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

+ CS(COMM) 649/2021 & I.A. 16631/2021, I.A. 16634/2021, I.A. 12542/2022, I.A. 13197/2022, I.A. 13198/2022, I.A. 13690/2022, I.A. 13691/2022, I.A. 14684/2022, I.A. 17946/2022, I.A. 13779/2023, I.A. 45379/2024

RAMADA INTERNATIONAL, INC.

.....Plaintiff

Through: Mr. Ashwani Balayan, Ms. Richa Pushpam, Advocates (M:999929241)
Email: dhc@alindia.com

versus

CLUBRAMADA HOTELS AND RESORTS PRIVATE LIMITED & ANR.

.....Defendants

Through: None.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
17.02.2025

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MINI PUSHKARNA, J (ORAL)

I.A. 45379/2024 (Application seeking summary judgment)

1. The present application has been filed under Order XIII-A Rules 3 and 6(1)(a) of the Code Procedure Code, 1973 ("CPC"), read with Section 151 CPC, as amended by the Commercial Courts Act, 2015, seeking summary judgment.
2. The present suit has been filed seeking permanent injunction restraining the defendants from infringing and using the impugned marks,



i.e., ‘CLUB RAMADA’, ‘CLUB RAMADA HOTELS AND RESORTS’, ‘CLUB RAMADA VACATION’ and ‘HOLIDAYS BY CLUB RAMADA VACATION’ and any other deceptively similar mark to that of plaintiff’s mark, i.e., ‘RAMADA’.

3. The plaintiff seeks a summary judgment against the defendants, on the ground that the defendants have no prospect of defending the plaintiff’s claims.

4. The case as canvassed by the plaintiff, is as follows:

4.1 The plaintiff first adopted the trademark RAMADA in 1954 for its hotel in Arizona, United States of America (“USA”). Presently, the plaintiff franchises and manages over 900 hotels across more than 60 countries, including India.

4.2 In India, the plaintiff filed its first trademark application for the RAMADA device mark on 23rd December, 1970, which was registered on 29th January, 1972. The said registration lapsed in the year 2015 as the mark was no longer in use. Further, one of the first RAMADA hotels in India, ‘Ramada Inn Palm Grove Hotel’ at Juhu Beach, Mumbai, was launched in the late 1980s.

4.3 The earliest valid trademark registration for the device and word mark ‘RAMADA’ in India in favour of the plaintiff, bearing registration no. 559953, dates back to 08th October, 1991 in Class 16. Further, the plaintiff holds registration for the word mark ‘RAMADA’ under registration no. 1240919 in Class 42, dated 01st October, 2003, with prior use recorded since 31st December, 1991, for hotel and hotel related services.

4.4 Defendant no. 1 has unlawfully adopted the plaintiff’s RAMADA mark as part of its corporate name, ‘ClubRamada Hotels and Resorts Private



Limited.’ It is using infringing marks such as “CLUB RAMADA”, “CLUB RAMADA HOTELS AND RESORTS”, and “CLUB RAMADA VACATION”. The said defendant has also registered domain names <clubramadavacation.com> and <clubramadahotelsandresorts.com>, hosting websites featuring the infringing marks. Additionally, defendant no. 1 uses the aforesaid marks across social media, e-business platforms, email communications, and third-party listings. It claims to offer hospitality-related services, including, hotel and resort bookings, vacation packages, car rentals, and sightseeing services, but has no physical hotel, resort, or office under the impugned name.

4.5 Defendant no. 2 is the registrant of <clubramadavacation.com>, which actively promotes the infringing company name and marks. Defendant no. 1 falsely claimed affiliation with RAMADA franchise hotels and its affiliates Wyndham and Resort Condominiums International (“RCI”). It also copied and used images of plaintiff’s hotels in Agra, Bangkok, and Singapore on its website.

4.6 In November 2020, the plaintiff discovered defendant no. 1’s infringing activities through its website <clubramadavacation.com>. Further investigation revealed the blatant misappropriation of the RAMADA trademark, which was used in the domain name, website, company name, and trade name for identical services. The impugned domain name <clubramadavacation.com> was registered on 28th October, 2020 by defendant no. 2.

4.7 The plaintiff issued a legal notice dated 17th November, 2020 to the domain registrar and proxy host, asserting its exclusive rights over RAMADA and seeking a domain transfer, but received no response. A legal



notice was sent to defendant no. 1 on 12th January, 2021. In response, on 03rd February, 2021, defendant no. 1's advocate admitted to using the trademark RAMADA, but refused to comply. The plaintiff issued a rejoinder letter dated 31st March, 2021, and a final legal notice dated 24th November, 2021, allowing seven days for compliance, which remained unanswered.

