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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 995/2025**
SELECT CITYWALK RETAIL PRIVATE LIMITED
& ANR.Plaintiffs

Through: Mr. Chander M. Lall, Senior
Advocate with Mr. Kapil Midha, Ms.
Annanya Mehan, Ms. Muskaan Garg
and Mr. Garv Singh, Advocates.

versus

VARDHMAN AMRANTE PRIVATE LIMITEDDefendant
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
18.09.2025

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I.A. 23257/2025 (Exemption)

1. Exemption is allowed, subject to all just exceptions.
2. The Application stands disposed of.

I.A. No. 23258/2025 (Exemption from pre-institution Mediation)

3. This is an Application filed by the Plaintiffs seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015.
4. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Krithi*, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.



5. The Application stands disposed of.

I.A. No. 23259/2025 (Exemption from advance service to the Defendant)

6. This is an Application filed by the Plaintiffs under Section 151 of the Code of Civil Procedure, 1908 (“CPC”), seeking exemption from advance service to the Defendant.

7. Mr. Chander M. Lall, learned Senior Counsel for the Plaintiffs, submitted that there is a real and imminent likelihood that the Defendant may take immediate steps to dispose of, conceal or suppress its infringing business operations and digital footprints bearing the deceptively similar Trade Mark.

8. In view of the fact that the Plaintiffs have sought an urgent *ex-parte ad-interim* injunction, the exemption from advance service to the Defendant is granted.

9. The Application is disposed of.

CS (COMM) 995/2025

10. Let the Plaint be registered as a Suit.

11. Issue Summons. Let the Summons be served to the Defendant through all permissible modes upon filing of the Process Fee.

12. The Summons shall state that the Written Statement shall be filed by the Defendant within 30 days from the date of the receipt of Summons. Along with the Written Statement, the Defendant shall also file an Affidavit of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement shall not be taken on record.

13. Liberty is granted to the Plaintiffs to file Replication(s), if any, within



30 days from the receipt of the Written Statement. Along with the Replication(s) filed by the Plaintiffs, Affidavit(s) of Admission / Denial of the documents of Defendant be filed by the Plaintiffs, without which the Replication(s) shall not be taken on record.

14. In case any Party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

15. If any of the Parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

16. List before the learned Joint Registrar on 18.11.2025 for completion of service and pleadings.

I.A. No. 23256/2025 (U/O XXXIX Rule 1 & 2 of CPC)

17. Issue Notice. Notice be served through all permissible modes upon filing of the Process Fees.

18. The present suit has been filed for permanent injunction restraining infringement of the registered Trade Marks ‘CITYWALK’, ‘SELECT



CITYWALK’ and (“Plaintiffs’ Marks”), passing off, dilution, unfair competition for rendition of accounts / damages, delivery up, etc.

19. The learned Senior Counsel for the Plaintiffs has made the following submissions before this Court:

19.1. The Plaintiffs are engaged in diversified business areas, *inter-alia*, into the business of developers of commercial space, organizing

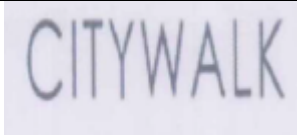


events and exhibitions for commercial and advertising purposes, advertising, food courts, organizing of activities for entertainment and cultural purposes, real estate, travel & tourism industry. Plaintiff No. 1 is the owner and proprietor of the Mark 'CITYWALK' and has exclusive rights over the same. Vide an Assignment deed dated 15.07.2022, Plaintiff No. 1 has acquired all rights, title, and interests in the Mark 'CITYWALK', and in its different forms and variants including the goodwill of the business in which the Mark 'CITYWALK' was used, and Plaintiff No. 1 has become the owner of the Mark 'CITYWALK'. The use of the Mark 'CITYWALK' by Plaintiff No. 2, prior to the said assignment deed as proprietor thereof, and goodwill generated by such use, inures to the benefit of Plaintiff No. 1. Plaintiff No. 1 has licensed back the Mark 'CITYWALK' and its different fonts or variants to Plaintiff No. 2 on perpetuity basis through a licensing back agreement dated 16.07.2022.

