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

+ **CS(COMM) 298/2026**

SCHLOSS HMA PRIVATE LIMITEDPlaintiff
Through: Mr. Pravin Anand and Mr. Ashutosh
Upadhyaya, Advocates.

versus

LEELA ENTERTAINMENT PRIVATE LIMITEDDefendant
Through:

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **24.03.2026**

I.A. 7680/2026 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

I.A. 7676/2026 (for pre-institution mediation)

3. This application is filed on behalf of the Plaintiff under Section 12-A of the Commercial Courts Act, 2015 read with Section 151 CPC seeking exemption from Pre-Institution Mediation.
4. 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 Plaintiff from Pre-Institution Mediation.
5. Application is allowed and disposed of.



I.A. 7678/2026 (u/O XI Rule 1 (4) of Commercial Courts Act, 2015 r/w Section 151 CPC)

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

7. Plaintiff, if it wishes to file additional documents at a later stage, shall do so strictly in accordance with provisions of the Commercial Courts Act, 2015.

8. Application is allowed and disposed of.

I.A. 7679/2026 (u/S 151 CPC)

9. This application is filed on behalf of the Plaintiff seeking exemption from filing the required certificate under Section 63(4)(c) of Bharatiya Sakshya Adhiniyam, 2023 as also an affidavit under Order XI Rule 6(3) CPC.

10. For the reasons stated in the application, the same is allowed granting two weeks to the Plaintiff to file certificate under Section 63(4)(c) of Bharatiya Sakshya Adhiniyam, 2023 as also an affidavit under Order XI Rule 6(3) CPC.

11. Application stands disposed of.

I.A. 7677/2026 (u/O XI Rules 1, 3 and 5 r/w Section 151 CPC)

12. This application is filed on behalf of the Plaintiff for a direction to the Defendant to discover on affidavit the details as mentioned in paragraph 2 of the application and produce the same before the Court.

13. Issue notice to the Defendant through all permissible modes, returnable before this Court on 15.05.2026.

CS(COMM) 298/2026

14. Let plaint be registered as a suit.



15. Upon filing of process fee, issue summons to the Defendant through all permissible modes, returnable before the learned Joint Registrar on 16.04.2026.

16. Summons shall state that the written statement shall be filed by the Defendant within 30 days from the receipt of summons along with affidavit of admission/denial of the documents filed by the Plaintiff.

17. It will be open to the Plaintiff to file replication within 30 days from the date of receipt of written statement along with affidavit of admission/denial of documents filed by the Defendant.

18. 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.

19. Learned Joint Registrar will carry out admission/denial of documents and marking of exhibits.

I.A. 7675/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)




20. This application is filed on behalf of the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of CPC for grant of *ex parte* ad interim injunction.

21. Issue notice to the Defendant through all permissible modes, returnable before Court on 15.05.2026.

22. Case of the Plaintiff as set out in the plaint is that Plaintiff is a private limited company incorporated on 06.03.2019 under the Companies Act, 2013 and is engaged in the business of ultra-luxury hotels and resorts management and renders technical, operational, managerial, branding and advisory services in relation to construction and operations of all the hotels





under the LEELA trademarks. Plaintiff conducts its business of high-end hospitality services under the flagship mark, 'THE LEELA' and its stylized

versions ,  (the 'L' device) and . Plaintiff also

offers other services under the trademarks , ARQ BY THE

LEELA, , , , ,

 and .

23. It is stated that Plaintiff operates, manages and renders technical branding advisory to various hotels in India such as The Leela Palace Bengaluru, The Leela Ambience Gurugram Hotel & Residences, The Leela Palace Udaipur, The Leela Palace New Delhi and The Leela Ambience Convention Hotel, Delhi amongst others and each of the properties is strategically located in key metropolitan, business, cultural and leisure destinations and have garnered significant domestic and international recognition, thereby reinforcing the substantial goodwill, reputation, and distinctiveness associated with the trademark “THE LEELA”.