4.8 While one of the infringing websites, i.e., <clubramadahotelsandresorts.com> appears to be de-hosted post-legal notice, its domain remains registered under "Club Ramada Hotels and Resorts" by defendant no. 1. Further, other websites and infringing business activities under CLUB RAMADA mark continue unabated, despite the legal notice. Hence, the present suit has been filed.

5. This Court notes that *vide* order dated 14th December, 2021, an *ex parte ad interim* injunction was passed against the defendants, restraining them from using the RAMADA marks for being deceptively and confusingly similar to the plaintiff's registered RAMADA trademarks.

6. It is further noted that, the defendant no.2 did not appear since the inception of the suit and also failed to file its written statement within the statutory period. Thus, *vide* order dated 06th August, 2022, right of defendant no.2 to file written statement, was closed. Further, on the same date, written statement of defendant no.1 was taken on record.

7. This Court notes that, the plaintiff filed *I.A. 17946/2022* under Order XXXIX Rule 2A CPC, for wilful disobedience of the aforesaid injunction order, by defendant no.1, wherein, *vide* order dated 04th November, 2022, this Court again directed the defendant no.1 to remove the infringing online listings, including, listings on Google Business.



8. It is noted that due to the continued infringement on part of defendant no.1, the plaintiff moved another application, *I.A. 13179/2023*, under Order XXXIX Rule 2A CPC, wherein, this Court *vide* order dated 27th July, 2023 reiterated the injunction order passed against the defendant and directed the Managing Director of defendant no.1, to appear in person to explain the said infringing actions.

9. Pursuant thereto, *vide* order dated 17th August, 2023, when the Managing Director of the defendant no.1 appeared in person, this Court did not find any substance in the explanation given by him. It was further recorded that, *prima facie*, the defendant has no regard for the orders passed by this Court and directed the defendant no.1 to deposit an amount of Rs. 5 lakhs as *pro tem* deposit. The relevant extracts of the said order is reproduced, as under:

“xxx xxx xxx

*4. To a specific query from the Court, as to how, in the face of the injunction order passed by this Court more than a year and a half ago, and even while the defendant was already facing one application by the plaintiff under Order XXXIX Rule 2A of the Code of Civil Procedure, 1908 (CPC) (IA 17946/2022), the defendant is continuing to use the CLUBRAMADA Hotels and Resorts mark, **neither Mr. Malhotra nor Mr. Saud Parvez is able to provide any satisfactory answer, except to say that these vouchers have been issued in the process of five years and ten years schemes floated by the defendant with various customers. It is quite obvious that this explanation is worth nothing, as, once the Court injuncts the use of the mark “CLUB RAMADA”, it is the duty of the defendant to comply with the injunction.***

*5. This Court is, prima facie, of the opinion that the **defendant has no regard for the orders passed by this Court. It appears that breach of the order continues even till this date.***

xxx xxx xxx

*7. **The Court repeatedly queried of the defendant as to the amount***



that he has earned by use of the impugned injunctioned mark. No answer is forthcoming.

8. In the circumstances, the defendant is directed to deposit, with the Registry of this Court, an amount of ₹ 5 Lakhs within a period of four weeks from today, as a pro tem payment. The said amount as and when deposited shall be placed in an interest bearing fixed deposit, awaiting further orders to be passed by this Court.

xxx xxx xxx

12. It is made absolutely clear that if there is no immediate cessation, by the defendant, of the use of the injunctioned mark, the terms today fixed by this Court may have to be made more stringent.

xxx xxx xxx”

(Emphasis Supplied)

10. In view of the aforesaid, it is evident that despite numerous directions and queries put to the defendant no.1, the said defendant could not satisfy the Court with regards to the blatant disobedience towards the orders passed by this Court, despite an injunction order being in operation, and with regard to the revenue earned by the defendant using the injunctioned mark.

11. It is noted that, even after passing of three months since the aforesaid direction to the defendant no.1 to immediately stop the user of the infringing mark, the defendant did not comply with the said order. Thus, *vide* order dated 23rd November, 2023, this Court recorded as under:

“xxx xxx xxx

3. Non compliance with interlocutory orders passed by the court can invite detention in civil prison under Order XXXIX Rule 2A of keeping in mind the fact that there is a qualitative difference between Order XXXIX Rule 2A of the CPC and Contempt of Courts Act 1971, the court normally prefers to subject the recalcitrant and disobedient litigant to costs, rather than incarceration.

