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

\# **CNR No. DLHC010514352026**

\+ CS(COMM) 1160/2026

THE INDIAN HOTELS COMPANY LIMITED .....Plaintiff

Through: Ms. Shwetasree Majumder, Ms. Priya Adlakha, Ms. Urvi Nama and Ms. Harshali Chauhan, Advs.

versus

ROYALTAJ INDIA MEMBERSHIP AND ORS. .....Defendants

Through: Mr. Vishal Hablani, Adv. for D-2.
Mr. Ayush Gaur, SPC with Mr. Manish Rawat, GP, Ms. Ridhi Kapoor, Ms. Shivranjani, Mr. Varun Parashar, Ms. Sonal Arun and Mr. Mohit Bakoliya, Advs. for D-4 and D-5.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

O R D E R

% 28.10.2026

I.A. 29563/2026 (under Section 151 CPC seeking exemption from filing clear copies of documents)

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

I.A. 29560/2026 (under Section 12A of the Commercial Courts Act, 2015 read with Section 151 CPC seeking pre-litigation mediation)

3. This is an application filed by the plaintiff seeking exemption from instituting pre-institution mediation under Section 12A of the Commercial Courts Act, 2015.

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4. An urgent relief has been sought by the plaintiff in the present suit. After having examined the plaint and the documents filed along with the plaint, the Court is of the view that from the standpoint of plaintiff, the relief sought in the application under Order XXXIX Rules 1 and 2 CPC [I.A. 29559/2026] is plausibly urgent and genuinely contemplated, for the reasons recorded in detail while dealing with I.A. 29559/2026.

5. The application is, therefore, allowed and the plaintiff is exempted from pre-litigation mediation.

6. The application stands disposed of.

I.A. 29561/2026 (under Order XI Rule 1(4) (as applicable to commercial disputes) read with Section 151 CPC seeking leave to file additional documents)

7. The present application has been filed on behalf of the plaintiff seeking leave to place on record additional documents.

8. The plaintiff is permitted to file additional documents in accordance with the provisions of the Commercial Courts Act, 2015 and the Delhi High Court (Original Side) Rules, 2018.

9. The application is disposed of.

I.A. 29562/2026 (under Section 151 CPC seeking exemption from serving defendant no.1)

10. This is an application filed by the plaintiff seeking exemption from serving an advance copy of the suit paper-book upon the defendant no.1.

11. Since, in the present case, an urgent relief has been sought, therefore, the plaintiff is exempted from serving an advance notice to the defendant no.1.

12. The application is allowed and disposed of.

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13. The plaint be registered as suit.

14. Issue summons to the defendants by all permissible modes. Mr. Vishal Hablani, learned counsel appearing on behalf of defendant no.2 on advance service accepts summons. Likewise, Mr. Ayush Gaur, learned SPC appearing on behalf of defendant nos.4 and 5 on advance service accepts summons. They waive formal service of summons and state that copy of the plaint, I.A.s and documents have been received by them.

15. Ms. Shwetasree Majumder, learned counsel appearing on behalf of plaintiff submits that the defendant nos.2-5 may be exempted from filing their written statement. Ordered accordingly.

16. On plaintiff taking steps, issue summons to the unrepresented defendants by all permissible modes. The summons shall indicate that the written statement must be filed within thirty days from the date of receipt of summons.

17. The defendants shall also file an affidavit of admission/denial of the documents filed by the plaintiff, failing which the written statement shall not be taken on record.

18. The plaintiff is at liberty to file replication thereto within thirty days after filing of the written statement. The replication shall be accompanied by an affidavit of admission/denial in respect of the documents filed by the defendants, failing which the replication shall not be taken on record.

19. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

20. Any party seeking inspection of documents may do so in accordance

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with the Delhi High Court (Original Side) Rules, 2018.

21. List before the learned Joint Registrar for completion of service, pleadings, admission/denial of documents and marking of exhibits on 11.01.2027.

