

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

+ **CS(OS) No.2635 of 2000**

% **Date of Decision: 09.11.2010**

Vasudeva Publicity Service & Another Plaintiffs

Through Mr.Ravi Kant Chaddha, Sr.Advocate
with Ms.Pooja Verma, Advocate.

Versus

MRF Ltd. Defendant

Through Ms.Surekha Raman, Advocate.

**CORAM:
HON'BLE MR. JUSTICE ANIL KUMAR**

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| 1. Whether reporters of Local papers may be allowed to see the judgment? | YES |
| 2. To be referred to the reporter or not? | NO |
| 3. Whether the judgment should be reported in the Digest? | NO |

ANIL KUMAR, J.

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1. The matter is listed pursuant to office objection that the principal amount as stipulated in paragraphs 33 and 41 is different than the principal amount mentioned in other paragraphs.

2. Learned Senior Counsel Mr.Ravi Kant Chaddha with Ms.Pooja Verma, Advocate for the plaintiffs and Ms.Surekha Raman, Advocate for the defendant are present.

3. Learned Senior counsel for the plaintiffs states that there appears to be typographical error in paragraphs 33 and 41 of the Judgment

dated 2nd July, 2010 as the principal amount in the suit is Rs.58,43,756/- and not Rs.50,43,756/- as mentioned in paragraphs 33 and 41 of the Judgment dated 2nd July, 2010. It is contended that it is on account of typographical error. The learned counsel for the defendant also admits that there are typographical mistakes in paragraphs 33 and 41 of the Judgment regarding principal amount.

4. Consequently, paragraphs 33 and 41 are modified so as to correct the typographical error in respect of the principal amount of the suit mentioned therein. After correction of the typographical error in paragraphs 33 and 41 of the Judgment dated 2nd July, 2010 shall read as under:-

“33. Therefore what is to be determined is whether the plaintiffs are entitled for interest, and if so, on what amount at what rate and for what period. This Court has decreed the suit of the plaintiffs. The plaintiffs have claimed an amount of Rs.20,84,176/- as interest at the rate of 24% per annum on the principal amount of Rs.58,43,756/-. The suit was filed by the plaintiffs on 7th November, 2000, and therefore, it is assumed that amount of Rs.20,84,176/- is the interest claimed by the plaintiffs at the rate of 24% per annum till the said date. The amount of Rs.11,10,186/- after deducting an amount of Rs.23,814/- towards TDS was paid after the institution of the suit pursuant to order dated 24th May, 2002.

41. The plaintiffs are also awarded pendente lite and the future interest from the date of institution of the suit till the recovery of the amount at the rate of 6% in the facts and circumstances. The plaintiffs shall be entitled for pendente lite interest at the rate of 6% on the amount of Rs.58,43,756/- till the amount of Rs.11,10,186/- and TDS amount of Rs.23,814/- was paid pursuant to order dated 24th May, 2002. From the date of payment of the said amount, the plaintiffs shall entitled for pendent lite interest

at the rate of 6% per annum on the balance amount after deducting the amount which was paid and deducted pursuant to order dated 24th May, 2002. The plaintiffs shall be entitled for the future interest also at the rate of 6% till the amount decreed in favour of the plaintiffs is paid. The issue is decided accordingly.

In the circumstances, pursuant to office notings and with the consent of the counsel for the parties, typographical errors in paragraphs 33 and 41 are corrected.

5. Learned counsel for the parties also state that an appeal was filed against the judgment dated 2nd July, 2010 by the respondent and in the first appeal filed against the judgment and decree dated 2nd July, 2010, the matter has been amicably settled between the parties and the amount has been paid to the plaintiff and in the circumstances, the above principal amount of the suit is no more relevant.

6. In the circumstances, no further orders are required except the typographical correction carried out in paragraphs 33 and 41 of the Judgment dated 2nd July, 2010. Ordered accordingly.

November 09, 2010
'VK'

ANIL KUMAR J.