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

+ **CS(COMM) 504/2026 & I.A. 13343/2026**

**ANTARA SENIOR LIVING LIMITED**

.....Plaintiff

Through: Ms. Ritwika Nanda and Ms. Petal Chandhok, Advocates.

versus

**HORIZON PROMOTERS INDIA LTD**

.....Defendant

Through: Ms. Nancy Roy, Mr. Aman Raj Gandhi, Ms. Shoma Maitra, Ms. Ojasvi Sharma, Mr. Dahiryah Shroff, Mr. Suhas Kudu and Ms. Nida Khanam, Advocates along with Mr. Jay Bheda, AR.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

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**19.05.2026**

1. This suit is instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendant and all others acting on its behalf from marketing, branding, selling, offering for sale online and offline, distributing, advertising, promoting, displaying, dealing in and /or using in any manner whatsoever, goods/services under the trade name/trademark ANTARA and/or HORIZON ANTARA, or any other trade name/trademark identical/deceptively similar to ANTARA, amounting to infringement of Plaintiff's trademark ANTARA.

2. On 15.05.2026, Ms. Nancy Roy, learned counsel for the Defendant had stated, on instructions, that Defendant has decided to discontinue the use of impugned mark ANTARA. The matter was, however, deferred on joint request of the parties to work out other modalities so that the disputes could



be settled in entirety.

3. Court is informed today that parties have amicably resolved the disputes and terms of settlement have been worked out, which include some undertakings on behalf of the Defendant. The terms of settlement are as follows:-

*“Without prejudice to the rights and contentions of the parties, with a view to bring a quietus to the present matter,*

*1. The Defendant agrees to cease all use and promotion of the name/mark "ANTARA" , with effect from today. For the avoidance of doubt:*

*a) The Defendant shall not use "ANTARA" in any new advertisement, marketing material, hoarding, banner, social media post, portal listing, or brochure from today.*

*b) The Defendant's right to complete ongoing construction of the Project under its existing MahaRERA registration shall not be affected or curtailed in any manner whatsoever and the Defendant shall be entitled to continue all construction activities without interruption.*

*c) Existing allotment agreements, sale agreements, and booking arrangements entered into by the Defendant with allottees prior to today shall remain valid and unaffected.*

*2. The Defendant undertakes to take down within 72 (Seventy-Two) hours all new and existing publicly accessible marketing material bearing the names "ANTARA" including hoardings, banners, website pages, social media accounts belonging to the Defendant. The Defendant shall, within 15 (Fifteen) days, inform third party platforms viz. 99acres, MagicBricks, Housing.com, NoBroker, in writing and make further reasonable efforts to ensure takedown from these third-party platforms the above material relating to 'HORIZON ANTARA'. However, it is clearly understood by the parties that the Defendant has no control over these listings and accordingly its inability to remove the material bearing the mark "ANTARA" from third party platforms shall not constitute a breach of any undertaking given by the Defendant.*

*3. The Defendant shall ensure that the new name it chooses For the Project in question should not be identical or deceptively similar to the mark "ANTARA" in any manner.*

*4. The Defendant undertakes that within 15 (fifteen) days from today,*



*the Defendant shall make an application before MahaRERA seeking change of its Project name. The Defendant undertakes to diligently pursue this application, and the Plaintiff understands that the timeline for approval of the change in name by MahaRERA is uncertain at this point in time. Upon making such application, the Defendant shall promptly inform the Plaintiff thereof.*

*5. The Defendant agrees that it shall not enter into fresh sale agreements for new allotments under the name "ANTARA". The Defendant may, however, continue to interact with and process inquiries from prospective buyers and may enter into sale agreements under the New Name. Existing allotments and bookings are unaffected by this clause. In the event that the Defendant does not receive the name change approval from MahaRERA within 90 days from the date of application, the parties will amicably discuss and endeavor to arrive at a solution.*

*6. The Defendant undertakes not to use the word/mark "ANTARA" or any deceptively similar / identical mark for any future real estate project or undertaking, in any form or style, after this date.*

*7. The Parties agree that each Party shall bear its own costs of the Suit, including advocate fees and court fees, and no order as to costs shall be sought by either Party. The Plaintiff may seek refund of its court fees under the Court Fees Act, 1870, and the Defendant shall have no objection to the same.*

*8. The Parties undertake not to make any public statement, press release, or communication that disparages, demeans, or adversely comments on the other Party's business, goodwill, or reputation in connection with or arising from the disputes settled hereunder.*

*9. In the event of any alleged breach of the above undertakings, the party alleging such breach shall issue a written notice specifying the alleged breach and grant the opposite party a 10 (ten) day cure period to remedy the same before taking any further legal action. In the event of the alleged breach not being cured within the said period, the opposite party shall be entitled to initiate appropriate proceedings claiming all reliefs available to them under law.*

*10. In view of the above undertakings and assurances, the Parties acknowledge that they shall not raise any claims, demands, and allegations arising out of or in connection with C.S. (Comm.) No. 504 of 2026.*

*11. The suit bearing C.S. (Comm.) No. 504 of 2026 may be decreed in terms hereof.*

*12. The Parties confirm that they shall remain bound by the above*



*undertakings and the said undertakings shall be binding upon and enure for the benefit of the respective heirs, legal representatives, executors, administrators, successors, and permitted assigns of the Parties.”*

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in terms of the settlement, which shall form part of the decree and bind the parties thereto.
5. Registry is directed to draw up the decree sheet.
6. Suit stands disposed of along with pending application.
7. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.
8. An affidavit of undertaking in terms of the settlement shall be filed by the Defendant within four weeks from today.

**JYOTI SINGH, J**

**MAY 19, 2026/YA**