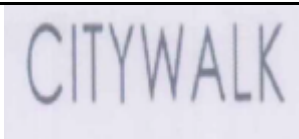
19.2. The Mark 'CITYWALK' is a unique Mark, adopted by M/s Select Infrastructure Limited in the year 2004. M/s Select Infrastructure Limited was converted into a Private Limited Company namely, M/s Select Infrastructure Private Limited, i.e., Plaintiff No.2 in the year 2004. Since then, Plaintiff No.2 has extensively and continuously used the Mark 'CITYWALK'.

19.3. Plaintiff No. 1 is the proprietor of the Plaintiffs' Marks and various other formative 'CITYWALK' Marks. The details of the registrations of the Plaintiffs' Marks and other formative 'CITYWALK' Marks is reproduced hereunder:



S. NO.	TRADEMARK	APPLICATION NO.	CLASS	STATUS
1		1296536	37	Registered
2	CITYWALK	2149378	37	Registered
3		1445911	37	Registered
4	Select CITYWALK	2149384	37	Registered
5	CITY WALKER	2149390	37	Registered
6	SELECT CITYWALKER	2149396	37	Registered
7	CITY WALKER	2149389	36	Registered
8		2865367	36	Registered
9	SELECT CITYWALK	3530108	9, 18, 19 & 25	Registered
10		1296535	42	Registered



				
11	CITYWALK	2315385	16	Registered
12	CITYWALK	3553829	14	Registered
13	CITYWALK	3553830	20	Registered
14		1445914	42	Registered
15		1746893	35	Registered
16	Select CITYWALK	2149387	43	Registered
17	Select CITYWALK	2315386	16	Registered
18	SELECT CITYWALK	3554108	20	Registered
19	SELECT CITYWALK	3554110	28, 29, 30, 32, 45	Registered
20	Select CITYWALK	2149382	35	Registered
21	Select CITYWALK	2149386	41	Registered

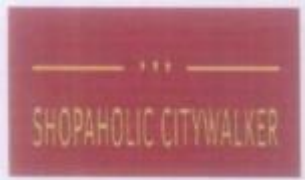


22	SELECT CITYWALK	3554107	14	Registered
23	CITY WALKER	2149391	39	Registered
24	CITY WALKER	2149388	35	Registered
25	CITYWALKER	3554073	14, 20, 21, 28, 29, 30, 32, 45	Registered
26	CITY WALKER	2149392	41	Registered
27	CITY WALKER	2149393	43	Registered
28	CITY WALKER	2315382	16	Registered
29	CITYWALKER	3530109	9, 18, 19 & 25	Registered
30	SELECT CITYWALKER	2149394	35	Registered
31	SELECT CITYWALKER	2149397	39	Registered
32	SELECT CITYWALKER	2149398	41	Registered
33	SELECT CITYWALKER	3554074	14, 20, 21, 28, 29, 30, 32, 45	Registered
34	SELECT CITYWALKER	2149399	43	Registered
35	SELECT	2315383	16	Registered



	CITYWALKER			
36		2865366	35	Registered
37		2865370	41	Registered
38		2865371	43	Registered
39		1725303	35	Registered
40	PERFUME COUTURE @ SELECT CITYWALK	2149404	35	Registered
41	Styling Services @	2149405	42	Registered



	SELECT CITYWALK			
42		2990532	35	Registered
43	PERSONAL SHOPPING @ SELECT CITYWALK	2149400	35	Registered
44	PERSONAL SHOPPING @ SELECT CITYWALK	2149401	39	Registered
45	PERSONAL SHOPPING @ SELECT CITYWALK	2149402	41	Registered
46	PERSONAL SHOPPING @ SELECT CITYWALK	2149403	43	Registered
47	PERSONAL SHOPPING @ SELECT CITYWALK	2315384	16	Registered
48	REBORN AT SELECT CITYWALK	4074311	35 & 41	Registered
49	REBORN AT SELECT CITYWALK	4074312	9, 16, 25 & 43	Registered



50	ANYQUE BY CITYWALK	3864103	9, 14, 16, 18, 25 & 35	Registered
51	ANYQUE BY SELECT CITYWALK	3864104	9, 14, 16, 18, 25 & 35	Registered
52	SELECT CITYWALKER	3530110	9, 18, 19 & 25	Registered
53	Select Citywalk Oktoberfest	1746893	35	Registered
54	Select Citywalk	3554109	21	Registered

19.4. The Plaintiffs have obtained the registration of their domain name, www.selectcitywalk.com, in the year 2004, which is a fully operational website and provides extensive information about the Plaintiffs' business. The Plaintiffs have expended huge sums of money in building up the reputation and consumer frenzy for the 'CITYWALK' brand.

