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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 451/2025, I.A. 11853/2025, I.A. 18003/2025 & I.A. 280/2026

MOTI MAHAL DELUX MANAGEMENT SERVICES PVT LTD &
ORS.Plaintiffs

Through: Ms. Shreya Sethi and Mr. Anirudh
Bhatia, Advocates.

versus

M/S UNIVERSAL CORPORATION & ANR.Defendants

Through: Mr. Nand Kishor Singh, in person,
through VC.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
07.01.2026

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I.A. 280/2026

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed jointly by the plaintiffs and defendant no. 1.
2. Ms. Shreya Sethi, learned counsel for the plaintiff submits that the parties have been able to settle the disputes and the terms of settlement have been reduced into writing in Document-A annexed to the present application. The defendant no.1 is present in person through video conferencing mode. He states that the disputes have been settled and correctly been incorporated in Document-A. He submits that he has no objection in case this Court disposes of the suit and passes a decree in terms thereof.
3. This Court has perused the terms of the settlement and finds that the



same falls within the parameters of Order XXIII Rule 3.

4. In considered view of the Court, there is no impediment in disposing of the present suit in terms of the settlement agreement annexed as Document-A. The relevant identity cards of the plaintiffs as also the defendant no.1 are placed on record and are annexed to the application as part of Document-A.

5. Document-B annexed to the settlement deed is the authorization letter issued in favour of the Mr. Nand Kishor Singh, who is present today before the Court, authorized by the partner of the defendant no.1. The same is also taken on record.

6. The relevant terms of the settlement are extracted hereunder:

"1. It is most humbly submitted, that during the pendency of the proceedings in relation to C.S. (COMM.) No. 451/2025, Defendant No. 1 and the Plaintiffs have attempted to amicably resolve the present dispute. Accordingly, the Plaintiffs and the Defendant No. 1 have arrived at a settlement on the basis of the terms and conditions set out below, in relation to the subject matter of the aforementioned suit bearing number C.S. (COMM.) No. 451

2. /2025:

A. The Defendant No. 1 acknowledges that the Plaintiff Nos. 1-3 and the Defendant No. 2 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', MOTI MAHAL DELUX' and



'MOTI MAHAL DELUX TANDOORI TRAIL/ or any other mark mentioned in paragraph no. 10-12 of the Plaint, either as a trademark or part of a trademark , or in any other manner whatsoever, which would amount to infringing or passing off the Plaintiffs' earlier



well-known registered trademarks as mentioned in paragraph no. 10-12 of the *Plaint*;

C. The Defendant No. 1 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', 'MOTI MAHAL DELUX' and 'MOTI MAHAL



DELUX TANDOORI TRAIL 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 'MOTI MAHAL', 'TANDOORI TRAIL' or 'MOTI MAHAL' or any of the trademarks as mentioned in 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 Marks 'MOTI MAHAL', 'MOTI MAHAL DELUX' and 'MOTI MAHAL DELUX



TANDOORI TRAIL/ or any other mark as mentioned in paragraph no. 10-12 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 Impugned Marks 'MOTI MAHAL', 'MOTI MAHAL DELUX' and/or



'MOTI MAHAL DELUX TANDOORI TRAIL/ any other mark which is deceptively and/or confusingly similar and / or identical/virtually identical to the Plaintiffs' earlier, well-known and registered trademarks "MOTI MAHAL", "MOTI MAHAL GROUP", "MOTI MAHAL MANAGEMENT SERVICES", "TANDOORI TRAIL" 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 Marks 'MOTI MAHAL', 'MOTI MAHAL DELUX' and/or



'MOTI MAHAL DELUX TANDOORI TRAIL/' from the board/hoarding of the impugned restaurant outside the premises at the address mentioned in the cause title of the plaint, from their menus and invoices/bills, from third party websites included but not limited to www.google.com, www.justdial.com, www.magicpin.com, www.swiggy.com, www.zomato.com, www.wanderlog.com and www.restaurant-guru.in;

G. The Defendant No. 1 has paid a total amount of INR 6,80,000/- (Rupees Six Lakh Eighty Thousand Only) to the Plaintiff No. 1 towards franchise fee for the period from November 2021 to March 2025, in the following manner:

- (a) INR 90,000/- paid on 26.08.2025 by way of bank transfer in favour of the Plaintiff No. 1;
- (b) INR 90,000/- paid on 02.09.2025 by way of bank transfer in favour of the Plaintiff No. 1; and
- (c) INR 5,00,000/- paid on 06.10.2025 vide Demand Draft Bearing No. 155643 drawn on Axis Bank in favour of the Plaintiff No. 1.

H. The Defendant No. 1 further undertakes that it shall not take a franchise for " MOTI MAHAL", "MOTI MAHAL GROUP", "MOTI MAHAL MANAGEMENT SERVICES", "TANDOORI TRAIL"; "MOTI MAHAL/TANDOORI TRAIL" formative marks or any of the trademarks as mentioned in paragraph no. 10-12 of the Plaint from any other entity/ individual other than the Plaintiffs herein for a period of two (2) years commencing from the execution of the present Settlement Agreement.

I. The Defendant No. 1 undertakes that it shall refrain from using any other indicia whatsoever to show any association of affiliation or connection of the Defendant No. 1 '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", "MOTI MAHAL GROUP ", "MOTI MAHAL MANAGEMENT SERVICES", "TANDOORI TRAIL ", "MOTI MAHAL/TANDOORI TRAIL" formative marks or any of the trademarks as mentioned in paragraph no. 10-12 of the Plaint.

3. The present undertaking to this Hon'ble Court has been given by Mr. Nand Kishor Singh , the Authorized Representative of the Defendant No. 1,



who is aware of the suit proceedings, and is competent to enter into the present settlement with the Plaintiffs. The present application has been signed by Mr. Morrish Gujral , Authorized Representative and Director of the Plaintiff No. 1 herein, Ms. Rupa Gujral, the Plaintiff No . 3 herein and Mr. Sachin Sarwal, the Plaintiff No. 4 here in. Copie s of the PAN Cards of Ivlr, Nand Kishor Singh, the Plaintiff No. 1 Mr. Monish Gujral , Ms. Rupa Gujral, and Mr. Sachin Sarwal are annexed with the instant settlement as DOCUMENT - 1 (Colly).

4. The Plaintiffs and the Defendant No. 1 agree that the signatories to the present document are fully competent and duly authorized to enter into the present settlement.

5. Both the Plaintiffs and the Defendant No. 1 agree that all the terms and conditions laid out in the present document are fair and reasonable and have been entered into with full appreciation of its various clauses and implications, and with full consent.

6. The Plaintiffs and the Defendant No. 1 hereby agree before this Hon'ble Court that the present settlement shall be binding on all their principals, proprietors, partners, officers, employees, agents, successors and assigns and all others acting on their behalf, for all times to come."

7. In view of the above, the decree shall be drawn up accordingly.

8. Ms. Sethi, submits that the defendant no.2 is a proforma party and no relief has been sought *qua* the said defendant and, therefore, the suit itself may be disposed of.

9. In view of the aforesaid statement and keeping in view the terms of settlement as recorded in Document-A, the suit is disposed of binding the parties to the terms of the Settlement Agreement.

TUSHAR RAO GEDELA, J

JANUARY 7, 2026

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