



\$~58

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

+ CS(COMM) 189/2026

M/S MOTI MAHAL LEGENDARY HOSPITALITY THROUGH
ITS SOLE PROPRIETOR & ANR.Plaintiffs

Through: Mr. Rishabh Sharma, Advocate.

versus

M/S SANT FOODS THROUGH ITS PROPRIETOR MR RAVI
GUPTA & ORS.Defendants

Through: Mr. Anirudh Bhatia and Ms. Shreya
Sethi, Advocates for D-2 and D-3.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **25.02.2026**

I.A. 5277/2026 (u/S 151 CPC)

1. This application is filed on behalf of the Plaintiffs for filing lengthy list of dates and synopsis.
2. For the reasons stated in the application, the same is allowed permitting the Plaintiffs to file lengthy list of dates and synopsis.
3. Application stands disposed of.

I.A. 5274/2026 (u/S 148 and 149 r/w Section 151 CPC)

4. This application is filed by the Plaintiffs seeking extension of time by four weeks for filing the court fees.
5. For the reasons stated in the application, the same is allowed granting four weeks to the Plaintiffs to file the requisite court fees.
6. Application stands disposed of.



I.A. 5273/2026 (for pre-institution mediation)

7. This application is filed on behalf of the Plaintiffs under Section 12-A of the Commercial Courts Act, 2015 seeking exemption from Pre-Institution Mediation.

8. Having regard to the facts of the present case wherein urgent relief is prayed for and in light of the judgment of Supreme Court in *Yamini Manohar v. T.K.D. Keerthi, (2024) 5 SCC 815*, as also Division Bench of this Court in *Chandra Kishore Chaurasia v. RA Perfumery Works Private Ltd., 2022 SCC OnLine Del 3529*, exemption is granted to the Plaintiffs from Pre-Institution Mediation.

9. Application is allowed and disposed of.

I.A. 5275/2026 (u/O XI Rule 1(4) r/w Section 151 CPC)

10. This application is filed on behalf of the Plaintiffs seeking to place on record additional documents within 30 days.

11. Plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly in accordance with provisions of the Commercial Courts Act, 2015.

12. Application is allowed and disposed of.

I.A. 5276/2026 (u/S 151 CPC)

13. This application is filed on behalf of the Plaintiffs seeking exemption from filing the Legal Proceedings Certificates of the trademarks registered in favour of Plaintiff No. 2.

14. For the reasons stated in the application, the same is allowed permitting the Plaintiffs to file Legal Proceedings Certificates as and when the same are made available.

15. Application stands disposed of.



CS(COMM) 189/2026

16. Let plaint be registered as a suit.
17. Issue summons.
18. Mr. Anirudh Bhatia, learned counsel accepts summons on behalf of Defendants No. 2 and 3 and on instructions submits that the Defendants do not wish to file written statement to the plaint.
19. Upon filing of process fee, issue summons to Defendant No. 1 through all permissible modes, returnable before the learned Joint Registrar on 20.03.2026.
20. Summons shall state that the written statement shall be filed by Defendant No. 1 within 30 days from the receipt of summons along with affidavit of admission/denial of the documents filed by the Plaintiffs.
21. It will be open to the Plaintiffs to file replication within 30 days from the date of receipt of written statement along with affidavit of admission/denial of documents filed by Defendant No.1.
22. If any of the parties wish to seek inspection of any documents, the same be sought and given the timeline prescribed in Delhi High Court (Original Side) Rules, 2018.
23. Learned Joint Registrar will carry out admission/denial of documents and marking of exhibits.

I.A. 5272/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)

24. This application is filed on behalf of the Plaintiffs under Order XXXIX Rules 1 and 2 read with Section 151 of CPC for grant of *ex parte* ad interim injunction against Defendant No. 1.
25. Issue notice.
26. Mr. Anirudh Bhatia, learned counsel accepts notice on behalf of



Defendant No. 2 and 3 and on instructions, submits that Defendants do not wish to file reply to the application.

27. Upon filing of process fee, notice be issued to Defendant No. 1 through all permissible modes, returnable before Court on 24.04.2026.

28. Case as set out in the plaint is that Plaintiff No. 1 is a sole proprietorship concern of which Plaintiff No. 2 is a sole proprietor and is engaged in the business of licensing and managing restaurants under the mark 'MOTI MAHAL', of which Plaintiff No. 2 is a registered proprietor along with Defendants No.2 and 3 in Classes 29, 42 and 43.

