

**CS No-191/2020**

**Dr. Abhishek Manu Singvi v/s Sarosh Zaiwalla & ors**

23.06.2020

Present: Plaintiff in person along with Sh. Vijay Aggarwal, Sh. Naman Joshi and Sh. Mr. Jaivir Shergill, counsels for the plaintiff.

CEO, Mr. Anatha Padmanabhan for defendant no.2 in person along with Ms. Swathi Sukumar and Sh. Shivam Patanjali, counsels for the defendant no.2.

This suit bearing no. CS-191/2020 has been received by assignment. It be checked and registered. Perused.

This suit was filed on 13.04.2020. Along with the suit, an application under Order 39 Rule 1 and 2, CPC was filed on behalf of plaintiff on which, vide order dated 13.04.2020, the defendant no.1 was restrained from making any further unverified, unsubstantiated and ex facie defamatory statements concerning the plaintiff and his family or repeating and republishing the statements made in the article and reproduce in the plaint at Paragraph no.18 during the pendency of the suit. Similarly, defendant no.2, 4, 5 and 6 or their associates, agents, representatives, wholesalers and/or distributors were restrained from marketing, selling or supplying the book titled "*Honor Bound: Adventures of an Indian Lawyer in English Court*" to individuals or book vendors/sellers for reading or further resale during the pendency of the suit till the next date of hearing.

Summons of the suit and notice of the applications under Order 39 Rule 1 and 2 and under Order 2 Rule 2 was directed to be served upon all the defendants through all modes. The plaintiff was also directed

to comply with the provisions of Order 39 Rule 3, CPC.

The copy of the affidavit dated 04.05.2020 is filed as to placing on record the proof of service of this suit as well as the order upon all the defendants on 14.04.2020 by E-Mail except on defendant no.4 upon whom it was served on 15.04.2020. Copy of the E-mail filed along with the reply on behalf of Flip kart Internet Private ltd, Sorosh Zaiwalla. No certificate under Section 65 B of the Evidence Act filed.

The matter was listed on 04.05.2020 but none appeared for the defendants and plaintiff. The matter was thereafter listed for 16.07.2020 before the Ld. District and Sessions Judge for allocation from where the suit was assigned to this court.

A joint application under Order 23 Rule 3, CPC was moved by the plaintiff and the Authorized representative of defendant no.2 i.e. CEO along with the supporting affidavits, board resolution of defendant no.2 and vakalatnama for defendant no.2 and copy of settlement agreement dated 17.06.2020.

It is stated in the application that since the passing of the order, the plaintiff and defendant no.2 had their discussions and they have mutually and amicably arrived at the settlement agreement on 17.06.2020. Further, defendant no.2 has issued a letter of compliance dated 19.06.2020 and complied with the agreement. It is stated that in terms of the settlement agreement, plaintiff and defendant no.2 wish to put an end to the disputes between them arising from the publication of the above book published by defendant no.2. It is stated that upon passing of decree in terms of the settlement agreement, all disputes between the plaintiff and defendant no.2 shall stand settled and the defendant no.2 be deleted from the array of

parties of the suit. It is stated that the plaintiff's suit qua defendant no.1 and 3-6 will continue to subsist. It is stated that the settlement agreement has been entered by the plaintiff and defendant no.2 voluntarily and out of their own free will and neither of the party is under any pressure, coercion and undue influence or force.

Parties/Attorney along with their counsels are present through Video conferencing. Heard. The parties and the counsels reiterated what has been stated in the settlement agreement and stated that the plaintiff and defendant no.2 have entered into a amicable settlement voluntarily in terms of the settlement agreement. The plaintiff has been identified by Sh. Naman Joshi, Advocate, Enrollment No. D-997/2014. Sh. Anantha Padmanabhan, CEO of defendant no.2 is identified by Ms. Swathi Sukumar, Enrollment no. D-1085/2005. Let the joint statement of the parties/their counsels be recorded.

Joint Statement of Sh. Abhishek Manu Singhvi, S/o Late Dr. L.N Singhvi, A-129, Niti Bagh, New Delhi, Mobile No. 9810027705 and Sh. Anantha Padmanabhan, CEO, Harper Collins Publishers India P.ltd, office at A-75, Sector-57, Noida, UP, Mobile No. 9818010044.

