

Form No.J(2)

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
Appellate Side

Present : The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
&
The Hon'ble Mr. Justice Supratim Bhattacharya

FMAT No. 187 of 2026
with
CAN 1 of 2026

M/s. Balaji Leather Creation
Vs.
Ms. Roselyn Jamir and Ors.

For the appellant : Mr. Satadeep Bhattacharya,
Mr. Aakash Mukherjee,
Ms. Sriparna Mitra, Advs.

For the respondent no. 1 : Mr. Arik Banerjee,
Mr. Swagata Biswas,
Mr. Jit Ray,
Ms. Shreyashi Maity, Advs.

For the respondent no. 3 : Mr. Biswaroop Bhattacharya,
Mr. Altamas Alim,
Ms. Megha Sarkar, Advs.

Heard on : July 21, 2026.

Judgment on : July 21, 2026.

Sabyasachi Bhattacharyya, J.:

1. From the affidavit-of-service, it transpires that due service has been effected on the respondents.
2. The present challenge has been preferred by the plaintiff in a suit for declaration that the plaintiff/appellant has right to

protect his confidential trade information, client data base, design pattern, samples of plaintiff's business and for permanent injunction on the allegation that the defendants and their men and agents are utilizing confidential trade information, client data base, design pattern of the plaintiff's business, against an order whereby the ad-interim injunction prayed for by the plaintiff/appellant in connection with the suit was refused by the learned Trial Judge.

3. The plinth of the impugned refusal was that the dispute involved in the suit is of a commercial nature.
4. Learned counsel for the appellant argues that the closest provisions of the Commercial Courts Act, 2015 vis-a-vis the present suit would be Section 2(1)(c), Clause (xvii) and Clause (xviii). Insofar as the first is concerned, the same pertains to disputes arising out of intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names etc. whereas the latter relates to agreements for sale of goods or provision of services.
5. As per the plaint and the temporary injunction application filed in the Trial Court, it is argued, the defendant/respondent nos. 1 and 2 were employees of the appellant-company for several

years. Subsequently, in collusion with defendant/respondent no. 3, whose products the appellant used to manufacture and sell, has floated the respondent no. 4, another company having competing business with the appellant.

6. In the process, it is alleged that the respondent nos. 1 and 2, taking advantage of their confidential knowledge of the trade secrets and designs as well as patterns of the appellant's business, are utilizing such information for commercial benefit. This, it is alleged, constitutes a breach of the employment contract of the appellant company with respondent nos. 1 and 2 as well as breach of data, business information, designs and patterns. The allegations in the plaint also pertain to the respondent nos. 1 and 2 entering competing business with the appellant, in contravention of the implied and express confidentiality clauses of the employment agreements between the appellant and the respondent nos. 1 and 2.
7. Thus, as per the present frame of the suit, the reliefs sought therein do not at all relate to any intellectual property rights as contemplated in Clause (xvii) of Section 2(1)(c) of the 2015 Act.

8. Moreover, the respondent nos. 1 and 2 being employees of the appellant all along, there arises no question of any agreement for sale of goods or provision of services being involved in the dispute, as per the ambit of Clause (xviii) of Section 2(1)(c). The services rendered by the respondent nos. 1 and 2 for the appellant-company was in the capacity of employees of the company and not on the basis of contracts for providing service.
9. Thus, the learned Trial Judge, it is argued, acted *de hors* the law and in a perverse manner in holding that the dispute involved in the suit relates to a commercial dispute contemplated under the 2015 Act. Even on merits, the appellant has annexed a letter dated August 31, 2025 to the injunction application filed in the Trial Court, whereby the respondent no. 1 has written to the appellant seeking removal of her name from the records of the appellant company, admitting therein that the respondent no. 1 had been in the service of the appellant organization for the last eight years preceding the letter.
10. Learned counsel further points out that from the communications annexed to the injunction application filed in

the Trial Court, it would be evident that the respondent no. 4 has been formed by the respondent no. 1 and respondent no. 3, as its directors.

11. It is contended that in terms of the averments and the annexures to the injunction application, the learned Trial Judge ought to have granted ad-interim protection to the appellant.
12. Learned counsel appearing for the respondent no.1 controverts the submissions of the appellant and places reliance on the several annexures to the temporary injunction application of the appellant itself to argue that prior to the filing of the suit, several allegations were levelled by the respondents against the appellant company as to the appellant stealing the designs and patterns, prototypes, samples etc. of the respondents. In the said communications, it was also alleged that the appellant was making defamatory and slanderous statements against the respondent no.1 and respondent no. 2, who were co-owners of the respondent no.4.
13. Learned counsel for the respondent no. 1 further controverts the allegation that the respondent no. 1 is utilizing or using the designs, confidential information and/or data base of the appellant in any manner whatsoever.

