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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1229/2025**
MHG IP HOLDING SINGAPORE PTE LTD
& ORS.Plaintiffs

Through: Mr. C.M. Lall, Senior Advocate with
Ms. Annanya, Ms. Parul Panthi, Mr.
Sahil Arora and Mr. Amit Panigrahi,
Advocates.

versus

CLUB ANANTARA SUITES AND RETREAT
& ORS.Defendants

Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **14.11.2025**

CS(COMM) 1229/2025

1. Let the Plaint be registered as a Suit.
2. Issue Summons. Let the Summons be served to the Defendants through all permissible modes upon filing of the Process Fee.
3. The Summons shall state that the Written Statement(s) shall be filed by the Defendants within 30 days from the date of the receipt of Summons. Along with the Written Statement(s), the Defendants shall also file an Affidavit of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement(s) shall not be taken on record.
4. Liberty is granted to the Plaintiffs to file Replication(s), if any, within 30 days from the receipt of the Written Statement(s). Along with the Replication(s) filed by the Plaintiffs, an Affidavit of Admission / Denial of



the documents of Defendants be filed by the Plaintiffs, without which the Replication(s) shall not be taken on record.

5. 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.

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

7. List before the learned Joint Registrar on 12.01.2026 for completion of service and pleadings.

I.A. No. 28395/2025(Additional Documents)

8. 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.

9. 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.

10. Accordingly, the Application stands disposed of.

I.A. No. 28394/2025 (U/O XXXIX Rule 1 & 2 of CPC)

11. Issue Notice. Notice be served through all permissible modes upon filing of the Process Fees.

12. The present Suit has been filed for permanent and mandatory injunction restraining infringement of the Trade Marks, passing off, dilution, unfair competition, rendition of accounts, damages, delivery up, etc.

13. The learned Counsel for the Plaintiffs made the following submissions:

13.1 The Plaintiffs along with their various subsidiaries / chain are



engaged in providing services of luxury hotels, resorts, premium service apartments and spas. The Plaintiffs, *inter alia*, adopted the

Trade Marks ‘ANANTARA’, ‘ ANANTARA HOTELS · RESORTS · SPAS’, and ‘ ANANTARA VACATION CLUB’, (“**Subject Marks**”) in the year 2000.

- 13.2 The Subject Mark ‘ANANTARA’ was arbitrarily adopted by the Plaintiffs as their Trade Mark to fit into the vision of the Plaintiffs, aimed at evoking the emotions of freedom, harmony and movement amongst their guests. The Plaintiffs’ business under the Subject Marks is a combination of an idea of luxury and comfort with the philosophy of blending with the surrounding environment of the properties without disrupting them. This has carved an exclusive niche for the Plaintiffs globally. The Plaintiffs own, manage and operate residences, resorts and spas which combine luxury with culture and natural beauty across various destinations in the world.
- 13.3 The Plaintiffs adopted the Subject Marks in respect of their residences, resorts and spas over two decades ago, in the year 2000, and since then, have continuously expanded their business under the Subject Marks by opening residences, resorts and spas in a number of countries around the world.
- 13.4 The prior adoption, continuous, extensive and conspicuous use by the Plaintiffs of the Subject Marks in relation to the hospitality industry has led the Subject Marks to be exclusively associated and identified with the Plaintiffs and their businesses. Each of the Plaintiffs’ resorts, standalone spas are prefixed with the Subject Mark ‘ANANTARA’. Thus, the Subject Marks enjoy recognition



with the Plaintiffs' businesses and act as a source indicator of the goods and services offered by the Plaintiffs. As a result, the Plaintiffs have also acquired common-law rights to the exclusive use of the Subject Marks in relation to hospitality and spa services globally. The Plaintiffs have also obtained registrations for the Subject Marks for goods and services falling in International Classes 3, 16, 20, 24, 25, 32, 33, 35, 36, 37, 39, 41, 42, 43 and 44 in many jurisdictions around the world.

