KABC010129762023

IN THE COURT OF XXXV ADDL.CITY CIVIL & SESSIONS JUDGE, BENGALURU (CCH-36)

DATED ON THIS THE 6th DAY OF OCTOBER 2026

Present: Sri.J.V.Kulkarni, B.Sc., L.L.B.,
XXXV Addl. City Civil & Sessions Judge, Bengaluru.

O.S.No.3154/2023

Plaintiff : M/s.EOX Vantage Private Limited,
A registered company under the Provisions of the Companies Act, 2013

Having its registered office at:
#10, 24th Main, 2nd Phase, JP Nagar,
Bangalore South, Karnataka-560 078.

Represented by its Director,
Shri Selvaraj Yuvaraj
(Sri.N.B.N., Advocate)

-Vs-

Defendant : SHRUTHI.BS
C/o.Naveen Kumar.R.,
Aged about 32 years,
Residing at @26, 1st Main, 1st Cross,
Near Gali Anjaneyaswamy Temple, Kavika Layout, Mysore Road, Bengaluru-560 026.
(Sri.D.V., Advocate)

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Date of institution of the suit	:	23-05-2023
Nature of the suit	:	Injunction suit
Date of commencement of recording of the evidence	:	20-03-2024

Date on which the judgment was pronounced	:	06-10-2026
Total duration	:	Years/s Month/s Day/s 03 04 13

(J.V.KULKARNI)
XXXV Addl City Civil &
Sessions Judge, Bengaluru

JUDGMENT

This suit is filed by M/s. EOX-Vantage Private Limited, a company registered under the Companies Act, having its registered office at Bangalore. The plaintiff seeks a permanent injunction to restrain the defendant from directly or indirectly soliciting, recruiting, hiring, or engaging the services of the plaintiff company's current employees. The plaintiff also seeks a permanent injunction to restrain the defendant from directly or indirectly soliciting, recruiting, hiring, or engaging the services of the plaintiff company's former employees. Additionally, the plaintiff seeks a permanent injunction to restrain the defendant from directly or indirectly soliciting or communicating with the clientele of the plaintiff company. Furthermore, the plaintiff seeks a permanent injunction to restrain the defendant from sharing the plaintiff company's confidential information, either directly or indirectly, with any person whatsoever,

in terms of the non-disclosure agreement entered into between the plaintiff company and the defendant.

2. The facts necessary for the disposal of the suit are briefly stated as follows:-

The plaintiff is a company incorporated under the provisions of the Companies Act, 1956. For the last two decades, it has been carrying on the business of providing services, including back-office and knowledge process outsourcing, using an Enterprise Operating System platform, from its registered office at the address shown in the cause title. Over the last few years, the plaintiff has developed streamlined processes to increase sales and profits for many organizations. The plaintiff company has focused on business intelligence and operational excellence, building a strong clientele through these efforts.

Founded in the year 2004, the plaintiff company is headquartered in Ohio, United States of America, with centers in many parts of India. It has more than 500 employees and combines an enterprise operating system platform, data science, and managed services to fix and fine-tune data collection and streamline workflows. The plaintiff company states that it competes intentionally

on time and cost constraints while treating each client as a partner. It also delivers perfectly tailored solutions to manage, maintain, and improve business for its clients.

The defendant initially joined M/s. Vantage Agora Marketing Pvt. Ltd. on 13.06.2011 and is currently working in the position of Assistant Manager - Operations, forming part of the team heading the entire operations of the plaintiff company. Upon the plaintiff company acquiring M/s. Vantage Agora Marketing Pvt. Ltd., and in order to protect its confidential information, the plaintiff company entered into non-disclosure agreements with its employees to prevent the misuse and unauthorized disclosure of information against its interests. As per the said agreement, the defendant is restrained from disclosing such confidential information.

The plaintiff company and the defendant also entered into a non-solicitation agreement, which strictly restricts the defendant from soliciting the clients of the plaintiff company upon the termination of employment for any reason whatsoever. Additionally, it restrains the defendant from soliciting the services of the plaintiff company’s employees for any reason whatsoever.

