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

+ **CS(COMM) 465/2017 & IA No.7891/2017 (u/O II R-2 CPC)**

PARAMOUNT COACHING CENTRE PVT LTD Plaintiff
Through: **Mr. Murari Tiwari, Mr. Rahul Kumar**
and **Mr. Rajat Solanki, Advs.**

Versus

RAKESH RANJAN JHA Defendant
Through: **Ms. Nupur A. Goswami, Adv. for Ms.**
Rajeshwari H., Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

27.04.2018

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1. The plaintiff has instituted this suit for (i) permanent injunction restraining the defendant from teaching students in any other educational institute including but not limited to M/s K.D. Campus Pvt. Ltd. till the Memorandum of Understanding (MoU)/Agreement dated 6th January, 2017 remains in existence and which will come to an end on 5th January, 2020; and, (ii) mandatory injunction directing the defendant to teach exclusively at the plaintiff institute till 5th January, 2020 in accordance with the MoU/Agreement dated 6th January, 2017.

2. The suit was entertained, though ad-interim order declined giving reasons and vide subsequent judgment dated 24th August, 2017, the defendant was restrained from imparting private tuition to any student of the plaintiff's coaching institute or any other coaching institute till 5th January, 2020 i.e. till the MoU dated 6th January, 2017 subsists. It was however

clarified that the restraint against the defendant would not extend to teaching students who are neither enrolled with the plaintiff's institute or any other coaching institute.

3. The suit since then is pending for completion of pleadings.
4. The counsel for the plaintiff states that the defendant has not filed written statement inspite of repeated opportunities.
5. The counsel for the defendant states that she is not receiving instructions from the defendant and seeks discharge.
6. Ms. Rajeshwari H., Advocate is discharged from appearing for the defendant.
7. None else appears for the defendant.
8. The defendant is proceeded against *ex-parte*.
9. I have enquired from the counsel for the plaintiff that in view of the detailed judgment dated 24th August, 2017, why should the suit be not disposed of by making the interim injunction permanent.
10. The counsel for the plaintiff states that IA No.7891/2017 of the plaintiff under Order II Rule 2 of the Code of Civil Procedure, 1908 (CPC) is pending consideration and the plaintiff intends to file a suit for damages against the defendant.
11. The plaintiff is granted liberty, if so desires, to institute a suit for damages against the defendant. Needless to state that all pleas/defences will remain open to the defendant, in the event of such a suit being filed, save for the defence of a suit for damages being not maintainable for the reason of the present suit.

12. I have however enquired from the counsel for the plaintiff, how a decree for permanent injunction against the defendant can be passed restraining the defendant from imparting private tuition to any student of any other coaching institute. The plaintiff cannot possibly have any grievance or cause of action for restraining the defendant from taking private tuition of student of any other coaching institute.

13. The counsel for the plaintiff agrees.

14. Considering the facts, the need to relegate the plaintiff to *ex-parte* evidence is not felt.

15. Accordingly, a decree is passed (under Order VIII Rule 10 of CPC) in favour of the plaintiff and against the defendant restraining the defendant from imparting private tuition to any student of the plaintiff coaching institute.

16. The defendant having not contested the suit, no costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

APRIL 27, 2018

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