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IN THE HIGH COURT OF DELHI AT NEW DELHI

CNR No. DLHC010369622026

O.M.P.(I) (COMM.) 332/2026 & I.A. 21696/2026

M/S SISL INFOTECH PRIVATE LIMITEDPetitioner

Through: Mr. Saurabh Kirpal, Senior Advocate, Mr. Harshit Sethi, Mr. Prabhas Bajaj, Mr. Rajat Choudhary, Mr. Harsh Chauhan, Ms. Mansi Tripathi, Mr. Arya Yadav, Advs.

versus

M/S I SOURCING TECHNOLOGIES PRIVATE LIMITED,

.....Respondent

Through: Mr. Ritin Rai, Sr. Advocate with Mr. Jay Kansara, Mr. Aman Raj Gandhi, Mr. Parthasarthy Bose and Ms. Lavina Bhargava, Advocates.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

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13.08.2026

1. The present petition has been filed seeking following relief:-

A. “Direct the Respondent to forthwith return to the Petitioner all data, records, documents, confidential information, proprietary information, intellectual property, databases, credentials, access details and all other material received, generated or retained by the Respondent during the subsistence of the Service Agreement dated 30.04.2024, together with all copies thereof in whatsoever form, and further direct the Respondent to certify on affidavit that no copies thereof have been retained by it;

B. Direct the Respondent to forthwith disclose, hand over and transfer to the Petitioner all End User Data / databases maintained pursuant to the Service Agreement dated 30.04.2024, and further direct the Respondent to forthwith refrain from using any such



data:

C. Grant an order of injunction restraining the Respondent, its directors, officers, employees, representatives, agents or anyone acting through or under it from directly or indirectly tampering with, altering, deleting, disabling, interfering with or otherwise dealing in any manner whatsoever with the End User Data, databases or any other infrastructure relating to the subject Baanknet project pending the arbitral proceedings.

D. Direct the Respondent to cease and desist from advertising, utilizing, accessing, reproducing, copying, transferring, disclosing, publishing, exploiting or otherwise dealing with any proprietary information, confidential information, trade secrets, data or intellectual property belonging to the Petitioner or to PSBA or related to the Baanknet project in any manner whatsoever, either directly or indirectly, whether for itself or for the benefit of any third party, pending the conclusion of the arbitral proceedings.

E. Direct the Respondent to immediately remove, delete and take down from all websites, social media platforms, marketing material, brochures, presentations, advertisements, portfolios, case studies and any other public or private platform, every reference whatsoever to the Service Agreement dated 30.04.2024, the Baanknet project executed for PSB Alliance Private Limited, the Petitioner's name, the End Customer's name, and/or the Respondent's alleged role, participation or involvement in the said project, and restrain the Respondent from making any further publication or representation in relation thereto during the pendency of the arbitral proceedings;

F. Grant an order of injunction restraining the Respondent, its directors, officers, employees, representatives, agents or anyone acting through or under it, from directly or indirectly communicating, corresponding, negotiating, soliciting, dealing or otherwise interacting or contacting with the End-Customer Bank users or PSB Alliance Private Limited (PSBA) or any of its representatives in relation to the subject Baanknet project;

G. Direct the Respondent to furnish security, or in the alternative deposit before this Hon'ble Court, a sum of Rs.3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs Only) along with 12% interest, being the amount paid by the Petitioner under Annexure-B ("Software Development and Support") towards development of an independent customized application & allied deliverables, which remain incomplete, deficient and/or were never performed in accordance with the Service Agreement dated



30.04.2024;

H. Direct the Respondent to furnish security, or in the alternative deposit before this Hon'ble Court, a sum of Rs.45,43,571/- (Rupees Forty Five Lakhs Forty Three Thousand Five Hundred Seventy One Only) along with 12% interest, being the amount wrongly taken by the Respondent from the Petitioner towards application support resources/manpower under Clause J of Annexure-A of the Service Agreement dated 30.04.2024 despite the Respondent being contractually bound to provide the said services as part of its original contractual obligations)

I. Direct the Respondent to furnish security, or in the alternative deposit before this Hon'ble Court, a sum of Rs.15,00,000/- (Rupees Fifteen lakhs Only) along with 12% interest, paid by the Petitioner to the Respondent towards STQC Certification which the Respondent failed to secure;

J. Direct the Respondent to furnish security, or in the alternative deposit before this Hon'ble Court, a sum of Rs.15,00,000/- (Rupees Fifteen lakhs Only) along with 12% interest, being the amount wrongly taken by the Respondent from the Petitioner towards enhancements despite the Respondent being contractually bound to provide the said services as part of its original contractual obligations;

K Direct the Respondent to furnish security, or in the alternative deposit before this Hon'ble Court, a sum of Rs.3,00,00,000/-(Rupees Three Crores Only) along with 12% interest, being the amount wrongly taken by the Respondent from the Petitioner towards resource costs incurred by the Petitioner on account of the illegalities committed by the Respondent.