14. As a backlash to such allegations, it is submitted, the present suit has been filed.
15. Learned counsel places considerable stress on the words “design” and “pattern” used in various places of the plaint and in the prayer portion thereof to argue that intellectual property rights relating to design also come within the purview of Section 2(1)(c)(xvii) of the 2015 Act. Thus, since the valuation of the suit is above the specified value as contemplated in Section 12 of the 2015 Act, it is argued that the learned Trial Judge was justified in holding that the suit pertains to a commercial dispute and ought to have been filed before the Commercial Court having jurisdiction and not the ordinary Civil Court.
16. Apart from the maintainability of the suit before the ordinary Civil Court, learned counsel also controverts the contentions of the plaintiff insofar as the merits of the plaint case are concerned.
17. Learned counsel appearing for the respondent no. 3, one of the alleged clients of the appellant in the plaint, also adopts the arguments of the respondent no. 1 and, in addition, argues that from the averments made in the prayer portion of the

plaint, it would be evident that the plaintiff has sought to protect his confidential trade information, client database along with the designs and patterns. As such, there is an implicit admission in the reliefs sought in the plaint as well as the averments made in the plaint that the designs and patterns which are allegedly being utilized by the defendants belongs to the plaintiff, thus bringing the dispute within the ambit of Clause (xvii) of Section 2(1)(c).

18. Learned counsel for both the respondent nos. 1 and 3 submit that the dispute is also covered by Clause (xviii) of Section 2(1)(c), since the respondent no.1 claims not to be an employee of the appellant company but to have business dealings with the appellant in terms of agreements.
19. Hence, it is submitted that the agreement between the respondent no. 1 and the appellant company for provision of services also brings the dispute within the contemplation of Section 2(1)(c)(xviii).
20. Upon hearing learned counsel for the parties, we take note of the settled legal position that at the *ex parte* ad-interim stage, it is only the averments made in the plaint and the injunction application and the documents relied on therein and annexed

thereto which are to be looked into by the Trial Court. For such purpose, isolated statements in the plaint cannot be culled out but a meaningful reading of the plaint in its entirety has to be undertaken.

21. From paragraph no. 2 of the plaint, which is virtually reproduced in the injunction application in the Trial Court, we find that the plaintiff alleges to be engaged in the business of manufacturing and job work preparation of leather goods and allied products in West Bengal.
22. In paragraph no. 7 of the plaint, it is alleged that the defendant/respondent nos. 1 and 2 were employed with the plaintiff as a Senior Merchandiser and a Senior Pattern Cutter respectively, defendant no. 1 being associated with the plaintiff for more than 8 years and defendant no. 2 approximately about 12 years. It is also alleged that till such time as stated thereafter, they had been regularly drawing salaries from the plaintiff. The last pay drawn salary of the defendants has also been enumerated in the said paragraph.
23. It is alleged in paragraph no. 8 of the plaint that there are about 100 employees who are in the payroll of the plaintiff, in support of which an extract of an alleged attendance

sheet/payroll is annexed to the plaint, in which the names of the defendant nos. 1 and 2 feature.

24. In paragraph no. 9 of the plaint, it is alleged that defendant no. 1 used to enjoy a position of seniority in the employment hierarchy as maintained by the plaintiffs and the defendant no. 2 also similarly used to be an important design cutter.
25. In paragraph no. 11, it has been alleged that there are express and/or implied terms of employment which the defendants were required to adhere to, stipulating *inter alia* that they were not to engage in any competing business with any third party while still being in employment with the plaintiff, not to solicit clients of the plaintiff for their own business purposes, not to disclose or share any information or confidential data or document in any form of the plaintiff with any third party without the knowledge or consent of the plaintiff, etc.
26. In paragraph no. 12 of the plaint, it is alleged that the said defendants have acted in material breach of the aforesaid express and/or implied terms of employment and have also acted in material breach of the trust and faith which the plaintiff had reposed on them.

