2026:DHC:9396

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

\# **CNR No. DLHC010100212026**

\+ **CS(COMM) 267/2026**

IN THE MATTER OF:-

1. MHG IP HOLDING SINGAPORE PTE LTD
THROUGH AUTHORISED REPRESENTATIVE MR. SHOBHIT KHATTRI
2 ALEXANDRA ROAD#05-04/05
DELTA HOUSE,
SINGAPORE, 159919

.....PLAINTIFF NO.1

2. M & H MANAGEMENT LIMITED
THROUGH AUTHORISED REPRESENTATIVE MR. SHOBHIT KHATTRI
C/O DTOS LIMITED,
19 CYBERCITY, 10TH FL.
STANDARD CHARTERED TOWER,
EBENE, MAURITIUS

.....PLAINTIFF NO.2

3. MHG MANAGEMENT (INDIA) PRIVATE LIMITED
THROUGH AUTHORISED REPRESENTATIVE MR. SHOBHIT KHATTRI
HAVING ITS REGISTERED ADDRESS AT
C/o GROUND FLOOR AND FIRST FLOOR,
WORLDMARK 1, ASSET AREA 11, AERO CITY,
HOSPITALITY DISTRICT, IGI AIRPORT,
SOUTH-WEST DELHI, NEW DELHI,
DELHI, INDIA, 110037

.....PLAINTIFF NO.3

(Through: Mr. Amit Panigrahi, Mr. Samanyu Bhatnagar, Mr.Sahil Arora and Ms. Ishikaa Seth, Advocates.)

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versus

1. EVERGREEN DEALCOM PVT LTD.
B. NO. 6, SOUTH CIVIL LINES, JABALPUR,
NEAR DSOI KOBRA GROUND,
MADHYA PRADESH - 482001, INDIA
Also at:
ROOM NO. 027, GROUND FLOOR 1,
BRITISH INDIAN STREET, KOLKATA,
WEST BENGAL - 700069, INDIA

ALSO AT:
ANANTARA RESIDENTIAL RESORT
ANANTARA MOUZA TILHARI
KH NO. 267/(1,2,3,4,5), 280/1, 283, 284,285/1
288(1,2), 289, 290/(1,2), 291(1,2), 292,293 NO. B.231,
P.H. NO. 28/12 MANDLA ROAD, JABALPUR,
MADHYA PRADESH - 482001, INDIA

Also at:
NATIONAL HIGHWAY, 12 A,
VILLAGE TILHARI, JABALPUR,
MADHYA PRADESH - 482001, INDIA

.....DEFENDANT NO.1

2. PA WAN JAISWAL ALIAS PAV AN JAISW AL
DIRECTOR
EVERGREEN DEALCOM PVT. LTD.
ROOM NO. 027, GROUND FLOOR 1,
BRITISH INDIAN STREET, KOLKATA,
WEST BENGAL - 700069, INDIA

Also at:
BUNGALOW NO. 6, CIVIL LINES,
JABALPUR - 482001, MADHYA PRADESH, INDIA

.....DEFENDANT NO.2

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3. V ARUN JAISW AL
DIRECTOR
EVERGREEN DEALCOM PVT. LTD.
ROOM NO. 027, GROUND FLOOR 1,
BRITISH INDIAN STREET, KOLKATA,
WEST BENGAL - 700069, INDIA

.....DEFENDANT NO.3

4. ANANTARA DOWNTOWN
THROUGH ITS PROPRIETOR: MS PAYAL JAISWAL
BESIDE DMART, TILHARI, JABALPUR,
MADHYA PRADESH - 482002, INDIA

ALSO AT:
NB 231, PHN 25, KHASRANO. 71/1/1/1/1,
VILLAGE TILHERI, JABALPUR - 482020,
MADHYA PRADESH, INDIA

.....DEFENDANT NO.4

5. PAYAL JAISWAL
BUNGALOW NO. 6, CIVIL LINES,
JABALPUR - 482001, MADHYA PRADESH, INDIA

.....DEFENDANT NO.5

(Through: Ex- parte.)

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

O R D E R

% 15.10.2026

I.A. 28779/2026 (under Order XIII-A Rule 3 read with Section 151 of the CPC) in CS(COMM) 267/2026

1. The present application is being filed on behalf of the plaintiffs under Order XIII-A Rule 3 read with Section 151 of the Code of Civil Procedure,

1908 (as amended by the Commercial Courts Act, 2015), seeking a summary judgment against the defendants.

2. The plaintiffs are part of the Minor Hotel Group. As per them, they adopted the trademark "ANANTARA" in the year 2000 for hotels, resorts and spas, and that the first property under the mark opened in 2001 at Hua Hin, Thailand. The plaintiffs claim that they now own, operate or manage more than 60 hotels, resorts and serviced apartments under the said mark across Asia, the Middle East, Africa and Europe. These include "Anantara Jewel Bagh" at Jaipur and "Anantara Downtown Dubai". In India, the plaintiffs hold registrations for the word mark "ANANTARA" and its label formatives in Classes 3, 35, 36, 43 and 44, apart from several pending applications. The plaintiffs also claim registrations of the said mark in foreign jurisdictions, including Mongolia, Thailand, Indonesia, Switzerland, Malaysia, Israel, Laos, Tunisia, New Zealand, Australia, Cambodia, Singapore, the European Union, Bhutan, Mexico, Bahrain, Korea and Kazakhstan, as well as through the Madrid system.

