



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 11339 OF 2024
IN
SUTT (L) NO. 11338 OF 2024

Mohini Satyendra Sharma

...Applicant

In the matter between

Mohini Satyendra Sharma

...Plaintiff

Vs.

Priya Saggi & Ors.

...Defendants

Adv. Gauraj Shah a/w Akshay Sawant and Ashmita Poojary i/by I. V. Merchant & Co. for the Plaintiff.

Adv. Sarthak Shah a/w Pritesh R. i/by Sarthak Shah & Associates for Defendant Nos.1, 2 and 26.

Adv. R. Bhatt i/by Padmaja Malgaonkar for Defendant No.6.

Adv. Rushikesh H. Salkar a/w Rohit G. Kadam for Defendant No.9.

Adv. Chirag M. Unadkat for Defendant No.11.

Adv. Govind Solanke for Defendant Nos.13, 15 and 17.

Adv. Advait Tamhankar for Defendant No.20.

Adv. Vishakha Parikh a/w Yashodhara Roy i/by Hammurabi & Solomon Partners for Defendant Nos.29 and 30.

Adv. Manas Kotak a/w Dhruv Dandekar i/by Shardul Amarchand Mangaldas & Co. for Defendant No.38.

Adv. C. Keswani i/by ELP for Defendant No.39.

CORAM : ARIF S. DOCTOR, J.

DATE : 20TH SEPTEMBER, 2024

P.C.:-

1. The matter was moved today seeking urgent ad interim relief against Defendant No. 3, one Mrs. Sherry Singh.

2. Mr. Shah, Learned Counsel for the Plaintiff, places reliance upon an Affidavit of Service dated 19th September 2024, to prove service upon Defendant No. 3 of the Interim Application and as also of today's listing. On perusing the Affidavit of Service, I am satisfied that Defendant No.3, has been served, despite which she has chosen not to appear today and oppose the application.

3. Heard Mr. Shah, Learned Counsel for the Plaintiff. Mr. Shah submits that the Plaintiff is the sole proprietor of "*Mrs. India Inc.*," which is engaged in sponsoring, promoting, and conducting pageants under the brand name "Mrs. India". The Plaintiff's work involves training, grooming, and mentoring married women who seek to participate in the Mrs. India pageant. He submits the Plaintiff holds franchise licenses and authorizations from various international pageants such as Mrs. World Inc., Mrs. Globe, Mrs. Earth, Mrs. Galaxy, and International Summit for the territory of India.

4. He then invited my attention to the Terms and Conditions which govern those contestants/participants who participate in the Mrs. India pageant and submits that the same bind and govern all such participants, including Defendant No.3. From the said Terms and Conditions, he places special emphasis upon the following clauses, viz.

"xxviii. Participant agrees and acknowledges that a Participant if selected as winner of the Pageant organized by Mrs. India Inc shall not participate or

become a part of any other pageant during the tenure of her association with Mrs. India Inc in any manner whatsoever.

xxxi. In the event the Participant is selected as a winner of the National Finale, winner will continue to hold the said title of Mrs. India World and Mrs. India Galaxy granted only for a year until the successor is crowned. Further, the Winner shall be considered to be a former queen forever / for next 5 (five) years or till these terms and conditions is in full force and effect.

xlvi. Participant agrees and acknowledges that during the Pageant (commencing from the registration for the Pageant) and/or in the event of winning the National Finale, no Participant and/or Winning Participant (including the Runners up) shall be associated with any other pageant as a mentor, judge or even as a participant for a period of 5 (Five) years, failing which it shall be considered to be a material default on the part of such Participant of these Participant Terms and Conditions and such winning Participant shall return all prizes, sub-titles, titles, crowns and sashes to Mrs. India Inc in the condition which it was bestowed to the Winning Participant. Further, such defaulting Participant shall be liable and responsible to pay liquidated damages amounting to Rs. 5,00,000/- (Rupees Five Lac only)"

5. Mr. Shah submits that Defendant No.3 had admittedly won the title of "Mrs. India Inc." in the year 2023 and thus, as per the aforesaid clauses, would be precluded from participating in any other pageant without the express consent of the Plaintiff. Mr. Shah submits that it is the Plaintiff who has invested in training, grooming, and mentoring the participants and thus, any future participation in any pageant cannot be without the inclusion/consent of the Plaintiff. He submits that such participation without including/seeking the

Plaintiff's consent would deprive the Plaintiff, the Plaintiff's share in any remuneration/prize money/publicity to which the Plaintiff would also be entitled.

6. Mr. Shah then invites my attention to the order dated 25th April 2024 passed by this Court in these very proceedings and pointed out that this Court had on that date, not granted interim relief only on the ground that the application was made belatedly at the 11th hour, but had expressly noted as follows, viz.

"2 The learned Senior Counsel Mr. Kamath however, is justified his submission that in the wake of the terms and conditions attached to the participation of the respondents, and in the wake of specific clauses in the form of negative covenant, he has right to enforce the same."

7. Mr. Shah then pointed out that Defendant No.3 though having been granted ample opportunity to file an Affidavit-in-Reply to the Interim Application, had not done so since April, 2024. He also placed reliance on the affidavit dated 20th September, 2024 in which it is set out that it had now come to the notice of the Plaintiff that Defendant No.3 i.e. Mrs. Sherry Singh was going to participate in a third party beauty pageant i.e. Mrs. Bharat Universe 2024 which is scheduled to be held in South Korea from 2nd October, 2024 to 9th October, 2024. He pointed out that Defendant No.3 was also intending to travel for participation and training on 26th September, 2024, which was also in breach of the said Terms and Conditions. It was thus that Mr. Shah submitted that the Plaintiff was entitled to interim relief in terms of prayer clause (a) of the Interim

Application, since Defendant No.3 was acting in breach of the Terms and Conditions.

8. Having heard Mr. Shah as also having gone through the Terms and Conditions relied upon and the order dated 25th April, 2024 which records that the Plaintiff would have a right to enforce the negative covenant contained in the Terms and Conditions which formed the agreement between the parties, I am satisfied that the Plaintiff has made out a *prima facie* case for the grant of ad interim relief. This is more so, since Defendant No.3 Mrs. Sherry Singh though served has chosen not to appear today. Also, since Defendant No.3 despite being granted time to file an Affidavit-in-Reply since April, 2024 has chosen not to do so. Hence, there is today no contest and/or dispute to the case as pleaded by the Plaintiff and to Defendant No.3 being bound by the negative covenants contained in the Terms and Conditions as extracted above. Hence, I see no reason why interim relief should not be granted in favour of the Plaintiff as prayed for in prayer clause (a) which reads thus:-

"a. pending the hearing and final disposal of the present suit, this Hon'ble Court, be pleased to pass an order of temporary injunction, against the against Respondent Nos. 1, 3, 4, 9, 10, 20, 26 and 28 in participating in any of the Pageant that is being organized either by Respondent No. 26, 29 and 30 and/or any other third partie/s through themselves, their agent/s, representative/s, successors and assigns either organized in India and/or Outside the territorial jurisdiction of India;"

It is clarified that this order shall apply only to Defendant No.3 since the Application, today was not pressed against the other Defendants, who have sought an extension of time to file their replies.

9. Additional Affidavit has been taken on record. Replies to be filed within a period of two weeks from today.

10. Stand over to 18th October, 2024.

(ARIF S. DOCTOR, J.)