29. It is stated that even prior to securing registrations, Moti Mahal had established itself as a leading name in the restaurant industry. Several celebrities and political stalwarts often dined at the Moti Mahal Restaurants and brand's excellence and legacy has been recognised through several national and international honours. The various registrations secured by Plaintiff No. 2 together with Defendants No.2 and 3 in the mark 'MOTI MAHAL' are as follows:-

TRADEMARK	NUMBER	DATE/USER CLAIM	CLASS	STATUS AS PER REGISTRAR'S ONLINE OFFICIAL RECORDS	CURRENT REGISTRATION
MOTI MAHAL	580007	28.08.1992/ Year 1947	29	Registered and valid till 28.08.2026	Plaintiff No.2 and Defendant No.2 and 3
Goods: Meat, fish chicken, poultry, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, eggs, milk and other dairy products, edible oils and fats, preserves, pickles.					



MOTI MAHAL	1249495	13.11.2003/ 01.01.1947	42	Registered and valid till 13.11.2033	Plaintiff No.2 and Defendant No. 2 and 3
Services: Providing of food and drink, temporary accommodation, medical, hygienic and beauty care, veterinary and agricultural services, legal scientific and industrial research, computer programming.					
MOTI MAHAL	2219470	13.10.2011/ 01.01.1947	43	Registered and valid till 13.10.2031	Plaintiff No.2 and Defendant No.2 and 3
Services: Providing services of food and drink; restaurant; consultation services relating to food; catering; hospitality services food hygiene services; temporary accommodation included in class 43.					

30. It is stated that the goodwill, reputation and popularity of 'MOTI MAHAL' marks can be seen from the revenues for the financial years 2021-2022 to 2024-2025 as under:-

Financial Year	Revenue
2021-2022	Rs. 4,01,56,900/-
2022-2023	Rs. 9,94,26,820/-
2023-2024	Rs. 10,74,44,020/-
2024-2025	Rs. 6,96,86,620/-

31. It is stated that 'MOTI MAHAL' marks belonging to Plaintiff No. 2 are licensed by Plaintiff No. 1 for commercial exploitation and Plaintiff No. 2 has exclusive copyright in the original artistic work as follows:



(i)



(ii)



32. It is stated that building on the legacy of Late Mr. Kundan Lal Gujral, Plaintiff No. 2 and Defendants No.2 and 3 have periodically renewed registrations in the ‘MOTI MAHAL’ marks, which continue to be valid and subsisting and give exclusive rights under Section 28 of 1999 Act to use the marks and restrain third parties from infringement. By virtue of Section 31 of 1999 Act, registrations are *prima facie* evidence of their validity. Currently, Plaintiff No. 1 has 28 franchises across the country and in addition, Plaintiff No. 2 franchises, uses and commercially exploits the marks through a Limited Liability Partnership.

33. It is stated that Plaintiffs are also the proprietors of domain names <https://motimahalgroupp.com/> and <https://www.motimahaldelux.com/> and these websites serve as continuous channels of advertisement, publicity and brand presentation for the impugned marks. Under the stewardship of Plaintiff No. 2, Moti Mahal brand has diversified into multiple successful



restaurant ventures, each reflecting a distinctive culinary identity such as China Wall, Moti Mahal Barbecues, Malabar Café etc. The brand has substantially expanded in many years and as a result there have been several instances of unauthorised use of ‘MOTI MAHAL’ marks but Plaintiff No. 2 and Defendants No.2 and 3 have actively and diligently enforced their exclusive rights in various forums and protective orders and injunctions have been given by the Courts. With 100 years of presence in the Indian market, MOTI MAHAL is well entrenched in the minds of the public.

34. It is stated that Defendant No.1 approached Plaintiff in September, 2024 seeking to be appointed as franchisee, which was accepted and under the franchisor-franchisee relationship, Defendant No.1 was granted a non-exclusive limited license to operate a restaurant under the MOTI MAHAL mark and was provided full operational support, training and access to Plaintiff’s proprietary recipes, trade secrets and brand guidelines. In return, Defendant No.1 was required to pay royalty/MGR and furnish complete sales statements and data on a monthly basis. Later, the understanding between the parties was reduced to writing and a Franchise Agreement was executed on 10.07.2025 laying down mutual obligations and rights.