The plaintiff company states that the defendant, as Assistant Manager - Operations, held an important position within the company and was responsible for executing key assignments and projects. Additionally, the defendant had complete access to the employees' data, along with original documents (such as marks cards, etc.), which are currently in the defendant's possession.

The plaintiff company states that the defendant misused its confidential information and leaked crucial details regarding its clients and employees to third parties, including competitors. Thereafter, the defendant resigned from the company. Following this resignation, the defendant started working at a company called M/s. Conscla Private Limited, which is engaged in a business similar to that of the plaintiff. Subsequently, the defendant, in collusion with Sri Naveen Kumar and Sri Anup Sam (who are defendants in connected cases), worked at Konsole and leaked crucial information of the plaintiff company to Konsole and other third parties. Additionally, they have attempted to poach the clients and employees of the plaintiff company.

When such information came to the knowledge of the plaintiff company, it was constrained to initiate an investigation into the aforementioned actions of the defendant and others. The scope of

the investigation was to verify the involvement of the defendant in poaching the existing employees of the plaintiff company, exposing its trademark and intellectual property to competitors, and maligning the well-built reputation and standing of the plaintiff company before its clients and the general public.

The plaintiff company stated that subsequent to her resignation, the defendant commenced working as a consultant with GMI Insurance, a company that is a client of the plaintiff company. During this period, the defendant started processing insurance tasks directly for GMI Insurance, which led to a reduction in the revenue of the plaintiff company. Additionally, the investigation revealed that the defendant, along with the defendants in the connected cases who were formerly part of the plaintiff company, started contacting the current employees of the plaintiff company for additional help and sought details of other employees for the purpose of poaching and soliciting them. It was also discovered through the investigation that the defendant had transferred substantial data to her personal email over the past 3 to 5 years, including rate cards, contracts, and collaterals. The investigation report also states that the defendant spread misinformation about the leadership of the plaintiff company

among peers and clients in order to poach them, induce them to work for her, and secure commissions.

The plaintiff company, through its authorized representative, filed a First Information Report (FIR) in Cr. No. 235 of 2023 before the South CEN Police Station, Banashankari, Bengaluru City, for offences punishable under Sections 66 and 66C of the Information Technology Act, and Sections 408, 504, and 506 of the Indian Penal Code (IPC). The plaintiff company stated that the actions of the defendant are in absolute violation of the terms of her employment, including the non-disclosure agreement. These actions have resulted in a loss of business to the plaintiff company, as the defendant has poached its clients and employees, causing a severe loss of revenue and reputation. The plaintiff company asserts that if the actions of the defendant continue unabated, it will suffer exemplary loss and damages. The current financial loss caused to the plaintiff company is estimated to be in excess of ₹ 20,00,000/-. Therefore, the plaintiff company prayed for a decree in the suit.

3. Suit summons were issued to the defendant. The defendant appeared through her counsel and filed a written statement denying

the plaint averments in toto, putting the plaintiff to strict proof of the contents of the plaint.

The defendant contended that on 06.04.2022, she resigned from the plaintiff company on medical grounds, and after accepting her resignation, the plaintiff company relieved her. Subsequently, a relieving letter dated 14.06.2022 was issued to the defendant, three months after her resignation, following proper scrutiny and verification of the defendant's records by the company. The defendant argued that the plaintiff's false allegations are a mere afterthought made with an ulterior motive, and that this suit was filed after a lapse of approximately three months from the date of issuance of the relieving letter. The defendant further pointed out that the plaintiff company has a dedicated IT department to monitor any unauthorized data transfers or illegal activities.

The defendant contended that the plaintiff company is managed by highly influential and financially sound representatives who have colluded with investigative agencies to file a false criminal case against her. Thus, the defendant argued that the plaintiff has no *locus standi* to file the present suit. The defendant maintained that neither during nor after her resignation from the plaintiff company did she commit any illegal acts, poach clients or employees, or transfer

data as alleged by the plaintiff. She claimed that the suit was filed solely to harass her and subject her to mental agony, and therefore, prayed for the dismissal of the suit.

