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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 102/2019 & IA No.2847/2019 (u/O XXXIX R-1&2 CPC).

SEPHI BERGERSON

..... Plaintiff

Through: Ms. Abhilasha Nautiyal, Mr. Aditya Gupta and Mr. Raunaq Kamath, Advs.

versus

RADISSON HOSPITALITY, INC & ANR.

..... Defendants

Through: Mr. Sidharth Chopra, Mr. Sumant Narang, Mr. Nitin Sharma and Ms. Snehima Jauhari, Advs. for D-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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13.03.2019

1. This order is in continuation of yesterday's order.
2. The counsel for the plaintiff is not willing to give up the claim for damages in this suit.
3. Though it appears that the possibility of the plaintiff proving his entitlement to any damages is remote but the counsel for the plaintiff insists.
4. Once the plaintiff is not willing to settle, the defendant no.2 cannot be persuaded against pursuing the suit filed by the defendant no.2 in Udaipur as well as other criminal proceedings, also stated to have been filed against the plaintiff in Udaipur.
5. Written statement be filed within four weeks.
6. Replication within further four weeks thereafter.
7. The parties to file affidavits of admission/denial of each other's documents before the next date of hearing.

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8. List for framing of issues if any on 29th August, 2019.

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9. The counsel for the plaintiff and the counsel for the defendant no.2 have post lunch mentioned the matter.

10. The counsel for the defendant no.2, during the hearing, in the morning had conveyed that subject to the plaintiff agreeing to the proposal suggested yesterday and contained in yesterday's order, the defendant no.2 was so agreeable.

11. The counsel for the plaintiff now states that she has again taken instructions from the plaintiff and the plaintiff is also agreeable to the aforesaid order.

12. The defendant no.2 through counsel undertakes to this Court that the defendant no.2, in the suit filed against the plaintiff in the Court at Udaipur will not press the claim therein for damages for defamation against the plaintiff and subject to the plaintiff undertaking to this Court not to defame either of the defendants in future, withdraw the said Udaipur suit.

13. The counsel for the defendant no.2 further states that the defendant no.2, besides the suit aforesaid has also instituted a criminal case against the plaintiff in Udaipur and in terms of aforesaid, will withdraw the criminal proceedings also. It is yet further stated that besides the aforesaid two proceedings, there are no other proceedings filed by either of the defendants against the plaintiff.

14. The counsel for the plaintiff states that the plaintiff gives up the other

reliefs claimed in this suit, besides the reliefs claimed in paragraph 28 (a) to (c) of the plaint dated 9th February, 2019 and she has instructions to give an undertaking to this Court on behalf of the plaintiff that the plaintiff, in future will not defame either of the defendants. The counsel for the plaintiff also states that the plaintiff, besides the present suit, has not instituted any other proceedings against either of the defendants.

15. The undertakings of the plaintiff as well as of the defendant no.2 are accepted and the plaintiff and the defendant no.2 are ordered to be bound therewith and informed through counsels of the consequences of breach of undertaking given to this Court.

16. The suit is disposed of in terms of above.

A certificate entitling the plaintiff to refund of court fees paid, be issued and handed over to the counsel for the plaintiff.

17. Decree sheet in terms of yesterday's order be drawn up.

RAJIV SAHAI ENDLAW, J

MARCH 13, 2019

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