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

+ **CS(COMM) 368/2025**

**MOTI MAHAL DELUX MANAGEMENT SERVICES PVT LTD  
& ORS.** .....Plaintiffs

Through: Mr. Shreya Sethi and Mr. Anirudh  
Bhatia, Advs.

versus

**M/S. SONI HOSPITALITY SERVICES & ANR.** .....Defendants

Through: Counsel (appearance not given)

**CORAM:**

**HON'BLE MR. JUSTICE SAURABH BANERJEE**

**ORDER**

% **07.07.2025**

**I.A. 15483/2025-O 23 R 3 of CPC by plaintiffs and D-1**

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiffs and the defendant no.1 seeking a consent decree based on the terms of settlement as mentioned in *para 1 of Document A* filed alongwith the present application, which is reproduced as under:-

*"A. The Defendant No. 1 acknowledges that the Plaintiff Nos. 1-3 are the registered proprietors of the trademark "MOTI MAHAL", the Plaintiff No. 1 is the registered proprietor of the trademarks "MOTI MAHAL", "MOTI MAHAL GROUP", "MOTI MAHAL MANAGEMENT SERVICES" and the Plaintiff Nos. 1-2 and 4 are the registered proprietor of the trademark "TANDOORI TRAIL" as mentioned in paragraph nos. 10-12 of the Plaint.*

*B. The Defendant No. 1 undertakes that shall at all times in the future refrain from advertising, selling, offering for sale, marketing, promoting any restaurant and catering business or in any other manner whatsoever, using the Impugned Marks 'MOTI MAHAL*



*DELUX TANDOORI TRAIL*,

*'TANDOORI*



*TRAIL*,

and/ or 'MOTi MAHAL DELUX', or any other mark which is deceptively and/or confusingly similar to the Plaintiffs' earlier, well-known and registered trademarks mentioned in paragraph no. I 0-12 of the Plaint;

C. The Defendant No. I undertakes that it shall within one (1) week of the execution of the instant agreement, hand over to the Plaintiffs or their nominated representatives all the promotional material, catalogues, stationary, labels, signs, prints, packages, plates, dies, wrappers, advertisements and any other material whatsoever bearing the Impugned Marks 'MOTi MAHAL DELUX TANDOORI TRAIL',



,

*'TANDOORI*

*TRAIL*,



and/or

*'MOTI*

*MAHAL DELUX' or any other mark which is deceptively and/or confusing similar to the Plaintiffs' earlier, well-known and registered trademarks mentioned m paragraph no. 10-12 of the plaint;*



D. The Defendant No. 1 undertakes that it shall within one (1) week of the execution of the instant agreement, recall all marketing and promotional material, bill boards, pamphlets, goods, printed matter, advertisement materials, labels, catalogues, brochures, etc. Bearing the Impugned Murks 'MOTI MAHAL DELUX TANDOORI TRAIL',



'TANDOORI TRAIL',



and/ or 'MOTI MAHAL DELUX' or any other mark which is deceptively and / or confusingly similar to the Plaintiffs' earlier, well-known and registered trademarks mentioned in paragraph no. 1 0-12 of the Plaint, and handover the same to the attorneys or representatives of the Plaintiffs;

E. The Defendant No. 1 undertakes and acknowledges that it has not filed any application before the Trade Marks Registry seeking registration of the Marks 'MOTI MAHAL', 'MOTI MAHAL DELUX



TANDOORI TRAIL', 'TANDOORI TRAIL',



and/ or 'MOTI MAHAL DELUX' and/ or any other mark which is deceptively and/ or confusingly similar and/ or identical/ virtually identical to the Plaintiffs' earlier, well known and registered trademarks' TANDOORI



TRAIL ' or ' MOTI MAHAL' or any of the trademarks as mentioned in paragraph no. 10- 12 of the Plaint, in India or abroad, in any language, and shall refrain from doing so at any point of time in the future.

F. The Defendant No. 1 undertakes that it shall within one (1) week of the execution of the instant agreement, remove all the references of the Impugned Mark 'MOTI MAHAL DELUX



TANDOORI TRAIL', 'TANDOORI



TRAIL',



and/ or 'MOTI MAHAL DELUX' from their menus and invoices, from social media websites such as [www.instagram.com](http://www.instagram.com) and [www.facebook.com](http://www.facebook.com), and third-party websites [www.google.com](http://www.google.com), [www.zomato.com](http://www.zomato.com), [www.swiggy.com](http://www.swiggy.com), [www.magicpic.com](http://www.magicpic.com) and [www.tripadvisor.com](http://www.tripadvisor.com) and [www.justdial.com](http://www.justdial.com);

G. The Defendant No. 1 has paid an amount of INR 9,92,500 (Rupees Nine Lakhs Ninety-Two Thousand Five Hundred Only) towards franchise fee for the month of April 2024 March 2025 by way of bank transfer in favour of the plaintiff No. 1 on 03.06.2025.

H. The Defendant No. 1 hereby acknowledges and undertakes that it has cancelled the Letter of Intent dated 23.04.2025 entered into between the Defendant No. 1 and Mr. Ashim Gujral.

