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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 367/2026, I.A. 9337/2026, I.A. 9338/2026, I.A. 9339/2026, I.A. 9340/2026, I.A. 9341/2026, I.A. 9342/2026 & I.A. 9343/2026

KOCHHAR & CO.

.....Plaintiff

Through: Mr. Sandeep Sethi, Sr. Advocate with  
Mr. Samiron Borkataky, Mr.  
Ikshvaaku Marwah, Mr. Krishna  
Gambhir, Ms. Shreya Sethi and Ms.  
Riya Kumar, Advocates  
Mob: 8447865633  
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versus

MR. NILESH UKUNDE & ANR.

.....Defendants

Through: None.

**CORAM:**  
**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER**  
**07.04.2026**

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**I.A. 9341/2026 (Exemption from undergoing Pre-Institution Mediation)**

1. The present is an application under Section 12A of the Commercial Courts Act, 2015, read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), seeking exemption from undergoing Pre-Institution Mediation.

2. Having regard to the facts of the present case, and in the light of the judgment of Supreme Court in the case of *Yamini Manohar Versus T.K.D.*

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*Keerthi, 2023 SCC OnLine SC 1382*, and the decision of Division Bench of this Court in *Chandra Kishore Chaurasia Versus RA Perfumery Works Private Ltd., 2022 SCC OnLine Del 3529*, exemption from attempting Pre-Institution Mediation is granted.

3. Accordingly, the application stands disposed of.

**I.A. 9342/2026 (Exemption from filing original and clear copies of documents)**

4. The present is an application under Section 151 of the CPC, on behalf of the plaintiff, seeking exemption from filing original copies of documents and leave to file illegible and dim documents without margin.

5. Exemption is granted, subject to all just exceptions.

6. Plaintiff shall file legible and clear copies of the documents with proper margins, on which the plaintiff may seek to place reliance, before the next date of hearing.

7. Accordingly, the present application is disposed of.

**I.A. 9343/2026 (Exemption from advance service to defendants)**

8. The present application has been filed on behalf of the plaintiff under Section 151 of the CPC, seeking leave to institute the present suit without serving notice upon defendant nos. 1 and 2.

9. In view of the urgency expressed by learned Senior Counsel appearing for the plaintiff and the urgent reliefs sought, the present application is allowed, and accordingly disposed of.

**I.A. 9339/2026 (Application seeking leave to file additional documents)**

10. The present application has been filed on behalf of the plaintiff under Order XI Rule 1(4) read with Order VII Rule 14 and Section 151 of CPC, seeking leave to file additional documents.



11. Liberty is so granted. Let additional documents be filed, within a period of thirty (30) days, from today.

12. With the aforesaid directions, the present application is disposed of.

**I.A. 9340/2026 (Seeking constitution of a Confidentiality Club)**

13. The present application has been filed on behalf of the plaintiff under Rule 17 of the Delhi High Court (Original Side) Rules, 2018, read with Section 151 of the CPC, seeking to constitute a confidentiality club and file confidential documents in a sealed cover.

14. Issue notice to the defendants, by all permissible modes.

15. Let reply be filed, within a period of four weeks.

16. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

**I.A. 9338/2026 (Seeking additional reliefs)**

17. The present application has been filed on behalf of the plaintiff under Order II Rule 2 read with Section 151 of the CPC, seeking grant of leave to the plaintiff to sue the defendants for further reliefs, which may arise out of the cause of action pleaded in the plaint, at a later stage.

18. Issue notice to the defendants, by all permissible modes.

19. Let reply be filed, within a period of four weeks.

20. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

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21. Let the plaint be registered as suit.

22. Issue summons to the defendants, through all permissible modes.

23. The summons shall state that the written statement(s) shall be filed by the defendants, within thirty (30) days from the date of receipt of summons.



Along with the written statement(s), the defendants shall also file affidavit(s) of admission/denial of the documents of the plaintiff, without which, the written statement(s) shall not be taken on record.

24. Liberty is given to the plaintiff to file replication(s), if any, within thirty (30) days from the receipt of the written statement(s). Along with the replication(s), filed by the plaintiff, the affidavit(s) of admission/denial of the documents of defendants, be filed by the plaintiff, without which, the replication(s) shall not be taken on record.

25. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

26. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.

27. List before the Joint Registrar (Judicial) on 26<sup>th</sup> May, 2026.

28. List before the Court on 27<sup>th</sup> August, 2026.

**I.A. 9337/2026 (Seeking interim relief)**

29. The present suit has been filed seeking permanent and mandatory injunction and for recovery of damages against the defendants, on account of breach of legal privilege and confidentiality and loss of reputation.

30. The present application has been filed seeking interim reliefs against defendant no. 1, who has unlawfully disseminated confidential and legally privileged information, and is continuing to act in a manner which seriously prejudices the plaintiff and its client, as well as interferes with the ongoing police investigation.

