



2026:DHC:3453



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 22nd April, 2026**

+ CS(COMM) 52/2026 & I.A. 1537/2026

MIKROZ INFOSECURITY PRIVATE LIMITEDPlaintiff

Through: Mr. Jitendra Chaudhary and Ms.
Shilpa Chohan, Advs.

Mob: 9810494638

Email: juris_consult@rediffmail.com

versus

MICROWORLD SOFTWARE SERVICES PVT LTDDefendant

Through: Ms. Askini Shokeen and Mr. Aryan
Shokeen, Advs.

Mob: 8851056561

Email: advaryanshokeen@gmail.com**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):****I.A. 1537/2026**

1. The captioned suit has been filed seeking a decree of specific performance, thereby, directing the defendant to perform its obligations for all concluded tenders, in which, the plaintiff has already received purchase orders from different entities.

2. By way of the present application, the plaintiff seeks directions to the defendant for performance of its obligations for supply of the software licenses/keys, wherever, there are concluded tenders and contracts in favour of the plaintiff.

3. Learned counsel appearing for the plaintiff submits that the defendant is an Original Equipment Manufacturer ("OEM") involved in the business of providing security solutions, such as advanced antivirus softwares.

4. The business model/commercial relationship between the plaintiff and



the defendant has been that the plaintiff has been purchasing the software licenses for antivirus softwares from the defendant, and thereafter, supply the same to various government authorities by participating and being successful in the said tenders.

5. Learned counsel appearing for the plaintiff submits that before participating in any tender, the plaintiff has correspondence with the defendant and opportunity and deal lock would be finalized before the tender, so that, in case the plaintiff participated in any tender for the software license of the defendant, the deal between the plaintiff and defendant was already final even before entering into the tender.

6. Learned counsel appearing for the plaintiff further submits that whenever the plaintiff participated in a tender, after opportunity and deal lock with the defendant, and obtained purchase order, the plaintiff would issue purchase order of similar quantity with the defendant. Upon receipt of the software licenses from the defendant, the plaintiff would further supply the software licenses to the entities with whom the plaintiff entered into contract.

7. Learned counsel appearing for the plaintiff submits that the plaintiff has never defaulted in any payments to the defendant and has always made the payments, as per the contract between the plaintiff and defendant.

8. He submits that the defendant has now issued a termination letter dated 23rd June, 2025 on the ground that the plaintiff is earning much higher profit margins than the profit margins actually being earned by the defendant, who is the actual manufacturer of the software.

9. Learned counsel appearing for the plaintiff draws the attention of this Court to the table, as provided in the plaint, which is reproduced as under:



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	Customer Name	DealReg eMail Date	Confirmation Received	PO/Tender Status	Contract Term	Repeat Order Expected
1.	The Indian Army					
a.	Nemasis					
b.	AHCC	01.06.2022	01.06.2022	Disqualified by AHCC for the tender bid on 28.08.2025 on account of the defendant writing an email stating that the Manufacturer Au-		
				thorization Form (MAF) submitted by the Plaintiff in support of the bid have not been issued by the Defendant		
c.	The Infantry School, Mhow	14.08.2024	14.08.2024	Tender out after termination eMail; eScan did not bid.		
2.	Gautam Buddha University	22.03.2024	22.03.2024	Tender canceled		
3.	SAIL	25.10.2024	28.10.2024			
4.	NEEPCO	04.07.2024	05.07.2024	PO Recd.	20.02.2025-24.02.2028	600 (pro-rata, April 2026).
5.	CAG	27.12.2024	27.12.2024	Worked on the tender but customer closed S1 /w NIC.		
6.	National Centre for Biological Sciences	25.02.2025		E-scan bid directly		
7.	CVPPPL	27.05.2024	27.05.2024	PO Recd.	16.04.2025-23.04.2028	600+ expected before March 31st, 2026.
8.	NHPC	10.05.2023	11.05.2023	PO Recd.	21.03.2024	500 expected in



						September 2025, pro-rata.
9.	Directorate of Standardisation	01.03.2025	03.03.2025	Compliance mismatch suggested - Maya OS (L1 other OEM, I2 supported by eScan).		
10	NTPC SAIL Power Company Ltd (NSPCL)	30.05.2024	30.05.2024	Tender out after termination eMail; eScan has won it.		
11	ESIC	17.03.2025	17.03.2025	Tender in progress		
12	The Indian Navy (for EDR & VA/PT-Nemasis, 2 different solutions)	28.01.2025	28.01.2025	Tender out after termination eMail; open for bidding		
13	Greenlam	31.03.2025	31.03.2025	Open		
14	ICAR					
a	ICAR	03.01.2025	03.01.2025	Tender in progress		
b	ICAR-IASRI	13.05.2025	No confirmation	Tender out but not progressed		
15	DGH	23.01.2025	23.01.2025	eScan closed the order, but all the ground work was done by plaintiff		

10. By referring to the aforesaid table, learned counsel appearing for the plaintiff submits that the entities at *Serial Nos. 4, 7 and 8*, as aforesaid, have already issued purchase orders to the plaintiff. Further, the plaintiff has already partially supplied the quantities to the said entities, i.e., the initial number of software licenses.

11. He submits that as per the purchase orders issued in favour of the plaintiff, the said entities are entitled to place repeat orders. For this purpose, learned counsel appearing for the plaintiff has drawn the attention of this



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Court to the purchase orders, which are on record, which contain the covenant that for the period of the contract, the plaintiff will not only supply software licenses, but will also maintain the same for the continuation of the contract.

12. Further, the plaintiff is also enjoined to supply the software licenses of additional quantities, as and when, such demand is raised by the said entities.

