IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT NO. 257 OF 2026
WITH
INTERIM APPLICATION (L) NO. 29074 OF 2026
WITH
LEAVE PETITION NO. 304 OF 2026
IN
COMMERCIAL IP SUIT NO. 257 OF 2026

PRACHI PRANESH NANDIWADEKAR
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Date: 2026.10.16 11:43:37 +0530

Fountain Hospitality Private Limited … Plaintiff

V/s.

Modcon Infrastructure Private Limited ...Defendant

Mr. Vanditta Malhotra Hegde a/w Mr. Ravina Rajpal, Mr. Rishi Mody, Ms. Archi Gala, Mr. Lavnish Kumar Sharma and Ms. Meera Patel i/by VMH & Associates for the Applicant/Plaintiff.

Mr. Amrish Arora, Managing Director of the Applicant/Plaintiff.

Mr. Subhankar Chakraborty, Mr. Sourajit Dasgupta, Mrs. Sayani Gupta and Mr. Darsh Parikh i/by R. V. J. Associates for the Defendant.

Mrs. Keya Biswas, Authorised representative of Defendant (through VC) present.

Mr. Deepak Bhalerao, 2nd Asstt. to Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 15 OCTOBER 2026

P. C. :-

Leave Petition No. 304 OF 2026

1. Perused the averments in the Plaint and Leave Petition.

2. For the reasons set out in Leave Petition, the same is allowed in terms of prayer clause (a).

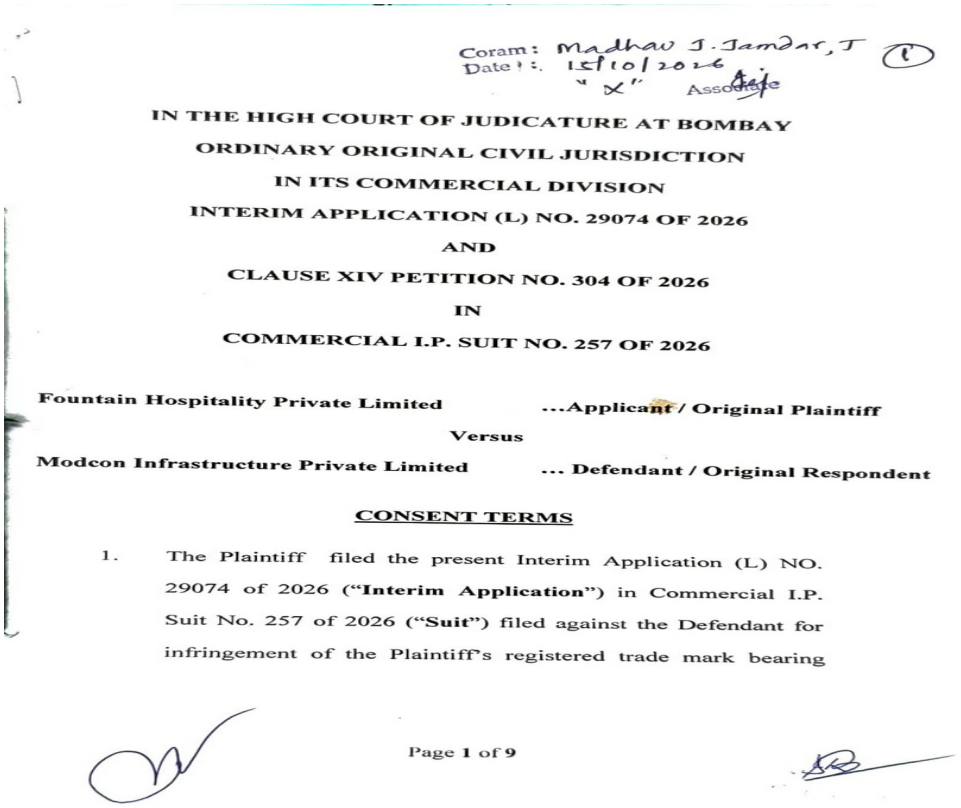
Commercial IP Suit No. 257 OF 2026

3. Learned counsel appearing for the Plaintiff and Defendant state that Plaintiff and Defendant have settled the dispute and tendered the consent terms.