19.5. The Plaintiffs have been spending a considerable sum of money on advertisement of its shopping cum commercial complex under the name nexus and style of the Plaintiffs' Marks. The Plaintiffs have spent huge amount of time, effort, and money in popularizing its Trade Marks in relation to its services. The Plaintiffs incur a significant amount of expenditure in advertising and otherwise, promoting its services offered in India. It is due to the incessant



endeavours of the Plaintiffs' Marks have also been beneficiary of unsolicited media attention. The details of the approximate year-wise expenses incurred by the Plaintiffs on advertising and otherwise promoting its products and services under the Plaintiffs' Marks are given hereunder:

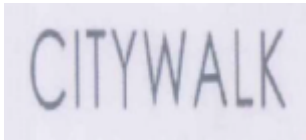
YEAR	ADVERTISING & BUSINESS PROMOTION EXPENSES (INR)
2007-2008	2,87,22,061/-
2008-2009	2,96,80,616/-
2009-2010	2,99,66,914/-
2010-2011	3,59,86,376/-
2011-2012	4,90,38,461/-
2012-2013	5,83,75,617/-
2013-2014	8,13,41,296/-
2014-2015	8,29,37,265/-
2015-2016	8,78,77,861/-
2016-2017	9,77,99,279/-
2017-2018	9,15,52,397/-
2018-2019	11,69,20,318/-
2019-2020	14,57,15,143/-
2020-2021	6,73,51,517/-
2021-2022	7,53,93,282/-
2022-2023	8,41,30,000/-
2023-2024	9,46,30,113/-
2024-2025	7,87,33,508/-



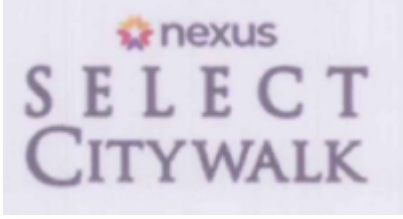
19.6. The Defendant has adopted and is marketing and promoting its services under identical Marks ‘VARDHAMAN CITYWALK’ and



(“**Impugned Marks**”) for providing identical services, i.e., real estate development which includes commercial spaces, themed landscapes & outdoor zones, and other entertainment activities therein etc., merely with an intent to deceive the public at large, and to ride upon the enormous reputation and goodwill earned by the Plaintiffs over the years. A comparison of the Plaintiffs’ Marks and the Impugned Marks is reproduced hereunder:

Plaintiffs’ Trade Mark	Defendant’s Mark
CITYWALK  	VARDHMAN CITYWALK 



	
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19.7. The Defendant has on 22.05.2024, applied on a proposed to be used basis, for the Trade Mark Application No. 6444384 in Class 36 for the



registration of the Device Mark ‘’/ ‘VARDHAMAN CITYWALK’ and Application No. 6444385 in Class 37 for the



registration of the Device Mark ‘’/ ‘VARDHAMAN CITYWALK’ (“**Defendant’s Trade Mark Applications**”).

19.8. The Defendant’s Trade Mark Applications have been objected to by the Trade Marks Registry through the Examination Reports dated 13.03.2025. In the First Examination Report of the Trade Mark Application No. 6444384 dated 13.03.2025, the Plaintiffs’ Mark ‘CITYWALK’ under Trade Mark Application No. 2149377 dated 25.05.2011 was cited. In the First Examination Report of the Trade Mark Application No. 6444385 dated 13.03.2025, the Plaintiffs’ Mark ‘CITYWALK’ under Trade Mark Application Nos. 1296536 and 2149378 dated 16.07.2004 and 25.05.2011 respectively were cited.

