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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 130/2017 & IA No.2237/2017 (u/O XXXIX R-1&2
CPC)

CHASVINDER SINGH & ANR. Plaintiffs

Through: Mr. D.K. Yadav, Adv.

Versus

BRAVOL LUBRICANT Defendant

Through: Mr. Pawan Upadhyay, Mr. Rajesh
Chhetri and Ms. Meenakshi Rawat,
Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **20.04.2017**

1. This order is in continuation of the order dated 18th April, 2017.
2. Mr. Amit Navinchandra Shah, proprietor of the defendant and as identified by the counsel for the defendant, is present in the Court. He has also shown his Driving Licence in proof of his identity. A photocopy of the same with his signature is kept on the Court file.
3. Mr. Amit Navinchandra Shah apologises for the falsity practised by him and assures the Court that he will in future be cautious to not make false statement in the Court. He also volunteers to pay by way of bank draft in the name of the plaintiff No.1 Chasvinder Singh (as opted for by the counsel for the plaintiffs) a sum of Rs.4 lakhs on or before 31st July, 2017.
4. Since Mr. Amit Navinchandra Shah is resident outside Delhi and it will be cumbersome for the plaintiffs to execute the decree, it has been enquired from him, whether he is willing to give an undertaking to this Court to pay the said amount and has been informed of the consequences of

breach of undertaking given to the Court.

5. Mr. Amit Navinchandra Shah, after understanding from his advocate, undertakes to this Court to, on or before 31st July, 2017, pay by bank draft in the name of the plaintiff No.1 Chasvinder Singh to the counsel for the plaintiffs a sum of Rs.4 lakhs and has further undertaken to, in the event of failing to pay the said amount of Rs.4 lakhs on or before 31st July, 2017, also pay interest thereon @ 11% per annum from the date of default till the date of payment, without prejudice to his liability for breach of undertaking given to Court.

6. The undertaking of Mr. Amit Navinchandra Shah, proprietor of the defendant is accepted and he is ordered to be bound thereby.

7. In view of the aforesaid, no punitive action at present is taken.

8. Else, in accordance with the statement already made on behalf of the defendant on 18th April, 2017, the suit insofar as for the relief of permanent injunction is to be decreed.

9. The counsel for the plaintiffs states that owing to the defendant having given undertaking and the undertaking having been accepted, he is not pressing for the other reliefs claimed in the plaint.

10. Accordingly, a decree is passed in favour of the plaintiffs and against the defendant, of permanent injunction in terms of prayer paragraph 40(A)(i) to (iii) of the plaint, leaving the parties to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

APRIL 20, 2017/bs..
CS(COMM) 130/2017

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