ON SA

I Abhishek Manu Singhvi (plaintiff) and I Anantha Padmanabhan, CEO, Harper Collins Publishers India P.ltd state that we have moved the joint application under Order 23 Rule 3, CPC which bears our signatures at Points A and B respectively which is Ex. C-1. The application contains my

affidavit Dr. Abhishek Manu Singhvi and my affidavit Mr. Anant Padmanabhan which are Ex. C-2 and Ex.C-3 respectively. My (Anantha Padmanabhan) Aadhar No. is 523146324625. My (Abhishek Manu Singhvi) Aadhar Card No. is 586394177697. The copy of board resolution in favour of Anantha Padmanabhan is Ex. C-4 issued by the Company Harper Collins Publishers India Pvt ltd. The Authorization in favour of law firm, Obhan and Associates is Ex. C-5. The settlement agreement is Ex. C-6 which bears our signatures at Points A and B.

We state that we had discussions and we have mutually and amicably arrived at the settlement agreement on 17.06.2020. Further, defendant no.2 has issued a letter of compliance dated 19.06.2020 and complied with the agreement. We state that in terms of the settlement agreement, we wish to put an end to the disputes between us arising from the publication of the above book published by defendant no.2. We state that upon passing of decree in terms of the settlement agreement, all disputes between me i.e. the plaintiff and the defendant no.2 shall stand settled and the defendant no.2 be deleted from the array of parties of the suit. I Abhishek Manu Singhvi state that the plaintiff's suit qua defendant no.1 and 3-6 will continue to subsist. We state that the settlement agreement has been entered by us voluntarily and out of their own free will and neither of the us under any pressure, coercion and undue influence or force. We are giving the statement voluntarily.

RO & AC

(Sanjiv Jain)  
District Judge/Commercial  
Court-03/ New Delhi

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23.06.2020

Present: Plaintiff in person along with Sh. Vijay Aggarwal, Sh. Naman Joshi and Sh. Mr. Jaivir Shergill, counsels for the plaintiff.  
CEO, Mr. Anatha Padmanabhan for defendant no.2 in person  
along with Ms. Swathi Sukumar and Sh. Shivam Patanjali, counsels for the defendant no.2.

It is 3.30 PM. After recording the statement through video conferencing, the statement was sent to the parties for their signatures. The E-mail is received bearing the signatures of the parties who have been identified by their counsels.

I have perused the compromise as well as the application. This suit relates to publication of a book authored by the defendant no.1 by the publisher i.e. defendant no.2. Defendant no.3 is a Media house while defendant no.4 and 5 are the online sellers of the book. Defendant no.6 is the representatives of the other persons connected with the book etc.

On the application under Order 39 Rule 1 and 2, CPC, an ex-parte interim injunction was granted in favour of the plaintiff vide order dated 13.04.2020 and the defendant no.1 was restrained from making any further unverified, unsubstantiated and ex-facie defamatory statements concerning the plaintiff and his family or repeating and republishing the statements made in the article and reproduce in the plaint at Paragraph no.18 during the pendency of the suit. Similarly, defendant no.2, 4, 5 and 6 or their associates, agents, representatives, wholesalers and/or distributors were restrained from marketing, selling or supplying the book titled "*Honor Bound: Adventures of an Indian Lawyer in English Court*" to individuals or book vendors/sellers for reading or further resale during the pendency of the suit till the next date of hearing.

Next date in this matter is 16.07.2020.

Now the plaintiff and the defendant no.2 have entered into a settlement vide settlement agreement Ex. C-6. They have moved a joint application Ex. C-1 for recording of the settlement which was recorded through video conferencing. The parties have stated that they have mutually and amicably arrived at the settlement vide settlement agreement Ex. C-6

and have decided to put an end to the disputes between them arising from the publication of the book by defendant no.2. Defendant no.2 has also issued a letter of compliance dated 19.06.2020 pursuant to the settlement agreement.

In view of the voluntary statement given by the plaintiff and on behalf of defendant no.2 by CEO of defendant no.2 an authorized person vide Board resolution Ex.C-4, this suit qua the parties i.e. plaintiff and defendant no.2 is compromised. Parties are bound by the terms of the settlement Ex. C-6.

Let the case proceed/continue against defendant no.1, 3 to 6 and be listed on 16.07.2020 i.e. date already fixed. Decree sheet qua this compromise between plaintiff and defendant no.2 be prepared. No orders as to cost.

(Sanjiv Jain)  
District Judge/Commercial  
Court-03/ New Delhi

Certified that the hearing through video conferencing was smooth and audible to the counsels for the parties as well as the court. The video conferencing started at 01.00 PM till 01.45 PM and 02.15 PM till 02.45 PM.

(Sanjiv Jain)  
District Judge/Commercial  
Court-03/ New Delhi