22. List before Court for framing of issues on a date to be assigned by the learned Joint Registrar.

I.A. 29559/2026 (under Order XXXIX Rules 1 and 2 read with Section 151 CPC seeking interim injunction)

23. This is an application filed under Order XXXIX Rules 1 & 2 CPC seeking *ex-parte ad interim* injunction.

24. The present suit has been filed for a decree of permanent injunction restraining the defendant no.1 from infringing the plaintiff's registered and well-known trademarks 'Taj', TAJ & 'Vivanta'; plaintiff's copyright in the original professional photographs of its TAJ and VIVANTA hotels and resorts and also restraining the defendant no.1 from an action of passing off of the plaintiff's goods and services.

25. The case set out in the plaint is that the plaintiff is a public limited company incorporated in India in the year 1902 and is part of India's biggest conglomerate, i.e. the 'Tata Group of Companies', which is well-known in the Indian hospitality sector.

26. Ms. Shwetasree Majumder, learned counsel appearing on behalf of the plaintiff submits that plaintiff manages a huge range luxury hotels, resorts, jungle safaris, palaces, spas, homestays, luxury restaurants, etc. and its portfolio extends to 645 hotels, including 263 hotels in the pipeline, globally across 4 continents, 15 countries and over 300 locations.

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27. She submits that the plaintiff is a registered proprietor of the trademarks 'TAJ' and 'VIVANTA' in various classes, namely 35, 42 and 43, as detailed in paragraph 22 of the plaint, which is set out hereinbelow for ready reference: -

S. No.	Trademark	Registration No.	Date of application	Class
1.	TAJ	1237150	16.09.2003 (User claim: 01.01.2002)	35
2.	TAJ	1237152	16.09.2003 (User claim: ITU)	35
3.	TAJ	1237153	16.09.2003 (User claim: 01.01.2002)	42
4.	TAJ Luxury Hotels	1238110	18.09.2003 (User claim: ITU)	35
5.	TAJ-VIEW HOTEL	1240028	26.09.2003 (User claim: ITU)	35
6.	TAJ-VIEW HOTEL	1240029	26.09.2003 (User claim: ITU)	42
7.	TAJ	2387585	30.08.2012 (User claim: 31.12.1902)	43
8.	TAJ	3393814	21.10.2016 (User claim: 31.12.1902)	43
9.	VIVANTA	1715100	28.07.2008 (User claim: ITU)	42

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S. No.	Trademark	Registration No.	Date of application	Class
10.	VIVANTA BY TAJ	1715101	28.07.2008 (User claim: ITU)	42
11.	VIVANTA	3849550	01.06.2018 (User claim: ITU)	43
12.	VIVANTA	3858431	13.06.2018 (User claim: ITU)	43

28. She further submits that the plaintiff's trademarks 'TAJ' and TAJ have been declared as well-known by this Court within the meaning of Section 2(l)(zg) of the Trade Marks Act, 1999 [hereinafter referred to as 'the Act'] *vide* order dated 11.03.2025 in CS(COMM) 717/2023 titled ***The Indian Hotels Company Limited v. Gaurav Roy Bhatt & Anr.*** Likewise, the plaintiff's trademark 'VIVANTA' has also been declared as a well-known trademark by this Court *vide* order dated 26.09.2022 in CS(COMM) 560/2022 titled ***The Indian Hotels Company Limited v. Grand Vivanta Vacations Private Limited.***

29. It is stated that the plaintiff has demonstrated exceptional financial performance over the years and has incurred substantial expenditure on the advertisement and promotion of its brands. The revenue generated by the plaintiff and the expenses incurred on advertisements over the last five financial years, as delineated in para 21 of the plaint is set out hereunder:

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S. No.	Financial Year	Consolidated Revenue (in Crores)	Advertisement and Promotional Expenses (in Crores)
1.	FY 2025-26	9,971	124
2.	FY 2024-25	8,565	132
3.	FY 2023-24	6,952	129
4.	FY 2022-23	5,949	98
5.	FY 2021-22	3,211	61

30. It is contended that the plaintiff has a parent website i.e. "www.ihcltata.com" which has been in operation since 2019. The said website provides exhaustive information about the plaintiff, its development programs, visions, and information about its several hotels/ bungalows/ villas covered under its umbrella. The parent website redirects the user to the brand's dedicated websites such as "www.tajhotels.com" for TAJ chain of hotels (operating since 28th March, 1996) and "www.vivantahotels.com" for VIVANTA chain of hotels (operating since June 2018), to provide a better brand experience, information and direct reservations.