4. To prove its case, the authorized representative of the plaintiff company was examined as PW-1, and documents marked as Ex.P1 to Ex.P13 were produced on behalf of the plaintiff company, after which the plaintiff closed its side of the evidence. The defendant examined herself as DW-1, and documents marked as Ex.D1 to Ex.D4, she closed her side.

5. On the basis of the pleadings of the parties, the following issues have been framed:-

1. Whether the plaintiff – Company proves that it entered into a Non-disclosure Agreement and Non-Solicitation Agreement with defendant?
2. Whether the plaintiff – Company further proves that the defendant misused the confidential information of the plaintiff – Company and leaked crucial information to others and poaching the employees and soliciting the clients of plaintiff?
3. Whether the plaintiff – Company is entitled for the permanent injunction as prayed?
4. What Order or Decree?

6. This Court heard the oral arguments of the learned counsel for both parties, who also filed their respective written arguments.

7. My findings on the above issues are as follows:-

Issue No1 : In the negative

Issue No.2 : In the negative

Issue No.3 : In the negative

Issue No.4 : As per the final order, for the following reasons:-

REASONS

8. **Issue Nos.1 to 3**:- Since these issues are interlinked with each other based on common facts finding on one issue has great bearing on other issue. Therefore, all the issues are taken together for discussion.

The intial burden of proof lies squarely on the plaintiff – Company to demonstrate a clear contractual breach, illegal data, ex-filtration and active interference with its business relations by the defendant. In order to discharge this burden, the plaintiff Company heavily relying upon Exs.P.5, P.12 and P.13. Ex.P.5 is the internal investigation report. It shows that the present defendant working in EOX Vantage from 2009 and he is working for EOX clients in a new

Company. He, other defendants in other cases by name Naveen Kumar and Shruthi B.S., formed a group working with Company called M/s.Conscala Private Limited. The defendant Anoop in another case residing in Spartan Heights Apartment, Richmond Road, Shanthala Nagar, Ashok Nagar, Bengaluru now in another defendant in another case residing in Deepanjali Nagar, Kavika Layout, Mysore Road, Bengaluru. The defendant of this case residing in Padmanabha Nilaya Nrupatunga Nagara, J.P.Nagar, 7th Phase, Bengaluru. The investigation alleged to have been carried by the plaintiff – Company shows that the defendant of this case and other two cases are sharing EOX or clients data in public domain poaching existing employee or EOX alimni exposing EOX data trademark and intellectual property knowledge to the competitors and are malign about EOX team. They estimated that there is an operational loss of ₹.35,00,000/- to ₹.45,00,000/- to the Company. The evidence covered mentioned in Ex.P.5 is current employees of EOX Vantage Company sharing the screen capture their text messages conversation or WhatsApp message., screen captures of emails found on public domain, audio recording when Anoop Sam was using Company's inventory. They stated that the defendant of another case Anoop Sam started working with GMI Insurance as

'Consultant' from May 2022. He is still having conversation that EOX legal about the misconduct and data theft. There is no specific allegation against the defendant of this case. Even there is no specific allegation except against Naveen also. They conducted audit and stated that series of e-mails and documents are shared outside the domain pertaining to the competent Company. They produced the screen shots of e-mails which containing one WhatsApp conversation of Chandana the defendant of this Company. It is produced to show that the defendant trying to poach or solicit that EOX Employees. The plaintiff – Company has not examined Chandana who is the employee of EOX at the time of filing of the suit. To show that the defendant of this case and defendant of other cases tried to poach and tried to leak the Company information to rivals.

9. The plaintiff – Company also produced mail sent by Manoj Salaria who was working with EOX as Underwriter was contacted by Karen Trudel to work with GMI directly. In the said e-mail there is no reference about name of any of the defendants involved in this case.

