

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUMMARY SUIT NO. 1198 OF 2018**

Wilson Jacobs	...Plaintiff
<i>Versus</i>	
Lucid Prints & Ors	...Defendants

Mr Rashid Khan, *i/b Sumi Soman for the Plaintiff.*

**CORAM: G.S. PATEL, J
DATED: 4th February 2019**

PC:-

1. I disposed of the Summons for Judgment on 13th December 2018 and allowed the Defendants time until 18th January 2019 to deposit an amount of ***Rs. 2,64,19,454.56***. I clarified that if no deposit was made, a non-deposit certificate was to be issued and the Plaintiff would then be entitled to an *ex parte* decree.

2. There is a certificate of non-deposit dated 25th January 2019. It is taken on record.

3. I am told in fairness by Mr Khan that the Defendants have filed an Appeal. There is no stay obtained in the appeal and in deed the Appellant has only sought time.

4. The Plaintiff is entitled to an *ex parte* decree under Order 37 Rule 3(vi)(b) of the Code of Civil Procedure 1908.
5. The suit is accordingly decreed jointly and severally against the Defendants for the reasons set out in the order on the Summons for Judgment itself.
6. Refund of court fee in accordance with the Rules.
7. Since this is a commercial suit, an order of costs is required to be made. I believe an amount of Rs. 3 lakhs in addition to the court fee paid is sufficient. There will also be a decree jointly and severally against the Defendants for these costs. This decree for costs will carry no interest. If the Plaintiffs obtain a refund of any part of the Court Fee, the amount of costs will stand reduced by that amount.
8. Decree to be drawn up expeditiously.
9. The suit is disposed of in these terms.

(G. S. PATEL, J)

Note: This order is modified as per the order passed on 7th February 2019 for speaking to the minutes. The corrections are shown in bold and italics.