4. Mr. Surjeet Singh Malhotra, learned Counsel for the defendant, prays for eight weeks’ further time to comply with the direction for making payment.

5. I see no reason to accommodate such a request. However, the



defendant is given four weeks' further and final opportunity to make payment in compliance with para 8 of the order dated 17 August 2022, failing which the defendant shall forthwith be taken into custody and incarcerated in civil prison for a period of two weeks.

6. At this stage, Mr. Malhotra prays that the time for deposit may be extended to six weeks. Accordingly, the deposit may be made within six weeks from today.

xxx xxx xxx”

(Emphasis Supplied)

12. Despite the aforesaid final opportunity to the defendant to make the *pro tem* deposit with the Registry, the defendant failed to deposit the said amount.

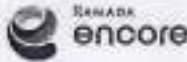
13. This Court notes that, subsequently, *vide* order dated 22nd February, 2024, on request of the parties, the parties were referred to Mediation. However, the Mediation talks failed between the parties as recorded in order dated 25th July, 2024.

14. Upon perusal of the order sheets, it is clear that after the mediation talks failed, learned counsel appearing for the defendant no.1 stopped appearing before the Court. Thus, the plaintiff moved application, *I.A. 45379/2024*, seeking summary judgement.

15. Notice was issued in the aforesaid application, which was duly served upon the defendants. Despite service, since none appeared for the defendants, they were proceeded *ex parte*, *vide* order dated 11th February, 2025.

16. At the outset, this Court notes that apart from international registrations since the year 1960, the plaintiff owns at least eight trademark registrations for RAMADA and its formative marks in India, which are reproduced as under:



Mark	Reg. No.	Date of Filing	Class(es)
RAMADA	559953	October 8, 1991	16
RAMADA	1240919	October 1, 2003	42
RAMADA ENCORE	1240920	October 1, 2003	42
	2116920	March 17, 2011	43
	3911441	August 8, 2018	43
RAMADA PLAZA	4954353	April 23, 2021	43
RAMADA RESIDENCES	4818659	January 13, 2021	43
RAMADA RESIDENCES	4818658	January 13, 2021	36

17. Apart from aforesaid trademark registrations, the plaintiff and its affiliates own or manage multiple domain names featuring the trademark RAMADA, which is reproduced, as under:

Domain Name	Date of Registration
<ramada.com>	July 7, 1995
<ramada.ca>	October 12, 2000
<ramada.biz>	November 16, 2001
<ramada.info>	August 8, 2001
<ramada.us>	April 20, 2002
<ramadahotels.net>	May 16, 2003
<ramada.asia>	November 21, 2007
<ramadainn.asia>	November 21, 2007

18. As regards the origin of the use of the mark 'RAMADA' by the plaintiff, this Court takes note of an article dated 24th November, 2021 published in the New York Times, that has been placed on record, which



shows that the said mark was conceived by the plaintiff in the year 1960.

19. This Court notes the registration for the mark 'RAMADA' in favour of the plaintiff, *qua* which, application was filed on 23rd December, 1970. The said document, is reproduced as under:

(NOT FOR LEGAL USE)

As on Date : 24/11/2021
Status : Registered
Alert : Trade mark is likely to be removed due to non filing of Renewal request within prescribed time limit. In case of any discrepancy contact respective TM Registry.

View Registration Certificate
View TM Application View Additional Representation Sheet

TM Application No.	208903
Class	16
Date of Application	23/12/1970
Appropriate Office	KOLKATA
State	WEST BENGAL
Country	United States of America
Filing Mode	Direct Office
TM Applied For	RAMADA
TM Category	TRADE MARK
Trade Mark Type	DEVICE
User Detail	Proposed to be used
Certificate Detail	Certificate No. 16464 Dated : 29/1/1972
Valid upto/ Renewed upto	29/12/2015
Proprietor name	1) RAMADA INC. Body Incorporated
Proprietor Address	3808 EAST VAN BUREN STREET, PHOENIX, ARIZONA 85038-9002, UNITED STATES OF AMERICA.
Email Id	***@ramakajalindia.com
Agent name	ALAK INDIA LAW OFFICES, [9644]
Agent Address	30 SRI FORI ROAD, NEW DELHI-110015.
Goods & Service Details	[CLASS : 16] PRINTED MATTER.
Publication Details	Published in Journal No. : 531-0 Dated : 16/1/1971

[PRINT](#)

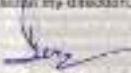
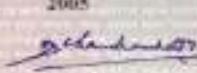
[PR Details](#) [Correspondence & Notices](#) [Uploaded Documents](#) [EXIT](#)

WARNING/Disclaimer : THE DATA OF TRADE MARKS REGISTRY IS UNDER THE PROCESS OF DIGITISATION. IF ANY DISCREPANCY IS OBSERVED IN THE DATA PLEASE CONTACT FOR CORRECTION AT APPROPRIATE TRADE MARKS REGISTRY. APPROVAL OF THE MARKING DOCUMENTS, THIS WILL BE IN LIAISON OF ELECTRONIC RECORDS.

