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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION**

**SUIT NO. 210 OF 2014
WITH
NOTICE OF MOTION NO. 1058 OF 2016
WITH
CHAMBER SUMMONS NO. 744 OF 2019
IN
SUIT NO. 210 OF 2014.**

Hiranandani Construction Pvt. Ltd. & Ors. ... Plaintiffs.
Versus
Hiranandani Living Pvt. Ltd. & Ors. ... Defendants.

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Mr. Virag Tulzapurkar, Sr. Counsel and Mr. Mustafa Safiyuddin & Mr.
Hassan Safiyuddin i/b ABH Law LLP for Plaintiffs.
Mr. F. E. DeVitre, Senior Advocate a/w Mr. Dharmesh Jain i/b Anil T.
Agarwal for Defendants.

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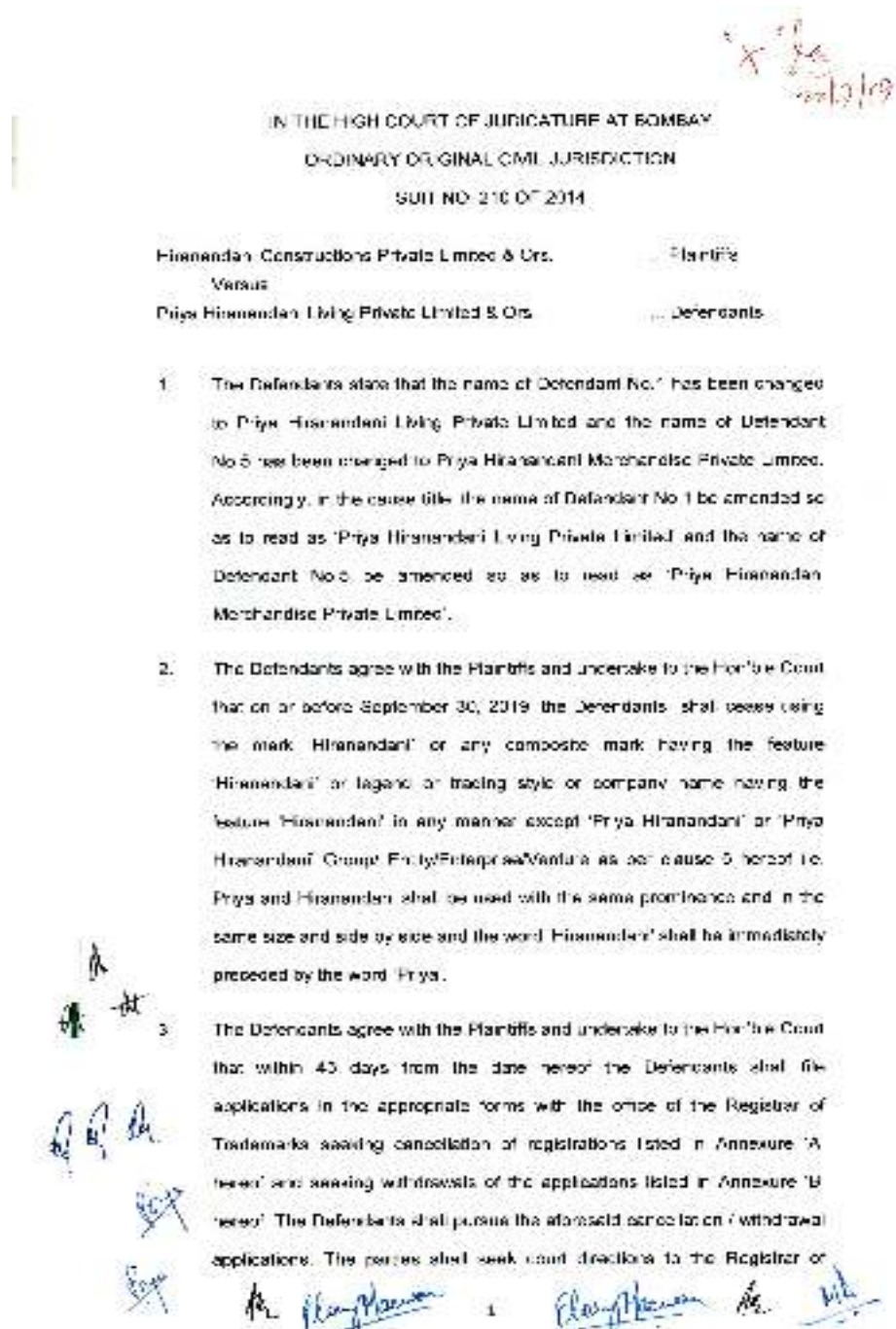
**CORAM : K. R. SHRIRAM, J.
DATE : 22nd JULY, 2019**

P. C. :

1. Mr. Virag Tulzapurkar submits that parties have amicably settled the matter and tenders consent terms dated 19th July 2019.
2. The consent terms is signed by the authorised signatory of plaintiff nos. 1 to 4, defendant no. 2 for himself and as Director of defendant no.1 and authorised signatory of defendant no.4, defendant no.3 for herself and an authorised signatory of defendant no.5 and their Advocates on record. The authorised signatory of plaintiff nos.1 to 4 and defendant no.2 and defendant no.3 are present in the Court and identified by the Advocates on record.

3. The parties themselves have also signed in addition to the Authorized Signatories. The Advocates on record identifying their signatures. The Consent Terms is taken on record and marked as "X" for identification.

