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

+ **ARB.P. 255/2018**

DR. RAHUL CHAWLA

..... Petitioner

Through: Ms. Rajeshwari H. with Ms. Nupur A.
Goswami, Advs

versus

GALGOTIA PUBLICATIONS PVT LTD.

..... Respondent

Through: Mr. Sunil Dalal with Mr. Jaskaran
Singh, Advs

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **16.01.2019**

1. Before I proceed further, I may indicate that there is a typographical error in para 1 and 2 of the order dated 29.10.2018.

2. In para 1, an error has crept inasmuch as the amount shown in the table set out therein against 2015-2016, should have been Rs.1,22,243/- and not Rs.1,22,343/-.

2.1 Likewise, in the last line of para 2 after word “aforementioned”, the word “amounts” should have been incorporated.

3. Accordingly, para 1 and 2 of the order dated 29.10.2018 will read as follows:-

“1.Counsel for the respondent says that in spirit of settlement, the respondent has calculated the following amounts that could be paid to the petitioner by way of

royalty for the period indicated below:-

<i>S. No</i>	<i>Year</i>	<i>Amount</i>
<i>1.</i>	<i>2015-2016</i>	<i>Rs. 1,22,243/-</i>
<i>2.</i>	<i>2016-2017</i>	<i>Rs. 2,37,313/-</i>
<i>3.</i>	<i>2017-2018</i>	<i>Rs. 64,091/-</i>

“2.Ms. Rajeshwari, who, appears on behalf of the petitioner says that she will obtain instructions from the petitioner as to whether or not the aforementioned amounts are acceptable to him.”

4. Other directions in the order dated 29.10.2018 will remain unaltered.

5. Today, Mr. Sunil Dalal, who, appears for the respondent, has brought to Court three demand drafts having a cumulative value of Rs. 4,23,647 (vide demand drafts). The details of demand drafts are as follows:-

- (i) demand draft no. 796534, dated 29.10.2018, drawn on Union Bank of India amounting to Rs. 1,22,243.00/-;*
- (ii) demand draft no. 796822, dated 15.1.2019, drawn on Union Bank of India amounting to Rs. 64,091/-; and*
- (iii) demand draft no. 796823, dated 15.1.2019, drawn on Union Bank of India amounting to Rs. 2,37,313.00/-.*

6. These amounts have been paid towards royalty for the years 2015-16, 2016-17 and 2017-18.

7. According to the respondent, the amounts paid for each of the three years, as indicated in the order dated 29.10.2018, are Rs.1,22,243; Rs.2,37,313 and Rs.64,091/-.

8. Furthermore, learned counsel for the respondent says that he has been instructed to convey to the Court that the respondent would like to continue publishing the petitioner's book in terms of the agreement entered into with him by the respondent.

9. Counsel for the respondent says that the dispute raised by the petitioner in the instant petition was confined only to non-payment of royalty for the year 2015-16.

10. It is, thus, stated by counsel for the respondent that royalty not only for the year 2015-16 but also for the two succeeding years has been paid, and therefore, nothing survives in the present petition.

11. On the other hand, Ms. Rajeshwari H., who, appears for the petitioner, says that subject to verification of accounts, this petition can be closed.

12. It is learned counsel's submission that if there is any outstanding grievance which the petitioner has with the respondent, the petitioner should have liberty to approach the Court.

13. Having regard to the submissions made by counsel which have been recorded hereinabove, this petition is closed.

14. Liberty is, however, given to the petitioner to approach the

Court, in case he has a grievance with the respondent which remains unresolved.

RAJIV SHAKDHER, J

JANUARY 16, 2019

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