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

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

MHG IP HOLDING SINGAPORE PTE LTD & ORS.Plaintiffs

Through: Mr. Chander Mohan Lall, Sr. Advocate
with Ms. Annanya, Mr. Sahil Arora,
Mr. Akash Chaudhary, Ms. Ishikaa &
Mr. Amit Panigrahi & Ms. Shivangi,
Advocates.

versus

EVERGREEN DEALCOM PVT LTD & ORS.Defendants

Through: None

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **18.03.2026**

I.A. 6940/2026 (Additional Documents)

1. The present application has been filed on behalf of the plaintiffs under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 ('CPC') as applicable to commercial suits under the Commercial Courts Act, 2015 ('CC Act') seeking leave to place on record additional documents.

2. The plaintiffs are permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018 within thirty (30) days.

3. Accordingly, the application stands disposed of.

I.A. 6939/2026 (Order XXXIX Rules 1& 2, CPC)

4. Present application has been filed on behalf of the plaintiffs under Order XXXIX Rules 1 & 2 of CPC, 1908 seeking *ex-parte ad-interim* injunction against the defendants.

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5. Plaintiff no.1 is a limited liability company incorporated under the laws of Singapore. Plaintiff no.2 is a company incorporated under the laws of Mauritius and plaintiff no.3 is a company incorporated under the laws of India having its registered office in Delhi. Plaintiffs claim to form part of the Minor International Public Company Limited group also known as “Minor Hotel Group”. Plaintiffs claim to be the lawful proprietors of the trademark “ANANTARA” and formative marks which are registered and protected in several jurisdictions across the world including India in relation to hospitality, hotel management and allied services.

6. The first business under the brand “ANANTARA” was set up in the year 2001 in Thailand as ANANTARA Resorts and Spa. Presently, the “ANANTARA” chain includes 60 hotels, resorts and spas spanning across Asia, the Middle East, Africa and Europe. Plaintiffs claim to have adopted the

trademark “ANANTARA”, ,  in the year 2000, and continuously expanded their business under the said trademark. Such services are rendered in countries like Thailand, Sri Lanka, Vietnam, Cambodia, China, Indonesia, Maldives, etc. The trademark “ANANTARA” is stated to have been registered in India under various classes which are detailed in para 14 of the plaint and are not reproduced herein for prolixity. That apart, the plaintiffs also claim to have their marks registered in foreign jurisdictions in countries like Mongolia, Thailand, Indonesia, Switzerland, Malaysia, Israel, Laid, New Zealand, Madrid, Australia, Mexico, etc.

7. Plaintiffs claim that the hotels and other services under its trademark have been globally acknowledged as one of the most astute luxury hotel developers in the world. Plaintiffs claim to have received many accolades like World’s Best Hotel Spa Brand at the 2017, 2018 and 2019 World Spa



Awards, Anantara Desaru Coast Resort & Villas in Malaysia won Asia's Best Resort Spa at the World Spa Awards, 2023, etc. The achievements of the plaintiffs are claimed to have received recognition in various world's status magazines etc., and have been conferred with awards which are enumerated in para 17 of the plaint. The list of hotels, resorts and spas under the trade name "ANANTARA" present worldwide are given in a tabulated form in para 19 of the plaint. The brand identity of the plaintiffs existence in India is established by the hotel/resort namely Anantara Jewel Bagh in Jaipur which is a palatial luxury hotel exemplifying their commitment to heritage hospitality. For the years 2024 and 2025, approximately 11,696 bookings for functions have already been made demonstrating its incredible presence. By sheer dint of such a presence and international recognition, the plaintiffs claim substantial goodwill attached to the "ANANTARA" trademark. Having been in existence for the last almost 25 years, the "ANANTARA" trademark has garnered immense reputation and exclusivity.

8. The word "ANANTARA" is adopted by the plaintiffs in a *bona fide* manner in relation to the hospitality industry and as such, the adoption, continuous, extensive and conspicuous use by the plaintiffs has exclusively associated and identified the trademark with the plaintiffs and its business. Plaintiffs claim that the said mark is a source indicator of the goods and services offered by the plaintiffs alone. The popularity gained by the plaintiffs under the "ANANTARA" trademark in India are clear from the perusal of the tabulated chart in para 30 of the plaint which is extracted hereunder:

Year	Total Guests	Bookings
2025	615,473	289,632
2024	834,660	398,814
2023	6,071	1378
2022	26,752	1136