31. Learned Senior Counsel appearing for the plaintiff submits that the plaintiff law firm was engaged by its client – Mylan Laboratories Limited, to conduct a legally protected and privileged investigation into a fire incident



that occurred on 14<sup>th</sup> February, 2026, at its Nashik plant. It is submitted that in furtherance to the aforesaid, the plaintiff engaged services of defendant no. 2, who in turn engaged defendant no. 1 as a sub-contracted forensic investigator.

32. It is submitted that by virtue of such engagement, defendant no. 1 was under strict contractual and statutory obligations to maintain confidentiality and legal privilege over all information, documents and materials obtained during the course of the assignment.

33. Learned Senior Counsel appearing for the plaintiff has drawn the attention of this Court to the Engagement Letter dated 22<sup>nd</sup> February, 2026, whereby, defendant no. 2 was engaged, and in particular, has drawn the attention of this Court to the Clause with regard to confidentiality and ethics, which reads as under:

“xxx xxx xxx

**F. Confidentiality & Ethics:**

During the engagement, IIRIS is likely to receive information or evidence relating to the fire incident from the Firm and/or Mylan, all of which shall be subject to client attorney privilege, and treated as sensitive and confidential in nature. By signing this Engagement Letter, IIRIS acknowledges and undertakes that it will keep all information pertaining to the Firm and/or Mylan strictly confidential and shall not disclose, publish or otherwise make available any information or evidence to any third party. IIRIS shall also ensure that all its employees, agents, consultants, representatives and subcontractors are also strictly bound by this obligation.

xxx xxx xxx”

34. Learned Senior Counsel appearing for the plaintiff also draws the attention of this Court to the *Document No. 8*, filed along with the present plaint, which is a Purchase Order issued by defendant no. 2, engaging the services of defendant no. 1. He draws the attention of this Court to the undertaking appearing in the said Purchase Order, which again stipulates the



condition in regard to data protection and confidentiality, in the following manner:

“xxx xxx xxx

<p><b>Order Confirmation :</b> We herewith confirm &amp; accept the content and conditions of this Purchase Order We will follow all the terms and condition related to data protection &amp; confidentiality as shared by the company separately.</p> <p style="text-align: center;"><b>Signature of Supplier + Rubber Stamp</b></p>
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xxx xxx xxx”

35. He submits that defendant no. 1, during his visits to Mylan’s plant, blatantly breached his legal and contractual obligation by discussing his views and findings with Mylan’s employees and other individuals, including suspects, thereby compromising the integrity of the investigation. Thus, in view thereof, the defendant no. 1 was directed to cease all work on 10<sup>th</sup> March, 2026, by issuing a notice on the said date.

36. Learned Senior Counsel for the plaintiff further submits that on 01<sup>st</sup> April, 2026, the defendant no. 1 prepared an unauthorised report containing confidential and privileged information and circulated the same to police authorities and third parties.

37. In response, the defendant no. 1 issued a letter to the legal officer of the client of the plaintiff, wherein, he raised various issues, particularly, with regard to payment of his fees.

38. Learned Senior Counsel appearing for the plaintiff submits that though the fees of the defendant no. 1, amounting to Rs. 11.80 Lacs is payable by the defendant no. 2, however, to show its *bona fide*, the plaintiff is ready to deposit the said amount of Rs. 11.80 Lacs with this Court,



towards the fees of defendant no. 1.

39. It is submitted that it has come to the knowledge of the plaintiff that the defendant no. 1 prepared an unauthorized Report dated 01<sup>st</sup> April, 2026, containing confidential and privileged information, and unlawfully circulated the same to police authorities and other third-parties.

40. Learned Senior Counsel appearing for the plaintiff submits that in addition to the above, the defendant no. 1 has also been calling witnesses, suspects, employees and officers of plaintiff's client – Mylan, in an attempt to interfere with the investigation being conducted by the police, as well as the internal investigation being conducted by the plaintiff on behalf of Mylan, in relation to the fire incident.

41. Thus, it is submitted that the acts of the defendant no. 1 are completely unlawful and constitute gross breach of confidentiality obligations and violation of statutory privilege.

42. Issue notice to the defendants, by all permissible modes.

43. Let reply be filed, within a period of four weeks.

44. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

45. Considering the submissions made before this Court, as noted hereinabove, the plaintiff has made out a *prima facie* case in its favour. Further, balance of convenience also lies in favour of the plaintiff and against the defendant no. 1, and irreparable harm shall be caused to the plaintiff, if interim orders are not passed in favour of the plaintiff.

46. Accordingly, it is directed that till the next date of hearing, the defendant no. 1, including his agents, servants, assigns and all other persons acting on his behalf, are restrained from disclosing, publishing or circulating



the purported Report dated 01<sup>st</sup> April, 2026 to any third-party.

47. The defendant no. 1 is further restrained from disclosing, publishing or circulating any confidential or privileged information, documents or reports relating to the plaintiff's assignment, which are in his possession.

48. Compliance under Order XXXIX Rule 3 of the CPC shall be done, within a period of one week from today.

49. List before the Joint Registrar (Judicial) on 26<sup>th</sup> May, 2026.

50. List before the Court on 27<sup>th</sup> August, 2026.

**MINI PUSHKARNA, J**

**APRIL 7, 2026/SK**