13.5 The Plaintiffs have consistently made strategic investments to expand their business and are currently in the process of expanding their physical footprint in India by launching their venture in Jaipur, Rajasthan under the Subject Mark 'ANANTARA'.

13.6 The Plaintiffs' hotels, resorts and spas, among their other hotels under the Subject Marks, are listed on various trade directories on the internet and on the Plaintiffs' websites namely www.minorhotels.com, www.anantara.com, www.anantaravacationclub.com ("**Plaintiffs' Websites**"), which has an immeasurable reach. The Plaintiffs' Websites provide comprehensive information of the goods and services offered, and facilities extended at the resorts and spas and clubs by the Plaintiffs under the Subject Marks. The Plaintiffs' Websites are accessed by millions of people over the world, including those from India for online bookings, thus, the consumers in India are aware of the goods and services provided by the Plaintiffs under the Subject Marks and the people associate any goods and / or services provided under any identical / similar mark to be originating from the



Plaintiffs alone.

- 13.7 The Plaintiffs also circulate newsletters amongst its guests, including its guests from India. The Plaintiffs also actively promote and advertise the Subject Marks and goods and services offered thereunder through various social media sites / platforms such as Facebook, YouTube, Instagram, Twitter(X) etc. The popularity of Subject Marks is also evident from the popularity of their social media pages. Thus, the members of the public and trade have come to associate the Subject Marks solely and exclusively with the Plaintiffs and the services provided by the Plaintiffs thereto.
- 13.8 During a routine check of intellectual property violations for the Plaintiffs, wherein similar services to those of the Plaintiffs were being offered, the Plaintiffs discovered the Defendants' websites www.clubanantara.com; www.clubanantarasuitesandretreat.com, www.casuitesandretreat.com and www.casarapp.in (“**Infringing Websites**”).
- 13.9 Thereafter, the Plaintiffs initiated an in-depth search of the Infringing Websites to ascertain the ownership of the same and discovered that the Infringing Websites were being used by Defendant No. 1 for publicizing its services under the Marks ‘Anantara’ / ‘Club Anantara’ / ‘Club Anantara Suites and Retreat’ (“**Infringing Marks**”). Defendant No. 1 is Club Anantara Suites and Retreat, Defendant No. 2 is a company incorporated under the laws of India and Defendant Nos. 3, 4 and 5 are Partners / Promoters of Defendant No. 2.



13.10 A table comparing the Subject Marks and the Infringing Marks, and the services offered thereunder is reproduced below:

	Plaintiffs' Trademarks	Infringing Marks
Trademark	ANANTARA    	ANANTARA  
Services	Services for Providing Food and Beverages; Temporary Accommodation; Hotel Services; Reservation Services for Hotel Rooms; Reservation of Temporary Accommodation; Hotel Reservations; Guest Houses; Hotel Accommodation	Temporary Accommodation; Reservation of Temporary Accommodation; Accommodation Services in Hotels, Motels and Tourist Resorts.



	Agencies; Accommodation Services in Hotels, Motels and Tourist Resorts; Food and Drink Preparation Services; Restaurant, Bar and Catering Services.	
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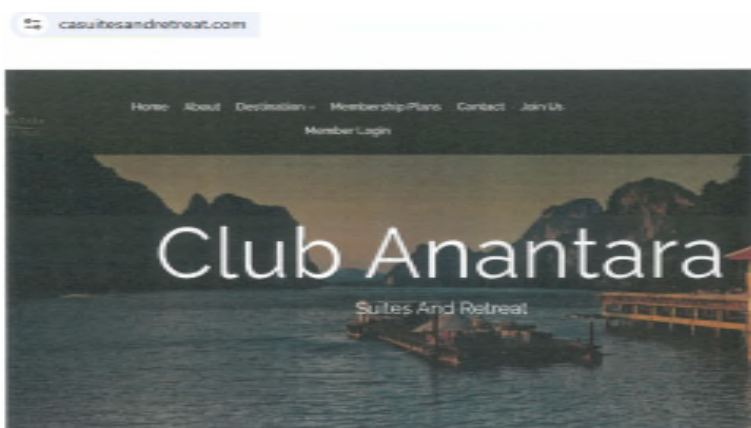
- 13.11 The Defendants commenced their business under the Infringing Marks through the Infringing Website, www.clubanantara.com in the year 2024 and later through the Infringing Websites www.clubanantarasuitesandretreat.com, www.casuitesandretreat.com and www.casarapp.in, indicating presence with services and amenities identical to those of the Plaintiffs.
- 13.12 The Defendants' services, operating under the Infringing Marks, have been prominently listed on the Infringing Websites, which are interactive websites. This online presence enables visitors and potential customers from across India and globally to make inquiries, and obtain information. This widespread accessibility and promotion of the services under the Infringing Marks through the Infringing Websites facilitate the Defendants' reach and engagement with prospective customers from across India, including in Delhi.
- 13.13 The Defendants are presenting themselves as purveyors of luxury hospitality and cultural immersion, offering guests opulent accommodations, wellness experiences, and destination based