L Direct the Respondent to furnish security, by way of an unconditional and irrevocable Bank Guarantee and/or Fixed Deposit Receipt, to the satisfaction of this Hon'ble Court, for the aggregate amounts claimed by the Petitioner in the present proceedings, or in the alternative, attach/freeze the Respondent's bank accounts, receivables, movable and immovable properties to the extent of the Petitioner's claim and restrain the Respondent from withdrawing, transferring, alienating, encumbering or otherwise creating any third-party rights therein pending adjudication of the disputes through arbitration;

M. During the pendency of the present petition, this Hon'ble Court may be pleased to issue interim orders/directions with regard to the Prayers (supra);



N. Pass such other and further order(s) or direction(s) in favour of the Petitioner as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case in and in the interest of justice”.

2. The Petitioner was awarded a project by PSB Alliance Pvt. Ltd. for supply, installation and maintenance of an E-Auction Solution.
3. According to the Petitioner, for execution of part of the said project, the Petitioner engaged the Respondent under a Service Agreement dated 30.04.2024.
4. Under the agreement the Respondent was required to develop and support the E-Auction Solution. Further, he was required to develop certain customised applications and provide the relevant source code with other works.
5. The dispute subsequently arose between the parties with the Petitioner alleging that the Respondent failed to fulfil several of these obligations and directly communicated with PSB Alliance without the Petitioner authorisation.
6. Following an email sent by the Respondent to PSB Alliance i.e Principal contractor on 07.08.2026, the Petitioner terminated the Service Agreement on the same date and invoked arbitration under Section 21 of the Arbitration and Conciliation Act, 1996¹ on 08.08.2026.

¹ “the Act” hereinafter



7. The Petitioner has thereafter, filed the present petition under Section 9 of the Act, seeking interim protection, including the preservation and return of data, source code credential and documents restrained against misuse or disclosure of confidential information and unauthorised dealings with PSB Alliance or other End Users and security in respect of its monetary claims pending constitution of the Arbitral Tribunal.

8. Issue notice.

9. Mr. Jay Kansara, learned Counsel has accepted notice on behalf of the Respondents.

10. At this stage, Mr. Nitin Rai, learned Senior Counsel appearing for the Respondent has made a statement at Bar that Respondent shall maintain all confidentiality related to data and other information in terms of the agreement.

11. Learned Senior Counsel appearing for the Respondent submits that the Respondent has no objection to the disputes being referred to arbitration by appointment of the Learned Sole Arbitrator.

12. Learned Counsel appearing for the parties jointly submit that the present petition under Section 9 of the Act may be treated as an application under Section 17 of the Act to be decided by the learned Sole Arbitrator.



13. In view of the consent of the parties, Mr. Justice Ashok Bhushan (Retd.), Judge, Supreme Court [Mobile No. 9910428111] is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties.

14. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

15. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

16. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

17. The Registry is directed to send a receipt of this order to Mr. Justice Ashok Bhushan (Retd.), Judge, Supreme Court, learned Arbitrator through all permissible modes including email.

18. At this stage, learned Senior Counsel appearing for both the parties submit that they are willing to subscribe to the mediation



process for amicable settlement.

19. Acceding to the same, the matter is referred to Delhi High Court Mediation and Conciliation (*SAMADHAN*) with the aspiration that mediation process will be concluded within four weeks and the parties are directed to appear in person or through their authorized representative along with their respective Counsel before the Mediation Centre on 18.08.2026.

20. The learned sole arbitrator shall enter reference within a period of three weeks from 18.08.2026, in case settlement or mediation talks are failed.

21. In case, if there is no settlement arrived at between the parties, they will go before the learned Arbitrator.

22. Both parties are at liberty to file application under Section 17 of the Act before the learned Arbitrator.

23. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 13, 2026/at