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

+ **RFA(OS)(COMM) 1/2019 & CM APPL. 1287/2019 (stay)**

M/S CLUES NETWORK PVT LTD

..... Appellant

Through: Mr. Sandeep Sethi, Sr. Advocate
with Mr. Peeyoosh Kalra, Mr.
C.A.Brijesh, Mr. Dhruv Grover &
Ms. Anmol Kaur Nayar, Advocates

versus

M/S L'OREAL

..... Respondent

Through: Mr. Rishi Bansal & Ms. Harshita
Varma, Advocates

+ **RFA(OS)(COMM) 5/2019 & CM Appl.No. 4866/2019**

M/S CLUES NETWORK PVT LTD

..... Appellant

Through: Mr. Sandeep Sethi, Sr. Advocate
with Mr. Peeyoosh Kalra, Mr.
C.A.Brijesh, Mr. Dhruv Grover &
Ms. Anmol Kaur Nayar, Advocates

versus

M/S SKULLCANDY INC

..... Respondent

Through: Mr. Rishi Bansal & Ms. Harshita
Varma, Advocates

CORAM:

JUSTICE S.MURALIDHAR

JUSTICE I.S.MEHTA

ORDER

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04.04.2019

Dr.S.Muralidhar, J.

1. These two appeals arise out of a common set of facts, involve the same Appellant and give rise to the same questions of law and are accordingly being disposed of by this common judgment.

RFA (OS) (COMM) 1/2019

2. This appeal is directed against an order dated 12th November, 2018 passed by the learned Single Judge in CS(COMM) No. 980/2016 and IA No. 24186/2014.

3. The said suit was filed by the Respondent (Plaintiff) (L'OREAL) against M/s Brandworld (Defendant No.1) and the present Appellant (Defendant No.2). The suit was for permanent injunction to restrain the Defendants from using manufacturing, marketing, stopping, selling, displaying, advertising through internet on the online market place through the website of the present Appellant i.e. www.Shopclues.com, using the Plaintiff's trademark L'OREAL with or without the word Paris or any other word/mark which will be identical with or deceptively similar to the Plaintiff's said trademark L'OREAL in relation to their impugned use of business and cosmetics and other related/light products or from doing any act amounting to infringement of the Plaintiff's registered trademark, passing off or violation of the Plaintiff's rights in the said trademark violating its proprietary rights and infringing its copyright in the L'OREAL label.

4. When the suit was first listed for hearing on 14th October, 2014 an *ex parte* injunction was passed in I.A. No. favour of the Plaintiff under O 39 Rules 1 and 2 of the Code of Civil Procedure 1908 (CPC). Thereafter, the present Appellant filed an application being IA 10325 of 2015 under Order XXXIX Rule 4 seeking vacation of the interim order. It was dismissed by the learned Single Judge on 18th May 2015 observing as under:

"In the opinion of this Court, it cannot be a matter of chance that so

many counterfeit products are being sold on the applicant/defendants website. Consequently, this Court is of the view that no grant for vacation of stay has been made out. "

5. Thereafter, an application was filed by the Appellant under Order XIII-A CPC which was dismissed as withdrawn on 23rd February, 2017 with liberty to file a fresh application. However, on 11th May, 2017 the Court noted that the present Appellant decided not to file a fresh application under Order XIII-A CPC.

6. Admission/denial of documents was thereafter carried out. The suit was listed before the learned Single Judge dated 24th July, 2018 for case management. On that date, none appeared for Defendant No.1. The learned Single Judge noted that submissions were addressed on 24th July, 2018 on behalf of the Plaintiff and the present Appellant and both counsel have "no objection if the suit is disposed of finally". Thereafter orders were reserved and the impugned judgment was passed on 12th November, 2018 decreeing the suit against the present Appellant.

7. The learned Single Judge in the impugned judgment came to the following conclusions:

"a) Shopclues.com is directed with immediate effect, to disclose the complete details of all its sellers, their addresses and contact details on its website;

b) Shopclues.com is directed to obtain a certificate from its sellers that the goods are genuine;

a) Prior to uploading a product bearing the Plaintiffs marks, it shall

notify the plaintiff and obtain concurrence before offering the said products for sale on its platform;

b) Shopclues.com enter shall into a proper agreement with its various sellers, under which it shall obtain guarantee as to authenticity and genuinity of the products as also provide for consequences of violation of the same.

c) Upon being notified by the Plaintiff of any counterfeit product being sold on its platform, it shall notify the seller and if the seller is unable to provide evidence that the product is genuine, it shall take down the listing and notify the plaintiff of the same, as per the Intermediary Guidelines, 2011;

d) It shall also seek a guarantee from the sellers that the product has not been impaired in any manner and that all warranties and guarantees of the Plaintiff are applicable and shall be honoured by the seller. Products of any sellers who are unable to provide such a guarantee shall not be offered on the Defendant's platform;

e) The replica window appearing on the website is directed to be taken down within one week.”