24. It is stated that Plaintiff is strategically and continuously expanding its portfolio across India and even internationally, through a robust development pipeline comprising landmark luxury hospitality projects, including but not limited to 'The Leela Srinagar', 'The Leela Ayodhya', 'The Leela Palace Agra', 'The Leela Ranthambore', 'The Leela Bandhavgarh', 'The



Leela Sikkim', 'The Leela Luxury Residences - Mumbai', 'The Leela Jaisalmer', 'The Leela Palace Mumbai' etc. Plaintiff is also in the process of coming up with its first international venture, 'The Leela Dubai', a beachfront resort on Palm Jumeirah, Dubai, thereby marking the commencement of its global expansion.

25. It is stated that Plaintiff's hotels enjoy significant and steadily increasing patronage from international guests, which clearly evidences the global recognition and appeal of "The Leela" brand. The number of international guests staying at Plaintiff's hotels has shown consistent increase from 2,39,800 in 2023 to 2,71,694 in 2024 and further to 3,00,078 in 2025. This sustained upward trajectory reflects a growing preference among foreign travelers for Plaintiff's hotels despite the fact that as on date, Plaintiff does not operate any hotel outside India under 'The Leela' brand.

26. It is stated that Plaintiff under its flagship mark 'THE LEELA' and other Leela formative trademarks offers comprehensive suites providing ultra-luxury hospitality services such as butler services, luxury transportation, bespoke concierge, wellness, recreational services such as spa & salon, specialty dining services offered by multi-award winning restaurants such as Jamawar, Megu and Le Cirque, Sheesh Mahal and exclusive lounge and luxury bars like Library Bar. Plaintiff operated and managed a hotel in Goa under the brand 'The Leela', famously known as 'THE LEELA GOA', located near Mobor Beach, until October 2022.

27. It is stated that the trademark "THE LEELA" was originally conceived and adopted in 1986 by Late Captain C.P. Krishnan Nair, whereafter Leela Lace Holdings Private Limited and Hotel Leela Venture



Limited developed, promoted and extensively used the Leela trademarks in India in relation to luxury hospitality services. In 2019, private equity funds managed by affiliates of Brookfield Asset Management Limited acquired certain hotel undertakings of the former owners including the entire portfolio of trademarks relating to THE LEELA mark and all associated and allied marks, as part of comprehensive acquisition of Leela hospitality business. To give legal effect to this acquisition, Plaintiff became the lawful proprietor and successor-in-interest to THE LEELA trademarks pursuant to two Deeds of Assignments dated 16.10.2019.

28. It is stated that by virtue of long, continuous, extensive and consistent use of THE LEELA for over 40 years, the marks have acquired distinctiveness and have become synonymous with high-end ultra-luxury hospitality and related services. Plaintiff has invested years of time, capital, efforts and resources globally and in India to promote THE LEELA trademarks and the details of expenditure incurred on advertising and promotion are as follows:-

Financial year	Advertisement Expenditure (Rs. In Lakhs)
2021-22	1,696.50
2022-23	3,469.10
2023-24	5,302.50
2024-25	6,454.10

29. It is stated that the goodwill and reputation garnered by the Plaintiff by use of THE LEELA trademarks for its hospitality and other services is evidenced by the increasing revenues. Estimated sales turnover in India from 2019-2020 to 2024-2025 is as follows:-












Financial Year	Sales (INR in Millions)
2019-20	313.02
2020-21	175.22
2021-22	455.06
2022-23	1,249.61
2023-24	1,536.13
2024-25	1,889.41

