

## COMMERCIAL DISPUTES RESOLUTION | ARBITRATION

### COMMERCIAL DISPUTES | HIGH COURT

(TOP 10 MATTERS)

- 1. Micromax Informatics Ltd. & Anr. v. Shenzhen Oneplus Technology** 2014 Delhi High Court

**Client:** Cyanogen/ Nishith Desai Associates (Delhi & US)

**Dispute:** Contractual dispute, Cyanogen Mod already had arrangements with Shenzhen OnePlus Technology in over 16 jurisdictions, except in India, where Cyanogen entered arrangement with Micromax Informatics Ltd. for development of software. This was challenged by Shenzhen as breach of contract encompassing misuse of intellectual property.

<https://indiankanoon.org/doc/110089952/>  
<https://economictimes.indiatimes.com/tech/hardware/delhi-high-court-lifts-ban-on-sale-of-oneplus-handsets/articleshow/45632247.cms>

**Contribution:** Convened briefing for clients and senior counsels, developed arguments and attended court hearings.
- 2. Wipro v. State of Punjab & Anr.** 2017 P&H High Court

**Client:** Wipro Limited (briefed by Wipro GE legal team)

**Dispute:** Contractual dispute; Wipro had won the bid for a 5 years e-techno-contract, floated by the State of Punjab, to develop and launch software across the state. Government of Punjab, through its state arm, Excise and Taxation Technical Services Agency (ETTSA) terminated the Masters Services Agreement on breach of condition-precedent. Wipro launched a civil writ against ETTSA challenging termination on grounds of unfair termination.

<https://indiankanoon.org/doc/68681480/>  
<https://www.firstpost.com/business/biztech/punjab-selects-wipro-for-tax-management-solutions-1883481.html>

**Contribution:** Drafted petition, applications, convened client meetings, briefed senior counsels, co-ordinated all client communications and presented partial arguments in court.

**3. Invoyn Sverige Ab v. The Designated Authority &Anr.** 2016 Delhi High Court

**Client:** D.A. (Union of India)

**Dispute:** Invoyn Sverige challenged the Mid-Term Review by Designated Authority based on Anti –Dumping Regulations enforced in India.

**Contribution:** Single-handedly argued.  
<https://indiankanoon.org/doc/79759830/>

**4. Mahindra & Mahindra &Ors. v. Competition Commission of India (writ petition)** 2014 Delhi High Court

**Client:** Mercedes Benz India Pvt. Ltd. /briefed by AZB & Partners, Noida

**Dispute:** The CCI in its order had imposed a penalty of Rs2,554 crore on 14 Original Equipment Manufacturers (OEMs) for failing to sell spare parts in the open market. Petitioners challenged the constitutional validity of some of the sections of the Competition Commission of India Act, 2002 (CCI).

<https://www.livemint.com/Companies/bWtOy8trSbY2ksgUspovM/Mahindra-Tata-Motors-challenge-provisions-of-Competition-Ac.html>

**Contribution:** Developed arguments on CCI's conflict of interest in examining complaints against state-owned-enterprises over private companies and other ancillary arguments challenging the constitutional validity of some of the sections the CCI Act, 2002

**5. HCL v. State of Punjab** 2016 P&H High Court

**Client:** HCL India (Legal Team)

**Dispute:** HCL challenged State of Punjab's order blacklisting HCL from its list of service providers without giving proper hearing.