10. The 4th evidence put forth by the EOX Company is that the defendant of another case by name Anoop Sam exposing EOX

intellectual property knowledge to the competitors. This is the personal e-mail of the defendant of another case. Without his consent, they cannot open the personal e-mail. Moreover, this e-mail is dated 29th March 2022. When this document is confronted to D.W.1 during the cross-examination, then categorically denied that they have solicited with the rival Company Conscala. At the time of giving evidence, the D.W.1 is not working with Conscala Company. The first and foremost argument of learned counsel for the plaintiff is that the defendant in all the three cases are their EOX employees. They left the Company before leaving the Company confidential information and trade secrets are leaked by them. They poached the employees of this Company. Firstly under Section 27 of the Indian Contract Act, an agreement restraining a person from carrying on a lawful profession trade or business is avoid to that extent. Therefore, an employer ordinarily cannot prevent a former employee from joining a competitor or using their general skills, experience and knowledge merely by calling the restrictive confidential clause. The majority of the cross-examination of P.W.1 centered around non disclosure agreement i.e., Ex.P.9. The defendant of this Company in her resignation letter stated that she is resigning due to medical reasons. Whatever the reason made but the plaintiff cannot restrain

the defendant from joining another Company i.e., competitor company. These forensic evidence alleged to have been collected by the plaintiff – Company, does not meet the requirement with the defendant breached non solicitation agreement and committed the offences punishable under Section 65 & 66 (c) of Information Technologies Act, Section 404, 505 and 506 of IPC.

11. Ex.P.7 is the certificate under Section 65(B) of Evidence Act, it is in respect of the Forensic evidence produced by the plaintiff – Company. In Ex.P.7, the Vice President of H.R of plaintiff's Company not stated how he accessed the personal e-mail of the defendant of another case. As I have already stated, non disclosure agreement is illegal against the Provisions of Law. The Company can protect the legitimate confidentiality, trade secrets, proprietary source code, confidential pricing, custom data, technical know-how and other commercially valuable information. However, by the same time, burden on joining competitors carrying on a profession soliciting of customers without distinction, using ordinary knowledge and experience cannot be restrained. If an exparte injunction sought to prevent the defendant from disclosing the trade secret, it is sufficient.

12. Further, in the case, the statement of Chandana by independent authorities is not recorded and she was not examined before the Court to show that any of the defendants tried to put her to work with Company Canscala. Even in the e-mail of Manoj Salaria, there is no reference about any of the defendants. The plaintiff – Company alleged that the contract details of employees of the plaintiff – Company are sought by the defendant. Any of the employees whose screen shots are produced along with Ex.P.5 are not examined in this case, who conducted the Forensic investigation is also not disclosed either in Ex.P.7 or in Ex.P.5 or in plaint. The plaintiff – Company heavily relying upon Ex.P.5 i.e., the first information filed against the defendant of this case and defendant of other cases. In the complaint, they have stated that the Company data was shared by its persons to rival Company and original documents of the employees retained by them. The FIR is not converted into the charge sheet. It is still under investigation.

13. The plaintiff – Company heavily relied upon Ex.P.12 which is the acceptance of one of the defendants regarding the fact that he is agreed to pay the damages to the plaintiff – Company, regarding settlement of ₹.3,54,977/-. According to the defendants, it is

obtained under duress. The Company is Multinational Company having much resource at his command. The plaintiff – Company asserts that there is a forensic or Corporate investigation was conducted proving that data was ex filtered through personal e-mail over 3 to 5 years which can be seen from Server locks. In Ex.P.7, Mandatory Certificate as required under Section 65(B) is not mentioned. The data sharing clients and employee poaching was not conclusively established or corroborated by the evidence available on record. The defendant relieved from the Company on 6-4-2022.

14. During the cross-examination of the defendant, she was asked about the medical record to show that why she is resigning from the Company. Whatever the reason may be, she is not intending to work with the plaintiff – Company. The plaintiff – Company relieved her as per Ex.D.1, wherein, they have not made any allegations against the defendant.

15. D.W.1 in her cross-examination admitted that in the month of April 2022, she was holding the post of Assistant Manager Operations. During that period, she used to interact with clients about the process updates and feed back. She admitted that the

Company was engaged in back office insurance and she working with different clients. She admitted that she had access with clients, nature of service but she categorically denied that she had not access about the performance data of the client. She resigned from the Company with effect from 2022, after leaving the plaintiff – Company, she joined Torry Paris Company. She produced Ex.D.1 the relieving letter of Torry Haris Company.