8. The present appeal RFA (OS) (COMM) 1 of 2019 came up for hearing on 14th January, 2019 on which date the Plaintiff Respondent appeared on advance notice. By the order dated 14th January, 2019 this Court directed as under:

i) the ex parte order passed on 14th October, 2014 by the learned Single Judge would continue to operate till the next date.

ii) With regard to the direction in para 20 (b) of the impugned judgment the Appellant while entering into any fresh agreement, would obtain certificate from merchants/sellers that the goods are genuine. This would be in addition

to the MoU.

iii) the Court took on record the statement of the Appellant that a) they had already removed and deleted the representation “guarantee that all products are 100% genuine” and b) that ‘replica’ were not counterfeit products but were replicas of ‘non-protected items.’ It is noted that the Appellant has, however, removed the category of ‘replicas’ from their website.

iv) it was directed that the Appellant would not on the website guarantee or state that all products are 100% genuine. It was also directed that the Appellant shall remove and not display/sell any products which are termed as ‘replica’.

9. It was further directed that the impugned judgment of the learned Single Judge would not be a final and binding precedent in other cases on the question whether the Appellant was an intermediary or not. That issue could be examined by any forum or Court, including District Courts, on the basis of evidence and materials in a given case.

10. This Court further clarified in the order dated 14th January, 2019:

“This order would not be treated as expressing any final or binding opinion as, at this stage, we have only balanced the rights of the parties to ensure that the *status quo* as was prevailing before the impugned judgment was passed, is maintained.”

RFA (OS) (COMM) 5/2019

11. RFA (OS) (COMM) 5/2019 challenges the final judgment dated 12th

November, 2018 passed by the learned Single Judge in CS (COMM) 979/2016 and IA No.24578/2014 decreeing the suit filed by the Respondent/Plaintiff against the present Appellant (arrayed as Defendant No.3). Earlier, the suit was decreed against the remaining Defendants in the suit i.e. M/s Shree Shyam Telecom and M/s Kart Value (Defendant Nos.1 and 2 respectively).

12. The suit was for a decree of permanent injunction restraining all the Defendants collectively “from manufacturing, marketing, purveying, supplying, using, selling, soliciting, exporting, displaying, advertising on the online market place or by any other mode or manner dealing in or using the Plaintiff’s trademark ‘SKULLCANDY’ or any other word/mark which will be identical with or deceptively similar thereto on the website of the present Appellant (Defendant No.3) i.e. www.ShopClues.com or any other website in relation to the business of readymade garments, apparel and related/light products and from doing any other acts amounting to or likely to infringe the Plaintiff’s aforementioned trademark copyright and proprietor right in the said label.” In other words, there was no specific relief claimed against the present Appellant which was different from the relief claimed in respect of the other Defendants.

13. The case of the Plaintiff (Respondent herein) was that they were engaged in the manufacture, distribution and sale of various devices/accessories for use with mobile phones. The Plaintiff claimed that the mark of “SKULLCANDY” was registered in its favour in India in Class 9 and 25. It was also represented in a unique logo form which was an original artistic

work protected under the copyright laws. According to the Plaintiff, it came to know that Defendant Nos.1 and 2 i.e. Shree Shyam Telecom and M/s Kart Value were selling products, of the Plaintiff's origin, which were of inferior quality and thus counterfeit, and also offering massive discounts, on the aforementioned website www.ShopClues.com owned by the present Appellant (Defendant No.3) which was an interactive online market place.

14. In the said suit on 8th December, 2014 an ex parte injunction was granted by the learned Single Judge restraining the Defendants *inter-alia* from selling and advertising on the website www.ShopClues.com using the aforementioned trademarks "SKULLCANDY" or its device or any other word/mark identical or deceptively similar thereto.

