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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 193/2017

OLX INDIA B.V & ANR.

..... Plaintiffs

Through: Mr. Pravin Anand, Mr. Nishchal
Anand and Mr. Aman Taneja, Advs.

Versus

CARS24 SERVICES PRIVATE LIMITED

..... Defendant

Through: Mr. Ajay Kohli, Mr. S.S. Sobti and
Mr. Satish Kumar, Advs. with Mr. Jai
Abhilash, G.M. Legal of defendant.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

10.04.2017

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1. The two plaintiffs namely OLX India B.V. and OLX India Private Ltd. have sued *inter alia* for injunction to restrain the defendant Cars24 Services Pvt. Ltd. from disparaging the services of the plaintiffs.

2. The suit was entertained and vide *ex-parte* ad-interim order dated 14th March, 2017, the defendant, till further orders, was restrained from airing the advertisements by using the lines “Don’t sell your Car on QLX” and “Don’t be clueless with QLX” and to immediately remove the impugned advertisements and from airing any other advertisement disparaging the plaintiffs.

3. The defendant appeared through counsel on 27th March, 2017 and the counsel for the defendant stated that the interim order may be made absolute. Accordingly, the *ex-parte* order dated 14th March, 2017 was made absolute till the decision of the suit.

4. On request of the counsels to explore possibility of settlement, the matter was adjourned to today.

5. The counsels today state that the suit may be decreed for the reliefs of permanent injunction in terms of prayer paragraph 41(a), (b) & (c) of the plaint and a decree be also passed in favour of the plaintiffs and against the defendant for recovery of damages in the sum of Rs.2 lakhs.

6. The aforesaid compromise arrived at between the parties is found to be lawful and allowed.

7. The counsel for the defendant, on enquiry, states that the said amount of Rs.2 lakhs shall be paid to the plaintiffs, in full and final settlement of all claims in the suit, on or before 17th April, 2017.

8. Mr. Jai Abhilash, General Manager (Legal) of the defendant present in Court and as identified by the counsel for the defendant undertakes to this Court to pay the said amount of Rs.2 lakhs to the plaintiff No.2 OLX India Private Ltd., as requested by the counsel for the plaintiffs, by the said time.

9. A decree is accordingly passed in favour of the plaintiffs and against the defendant:

(I) of permanent injunction in terms of prayer paragraph 41(a), (b) & (c) of the plaint;

(II) of recovery of Rs.2 lakhs;

(III) if the aforesaid amount of Rs.2 lakhs is not paid on or before 17th April, 2017, the plaintiffs, besides taking actions against Mr. Jai Abhilash, General Manager (Legal) of the defendant for breach of undertaking given to the Court, shall also be entitled to execute the decree for recovery of the said amount together with interest @ 15% per annum with effect from 17th April, 2017 till the date of payment / realisation.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

APRIL 10, 2017

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