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

+ **CS(COMM) 1115/2024 & I.A. 759/2025**

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

Through: Ms. Shreya Sethi and Mr. Anirudh
Bhatia, Advs.
M: 9818666566

versus

**M/S. SRMJ BUSINESS PROMOTERS PVT. LTD.
& ANR.Defendants**

Through: None

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER
14.01.2025**

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**I.A. 759/2025 (Application under Order XXIII Rule 3 read with Section
151 of Code of Civil Procedure, 1908 ("CPC"))**

1. The present application has been filed under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 ("CPC"), jointly by the plaintiffs and the defendant no.1.
2. The plaintiffs have filed the present suit against the defendants for dishonest adoption and use of the plaintiffs' earlier well-known registered trademark 'MOTI MAHAL', 'MOTI MAHAL GROUP', 'MOTI MAHAL MANAGEMENT SERVICES', 'TANDOORI TRAIL' and the various formative marks, amounting to *inter alia* infringement and passing off the plaintiff's earlier registered trademarks and unfair trade competition.



3. Vide order dated 12th December, 2024, this Court granted an injunction in favour of the plaintiff and against the defendants.
4. It is submitted that during the pendency of the present suit, the defendant no.1 and the plaintiffs have amicably resolved the present dispute and the parties have arrived at a settlement on the basis of terms and conditions, which have been set out in *Document-A* of the present applications.
5. In terms of the settlement between the parties, the defendant no.1 has acknowledged that the plaintiff nos. 1, 2, 3 and defendant no. 2 are the registered proprietors of the trademark 'MOTI MAHAL', and plaintiff no.1 is the registered proprietor of the trademarks 'MOTI MAHAL', 'MOTI MAHAL GROUP' and 'MOTI MAHAL MANAGEMENT SERVICES', and plaintiff nos. 1-2 and 4 are the registered proprietor of the registered trademark 'TANDOORI TRAIL'.
6. This Court has perused the terms of the settlement and finds the same to be lawful.
7. Accordingly, the parties are held bound by the terms of the settlement entered between the parties.
8. This Court also notes the submission made by learned counsel appearing for the plaintiffs that defendant no. 2 is a Proforma party and that no relief is sought against defendant no. 2 and that the matter can be disposed of on the basis of settlement between the plaintiffs and defendant no.1.
9. The submission made by learned counsel appearing for the plaintiff is recorded.
10. Accordingly, considering the submissions made before this Court, the



suit is decreed in favour of the plaintiffs and against defendant no.1 in terms of the Settlement Agreement between the parties as contained in *Document-A* filed along with the present application, which shall form part of the decree.

11. Decree sheet be drawn up.

12. Accordingly, the present suit along with the pending application, stands disposed of.

13. Next dates of hearing, i.e., 06th February, 2025 before the Joint Registrar (Judicial) and 06th May, 2025 before the Court, stand cancelled.

MINI PUSHKARNA, J

JANUARY 14, 2025/kr