31. Ms. Majumder submits that the websites of the plaintiff feature original photographs of the plaintiff's TAJ and VIVANTA chain of hotels, which constitute as original artistic works under Section 2(c) of the Copyright Act, 1957. She Submits that the plaintiff is the first owner of the copyright in the said works under Section 17(b) of the Copyright Act, 1957, and is entitled to protection. The said photographs have been continuously used on the plaintiff's websites, and no claim in respect thereof has at any time been raised by any third party.

32. She further submits that the plaintiff, through its official websites,

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offers membership and loyalty programs to its customers. Various memberships offered by the plaintiff, as delineated in para 17 of the plaint, is set out hereinbelow for ready reference: -

> ● *'The Chambers', a members' club offering curated networking, business and hospitality privileges to distinguished members;*
> ● *'Taj Innercircle' is IHCL's loyalty program under which members earn and redeem points. IHCL is a participant of Tata New -a coalition group loyalty program known as Taj Innercircle-NeuPass.*
> ● *'Epicure', a membership offering privileged access to stays, dining and wellness experiences across Plaintiffs hotel properties.*
>
> ● *'HSBC Taj Credit Card' #therarestkey, this credit card extends additional privileges to HSBC Taj Credit Card holders on stays, dining and room upgrades.*
>
> ● *'IHCL Business Connect', a partnership programme extending privileges to business travellers, corporate bookers and travel agents, including savings on room rates, preferential rates for meetings, conferences and events, and special savings on orders placed through 'Qmin', the Plaintiffs in-room dining and food delivery service.*

33. It stated that none of the membership programmes is offered, sold or marketed by or through any third party. Each of them is only available directly through the plaintiff's official websites and its own hotels, and no third party has ever been appointed or permitted to sell or solicit memberships of the plaintiff's hotels.

34. It is contended that owing to the long and extensive use of the trademark 'TAJ', 

and 'VIVANTA', the said trademarks have

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acquired much goodwill and reputation, and are solely associated with the plaintiff, in connection with its hospitality business and services. The use of the marks 'TAJ' and 'VIVANTA' by any third party as part of its tradename, trademark, domain name, in the hospitality industry is bound to cause confusion and deception among the general public and trade and shall be detrimental to plaintiff's business, goodwill and reputation.

35. Ms. Majumder submits on 28.08.2026, one of the plaintiff's officials Ms. Viola D'Costa received a call from one Mr. Sahil, who informed that he had received a call from the mobile number +91 9958683612, offering him a TAJ membership. The caller offered a five-year membership comprising 30 nights of stay, i.e., approximately 6/7 nights per year, for a membership fee of INR 90,000/- plus 18% GST.

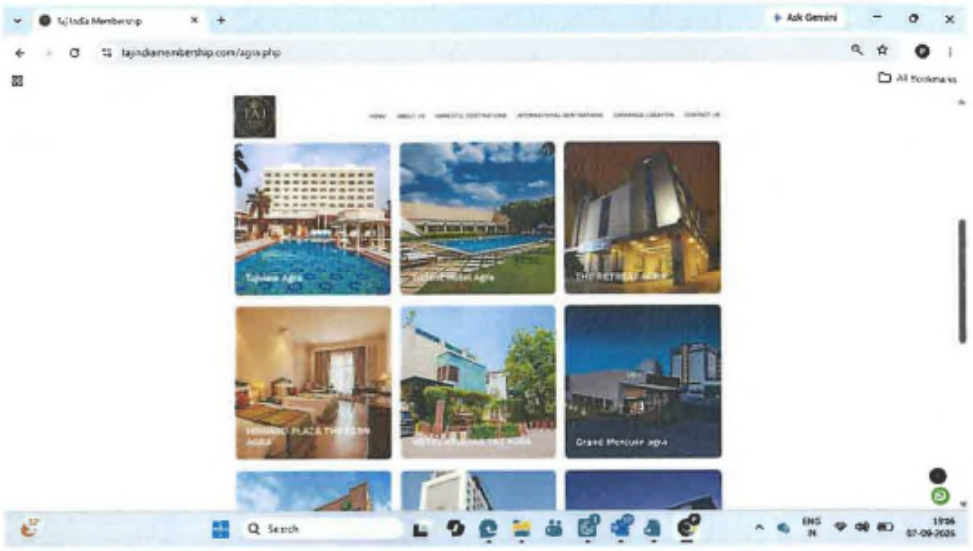
36. She submits that since the plaintiff has not authorized any third party to offer its membership, it promptly initiated an investigation. The investigation revealed that the website https://www.tajindiamembership.com/ [hereinafter referred to as "impugned website"] which belongs to defendant no.1, whose domain name was registered with defendant no. 2, GoDaddy LLC, who is a Domain Name Registrar, on 16 July 2026 for a one-year period, offers memberships for various four-star and five-star luxury hotels in India and abroad, including the plaintiff's TAJ and VIVANTA hotel properties. The WHOIS details for the domain name are masked through a privacy protection service; accordingly, the plaintiff is presently unaware of the registrant's identity.

