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

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CS(COMM) 889/2016, CC (COMM) No.12/2017,  
CCP (O) No.41/2017, IA Nos.9425/2016, IA No.9983/2016  
ZEE ENTERTAINMENT ENTERPRISES LTD

..... Plaintiff

Through : Mr.Prashanto Sen, Sr.Adv. with Ms.  
Archana Sahadeva, Mr. Shivvanshu,  
Ms.Sonal Chhablani and  
Ms.Aishwarya Chaturvedi, Advs.

versus

BABBAR CHOPRA & ORS

..... Defendants

Through : Mr.Gaurav Mitra, Mr.Amritesh  
Mishra and Ms.Shriya Raychaudhuri,  
Advs.

**CORAM:**

**HON'BLE MR. JUSTICE YOGESH KHANNA**

**ORDER**

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**23.05.2018**

Vide order dated 14.03.2018 the plaintiff intended to seek instructions on the submissions made by learned counsel for the defendant that the defendants have no objection if the interim orders dated 18.12.2014 and 03.03.2015 are made absolute. Today the learned counsel for the plaintiff says he has no objection. Hence in the circumstances, the orders dated 18.12.2014 and 03.03.2015 are made absolute. The question is now the extent of damages to be paid by the defendant to the plaintiff. The learned counsel for the plaintiff has relied upon an order dated 04.12.2017 2017 in CS(Comm)

No.689/2016 passed in similar circumstances wherein it was held as under :

*11. In the aforesaid circumstances, and for the reason of the dicta in Satya Infrastructure Ltd. Vs. Satya Infra & Estates Pvt. Ltd. 2013 SCC OnLine Del. 508, the need to relegate the plaintiff to lead ex parte evidence qua damages also is not felt and it is felt that it would be appropriate to award nominal damages to the plaintiff against the defendants jointly and severally, besides costs.*

*12. Accordingly, a decree is passed in favour of the plaintiff and jointly and severally against the defendants i) for permanent injunction in terms of prayer paragraph 44(a) of the plaint dated 30<sup>th</sup> May, 2016; b) for recovery of damages in the sum of Rs.5 lacs; and, iii) for costs, with counsels fee assessed at Rs.50,000/-.*

In the circumstances, as prayed for by the learned counsel for the plaintiff the decree is passed in favour of the plaintiff and against the defendants for permanent injunction in terms of para 33(a) of the plaint and for the damages against defendant No.1 only for sum of ₹ 2.5 lacs including counsel's fee, to be paid by the defendant, as agreed, within two weeks from today. The decree sheet be drawn.

Since the matter has been settled prior to the evidence being recorded hence both the parties shall be entitled to refund of the court fees on plaint as also on the counter claim, as per the provisions of the Court Fees Act.

All pending counter claim/petition and applications stands disposed of.

**YOGESH KHANNA, J**

**MAY 23, 2018**

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