3. It is the case of the plaintiffs that defendant no. 1 is a company acting through its directors, i.e., defendant nos. 2 and 3. Defendant no. 4 is a proprietorship concern of defendant no. 5, who is stated to be the wife of defendant no. 2. The plaintiffs submits that these defendants, acting in concert, have been developing and marketing real estate projects at Tilhari, Jabalpur, Madhya Pradesh under the marks "ANANTARA RESIDENTIAL RESORT", "ANANTARA-II", "ANANTARA DOWNTOWN", "ANANTARA RESIDENCE" and "ANANTARA BLOCK BUILDING A, B, C". The said projects are stated to be promoted on platforms such as 99acres.com, Magicbricks.com, Housing.com, Justdial.com, Facebook and

Instagram. It is further averred that the mark "ANANTARA DOWNTOWN" is identical to the name of the plaintiffs' property at Dubai. According to the plaintiffs, the impugned use amounts to infringement as well as passing off.

4. Before instituting the suit, the plaintiffs issued cease-and-desist notices dated 05.09.2024, 12.06.2025 and 08.08.2025, which went unanswered. The plaintiffs also initiated pre-institution mediation under Section 12A of the Commercial Courts Act, 2015. Since the defendants did not participate, the mediation ended in non-starter reports dated 17.11.2025 (qua defendant nos. 1 and 2) and 02.12.2025 (qua defendant nos. 4 and 5).

5. The suit was called out for hearing on 18.03.2026, On that date, the following ex parte ad interim directions were passed in paragraph no. 22 of the order:-

> *"**i.** The defendants, their directors, promoters, franchisees, associates, licensees, agents, successors, assigns, members, employees, and all other acting on their behalf are restrained from using in any manner, directly or indirectly, plaintiffs registered trademarks, or any mark identical with or deceptively similar thereto, including but not limited to ANANTARA DOWNTOWN, ANANTARA RESIDENCES, ANANTARA RESIDENTIAL RESORT, ANANTARA-II, ANANTARA BLOCK BUILDING, ANANTARA RESIDENCE, or any other mark comprising or containing the word "ANANTARA" as a whole or as an essential feature as a trademark, service mark, brand name, trading style, project name, corporate name or part thereof, in relation to real estate, hospitality, residential, commercial or allied services, or in any other manner whatsoever;*
>
> ***ii.** The defendants and all others acting on their behalf are restrained from using in any manner, any domain name(s), URL(s), website address(es), email address(es), social media handle(s), usemame(s), profile name(s), page name(s) or any other online identifier incorporating the plaintiffs trademark "ANANTARA" or any variant thereof, including but not limited to ANANTARA RESIDENTIAL RESORT, ANANTARA-II, ANANTARA DOWNTOWN, ANANTARA RESIDENCE, ANANTARA BLOCK BUILDING, or any other mark identical with or deceptively similar to the plaintiffs' "ANANTARA" trademarks, whether as a primary domain, sub-domain, redirect,*

metadata, hashtag or in any other digital or electronic form whatsoever;

iii. *The defendants and all others acting on their behalf are restrained from advertising, marketing or promoting their projects, goods or services in any manner whatsoever, whether through print, electronic, digital, outdoor, broadcast or social media platforms, and thereby representing, expressly or by necessary implication, to members of the public and the trade that the defendants are in any manner associated, connected, sponsored, licensed, endorsed or affiliated with the plaintiffs, by use of the mark "ANANTARA" or any mark identical with or deceptively similar thereto, including but not limited to ANANTARA RESIDENTIAL RESORT, ANANTARA-II, ANANTARA DOWNTOWN, ANANTARA RESIDENCE, ANANTARA BLOCK BUILDING, whether as a trademark, project name, corporate name, trading style, domain name or any part thereof, in any manner whatsoever."*

6. The defendants were served on 21.05.2026, yet none of them entered appearance. The matter was then taken up by the Registrar Court. By order dated 18.09.2026, the Joint Registrar recorded that no written statement had been filed on behalf of defendant nos. 1 to 5 within the prescribed period, and their right to file the written statement was accordingly closed. Thereafter, on 21.09.2026, the defendants were proceeded against *ex parte*. It is also seen that no reply has been filed to I.A. 6939/2026. The order dated 18.03.2026 has not been assailed and continues to operate.

7. Learned counsel appearing on behalf of the plaintiffs submits that the plaintiffs' trademark "ANANTARA" enjoys considerable goodwill and reputation, which has been recognised in several orders passed by this Court. In support, he places reliance upon the orders referred to in the plaint, and during the course of hearing, he has also handed over a compilation of interim and final orders.

