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

\+ CS(COMM) 126/2024, I.A. 3133/2024, I.A. 4696/2024

OIKOS S P A ..... Plaintiff

Through: Mr. Rahul Tyagi and Ms. Nikita Capoor, Advocates.

versus

OIKOS INDIA PVT LTD & ANR. ..... Defendants

Through: Mr. Aditya Madan and Ms. Roopa Dayal, Advocates.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **10.04.2024**

1. The detailed factual backdrop to the present suit has been captured in order dated 9th February, 2024, and accordingly, for the sake of brevity, the same is not being reiterated here. On the said date, Mr. Aditya Madan, counsel for the Defendants, drew specific attention to Clause 4.2 of the letter of permission dated 15th July, 2003 executed between the parties, which reads as under:

> *"4.2 The Grantor can withdraw the permission given by the present letter for any or all the products listed in Enclosure one at any time, by giving in writing to the Dealer communication 90 days in advance. In such occurrence the Dealer will be obliged to immediately stop the production of the drum/s subject of the withdrawal, but will be allowed to sell all the stock already packed."*

2. In terms of Clause 4.2, the Plaintiff (Grantor) can withdraw

permission for dealing in any products listed in the Enclosure at any time by providing a written notice 90 days in advance. However, while the Defendant No. 1 (Dealer) is obligated to cease production immediately pursuant to such withdrawal, they would still be allowed to sell all packaged stock. Accordingly, Mr. Madan contends that the Defendants should be authorized to sell their existing stock, fully manufactured and packaged, which he has estimated to be valued at INR 4,87,93,405 as of 31st March, 2024. A detailed stock-statement prepared by the Defendants has been presented to the Court and shared with the Plaintiff's counsel.

3. In these circumstances, Mr. Madan suggests three potential options for resolution of disputes: (i) the Plaintiff may re-purchase the items as per stock statement; (ii) the Plaintiff may transfer the stock to a newly appointed distributor; or (iii) the Plaintiff may allow the Defendants to deplete the existing stock. Additionally, he requests that the Defendants be permitted to continue using the website www.oikosindia.com for the sole purpose of selling these goods, emphasising that this website was specifically created for selling the goods acquired from the Plaintiff.

4. Mr. Rahul Tyagi, counsel for the Plaintiff appearing through video conferencing, states that he will have to take instructions on the aforenoted proposal of Mr Madan. Further, considering the fact that the Plaintiff last shipped products to the Defendants in October 2022, he raises doubts as to whether the stock of goods as per the stock statement are actually packaged from the material supplied by the Plaintiff.

5. At this juncture, the Court notes that on an earlier occasion, at the Plaintiff's request, a Local Commissioner had been appointed for verification of the stock lying with the Defendant. However, subsequently,

the Plaintiff later refrained from executing this commission and applied to the Court for the Local Commissioner to be discharged. Given these developments, the Court finds it incongruent for the Plaintiff to now question the stock's authenticity. Consequently, it is directed that Mr. Allessandro Balestri, Director, Oikos SPA, as well as the Director of the Defendant shall join the proceedings through video conferencing mechanism on the next date of hearing.

6. List on 26th July, 2024.

SANJEEV NARULA, J

APRIL 10, 2024
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