2021	41,467	295
2020	23,984	291
2019	24,550	1136
2018	24,152	760
2017	21,894	774
2016	16,139	516
2015	11,477	412
2014	6100	237
2013	7199	223
2012	6873	245
2011	6142	168
2010	5235	86
2009	4,478	72
2008	2783	14

9. The plaintiffs ANANTARA Hotels, Resorts and Spas are listed in various directories on the internet and websites of the plaintiffs like www.minorhotels.com, www.anantara.com, <https://www.anantara.com/en/downtown-dubai>, www.anantaravacationclub.com. The substantial presence of the plaintiffs on the social media as of November 2025 is set out in para 37 of the plaint, which is reproduced hereunder:

S. No.	Social Media Platform	Official Account	Followers / Subscribers
1.	Facebook	ANANTARA Official Page	Over 2,03,000 Followers
2.	YouTube	ANANTARA Official Channel	Over 22,000 Subscribers
3.	Twitter (X)	ANANTARA Official Account	Over 2,06,000 Followers

10. In para 39 of the plaint, the plaintiffs have, in detail, mentioned the



luxury hotel chain under the trademark “ANANTARA” including offering high end private villas and apartments across multiple jurisdictions. The pictorial representation of various properties and high end services offered by the plaintiff in multiple jurisdictions worldwide is also brought out in para 39 of the plaint, however, are not reproduced herein *in extenso* for brevity. Similarly, various services provided by the plaintiffs like Anantara Vacation Club, Anantara Wellness, Travel and Culinary experiences, signature experiences, social and environmental initiatives are mentioned in detail from para 42 to 51 of the plaint.

11. In order to protect its registered trademark against infringers etc., the plaintiffs had instituted a suit bearing CS(OS) 5080/2008 for passing off, etc. wherein, a decree was passed in its favour. Similarly, this Court in CS(COMM) 825/2023 and CS(COMM) 1229/2025 restrained the infringing websites from using the marks Anantara Clubs/Anantara. Plaintiffs have also initiated domain name cancellation proceedings against various domain names mentioned in para 53 of the plaint.

12. The worldwide promotional expenditure incurred by the plaintiff in the year 2013 was pegged at USD 7,864.37 and substantially increased to USD 118,089.34 in the year 2025. The plaintiffs also operate the website www.anantara.com since 08.11.2000, and claim to have an extensive online/internet presence.

13. Plaintiffs claim to have been shocked to discover the defendants’ listings on various websites and online e-platforms which are enlisted below:

99ACRES.COM

- <https://www.99acres.com/evergreen-anantaratilhari-jabalpurnpxid-r297111>
- <https://www.99acres.com/3-bhkbedroom-apartment-flat-forrent-in-evergreen-anantara-tilharijabalpur-1800-sg-ft-rl4-spIdP63742682>



- <https://www.99acres.com/3-bhk-bedroom-apartment-flat-forrentin-evergreen-anantara-tilhari-jabalpur-2200-sq-ft-r2-spjC80544417>

HOUSING.COM

- <https://housing.com/rent-evergreen-anantara-block-5-building-a-b-c-for-rent-in-tilhari-jabalpur-rpid-AG4y7bAH0>

MAGICBRICKS.COM

- <https://www.magicbricks.com/anantaresidencetilharijabalpur-pdpid-4d4235323230333531>

JUSTDIAL.COM

- <https://www.justdial.com/Jabalpur/Anantara-ResidentialResort-Township-Tilhari/9999PX761-X761-190801073208-D8N4 BZDET>