20. The documents on record clearly show registration for the device and word mark 'RAMADA' in favour of the plaintiff under registration no. 559953 in Class 16 under registration dated 08th October, 1991. Further, the plaintiff also has a registration in its favour under registration no. 1240919 in Class 42 with registration dated 01st October, 2003, with user date being 31st December, 1991. This Court further notes the registration certificate issued by the Trademark Registry for the mark 'RAMADA' in favour of the plaintiff, with date of application being 08th October, 1991. The documents



21. Certificate of registration for the mark 'RAMADA' issued on 22nd December, 2005 in favour of the plaintiff under Class 42 for hotel, restaurant and other related services, is reproduced as under:

FORM O-2 TRADE MARKS REGISTRY	 भारत सरकार GOVERNMENT OF INDIA व्यापार चिन्ह रजिस्ट्री TRADE MARKS REGISTRY	 कीर्ति स्वर, नया Kirti Swar, New
	व्यापार चिन्ह अधिनियम, 1999 TRADE MARKS ACT, 1999	जमा No. 49425*
व्यापार चिन्ह के रजिस्ट्रिकरण का प्रमाणपत्र, धारा 23 (2) नियम 62 (I) Certificate of Registration of Trade Mark, Section 23 (2), Rule 62 (I)		
व्यापार चिन्ह संख्या/Trade Mark No. 1240919	दिनांक/Date 05-10-2003	आवेदन/No. 111/2003
यह प्रमाणित किया जाता है कि निम्न प्रकार लिखे गए चिह्न इसमें नाम द्वारा है, यह है जो मेरे चिह्न पर मेरे अधिकारों की सुरक्षा है।		
Certified that the Trade Mark, a representation is enclosed hereto, has been registered in the name(s) of SEVANSANT HOTEL SOLDERER, INC. A CORPORATION ORGANISED AND EXISTING UNDER THE LAWS OF STATE OF DELAWARE, c/o MANHATTAN DRIVE DEPT. ST SEWASHINGTON, DC 20004 UNITED STATES OF AMERICA SERVICES PROVIDERS.		
Class 42 Under No. 1240919	as of the Date 05-Oct-2003	In respect of
HOTEL RESTAURANT, CATERING AND LOUNGE SERVICES PROVISION OF GENERAL PURPOSE FACILITIES FOR MEETINGS CONFERENCES AND RECEPTIONS, RESERVATION SERVICE FOR HOTEL RESTAURANT.		
		
RAJASADA		
मेरे चिह्न का रूप है	वर्ष के	से दिन को इस पर मुद्रा लगायी गई।
Submitted my direction, this December 22,	day of 2003	
		
व्यापार चिन्ह रजिस्ट्री, मुंबई Trade Marks Registry, Mumbai		व्यापार चिन्ह रजिस्टर Registrar of Trade Marks
निवेदक/अपील करने वाले को सूचित है कि यदि वे अपने आवेदन या अपने चिह्नों में कोई परिवर्तन चाहें तो उन्हें अपने चिह्नों के अंतर्गत एक नए आवेदन पत्र भरना होगा। The applicant is notified that if he/she wants to make any change in his/her application or marks, he/she must file a new application under the same mark. If a certificate is required for the purpose of obtaining registration of the trademark, it shall be issued after 15 days from the date of filing of the application. टिप्पणी - इस व्यापार चिन्ह के अंतर्गत मेरे चिह्न को मैंने अपने चिह्न के रूप में दर्ज कराया है और मैं इसे अपने चिह्न के अंतर्गत अन्य किसी भी चिह्न के साथ नहीं दर्ज करूँगा। Remark - I have filed this application of my trade mark, at change in my mark, I will file a new application of my trade mark under the same mark. AT DATES of which to register the marking.		

