

\$~2

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

+ **CS(COMM) 726/2019**

RENAISSANCE HOTEL HOLDINGS INC. Plaintiff

Represented by: Ms. Vaishali Mittal, Ms. Devyani
Nath, Advs.

versus

M/S NEXTEL GROUP & ANR Defendants

Represented by: Mr. Issac William, A.R. of D-1 in
person.
Mr. Shamsudheen, sole proprietor of
D-2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

%

19.06.2020

The hearing has been conducted through Video Conferencing.

I.A. 4639/2020 (Exemption from filing duly notarised affidavit and filing physical copy of the application)

1. By this application the plaintiffs seek exemption from filing the physical copies of the application and affidavits and state that the same will be filed within 15 days of resumption of regular functioning of Court.
2. Application is disposed of permitting the plaintiffs to file the affidavits of the plaintiff's authorized representative as well as authorized representative of defendant No.1 and that of sole proprietor of defendant No.2 in support of the application in 72 hours of the resumption of normal court functioning.
3. Application is disposed of.

I.A. 4638/2020 (under Order XXIII Rule 3 CPC)

1. By this joint application, the plaintiff and defendants seek decree in the suit in terms of the settlement arrived at between the parties. Terms of the settlement are incorporated in the application.
2. Taking on record the settlement, the suit is decreed as per the settlement.
3. Application is disposed of.

CS(COMM) 726/2019

1. The present suit was instituted by the plaintiff claiming that the plaintiff is the owner of well known trademark RENAISSANCE, seeking restraining the defendants from infringing, passing off and dilution of its trademark, thus praying for injunction, damages, costs, etc.
2. The two defendants are two hotels under the name of RENAISSANCE by their sole proprietors in Kerala.
3. During the pendency of the present suit, settlement have been arrived at between the plaintiff and the defendants. Terms of settlement are duly signed by the authorized representatives of the plaintiff, authorized representative of the sole proprietor of defendant No.1 and by the sole proprietor of defendant No.2. Copies of authorizations in favour of representatives of plaintiff and defendant No.1 have also been placed on record.
4. Terms of settlement arrived at between the plaintiff and defendants are as under:
 - i. *The Defendants herein acknowledge and recognize the Plaintiff's exclusive proprietary rights vested in the Plaintiff's*

trademarks *RENAISSANCE* and its variations, including R logo



RENAISSANCE depicted in various stylized manners and variations, which rights the Defendants undertake to never contest. An illustrative list of Plaintiff's trademark registrations in India is given below:

S. No.	REG. No.	TRADE MARK	CLASS
1.	610567	RENAISSANCE	16
2.	1241271	RENAISSANCE	42
3.	1467185	RENAISSANCE CLUBSPORT	39, 41, 42
4.	1907395		36
5.	1907394		43

The Defendants acknowledge that by virtue of the above-stated registrations, the Plaintiff has exclusive statutory and common law rights in the above mentioned marks and in the R logo with respect to a wide variety of goods and services including hotel and hospitality services.

- ii. That the Defendants acknowledge that the registration of the Plaintiff's trademarks are valid and subsisting. The Defendants undertake to never contest/challenge the validity of Plaintiff's trademark registrations for the trademark *RENAISSANCE*, R Logo and its variations, including, but not limited to, those enumerated in paragraph 2(i) of the instant application.
- iii. That the Defendants acknowledge the statutory and common law rights of the Plaintiff in the trademarks *RENAISSANCE*,

the R logo and its variations, which have accrued by virtue of the extensive and long use of the said trademarks by the Plaintiff in India and worldwide.

- iv. The Defendants undertake, represent and warrant that they have ceased using and shall not resume using the impugned mark THE RENAISSANCE HOTEL and/or any other trademark/trade name consisting of or containing the Plaintiff's trademark RENAISSANCE, or any confusingly similar designation, in any manner or in any form or combination on or in relation to manufacturing, marketing, selling, offering, or making for sale, or providing goods and/or services of any kind including but not limited to hotel and hospitality services, and in relation to their packaging material, business cards, stationery and any other advertisement or promotional material for their business activities, whether disseminated in physical copies, online, by means of mobile devices or otherwise, as well as in any meta-tags, metadata, purchased key words or the like used in relation to or associated with any websites owned or controlled by Defendants, including on internet search engines of third parties.*
- v. The Defendants undertake, represent and warrant that they have removed the signage, banners, name plates, etc. containing the impugned mark THE RENAISSANCE HOTEL as displayed at its hotel property located at Chindhavalappu, Palayam, Kozhikode, Kerala 673001. Further, the Defendants undertake, represent and warrant that the Defendants have removed from all of Defendant No.2's hotel advertisements and references on the internet all mention of RENAISSANCE and/or the impugned mark THE RENAISSANCE HOTEL.*
- vi. The Defendants agree and undertake to cease and desist either by themselves, or through their agents, in the future from adopting, using, filing any application for registration of, or obtaining a registration for a trademark, either in India or in any other country of the world, for THE RENAISSANCE*

HOTEL, and/or any mark/ trade name consisting of or containing a deceptively similar/identical designation to Plaintiff's trademark RENAISSANCE.

- vii. *The Defendants agree and undertake to cease and desist, either by themselves, or through their agents, from using the impugned domain name www.therenaissancehotels.com, and/or a domain name containing a designation deceptively similar/identical to the Plaintiff's trademark RENAISSANCE. The Defendants further agree and undertake to refrain from registering or maintaining a registration for any domain name which contains the RENAISSANCE designation or a designation that is deceptively similar thereto, or is similar/identical to the impugned domain name www.therenaissancehotels.com.*
- viii. *The Defendants agree and undertake to remove the infringing content from various third party websites and listings including but not limited to www.makemytrip.com, www.goibibo.com, www.tripadvisor.in, etc. and all other listings, and undertake to cease and desist, either by themselves or through their agents, in the future, from using in any mark/trade name a designation deceptively similar/identical to the trademark RENAISSANCE, in relation to their goods and services, and any other goods or services, either in India or in any other country of the world.*
- ix. *The Defendants hereby agree and undertake to pay INR 5,00,000 (INR five lacs only) as compensation to the Plaintiff for the costs incurred by the Plaintiff qua the infringing activities committed by the Defendants. The monetary compensation has been duly paid by the Defendants to the Plaintiff via bank transfer through two installments of INR 3,00,000 (INR three lacs only) and INR 2,00,000 (INR two lacs only).*

 - a. *INR 3,00,000 (INR three lacs only) was paid by the Defendants on 28th February, 2020 and the same has been duly received by the Plaintiffs herein;*

b. INR 2,00,000 (INR two lacs only) was paid by the Defendants on 13th March, 2020 and has been duly received by the Plaintiffs herein.”

5. Considering that the settlement agreement is signed by the authorized representatives of the plaintiff and defendant No.1 and the sole proprietor of defendant No.2, the suit is decreed in terms of the settlement as noted above. Decree sheet will incorporate the terms of settlement.
6. Court fees be refunded to the authorized representative of the plaintiff in terms of Section 16A of the Court Fees Act.
7. Order be uploaded on the website of this Court.

MUKTA GUPTA, J.

JUNE 19, 2020
‘ga’