He submitted that the real question is whether the engagement of Yoshi involved the Petitioner's protected employees or confidential information, and that issue cannot be examined unless invoices, work orders, staffing records, emails, payment records and other relevant documents are disclosed.

**13.** He also submitted that the Respondent has denied diversion of Zudio work to Yoshi. According to him, however, the agreement executed with Yoshi itself relates to services of a similar nature, including e-commerce and campaign related work connected with the Respondent's business. He submitted that the Petitioner is therefore entitled to know who actually carried out the work, when such work was performed and whether the persons engaged were former employees of the Petitioner. The learned counsel further submitted that the Respondent has attempted to justify its conduct by stating that Yoshi was engaged as an independent vendor and therefore Clause 15.16 of the agreement has no application. According to him, this submission overlooks the language of Clause 15.16, which is not confined only to direct employment but also covers services obtained through a principal, agent, employee, independent contractor or by any other mode of engagement. He submitted that merely because services were obtained through a separate company does not answer the contractual issue. If protected employees were engaged through Yoshi, the matter

would require adjudication in arbitration.

**14.** The learned counsel further submitted that the Respondent has relied upon the fact that Ms. Sapna Sisodia became a Director of Yoshi only in December 2022. According to him, the date of her formal appointment as Director is not decisive because a person may be associated with a company as a promoter, consultant, beneficial owner, negotiator, operational controller or project manager even before being formally appointed as Director. He submitted that the Respondent is therefore required to disclose who negotiated, approved and executed the arrangement with Yoshi in June 2022. He further submitted that the Respondent has denied any knowledge of the disputes relating to the Petitioner's employees or the termination of Ms. Sapna Sisodia. However, according to him, the Respondent has itself referred to an assurance allegedly given that it would not engage the Petitioner's staff in order to maintain business relations. He submitted that if the Respondent had no knowledge regarding the Petitioner's employees, there was no occasion for giving such an assurance. According to him, this inconsistency itself makes production of the contemporaneous correspondence necessary.

**15.** The learned counsel also submitted that the Respondent has described the Petitioner's grievance as an afterthought. According to him, this stand is contrary to the Respondent's own Reply, which refers to communications addressed to the Tata Ethics Office in December 2022, January 2023 and April 2023 raising concerns regarding diversion of business and violation of Clause 15.16. He

submitted that these communications clearly show that the grievance was raised contemporaneously and that the subsequent invoice notice issued in March 2024 was only for recovery of outstanding dues and did not amount to abandonment of the earlier complaints. The learned counsel further submitted that the Respondent has denied the relevance of Yoshi's audited financial statements by contending that those financial statements belong to a third party. According to him, this submission is not satisfactory because the audited accounts themselves show trade receivables from the Respondent as on 31 March 2023. He submitted that such trade receivables arise only from services rendered, invoices raised or commercial dealings with a customer. According to him, the Respondent cannot deny knowledge of its own commercial dealings with Yoshi and must therefore produce the relevant invoices, purchase orders and payment records.

**16.** He further submitted that the Respondent has also contended that financial documents relating to its dealings with Yoshi are not material to the dispute. According to him, this stand cannot be accepted because the dispute directly concerns whether Yoshi was engaged during the relevant period and whether such engagement involved the Petitioner's protected employees or confidential information. He submitted that the financial and commercial records are necessary to identify the period of engagement, the nature of work, the value of work and the persons involved. The learned counsel further submitted that the trade receivables shown in Yoshi's audited balance sheet require a proper explanation. According to him, such trade receivables are not based on

assumptions but ordinarily represent amounts receivable from customers for services rendered or invoices raised. He submitted that the Respondent's answer that Yoshi is a separate legal entity does not meet the real issue. According to him, the relevant question is whether the Respondent had commercial transactions with Yoshi during the contractual or restricted period and whether those transactions involved use of the Petitioner's protected employees or confidential information.

**17.** He submitted that if the Respondent disputes the entry relating to trade receivables, then it must produce the underlying records including vendor onboarding documents, purchase orders, work orders, invoices, payment vouchers, ledger accounts, TDS records, GST records, approvals and correspondence. According to him, these documents will either support the Respondent's defence or establish the Petitioner's case. In either situation, preservation of those records is necessary. The learned counsel further submitted that the Respondent has repeatedly relied upon the non exclusive nature of the agreement. According to him, this does not answer the Petitioner's case. He clarified that the Petitioner has never contended that the Respondent could not appoint another vendor. The grievance is only that the Respondent could not use another vendor as a means to obtain services of persons protected under Clause 15.16 or to obtain and use the Petitioner's confidential information.

