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

+ CS(COMM) 1527/2016 & IA No.3219/2018 (u/O XXXIX R-1&2 CPC)

DOW INTERNATIONAL TECHNOLOGY CORPORATION
& ANR

..... Plaintiffs

Through: Mr. Rajiv Nayar, Sr. Adv. with Mr. Ashish Singh, Ms. Shiraz Patodia and Ms. Juhi Chawla, Advs.

Versus

CHANDHOK GLASS HOUSE & ORS

..... Defendants

Through: Mr. D.S. Mehandro, Adv. for D-1,2,3&5.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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22.05.2018

1. This order is in continuation of the earlier orders with effect from 23rd January, 2018.
2. The counsel for the defendants No.2&3 states that the defendants No.2&3, in pursuance to the order dated 13th April, 2018, offer to pay a sum of Rs.15 lakhs to the plaintiffs within three days hereof.
3. The senior counsel for the plaintiffs states that the said offer is not acceptable to the plaintiffs.
4. This Court, in order dated 13th April, 2018, in lieu of punishment by way of imprisonment for offence of which the defendants No.2&3 were found guilty, mooted the proposal of the defendants paying Rs.50 lakhs to

the plaintiffs for atoning their sins. The offer of the defendants No.2&3 is not found to be such which will send a message to the defendants No.2&3 to, in future, not indulge in interference with administration of justice, of which they have been found to be guilty. In order dated 12th February, 2018, it has already been recorded that the goods transacted by the defendants were of the value of Rs.43,53,863/-.

5. At this stage, the defendants No.2&3 namely Jaspreet Singh and Sandeep Singh present in person and as identified by Mr. D.S. Mehandro, Advocate, state that they will pay Rs.15 lakhs to the plaintiff on or before 26th May, 2018, another Rs.15 lakhs on or before 30th July, 2018 and the balance Rs.20 lakhs on or before 15th November, 2018.

6. I have enquired from the counsel for the defendants, what is there to ensure that the defendants No.2&3, after stating so, will not disappear and whether the defendants No.2&3 are willing to give undertaking to the Court.

7. The counsel for the defendants has explained the effect of giving of undertaking to the Court to the defendants No.2&3 and the defendants No.2&3 undertake to this Court to pay Rs.15 lakhs to the plaintiff on or before 26th May, 2018, another Rs.15 lakhs on or before 30th July, 2018 and the balance Rs.20 lakhs on or before 15th November, 2018.

8. The defendants No.2&3 have been explained in vernacular the consequences of breach of undertaking given to the Court.

9. The counsel for the defendants also states that the father of the defendants No.2&3 namely Manmohan Singh is the owner of property No.WZ-619/A, Street No.19, Shiv Nagar, Jail Road, New Delhi-58 and the sale deed of the said property is in the name of the paternal grandmother of

the defendants No.2&3 and the original sale deed is in the custody of the father of the defendants No.2&3 who is willing to have an endorsement recorded on the same by way of security for payment aforesaid by the defendants No.2&3. It is further stated that the wives and children of the defendants No.2&3 are also residing in the said property and the counsel for the defendants will, on or before 26th May, 2018, give inspection to the counsel for the plaintiffs of the original documents of identity of all family members including of the educational institution/s where the children of the defendants No.2&3 are studying and give photocopies thereof to the counsel for the plaintiffs.

10. In view of the aforesaid, the senior counsel for the plaintiffs has been persuaded to agree to the settlement of the claim for damages remaining in the suit also for the aforesaid amount.

11. It is made clear that the amount of Rs.50 lakhs aforesaid, besides being by way of penance for the offence committed by the defendants No.2&3, will also be realised by the plaintiffs as damages in this suit.

12. Accordingly, a decree is also passed in favour of the plaintiffs and jointly and severally against the defendants, of recovery of Rs.50 lakhs and in the event of the defendants failing to pay the same, as aforesaid, the plaintiffs, besides being entitled to apply for action against the defendants No.2&3 for breach of undertaking given to the Court, shall also be entitled to execute the decree for the said amount.

13. Decree sheet be drawn up.

14. The counsel for the defendants to, on 24th May, 2018, present the original sale deed of property No.WZ-619/A, Street No.19, Shiv Nagar, Jail
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Road, New Delhi-58 to the Court Master who will make an endorsement thereon of the same being a security for payment of the amount in terms of today's order.

15. List if the plaintiffs complain of non-compliance.

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

RAJIV SAHAI ENDLAW, J.

MAY 22, 2018

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