30. It is stated that owing to the extensive goodwill in the brand THE LEELA built over 4 decades, LEELA has been ranked among the world's best hotels by global authorities like Travel + Leisure and multiple awards have been won by the brand. Some of the top international awards are Travel + Leisure USA World's Best Awards, 2023 - #3 World's Best Hotel Brand; ULTRAs-Luxury Hotel Brand of the Year International Sustainability Awards 2024-Top 100 Sustainable Hotels & Resorts of the World (The Leela Palace Bengaluru); and Global Vision Awards by Travel + Leisure USA in 2025. Plaintiff has been vigilant in protecting its rights in Leela trademarks and has enforced them consistently and rigorously. The Bombay High Court in Commercial IP Suit No.357 of 2022 granted interim injunction against misuse of the mark LEELA where the Defendant was using the marks ANANTARA BY LEELA and LEELA CONVENTION HALL. Plaintiff has also filed multiple successful oppositions across classes against phonetically and deceptively similar Leela trademarks, details of which are furnished in paragraph 42 of the plaint. In order to protect its statutory right, Plaintiff applied for and has obtained registrations in trademark THE LEELA and its formative marks as follows:-









S.No	Trademark Image	Application Number	Status	Classes	Date Of Application
1	THE LEELA	1330327	Registered	43	06.01.2005
2		1330328	Registered	43	06-01-2005
3	THE LEELA PALACES & RESORTS	1330329	Registered	43	06-01-2005
4		2353857	Registered	16	26-06-2012
5		2353858	Registered	36	26-06-2012
6		2353859	Registered	37	26-06-2012
7		2353860	Registered	43	26-06-2012
8		2353861	Opposed	44	26-06-2012
9		2353851	Registered	16	26-06-2012
10		2353852	Registered	36	26-06-2012




11		2353853	Registered	37	26-06-2012
12		2353854	Registered	43	26-06-2012
13		2353855	Registered	44	26-06-2012
14		4896138	Opposed	24	09-03-2021
15		4896139	Registered	43	09-03-2021
16		4896144	Opposed	24	09-03-2021
17		4896145	Registered	43	09-03-2021
18		4896147	Registered	43	09-03-2021
19		1700618	Registered	43	19-06-2008



20		4896143	Registered	43	09-03-2021
21		4896140	Opposed	24	09-03-2021
22		4896141	Registered	43	09-03-2021
23	THE LEELA PALACES, HOTELS AND RESORTS.	5896096	Registered	43	17-04-2023
24		5896099	Registered	43	17-04-2023
25	THE LEELA RESIDENCES	1881147	Registered	36	06-11-2009
26	THE LEELA RESIDENCES	1881148	Registered	37	06-11-2009
27	THE LEELA RESIDENCES	1881149	Registered	43	06-11-2009
28	THE LEELA RESIDENCES	1881150	Registered	16	06-11-2009
29		2408372	Registered	43	09-10-2012
30		4896135	Registered	43	09-03-2021



31. It is stated that 'L' device  qualifies as 'artistic work' under Section 2(c) of the Copyright Act, 1957. All sketches/drawings, including digital drawings of the said device are original artistic works, solely produced and owned by the Plaintiff by virtue of which proprietorship of the said logo rests solely with Plaintiff. Priority of adoption clubbed with long, extensive and continuous use since 1986, trademark registrations and copyright in the original artistic work of stylized letter 'L' device, when viewed together, gives an exclusive right to the Plaintiff to use or authorize to use the Leela trademarks in relation to services belonging to classes, for which the marks are registered. By virtue of Section 28 of the Trade Marks Act, 1999, Plaintiff has the right to restrain third parties from infringing the marks.

32. It is stated that due to extensive use of the Leela trademarks, Plaintiff has earned and garnered formidable goodwill and reputation and is recognized globally as one of the top brands in the hotel industry. By continuous and uninterrupted use, Plaintiff has acquired common law rights over the Leela trademarks and is entitled to restrain a third party from passing off its services as those of the Plaintiff. Plaintiff regularly promotes its brand and the Leela trademarks through its official website, www.theleela.com and the domain name hosting Plaintiff's website was registered on 24.10.1998. The website is accessible to the public at large across the globe, further contributing to the goodwill and reputation. All properties of the Plaintiff displaying the Leela trademarks as also details of