4. For ease of reference, the consent terms is scanned and reproduced herein below:-



Trademarks that the cancellations / withdrawals be processed as expeditiously as possible and be granted in any event on or before September 30, 2019. The Defendants undertake that none of the Defendants have any pending applications other than those listed in Annexure 'B' or have any registrations other than those listed in Annexure 'A', for the mark 'Hiranandani' or having 'Hiranandani' as a feature thereof.

4. The domain name and email addresses and web-pages of the Defendants shall cease using 'Hiranandani'. Accordingly, the Defendants agree with the Plaintiffs and undertake to the Hon'ble Court that on or before September 30, 2019, the Defendants shall stop using the domain name www.hiranandaniliving.com, email address info@hiranandaniliving.com and any other email address or domain name or web-pages bearing 'Hiranandani' or any composite mark or legend/ trading style having the feature 'Hiranandani' in any manner. However, Defendant No.4 and any person or entity permitted by Defendant no. 4 (Priya Hiranandani) shall be entitled to use the domain name, email address and web-pages bearing 'Priya Hiranandani' / 'Priya Hiranandani' Group/ Enterprise/Entity/Venture, provided that 'Priya' and 'Hiranandani' are used with the same prominence and in the same size and side by side and the word 'Hiranandani' is immediately preceded by the word 'Priya'.

5. The Plaintiffs for themselves agree with the Defendants and undertake to this Hon'ble Court that they and all persons claiming through under or in trust for the Plaintiffs, do not have and shall not have or raise any objection to the Defendant No.4 or any person or entity permitted by Defendant No. 4, using 'Priya Hiranandani' as a mark or part of its mark, legend / trading style or corporate name in any manner, so long as 'Priya' and 'Hiranandani' are used with the same prominence and in the same size and side by side and the word 'Hiranandani' is immediately preceded by the word 'Priya'.

Handwritten notes and signatures on the left margin, including a large 'A' and other illegible marks.

Handwritten signature 'Priya'.

Handwritten signature 'Priya Hiranandani'.

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Handwritten signature 'Priya Hiranandani'.

Handwritten signature 'H.B.'.

6. The Plaintiffs agree with the Defendants and undertake to this Hon'ble Court that they do not have and shall not have or raise any objection to Priya Hiranandani (Defendant no.4) registering the mark 'Priya Hiranandani' as a whole in any class provided that in such applications for registration, 'Priya' and 'Hiranandani' are used with the same prominence and in the same size and side by side and the word 'Hiranandani' shall be immediately preceded by the word 'Priya' and each of such registration has the conditions that (i) it shall give a right to use the mark 'Priya Hiranandani' as a whole only and (ii) it shall not confer any exclusivity for 'Hiranandani'. Any applications for registering 'Priya Hiranandani' shall expressly provide for the aforesaid conditions also.
7. The Defendants shall not be projected as a part of Hiranandani group as defined in the plaint.
8. The Plaintiffs agree with the Defendants and undertake to Court that they do not have and shall not have or raise any objection to the Defendant No.4 or any person or entity permitted by Priya Hiranandani (Defendant no. 4) being projected as 'Priya Hiranandani' Group of companies/ Entities/ Enterprises/ Venture so long as the use / depiction of 'Priya Hiranandani' complies with the requirements of clauses 4 and 5 above and are used with the same prominence and in the same size and side by side and the word Hiranandani shall be immediately preceded by the word 'Priya'.
9. The Plaintiffs' agreements, undertakings and no objections in clauses 5, 6 and 8 shall be binding on all persons and entities claiming through under or in trust for the Plaintiffs and those which belong to the Hiranandani group as defined in the plaint and shall be applicable and effective irrespective of whether 'Priya Hiranandani' is registered as a mark or not.
10. The Defendants' agreements and undertakings herein shall be binding on all persons and entities claiming under or in trust for the Defendants.
11. The aforesaid are composite terms.

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12. No order as to costs.
13. Refund of Court fees may be granted to the Plaintiffs as per the Rules.
14. The suit be disposed off on the aforesaid terms.

Dated this 19th day of July, 2019

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| (1) For Hiranandani Constructions Pvt. Ltd.
Plaintiff No. 1 | (1) For Priya Hiranandani Living Pvt. Ltd.
Defendant No. 1 |
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Niranjana Hiranandani (Director)

Priya Vandrevalla (Director)

Surendra Hiranandani (Director)

Madhusudan Desai (Authorized Signatory)

- (2) Mr. Niranjana Hiranandani
Plaintiff No. 2

- (2) Mr. Ajay Balli
Defendant No. 2

- (3) Mr. Surendra Hiranandani
Plaintiff No. 3

- (3) Flory Prakash Macwana
Defendant No. 3

- (4) For Hiranandani Developers Pvt. Ltd.
Plaintiff No. 4

- (4) Ms. Priya Vandrevalla
Defendant No. 4

Niranjana Hiranandani (Director)

- (5) For Priya Hiranandani Merchandise Pvt. Ltd.
Defendant No. 5

Surendra Hiranandani (Director)

(Director)

ABH LAW LLP
Advocates for Plaintiffs

ANIL T. AGARWAL
Dua Associates
Advocates for Defendants

5. Order in terms of consent terms, all statements accepted as undertaking to this Court. All undertaking given in the consent terms are also accepted.
6. The Registrar of trademark is directed to consider and dispose the application for withdrawal and cancellation as provided in consent terms as expeditiously as possible.
7. Suit accordingly stands disposed. No order as to costs.
Refund, if any, of court fees in accordance with rules.
8. All interim orders stand vacated and all interim applications stand disposed.
9. All to act on authenticated copy of this order.

(K. R. SHRIRAM, J.)