19.9. The Plaintiffs issued a Legal Notice dated 23.04.2025 (“**Legal Notice**”) to the Defendant seeking to restrain them from using the



Impugned Marks. The Defendant sent a Reply dated 12.05.2025 to the Legal Notice (“**Reply to the Legal Notice**”) wherein the Defendant refused to use the Impugned Marks. The Defendant claimed that ‘VARDHAMAN CITYWALK’ is a coined word and has been freshly coined by the Defendant by taking expression ‘VARDHAMAN’ from its corporate name ‘VARDHAMAN AMRANTE PVT. LTD.’ and adding two dictionary words ‘CITY’ and ‘WALK’. The Defendant asserted that the Impugned Marks are a coined expression and has no obvious meaning to the lay man on the street. In contradiction, the Defendant further asserted that ‘CITYWALK’ is a dictionary word and typically refers to a casual, leisurely stroll through a city, often with an emphasis on exploration and experiencing the local environment.

19.10. In the Reply to the Legal Notice, the Defendant further claimed that the Impugned Marks have been used commercially since their adoption in 2024, when admittedly there is no mall / commercial complex by this brand till date. In fact, even the project has not yet commenced and is bare land at present. The Defendant claims to be launching a project under the Impugned Marks wherein they claim to be providing real estate development which includes commercial spaces, themed landscapes, outdoor zones, and other entertainment activities therein etc. The Defendant has only used the Impugned Marks by promoting the Impugned Marks on social media platforms and the Defendant has not commenced the actual use under the Impugned Marks. Initially, the Defendant had put a banner under the Impugned Marks for its project situated at Chandigarh-Ludhiana



Road, right next to their mall 'Vardhman City Center'. However, as on 08.09.2025, the Defendant has removed the said banner.

20. Having considered the submissions advanced by the learned Counsel for the Plaintiffs, the pleadings and the documents on record it is clear that the Plaintiffs are the registered proprietor of the Plaintiffs' Marks with the earliest registration for the Mark 'CITYWALK' in 2004. The Plaintiffs have been using the Mark 'CITYWALK' continuously since 2004 with respect to commercial spaces, themed landscapes & outdoor zones, and other entertainment activities therein etc. The Plaintiffs have demonstrated the goodwill and reputation acquired by the Plaintiffs' Marks. The Plaintiffs have spent a considerable amount on advertising and business promotion and recorded an expenditure of ₹7,87,33,508/- for advertising and business promotion in the Financial Year 2024-25. The Defendant's use of the Impugned Marks is *prima facie* dishonest and nothing but an attempt to ride the goodwill and reputation of the Plaintiffs' Marks so as to cause confusion in the market.

21. This is a case of triple identity where the Marks are identical, the product category is identical and also the consumer base is identical. The Plaintiffs being the prior user, adopter of the Mark 'CITYWALK' are entitled to protection. The identity in the Impugned Marks is so close to the Plaintiffs' Marks that the two are indistinguishable.

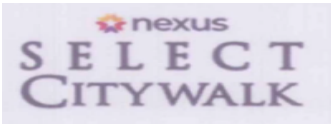
22. Accordingly, the Plaintiffs have made out a *prima facie* case for grant of an *ex-parte ad-interim* injunction. Balance of convenience is in favour of the Plaintiffs and against the Defendant. Irreparable injury would be caused to the Plaintiffs if an *ex-parte ad-interim* injunction is not granted.

23. Accordingly, till the next date of hearing, the Defendant, its partners,



directors, assignees in business, its associates, affiliates, franchisees, licensees, distributors, dealers, stockists, retailers and agents are restrained from using, advertising through print media or through any other form of media including social media, putting up signboards, directly or indirectly dealing in real estate development which includes commercial spaces, themed landscapes & outdoor zones, and other entertainment, under the

Impugned Marks, 'VARDHAMAN CITYWALK' and '

CITYWALK' and '

24. Let the Reply to the present Application be filed within four weeks after service of Notice. Rejoinder thereto, if any, be filed before the next date of hearing.

25. The compliance of Order XXXIX Rule 3 of the CPC be done within two weeks.

26. List before this Court on 21.01.2026.

TEJAS KARIA, J

SEPTEMBER 18, 2025