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

+ CS(COMM) 832/2018 & IA No.5917/2018 (u/O XXXIX R-1&2
CPC)

RE/MAX, LLC Plaintiff

Through: Mr. Raghav Paul, Adv.

Versus

REMAX REALTY PRIVATE LIMITED Defendant

Through: Mr. S.C. Sagar, Adv. with Mr. Arun
Kumar Shangle & Ms. Pritee Sharma,
Directors of defendant.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

% **24.05.2018**

1. Though the plaintiff did not take any steps for service of the defendant but the counsel for the defendant appears and has handed over his *Vakalatnama* on behalf of the defendant to the Court Master and which is taken on record.
2. The counsel for the defendant states that the defendant has no objection to the suit being decreed for the relief of permanent injunction in terms of prayer paragraphs 43(a) & (b) of the plaint and of delivery/destruction in terms of prayer paragraph 43(c) of the plaint.
3. It is further stated that the defendant, through its Directors Arun Kumar Shangle and Pritee Sharma present in the Court.
4. The undertaking is handed in the Court and taken on record.

5. Strangely, however, the counsel for the plaintiff is not interested in having the suit decreed today and seeks an adjournment. The reason given for adjournment is that the plaintiff intends to verify the correctness of what the defendant is stating the Court.

6. Once the defendant has agreed to suffer a decree of permanent injunction and delivery in terms of prayer paragraph 43(a), (b) and (c) of the plaint, the desire of the counsel for the plaintiff for adjournment is not understandable. If at all the defendant is found to be non-compliant with the decree, the remedy of the plaintiff is to execute the same. Similarly, if the defendant is found to be in breach of undertaking, the remedy to the plaintiff is to invoke contempt proceedings.

7. As far as the claim of the plaintiff for rendition of accounts and damages is concerned, considering the fact that the defendant, on the very first date has agreed to the relief of injunction and delivery and agreed to suffer a decree, the need to keep the suit for trial thereof is not felt. Even otherwise, that is not the reason given by the counsel for the plaintiff for seeking adjournment.

8. Thus, notwithstanding the request of the counsel for the plaintiff for adjournment, a decree is passed in favour of the plaintiff and against the defendant in terms of prayer paragraphs 43(a), (b) and (c) of the plaint verified on 27th March, 2018.

9. The counsel for the defendant, on enquiry, states that the name of the defendant will be changed in terms of the decree and as per the undertaking within six weeks of today.

10. Accordingly, time of six weeks from today is granted to the defendant for affecting the change of name of the defendant in the records of the Registrar of Companies. Else, the injunction will be operative forthwith.

11. The undertaking offered by the defendant through its Directors Arun Kumar Shangle and Pritee Sharma is accepted and the defendant and the said Arun Kumar Shangle and Pritee Sharma are ordered to be bound therewith and cautioned of consequences of breach of undertaking given to the Court.

12. The plaintiff, in the event of violation of the decree/breach of undertaking by the defendant and its Directors, besides being entitled to apply for proceeding against the defendant and its Directors aforesaid for violation of undertaking given to the Court, shall also be entitled to execute the decree forthwith.

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

Decree sheet be drawn up.

A copy of this order be given *dasti* under the signatures of the Court Master.

RAJIV SAHAI ENDLAW, J.

MAY 24, 2018

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