35. It is stated that since commencement of the commercial operations on 17.10.2024, Defendant No. 1 consistently failed to fulfil the obligations and neither remitted the royalty/MGR due nor disclosed the sales data. Consequently, Plaintiffs issued a legal notice on 17.09.2025 granting Defendant No. 1 last and final opportunity of seven days to cure the breaches by disclosing sales statements from 17.10.2024 and paying the outstanding royalty/MGR along with interest at 24% per annum, compounded quarterly. Despite service of legal notice through various modes, Defendant No. 1



neither responded nor complied. Plaintiffs were thus constrained to terminate the franchisor-franchisee relationship and issued the Termination and Cease-and-Desist Notice dated 06.10.2025, terminating the Franchise Agreement with immediate effect. Post the termination, Clause 20 of the Franchise Agreement came into effect, which is as follows:-

“20. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION OF AGREEMENT

In the event of expiration or termination of this agreement for any reason:

Any outstanding unpaid invoices between Franchisor & franchisee shall become immediately payable, the franchisee shall forthwith cease and discontinue display or use of the trademarks or trade names or any of the franchisor’s intellectual property rights and in particular but without prejudice to the generality of the foregoing shall cease to use the trade name, signage, billboards and advertising hoarding. In addition the franchisee shall return to the franchisor all the equipment’s, cutlery, crockery etc and other materials bearing the trade names, within 15 days of termination or expiration. The franchisor after a period of 15 days with prior intimation to the franchisee shall be authorized to remove all fixture and fittings installed by it and all such equipment’s and other assets belonging to the franchisor.”

36. It is stated that by the termination notice, Plaintiffs called upon Defendant No. 1 to: (a) immediately pay the entire royalty amount due since 17.10.2024; (b) furnish statement of sales; (c) cease and desist from operating any restaurant, online and offline food delivery, catering or any other allied business under the impugned marks; (d) remove all signages, hoardings, menus, uniforms, packaging and digital content bearing the impugned marks; (e) cease and desist from disclosure of confidential information; (f) return, within 15 (fifteen) days, all materials belonging to



the Plaintiffs or bearing the impugned marks; and (g) Furnish a written undertaking confirming that Defendant No. 1 shall not open, operate or be associated with any new restaurant, hotel, catering service or brand using the impugned marks.

37. It is stated that around 20.12.2025, investigation was conducted by the Plaintiffs to check whether Defendant No.1 was complying with the post-termination mandate of the Franchise Agreement and investigation revealed that Defendant No.1 is carrying on commercial operations of the restaurant under the impugned marks and illustratively, the photograph of the restaurant, which Defendant No. 1 continues to run is as follows:-





38. It is stated that Defendant No. 1 continues to use the impugned marks on social media platforms like Facebook, Instagram, Google and third-party websites like Justdial and Zarurat to market, promote, advertise and sell its goods or services, documents in respect of which have been filed with the plaint. Deliberate and *mala fide* use by Defendant No. 1 of Plaintiffs' mark, post-termination of the Franchise Agreement is unauthorized and amounts to infringement. It is also leading to passing off, financial loss, dilution, tarnishment and damage to Plaintiffs hard-earned reputation and goodwill.

39. Having heard learned counsel for the Plaintiffs and upon perusal of the documents as well as the rival marks, I am of the view that Plaintiffs have made out a *prima facie* for grant of *ex parte ad interim* injunction against Defendant No.1. Balance of convenience lies in favour of the Plaintiffs and they are likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

40. Plaintiff No. 2 along with Defendants No. 2 and 3 is the registered proprietor of the MOTI MAHAL trademark under Classes 29, 42 and 43. Defendant No. 1 entered into a franchisor-franchisee relationship with Plaintiff No. 1 for running a restaurant under the MOTI MAHAL mark at Mauja Devbarampur, G.T. Karnal Road. Under the Agreement, Defendant No. 1 was permitted to operate the restaurant under a non-exclusive and limited licence and the obligations of the parties were enumerated in the said Agreement executed on 10.07.2025. Plaintiffs allege that Defendant No. 1 failed to fulfil its obligations and stop paying the royalty/MGR and/or sharing the sales data leading to termination of the Agreement. *Prima facie*, once the Agreement stands terminated, Defendant No. 1 has no right to run the restaurant using the MOTI MAHAL trademark.



41. Accordingly, till the next date of hearing, Defendant No.1, including its principals, partners, directors, officers, employees, agents, distributors, suppliers, affiliates, subsidiaries, franchisees, licensees, representatives, group companies, assignees and all other persons acting for or on its behalf are restrained from advertising, selling, offering for sale, marketing, promoting, operating or carrying on the business of running the restaurant and/or catering business under or by use of the marks 'MOTI MAHAL', and/or its formative marks and/or any other mark identical/deceptively similar to the MOTI MAHAL mark, amounting to infringement and/or passing off.

42. Defendant No. 1 is directed to forthwith recall and withdraw from circulation any material bearing the impugned marks, including but not limited to catalogues, menus, stationery, labels, signages, prints, packaging, plates, billboards, pamphlets, invoices etc. as also any sign boards, hoardings or any material from all online platforms, including third party and social media websites within one week from the date of receipt of the notice.

43. Plaintiffs shall comply with the provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today *qua* Defendant No. 1.

JYOTI SINGH, J

FEBRUARY 25, 2026

S.Sharma