15. It is recorded in the impugned order that thereafter Defendant Nos.1 and 2 settled the matter with the Plaintiff and an application under Order XXIII Rule 3 CPC was filed. The suit was decreed against the said Defendant Nos.1 and 2 as settled in terms of paras 36 (a) (i) to 36 (a) (iii) of the plaint. The suit remained pending in respect of the present Appellant.

16. The present Appellant filed an application under Order VII Rule 11 CPC as well as an application under Order XIII-A for a summary judgment. All applications were dismissed by the learned Single Judge on 23rd February, 2017. After admission/denial of documents was completed, the suit was listed before the learned Single Judge on 24th July, 2018 for case management.

17. In para 6 of the impugned order, it is recorded that submissions were addressed on behalf of both the parties “and both counsels have no objection if the suit is disposed of finally”. The learned Single Judge reserved orders on 24th July, 2018. In the impugned judgement delivered on 12th November, 2018 the learned Single Judge held as under:

i) As per the policy of the Appellant on protection of intellectual property in Court, any person who believes that its IPR rights are being violated could send a notice of infringement form, specifying the infringing listings. On being satisfied of the veracity and genuineness of the said notice, the Appellant immediately directs de-listing of the product. This is called as the PIP programme.

ii) There is a separate category for ‘replicas’ being sold on the website of the Appellant. While the PIP programme appeared to be effective, “the display of a replica window is definitely not condonable.”

iii) Quoting extensively from the decision of the learned Single Judge dated 2nd November, 2018 in CS (COMM) 344/2018 **Christian Louboutin SAS vs. Nakul Bajaj & Ors.**, the learned Single Judge noted that the question whether an online market place is an intermediary was dependent on a number of factors. The learned Single Judge in para 21 of the impugned order gave five instances on the basis of which the website of the present Appellant would be disqualified for exemption under Section 79 of the Information Technology Act, 2000 (‘IT Act’) since the role of its website was “more than that of an intermediary”.

18. Accordingly, the learned Single Judge proceeded to decree the suit issuing the following directions:

“a) Shopclues.com is directed with immediate effect, to disclose the complete details of all its sellers, their addresses and contact details on its website;

b) Shopclues.com is directed to obtain a certificate from its sellers that the goods are genuine;

a) Prior to uploading a product bearing the Plaintiffs marks, it shall notify the plaintiff and obtain concurrence before offering the said products for sale on its platform;

b) Shopclues.com enter shall into a proper agreement with its various sellers, under which it shall obtain guarantee as to authenticity and genuinity of the products as also provide for consequences of violation of the same;.

c) Upon being notified by the Plaintiff of any counterfeit product being sold on its platform, it shall notify the seller and if the seller is unable to provide evidence that the product is genuine, it shall take down the listing and notify the plaintiff of the same, as per the Intermediary Guidelines, 2011;

d) It shall also seek a guarantee from the sellers that the product has not been impaired in any manner and that all warranties and guarantees of the Plaintiff are applicable and shall be honoured by the seller. Products of any sellers who are unable to provide such a guarantee shall not be offered on the Defendant's platform;

e) The replica window appearing on the website is directed to be taken down within one week.”

19. When this appeal was first listed for hearing the Court was informed of the order passed by it in RFA (OS) (COMM) 1/2019 on 14th January, 2019 which was directed against a similar order dated 12th November, 2018 in

another suit CS (OS) No. 980/2016 filed by M/s L'OREAL against the present Appellant. The Court then directed in para 6 of the order as under:

“6. We direct that the ex-parte order passed on 14th October, 2014 by the learned Single Judge would continue to operate till the next date of hearing.”

Questions of law

20. Admit. The following questions of law arise for consideration in both the appeals from the impugned judgments of the learned Single Judge.

(i) Whether the learned Single Judge could have, merely on the basis that counsel for both parties agreed to the ‘final disposal of the suit’, dispensed with the further stages of framing of issues and recording of evidence as mandated by the CPC as further modified by the Commercial Courts Act, 2015 (CCA)?

ii) Were the findings and directions issued in respect of the Appellant beyond the scope of the suits themselves inasmuch as they granted reliefs not sought for by the Plaintiff itself in the suits?

