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

+ **CS(COMM) 568/2016 & IA No.9152/2019(u/O.I R-10 CPC)**

SUNAIR HOTELS LTD.

..... Plaintiff

Through: Mr. Hemant Gupta, Adv.

versus

METROPOLITAN HOTEL

..... Defendant

Through: Mr. Anshu Mahajan with Mr. Parveen Singhal,
Mr. Karan Azora, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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03.02.2020

1. The plaintiff instituted this suit against the METROPOLITAN HOTEL, 13A/24, Channa Market, Karol Bagh, New Delhi for permanent injunction, to restrain the defendant from infringing the trade mark THE METROPOLITAN HOTEL of the plaintiff and from thereby passing off its services as that of the plaintiff and for ancillary reliefs.
2. This suit was entertained, though no interim relief granted.
3. In the written statement filed by Sh. Sanjeev Singhal, Authorised representative and Director of V.Vils Hotels Pvt. Ltd., it was stated that V.Vils Hotels Pvt. Ltd. owned and was running the business establishment known as HOTEL METROPOLITAN at the subject address.
4. Vide order dated 4th September, 2017, reasoning that in spite of knowing that the METROPOLITAN HOTEL was not a legal entity/juristic

CS(COMM) 568/2016

Page 1 of 4



person and in spite of knowing from the written statement that the legal entity behind the METROPOLITAN HOTEL was M/s. V.Vils Hotels Pvt. Ltd., the said V.Vils Hotels Pvt. Ltd. had not been impleaded as a defendant, the suit was dismissed.

5. The plaintiff preferred RFA(OS)(COMM) 25/2017 against the order of dismissal of the suit and vide order dated 17th July, 2018, the said appeal was allowed and the defendant METROPOLITAN HOTEL allowed to be sued through its proprietor i.e. V.Vils Hotels Pvt. Ltd. and M/s. V.Vils Hotels Pvt. Ltd. having its registered office at C-9/28, Yamuna Vihar, New Delhi impleaded as defendant no.2.

6. The defendants filed an application under order I Rule 10 of the CPC, being IA No.9152/2019 for deletion of the defendant no.2 from the array of defendants and/or for permitting the defendant no.2 M/s.V.Vils Hotels Pvt. Ltd. to file a written statement and the Joint Registrar, vide order dated 14th January, 2020 listed the said application before this Bench.

7. The counsel for the defendants states that M/s. V.Vils Hotels Pvt. Ltd. was a lessee of property no. 13A/24, Channa Market, Karol Bagh, New Delhi and was running a hotel by the name and style of M/S. METROPOLITAN HOTEL therein and the lease in favour of V.Vils Hotels Pvt. Ltd. has since come to an end and V.Vils Hotels Pvt. Ltd. has vacated the property and is now no longer running any hotel by the name of METROPOLITAN HOTEL in property no. 13A/24, Channa Market, Karol Bagh, New Delhi or in any other property.



8. Though the counsel for the defendants contended that the defendants in the written statement originally filed had taken the said plea but is unable to show any such plea from the written statement.

9. I have enquired from the counsel for the defendants, that if that be so, whether the defendants are willing to suffer a decree for permanent injunction as sought by the plaintiff.

10. The counsel for the defendants replies in the affirmative.

11. The counsel for the plaintiff, on enquiry whether the plaintiff wants to press for other reliefs, states that if the defendants suffer a decree for permanent injunction today, he would give up the other reliefs.

12. The counsel for the defendants, during the hearing has also drawn attention to the list of documents dated 23rd August, 2019 filed by the defendants, containing a photocopy of the registered Lease Deed executed by one Mrs. Meenu Singhal, Manoj Singhal and Manoj Singhal and Sons HUF, in favour of V.Vils Hotels.

13. The counsel for the defendants states that the lease in favour of M/s. V.Vils Hotels is of the same property as the property which was earlier taken on lease by M/s. V.Vils Hotels Pvt. Ltd. On further enquiry, it is stated that M/s. V.Vils Hotels is the sole proprietary of one Mr. Vivek Jain who was the Authorised Signatory of V.Vils Hotels Pvt. Ltd. On yet further enquiry, it is stated that M/s. V.Vils Hotels Pvt. Ltd. is now running a hotel in the name of the METROPOLITAN at the same premises where V.Vils Hotels Pvt. Ltd. was earlier running the hotel by the same name.



14. On enquiry, it is stated that Mr. Sanjeev Singhal and Mr. Manoj Singhal, that is the same person who is the landlord in the Lease Deed aforesaid, are the Directors of M/s. V.Vills Hotels Pvt. Ltd.

15. On enquiry of the relationship of Mr. Vivek Jain with M/s. V.Vils Hotels Pvt. Ltd., the counsel for the defendants is unable to tell.

16. It is quite obvious that Mr. Manoj Singhal and Mr. Sanjeev Singhal in collusion with Mr. Vivek Jain are abusing the process of this Court.

17. All three of them to appear before this Court tomorrow i.e. 4th February, 2020.

RAJIV SAHAI ENDLAW, J

FEBRUARY 03, 2020

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CS(COMM) 568/2016

Page 4s of 4