**Contribution:** Drafted petition, briefed senior counsel and appeared as a briefing counsel in court hearings.

<b>6.</b>	Vasan Healthcare Pvt. Ltd. v. GE Capital Services India (FAO (OS) (COMM) 12/2016)	2016	Delhi High Court
<b>Client:</b>	Vasan Healthcare		
<b>Dispute:</b>	Vasan had taken a loan facility from GE Capital, amounting to INR 100 Crores, for financing medical equipment's. The agreement had cross-default clause and cross-security inter-se all transactions (i.e. default under one agreement would be deemed to be a default under all agreements). 70 % payment outstanding had been returned and balance 30 % alongwith interest had been claimed by GE Capital and GE had brought out a claim under section 9, Arbitration and Conciliation Act, 1996.		
	<a href="http://www.mylegaladvisor.in/vasan-health-care-pvt-ltd-vs-ge-capital-services-india-on-24-may-2016/">http://www.mylegaladvisor.in/vasan-health-care-pvt-ltd-vs-ge-capital-services-india-on-24-may-2016/</a> <a href="https://zegal.in/judgement/vasan-health-care-pvt-ltd-vs-ge-capital-services-india-delhi-3935/">https://zegal.in/judgement/vasan-health-care-pvt-ltd-vs-ge-capital-services-india-delhi-3935/</a>		
<b>Contribution:</b>	Drafted revision petition and appeared as a briefing counsel in court hearings.		
<b>7.</b>	<b>Kuldip Singh v. Banarsee Das &amp; Ors. (execution petition)</b>	2015	Delhi High Court
<b>Client:</b>	Legal Heir to Kuldip Singh (Smt. Dipti Bansal)		
<b>Dispute:</b>	Parties entered into an Agreement to Sell, in 1980 and a fraction of the payment amount was paid and the balance amount was to be paid at the time of entering the sale deed. Thereafter, before proceeding to enter the sale deed as planned other legal heirs to the property started claiming their right over such property. This was an appeal against the execution petition presented by the Decree Holder.		
<b>Contribution:</b>	Drafted appeal against execution petition, briefed senior counsel, appeared during court hearings and prepared written arguments.		

<b>8.</b>	<b>M/s Sunshine India Pvt. Ltd. v. Bhai Manjit Singh (HUF) &amp; Ors. [C.S. (OS) No.2501/2011]</b>	2016	Delhi High Court
<b>Client:</b>	Bhai Manjit Singh (HUF)		
<b>Dispute:</b>	The case concerned an interim application filed by the Plaintiff for obtaining permit to raise construction on the suit property (in possession) pending decision in the suit for specific performance seeking performance of Agreement to Sell.		
	<a href="https://indiankanoon.org/doc/148560379/">https://indiankanoon.org/doc/148560379/</a>		
<b>Contribution:</b>	Drafted applications, convened client conferences, prepared arguments, appeared in court and assisted 3 senior advocates during hearings.		
<b>9.</b>	<b>Sankalp Consumer Products Pvt Ltd v. PepsiCo India Holdings Pvt Ltd &amp; Ors.</b>	2016	P&H High Court
<b>Client:</b>	PepsiCo India / J. Sagar Associates, Delhi Office		
<b>Dispute:</b>	Winding up petition filed against PepsiCo by Sankalp for a claim which was ultimately settled.		
<b>Contribution:</b>	Appeared for PepsiCo before Court hearings.		
<b>10.</b>	<b>Tigers Worldwide Pvt. Ltd. v. Mals Cargo Pvt. Ltd.</b>	2015	Delhi High Court
<b>Client:</b>	Mals Cargo		
<b>Dispute:</b>	In this winding-up petition, Cargo Expert Promotion Council had nominated Mals Cargo (Respondent) as its freight forwarding agent and handed over the goods to Tigers Worldwide (petitioner) for delivery, however goods never reached the desired destination. Tigers Worldwide filed for criminal complaints against Mals Cargo for cheating and fraud.		
<b>Contribution:</b>	Drafted reply, attended mediation proceedings and presented arguments before the Court.		

**ALTERNATE DISPUTES RESOLUTION | ARBITRATION | PRE-ARBITRATION**

(TOP 5 MATTERS)