4. The consent terms are signed by Mr. Amrish Arora, Managing Director and Authorised Signatory of the Plaintiff. He has been authorised by Board Resolution dated 14 January 2026 which has been annexed to the consent terms. The consent terms are also signed by Ms. Keya Biswas, Director and Authorised Signatory of the Defendant. Ms. Keya Biswas who has been authorised by the Defendant- Modcon Infrastructure Private Limited by a Resolution passed in a meeting of the Board of Directors held on 12th October, 2056. The said Resolution is also annexed to the consent terms. Both Mr. Amrish Arora and Ms. Keya Biswas, who are present through video conferencing, state that the

parties have settled the dispute in terms of the consent terms and they have signed the consent terms. The consent terms are also signed by respective advocates who identify the signatures of respective parties.

5. Accordingly, the Consent Terms are taken on record and marked as "X" for identification. A scanned copy of the Consent Terms is reproduced herein below:



Coram: Madhav J. Jamdar, J
Date : 15/10/2026
"X" Asso...

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO. 29074 OF 2026
AND
CLAUSE XIV PETITION NO. 304 OF 2026
IN
COMMERCIAL I.P. SUIT NO. 257 OF 2026

Fountain Hospitality Private Limited **...Applicant / Original Plaintiff**
Versus
Modcon Infrastructure Private Limited **... Defendant / Original Respondent**

CONSENT TERMS

1. The Plaintiff filed the present Interim Application (L) NO. 29074 of 2026 (**"Interim Application"**) in Commercial I.P. Suit No. 257 of 2026 (**"Suit"**) filed against the Defendant for infringement of the Plaintiff's registered trade mark bearing

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Registration No. 1593106 Flamboyanté [redacted] ("**Trade Mark**"), and for passing off, arising out of the Defendant's use of the mark **THE FLAMBOYANT** / 

(the "**Impugned Mark**"), seeking, interim relief of injunction restraining the Defendant from infringing the said Trade Mark and from passing off.

2. The Plaintiff also filed Petition No. 304 of 2026 under Clause XIV of the Letters Patent (the "**Clause XIV Petition**"), seeking leave of this Hon'ble Court to combine the cause of action for passing off with the cause of action for infringement of the said Trade Mark.

3. The Suit along with the Interim Application and the Clause XIV Petition, shall be collectively referred to as the "**Proceedings**", hereinafter.

4. The counsel for Defendant on 18th September 2026 submitted that the Defendant has discontinued use of the Impugned Mark. The said statement made by the counsel for Defendant was accepted as an undertaking given to this Hon'ble Court. The

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counsel for Defendant also submitted that the Application bearing No. 6745000 (**"Impugned Application"**), made by the Defendant before the Office of the Controller General of Patents, Designs and Trademarks, to register the Impugned Mark, shall not be prosecuted and shall be withdrawn.

5. In light of the undertaking given by the counsel for the Defendant, the counsel for the parties submitted to file the Consent Terms in the subject matter. The same has been recorded in the order passed by this Hon'ble Court dated 18th September 2026 (**"Order"**). The said Order is marked and annexed herein as **Exhibit A**.

6. The following is hereby agreed between the parties:

   (a) The Defendant acknowledges that the Plaintiff is the registered proprietor of the said Trade Mark.

   (b) The Defendant confirms and undertakes that it has discontinued use of the Impugned Mark, as recorded in the Order.

   (c) The Defendant confirms that it has filed Letter of Withdrawal dated 21st September, 2026 before the Office

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of the Controller General of Patents, Designs and Trademarks, Calcutta on 24th September, 2026 to withdraw the Impugned Application. A copy of the said Letter of Withdrawal dated 24th September, 2026 is marked and annexed herein as **Exhibit B**. The Plaintiff is at liberty to place this Consent Term and the Order of this Hon'ble Court before the Office of the Controller General of Patents, Designs and Trademarks, for appropriate orders.

(d) The Defendant shall not apply for registration or adopt or register any trade mark, trade name, corporate name, LLP name, domain name or social media handle comprising the word 'FLAMBOYANT', 'FLAMBOYANTÉ' or any mark identical with and/or deceptively similar to the said Trade Mark.

