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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1241/2016 & IAs No.11107/2016 & 13395/2016 (both
u/O XXXIX R-1&2 CPC) & 13389/2016 (u/O XXXIX R-2A CPC)
K.D. CAMPUS PVT LTD & ANR Plaintiffs
Through: Ms. Rajeshwari H., Adv.

Versus

RAKESH KUMAR YADAV & ANR Defendants
Through: Mr. Murari Tiwari, Mr. Rahul Kumar,
Ms. Nupur Patodia and Ms. Purva
Mehta, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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17.01.2017

1. This order is in continuation of the earlier orders dated 14th December, 2016 and 16th January, 2017.
2. The counsel for the plaintiffs states that she has instructions that the plaintiffs do not want to pursue the claim for damages.
3. The counsel for the plaintiffs however states that the defendants have been contacting the landlords of the premises of the various tuition centres of the plaintiff No.1, offering them higher rate of rent and thereby disturbing the business of the plaintiffs. She seeks a decree for permanent injunction to the said effect also.
4. The counsel for the defendants denies that the defendants have ever contacted the landlords of any of the premises of the tuition centres of the plaintiff No.1 but otherwise has no objection to a decree to the said effect against both the parties being passed.

5. In view of the above, a decree is passed in favour of the plaintiffs and against the defendants:

(I) of permanent injunction restraining the defendants including any agent or employee of the defendant No.2 Paramount Coaching Centre Pvt. Ltd. from entering the premises of the tuition centres of plaintiff No.1 K.D. Campus Pvt. Ltd.;

(II) of permanent injunction restraining the defendants including any of the agents or employees of the defendant No.2 Paramount Coaching Centre Pvt. Ltd. from contacting any of the landlords of the premises of the tuition centres of the plaintiff No.1 K.D. Campus Pvt. Ltd.;

AND

(III) As a condition thereto, the plaintiffs including any of the agents or employees of the plaintiff No.1 K.D. Campus Pvt. Ltd. are similarly enjoined.

6. The parties are left to bear their own costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JANUARY 17, 2017

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