



Neutral Citation Number: [2026] EWHC 1294 (Comm)

Case No: CL-2025-000549

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT (KBD)

The Rolls Building
7 Rolls Building
Fetter Lane, London
EC4A 1NL

Date: 17 April 2026

Start Time: 10.48 Finish Time: 11.29

Before:

MR JUSTICE ROBIN KNOWLES CBE

Between:

INNOVERV GLOBAL SOLUTIONS LIMITED

Claimant/Applicant

- and -

ANINDYA MITRA

Defendant/Respondent

MR ASHLEY CUKIER (instructed by **Withers LLP**) appeared for the **Claimant/Applicant**

THE DEFENDANT/RESPONDENT did not appear and was not represented

Approved Judgment

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MR JUSTICE KNOWLES:

1. Today the claimant seeks the committal of the defendant for alleged contempt of this court. The contempt is said to comprise breaches of orders made by this court in exercising its powers to grant injunctive relief where that is necessary to enforce a bargain between parties over the jurisdiction to be used where a dispute arises between them. The defendant has not appeared today. With the assistance of submissions from the claimant by Mr Cukier of Counsel, I have considered whether to proceed in the defendant's absence and, for reasons separately given, I have concluded that I should.
2. With the assistance of the skeleton argument prepared by Mr Cukier, the court has been able to read the relevant materials and consider the claimant's arguments in advance of this oral hearing. The skeleton argument of the claimant, especially in a case of this nature, where contempt is alleged and sanctions are sought accordingly, will remain on the record and is publicly available for any interested person to see. That is the best means of seeing the presentation by the claimant. Rather than include a summary of that presentation from myself, I shall confine myself to the matters that cause me to resolve the application in the way that I do.
3. A dispute of a commercial nature has arisen between the claimant and the defendant. At its heart is a shareholders' agreement and the actions of the parties in that connection. The shareholders' agreement, which is in writing, contains a clause by which the claimant and the defendant agreed that in the event of a dispute between them, that dispute should be resolved by the English court. The relevant clause is an exclusive jurisdiction clause and the course of this matter shows that its compass is fully understood by both claimant and defendant.
4. The claimant, faced with attempts from the defendant to proceed before the courts of India, has sought antisuit injunctive relief from this court. As is well understood and deserves always emphasis, that type of injunctive relief is in no way directed to another court, in this case the Indian court. It is directed to the defendant because it is to do with the defendant's agreement with the claimant. The defendant agreed that if there was a dispute, the dispute would be dealt with in a particular way. The court uses its powers against the defendant, where appropriate, to ensure that agreements are upheld.
5. In the event, anti-suit relief was granted to the claimant by both Foxton J (as he then was) for an interim period, and then on a return date by Henshaw J on a final basis. The order made by Foxton J was on 12 December 2025 and it provides at paragraph 2 as follows:

“2. Until after 4.30 on 16 January 2026, or further order in the meanwhile in the English Proceedings:

- a. The Defendant shall be restrained until further order from pursuing, continuing, taking any steps in or otherwise participating in the Indian Proceedings, save where required in order to give effect to this Order.
- b. The Defendant shall not commence pursue, or assist or procure the pursuit of any proceedings relating to the Dispute, or relating to the matters the subject of the Indian Proceedings, in

any court or tribunal other than the High Court of England and Wales.”