37. She further submits that the defendant no.1's impugned website does not disclose the name of any entity or its postal address and only provides an email address, info@tajindiamembership.com, a mobile number +91

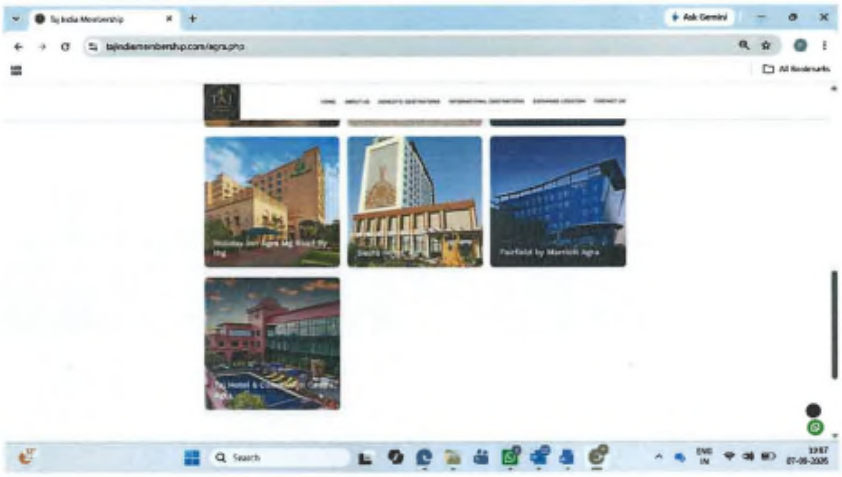
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9958683612 for call and chat on WhatsApp and “Janakpuri” in its address. Screenshots of the impugned website of defendant no.1 as delineated in paragraph 28 of the plaint are reproduced hereinbelow for ready reference: -





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38. It is stated that impugned website prominently displays original professional photographs of TAJ and VIVANTA hotel properties, which are copied from the plaintiff's website. A comparison of the photographs of the plaintiff's hotel properties with those available on defendant no.1's impugned website is delineated in paragraph 30 of the plaint by way of a tabulated chart. The same is reproduced below, for ready reference: -

Hotel	Plaintiff's Official Photographs	Photos on impugned website
Taj Hotel & Convention Centre, Agra		
Vivanta, Chennai		
Vivanta, Hyderabad		

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39. It is contended that the investigator contacted the mobile number +91 9958683612, available on the impugned website. During the call, a female executive stated that 'ROYALTAJ INDIA MEMBERSHIP' offered memberships for various luxury four-star and five-star hotels and resorts, including Taj, Novotel and Radisson. She offered a three-year membership for INR 50,000 plus 18% GST, entitling the customer and a family comprising two adults and two children to an 18-night stay at any listed hotel property, with complimentary breakfast and dinner. The investigator was further informed that, upon payment of the membership fee, 'ROYALTAJ INDIA MEMBERSHIP' would execute a legally binding agreement with the customer before issuing the membership card.

