

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL IP SUIT NO.1 OF 2009

Palm Grove Beach Hotels Pvt Ltd. ..Plaintiff

Vs.

Royal Palms (India) Pvt Ltd ..Defendant

Mr. Rohan Kadam I/b Mr. K. D. Abhichandani for Plaintiff
Mr. Shyam N. Wadhwani Director of Plaintiff present
Ms Karisha Shah a/w Mr. Kamlesh Kharade I/b India Law Alliance for
Defendant
Mr. Dilawar A. Nensey, Joint Managing Director of Defendant present

CORAM : K.R.SHRIRAM, J.
DATE : 18th JUNE 2019

P.C.:

1 Parties have entered into consent terms dated 18th June 2019. Consent terms signed by Director of plaintiff, Joint Managing Director of defendant and their respective advocates is taken on record and marked "X" for identification. Mr. Kadam and Ms Shah state that the respective signatories of the parties are present in court and identify them.

2 For ease of reference, consent terms without annexure is scanned and reproduced below:-

X¹/₂
18/6/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL IP SUIT NO. 1 OF 2009

Palm Grove Beach Hotels Pvt. Ltd)
a private limited company incorporated)
under the Companies Act, 1956 having)
its registered office at Ramada Plaza Palm)
Grove, Juhu Beach, Mumbai – 400 049) Plaintiffs

Versus

Royal Palms (India) Private Limited,)
a Company registered under the)
Companies Act, 1956, having its)
registered office at 169, Aaroy Milk)
Colony, Goregaon (E),)
Mumbai – 400 065,) Defendants

CONSENT TERMS IN THE SUIT

1. The parties hereby agree that the Suit be decreed and disposed off on the following terms;
 - a. The Defendants submit to an order and decree of this Hon'ble Court permanently restraining the Defendants, their agents, servants, representatives and persons claiming through them or any of them from making use of the mark or the words 'Palms Hotel' and/or 'Palms Hotel, Mumbai' in any manner whatsoever in the course of and/or for their business or as being descriptive of their business or any venture or business or for any other purpose whatsoever in which they are involved directly or indirectly save and except that the Defendants may use the mark in the following manner "Palms Hotel At Royal Palms"
 - b. The mark shall be used with or without addition of the words 'Tower' and 'Villas' and or any other words therewith provided however that the said additional words shall not be and/or

include the word "Palm Hotel", "Palms Hotel", "Palm Grove" or any derivatives thereof.

- c. The Defendants further submit to an order and decree of this Hon'ble Court permanently restraining the Defendants, their agents, servants, representatives and persons claiming through them or any of them from interfering with or obstructing either directly or indirectly the free and unrestricted use of the mark 'Palm Hotels' and/or 'Palm Hotel' and/or 'Palms Hotel' and/or 'Palms Hotel, Mumbai' by the Plaintiffs save and except in the event of use by the Plaintiffs of the term "Palms Hotel At Royal Palms".
 - d. Parties agree to bear their own Costs.
2. These terms have been executed by Mr. Shyam N. Wadhwan, on behalf of the Plaintiffs. The Board Resolution/Authority authorizing him to do so is annexed at **Annexure "A"** to these Terms.
 3. These terms have been executed by Mr. Dilawan A. Nersey, Joint Managing Director of the Company, on behalf of the Defendants. The Board Resolution/Authority authorizing him to do so is annexed at **Annexure "B"** to these Terms.
 4. Suit to be disposed off in terms of the above Decree.

Dated this 18th day of June, 2019.

For Palm Grove Beach Hotels Pvt. Ltd.

Advocate for the Plaintiffs

Director

For INDIA LAW ALLIANCE

For Royal Palms (India) Private Limited

PARTNER
Advocate for the Defendants

Joint Managing Director

3 Suit stand decreed in terms of consent terms.

4 All undertakings accepted. All statements accepted as an

undertaking to this court.

5 Refund of court fees, if any in accordance with law.

(K.R. SHRIRAM, J.)