6. The order made by Henshaw J, making final anti-suit injunctive relief, was in these terms on 16 January 2026 as follows:
 - “(2) The defendant is restrained from pursuing, continuing, taking any steps in, or otherwise participating in the Indian proceedings, save where required in order to give effect to this order;
 - (3) The defendant shall not commence, pursue, assist, or procure the pursuit of any proceedings relating to the dispute, or relating to the matters the subject of the proceedings in any court or tribunal other than the High Court of England and Wales.”
7. Let me make clear that if the facts of the case had, if one can put it this way, been reversed and the parties had agreed on exclusive jurisdiction of the Indian court, and it was to the English court that a party sought to bring matters in breach of that agreement that it should be the Indian court, and the Indian court had made an injunctive order of this nature in order to enforce the agreement in favour of Indian jurisdiction, then (generally speaking) the approach to be expected would be precisely the same as the one that I take today, which is to enforce the agreement of the parties.
8. The two orders made by Foxton J and Henshaw J were followed at relevant dates by a series of actions on the part of the defendant to do exactly what he had been enjoined not to do. Those matters are set out in the application and I find that the breaches of the injunctions alleged are made out.
9. In particular, on 18 December 2025, the defendant filed an application in the court of Alipore in India. (In making that application, he expressly referred to the order of Foxton J.) On 14 January 2026, the defendant filed a memorandum of appeal in the court of Alipore.
10. At a hearing on 14 January 2026, the court in Alipore adjourned the matter to a return date of 30 January. By then, of course, the order of Henshaw J had been made. On 21 January 2026, the defendant filed a further application in the court in India and that application itself, in fact, expressly referred to the order of Henshaw J that it was breaking.
11. On 23 January 2026, the defendant lodged what is described or termed as a caveat before the court of Sealdah in India. On 30 January 2026, the defendant appeared before the court of Alipore in India. An appeal came before the court of Alipore on 2 February 2026 and the defendant filed further documents in advance of that hearing. His counsel made, in India, submissions at that hearing.
12. The summary of engagement brought about by the defendant in the Indian courts that I have given sufficiently demonstrates the actions that are in breach of this court’s orders. When this court made its injunctive orders, it made clear that the consequence of non-compliance could include proceedings for contempt and the sanctions that can follow those proceedings.
13. It is clear that the defendant had knowledge of the orders of this court when taking the steps in India that I have described. I have, for example, mentioned where he expressly referred to the orders of this court in his engagement in India. It is also clear in the present case that the defendant, I find, knows that what he has done is a breach of this court’s orders.

14. Approaching the matter by reference to the criminal standard of proof - that is, that matters are required to be established beyond reasonable doubt - I am entirely satisfied that the allegations of contempt have been made out, and I will order accordingly.
15. I will turn next to the question of penalty. I have indicated that I would welcome any assistance from Mr Cukier on any parallels as a matter of current sentencing practice, although this is the type of matter that comes before this court not infrequently.
16. I indicate now that I am satisfied that it is appropriate to proceed now to penalty rather than adjourn the matter for the defendant to make submissions on penalty. The defendant has had the opportunity to do that. When I deal with the question of penalty, I shall, of course, deal with the question of the opportunity the defendant has to approach this court at a later date, to ask the court to look at the matter further, and hear any apology, and invite the court, if he is so minded, to allow him to purge his contempt.

L A T E R

17. I now turn to question of sentence for the contempts with which the court is concerned. There is a clear case here of repeated and continuing contempt, deliberate in the full sense of the word, and no excuse is given. The defendant adheres to his position that this court has no jurisdiction, but that is an argument that he has lost, and he needs to come to terms with that. The factors that have been considered in the authorities have been helpfully traversed in argument by Mr Cukier at my invitation. A fundamental point, of course, is that this type of repeated and deliberate non-compliance strikes at the administration of justice. That is something that is important to appreciate.
18. The conclusion that I have had to reach is that only a sentence of imprisonment is appropriate. I shall confine the length of that sentence to the shortest time that is appropriate. I have reached the conclusion that the sentence I shall pass is not one that I should suspend. There are no particular circumstances before the court that would commend the court suspending the sentence of imprisonment that it must pass.
19. The period of time that I consider appropriate is one of twelve months.
20. I do propose to take the course, that in some of the authorities the court has done, and without binding either this court or any other court on any future occasion, of indicating the following. In the event that the defendant was to approach the court promptly, with assurances of rigorous compliance with this court's orders from now on, and was to make every effort to remedy what has been done in breach of those orders, I would anticipate that as much as one half of the sentence of imprisonment I have indicated would be an element of the sentence that the court might be persuaded should be foregone in the light of those developments.
21. As I say, I do not bind any future court, and it may be that a court considers that less of a reduction would be appropriate. It may be that a court would consider, having heard the defendant, that more of a reduction would be appropriate. That is a matter that lies ahead, but it is probably in the present case helpful if I indicate that a very material part of the twelve-month sentence is one that can be looked at again if the defendant takes the steps that I have indicated.

L A T E R

22. I make an order for costs in the sum of £87,500. That is inclusive of VAT as per the schedule.

(This Judgment has been approved by the Judge.)