- 1. Ravinder Kumar v. M/s DSC Ltd. &Ors** 2018  
**Client:** DSC Ltd. (In-house team) Justice R. Bhalla (retd.)  
**Dispute:** Matter relating to construction company regarding payment of disputed work orders raised upon the DSC Ltd. and its group companies.  
**Contribution:** Drafted statement of defence, conducted examination-in-chief, cross-examination and presented arguments.
- 2. Shiv Shankar Construction Co. v. DSC Ltd.** 2018  
**Client:** DSC Ltd. (In-house team) Justice V.K Jhanji (retd)  
**Dispute:** Construction dispute regarding outstanding payments under construction contracts against invoices raised upon DSC Ltd. without completion certificates and disputed work orders.  
**Contribution:** Drafted statement of defence, conducted examination-in-chief, cross-examination and presented arguments.
- 3. Smt. Shakuntla Educational & Welfare Society &Ors. v. SE Investments Limited** 2015  
**Client:** Smt. Shakuntla Educational & Welfare Society, M/s Galgotias Hotels & Resorts Private Limited, M/s Galgotia Publications Private Limited. Justice R C Chopra (retd)  
**Dispute:** Society failed to repay the loans in terms of the loan agreements entered into between the parties. The Guarantors failed to discharge the liability, loans carried an interest at the rate of 26% p.a. flat, to be paid in 23 equal monthly instalments (EMIs) and a late fee of INR 2 per thousand per day was also payable.  
**Contribution:** Prepared arguments, convened client conferences and attended arbitration proceedings.
- 4. Tycoon Events & Promotions Pvt. Ltd. v. Paras Build Tech India Pvt. Ltd. &Ors.** 2016

**Client:** Landowners (Mr. Jaspal Singh & Mr. Kamaljeet Singh) Justice A. Kumar (retd.)

**Dispute:** Under Tripartite Agreement and Collaboration Agreement, among Paras Build Tech ('Developers'), Tycoon Events and Promotions ('Licensee-cum-Operator') of the 'Paras Downtown Square Mall' Chandigarh ('Mall'/ Premises) and the Land Owners (Respondents 2 & 3), the land owners were to receive income/ profits to the extent of their shares and also receive License Fee. Dispute among the Licensed Operator and Developer over payment of fee and maintenance charges payable under separate agreements and collaboration agreements.

**Contribution:** Attended hearings and drafted application for mis-joinder of parties, reply to applications and advanced oral and written arguments.

**5. Frick India Pvt. Ltd. v. MP MSME Facilitation Council &Ors.**

2015

**Client:** Frick India (In-house team) & Vaish Associates, Delhi

MP High Court  
& MP MSME  
Facilitation  
Council (FC)

**Dispute:** The case involved whether Micro, Small, Medium Enterprises Development Act, 2006 (MSME Act) was applicable to outstanding claims under the work contract for Maintenance of air conditioning / refrigeration plant. Frick India was formed in 2002 before the MSME Act 2006 had come into force (before 2006).

The Madhya Pradesh (MP) MSME Facilitation Council had issued orders depriving Frick India payments due under agreements for services despite issuance of Completion Certificate. Respondents had filed Entrepreneur Form (EM) before District Trade & Industries Centre, Jabalpur, without work acknowledgement.

**Contribution:** Developed arguments and convened client conferences.

## COMMERCIAL DISPUTES| SUITS | COMPLAINTS

### DISTRICT COURT & CONSUMER FORUMS

(TOP 10 MATTERS)

1. **Radian Technologies Pvt. Ltd. v. Wipro GE Healthcare Pvt. Ltd.** 2017 District Court, Chandigarh

**Client:** Wipro GE Healthcare (legal team)

**Dispute:** Contractual dispute seeking compensation for wrongful termination and losses incurred.

**Contribution:** Drafted written statements to Plaintiff, developed and advanced arguments.
  
2. **ACME Medical Service Pvt. Ltd. v. Wipro GE Healthcare Pvt. Ltd.** 2017 District Court, Chandigarh

**Client:** Wipro GE Healthcare (legal team)

**Dispute:** Contractual dispute seeking compensation for wrongful termination and losses incurred for directly supplying medical equipments to the medical authorities.

**Contribution:** Drafted written statements to Plaintiff, developed and advanced arguments.
  
3. **Suzuki Motorcycle India Pvt. Ltd. & Anr. v. Nagana Roadlines.** 2016 District Court, Gurugram

**Client:** IFFCO-Tokio General Insurance (Legal team)/ Plaintiff No. 2)

**Dispute:** An agent was entrusted with carrying out transportation of goods from Mumbai to Gurgaon, and these goods were delivered in damaged condition. Decree for recovery of the amount towards the value of goods along with penalty and interest were prayed for by way of the said suit.