**18.** According to him, there is an important distinction between appointment of another independent vendor and procurement of

protected employees or confidential information through such vendor. He submitted that this issue cannot be decided without examining the documents which are presently in the possession of the Respondent. The learned counsel also relied upon Clause 15.18 of the Service Agreement dated 21 May 2021. According to him, the clause specifically provides that the obligations relating to confidentiality, intellectual property and other contractual provisions would continue even after expiry or termination of the agreement. Therefore, according to him, the Respondent continued to remain bound by those obligations even after the agreement had come to an end.

**19.** He further submitted that the reliefs presently sought are only preservative in nature. According to him, they neither stop the Respondent from carrying on its business nor amount to grant of final relief. They also do not determine liability. The only purpose is to ensure that the Arbitral Tribunal has access to the relevant documents and records and that such material is not lost, deleted or otherwise made unavailable before arbitration commences. According to the learned counsel, the reliefs sought are narrow in scope. They do not impose any blanket restriction upon the Respondent's business activities but are confined only to preservation of material necessary for proper adjudication of the disputes.

**20.** He further submitted that during the relevant period the Petitioner had addressed several communications to the Tata Ethics Committee raising concerns regarding the Respondent's conduct.

The Petitioner had also addressed communications directly to the Respondent. According to him, the first detailed reply on behalf of the Respondent was received only in the year 2025 through its Advocates. It is thereafter that the present Petition has been filed seeking preservation and controlled disclosure of relevant records. The learned counsel submitted that preservation of records is necessary to ensure that emails, metadata, commercial records and other evidence remain available for effective adjudication before the Arbitral Tribunal. According to him, there is a real possibility that with passage of time emails may be deleted, servers may be migrated, metadata may be lost, employees may change, shoot records may become unavailable, vendor systems may change and historical commercial transactions may become difficult to reconstruct. He therefore submitted that preservation of records is necessary even though the final determination of liability is to be made by the Arbitral Tribunal.

**21.** On the question of balance of convenience, the learned counsel submitted that an order directing preservation and controlled disclosure of documents would not cause any prejudice to the Respondent. According to him, if the Respondent's case is correct, the documents will support its defence. On the other hand, if the Petitioner's case is correct, the same documents will establish the alleged breach. In either event, preservation of records would facilitate a fair arbitral process. He lastly submitted that refusal of such relief would cause serious prejudice to the Petitioner because the material documents are not in its possession. According to him, the relevant records are available with the Respondent and partly

with Yoshi. Without such records, the Petitioner's contractual claims may not be capable of proper adjudication before the Arbitral Tribunal. He therefore prayed that appropriate disclosure directions be granted under Section 9 of the Arbitration and Conciliation Act.

**22.** Mr. Tamboly, learned Advocate appearing for the Respondent, submitted that according to the Petitioner itself, the alleged breach of the agreement took place in June 2022. However, the present Petition under Section 9 has been filed only in the year 2026. He therefore submitted that there is no urgency requiring grant of interim relief under Section 9 of the Arbitration and Conciliation Act. The learned counsel further submitted that under a Master Service Agreement dated 20 September 2019, the Respondent had engaged the Petitioner for carrying out photography work for one of its brands, namely Zudio, for the period from 1 April 2019 to 31 March 2020. According to him, the agreement was purely on a principal to principal basis as provided in Clause 5. He submitted that the agreement did not contain any clause giving exclusivity to the Petitioner or restricting the Respondent from engaging any other service provider. He further submitted that, according to the Petitioner's own case, Ms. Sapna Sisodia was appointed as the Managing Director of the Petitioner under an Employment Agreement dated 14 April 2021. Thereafter, the Service Agreement dated 21 May 2021, referred to as the Trent Agreement, was executed by Ms. Sapna Sisodia on behalf of the Petitioner. The agreement remained in force till 31 March 2023. According to him, Clause 2.2 of the agreement clearly provided that the services to be taken by the Respondent were on a non-exclusive basis and that the

Respondent was free to appoint one or more additional consultants or service providers whenever required. Therefore, according to him, the Petitioner had no right to object if the Respondent appointed any other service provider.

