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

+ **CS(COMM) 970/2016**

TV TODAY NETWORK LIMITED Plaintiff
Through **Mr. S. Puri with Mr. Sajad Sultan,**
Advocates

versus

BRY'S ADVERTISING
PRIVATE LIMITED & ANR. Defendants
Through **None**

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Date of Decision: 01st August, 2018

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

JUDGMENT

MANMOHAN, J: (Oral)

1. Present suit has been filed under Order XXXVII CPC for recovery of Rs.1,00,32,358/- in terms of agreement dated 30th January, 2014 and Memorandum of Understanding dated 18th November, 2014 (for short "MoU") in favour of the plaintiff and against defendant nos. 1 and 2 along with pendente lite and future interest @ 24% p.a. from the date of the last cheque no. 001453 till realization of the said amount.

2. From a perusal of the plaint it is apparent that the plaintiff has filed the present suit on the basis of MoU as well as dishonoured cheques. Further, the rate of interest at 24% p.a. has been stipulated in the agreement

dated 30th January, 2014.

3. On 03rd May, 2018, the Joint Registrar had passed the following order:-

“As per office report, the citation in the newspapers ‘The Statesman’ and ‘Rashtriya Sahara’ both dated 08.03.2018 has been filed which reveals that the defendants have been served in terms of Order XXXVII CPC. Copy of citation in the newspaper Rashtriya Sahara is produced across the board and is taken on record.

Appearance has not been filed on behalf of either of the defendants within the stipulated period.

In these circumstances, let the matter be placed before the Hon’ble Court for further directions on 23.05.2018.”

4. From the aforesaid order, it is apparent that the defendants have not entered appearance within ten days as prescribed under Order XXXVII CPC.

5. Keeping in view the mandatory language of Order XXXVII CPC as well as the default in entering appearance, the allegations in the plaint are deemed to be admitted.

6. Consequently, it stands established that defendant Nos. 1 and 2 have defaulted in making payment of outstanding amounts as per the agreement dated 30th January, 2014 and MoU dated 18th November, 2014. Thus, the plaintiff is held entitled to a decree of Rs. Rs.1,00,32,358/- as claimed in the plaint.

7. Accordingly, a decree of Rs.1,00,32,358/- (Rupees One Crore Thirty Two Thousand Three Hundred and Fifty Eight only) along with the pendent

lite and future interest @ 24% p.a. from the date of the last cheque no. 001453 dated 20th February, 2015 till the realization of the said amount is passed in favour of the plaintiff and against the defendants. Let a decree sheet be prepared accordingly. With the aforesaid observations, the present suit stands disposed of.

MANMOHAN, J

AUGUST 01, 2018

mn/rn