40. It is further contended that defendant no. 1 shared the draft agreement, sample membership card, a proforma invoice dated 1st September 2026 and banking details for payment, with the investigator from the email ID info@tajindiamembership.com. Reproduced below are the bank details as delineated in paragraph 35 of the plaint: -

Account Name: ROYALTAJ INDIA MEMBERSHIP
Account No.: 8054348567
Bank: Kotak Mahindra Bank
IFSC: KKBK0004578
Branch: Delhi – Janakpuri – Block B

41. It is also stated that upon further examination, it was noticed that in the draft agreement and the sample membership card name, the issuing entity was mentioned as "TAJ INDIA MEMBERSHIP", and the sample membership card carries no postal address, but the draft agreement carried an address, namely, "Office No. 610, Janakpuri West, District Center, New Delhi, 110058", whereas the proforma invoice, issued in respect of the very same

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transaction, names a different entity altogether i.e., ROYALTAJ INDIA MEMBERSHIP with Goods and Services Tax Identification Number (GSTIN) 07EAQPK4805P3ZX. The investigator conducted an online search for the said entities TAJ INDIA MEMBERSHIP and ROYALTAJ INDIA MEMBERSHIP, however, it did not return any results, except for the impugned website.

42. It is also submitted that upon verification of the said GSTIN from online records, the plaintiff found that the GST registration has been issued by the State of Delhi in the trade name 'ROYALTAJ INDIA MEMBERSHIP' at the address "TC Jain Tower II D, S. No. 610, P-No- 6, Center Janakpuri, New Delhi-110058, however, its status was reflected as "Suspended". Further on 11th September 2026, the plaintiff sent the investigator to the address of defendant no. 1, as mentioned on the GST registration to make enquiries about the entity 'ROYALTAJ INDIA MEMBERSHIP', however, no such entity was found operating from the said premises.

43. It is contended that defendant no.1 has also contacted the plaintiff's investigator several times on WhatsApp from another mobile no. +91 8076918508 to take a follow up on payment status and to seek the investigator's Aadhaar card for further process.

44. It is stated that the discrepancy in the trade names of the entity, coupled with the fact that their postal address is fake, there is no information about the said entities available on the internet, and that a suspended GSTIN has been used to issue taxed invoices, proves that the plaintiffs apprehension that the defendant no. 1 is engaging in fraudulent activities and is using fabricated documents to perpetrate a monetary scam misusing the plaintiff's trademarks

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to get unjust enrichment and wrongful gains, by causing wrongful loss to the general public as well as the plaintiff.

45. It is contended that defendant no. 3/Kotak Mahindra Bank, is where defendant no.1 operates a bank account and is illegally accepting money from unwary customers, under the guise of providing membership of plaintiff's hotel properties. Further, defendant no. 4 and defendant no. 5 are Ministry of Electronics and Information Technology (MeitY) and the Department of Telecommunications (DoT), which have been impleaded as intermediaries for the effective implementation of this Court's orders. Likewise, defendant no. 6 and defendant no.7 are ISPs and TSPs, which have been impleaded as intermediaries for the effective implementation of this Court's orders.

46. Defendant No. 8/WhatsApp LLC, has similarly been impleaded for directions to permanently block the WhatsApp accounts linked to the number which was mentioned on defendant no.1's website. Further defendant No. 9, HostPapa Inc. is the website and email hosting provider of defendant No. 1's impugned website www.tajindimembership.com and info@tajindiamembership.com, impleaded for directions to permanently block/disable the impugned website and email addresses of defendant no. 1 and disclose the user's KYC/BSI Information.

47. Mr. Vishal Hablani, learned counsel appearing on behalf of the defendant no.2/GoDaddy LLC submits that the domain name with regard to which prayer has been made for locking, suspending and disabling the same cannot be done indefinitely by the defendant no.2 inasmuch as the registration of the said domain name is valid till 16.07.2027. He however submits that till the said date, the defendant no.2 will abide by the directions of this Court.

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48. Having considered the submissions of the learned counsel for the plaintiff and having perused the averments in the plaint and documents annexed thereto, this court is *prima facie* satisfied that the defendant no. 1, by making unauthorized use of the plaintiff's trademarks and copyrighted works has infringed the plaintiff's Intellectual property, and their continued presence would cause prejudice and harm the business of the plaintiff, and mislead customers who are oblivious of the fact that no third party is authorized to solicit memberships of the plaintiffs hotels. Further, it is evident that the defendant no. 1 is trying to create an impression that it's website is associated to that of the plaintiff.

49. This Court is therefore satisfied that the balance of convenience is in favour of the plaintiff and irreparable loss would be caused if an *ex parte ad interim* injunction is not granted.

