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

+ CS(COMM) 206/2017 & IA No.3425/2017 (u/O XXXIX R-1&2 CPC)

AERO CLUB Plaintiff
Through: Ms. Shwetasree Majumder and Mr. Prithvi Singh, Advs.

Versus

SHOYAB Defendant
Through: Mr. Mohan Vidhani, Adv. with defendant in person.

AND

CS(COMM) 207/2017 & IA No.3429/2017 (u/O XXXIX R-1&2 CPC)

AERO CLUB Plaintiff
Through: Ms. Shwetasree Majumder and Mr. Prithvi Singh, Advs.

Versus

LALIT Defendant
Through: Mr. Mohan Vidhani, Adv. with defendant in person.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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15.05.2017

1. This order is in continuation of the earlier order dated 8th May, 2017.
2. The defendants in both the suits are stated to have filed their written statement.
3. The written statement filed in CS(COMM) No.207/2017 is not on record. The same be got placed on record.
4. The counsel for the defendant in both the suits states that the defendant in CS(COMM) No.206/2017 has now offered to pay Rs.1 lakh

and the defendant in CS(COMM) No.207/2017 has now offered to pay Rs.1.5 lakhs to the plaintiff in full and final settlement of all the claims in these suits.

5. The counsel for the plaintiff states that her instructions are not to agree to less than Rs.2 lakhs in CS(COMM) No.206/2017 and Rs.2.5 lakhs in CS(COMM) No.207/2017.

6. I am of the view that in such a situation, considering that these are commercial suits, the Court needs to step in and not allow the suits to linger on and in which time the parties will incur more expenditure in litigation cost than the difference for which they are unable to settle at this moment.

7. In the aforesaid state, it is deemed appropriate that the defendant in CS(COMM) No.206/2017 pays to the plaintiff a sum of Rs.1.80 lakhs and the defendant in CS(COMM) No.207/2017 pays to the plaintiff a sum of Rs.2.25 lakhs.

8. However to ensure that the said payments are made by the defendant in each suit to the plaintiff through counsel without requiring the plaintiff to take any steps or to execute the decree, it is further provided that in the event the said amounts are not paid on or before 31st May, 2017, a decree instead of Rs.1.80 lakhs against the defendant in CS(COMM) No.206/2017 of Rs.3 lakhs and against the defendant in CS(COMM) No.207/2017 instead of Rs.2.25 lakhs of Rs.3.5 lakhs, recoverable with interest @ 12% per annum from 1st June, 2017 till the date of payment shall stand passed.

9. Accordingly, a decree is passed in favour of the plaintiff and against the defendant in each of the suit (i) of permanent injunction in terms of CS(COMM) 206/2017 & CS(COMM) 207/2017

prayer paragraph 29(i), (ii) & (iii) of the plaint in respective suits; (ii) of recovery of a sum of Rs.1.80 lakhs against the defendant in CS(COMM) No.206/2017 and Rs.2.25 lakhs against the defendant in CS(COMM) No.207/2017 payable by 31st May, 2017 and if not paid by the said date, of recovery of Rs.3 lakhs against the defendant in CS(COMM) No.206/2017 and Rs.3.5 lakhs against the defendant in CS(COMM) No.207/2017 with interest @ 12% per annum from 1st June, 2017 till the date of payment; (iii) of mandatory injunction directing the defendant in each of the suit to, in the presence of the representative of the plaintiff, on 17th May, 2017 or on such further date/s if the work is not completed on 17th May, 2017, to destroy the infringing goods seized by the Court Commissioner from which the impugned mark cannot be removed without destruction (if destruction is not possible then to deliver the said goods to the plaintiff) and to remove the mark from the goods from which it is capable of being removed.

No costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

MAY 15, 2017

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