

**THE COURT OF MS. VRINDA KUMARI:
DISTRICT JUDGE (COMMERCIAL COURT)-03,
SOUTH EAST DISTRICT, SAKET COURTS, NEW DELHI.**

CS (COMM) 520/2025

In the matter of :-

ANTARA SENIOR LIVING LIMITED

Max House 1, Dr. Jha Marg,
Okhla, New Delhi – 110020

Through its Authorised Representative:

Mr. Ankit Panwar

Email: legal@antaraseniorcare.com

...Plaintiff

VERSUS

1. KAPIRAJ CORPORATION

T.P.S. No. 85, F.P. No. 50/A,
Block No. 67/B/1, Shivant Antara,
New Ring Road, Sarthana,
Surat-395006, Gujarat.
Email: kapiraj.antara18723@gmail.com

2. GHANSHYAM JIVRAJBHAI SHELDIYA

Partner at Defendant No. 1,
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3. PIYUSH JIVRAJBHAI SHELADIYA

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4. DHARMESHKUMAR MANSUKHBHAI THUMMAR

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5. PARESHBHAI VINUBHAI MANDANI

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6. NILESHBHAI MAGANBHAI PATOLIYA

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7. MAHESH MAGANBHAI PATOLIYA

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8. NITENDRA MANSUKHLAL MANDVIYA

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9. HIRALKUMAR ISHWARBHAI DEVANI

Partner at Defendant No. 1,
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T.P.S. No. 85, F.P. No. 50/A,
New Ring Road, Sarthana, Surat-395006,
Gujarat.
Email: devanihiren3.hd@gmail.com

....Defendants

Date of Institution	:	01.07.2025
Date when final arguments were heard	:	01.07.2026
Date of Judgment	:	10.07.2026

J U D G M E N T

1. Vide this Judgment, I shall decide the present commercial suit for declaration, permanent and mandatory injunction u/s 29 of Trademarks Act, 1999 r/w section 38 of Specific Relief Act, 1963

for restraining the defendants and their agents from infringement of Trademarks, passing off, unfair competition, dilution of Trademarks and for rendition of accounts of profit, damages and delivery against the defendants.

2. Brief facts of the case as per plaint are that the plaintiff is a company incorporated under the Companies Act, 1956 as amended from time to time having its registered office at Max House 1, Dr. Jha Marg, Okhla, New Delhi - 110020 and is a part of the MAX group. It is engaged in diverse range of businesses which can broadly be categorized under insurance, hospitality, healthcare and real estate.
3. It is a wholly owned subsidiary of the renowned listed company, Max India Limited ("Max India"). The Plaintiff being a part of Max Group conceptualized 'ANTARA' in year 2010 with the vision to be the most admired brand for seniors and their families.
4. Plaintiff under the trade mark 'ANTARA' carries out the business such as development and construction of residences and provides an array of services catering to various needs of seniors including physical wellness, emotional wellness and specialized health consultations etc.

5. It is averred that the Plaintiff has been widely using the mark 'ANTARA' as part of its trade name and trademark since May, 2011 across all its hoardings/website/ site office/ social media etc. As a result of bona fide adoption, prior and continuous use, the Plaintiff has acquired common law rights to the exclusive use of the trademark 'ANTARA' under various classes. In addition to the common law rights, the Plaintiff also has statutory rights in the registered 'ANTARA' trademarks and enjoys protection under the Trade Marks Act, 1999. The details of the trademark registration are provided in the table below:

Trademark	Number	Date	Class	Status
ANTARA	2132864	20.04.2011	36	Registered
ANTARA	2132865	20.04.2011	37	Registered
ANTARA	2132866	20.04.2011	43	Registered
ANTARA	2132867	20.04.2011	44	Registered

6. It is averred that the Plaintiff has spent large sums of monies, to the tune of approximately Rs. 25 crores in the last 7 to 8 years on advertisement and promotion of the mark 'ANTARA' and the

goods and services provided under the said brand. This brand has come to be associated with the Plaintiff exclusively.