exploration.

13.14 The Infringing Marks are conceptually similar to the Subject Marks. The Infringing Marks convey the same idea, image, and mental recall to the average customer, leading to an association with the Plaintiffs' business under the Subject Marks. This similarity reinforces the deceptive nature of the Infringing Marks, as it evokes the same thoughts and perceptions in the minds of consumers as the Subject Marks.

13.15 The deliberate use of the abbreviation 'ca' in the domain names of Infringing Websites, www.casuitesandretreat.com and www.casarapp.in wherein 'ca' is 'Club Anantara' and 'sar' is 'suites and resorts' respectively, while simultaneously displaying the full name 'Club Anantara' on the homepage, is a calculated attempt to circumvent enforcement and continue misleading the public. The screenshots of the Infringing Websites evidencing such conduct are reproduced below:





- 13.16 Concerned by the alleged activities of the Defendants, the Plaintiffs had served a cease and desist notice in July 2024 upon the Defendants calling upon the Defendants to, *inter-alia*, immediately cease and desist from conducting any activities under the Infringing Marks, including the domain name www.clubanantara.com and related social media handles and to refrain from violating or making use of the Plaintiffs' statutory and common law rights in the Subject Marks in any and all manner whatsoever.
- 13.17 The Plaintiffs further filed a domain name complaint with World Intellectual Property Organization (“**WIPO**”) in November 2024. Pursuant to the decision dated 04.12.2024, issued by the WIPO Panel in domain name proceedings, the domain name, www.clubanantara.com of the Defendants was decreed to be transferred to the Plaintiffs.
- 13.18 Despite the transfer of the domain name, www.clubanantara.com to the Plaintiffs, the Defendants still continued to engage in infringing activities by adopting and operating additional and rhymingly similar domain names, namely www.clubanantarasuitesandretreat.com, www.casarapp.in and



- www.casuitesandretreat.com, which incorporate the Subject Mark 'ANANTARA' with the deceptive abbreviation. These domain names are used in conjunction with the Infringing Marks thereby perpetuating unauthorized use of the Subject Marks.
- 13.19 Pursuant to the discovery of another Infringing Website operated by the Defendants around June 2025, the Plaintiffs initiated another domain name proceedings with WIPO against the Defendants in relation to the infringing and confusing domain name, www.clubanantarasuitesandretreat.com. Upon examination, it was determined by the WIPO Panel on 06.08.2025 that the said domain name was registered and used in bad faith and bore a confusing similarity to the Subject Marks. Consequently, the WIPO Panel decreed that the domain name, www.clubanantarasuitesandretreat.com be transferred to the Plaintiffs, recognizing their rightful claim and the Defendants' continued pattern of infringement.
- 13.20 The Plaintiffs, willing to chance the closure of continuous misuse of the Subject Marks, again issued a cease and desist notice dated 06.06.2025, calling upon the Defendants to immediately cease all unauthorized use of the Subject Marks, including but not limited to their use in domain names, social media handles, promotional materials, and any other digital or physical assets that falsely suggest affiliation with the Plaintiffs. The cease and desist notice dated 06.06.2025 also referred to the prior instances of infringement by the Defendants, including the unauthorized registration and use of the domain name, www.clubanantara.com, which was ordered to