offers, reviews etc. are available on the website, under the prominent mark



33. It is stated that Plaintiff has invested heavily in promoting the Leela trademarks through various online platforms and print media. Plaintiff has advertised itself in various popular and widely circulated periodicals such as the Robb Report, India Magazine, Invest India, The Business Traveller, GQ India, Vogue, Hotelier India, Manifest Magazine, Hospitality Horizon, amongst others and many other popular international periodicals such as Travel & Leisure, USA. Plaintiff also promotes its brand and services through its in-house magazine, The Leela Magazine, which is an independently run wing of The Leela's brand communication platform and the contents of the magazine are put together by an independent editor to maintain the editorial integrity and credibility. Plaintiff also advertises and promotes the Leela trademarks through various social media platforms under the brand 'THE LEELA' and regularly posts and promotes its properties, services and experience on these platforms, which is indicative of Plaintiff's established name in the industry.

34. It is stated that Defendant is a Private Limited Company incorporated on 28.09.2024 under the provisions of Companies Act, 2013 and is engaged in the business of providing hospitality services. In November, 2025, during an internal trademark audit and review, Plaintiff came across Defendant's



impugned trademark application bearing application number 7128464 dated 19.07.2025, filed on 'proposed to be used' basis under



Class 43 for 'services for providing food and drink; temporary accommodation, hotel accommodation services, restaurant service'. The said mark, containing the word 'THE LEELA' was published in the Trade Marks Journal bearing No.2231-0 dated 20.10.2025 and was applied for services identical to that of the Plaintiff. Plaintiff filed notice of opposition dated 05.01.2026 and also issued cease-and-desist notice dated 05.01.2026 to the Defendant calling upon it, *inter alia*, to immediately discontinue use of the



mark and the name "THE LEELA".

35. It is stated that sometime in late January, 2026 Plaintiff was informed through its market sources that Defendant had earlier hosted the opening of its club under the impugned mark and name 'THE LEELA CLUB' on 31.12.2025 in Vagator, Goa and the club was now active. Plaintiff also received queries from its sources enquiring whether the said club was under Plaintiff's operations, which in fact was not the case. Plaintiff was further informed that a brochure was circulated by Defendant to promote the opening of the club under the impugned mark 'THE LEELA', screenshot of which is as follows:-





36. It is stated that in March, 2026, Plaintiff initiated an independent investigation, both online and physical and it was revealed that Defendant operated through its interactive website, www.theleelaclubgoa.com, wherein it was stated that Defendant's club, operating under the impugned mark, was a premium club in Goa, engaged in organizing parties and events with international vices, top DJs, luxury ambience and VIP services. The website disclosed that Defendant was operating around 4 clubs in India and Thailand, as follows:-

S. No.	Club Name	Location	Club Logo
1	THE LEELA CLUB	Goa, India	
2	LEELA CLUB	Thailand	
3	RAAS CLUB Pattaya	Thailand	
4	MASHAAL - The Luxurious Club	Thailand	



37. It is stated that the website prominently uses the logo and the impugned mark LEELA. WhoIs Lookup search revealed that domain was registered on 11.09.2025. Defendant also has two separate GST



registrations and has substantive presence on various social media platforms such as Facebook, Instagram and YouTube and is promoting and advertising



its business under the name 'The Leela Club' and logo across India, including Delhi. Defendant also sells and provides bookings for its events, parties and other services through multiple online booking agencies and third party platforms such as BookMyShow, Azzir Events, District by Zomato, Trip Advisor, etc. under the impugned trademarks and customers can book from anywhere in India. Physical investigation was carried out at The Leela Club at Goa, which revealed that the property was located in a commercial area with a signage prominently displayed at the premises.

38. It is argued on behalf of the Plaintiff that Defendant has intentionally and *mala fide* adopted the impugned marks which are identical/deceptively similar to Plaintiff's registered trademark THE LEELA for identical services as part of its trade name/trademark/corporate name/social media handles name and domain name. The adoption is clearly in bad faith and to ride upon the formidable goodwill and reputation created by the Plaintiff owing to its long, extensive and continuous use of the LEELA trademarks with distinctive 'L' device and quality of ultra-luxury hospitality services and products associated with it. It is not a mere coincidence that Defendant has adopted THE LEELA mark, as no one can claim that the goodwill and reputation of Plaintiff's LEELA marks is unknown. Use of identical/deceptively trademarks for identical services by the Defendant is causing confusion amongst the potential customers and amounts to infringement of Plaintiff's registered trademark THE LEELA.