7. It is submitted that the Plaintiff has been very vigilant about protecting its brand and registered trademark and has been taking appropriate steps to protect its trademarks against various third parties, who have adopted similar names/marks for their services.
8. It is averred that the Defendant no. 1 is a partnership firm, having its registered office at T.P.S. No.-85, F.P. No.-50/A, Block No.-67/B/1, Shivant Antara, New Ring Road, Sarthana, Surat, Gujarat. Defendants No. 2 to 9 are partners at Defendant No. 1 and are responsible for running and management of its day-to-day affairs. The Defendants are Promoter of and are engaged in the development and construction of a real estate project in the name of "SHIVANT ANTARA" bearing RERA registration no. PR/GJ/SURAT/SURAT CITY/Surat Municipal Corporation /MAA13069/040324/311228, at Surat, Gujarat. The said project has been apparently launched during 2024 and is proposed by the Defendants to be delivered by 2028 (as per RERA registration certificate).
9. It is further averred that in December 2024, the Plaintiff got the information that the Defendants are advertising one of their real estate projects by the name of "SHIVANT ANTARA" situated at

Surat, Gujarat. Further perusal of the Defendants' advertisements revealed that they have been misusing the Plaintiffs registered trademark and trade name "ANTARA" as a pre-dominant part of their project name, without any sort of relationship or connection whatsoever with the Plaintiff. The Defendants have designed the logo for its project and portrayed the same in the following manner:

शिवांत ANTARA
2 & 3 BHK ICONIC FLATS & SHOPS

10. It is further submitted that the unauthorised and unlawful use of Plaintiff's registered trademark and brand name in the above-mentioned logo and project name is also quite evident from the official brochure of the Defendants pertaining to the project. In addition to the print and other media promotion, the Defendants also have listed their project under the name 'Shivant Antara' on real estate websites such as <https://www.squareyards.com/>, <https://houssed.com/>, <https://housing.com/>, <https://housivity.com/>, <https://www.proptiger.com/> etc., and on widely used social media platforms. These websites especially squareyards.com, housing.com, and housivity.com has millions of users across the country and such unauthorized usage is capable of causing deception amongst the general public.

11. The Defendants have also mischievously and with malafide intent obtained registration of their project under the Real Estate Regulation Act, 2016 (hereinafter PR/GJ/SURAT/SURAT RERA) with RERA registration CITY/ Surat no. Municipal Corporation/MAA13069/040324/311228 with the name of 'Shivant Antara' and the same is visible to all the potential customers and clients of the Plaintiff.
12. The name of Defendants' project bears a striking resemblance and is phonetically identical to Plaintiff's registered trademark and brand name 'ANTARA'. The use of the word 'ANTARA', which is similar to plaintiff's registered trademark, as the main and prominent name of Defendants' project is blatant and unauthorized. This deliberate act is causing significant confusion and deception among Plaintiff's customers and the general public, leading them to mistakenly believe that Defendants' company and/or project is affiliated with or endorsed by Plaintiff's brand. Such actions constitute a clear infringement of Plaintiff's trademark rights.
13. In such circumstances, the plaintiff was constrained to file the present suit and has prayed for following reliefs :

“A. An order of permanent injunction restraining the Defendants, their officers, assignees, affiliates, associates, representatives, partners, channel partners and agents from branding and/or selling, offering for sale, distributing,

advertising and dealing in the goods/services under the trade name 'ANTARA' or any other goods/services amounting to the infringement of the Plaintiff's trademark and labels of the Plaintiff's goods/services bearing the Plaintiff's mark and brand 'ANTARA'; and

B. An order of permanent injunction restraining the Defendants, their officers, assignees, affiliates, associates, representatives, servants, partners and agents from branding and/or selling, offering for sale, distributing, advertising and dealing in the goods/services under the trade name 'ANTARA' or any other goods/services amounting to passing off of the Defendant's goods/services as that of the Plaintiff's goods/services; and