22. This Court also notes an article dated 05th February, 1989, which has been placed on record to show the user of the mark ‘RAMADA’ by the plaintiff. The said article refers to existence of RAMADA hotel in Bombay,



23. This Court also notes the certificate of registration for the mark ‘RAMADA’ issued by the Trademarks Registry in Class 42 in favour of the plaintiff, with the user date since 31st December, 1991. The same is reproduced as under:

 श्रीमान नरेश्वर / GOVERNMENT OF INDIA भारत विनिमय प्रणाली TRADE MARKS REGISTRY		 173
Offices: 24/2001 बंगला छोटा बंगला, 12, अमरावती, 14, माला रोड-110079 फोन: 2806251, 28062516, 28062517 Intellectual Property Division, Plot No. 32, Sector 14, Dostika, New Delhi-110017 Tel: 28062513, 28062516, 28062517		
Trade Mark Application Number : 1240919		Office: DELHI
TradeMark NO: 1240919		Class : 42
Proprietor Details:		
Name: RAMADA INTERNATIONAL, INC		
Category: Body Incorporate		
Trading As:	Trade Description:	
Proprietor Address: 22 SYLVAN WAY PARSIPPANY NEW JERSERY 07054 USA		
Address For Service: ALG INDIA LAW OFFICES, , 30 SIRI FORT ROAD, NEW DELHI-110049.		
Email: trademarks@algindia.com		
Country: United States of America		
Details:-		
Registration Date: 01/10/2003	Certificate No: 494257	Certificate Date: 22/12/2005
Renewal Date: 01/10/2013	Registration Valid Upto: 01/10/2023	
Journal No : 1327-5	Status:Registered	
Used Since: 31/12/1991		
Trade Mark Type: WORD		
Word Mark: RAMADA		
Goods & Descriptions: HOTEL, RESTAURANT, CATERING, BAR AND LOUNGE SERVICES, PROVISION OF GENERAL PURPOSE FACILITES FOR MEETINGS, CONFERENCES AND EXHIBITIONS, RESERVATION SERVICES FOR HOTEL ACCOMMODATIONS FOR OTHERS		
<u>HISTORY DATA:</u>		
REGISTRATION RENEWED FOR A PERIOD OF 10 YEARS FROM 01/10/2013 ADVERTISED IN JOURNAL NO. 1642		
PURSUANT TO A REQUEST ON FORM TM-56 DATED 16/07/2013 AND ORDER THEREON DATED 01/09/2016 THE ADDRESS FOR SERVICE IS ALTERED TO ALG INDIA LAW OFFICES, , 30 SIRI FORT ROAD, NEW DELHI-110049.		
PURSUANT TO A REQUEST ON FORM TM-24 DATED 24/11/2008 AND ORDER THEREON DATED 21/12/2017 RAMADA INTERNATIONAL, INC HAS BEEN BROUGHT ON RECORD AS SUBSEQUENT PROPRIETOR IN RESPECT OF THE SAID REGISTERED TRADE MARK		
PURSUANT TO A REQUEST ON FORM TM-34 DATED 22/08/2013 AND ORDER THEREON DATED 22/12/2017 REGISTERED PROPRIETOR(S) TRADE OR BUSINESS\$ ADDRESS IS ALTERED TO 22 SYLVAN WAY PARSIPPANY NEW JERSERY 07054 USA.		

24. As per the documents on record, currently, there are 39 hotels with the mark 'RAMADA', operating in India, in 30 cities. The details of the said hotels under the mark, 'RAMADA', are also reflected in the various websites, details of which have been placed before this Court. Further, as per



the documents on record, there are 918 hotels worldwide under the brand ‘RAMADA’. The plaintiff has also placed on record the revenue generated by it from its hotels under the brand ‘RAMADA’, as well as the global expenses for advertisement of its hotels under the brand ‘RAMADA’.

25. It may also be noted that the domain name, ramada.com, stands duly registered in favour of the plaintiff. The ‘Whois’ detail clearly shows the said domain name being registered on 7th July, 1995. The document with regard thereto is reproduced as under:

The screenshot displays the Whois domain lookup results for ramada.com. The interface includes a search bar at the top with the text 'Whois' and 'Domain Name'. Below the search bar, there are navigation tabs for 'DOMAINS', 'WEBPAGE', 'CLOUD', 'HOSTING', 'SERVERS', 'EMAIL', 'SECURITY', 'WHOIS', 'SUPPORT', and 'LOGIN'. The main content area is titled 'ramada.com' and contains three sections: 'Domain Information', 'Registrant Contact', and 'Administrative Contact'. The 'Domain Information' section lists details such as Domain Name, Registrar, Registration Date, Expiration Date, and Updated Date. The 'Registrant Contact' section lists details such as Name, Organization, Address, City, State, Postal Code, Country, and Phone. The 'Administrative Contact' section lists details such as Name, Organization, Address, City, State, Postal Code, Country, and Phone. To the right of the domain information, there is a list of 'Related Domains' with links to 'Buy Now' for each. Below the domain information, there are three promotional banners: 'space' with a price of \$0.88, 'MEN' with a price of \$1.99, and 'WORDPRESS HOSTING' with a price of \$3.58. The bottom of the page features a 'TrueCopy' logo and a URL.