**23.** The learned counsel further submitted that, according to the Petitioner itself, the services of Ms. Sapna Sisodia were terminated on 18 May 2022 on the allegation that she had violated the terms of her employment by acting as an Executive Director of another company, namely Love and Share Sustainable Etailer Private Limited. He submitted that the terms of employment between the Petitioner and Ms. Sapna Sisodia were purely internal matters of the Petitioner and the Respondent had no concern or role in those issues. The learned counsel further submitted that since the Petitioner was not willing to provide services at the prevailing market rates, the Respondent was left with no option but to terminate the Trent Agreement. Accordingly, by letter dated 19 May 2022, the Respondent sought to terminate the agreement. However, after discussions between the management of both parties, it was mutually agreed that the proposed termination would be kept in abeyance till March 2023 so that an amicable solution could be explored. According to him, despite sincere efforts made by the Respondent, no settlement could be reached.

**24.** The learned counsel submitted that the Trent Agreement finally came to an end on 31 March 2023 by expiry of its contractual period. According to him, the twelve months period referred to in Clause 15.16 continued till 31 March 2024. He

submitted that although there was no contractual restriction preventing the Respondent from appointing any other consultant, the Respondent, only as a matter of goodwill and to maintain cordial business relations, did not engage Yoshi Agency Private Limited during the period up to 31 March 2024. According to him, the Respondent was under no legal obligation either during the currency of the agreement or thereafter to refrain from engaging Yoshi Agency or any other entity. The learned counsel further submitted that the present Petition is wholly misconceived and amounts to abuse of the process of the Court. According to him, the entire case of the Petitioner proceeds on the assumption that the Service Agreement dated 21 May 2021 was an exclusive agreement. He submitted that no such condition exists in the agreement. On the contrary, Clauses 2.2 and 12 clearly show that the agreement was on a non exclusive basis and that the Respondent was free to engage other consultants whenever required. According to him, there was therefore no prohibition against the Respondent entering into any agreement with Yoshi Agency Private Limited. He further submitted that the Respondent's engagement with Yoshi Agency is not hit by Clause 15.16 of the agreement. According to him, the said clause applies only to employees who were then in the employment of the Petitioner and merely prevents the Respondent from soliciting or engaging such existing employees. He submitted that the clause does not prohibit the Respondent from dealing with former employees or with companies established by former employees of the Petitioner. Since Ms. Sapna Sisodia had already been terminated by the Petitioner on 18 May 2022, she was no

longer an employee of the Petitioner and therefore Clause 15.16 had no application.

**25.** The learned counsel also submitted that the Respondent had engaged Yoshi Agency Private Limited, which is an independent legal entity. According to him, for this reason also Clause 15.16 is not attracted. He submitted that any disputes between the Petitioner, Yoshi Agency Private Limited and Ms. Sapna Sisodia are entirely separate matters and concern only the internal affairs of the Petitioner. According to him, if the Petitioner has any grievance or legal remedy against Ms. Sapna Sisodia, it is free to pursue the same independently, but such disputes have no connection with the Respondent. The learned counsel lastly submitted that the allegations made by the Petitioner regarding solicitation of its former employees are wholly incorrect, false and without any basis. He pointed out that Ms. Sapna Sisodia became a Director of Yoshi Agency Private Limited only on 14 December 2022, whereas the first Service Agreement between the Respondent and Yoshi Agency had already been executed on 15 June 2022. According to him, this itself shows that there could not have been any collusion between the Respondent and Ms. Sapna Sisodia at the time when the agreement with Yoshi was entered into. He submitted that the Respondent engaged Yoshi Agency only as a commercial decision because it was providing similar services at more competitive rates, and the Respondent found it commercially beneficial to engage that company.

## **Reasons and Analysis**

**26.** The rival submissions are carefully considered. The documents placed on record, the clauses of the agreement relied upon by both parties and the reliefs claimed have also been examined. The question is whether any interim protection is required so that, if arbitration starts, the proceedings remain effective.

**27.** The Petitioner has argued that the Respondent could not use another company for taking services of persons protected under the agreement or for getting benefit of the Petitioner's confidential information, proprietary systems and specialised methods of work. According to the Petitioner, the present relief is only for preserving records and for controlled disclosure of documents. It is submitted that if these records are not preserved now, the relevant evidence may not be available before the Arbitral Tribunal. The Respondent, however, opposed the Petition by first saying that there is no urgency at all. According to the Respondent, the alleged breach is said to have happened in June 2022, whereas the present Petition is filed only in the year 2026. Therefore, according to the Respondent, this delay itself shows that no immediate protection is required.