C. An order directing the Defendants to take down all the references to their goods/services under the brand 'ANTARA' or any other goods/services bearing a name identical or similar to the Plaintiff's goods/services bearing the Plaintiff's mark 'ANTARA' from platforms (offline and online) owned, controlled and operated by the Defendants either directly or indirectly; and

D. An order of permanent injunction restraining the Defendants, their officers, assignees, affiliates, associates, representatives, servants, partners and agents from engaging in any act whatsoever that will result in the dilution and tarnishing of the Plaintiff's trademark 'ANTARA' and/or eroding its distinctiveness and peculiar trade dress;

E. An enquiry into the loss and damages suffered by the petitioners due to the fraudulent activity of the respondents and decree against the respondents for the sum due on such enquiry.

F. A decree for token damages to the tune of Rs. 25,00,000/- or in the alternative rendition of account of profit from all transactions concerning the offending activities set out in the plaint. The Plaintiff undertakes to pay the deficiency in Court Fee after an award for damages/accounts for profits is made in favour of the Plaintiff; and

G. An order declaring the Plaintiff's trademark 'ANTARA' well-known as per the provisions of the Trade Mark Act, 1999; and

H. Costs of the suit be awarded to the Plaintiff; and

I. Any other order(s) that in the fact and circumstances of the present case are deemed appropriate by this Hon'ble Court.”

14. After filing of the suit, summons for settlement of issues were issued against the defendants. The defendants were served electronically on 03.07.2025 and the e-mails vide which the defendants were sought to be served with summons for settlement of issues did not bounce back. Defendants were also served through Speed Post on 08.07.2025. Despite such service, no WS was filed by the defendants within the mandatory period of 120 days and, accordingly, the defence of the defendants stood struck off and they were proceeded against ex-parte vide Order dated 10.11.2025.

15. During the course of proceedings, an application u/O 6 rule 17 CPC was filed by the plaintiff, which was allowed vide Order dated 17.02.2026 and the prayer clause (B) in the plaint was deleted. Vide statement dated 01.07.2026, AR of the plaintiff stated on oath that the plaintiff does not press prayer clauses (C), (G) and alternative remedy of rendition of accounts mentioned in prayer clause (F) and presses prayer clauses (A), (C), (D), (E), (H), (I) and prayer clause (F) to be extent of damages only.
16. The plaintiff in support of its case examined Sh. Ankit Panwar, AR/Sr. Manager (Legal) of the plaintiff company as PW1. PW1 tendered his evidence by way of affidavit Ex.PW1/A and also lead additional evidence and relied upon the following documents:-

1.	Printout of digitally signed extract of Board Resolution dated 26.10.2023 in favour of PW1	Ex.PW1/1
2.	Copy of an article from Business Standard Evidencing Launch by Max India	Mark PW1/2
3.	Copy of Certificate of Registration of trademark no. 2132864 dated 20.04.2011 and issued on 17.09.2016	Mark X-1 (later exhibited as Ex.PW1/X1)
4.	Copies of Certificates of Registration of the plaintiff's trademark bearing nos. 2132865, 2132866 and 2132867 issued on 12.05.2016, 26.05.2016 and 12.05.2016	Ex.PW1/3 (colly) (OSR)

5.	Printout of Article printed in the Entrepreneur Magazine downloaded from the webpage www.entrepreneur.com	Ex.PW1/4
6.	Copy of digitally signed Order dated 25.04.2025 passed in CS (COMM) 2940/2024 titled as Antara Senior Living vs. Millennium Residency and Others passed by the Court of Sh. Raj Kumar Tripathi, Ld. DJ (Comm)-08, SED, Saket Courts, New Delhi.	Ex.PW1/5
7.	Printout of RERA Registration Certificate of the defendant dated 04.03.2024 downloaded from the website of Gujarat Real Estate Regulatory Authority (RERA)	Ex.PW1/6
8.	Printout of the Brochure of Shivant Antara of the defendant alongwith screenshot of the third party websites.	Ex.PW1/7
9.	Cease and Desist Notice dated 03.01.2025	Ex.PW1/8 (OSR)
10.	E-mails sent by plaintiff to the defendants dated 03.01.2025 and 21.01.2025 respectively	Ex.PW1/9 (Colly)
11.	E-mail sent by plaintiff to the defendants dated 27.01.2025 alongwith attachments	Ex.PW1/10
12.	E-mail dated 12.02.2025 alongwith attached legal notice dated 12.02.2025 sent to the defendants by the plaintiff	Ex.PW1/11
13.	Certificate u/s 63 of BSA Part A and Part B	Ex.PW1/12