**Contribution:** Drafted the suit and appeared before district court Gurugram for hearings.
  
4. **Richi Rich Agro v. State Bank of India and Ors.** 2018 District Court

**Client:** Qatar National Bank (in-house team)/Defendant No. 5

**Dispute:** Richi Rich Agro had contracted to sell an ascertained quantity of rice and the buyer had issued a letter of credit for the said purpose. The letter of credit was to be active only after receipt of Performance Bond for 10% of the Letter of Credit, subsequently the buyer sought amendment in the performance guarantee submitted by the complainant. The defendant later asked the Qatar National Bank to furnish the Central Tender Committee Notification, stating the non-compliance of the supplied quantity or specifications as per guarantee terms and conditions. Failing to furnish the same, the defendant denied payment to the complainant and the same was pressed in this case.

**Contribution:** Attended Court hearings in Gurugram and presented arguments.

5. **Core Logistic Pvt. Ltd. v. M/s Oshnic Crop ScienceLtd. & Ors** 2017 District Court, Chandigarh

**Client:** Core Logistic Pvt. Ltd.

**Dispute:** Bulk Cheque bouncing cases filed against defaulters in Madhya Pradesh

**Contribution:** Drafted complaints, argued before Magistrate's Court.

6. **Fastrack Communications v. Sanjay Dhawan** 2017 District Court, Chandigarh

**Client:** Fastrack Communication (legal team)

**Dispute:** Sanjay Dhawan filed a suit for recovery for the outstanding salary amount and Fastrack had appealed the order as it claimed it was a case of dual employment by Mr. Sanjay Dhawan. This was an appeal against the said order setting-up a case of dual employment and challenging the order under suit for recovery.

**Contribution:** Argued case and filed applications bringing evidence on record.



<b>7.</b>	<b>Kintetsu World Express Pvt. Ltd. v. Blue Marine Freight Forwarders Pvt. Ltd.</b>	2015	District Court, Saket, Delhi
<b>Client:</b>	Kintetsu World Express India (KWE; Legal team)		
<b>Dispute:</b>	Disputes related to default committed by Blue Marine against payment of invoices raised by Kintetsu. Suit for recovery of amount.		
<b>Contribution:</b>	Prepared drafts and argued before the court.		
<b>8.</b>	<b>Navin Kaushik v. Tara Jewellers &amp; Anr.</b>	2016	District Consumer Forum, Chandigarh
<b>Client:</b>	Gitanjali Jewellery Retail Limited (GJRL; Legal team)/ Opposite Party No. 2		
<b>Dispute:</b>	Represented the GIJRL the franchisor in the consumer complaint against the consumer for failure to receive payment under Swarna Mangal LabhFree Gold Coin Offer Scheme, rolled out in 2012.		
<b>Contribution:</b>	Drafted reply and represented the GJRL before the Forum.		
<b>9.</b>	<b>Ajay Kumar Yadav v. Pernod Ricard India Pvt. Ltd. &amp; Anr.</b>	2017	District Consumer Forum, Chandigarh
<b>Client:</b>	Pernod Ricard India Pvt. Ltd.		
<b>Dispute:</b>	Foreign particle found in the bottle of Blender's Pride Whisky 750 ML, and the consumer Ajay Kumar, brought a case against the manufacturer and the concerned vendor.		
<b>Contribution:</b>	Drafted reply, affidavits, led evidence and advanced arguments.		
<b>10.</b>	<b>Dr. J K Sharma v. Wipro GE Healthcare Pvt. Ltd.</b>	2018	Distt. Consumer Forum Hoshiarpur, Punjab

Client: Wipro GE Healthcare

Dispute: Claim brought against Wipro Healthcare for deficiency in services for not provided with timely training and technical know-how regarding the use and maintenance of the instruments in the clinic of the Complainant. Claim for recovery of amount spent and mental loss and harassment.

Contribution: Drafted reply, filed applications and presented arguments