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

+ **CS(COMM) 498/2023 & I.A. 13585/2023.**

THE INDIAN HOTELS COMPANY LIMITED Plaintiff

Through: **Mr. Achuthan Sreekumar, Mr. Rohil
Bansal and Mr. Swastik Bisarya,
Advocates.**

versus

ROYALTAJ INDIA RESORTS PRIVATE LIMITED Defendant

Through:

**CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL**

**ORDER
30.04.2024**

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1. The matter stands settled with the facilitation of the Delhi High Court Mediation and Conciliation Centre, and the settlement agreement dated 29th February, 2024 has been executed between the parties. The said agreement has been duly signed by authorised signatories of the parties, as well as, counter signed by respective counsels.

2. The Court has perused the terms of the settlement, which are recorded as under:



1. The Defendant acknowledges that the registered trademarks 'TAJ' and TAJ[®] is a well-known trademark of the Plaintiff, and that the Plaintiff has unencumbered rights over their well-known and registered trademark 'TAJ', TAJ[®], and the permutation and combinations thereof.

2. The Defendant hereby acknowledges that by using the Plaintiff's well-known and registered trademark 'TAJ' as part of their corporate name, brand name, and domain name, and other promotional literature / material, they have infringed the Plaintiff's rights to the well-known and registered trademark 'TAJ' and have further passed off their services as that of the Plaintiff's. The Defendant undertake to the Hon'ble Court that going forward, they will not use the Plaintiff's registered and well-known

trademark 'TAJ', TAJ[®] or Taj India Resorts, or any other deceptively similar mark thereto, in any form or manner, either directly or indirectly.



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3. The Defendant confirms that there are only 2 domains i.e., www.tajindiareorts.com, www.royaltajcorbett.com registered by them and/or their directors and/or their agents containing the mark TAJ of the Plaintiff. The Defendant further confirms that they have not registered any other domain containing the Plaintiff's well-known and registered trademark TAJ or any other deceptively similar mark thereto.
4. The Defendant undertakes to the Hon'ble Court to immediately take down the websites parked on the domains www.tajindiareorts.com and www.royaltajcorbett.com and further undertakes to transfer the domains www.tajindiareorts.com and www.royaltajcorbett.com to the Plaintiff within 7 days from the date of signing of the instant settlement agreement.
5. The Defendant undertakes to the Hon'ble Court that going forward, they will not register any further domain or make any further application for registration of any domain or any trademark or copyright or company name or any other application before any authority that may contain the Plaintiff's well-known and registered trademark TAJ or any deceptively similar mark thereto or any other mark/intellectual property owned by the Plaintiff.
6. The Defendant undertakes to take appropriate steps immediately, with the Registrar of Companies and/or any other concerned authority to drop the mark TAJ from their corporate name ROYALTAJ INDIA RESORTS PRIVATE LIMITED. The Defendant confirms that they shall provide the

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Plaintiff with copies of the name change application made by them with the Registrar of Companies within 7 days from the date of the signing of the instant settlement agreement. The Defendant further confirms that the new corporate name that they may adopt will not contain the mark TAJ or any other deceptively similar mark thereto.

7. The Defendant undertakes to immediately drop and take-down all references to the Plaintiff's registered and well-known trademark TAJ or any other deceptively similar variant or any other intellectual owned by the Plaintiff from all their online and offline platforms, including but not limited to their following online pages:
- (a) <https://www.facebook.com/tajindiaresortsofficial>
 - (b) <https://www.indiamart.com/royaltaj-india-resorts-private-limited/other-services.html>
8. The Defendant confirms and undertakes to the Hon'ble Court that going forward, they will not create any online or offline content incorporating the Plaintiff's intellectual property, including, but not limited to their registered and well-known trademarks TAJ or TAJ[®] or any other deceptively similar mark thereto.
9. The Defendants further undertake to the Hon'ble Court to destroy all promotional material including, but not limited to brochures, placards, flexes, display boards, visiting cards, labels, hoardings, etc. that bear the



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Ramendra Singh



Plaintiff's registered and well-known trademarks TAJ or TAJ[®]



or any other deceptively similar mark thereto.