14.	The original Speed Post envelope with Cease and Desist Notice	PW1/13 (Colly)
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17. I have heard detailed final arguments addressed by Ld. Counsel for plaintiff and have perused the record carefully.

18. Section 134(2) of the Trademarks Act, 1999 provides that a District Court having jurisdiction to try the suit for infringement of a registered Trademark or relating to any right in registered Trademark or for passing off shall include a District Court within the local limits of whose jurisdiction, at the time of the institution of the suit or other proceeding, the person instituting the suit or proceeding actually and voluntarily resides or carries on business or personally works for gain. It is the case of the plaintiff that it has its registered address and carries on its business at its office at Okhla, New Delhi which is within the territorial jurisdiction of this Court. The certificates of registration of Trademark in favour of the plaintiff (Ex.PW1/X1, Ex.PW1/3 (colly)) show that office of the plaintiff is situated at Max House, 1, Doctor Jha Marg, Okhla, Phase-III, New Delhi-20. Ex.PW1/7 is the brochure of defendants' SHIVANT ANTARA as well as screenshots of the web pages of housivity.com, houssed.com, squareyards.com on which the project SHIVANT ANTARA has been advertised and these web pages are interactive in nature and, therefore, can be accessed from anywhere

in India including Delhi. The present suit is therefore within the territorial jurisdiction of this Court.

19. As per the plaintiff, it came to know of the infringing activities carried out by the defendant on 23.12.2024. The plaintiff also issued a legal notice against the defendant with reference to the cease-and-desist notice dated 03.01.2025 vide email dated 12.02.2025 but to no avail. The present suit has been filed on 01.07.2025. The present suit is, therefore, within the period of limitation.
20. Ex.PW1/X1 dated 17.09.2016 and certificates of registration dated 12.05.1026, 28.05.2015 and 12.05.2016 (Ex.PW1/3 (colly)) show that plaintiff is the owner of the registered Trademark ANTARA vide Trademarks nos. 2132864 dated 20.04.2011 in Class 36 services, no. 2132865 dated 20.04.2011 in Class 37 services, no. 2132866 dated 20.04.2011 in Class 43 services and no. 2132867 dated 20.04.2011 in Class 44 services.
21. The registration certificate of the project of the defendants, namely SHIVANT ANTARA (Ex.PW1/6) shows that this real estate project was registered on 04.03.2024 and the registration is valid till 31.12.2028 unless renewed by RERA.
22. The plaintiff has proved that it is the registered owner of Trademark Antara and also the prior user. It has been specifically

averred in the plaint that in January, 2020, the plaintiff launched a project named 'Antara Noida Phase-I' consisting of more than 300 apartments. It is submitted that the apartments are sold out and now the project is nearing completion. The plaintiff is also in the process of devising a plan to launch a real estate housing society for seniors in all the major cities of the country. Copies of certain published articles have also been placed on record (Ex.PW1/4 and Mark PW1/2) to show that business of the plaintiff under the Trademark ANTARA in respect of creation of residential community, lifecare and health care as a whole is well established. It is also the plaintiff's case that it has spent approximately Rs. 25 Crores in the last 7 to 8 years on advertisement and promotion of its Trademark and the goods and services provided under this brand. The registration certificates show that plaintiff is the owner of the registered Trademark Antara in respect of real estate affairs, building construction and temporary accommodations apart from certain other services in class 36, 37, 43 and 44.

23. Defendant's trademark SHIVANT ANTARA is deceptively similar to plaintiff's registered trademarks Antara and is likely to create confusion in the mind of the consumer.