FACEBOOK

- <https://www.facebook.com/anantaresidentialresort;>

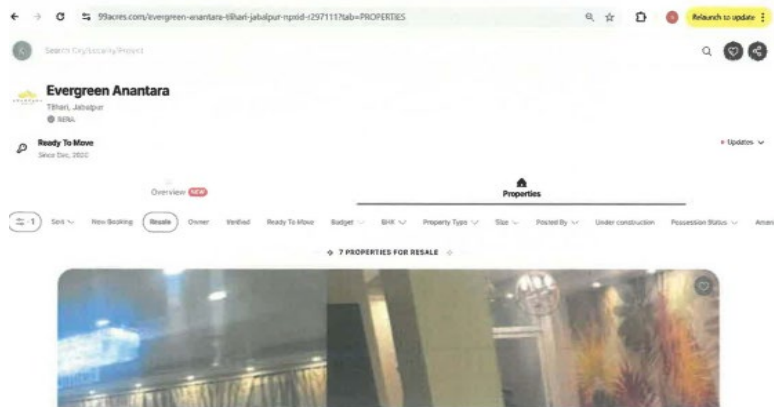
INSTAGRAM

- <https://www.instagram.com/anantaradowntown/anantaresidential-resort/>

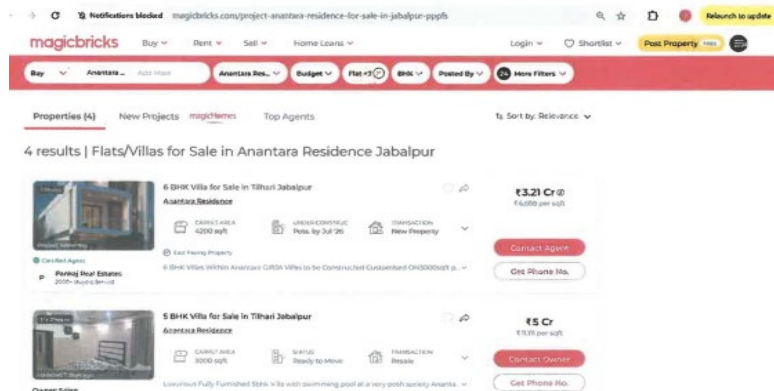
14. Defendants are alleged to be offering similar services under the mark ANANTARA RESIDENTIAL RESORT/ANANTARA-II/ANANTARA DOWNTOWN/ANANTARA RESIDENTIAL/ANANTARA BLOCK BUILDING A, B, C, which are identical or deceptively similar to the trademark “ANANTARA” of the plaintiffs. Investigation revealed that the aforementioned websites are registered under the names of the defendants. The defendants are claimed to have used the infringing brand as part of their projects without any authorization or permission. Some of the listings on certain e-commerce websites are reproduced hereunder:



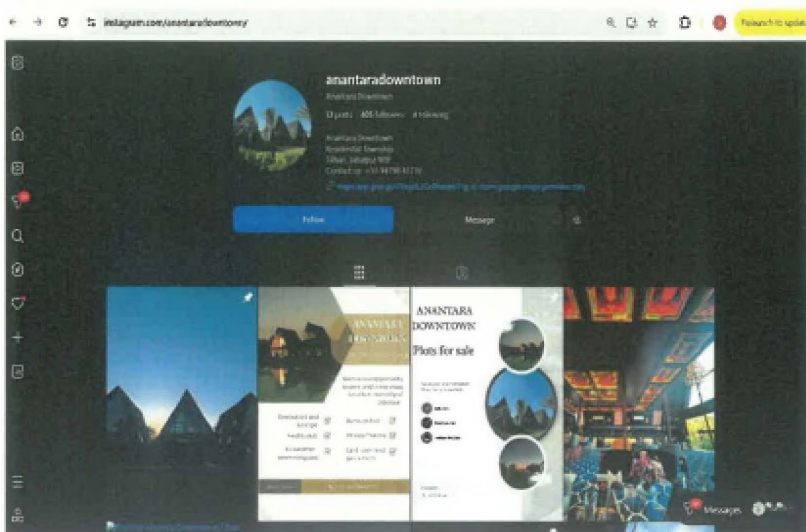
99acres.com: <https://www.99acres.com/evergreen-anantara-tilhari-jabalpur-npxid-r297111>



Magicbricks.com: <https://www.magicbricks.com/project-anantara-residence-for-sale-in-jabalpur-pppfs>



INSTAGRAM: <https://www.instagram.com/anantaradowntown/>



15. Plaintiffs claim that when a Google search is entered for the term



“ANANTARA” or “ANANTARA DOWNTOWN”, it immediately reflects the plaintiffs’ websites and services at the first instance. This would indicate the widespread recognition and popularity of the “ANANTARA” trademark. The search results are reproduced in para 69 of the plaint. Plaintiffs state that the infringing brand is visually, structurally and deceptively similar to the plaintiffs’ “ANANTARA” trademark. This similarity is not just superficial but extends to the core elements that define the plaintiffs’ trademark. The said infringing mark is conceptually similar to the “ANANTARA” trademark.

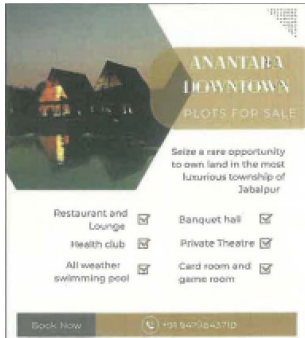
16. Plaintiffs claim that such infringement conveys the same idea, image and mental recollection to an average customer with imperfect recollection to associate the said services of the defendants to be those of the plaintiffs or are associated with the plaintiffs.

