

IN THE CARDIFF COUNTY COURT

Claim no: 1CF00072

BETWEEN

THE OFFICE OF FAIR TRADING

Claimant

and

(1) ARORA TECH LIMITED

Defendants

(2) MR PAVAN ARORA

ORDER

IF YOU, PAVAN ARORA, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT OR TO BE FINED OR TO HAVE YOUR ASSETS SEIZED.

IF ARORA TECH LIMITED DISOBEYS THIS ORDER, IT MAY BE FINED, ITS DIRECTORS (INCLUDING YOU, PAVAN ARORA) MAY BE SENT TO PRISON OR FINED OR ITS ASSETS MAY BE SEIZED.

IT IS ORDERED THAT the First Defendant and the Second Defendant shall each

- (1) not represent on any of their websites that they have goods available for dispatch within a particular time, unless they do indeed have such goods available for dispatch;
- (2) not on any of their websites invite any persons to purchase goods at a particular price without also informing such persons of any reasonable grounds that they may have for believing that they will not be able to offer for supply, or to procure another trader to supply, those goods or equivalent goods at the advertised price within the period advertised on any such website or, if sooner, within 30 days and in such quantities as are likely to enable them to fulfil any such purchases;
- (3) not take payment from any person who has ordered goods on any of their websites unless they have those goods available for dispatch

within the period advertised on the website on which the goods were ordered or, if sooner, within 30 days;

(4) use their best endeavours to dispatch to any person who has ordered any goods from their websites those goods, within the period advertised on the website on which the goods were ordered or, if sooner, within 30 days;

(5) if they are unable to dispatch any goods as set out in paragraph (4) because those goods are not available,

(i) inform the person in question by written or telephonic communication, and

(ii) reimburse any sum paid by or on behalf of the person for those goods

within the period advertised for dispatch on the website on which the goods were ordered or, if sooner, within 30 days beginning with the date after which the order was made;

(6) reimburse any sum paid by or on behalf of any person who has ordered any goods from their websites as soon as possible and in any event within 30 days after they receive from such a person a written notice of cancellation made in accordance with regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000, provided that they may make any deductions permitted by regulation 14(5) of those regulations;

(7) provide on their website their electronic mail address or addresses, which make it possible to contact them rapidly and communicate with them in a direct and effective manner;

(8) within 14 days of the date of this order, provide to the Claimant all of the following information and documentation (save to the extent that it is not within their knowledge or possession and cannot be obtained or ascertained by any reasonable means):

- (i) a list of all purchases (including an itemised breakdown of individual purchases where more than one item was purchased as part of a single transaction) made from 1 August 2009 on all websites operated by them or by a company of which either is a controlling shareholder or director, including shop4tek.com, esave2day.com and pricebustersuk.com, specifying
 - (a) what was purchased in each instance,
 - (b) the date of purchase, and
 - (c) how much each purchase cost; and
- (ii) evidence of either:
 - (a) delivery of the item(s) purchased, including evidence of the date of dispatch, evidence that the items were in stock at the time of dispatch, and evidence that the delivery was made; or
 - (b) where delivery of the item(s) purchased has not occurred, evidence of refund of the purchase price (such as bank statements or other financial records), including evidence of receipt of the purchase price from the consumer, evidence of the refund being made, and evidence of the date on which the refund was made; and
- (iii) if any purchases identified in the list required by paragraph (8)(i) above have not been delivered or refunded, a list of those purchases setting out why they have not been delivered and/or refunded as the case may be.

IT IS FURTHER ORDERED THAT the First Defendant and the Second Defendant shall, jointly or severally, make the following payments within 14 days of the date of this Order:

(A) £23.49 to

;

(B) £23.49 to

;

(C) £19.95 to

; and

(D) £9,509.24 to the Claimant in payment of the Claimant's costs of these proceedings.