I. The Plaintiff No. 1 through the Plaintiff No. 2 and the Defendant No. 1 have entered into a fresh Franchise Agreement dated 03.06.2025 for a period of one hundred and eight (108) months from



the date of commencement of the restaurant at Unit No. S/1, 2nd Floor, Crystal Square Kharkai Road, Bitsupur, Jamshedpur, Jharkhand - 831001, India for the brand 'MOTI MAHAL/

**Moti Mahal**

'. The Defendant hereby undertakes that it shall only

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use the mark 'MOTI MAHAL/ ' at the premises mentioned above including on the board/hoarding outside the restaurant and on all third-party and social media websites, during the subsistence of the franchise agreement and strictly in compliance with the terms and conditions mentioned therein;

J. The Defendant No. I further undertakes that it shall have no

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right on the trademark 'MOTI MAHAL/ ' or any of the plaintiffs' earlier, well-known registered trademark as mentioned in paragraph nos. 10-12 of the Plaint, either during the term of the Franchise Agreement dated 03.06.2025 or thereafter.

K. The Defendant No. I further undertakes that in the event the Franchise Agreement dated 03.06.2025 is terminated due to efflux of time or for any of the reasons mentioned in Clause 7.4 therein, the provisions or Clauses 5.4-5.5, 6.1-6.7 of the franchise agreement will come into immediate effect;

L. The Defendant No. I undertakes that pursuant to the termination of the Franchise Agreement dated 03.06.2025 due to efflux of time or for any of the reasons mentioned in Clause 7.4 therein, it shall refrain from taking a franchise for the brand 'MOTI MAHAL' from the co-owner of the trademark 'MOTI MAHAL' Mr. Ashim Gujral.

M. The Defendant No. I undertakes that pursuant to the termination of the Franchise Agreement dated 03.06.2025 due to efflux of time or for any of the reasons mentioned in Clause 7.4 therein, it shall refrain from using any other indicia whatsoever to show any association of affiliation or connection of the Defendant No. I's goods/services with that of the Plaintiffs or their goods/services, including but not limited to the Plaintiffs' earlier, well-known and registered trademarks 'MOTI MAHAL', 'TANDOORI TRAIL', 'MOTI MAHAL TANDOORI TRAIL' or 'MOTI MAHAL/ TANDOORI TRAIL' formative marks or any of the trademarks as mentioned in paragraph no. 10-12 of the Plaint;

N. For the purpose of entering into a fresh Franchise Agreement with the Plaintiff No. 1 dated 03.06.2025, the Defendant No. 1 has deposited in the ICICI Bank account of the Plaintiff No. I, an amount



of INR 2,95,000 (Rupees Two Lakhs Ninety-Five Thousand Only) and on 03.06.2025, a further amount of INR 2,95,000 (Rupees Two Lakhs Ninety-Five Thousand Only) will be paid by the Defendant No. 1 to the Plaintiff No. 1 by way of cheque on 05.07.2025;

O. The Defendant No. 1 undertakes that it shall, under the fresh Franchise Agreement entered into with the Plaintiff No. 1 dated 03.06.2025, pay to the Plaintiff No. 1 an amount of INR 85,000, Rupees Eighty-Five Thousand Only (After plus GST and less TDS) per month on the sixteenth day of each English calendar month as the fixed monthly royalty.”

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiffs and the defendant no.1.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in *para 1 of Document A* filed alongwith the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiffs and the defendant no.1 and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. Learned counsel appearing for the plaintiffs, in view of the settlement entered *inter-se* the plaintiffs and the defendant no.1, prays that since the dispute *inter se* the plaintiffs and the defendant no.1 have been settled, the present suit be decreed in the terms of aforesaid settlement as mentioned in *para 1 of Document A* filed alongwith the application bearing no. I.A. 15483/2025.

7. In view of the aforesaid, learned counsel for the plaintiffs submits that since the defendant no.2 is a proforma party, the plaintiffs are not keen to proceed against defendant no.2.



8. Accordingly, the present suit is decreed in terms of the settlement as recorded in *para 1 of Document A* filed alongwith the application bearing no. I.A. 15483/2025.
9. Needless to mention that the plaintiffs and the defendant no.1 shall remain bound by the terms of settlement as recorded in *para 1 of Document A* filed alongwith the application bearing no. I.A. 15483/2025.
10. Registry is directed to draw up a Decree sheet accordingly.
11. Needless to mention, the aforesaid terms as mentioned in *para 1 of Document A* filed alongwith the application bearing no. I.A. 15483/2025, shall form a part of the decree sheet.
12. Learned counsel for the plaintiffs also prays that since the disputes between the plaintiffs and the defendants have been settled amicably, the court fees paid by the plaintiffs be refunded in terms of *Section 16* of the Court Fees Act, 1870.
13. This Court is of the view that since the disputes between the plaintiffs and the defendants have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiffs, refund of 75% of the Court fees paid by the plaintiffs is justifiable.
14. Let a Certificate of refund of 75% of the Court fees paid by the plaintiffs be prepared by the Registry and handed over to the learned counsel for the plaintiffs.
15. At this stage, learned counsel for the plaintiffs, upon instructions from the plaintiffs, most fairly submits that the aforesaid refund of 75% of the Court fees shall be deposited with the Delhi High Court Bar Association Lawyers Social Security and Welfare Fund within a period of four weeks from the date of receipt thereof.



16. This Court appreciates the gesture shown by the learned counsel for plaintiffs, who is willing to deposit the Court fees for a worthy cause.
17. Accordingly, in view of the above, the present suit alongwith the pending application, if any, stand disposed of.
18. The date already fixed stands cancelled.

**SAURABH BANERJEE, J.**

**JULY 07, 2025/bh**