13. For this purpose, learned counsel appearing for the plaintiff has handed over to this Court an E-mail dated 02nd April, 2026, received from an entity called NEEPCO Ltd., with whom the plaintiff has a contract, wherein purchase order has already been issued in favour of the plaintiff. The said E-mail dated 02nd April, 2026, is reproduced as under:

4/22/26, 8:49 AM

Mikroz InfoSecurity Pvt. Ltd. Mail - Requirement of additional eScan EDR Licences



Kanika Sharma <kanika@mikrozol.com>

Requirement of additional eScan EDR Licences

'Hitendra Kumar Sharma' via OpsCoord <OpsCoord@mikrozol.com>

Thu, Apr 2, 2026 at 1:20 PM

Reply-To: Hitendra Kumar Sharma <hitendra@neepco.co.in>

To: rakesh <rakesh@mikrozol.com>

Cc: Himanshub <himanshub@mikrozsecurerelay.in>, opscoord <opscoord@mikrozol.com>, Dhruvajyoti Medhi <djmedhi@neepco.co.in>, Madonna Grace Maibaniang <madonnagrace@neepco.co.in>, Amarjyoti Balshya <amarjyoti@neepco.co.in>

Dear Sir/Madam,

Please refer to NEEPCO's PO bearing No. 3700012373 dated 12/02/2025 and GoM Bid No. GEM/2024/B/5598470 dated 12/11/2024 for procurement of 750 numbers of eScan EDR end point security software.

NEEPCO requires some more licenses of eScan EDR software which is going to be processed soon. The approximate number of licenses required is 350.

As per "Other Terms & Conditions" no.1 of Section IV (Technical Specifications) of the Bid Document against GoM Bid No. GEM/2024/B/5598470 dated 12/11/2024, "During the subscription period, the buyer may opt to procure any number of additional licenses of the software depending on the requirements. In such a case, the bidder must supply the licenses at the same rate as quoted in the bid".

Therefore, we request you to reconfirm if you are ready to supply the licenses at the same price as fixed against the said GEM Bid and the subsequent PO issued to you.

Please reply at an early date.

Thinking you.

Regards,

H. K. Sharma, GM (Tech), IT
NEEPCO Ltd.

Mobile : 94363-35160



14. By referring to the aforesaid, learned counsel appearing for the plaintiff submits that the said entity has requested for supply of additional licenses. Further, in case, the defendant does not supply the software licenses to the plaintiff, the plaintiff would face various penalties, like blacklisting, risk and cost, liquidated damages and forfeiture of the performance guarantee.

15. He, thus, submits that for the purposes of the interim application, the plaintiff is only praying that with respect to the aforesaid three entities, the defendant continues to not only provide maintenance services, but also additional licenses, as and when such demand is received by the plaintiff.

16. In response, learned counsel appearing for the defendant submits that the plaintiff is guilty of various fraudulent activities. She submits that the plaintiff, being an ex-army man, had approached the defendant for the purpose of supply of software licenses.

17. She submits that the plaintiff had made a representation to the defendant that he was facing losses. Thus, the licenses were provided to the plaintiff at a very low rate of Rs. 396/- per license.

18. She, however, submits that it was later discovered by the defendant that the plaintiff was supplying the same license at a sale price of Rs. 1997/- to different entities. Thus, the defendant has suffered losses.

19. Learned counsel for the defendant further submits that maintenance services *qua* the software licenses, which the defendant has already supplied to the plaintiff, are being supplied by the defendant to the plaintiff.

20. At this stage, learned counsel appearing for the plaintiff submits that the plaintiff is ready to sit with the defendant for this purpose.

21. Having heard learned counsels appearing for the parties, this Court notes that the issue before this Court is the plea of the defendant of receiving



lesser amount of license fee and having lesser profit margin than the plaintiff in view of the higher amount at which the plaintiff is selling the software license after obtaining the same at a low cost from the defendant.

22. This Court also takes note of the plea of the defendant that on account of the lesser price, at which the license is being supplied by the defendant to the plaintiff, their profit margin is very less and they are suffering losses on that account.

23. Accordingly, considering the submissions made before this Court and in view of the contractual covenants between the plaintiff and the defendant, and also on account of the fact that the plaintiff already has received purchase orders from three entities, a *prima facie* case has been established by the plaintiff. Further, balance of convenience also lies in favour of the plaintiff. Additionally, prejudice/irreparable harm shall be caused to the plaintiff in case interim relief is not provided in favour of the plaintiff.

24. Thus, in view of the submissions made before this Court, it is directed that for the three entities, i.e., at *Serial Nos. 4, 7 and 8* as mentioned in the aforesaid table, the defendant shall continue to provide the maintenance services for the licenses already provided to the plaintiff.

25. Further, in case, the plaintiff receives any further demand for supply of software licenses from the aforesaid entities at *Serial Nos. 4, 7 and 8* of the aforesaid table, the defendant shall supply the same to the plaintiff.

26. It is clarified that the amount to be received by the defendant for the supply of additional demands, as raised by the plaintiff, shall be subject to the outcome of the present suit or any settlement talks between the parties.

27. Considering the fact that the issue between the parties is of a commercial nature, wherein, the defendant is expecting a higher amount of license fee from the plaintiff, this Court is of the view that the parties can sit



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together and try to resolve the matter.

28. Accordingly, with the consent of the parties, the matter is referred to Delhi High Court Mediation and Conciliation Centre, to be listed before the Mediator on 04th May, 2026.

29. With the aforesaid directions, the present application stands disposed of.

30. List before the Court on 04th August, 2026.

31. A copy of this order shall be sent to the Delhi High Court Mediation and Conciliation Centre, forthwith.

APRIL 22, 2026/ak

MINI PUSHKARNA, J