**28.** This submission requires consideration because power under Section 9 is exercised where immediate protection is shown to be necessary. Long delay without explanation may be one relevant circumstance while considering urgency. At the same time, delay may not always defeat the relief if the subject matter sought to be protected is still available or if preservation of evidence is otherwise

necessary. Therefore, delay is one relevant circumstance, but it is not decisive.

29. The Respondent has relied upon Clause 2.2 of the Service Agreement and submitted that the agreement was on non-exclusive basis. According to the Respondent, it was free to appoint one or more additional consultants or service providers. Prima facie, Clause 2.2 appears to support this submission. The wording of the clause gives liberty to the Respondent to appoint additional consultants or service providers. Therefore, because another vendor was appointed, it may not amount to breach of the agreement. To that extent, the submission of the Respondent cannot be ignored.

30. However, the case of the Petitioner is not fully based on exclusivity. In the pleadings and submissions, the Petitioner has stated that it is not objecting because another vendor was appointed. According to the Petitioner, its grievance starts if another vendor was used for taking services of protected employees or for using confidential information or business know how of the Petitioner. Thus, both parties are relying upon different obligations. While the Respondent relies upon the non-exclusive nature of the agreement, the Petitioner relies upon the clauses relating to non solicitation. Therefore, mere existence of Clause 2.2 may not answer all the allegations made by the Petitioner.

31. The Respondent has submitted that Clause 15.16 applies only to existing employees of the Petitioner and not to former employees or separate companies. According to the Respondent, Ms. Sapna Sisodia had stopped being an employee of the Petitioner on 18 May

2022 and therefore engagement with Yoshi Agency cannot violate the said clause. This submission also cannot be ignored because contractual restrictions have to be understood from the language used in the agreement. Whether Clause 15.16 extends to former employees or indirect engagement through another company will require detailed examination by the Arbitral Tribunal. At this stage, no final opinion can be recorded.

32. The Petitioner relied upon Clause 15.18 and submitted that the obligations relating to confidentiality and intellectual property continue even after expiry or termination of the agreement. Prima facie, this survival clause appears to keep some obligations alive even after the agreement comes to an end. Therefore, merely because the agreement expired on 31 March 2023, it cannot be said that all contractual obligations also came to an end. Whether confidential information or proprietary material was used is a matter which requires evidence. Still, the survival clause cannot be overlooked at this stage.

33. One important submission made by the Petitioner is regarding inconsistencies in the Respondent's own pleadings. According to the Petitioner, the Respondent says that Yoshi was engaged after expiry of the contractual period, but it admits that the first agreement with Yoshi was executed on 15 June 2022. The Respondent explains that there was no restriction in engaging Yoshi and also says that it voluntarily did not continue such engagement during the restricted period. Prima facie, there appears to be some difference in the way the facts are placed by the parties. Whether this difference has any

effect on contractual liability is a matter of evidence. However, the agreement dated 15 June 2022 does not appear to be in dispute.

**34.** The Petitioner has also relied upon the audited financial statements of Yoshi showing trade receivables from the Respondent as on 31 March 2023. According to the Petitioner, such accounting entry arises when services are rendered or invoices are raised. The Respondent submits that Yoshi is a separate entity and its financial statements cannot prove any breach by the Respondent. Prima facie, the audited financial statements may indicate that there were transactions. At the same time, such entries may not establish that confidential information was transferred or that employees were solicited. These entries may be one circumstance which will have to be examined along with other records.

**35.** The Petitioner has submitted that invoices, purchase orders, work orders, vendor onboarding documents, payment records, emails and related communications are necessary for proper adjudication. According to the Petitioner, without these records it cannot establish whether protected employees were used or whether confidential information came to be used. The Respondent, however, submits that these documents are not central because engagement with Yoshi was permissible. Both submissions carry some weight. If the arbitral dispute depends upon the nature of engagement and the actual work performed, these records may become relevant. At the same time, disclosure cannot be permitted as an unlimited enquiry having no connection with the issues arising under the agreement.

36. The Respondent has submitted that the disputes between the Petitioner and Ms. Sapna Sisodia are internal matters of the Petitioner and the Respondent has nothing to do with termination of her employment or the alleged breach of her duties. Prima facie, disputes between an employer and its former employee may remain separate. However, if the Petitioner establishes that the Respondent knowingly took benefit of any contractual breach, that aspect may become relevant before the Arbitral Tribunal. At present, there is no material before this Court to finally decide either way.