10. The parties agree that the Defendant shall pay the Plaintiff a sum of Rs.12,00,000 (Rs. Twelve Lakhs Only) against full and final settlement of the dispute in CS (COMM) No. 498 of 2023. The Defendant further undertakes to the Hon'ble Court that the settlement amount of Rs.12,00,000 (Rs. Twelve Lakhs Only) shall be paid by the Defendant to the Plaintiff in the manner described below:

S.No.	Date	Cheque No. & Bank	Amount (in Rs.)
1.	NA	000030 drawn on HDFC Bank, Urban Estate, Gurgaon in favour of The Indian Hotels Company Limited	2,00,000
2.	05.01.2024	000026 drawn on HDFC Bank, Urban Estate, Gurgaon in favour of The Indian Hotels Company Limited	5,00,000
3.	05.02.2024	000027 drawn on HDFC Bank, Urban Estate, Gurgaon in favour of The Indian Hotels Company	2,00,000

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		Limited	
4.	05.03.2024	000028 drawn on HDFC Bank, Urban Estate, Gurgaon in favour of The Indian Hotels Company Limited	2,00,000
5.	25.03.2024	000029 drawn on HDFC Bank, Urban Estate, Gurgaon in favour of The Indian Hotels Company Limited	1,00,000
TOTAL			12,00,000/-

The parties hereto agree that the cheques bearing nos. 000030 and 000026 shall be presented for encashment by the Plaintiff within 3 days of signing of the present settlement agreement. The subsequent cheques shall be presented for encashment on the dates mentioned in the table hereinabove. Copies of the aforesaid cheques are herewith annexed to the present Settlement Agreement as ANNEXURE-C (COLLY.).

11. The aforesaid cheques are to be honoured upon presentation and the Defendant and its Directors undertake to the Hon'ble Court and confirm that they will have the requisite amount in their bank account as on dates of cheques as mentioned above. In the event of breach of the above payment terms by the Defendant or in the event any of the aforesaid cheques is dishonoured, the Plaintiff reserves the right to initiate



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appropriate contempt / other proceedings against the Defendant and its Directors to ensure recovery of the promised sum.

12. The Defendant hereby acknowledges that the value of the Plaintiff's brand is many fold more than the agreed settlement amount. However, without prejudice to this fact, as a token of settlement, the Plaintiffs are agreeable to achieve a closure to this dispute in CS (COMM) No. 498 of 2023 by receiving a token amount of INR 12,00,000 from the Defendant, subject to the Defendant's and its Directors' strict adherence to the undertakings given in the instant settlement agreement. This is, in no way, reflective of the value that the Plaintiff's well-known brand and trademark TAJ garners, or the Plaintiff's belief of the worth of their brand.
13. The Defendant agrees to suffer a decree of permanent injunction as prayed for by the Plaintiff in paragraphs 59 (i), (ii), (iii), and (iv) of the plaint.
14. The Plaintiff agrees that subject to the strict compliance with the above terms by the Defendants, the Plaintiff shall not press for the prayers as set out in the plaint prayer paragraph 59 (vi) [delivery up], (vii) [rendition of accounts of profit], (viii) [damages] and (ix) [costs].
15. The parties hereby agree and confirm that CS (COMM) No.498 of 2023 shall not be decreed basis the present settlement agreement on the next date of hearing before the Hon'ble High Court of Delhi, i.e., 06th February, 2023. On the said date, the parties agree to seek a joint adjournment to a



date post 25th March, 2024 so as to enable the Defendants to make the payment of the complete amount and further so that the Plaintiff can verify receipt of such payments. The parties hereby also agree that in the event the Defendant fails to pay the entire sum of Rs. 12,00,000 (Rupees Twelve Lakhs Only) by 25th March, 2024, as per the payment schedule agreed upon in clause 11 above, the present settlement agreement shall be deemed to be null and void and any sum of money already paid by the Defendant to the Plaintiff, under the terms of the present settlement agreement, shall not be returned to the Defendant.

16. The present settlement agreement has been drafted under the joint instructions of both the parties whose authorized representatives/signatory have read and understood the contents thereof and have signed this document voluntarily, of their own free will and without any fear or pressure from any quarter. The directors of the Defendant Company, namely Mr. Gaurav Gupta and Mr. Parhalad Saran are signing the present settlement agreement in their individual capacities, as well in their capacities as the Directors of the Defendant Company.
17. By signing the instant Settlement Agreement and subject to the Defendant's and their Directors' strict compliance and adherence to the instant Settlement Agreement including but not limited to the payment schedule specified hereinabove, the parties hereto state that all the disputes and differences between them, which form the subject matter of the CS



Gaurav Gupta

Parhalad Saran



(COMM) No. 498 of 2023, have been amicably settled through the process of Mediation.

3. The Court finds the terms of the settlement to be lawful and acceptable.
4. Parties will be bound by the terms of the settlement as executed by them.
5. Let decree sheet be drawn up accordingly.
6. In view of the settlement between the parties, plaintiff is entitled to get refund of Court fees.
7. Accordingly, registry is directed to refund the full Court Fees to plaintiff.
8. Counsel for plaintiff states that compliances have been done by defendant, except for para 7 (a) of the settlement agreement.
9. Defendant is additionally directed to take down all such references within a period of two weeks as listed in para 7 (a) (*listing on facebook*).
10. The suit is disposed of in these terms.
11. Pending applications if any, are rendered infructuous.
12. Order be uploaded on the website of this Court.

ANISH DAYAL, J

APRIL 30, 2024/RK

Click here to check corrigendum, if any