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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 1486/2016 & IA No.13745/2016 (u/O 39 R-1&2 CPC)
& CCP(O) No.87/2016

WAHL GMBH & ANR Plaintiffs
Through: Ms. Cauveri Birbal and Ms. Divya
Sharma, Advs.

Versus

G.S. TRADING CO. Defendant
Through: Mr. B.P. Singh, Adv. with proprietor
of defendant Mr. Arun Soni, in
person.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.12.2016

1. This order is in continuation of the earlier order dated 7th November, 2016.
2. The counsel for the defendant appears and states that the defendant is merely a trader and is not dealing in the goods with respect where to the suit has been filed. He further states that even in inspection by the Court Commissioner, nothing was found.
3. In view of the aforesaid, it has been enquired from the counsel for the defendant, whether the defendant is willing to suffer a decree for permanent injunction in terms of prayer paragraph 30 (i) to (iii) of the plaint.

4. The counsel for the defendant states that the defendant is so willing. He also states that the defendant is the proprietorship concern of Mr. Arun Soni son of Mr. M.L. Soni resident of 43/21, First Floor, Ashok Nagar, New Delhi and the said Mr. Arun Soni is present in Court.

5. The counsel for the plaintiffs states the Court Commissioner could not find anything as the defendant did not allow to the Court Commissioner inspection of its godown. Attention in this regard is invited to the report of the Court Commissioner appointed on 7th November, 2016, where it is recorded that the said Mr. Arun Soni, mentioned in the report as Mr. Arun Suri, did not open the lock of the godown and stated that keys were at his residence and though asked to get the keys refused.

6. The counsel for the defendant states that on Saturday, 12th November, 2016, when the Court Commissioner visited the premises of the defendant, on account of *Nagar Kirtan* and due to raids in the wake of demonetisation, the entire Sadar Bazar Market, Delhi was closed and Mr. Arun Soni had come to the premises only to deposit his cash and had not carried the keys with him. It is also denied that Mr. Arun Soni refused to bring the keys. Rather, it is stated that Mr. Arun Soni asked the Court Commissioner to break the lock but the Court Commissioner refused.

7. The aforesaid stand of the defendant and of his counsel is contrary to the report of the Court Commissioner. The Court Commissioner in his report has recorded that a lot of people gathered and were creating problems and threatened that if the lock was broken, they would lodge a First Information Report (FIR) against him and misbehaved with the Court Commissioner.

8. The counsel for the defendant states that “on spot proceedings” of the Court Commissioner is unreadable.
9. The last of the aforesaid contention is incorrect. The “on spot proceedings” of the Court Commissioner are clear and legible.
10. The counsel for the defendant then states that the proceedings are recorded in English language and not in Hindi language known to Mr. Arun Soni.
11. Mr. Arun Soni states that he studied till Class XII.
12. Such stand of Mr. Arun Soni is clearly contemptuous and discloses a tendency to interfere with the process of the Court and defy the order of the Court.
13. Option has been given to Mr. Arun Soni to either bear the costs of the suit or to bear the cost of commission i.e. to pay a total sum of Rs.2 lakhs to the plaintiffs or suffer the consequences of being in contempt.
14. The counsel for Mr. Arun Soni, under instructions from Mr. Arun Soni, states that Mr. Arun Soni is unable to pay the said amount.
15. However when the order is being dictated, the counsel for the defendant, under instructions from Mr. Arun Soni, states that the sum of Rs.2 lakhs will be paid on or before 31st January, 2017.
16. It is deemed necessary to record the statement of the said Mr. Arun Soni.
17. The statement of Mr. Arun Soni, proprietor of the defendant is recorded separately.
18. The counsel for the defendant in the presence of the Court has made Mr. Arun Soni understand the aforesaid in Hindi language.

19. The undertaking of Mr. Arun Soni recorded separately is accepted and he is ordered to be bound therewith.

20. A decree for permanent injunction is accordingly passed in favour of the plaintiffs and against the defendant in terms of prayer paragraph 30 (i) to (iii) of the plaint.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

DECEMBER 15, 2016

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