39. It is further urged that Defendant has strategically misappropriated Plaintiff's goodwill established in the brand THE LEELA to divert potential customers including foreign travellers at the search and pre-sale stages also, which is particularly damaging the Plaintiff as it causes loss of potential revenue. Plaintiff is the prior user and adopter of the mark THE LEELA and has multiple properties across India, where it offers hospitality services under the said brand and has built an enviable reputation. Goa is a famous and busy tourist destination where there is always a high demand for hospitality services and social events and majority of potential customers use online platforms for bookings. There is no doubt that while booking the properties using online booking platforms, customers will be misled into believing that Defendant's property has a nexus with or is affiliated to Plaintiff's chain of hotels. Defendant has made every attempt to come as close as possible to Plaintiff's marks so that it can divert customers and this misrepresentation is causing irreparable harm to the goodwill and reputation of the Plaintiff and amounts to passing off. In addition, it is resulting in loss of revenue and dilution of THE LEELA brand as also tarnishment of Plaintiff's image. There is no gainsaying that owing to the efforts of the Plaintiff and the quality of services offered, THE LEELA is associated with the Plaintiff alone. Reviews on google show that customers who have availed services of the Defendant have commented on the low standard and quality of the services and this is diluting Plaintiff's brand, day by day.

40. Having heard learned counsel for the Plaintiff and upon perusal of the documents, I am of the view that Plaintiff has made out a *prima facie* for grant of *ex parte* ad interim injunction against the Defendant. Balance of





convenience lies in favour of the Plaintiff and it is likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

41. Plaintiff is the registered proprietor of 'THE LEELA' mark and its







formative versions (the 'L' device) and is in the business of ultra-luxury hotels and resorts and related services. By virtue of Section 28 of Trade Marks Act, 1999, Plaintiff enjoys the statutory right to use the marks exclusively and restrain third parties from infringing them. Defendant is using deceptively similar/identical marks for rendering identical services and consumer base being common, there is likelihood of confusion and in fact, Plaintiff has pointed out instances of actual confusion. Defendant is *prima facie* infringing Plaintiff's registered trademarks. Plaintiff has built an immense reputation for itself in the hospitality industry and adoption of identical/deceptively similar marks for identical services by the Defendant is a dishonest adoption and only to misrepresent to the public that its services have a nexus with or are affiliated to the Plaintiff, which is causing irreparable harm and injury to Plaintiff's goodwill and reputation, as brought forth in the plaint. Comparative of the rival marks is as follows:-

PLAINTIFF'S MARKS	DEFENDANT'S MARKS
THE LEELA	THE LEELA
	THE LEELA CLUB GOA
	LEELA ENTERTAINMENT PVT. LTD



42. Accordingly, till the next date of hearing, Defendant, its partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, dealers, distributors, stockists, representatives, licensees and anyone acting for or on its behalf, directly or indirectly, are restrained from using the impugned marks ‘THE LEELA’, ‘THE LEELA CLUB GOA’, LEELA

ENTERTAINMENT PVT. LTD.  and/or any other mark identical or deceptively similar to the Plaintiff’s registered trademarks,

‘THE LEELA’ and its stylized versions, ,  (The ‘L’ Device),  and/or any permutations/combinations thereof, for rendering hospitality services, in any manner whatsoever, including but not limited to using the impugned marks as part of its corporate name/domain name/social media handle name/promotional hashtag etc., amounting to infringement of Plaintiff’s registered marks and/or passing off their services as those of the Plaintiff.

43. Plaintiff shall comply with the provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today.

JYOTI SINGH, J

MARCH 24, 2026/S.Sharma