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

+ **CS(COMM) 348/2019 & IA No.9047/2019(u/O XXXIX R-1&2 CPC)**

HINDUSTAN UNILEVER LIMITED

..... Plaintiff

Through: **Ms. Tusha Malhotra and Ms.
Pankhuri Malik, Advs.**

Versus

AHUJA TELECOMMUNICATION & ANR.

..... Defendants

Through: **None.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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20.01.2020

1. This order is in continuation of the earlier orders with effect from 9th July, 2019.
2. The summons issued to the defendant No.3 Ravinder Kumar are reported to be unserved. The counsel for the plaintiff on first call however stated that an affidavit of service had been filed. The same was not on record. The matter was passed over and the affidavit of service is now on record. The counsel for the plaintiff states that the defendant No.3 has been served.
3. There is no reason to disbelieve the counsel for the plaintiff.
4. None appears for the defendant No.3.
5. Considering the nature of the suit and the past history, the need to await the defendant No.3 further, is not felt.
6. The defendant No.3 is proceeded against *ex-parte*.

7. The suit, insofar as against the defendant No.1 has already been disposed of and the defendant No.2 has already been deleted from the array of defendants on 28th August, 2019.

8. On the averments contained in the plaint, the need to relegate the plaintiff for *ex-parte* evidence against defendant No.3, insofar as for the relief of permanent injunction is concerned, is not felt.

9. The counsel for the plaintiff states that the plaintiff is confining the claim for damages against the defendant No.3, only to the extent of the seizure affected in the commission executed at the address of the defendant No.3 i.e. in the sum of Rs.9,17,000/-.

10. A decree is accordingly passed, in favour of the plaintiff and against the defendant No.3 Ravinder Kumar, (i) of permanent injunction in terms of prayer paragraph 61(a), (b), (c) & (d) of the plaint dated 3rd December, 2019; (ii) of recovery of damages in the sum of Rs.9,17,000/-; (iii) of delivery of goods seized from the premises of the defendant No.3, stated to be already in custody of the plaintiff, to the plaintiff with liberty to the plaintiff to destroy the same; and, (iv) of recovery of costs of the suit assessed at court fees paid and professional fee and expenses assessed at Rs.5 lacs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JANUARY 20, 2020
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