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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 624/2019 & IA No.15766/2019 (u/O XXXIX R-1&2 CPC)**
EXXON MOBIL CORPORATION Plaintiff

Through: Ms. Anuradha Salhotra, Mr. Sumit
Wadhwa & Mr. Rishabh Srivastava,
Advs.

Versus

KARAN DHARMENDRA PARIKH & ANR. Defendants

Through: Mr. N. Mahabir & Mr. P.C. Arya,
Advs. for D-1.
Mr. Aadhar Nautiyal & Ms.
Rudrakshi Deo, Advs. for D-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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28.02.2020

IA No.2875/2020 (of the defendant no.1 under Section 151 CPC)

1. Accommodation is sought in payment of costs imposed vide order dated 22nd January, 2020.
2. Mr. Dharmendra Parikh, father of defendant no.1 Karan Dharmendra Parikh is present in person and has handed over a cheque of Rs.50,000/- to the counsel for the plaintiff and undertakes to this Court that the said cheque will be honoured on presentment. He further undertakes that another sum of Rs.50,000/- will be paid on or before 6th March, 2020 and further undertakes that the balance amount of Rs.2,00,000/- will be paid on or before 31st March, 2020 as directed.
3. The aforesaid undertaking of the father of the defendant no.1 on behalf of defendant no.1 is accepted by this Court and the defendant no.1

and his father are ordered to be bound therewith and made aware through counsel, of the consequences of breach of undertaking given to the Court.

4. Subject to the defendant no.1 paying as per undertaking, the time for payment of Rs.3,00,000/- is extended till 31st March, 2020. However if there is breach in any part of the undertaking, the plaintiff shall be entitled to recover the entire costs of Rs.5,68,000/- with interest as decreed and also proceed against the defendant no.1 and his father for breach of undertaking given to the Court.

5. The application is disposed of.

RAJIV SAHAI ENDLAW, J

FEBRUARY 28, 2020

‘gsr’..