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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ EX.P. 60/2019, EA No.886/2019(u/S.37 CPC)
AQUALITE INDIA LIMITED & ANR. Decree Holders
Through: Mr. Peeyoosh Kalra with Mr. C.A.Brijesh &
Mr. Dhruv Grover, Advs.

Versus

CROCS INC. Judgement Debtor
Through: Mr. Rajshekhar Rao with Mr. Ajay Amitabh
Suman & Mr. Areeb Y. Amanullah, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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22.01.2020

1. This order is in continuation of the earlier orders with effect from 22nd July, 2019.
2. The counsel for the judgment debtor states that as per the computation of the judgment debtor, the costs payable to the decree holders are in the sum of Rs.14,31,167/- but the decree holder is wanting Rs.20,47,750/-.
3. On enquiry, it is stated that the judgment debtor will pay the said costs within 8 weeks.
4. It is yet further stated that the costs be permitted to be deposited in this Court, since the order vide which costs was imposed is subject matter of appeal.
5. The counsel for the decree holder justifies the entire costs of Rs.20,47,750/- and opposes the long time of 8 weeks sought. It is further stated that the request as made today for deposit in the Court, was made before the Supreme Court also and has been rejected.

6. No case for directing the costs to be deposited in this Court is made out.
7. The time of 8 weeks sought for payment of costs is not found to be reasonable, especially considering that the judgment debtor is carrying on business in India and the goods of the judgment debtor are being sold in India as well as in Delhi.
8. As far as the difference between the computation of costs is considered, need to spend the time of the Court thereon is not felt, considering that there is no certificate of costs issued by any Court. It is felt that posting the matter further, for this Court to compute the costs, would only further increase the costs of the litigation to the respective parties. It is thus deemed appropriate to fix the costs recoverable by the decree holders from the judgment debtor at Rs.17,50,000/-.
9. The counsel for the judgment debtor states that the judgment debtor through Mr. Rishi Bansal, Authorized Constituted Attorney undertakes to this Court that the costs shall be paid on or before 15th February, 2020.
10. Accepting the aforesaid undertaking and making the said Mr. Rishi Bansal, through Advocate, aware of the consequences of breach of undertaking given to this Court, issuance of warrants of attachment of the goods of the defendant at various premises of the defendant is not made and the execution is disposed of with liberty to the decree holder to apply for revival, if the undertaking is not abided by. It is also made clear that if the undertaking is not abided by, further costs and penalty shall follow.

RAJIV SAHAI ENDLAW, J.

JANUARY 22, 2020

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