24. So far as prayer for damages is concerned, it has been held by Hon'ble High Court of Delhi in judgment dated 09.09.2016 in

CS (OS) 3295/2014 titled as *M/s Inter Ikea Systems BV & Anr. vs. Imtiaz Ahamed & Anr.* as follows:

“21. The court is mindful of the fact that in such a situation where the defendant chooses to stay away from the court proceedings, he should not be permitted to enjoy the benefits of such an evasion. Any view to the contrary would result in a situation where a compliant defendant who appears in court pursuant to summons being issued, participates in the proceedings and submits his account books, etc., for assessment of damages, would end up on a worse footing, vis-à-vis a defendant who chooses to conveniently stay away after being served with the summons in the suit. That was certainly not the intention of the Statute. Section 135 (1) of the Trademarks Act, 1999 provides that relief that may be granted in any suit for infringement of or for passing off includes injunction and at the option of the plaintiff, either damages or an account of profits. The plaintiffs in the present case have opted for claiming damages and have established beyond doubt that they have suffered damages on account of the conduct of the defendants which are a result of infringement of their trademark and copyright.”

25. Ld. Counsel for the plaintiff has relied upon the following judgments:

- (i). Judgment dated 23.08.2023 in CS (OS) (COMM) 106/2020 & IA 3361/2020 titled as Inter Ikea Systems BV vs. Harish Chaudhary & Anr.* wherein damages in sum of Rs. 35,00,000/- were granted in favour of the plaintiff;
- (ii). Judgment dated 30.04.2024 of Hon’ble High Court of Delhi in CS (OS) (COMM) 70/2023 & IA*

2515/2023 titled as KEI Industries Limited vs. Bharat Singh & Anr. wherein nominal damages in sum of Rs. 3,00,000/- were granted in favour of the plaintiff and against the defendant.

26. The defendants preferred not to contest the present suit and rebut the assertions of the plaintiff regarding infringement of its Trademark by the defendant and damages.
27. The record shows that the defendant registered its project with RERA under the infringing Trademark on 04.03.2024. In these facts and circumstances, it would serve the purpose of justice if damages in sum of Rs. 5,00,000/- are awarded to the plaintiff against the defendants.
28. So far as prayer clause (E) seeking an inquiry into the loss and damages suffered by the plaintiff due to the infringing activity of the defendants is concerned, the plaintiff had the opportunity to lead evidence showing profits earned by it in the business under the trademark ANTARA prior to infringement of its trademark by the defendant and loss suffered by it on account of such infringement. No such evidence was led. Court is, therefore, not inclined to direct any such inquiry. It is also noted that the plaintiff has not pressed

its prayer for rendition of account of profit from all transactions of the defendant concerning the infringed Trademark.

29. On the basis of the un rebutted and unchallenged testimony of the plaintiff, defendants, their officer, assignees, affiliates, representatives, partners, servants, channel partners and agents are permanently restrained from branding and/or selling, offering for sale, distributing, advertising and dealing in the goods/services under the tradename ANTARA or any other goods/services amounting to the infringement of plaintiff's trademark ANTARA. They are also restrained from engaging in any act whatsoever that will result in the dilution and tarnishing of the plaintiff's trademark ANTARA and/or eroding its distinctiveness and peculiar Trade dress. The defendants shall also take down all the references to their goods/services under the brand ANTARA or any other goods/services bearing a name identical or similar to plaintiff's goods/services bearing the plaintiff's mark ANTARA from all the platforms whether offline or online owned, controlled and operated by the defendants either directly or indirectly.

30. The defendants are also directed to pay nominal damages in sum of Rs. 5,00,000/- to the plaintiff within 30 days from today failing which interest @ 12% p.a. shall be charged on this amount till its realisation.

31. Costs of the suit are also awarded in favour of the plaintiff.
32. Decree sheet be drawn accordingly.
33. File be consigned to record room after due compliance.

PRONOUNCED IN OPEN COURT ON THIS 10th DAY OF JULY 2026.

(Vrinda Kumari)
District Judge (Commercial Courts)-03,
SED/Saket Courts/Delhi(bs)