Submissions of counsel for the Appellant

21. Mr. Sandeep Sethi, learned senior counsel appearing for the Appellant/Defendant at the outset pointed out that what was listed before the Court on 28th July, 2018 were the suits for the purposes of ‘case management’. The applications for interim injunction under Order XXXIX Rules 1 and 2 CPC filed by the Plaintiff were also pending and listed before the learned Single Judge along with the suits. He submitted that the mere

fact that both counsel for the Plaintiff in each suit and the present Appellant submitted that they had no objection if the “suit is disposed of finally”, did not mean that they had conceded to the procedure outlined in the CPC and CCA being dispensed with. In other words, there was no consent by the Appellant to dispense with the framing of issues arising from the pleadings specifying the reliefs being sought against the present Appellant by the Plaintiff. It also did not mean that recording of evidence and a full-fledged trial could be dispensed with. Mr. Sethi submitted that the question of the Appellant conceding to findings being rendered against it without any evidence being led in that behalf by the Plaintiff and without the Appellant having an opportunity to counter such evidence did not arise. He accordingly submitted that the procedure adopted by the learned Single Judge was unknown to law and on this short ground, the impugned judgment ought to be set aside in each of the cases.

22. Mr. Sethi also submitted that while the Appellant would have no objection to any injunction that restrains the selling of products that might be viewed as infringing the intellectual property rights of the Plaintiff in each of the cases, there could not be an omnibus finding by the learned Single Judge against the Appellant that it is not merely an intermediary but something beyond it and therefore it was not entitled to the protection under Section 79 of the IT Act.

23. The further findings against the Appellant that there are several infringement actions against it and that its website did not seem to be taking precautions to stop sale of counterfeits and its ‘replica’ window encourages

sellers to post lookalike products as a feature of the replica window “would constitute aiding and abetment of violation of intellectual property” were all without the Appellant having an opportunity to not only challenge such evidence but also lead its own evidence in defence. Accordingly, the findings against the Appellant were unsustainable in law. Inasmuch as the impugned judgment was the final judgment in decree and suit these findings were prejudicial to the Appellant and would constitute a precedent in other cases negating its defence that it is an intermediary entitled to the protection under Section 79 of the IT Act.

24. In this context Mr. Sethi submitted that the impugned judgment was contrary to several decisions of the Supreme Court and this Court including the order dated 3rd April, 2013 in CA No. 5168/2000 [*Sanchayani Savings Investment (Investment) Ltd. v. State of West Bengal*], judgment dated 23rd December, 2016 in FAO (OS) No. 540/2011 [*Myspace Inc. v. Super Cassettes Industries Ltd.*], order dated 9th July, 2014 in CS(OS) No. 1402/2014 [*Bayrische Motoren Werk G (BMW Group) v. Jagdishlal Batra*], the order of the learned Single Judge dated 18th January, 2017 in CS (COMM) No. 1655/2016 [*Kent RO Systems Ltd. v. Amit Kotak*] which was further affirmed with some modification by an order dated 1st May, 2017 of the Division Bench in FAO(OS) (COMM) No. 95/2017 [*Kent RO Systems Pvt. Ltd. v. E-bay India Private Limited*], order dated 4th November, 2016 in SC No. 485/2016 [*H.D.Lee Company v. Manish Kumar*] order dated 3rd September, 2015 of the Bombay High Court in Suit No. 1014/2015 [*Siddhi Vinayak Knots and Prints Pvt. Ltd. v. Crafts Villa*].

25. Mr. Sethi further submitted that the directions issued in para 20 of the impugned judgment to the present Appellant were far beyond what has been claimed by the Plaintiff in each of the suits. They were also incapable of being complied with by the Appellant. No such directions could have been issued beyond the pleadings and reliefs claimed in the suit without the Appellant having been issued notice on the relevant issues and in particular without issues even being framed in that regard.

Submissions of counsel for the Respondent

26. Mr. Rishi Bansal, learned counsel for the Respondent in both appeals, on the other hand referred to the provisions of Section 79 of the IT Act and submitted that the Appellant would not be entitled to the benefit of that provision as an intermediary if it had “conspired or abetted or aided or induced” in the commission of an unlawful act. However, he was unable to persuade the Court that the impugned findings and directions against the Appellant in the impugned judgment of the learned Single Judge could have been passed without issues being framed and without a full-fledged trial.

27. Mr. Bansal sought to contend that dispensing with the above two stages was perhaps on account of the submission by both counsel that they would have no objection “if the suit is disposed of finally.” However, he fairly stated that subject to the interim directions passed by the Court in the present appeals being maintained, the Respondent Plaintiffs were prepared for the suits to be revived before the learned Single Judge and to proceed to the next stages in terms of the CPC and CCA.