17. Predicated on the above, the plaintiffs seek *ex-parte ad-interim* injunction against the defendants.

18. From the various registrations and the marks in respect of “ANANTARA” trademark and its formative marks registered in India as also in various jurisdictions, it appears that the “ANANTARA” mark has been adopted and used by the plaintiffs from the last almost 25 years. The registrations of the trademark “ANANTARA” and “ANANTARA DOWNTOWN” also indicate its legitimacy over such trademarks. Keeping that in the background, it is necessary to examine and compare the adoption alleged against the defendants. The same are as under:

Plaintiffs’ trademark/s and manner of use	Defendants’ impugned trademark/s and manner of use
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ANANTARA    	ANANTARA RESIDENTIAL RESORT/ ANANTARA-II/ ANANTARA DOWNTOWN/ ANANTARA RESIDENCE/ ANANTARA BLOCK BUILDING A, B, C  
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19. The plaintiffs have asserted that they have never licensed or permitted the defendants to use their brand name or trademark “ANANTARA” in any manner whatsoever. The plaintiffs assert that the search records of the Trade Marks Registry have revealed that the defendants have not obtained any statutory recognition for the infringing brand till date. However, the defendants continue to exploit the registered trademark “ANANTARA” of the plaintiffs. Having gained the knowledge of such infringement by the defendants, the plaintiffs have issued a Cease and Desist Notices on 05.09.2024 and 12.06.2025 upon the defendant nos.1 and 2, and on 08.08.2025 upon the defendant nos.4 and 5. However, did not receive any response from any of the defendants. The plaintiffs assert to have also



initiated pre-institution Mediation under Section 12A of the CC Act against the defendants with an objective of amicably resolving the disputes. Consequently, the Mediation Centre issued non-starter reports on 17.11.2025 and 02.12.2025 due to non-compliance by the defendants. The plaintiffs appear to have made significant investments in developing its unique brand identity both worldwide as also in India. At this stage, the adoption of the mark “ANANTARA” appears to be prior in time to the defendants and also *bona fide*. It also appears that the defendants are riding on the coat tails of the plaintiffs’ immense goodwill and reputation.

20. Having heard Mr. Lall, learned senior counsel and upon examination of the registered trademark “ANANTARA” of the plaintiffs in comparison with the infringing mark used by the defendants, it appears that the marks are not only similar but deceptively similar and are in relation to similar services and for the consumers who would form the common base. Such use is likely to cause confusion, deception, association with the registered mark of the plaintiffs and may cause dilution to the trademark of the plaintiffs.

21. Having regard to the aforesaid, the plaintiffs have made out a, *prima facie*, strong case in their favour. The balance of convenience too is tilted in favour of the plaintiffs. Plaintiffs shall suffer irreparable loss and injury which may not be compensated adequately in monetary terms in case urgent *ex-parte ad-interim* injunction orders are not passed.

22. Accordingly, following directions are passed:

- 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), username(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.

23. Issue notice.

24. Let a reply to this application be filed by the defendants within four weeks from service. Rejoinder, thereto, if any, be filed within two weeks thereafter.

25. Compliance of Order XXXIX Rule 3 of CPC shall be done within ten days from date.

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26. Let the plaint be registered as a suit.

27. Upon filing of the process fee, issue summons of the suit to the defendants through all permissible modes.

28. The summons shall state that the Written Statement shall be filed by the defendants within 30 days from the date of the receipt of summons. Alongwith the Written Statement, the defendants shall also file Affidavit of Admission/Denial of the documents of the plaintiffs, without which the Written Statement shall not be taken on record.

29. Liberty is granted to the plaintiffs to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the plaintiffs, an Affidavit of Admission/Denial of the documents of defendants be filed by the plaintiffs, without which the Replication shall not be taken on record.

30. In case any party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the



list of reliance, which shall also be filed with the pleadings.

31. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

32. Mr. Chander Lall, learned Senior Counsel fairly admits that in paragraph 99 of the plaint regarding “Cause of Action”, two errors have been crept in due to inadvertence. He submits that in the first line, the reference to the month ‘June, 2025’ is actually ‘September, 2024’ and in the same paragraph about 10 lines from the top, the line “*The Defendants, by reply dated July 05, 2025, declined to comply and asserted their position.*” is absolutely incorrect and states that the appropriate amendments shall be carried out. The appropriate application seeking amendment may be filed within three (3) weeks from the date.

33. List before the Joint Registrar (Judicial) on 21.05.2026 for completion of service and pleadings.

34. List before the Court on 21.09.2026.

TUSHAR RAO GEDELA, J

MARCH 18, 2026

ab/rl