37. Another submission of the Respondent is that Yoshi Agency was engaged because it was offering similar services at competitive rates. According to the Respondent, it was a commercial decision. Such commercial decision cannot be treated as illegal where the agreement permits non-exclusive engagement. At the same time, such explanation may not answer the allegations relating to confidentiality or use of protected information if those allegations are proved. Therefore, both these issues are required to be kept separate.

38. The Petitioner has also relied upon the communications addressed to the Tata Ethics Office and submitted that the grievance was raised at the relevant time. According to the Respondent, the present proceedings are delayed. Prima facie, the communications relied upon by the Petitioner show that certain complaints were made during the relevant period. However, whether those complaints establish breach of the agreement is a different issue. They show that the dispute between the parties did not arise for the

first time in the year 2026.

**39.** Coming to the reliefs claimed, prayer clause (a) seeks a wide injunction restraining use or disclosure of confidential information. If such relief is granted, it may overlap with the final relief which may be considered in arbitration. The material placed before the Court does not identify any confidential information which is being used or is likely to be used by the Respondent. Therefore, such a restraint may not be proper at this stage.

**40.** Prayer clauses (b), (c), (d) and (e) relate to preservation of documents, electronic records, commercial records and maintenance of accounts. Preservation of evidence stands on a different footing than grant of an injunction. Preservation does not decide liability and does not record any finding of breach. It only makes sure that relevant evidence, if available, remains available before the Arbitral Tribunal. Such direction causes less prejudice because it does not stop the Respondent from carrying on its business. If the Respondent succeeds, the preserved records may support its defence. On the other hand, if the records are destroyed, adjudication before the Arbitral Tribunal may become difficult.

**41.** This Court also cannot ignore the difficulties pointed out by the Petitioner regarding electronic records. Emails, metadata, digital records and vendor related documents may not remain available for an unlimited time. If the arbitral proceedings are to examine the rival case of the parties, preservation of records becomes important. Preservation of records does not mean that the allegations of the Petitioner are accepted. It only protects the

possible evidence.

**42.** In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

(i) The Petition is partly allowed.

(ii) Pending commencement and conclusion of the arbitral proceedings, the Respondent shall preserve and maintain all documents, records and electronic data in its possession, custody or control relating to its engagement with Yoshi Agency Private Limited, including invoices, purchase orders, work orders, payment vouchers, ledger accounts, vendor onboarding records, internal approvals, statements of account, bank transaction records, emails, electronic communications and other documents which are relevant to the disputes raised in the present Petition.

(iii) The Respondent shall also preserve all emails, electronic records, metadata, server records, internal communications and documents, if available, relating to Ms. Sapna Sisodia, Mr. Sameer Padmanabha Prabhu, Mr. Umashankar Naidu, Ms. Shalini Parthi, and the work relating to the Zudio and Westside portfolio, to the extent such records are connected with the subject matter of the disputes between the parties.

(iv) The Respondent shall ensure that the records referred to above are not destroyed, deleted, altered, overwritten or otherwise rendered unavailable until further orders of the Arbitral Tribunal.

(v) The prayer seeking a blanket injunction restraining the Respondent from carrying on its business or from using, disclosing or dealing with confidential information, proprietary workflows, photography processes, creative systems, personnel data or business know how, either directly or through Yoshi Agency Private Limited or otherwise, is rejected at this stage, leaving all rights and contentions of the parties open for consideration by the Arbitral Tribunal.

(vi) The prayer seeking disclosure on affidavit and production of documents before this Court, including production in a sealed cover, is not granted. The Petitioner shall be at liberty to seek appropriate discovery, disclosure and production of documents before the Arbitral Tribunal in accordance with law. The Arbitral Tribunal shall consider such request on its own merits, without being influenced by any observations made in this order.

(vii) The Respondent shall maintain ordinary business records in respect of its transactions relating to the disputed business stream in the usual course of business. However, no direction is issued requiring maintenance of separate accounts, as sought by the Petitioner.

(viii) The observations made in this order are prima facie in nature and confined to the consideration of interim relief under Section 9 of the Arbitration and Conciliation Act, 1996. They shall not be construed as findings on the merits of the disputes, and the Arbitral Tribunal shall decide all issues

independently on the basis of the evidence and material placed before it.

(ix) The Petitioner shall take effective steps for commencement of arbitral proceedings in accordance with law within the period prescribed under Section 9 of the Arbitration and Conciliation Act, 1996, if not already commenced.

(x) The Petition is disposed of in the above terms. There shall be no order as to costs.

**(AMIT BORKAR, J.)**