Question (i)

Whether the learned Single Judge could have, merely on the basis that counsel for both parties agreed to the ‘final disposal of the suit’, dispensed with the further stages of framing of issues and recording of evidence as mandated by the CPC as further modified by the Commercial Courts Act, 2015 (CCA)?

28. The two suits out of which the present appeal arises were undoubtedly IPR suits and therefore commercial suits within the definition of Section 2 (1) (c) read with Section 17) of the CCA. The stage at which both suits were at the time of passing of the impugned order was that admission/denial of documents had been completed following the completion of pleadings. The next stages in the suits were the settlement of issues in terms of Order XIV CPC. Since these were commercial suits, there also had to be, in terms of Order XV-A case management therein. In such case management hearing in terms of Order XV-A Rule 2, the Court had to pass an order framing the issues in accordance with Order 14 CPC. It had to finalise the list of witnesses to be examined by the parties and fix the dates by which affidavits of evidence had to be filed by the parties. Thereafter, evidence of witnesses had to be recorded and written arguments were to be filed by the parties. It had to fix the date on which oral arguments had to be heard, settle time limits for that purpose and thereafter completed and ensured that arguments were closed not later than six months from the date of the first case management hearing.

29. When both counsel informed the learned Single Judge, as recorded in para 7 of the impugned judgment in each of the suits, that they had “no

objection if the suit is disposed of finally”, they should not have been understood by the learned Single Judge to have agreed to the dispensing with the abovementioned procedure to be followed under the CPC read with the CCA. The above stages could not have been dispensed with except in the manner contemplated under the CPC read with the CCA.

30. Order XIII A inserted in the CPC by way of the Schedule to the CCA is titled ‘summary judgment’. Under the said provision an Applicant can apply for a summary judgment at any time after summons had been served on the Defendant. The grounds on which a summary judgment could be given has been specified in Order XIII A Rule 3. The procedure thereunder has also been clearly specified. The question of the trial judge *suo motu*, and without a formal application by the parties, exercising the power under Order XIII A CPC to deliver a ‘summary judgment’ does not arise. As explained by a Division Bench of this Court in ***Bright Enterprises Private Ltd. v. MJ Bizcraft LLP*** 236 (2017) DLT 295

“23. From the provisions laid out in Order XIII A, it is evident that the proceedings before Court are adversarial in nature and not inquisitorial. It follows, therefore, that summary judgment under Order XIII A cannot be rendered in the absence of an adversary and merely upon the inquisition by the Court. The Court is never an adversary in a dispute between parties.”

31. Therefore, while the dispensing of recording of oral evidence can take place in terms of Order XIII A CPC but that again has to be strictly in accordance with the procedure specified thereunder. Even Order XIII A CPC does not dispense with the framing of issues. Interestingly, in the present case in both suits the applications filed by the present Appellant under XIII A

CPC were dismissed. In other words, there was no application pending before the learned Single Judge under that provision by any of the parties i.e. either the Plaintiff or the present Appellant seeking the dispensation of oral evidence being recorded in the relevant suits. Therefore, there was no occasion for the learned Single Judge to have adopted the course whereby all further stages in the suits could have been dispensed with and the learned Single Judge could straightway pass the final judgment and decree in both suits.

32. The Court finds that the findings of the learned Single Judge to the effect that the Appellant is not merely an intermediary within the meaning of the IT Act and is therefore not entitled to the protection under Section 79 thereof was rendered without any evidence having been led by the Plaintiff and without the present Appellant having a chance to challenge the said evidence and also lead evidence in its behalf. Likewise, the specific findings rendered in para 18 against the present Appellant as regards the role of the Appellant herein as that of an intermediary was merely based on the pleadings in the suit without there being any evidence led by the parties. These findings were certainly adverse to the Appellant and could not have been rendered without following the procedure established by law.