(e) The Defendant, by itself, its directors, servants, sponsors, agents, partners, employees, franchisees, licensees, dealers, distributors, marketers and all persons claiming through or under the Defendant, undertakes that:

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(i) it shall not infringe in any manner whatsoever the said Trade Mark by use of the Impugned Mark or any other trade mark, trade name, corporate name, domain name, social media handle, keyword or hashtag identical with and/or deceptively similar to the said Trade Mark, including its leading, essential and prominent feature, viz. the mark 'FLAMBOYANTÉ', in respect of the services covered by the Plaintiff's registration or any other services; and

(ii) it shall not use the Impugned Mark and/or any other trade mark, trade name, corporate name, domain name, social media handle, keyword or hashtag identical with and/or deceptively similar to the Plaintiff's Trade Mark, so as to pass off or enable others to pass off their services as and for the services of the Plaintiff, or in any other manner whatsoever.

(iii) that it shall not do any of the acts mentioned hereinabove in (i) and (ii) indirectly, through any

(6)

group, associate or affiliate entity, or through any entity in which the Defendant or any of its directors holds a controlling interest.

(f) The Defendant undertakes and confirms that it has removed, taken down, and changed the name of all listings, pages, accounts, handles, posts and references bearing the Impugned Mark from (i) the establishment on which the restaurant of the Defendant was operating under the Impugned Mark, (ii) any website or domain name owned or controlled by the Defendant; (iii) all social media platforms; (iv) all third-party food discovery, reservation, review and delivery platforms; and (v) Google Business Profile / Google Maps and any other online directory. In respect of any such listing not within the Defendant's direct control, the Defendant shall, within a period of 3 (three) days from the date of signing the Consent Terms make a written request to the concerned platform(s) for removal or change of name and shall diligently pursue the same, and shall forthwith intimate the counsel of the Plaintiff whenever the removal

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or change of name from such platform(s) has taken effect, with appropriate proof. Any domain name held by the Defendant containing the word 'FLAMBOYANT' or any other deceptively similar mark, has been suspended. In the event any such domain name has not been suspended, the same shall either be transferred to the Plaintiff or be permitted to lapse and shall not be renewed or re-registered.

(g) the Defendant has destroyed all signage, hoardings, menus, stationery, labels, brochures, pamphlets, uniforms, packaging, advertising and promotional material, literature and all other things bearing the Impugned Mark, or any other mark deceptively similar to the said Trade Mark, in its possession, power or control.

(h) The Defendant shall not, directly or indirectly, oppose, seek rectification or cancellation of, or otherwise challenge the said Trade Mark or any application or registration of the Plaintiff for the mark 'FLAMBOYANTÉ' or any mark containing the same.

(i) The undertaking given by the Defendant to this Hon'ble Court shall continue to bind the Defendant. The Defendant's undertakings contained in the Consent Terms may be accepted as undertakings given to this Hon'ble Court. In the event of any breach thereof, the Plaintiff shall be entitled, in addition to and without prejudice to its other rights and remedies, to execute the decree and/or to initiate proceedings for contempt of this Hon'ble Court.

(j) The Defendant shall, upon a reasonable written request made by the Plaintiff or its Advocates, furnish to the Advocates for the Plaintiff, within 14 (fourteen) days of receipt of such request, reasonable proof of its compliance with these Consent Terms. The Plaintiff shall not make such request more than once in any period of six months, unless the Plaintiff has reasonable grounds to believe that these Consent Terms are not being complied with. Failure by the Defendant to furnish such proof shall entitle the Plaintiff to seek appropriate directions from this Hon'ble Court.

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(k) The Proceedings may be disposed of in terms of the Consent Terms, with parties bearing their own costs.

7. The parties confirm that they have good right, full power and absolute authority to enter into the Consent Terms.

8. The Consent Terms shall be binding upon the parties and their respective successors-in-interest and assigns.

Dated this 1st day of October, 2026.

For **Fountain Hospitality Private Limited**	For **Modcon Infrastructure Private Limited**
	Modcon infrastructure Pvt Ltd Director
Mr. Amrish Arora	Ms. Keya Biswas
Managing Director & Authorised Signatory of the Plaintiff	Director & Authorised Signatory of the Defendant
Vanditta Malhotra Hegde	For Rucha Jog, PROPRIETOR
VMH & Associates	**RVJ Associates**
Advocates for the Plaintiff	Advocates for the Defendant

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6. Various statements made in the Consent Terms are accepted as undertakings given to the Court.

7. Accordingly, Commercial Intellectual Property Rights Suit No.257 of 2026 is decreed in terms of the Consent Terms.

8. Refund of Court fees as per rules.

9. In view of disposal of Commercial Intellectual Property Rights Suit No. 257 of 2026, nothing survives in Interim Application (L) No.29074 of 2026 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]