16. The plaintiff – Company failed to prove that this Torry Haris Company is a competitor of the plaintiff – Company and the defendant of this case poaching the clients of the Company of the plaintiff. The statement of any such clients is obtained by the plaintiff – Company or any of such clients examined before the Court. The plaintiff – Company failed to bring direct evience that the defendant encroached with Conscala Company or GMI Insurance Company. The Forensic evidence is also not reliable. The loss of 20 million dollars is laso not proved to the satisfaction of the Court.

17. The P.W.1 in his cross-examination admitted that he also entered into non disclosure agreement. It is common procedure of every employees. He admitted that during the Covid pandemic of the employees are allowed to work from home. Similalry, the

defendants is also allowed to work from Home. While working from Home, the employees requires Company data and communication. They are allowed to access company data. Any access to Company data during Covid period is directly as per in house mechanisams of the Company. The Company COO and CEO who were part of investigaiton team were not entered the witness box to show that the defendant is guilty of poaching the clients, employess of the plaintiff – Company and also sharing the Company data with competitors. The audit report of Chartered Accountant regarding loss caused to the plaintiff – Company is not produced.

18. P.W.1 clearly admitted that on 14-02-2023, the relieving letter was handed over to the defendant of this case whereas, FIR was filed. Thereafter, it is clearly goes to show that the inteniton of the Company is to restrain the defendant and other defendants from joining any competitors Company. It is contrary to standard Corporate and legal logic that a Company equipped with dedicated IT monitory going to the issue a seeking official reliving letter after almost 8 months of internal scrutiny. This also creates suspicison about the conduct of the plaintiff – Company. The suit is speculative, damgages are not proved. Therefore, the plaintiff – Company is not

entitle for discretionary relief of permanent injunciton. Hence, I answer issue Nos.1 to 3 in negative.

19. Issue No.4:- For the foregoing reasons, I pass the following:-

ORDER

Suit of the plaintiff – Company dismissed with costs.

Draw decree accordingly.

(Dictated to the Sr. Sheristedar (Stenographer Grade-I), transcribed and typed by her and then corrected and pronounced by me in the open court on this the 6th day of Octoebr 2026)

(J.V. KULKARNI)
XXXV Additional City Civil and
Sessions Judge, Bengaluru

ANNEXURE

Witnesses examined on behalf of the plaintiff.

P.W.1 : Stephen Lloyd Taylor

Witnesses examined on behalf of the defendants.

D.W.1 : Shruthi B.S.

Documents marked on behalf of the plaintiff.

Ex.P.1 : Online Certified copy of Certificate of Incorporation

Ex.P.2 : Computer copy of profile of plaintiff – Company

Ex.P.3	:	Payslip of defendant for the month of June 2022
Ex.P.4	:	Employees non solicitation of Employer Customers and personal
Ex.P.5	:	Investigation report
Ex.P.6	:	Copy of FIR dated 25-02-2023 in Cr.No.235/2023
Ex.P.7	:	Certificate under Section 65B of Indian Evidence Act
Ex.P.8	:	Resolution passed by Board of Directors dated 26-02-2024
Ex.P.9	:	Non disclosure Agreement
Ex.P.10	:	E-mail communication dated 04-04-2022
Ex.P.11	:	E-mail communication dated 30-05-2022
Ex.P.12	:	E-mail communication dated 01-08-2022
Ex.P.13	:	Certificate under Section 63 of BSA

Documents marked on behalf of the defendants.

Ex.D.1	:	Relieving letter, dated 14-02-2023
Ex.D.2	:	Certificate of incorporation
Ex.D.3	:	Online ROC copy dated 25-07-2025
Ex.D.4	:	Certificate under Section 65B of Evidence Act

JEEVAN KULKARNI
Digitally signed by JEEVAN KULKARNI
Date: 2026.10.08 16:25:55 +0530

(J.V.KULKARNI)
XXXV Addl.City Civil &
Sessions Judge, Bengaluru