33. So then how should have the learned Single Judge proceeded when counsel for the Plaintiff and the Appellant herein stated that they were agreeable to 'the final disposal of the suit'? First, it was necessary to refer to the governing provisions of the CPC and the CCA and notice that the stages of striking issues had not been crossed and to record the parties' statements

on the agreed issues that arose for determination on the basis of the pleadings. Thereafter even if one were to consider the submission of the parties to be relatable to order XIII-A CPC, it was necessary to insist on a written application thereunder and thereafter, to contemporaneously record on oath the statements of the authorised representatives of the parties that they were agreeable to dispensing with the leading of evidence and for the suit to proceed to final arguments on the basis of the affidavits on record. This Court would insist on the 'contemporaneous' or 'immediate' recording of such statements to obviate a plea later on by any of the parties that no such statement was made or that counsel appearing on their behalf was not authorised to make such statements. In a situation like the present one, where the parties were not presenting to the Court a 'settlement' under Order XXIII Rule 3 CPC, but were still in the adversarial mode wanting a finding on the issues, the Court has to ensure that the parties understand the implications of agreeing to dispense with the leading of evidence. In other words, the Court has to be satisfied that the parties have voluntarily given up the right to not only cross-examine the deponents of the affidavits against them but to also give up the right to lead evidence in their respective defence.

34. The recording by the learned Single Judge in the impugned orders in the present matters that both counsel have “no objection if the suit is disposed of finally”, gives no indication whether the said ‘concession’ was on the instructions of the respective clients (and whether those giving the instructions were authorised to do so). Also, since the said statement was supposed to have been made on 28th July 2018 and the judgment came to be

delivered on 12th November 2018, it has given room for one of the parties to contend in appeal that it had not agreed to the dispensing with the striking of issues, and the recording of evidence. Therefore, the need for some precautions while recording such ‘concessions’ by counsel which have implications for the parties in an adversarial setting.

35. Consequently, question (i) has to be answered in the negative. It is held that could not have, merely on the basis that counsel for both parties agreed to the ‘final disposal of the suit’, dispensed with the further stages of framing of issues and recording of evidence as mandated by the CPC as further modified by the Commercial Courts Act, 2015 (CCA).

Question (ii)

Were the findings and directions issued in respect of the Appellant beyond the scope of the suits themselves inasmuch as they granted reliefs not sought for by the Plaintiff itself in the suits?

36. The suits proceeded to a final disposal without evidence having been led by the parties. The learned Single Judge has in the impugned judgment rendered adverse findings *qua* the website of the Appellant without an opportunity to the Appellant to challenge the evidence, if any, of the Plaintiff on those aspects or to lead evidence in its defence. For e.g., the finding that “repeated sales of counterfeits have been encountered on the website” or that “despite several infringement actions against it, the website doesn't seem to be taking precautions to stop sale of counterfeits” does not appear to be based on the ‘evidence’ led even by the Plaintiff.

37. Further, the Court finds that the numerous directions issued to the present Appellant in para 20 were far beyond the scope of the pleadings in each of the suits. The Plaintiff in each of the suits, had not sought any direction from the Court that the website of the present Appellant should be directed with immediate effect to disclose “the complete details of all its sellers, their addresses and contact details on its website” and so on and so forth. No such directions which went far beyond the scope of the pleadings in either of the suits could have been issued by the learned Single Judge while finally decreeing the two suits against the present Appellant.

38. A civil suit, and in particular a commercial suit, has to proceed strictly in terms of the procedure outlined in the CPC read with the CCA. While speedy disposal of the suit is an intended objective of the CCA, the provisions therein, which are by way of an amendment to the CPC, are not to be by-passed in that process.

Conclusion

39. The Court therefore sets aside the final judgement and decree dated 12th November, 2018 passed by the learned Single Judge in each of the suits. The Court restores both suits i.e. CS (COMM) No. 980/2016 and the pending IA therein i.e. IA No. 24186/2014 as well as CS(COMM) No. 979/2016 and the pending IA No. 24578/2014 to the file of the learned Single Judge and directs them to be listed for directions on 6th May, 2019.

40. As far as the interim direction is concerned, it is directed that in IA No. 24186/2014 in CS(COMM) 980/2016, the earlier order dated 14th October,

2014 passed by the learned Single Judge would continue to operate and further the statements made by the present Appellant as recorded in para 8 and the further directions issued in para 9 of the interim order dated 14th January, 2019 passed by this Court in the present appeal would continue to operate during the pendency of the suit.

41. As far as IA No. 24578/2014 in CS(COMM) No. 979/2016 is concerned, while the interim order dated 8th December, 2014 passed by the learned Single Judge would continue to operate, the directions issued by this Court in para 6 (iii) & (iv) in the order dated 1st February 2019 would also continue to operate during the pendency of the suit.

42. The appeals are allowed and the applications are disposed of in the above terms.

S. MURALIDHAR, J.

I.S. MEHTA, J.

APRIL 04, 2019

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