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

+ EX.P. 395/2012

EIH LTD AND ANR

..... Decree Holder

Through: Mr. Pravin Anand and Ms. Tanvi
Misra, Advocates.

versus

VIKAS OBEROI AND ORS

..... Judgement Debtors

Through: Mr. Rajiv Nayar, Sr. Adv. Mr. Sudhir
Chandra Agarwal, Sr. Adv. with Mr.
Vinod Bhagat and Mr. V.S.Rashmi
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **08.02.2016**

**Ex.P.No. 395/2012 & E.A(OS) Nos. 931/2012 (U/s 151 CPC for
direction) & EA(OS) 932/2012 (U/o 13 Rule 1 r/w 151 CPC)**

1. The limited issue in this execution petition is compliance or alleged non-compliance by the defendants/judgment debtors of the consent decree dated 8.4.2010 passed in terms of the joint agreement between the parties dated 27.11.2009.

2. The issue is whether the defendants/judgment debtors are using the mark oberoi along with the expressions 'realty' or 'development' or

‘construction’ or other words connoting real estate affairs and only on doing so the judgment debtors will be complying with the consent decree.

3. Learned counsels for the defendants/judgment debtors state that the documents which have been filed with the execution petition are not of the defendants/judgment debtors but are of the another company M/s Knight Frank, and there were or are no instructions or directions by the defendants/judgment debtors to the said M/s Knight Frank directly or otherwise to use the name ‘OBEROI’ without user of the expressions ‘realty’ or ‘development’ or ‘construction’ or other words connoting real estate affairs.

4. Learned senior counsel for the judgment debtors/defendants reiterates the obligations of the defendants/judgment debtors in terms of the compromise agreement dated 27.11.2009 and the consent decree drawn thereupon dated 8.4.2010 that defendants/judgment debtors will whenever giving publicity to their projects in whatsoever manner, will along with the word ‘OBEROI’ use the word ‘realty’ or ‘development’ or ‘construction’ or other words connoting real estate affairs and will not use the word ‘OBEROI’ in the independent usage without using the word ‘realty’ or

‘development’ or ‘construction’ or other words connoting real estate affairs.

5. Learned senior counsel for the judgment debtors/defendants, on instructions states that they have withdrawn the applications filed for registration of the trademark, and which was their obligation in terms of the consent decree dated 8.4.2010.

6. It is also clarified that with respect to the buildings which were constructed by the judgment debtors prior to passing of the consent decree dated 8.4.2010, the judgment debtors have no right, title and interest in such buildings and which buildings are being managed by the flat owners and the association/society of the flat owners.

7. Judgment-debtors will be bound by their statement made in Court today through their counsels.

8. A sample advertisement as per the case of the judgment debtors showing that the word ‘OBEROI’ has not been used independently is filed, but, it is made clear that this has no reflection either on compliance or non-compliance of the consent decree dated 8.4.2010, and as already stated above, judgment debtors through their counsel will be bound by the statement made today in this Court as recorded above.

9. This order operates between the parties to the suit and the present execution petition.

Execution petition and E.As are disposed of with the aforesaid observations.

VALMIKI J. MEHTA, J

FEBRUARY 08, 2016

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