27. In paragraph no. 25(a) of the plaint, relied on heavily by the respondents before us, the plaintiff alleges that the defendant no. 1, even while being engaged in employment with the plaintiff, had removed several sensitive data as also the confidential details of the clients and leather designs which she had full access to, being effectively in control of the plaintiff's data base as also the official email communications of the plaintiff etc.
28. In relief (a) of the plaint, it has been asserted that the plaintiff seeks a declaration of the right to protect its confidential trade information, client data base, design pattern and sample of the plaintiff's business.
29. A composite reading of the aforesaid pleadings indicates that the business of the plaintiff is manufacture and job work preparation of leather goods and allied products in West Bengal for clients who are spread across different countries. The defendant nos. 1 and 2 are alleged to have been employed with the plaintiff for a considerable period of time in several paragraphs of the plaint. In support of such employment, a letter issued by defendant no. 1 has also been annexed to the injunction application, which *prima facie* shows

that the defendant no. 1 claims that she was in employment for eight years with the plaintiff-company and sought to cease to be so.

30. The use of the word “leather designs” in the plaint is in conjunction with confidential details of the clients and other several sensitive data as well as the official database of the plaintiff company. Thus, the leather designs referred to in the plaint are linked with the confidential details of the plaintiff and the database of the plaintiff company. We do not find within the four corners of the plaint that the plaintiff has categorically asserted ownership of the design pattern which is a part of the database and confidential client information, which are allegedly being sought to be compromised by the defendant nos. 1 and 2. Thus, in the absence of any claim of ownership of the designs and/or any sort of trade mark, copyright, patent or domain name, the dispute cannot be said to come within the ambit of Clause (xvii) of Section 2(1)(c) of the 2015 Act.
31. In the teeth of the averments in the plaint and the annexures to the injunction application filed in the Trial Court, which assert that the defendant nos. 1 and 2 were in employment of the appellant, it cannot also be said that there was any agreement

between the said defendants and appellant for provision of services, thus ruling out the applicability of Clause (XVIII) of Section 2(1)(c) of the 2015 Act.

32. Even otherwise, the ambit of the dispute centers around an allegation that there has been a breach of the confidentiality clauses and clauses restricting engagement in competing business, which are allegedly enumerated in the employment agreement between the defendant nos. 1 and 2 and the plaintiff/appellant. Thus, such breach of employment contract and breach of the confidentiality clauses therein cannot be termed as a dispute pertaining to any trademark or intellectual property rights as envisaged in Section 2(1)(c) or any of its clauses.
33. Accordingly, *prima facie*, the learned Trial Judge erred in law in refusing injunction on the sole ground that the suit is of a commercial nature coming within the ambit of the 2015 Act.
34. Even on merits, from the averments made in the injunction application before the Trial Court and the annexures to the injunction application, we find sufficient substance to hold that triable issues have been raised, at least at the stage of *ex parte* ad-interim injunction.

35. Accordingly, in view of the above discussions, the impugned order cannot be sustained.
36. Hence, FMAT 187 of 2026 is allowed on contest against the respondent nos. 1 and 3 and *ex parte* against the other respondents, thereby setting aside the impugned order dated May 12, 2026 passed by the learned Civil Judge, Senior Division at Sealdah, District – South 24 Parganas in Title Suit No. 90 of 2026 and granting injunction restraining the respondents and/or their men and agents from utilizing confidential trade information, client data base and the design pattern of the plaintiff/appellant's business, as given in the Schedule of the plaint of the said suit, till disposal of the temporary injunction pending in the Trial Court.
37. The respondents shall file their respective written objections to the injunction application within one month from this date. The learned Trial Judge shall dispose of the injunction application at the earliest thereafter, preferably within 12 weeks from date.
38. It is, however, made clear that this Court has not conclusively decided any of the disputes raised between the parties and all the above observations are tentative in nature, arrived at

merely for the purpose of adjudication of the present appeal at the *ex parte* ad-interim stage in the Trial Court.

39. The learned Trial Judge shall not, in any manner, be influenced unnecessarily by any of the observations made above and shall proceed to decide independently the temporary injunction application as well as the suit on their own merits and in accordance with law.
40. CAN 1 of 2026 is also disposed of accordingly.
41. There will be no order as to costs.
42. Urgent certified copies of this judgment, if applied for, be supplied to the parties upon compliance of all requisite formalities.

I agree.

(Sabyasachi Bhattacharyya, J.)

(Supratim Bhattacharya, J.)

AD-28
Ct. No.16
21.07.2026
(SSS)