

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 91 OF 2016
WITH
NOTICE OF MOTION NO. 719 OF 2016

Mayfair Housing Private Limited ...Plaintiffs
Versus
Mayfair Spaces Limited & Others ...Defendants

Mr. Mayur Khandeparkar, *with Mr. Nivit Srivastava, Mr. Nakul Jain, Mr. Harsh Behany, i/b Maniar Srivastava Associates, for the Plaintiffs/Applicants.*
Mr. Vinod Bhagat, *with Mr. Puneet Jain, i/b G.S. Hegde & V.A. Bhagat, for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 4th May 2016

PC:-

1. The dispute between the parties relates to the use of the word of mark “MAYFAIR”. Given that the parties have agreed to compromise the entire Suit and both Mr. Khandeparkar for the Plaintiffs and Mr. Bhagat for the Defendants have instructions in this behalf, it is not necessary to examine the matter on merits.

2. The Defendants have agreed that they will, within a period of three months, change their corporate name to remove the word

MAYFAIR from it. This will apply to the 1st Defendant and all its sister concerns, group companies, partnership firms and other entities that are part of or associated with the Defendants. This is accepted as an undertaking to the Court.

3. It is stated that the Defendants have three projects, all in Vadodara, the construction of which is complete. These are known as **Mayfair Sunrise**, launched in 2012; **Mayfair Millenium**, launched in 2013; and **Mayfair-The Address**, launched in 2013. Mr. Bhagat states that there is unsold inventory in one of more than one of these three projects. While the Defendants agree that they will not commence any new project hereafter using the mark **MAYFAIR** (whether as a name or as a mark) it is also agreed that the Defendants will be entitled to sell the unsold units in any of these three projects without having to change the names of the projects themselves. In doing so, however, any advertisement issued by the Defendants will not be in the name of an entity or enterprise of any nature that has the name or mark **MAYFAIR** in it, although, till such inventory is disposed of, the project names as shown above will remain unchanged.

4. In view of this, the Plaintiff does not press its prayer for damages.

5. There will be a decree in terms of prayer clauses (a), (b) and (e). The Suit is disposed of in these terms with no order as to costs.

6. Refund of court fee, if any, in accordance with the Rules.

7. The pending Notice of Motion is disposed of as infructuous.
8. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)