be transferred to the Plaintiffs pursuant to the WIPO decision dated 04.12.2024. Despite the clear findings in the WIPO proceedings and the Plaintiffs' repeated assertions of their statutory and common law rights, the Defendants responded *vide* communication dated 13.06.2025, denying all factual assertions made by the Plaintiffs failing to address any substantive claim raised in the cease and desist notice dated 06.06.2025.

13.21 The Defendants' registration and use of multiple domain names incorporating the Subject Marks, even after the adverse WIPO decision and the cease and desist notices by the Plaintiffs, evidences a pattern of bad faith and a blatant disregard for the Plaintiffs' established rights and Trade Marks law and relevant provisions of the Bhartiya Nyaya Sanhita, 2023.

13.22 Further, the Plaintiffs on 11.06.2025 have received an e-mail complaint addressed to multiple official e-mail IDs of the Plaintiffs and their parent company, raising serious concerns regarding the membership services offered under the Infringing Mark 'Anantara Club' operated by the Defendants. The said e-mail contained grave and defamatory allegations against the Plaintiffs and their service standards and for cancellation of their memberships, which were entirely misplaced and stemmed from consumer confusion caused by the Defendants' unauthorized and continued use of the Subject Marks.

13.23 Consumers have repeatedly approached the Plaintiffs with complaints regarding services rendered by the Defendants under the Infringing Marks, under the mistaken belief that the Defendants'



offerings are affiliated with or endorsed by the Plaintiffs. Another complaint, received on 20.08.2025, was marked not only to the Plaintiffs but also to the official e-mail IDs of the Cyber Crime Cell and the National Consumer Helpline, thereby escalating the matter to regulatory authorities and causing irreparable harm to the Plaintiffs' reputation, goodwill, and brand equity globally and in India. Such mistaken / confusing association has resulted in defamatory conduct by the Defendants.

13.24 The continued use of the Infringing Mark 'ANANTARA CLUB' and associated domain names by the Defendants despite the transfer of the primary domains www.clubanantara.com and www.clubanantarasuitesandretreat.com to the Plaintiffs pursuant to the WIPO decisions constitute willful and persistent infringement. The Defendants' conduct is violative of the Plaintiffs' statutory rights under the Trade Marks Act, 1999, and amounts to passing off, dilution, unfair trade practices, fraud, cheating and misrepresentation.

13.25 Thereafter, in September 2025, it further came to the Plaintiffs' attention that one of their flagship properties, 'Anantara Riverside Bangkok', has been listed on the Infringing Websites www.clubanantarasuitesandretreat.com and www.casuitesandretreat.com. The unauthorized listing of this internationally recognized property, coupled with the Defendants' use of the Infringing Marks creates a false and misleading impression of affiliation, endorsement, or commercial partnership with the Plaintiffs. This conduct evidences the Defendants' *mala*



fide intent to misappropriate the Plaintiffs' brand equity, deceive consumers, and unlawfully derive commercial benefit from the Plaintiffs' global reputation.

13.26 The Defendants' presence on the internet making use of the Infringing Marks, which are visually, structurally and phonetically identical to the Subject Marks, is likely to confuse and deceive the unwary customers across the world including in India, causing them to believe that the Defendants and the services provided by the Defendants under the Infringing Marks are associated, affiliated, sponsored, licensed or an extension to the Plaintiffs' business. The use of the Infringing Marks by the Defendants is a deliberate and calculated attempt to deceive consumers who seek information and booking facilities through the internet for services like luxury stay, vacation planning, and organizing official and cultural events similar to that of the Plaintiffs.