50. Accordingly, till the next date of hearing, the following directions are passed:

(a) Defendant no. 1, its employees, servants, agents, representatives, and all other persons/entities in active-concert or participation with them are restrained from infringing the plaintiff's registered trademarks i.e. 'TAJ', 

and 'VIVANTA' and/or their variations, in any manner including as part of its tradename, trademark, domain name and website.

(b) Defendant no. 1, its employees, servants, agents, representatives, and all other persons/entities in active-concert or participation with them are restrained from infringing the plaintiff's registered

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trademarks i.e. ‘TAJ’,  and ‘VIVANTA’ and/or their variations, in any manner including impersonating the business of the plaintiff by operating websites and issuing memberships, by using plaintiff’s original professional photographs of TAJ and VIVANTA hotel properties.

(c) Defendant no. 1, its employees, servants, agents, representatives, and all other persons/entities in active-concert or participation with them are restrained from infringing the plaintiff’s copyright in original professional photographs of its TAJ and VIVANTA hotel properties, by reproducing, publishing the same in any manner.

(d) The defendant no. 2/GoDaddy LLC which is the Domain name registrar (DNR) of the impugned website of defendant no1. and defendant no. 9/HostPapa Inc, which is the Website and Email hosting provider for the impugned website i.e. https://www.tajindiamembership.com/ and the mail id - info@tajindiamembership.com are directed to lock, suspend and disable the domain name and the hosting of the website and email id of the defendant no.1 within 72 hrs of being communicated a copy of this order by the plaintiff as well as disclose the complete details and file the complete KYC documents and BSI (Basic Subscriber information) of the registrant of the domain name tajindiamembership.com.

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Defendant no. 2 and Defendant no. 9 will file an affidavit of compliance within two (2) weeks thereafter.

(e) The defendant no. 3/Kotak Mahindra Bank is directed to freeze the bank account No. 8054348567, having IFSC KKBK0004578, operated by defendant no. 1, within 36 hrs of being communicated a copy of this order by the plaintiff and disclose the KYC details as well as the bank statements of the owners/beneficiaries of the bank accounts of defendant no. 1. Defendant no.3 will file an affidavit of compliance within two (2) weeks.

(f) The defendant no 4/Ministry of Electronics and Information Technology and defendant no. 5/Department of Telecommunications, are directed to issue notifications/directions to defendant Nos. 2, 6, 7 and 8 to ensure compliance of the orders passed by this Court.

(g) The defendant Nos. 6/Bharti Airtel Limited and defendant no. 7 /Reliance Jio Infocomm Limited are directed to block the impugned mobile numbers +91 9958683612 and +91 8076918508, respectively, used in connection with the fraudulent activities of defendant. no. 1 within 72 hrs of being communicated a copy of this order by the plaintiff and disclose KYC documents and subscribers' details of the owner of the said numbers. Defendant no.6 and Defendant no.7 will file an affidavit of compliance within two (2) weeks.

(h) The defendant no. 8/WhatsApp LLC is directed to block and suspend the WhatsApp accounts linked to mobile numbers +91

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9958683612 and +91 8076918508 within 72 hrs of being communicated a copy of this order by the plaintiff. Defendant no.8 shall also disclose the BSI (Basic Subscriber Information) with respect to abovementioned mobile numbers. Defendant no.8 will file an affidavit of compliance within two (2) weeks.

51. Issue notice.

52. Mr. Vishal Hablani, learned counsel appearing on behalf of defendant no.2 accepts notice. Likewise, Mr. Ayush Gaur, learned SPC appearing on behalf of defendant nos.4 and 5 accepts notice.

53. On plaintiff taking steps, issue notice to the unrepresented defendants by all permissible modes.

54. The defendants may file a reply to the application within a period of four weeks. Rejoinder thereto, if any, be filed before the next date.

55. List before the learned Joint Registrar for completion of service and pleadings on 11.01.2027.

56. Provisions of Order XXXIX Rule 3 CPC be complied with *qua* the unrepresented defendants within a period of two weeks from today and affidavit of compliance be filed within a period of one week thereafter.

57. List before Court on 12.02.2027.

VIKAS MAHAJAN, J

OCTOBER 28, 2026
*nsa/ss/*AA

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