Domain Information	
Domain Name	ramada.com
Registrar	Nic Asia, Inc. (P) Ltd.
Registration Date	1995-07-07
Expiration Date	2025-07-06
Updated Date	2024-07-07
Status	Client Transfer Prohibited
Nameservers	ns1.ramada.com ns2.ramada.com ns3.ramada.com ns4.ramada.com

Registrant Contact	
Name	DomainZ.com
Organization	Wyndham Hotel Group, LLC
Address	22 Julian Way
City	Panthers
State	RI
Postal Code	02881
Country	US
Phone	+1 401 222 7500
Email	domainz@wyndham.com

Administrative Contact	
Name	DomainZ.com
Organization	Wyndham Hotel Group, LLC
Address	22 Julian Way
City	Panthers
State	RI
Postal Code	02881
Country	US
Phone	+1 401 222 7500
Email	domainz@wyndham.com

Technical Contact	
Name	DomainZ.com
Organization	Wyndham Hotel Group, LLC
Address	22 Julian Way
City	Panthers
State	RI
Postal Code	02881
Country	US
Phone	+1 401 222 7500
Email	domainz@wyndham.com



26. It may also be noted that the plaintiff has placed on record document showing the trademark registrations for the mark 'RAMADA' worldwide for various countries across jurisdictions. Thus, it is firmly established that the mark RAMADA has been used extensively and continuously by the plaintiff for a long time in various countries across the world, including, in India.

27. The plaintiff has also successfully opposed various applications for registration of marks, which were identical/deceptively similar to the plaintiffs' mark 'RAMADA'. Documents pertaining to the same have been placed on record.

28. This Court also takes note of the decision by the World Intellectual Property Organisation ('WIPO'), wherein, the right of the plaintiff herein in the mark 'RAMADA' was recognised, and the domain name containing the mark 'RAMADA', was directed to be transferred in favour of the plaintiff. The relevant portion of the said order passed by WIPO, is reproduced as under:

**"WIPO
WORLD INTELLECTUAL PROPERTY ORGANIZATION
WIPO Arbitration and Mediation Center
EXPERT DECISION
Ramada International, Inc. v. Degui Wang
Case No. DES2011-0029**

1. The Parties

The Claimant is Ramada International, Inc., domiciled in Parsippany, New Jersey, United States of America, represented by Elzaburu, Spain.

The Respondent is Degui Wang, domiciled in Nanjing, Jiangsu, China.

2. The Domain Name and the Registrar

The Lawsuit is aimed at the domain name <ramada.es>

The registrar of the aforementioned domain name is ESNIC.



xxx xxx xxx

A. Identity or similarity to the point of causing confusion with another term over which the Claimant claims to have Prior Rights
The Respondent has demonstrated, by the documentary evidence provided, that he is the owner of the RAMADA trademark and consequently of the corresponding prior right. It is also necessary to recognize the absolute identity between the RAMADA brand and the disputed domain name <ramada.es>, which can cause confusion.

Therefore, the Claimant duly justifies the first requirement demanded in Article 2 of the Regulations.

B. Legitimate rights or interests

The Claimant has alleged that the Respondent is not commonly known under the name “Ramada”, as well as that the Respondent lacks trademark rights registered with the name “Ramada”, providing sufficient evidence to do so.

For the rest, the Respondent has not responded to the allegations maintained by the Claimant in its Statement of Claim; consequently, the allegations could be considered good based on the evidence duly provided by reason of constituting prima facie evidence that supports the lack of rights or legitimate interests of the Respondent. In addition, the defendant’s extemporaneous response, limiting itself to consenting to the transfer of the domain name in favor of the Claimant, without providing any evidence in the terms of article 16 of the Regulations that could distort the claims of the latter, would justify the lack of rights or interests of the Respondent.

Because of what is exposed, this Expert considers the second of the requirements of article 2 of the Regulation to consider the registration of a domain name abusive or speculative.