8. It is pointed out that one such suit, bearing CS(COMM) 919/2024, has been decreed by this Court *vide* order dated 24.03.2025, whereby the defendants therein were permanently injuncted from using the plaintiffs'

trademark or any other mark that would, in any manner, infringe the same. Reference has also been made to the following orders, ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Mangalam Construction Company LLP & Ors.***[1], ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Club Anantara Suites and Retreat & Ors.***[2], ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Evergreen Dealcom Pvt Ltd & Ors.***[3], ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Motwani Constructions Pvt. Ltd & Ors.***[4], ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Anantara Galleria and Anantara & Anr.***[5], ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Anantara Spa & Anr.***[6] and ***MHG IP Holding (Singapore) Pte. Ltd and Anr. Vs. Anantara Spa and Massage***[7].

9. This Court has heard learned counsel appearing on behalf of the plaintiffs and perused the record.

10. The defendants have neither contested the suit nor filed a written statement despite servicce, therefore the averments made in the plaint stand unrebutted. In these circumstances, this Court is of the considered opinion that the defendants have no real prospect of successfully defending the claim, and there is no other compelling reason why the claim should not be disposed of before the recording of oral evidence. The facts are, therefore, not required to be proved by the plaintiffs by way of further oral evidence. The plaint and the documents placed on record, duly supported by an affidavit, suffice for the purpose for which the suit has been instituted.

[1] CS(COMM) 919/2024; dated 24.05.2025
[2] CS(COMM) 1229/2025; dated 14.11.2025
[3] CS(COMM) 267/2026; dated 18.03.2026
[4] Ex.P. 05/2026; dated 27.07.2026
[5] CS(COMM) 834/2026; dated 03.08.2026
[6] CS(COMM) 876/2026; dated 13.08.2025



Reference in this regard may be made to ***Su-Kam Power Systems Ltd. v. Kunwer Sachdev & Anr.***[8].

11. This Court in the case of **ANI MEDIA PVT LTD Vs. RSY NEWS AND ANR.**[9] *vide* paragraph nos. 22 to 23 has held as under:-

> *"22. The absence of a defence, however, does not relieve this Court of the obligation to satisfy itself that the plaint, read with the documents on record, establishes the plaintiff's entitlement to the reliefs claimed. The claim is, therefore, examined on its merits.*
> *23. Equally, the power under Rule 27 of the IPD Rules enables this Court to pass a summary judgment in a suit before the Intellectual Property Division even without a specific application. Here, a specific application has in fact been filed and has been pressed. The procedural requirements are, therefore, satisfied."*

12. On an examination of the merits, it is seen that the plaintiffs are the registered proprietors of the mark "ANANTARA", including in Class 36, which covers rental of apartments, real estate agency and real estate management services. Each impugned mark takes the plaintiffs' mark "ANANTARA" in its entirety as its leading and essential feature. The suffixes "RESIDENTIAL RESORT", "DOWNTOWN", "RESIDENCE", "BLOCK BUILDING" and "-II" are merely descriptive, and do not dispel the likelihood of confusion. The impugned marks are used for real estate development, residential and allied services, which are identical with or allied to the services for which the plaintiffs' mark is registered.

13. The case is, therefore, squarely covered by Section 29(2)(c) of the Trade Marks Act, 1999, and the Court must presume a likelihood of confusion in terms of Section 29(3) thereof. The adoption of "ANANTARA DOWNTOWN", which is identical to the name of the plaintiffs' property at

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[7] CS(COMM) 914/2026; dated 21.08.2026
[8] 2019 SCC OnLine Del 10764
[9] CS(COMM) 1018/2024; dated 29.09.2026

Dubai, also cannot be regarded as bona fide. The same set of unrebutted facts establishes misrepresentation and the likelihood of damage to the plaintiffs' goodwill, and the plaintiffs have thus made out a case of passing off as well.

14. In view of the aforesaid, the suit is decreed in the following manner:-

i. The defendants, their directors, promoters, franchisees, associates, licensees, agents, successors, assigns, members, employees and all others acting on their behalf are permanently restrained from using the plaintiffs' registered trademark "ANANTARA", or any mark identical with or deceptively similar thereto. This includes ANANTARA DOWNTOWN, ANANTARA RESIDENCE(S), ANANTARA RESIDENTIAL RESORT, ANANTARA-II and ANANTARA BLOCK BUILDING, whether used as a trademark, trading style, project name or corporate name, in relation to real estate, hospitality, residential or allied services.

ii. The defendants and all others acting on their behalf are further restrained from using the said mark, or any variant thereof, in any domain name, website, email address, social media handle or other online identifier. They are also restrained from advertising or promoting their projects or services in any manner that represents them as associated, licensed or affiliated with the plaintiffs.

15. Learned counsel appearing on behalf of the plaintiffs, on instructions, submits that the plaintiffs give up the prayers for damages and costs.

16. The Registry is directed to draw up the decree sheet accordingly.

17. The application stands disposed of in the aforesaid terms.

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18. In view of the order passed in I.A. 28779/2026, the suit, along with the pending application(s), if any, stands disposed of.

19. The date earlier fixed, i.e., 21.01.2027, stands cancelled.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 15, 2026
Nc