13.27 The vacation club, wellness, vacation planning, club memberships being offered by the Defendants are actually the primary services offered by the Plaintiffs. The standard of services provided by the Plaintiffs is superior to the services provided by the Defendants. The substandard quality and deficiency in the services provided by the Defendants under the Infringing Marks is publicly documented through disparaging e-mails and complaints issued by their own customers. These communications reveal that clients have experienced significant dissatisfaction, thereby seeking refunds and cancelling their memberships. Such grievances underscore the Defendants' failure to uphold service standards and reflect the



reputational harm and consumer mistrust directly attributable to the unauthorized use of the Infringing Marks.

13.28 As the adoption of the Subject Marks by the Defendants is *prima facie* dishonest and motivated by the desire to make illegal profits at the cost of the Plaintiffs' hard-earned goodwill and reputation, it is imperative that the Plaintiffs be protected from such misuse by the Defendants, as the same would prejudice the goodwill and reputation of the Plaintiffs in addition to spreading confusion in the market.

13.29 The damage being caused to the Plaintiffs on account of the activities of the Defendants is not capable of being compensated monetarily. The Plaintiffs will continue to suffer at the hands of the Defendants unless the Defendants are restrained by this Court from violating the Plaintiffs statutory and common law rights.

14. The material placed on record indicates that the Plaintiffs are the prior adopters and continuous users of the Subject Marks having commenced use in the year 2000 in relation to luxury hotels, resorts, spas, and allied hospitality services. The Plaintiffs have promoted and advertised the Subject Marks across multiple platforms, including their internationally accessed websites and social media channels for a substantial period. The material placed on record also demonstrates that the Subject Marks have acquired goodwill, reputation and distinctiveness amongst the members of the public and trade, including consumers in India, who engage with the Plaintiffs' Websites and other digital promotional materials.

15. A *prima facie* comparison of the Subject Marks with the Infringing Marks also demonstrates visual and structural similarity. The Defendants'



adoption of the Infringing Marks for identical services, coupled with the use of confusingly similar domain names incorporating the Subject Marks despite adverse WIPO findings, reflects a *mala fide* attempt to ride upon and misappropriate the Plaintiffs' goodwill and reputation. The repeated consumer complaints received by the Plaintiffs, evidencing mistaken association with the services offered by the Defendants under the Infringing Marks, highlights the likelihood of confusion. The continued use of the Infringing Marks by the Defendants, even after issuance of cease and desist notices, transfer of domain names pursuant to WIPO decisions, and discovery of further infringing domain names is indicative of *mala fides* and a conscious disregard of the Plaintiffs' statutory and common-law rights.

16. In these circumstances, the Plaintiffs have established a *prima facie* case; the balance of convenience lies in favour of the Plaintiffs; and failure to restrain the Defendants would cause irreparable injury to the Plaintiffs.

17. Accordingly, till the next date of hearing, the Defendants, their partners, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, representatives, licensees and anyone acting for or on their behalf directly or indirectly, as the case may be, are restrained from operating, hosting, promoting, using or in any manner commercially exploiting the Infringing Websites www.clubanantarasuitesandretreat.com, www.casuitesandretreat.com and www.casarapp.in and selling, offering for sale, advertising and dealing in any manner whatsoever with the Infringing Marks 'Anantara' / 'Club Anantara' / 'Club Anantara Suites and Retreat' or any mark that is identical or deceptively similar to the Subject Marks



‘ANANTARA’, ‘ANANTARA
HOTELS-RESORTS-SPAS’ and ‘ANANTARA
VACATION CLUB’ or any ‘ANANTARA’
formative marks either as a trade mark(s) / e-mail address(s) / corporate name
/ domain name(s) or as their trading style or in any manner whatsoever,
amounting to infringement of the Subject Marks, and passing off.

18. Let the Reply to the present Application be filed within four weeks after
service of Notice. Rejoinder thereto, if any, be filed before the next date of
hearing.

19. The compliance of Order XXXIX Rule 3 of the CPC be done within
two weeks.

20. List before this Court on 16.03.2026.

TEJAS KARIA, J

NOVEMBER 14, 2025/sms