C. Bad faith registration or use of the domain name

Regarding the third of the requirements established by the Regulation, that is, that the registration or use of the domain name in conflict <ramada.es> was carried out in bad faith, we can verify in the file how there are various situations described by the Article 2 of the Regulations that coincide with the actions carried out by the Respondent, which would make it possible to classify both the registration and the use of the domain name <ramada.es> as in bad faith: the annoyance and disturbance in the Claimant’s commercial activity, the passive possession of the domain name, the fact of having apparently been a party to another proceeding Deutsche



Lufthansa AG v. OFFICE LINKS PTY LTD, Wang Degui, WIPO Case No. DAU2009-0005 about <lufthansa.com.au>, as well as being the owner of the domain name relative to other relevant trademarks such as <ryanair.us> and, finally, the attempts to sell the conflicting domain name through the Web.

From all this and in view of the file, this Expert understands that the registration of the domain name <ramada.es> occurred due to the notoriety and prestige of the RAMADA brand. Notoriety that allowed the domain name to constitute a potentially transferable asset to a third party, for which the Respondent offered it through the Web. These circumstances, notoriety of the brand and sale offer constitute situations that must be classified as evidence of bad faith both in the registration and in the use of the domain name.

Therefore, we understand that the request for the domain name <ramada.es> was based on the notoriety of the RAMADA brand and its use for profit in relation to it, so that we conclude that the registration of names The disputed domain name <ramada.es> was produced in bad faith by the Respondent.

7. Decision

For the reasons stated, in accordance with article 21 of the Regulations, the Expert orders that the domain name <ramada.es> be transferred to the Claimant.

Manuel Moreno-Torres

Expert

Date: August 22, 2011”

(Emphasis Supplied)

29. List of various awards and accolades conferred on the plaintiff for its hotels under the mark ‘RAMADA’, has also been detailed in the plaint. Further, various articles and social media sites, clearly evidence the long standing use of the mark in question by the plaintiff and strengthens the position of the plaintiff that the mark in question is associated with the plaintiff solely and exclusively.

30. It is also evident that the defendant has been aware and in the knowledge of the plaintiff’s marks. Reference may be made to the reply dated 23rd January, 2021 of defendant no.1, to the legal notice dated 12th



January, 2021 issued by the plaintiff, wherein, the defendant no.1 has admitted having knowledge of the plaintiff's RAMADA brand and using the mark RAMADA as part of its impugned company name, impugned domain name, impugned website, impugned marks, etc. The relevant extracts from the said reply, are reproduced as under:

10. "The Word ramada in name of our client i.e. 'Clubramada' has been included primarily for the reason that one of the directors of our client is Muhammadan and professes Muslim religion and he is firm follower of 'Ramadan'.

.....
So, to follow his religious belief, the said director considers the word Ramadan as sacred and accordingly he wanted to include word ramada in name of his company i.e. Clubramada as ramada is part of auspicious word Ramadan.

11. Also, the other director of our client is 'Hindu' and he has firm faith in God Rama.

.....
So, to follow her religious instinct towards Lord Rama she wanted to include the auspicious name of the Deity in name 'Clubramada'.
Hence, both the directors in order to include their religious beliefs in the name of their company have coined the name Clubramada.

xxx xxx xxx

13. "....It is affirmed that there is no likelihood for an average man of ordinary intelligence to associate ramada with 'Clubramada Vacation' as there is no similarity of any kind. Our client never had any intention to cause your client any loss of any sort or to imitate to get any undue benefit for itself.

14. "... In respect to which it is most apposite to mention that all these four trademarks of your client are completely different in shape, name and style from the device and name and style from the device and name of our client..."

xxx xxx xxx

PARAWISE RESPONSE:

xxx xxx xxx

9. In para 9 of notice, your client attempts to narrate its international goodwill which our client was completely unaware. Except the fact that your client has some properties in India amongst many other, our client was not aware of anything more about ramada; nor did the name Clubramada Vacation' has been derived to resemble mark/name of your client. More so, your client is unnecessarily finding itself vulnerable with name of our client. The narration of



goodwill of your client if so vast as narrated in para under reply; then it is invincible and a small tour and travel company as our client's which even do not have any property in its name in no manner can impair business of your client.

xxx xxx xxx

11. In response to contents of para 11, our client states that for the reason that properties of your client are on panel of RCI (the exchange body), hence, these properties are shown when the tab of exchange is used at website of our client and among other, a few properties of your client are also reflect. It is explicitly negated that it is blatant dishonesty on part of our client.

xxx xxx xxx”

(Emphasis Supplied)

31. On perusal of the aforesaid reply, it is manifest that the defendant no. 1 had direct knowledge of the plaintiff's RAMADA brand at the time of adoption of the impugned mark. The defendant's justification for adopting the mark 'RAMADA' is evidently an afterthought, and lacks *bona fide* intent, as it fails to provide any tenable rationale for its selection. Furthermore, the defendant's admission of plaintiff's hotel properties being displayed on its website reinforces the inference of deliberate association and bad faith.

32. Further, the defendants' conduct in the present matter has been contumacious since the inception of the suit, as they have willfully persisted in their infringing activities, despite *ex-parte* interim injunction passed against the defendants restraining them from using the infringing marks. Their failure to provide any cogent justification for the adoption of the impugned mark, coupled with their deliberate misrepresentation and bad faith use, demonstrates a blatant disregard towards the plaintiff's statutory and proprietary rights.

33. Defendant no. 2 is the owner of the infringing domain name, used by defendant no. 1. As per the document on record, the registration of the



impugned domain name, as used by defendant no. 1, was registered only on 28th October, 2020. The document with regard thereto, is reproduced as under:

17/11/2017 17:44:44

Whois clubramadavacation.com

435

Whois.clubramadavacation.com

clubramadavacation.com

Updated 22 hours ago

Information still in demand!

clubramadaholiday.com Buy Now

clubramadavacation.com Buy Now

getclubramadavacation.com Buy Now

clubramodavacationstl.com Buy Now

clubramadavacationstl.com Buy Now

clubramadakusury.com Buy Now

.space
\$4.99 \$0.88
BUY NOW
The new .Space 2017

On Sale
.Me
ME @ \$1.35 per year

Domain Information

Domain: clubramadavacation.com

Registrar: Domain Name Network International Pty Ltd

Registration Date: 2020-10-20

Expiration Date: 2021-10-20

Last Updated: 2021-10-20

Status: clientTransferProhibited

Name Servers: ns1.tro-in-3-dnsrecords.net
ns2.tro-in-3-dnsrecords.net

Registrant Contact

Name: JAMES VAI GUPTA

Organization: KPIEB

Street: K SUDARSHANBARU

City: DELHI

State: NEW DELHI

Postal Code: 110032

Country: IN

Phone: +91 9010292955

Email: ooojajm@kpiibgaia.com

Administrative Contact

Name: JAMES VAI GUPTA

Organization: KPIEB

Street: JAWAHAR CHIMERA PALMATE EXTENSION

City: Gurgaon

State: UTTAR PRADESH

Postal Code: 202021

Country: IN

Phone: +91 9010292955

Email: jai

TrueCopy

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34. Consequently, the plaintiff has established unequivocally that it is entitled to a decree in its favour. Order XIII-A of the Commercial Courts, Commercial Division and Commercial Appellate Division of the High



Courts Act, 2015, empowers this Court to pass a summary judgment, without recording evidence, if it appears that the defendant has no real prospect of defending the claim.

35. Accordingly, considering the aforesaid discussion and the admission on behalf of the defendant no.1, the plaintiff is entitled to decree of permanent injunction in its favour, and against the defendants.

36. With respect to costs and damages, this Court observes that the defendant's adoption of the infringing marks cannot be deemed *bona fide* or honest. The defendant was fully aware of the plaintiff's registered trademarks and their established reputation, making any plea of ignorance untenable. Further, the defendant has failed to provide any credible justification for adopting the plaintiff's trademark, clearly intending to exploit the plaintiff's goodwill and reputation for its own benefit.

37. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of Para 101 (I), (II), (VIII) and (IX) of the prayer clause in the plaint.

38. Considering the detailed discussion hereinabove, damages of ₹ 10 Lacs is awarded in favour of plaintiff.

39. Further, the plaintiff is also held entitled to actual costs of the suit. The plaintiff is accordingly directed to file its bill of costs within a period of three months. As and when the same is filed, the matter will be listed before the Taxing Officer for computation of costs.

40. At request of learned counsel for the plaintiff, costs and damages payable to the plaintiff by the defendants, shall be paid through the plaintiff's counsel, i.e., Mr. Ashwani Balayan.

41. The suit is decreed in the above terms.



42. Decree sheet be drawn up.
43. Accordingly, the suit, along with pending applications, stands disposed of.

MINI PUSHKARNA, J

FEBRUARY 17, 2025

au

Corrected & Released on: 09th March, 2025