

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NO.13582 OF 2026
(Arising out of S.L.P.(Civil) No.18292 of 2018)**

HOTEL MILLENNIUM CONTINENTAL PVT. LTD. ... APPELLANT(S)

VS.

**MILLENNIUM AND COPTHORNE
INTERNATIONAL LTD. & ANR. ... RESPONDENT(S)**

O R D E R

1. Leave granted.
2. Heard Mr. Mukul Kumar, learned counsel appearing for the appellant and Mr. Dhruv Grover, learned counsel appearing for the contesting respondent No.1. Learned counsel for the parties jointly report that the matter has been settled. In fact a joint application being IA No.303250 of 2026 has been filed annexing the Settlement Agreement. The Settlement Agreement dated 22nd September, 2026 reads as under:

"SETTLEMENT AGREEMENT

This Settlement Agreement is executed between:

M/s. Millennium & Copthorne International Ltd.,
an indirect wholly owned subsidiary of a hotel-
and resort-owning and managing company organized
and existing under the laws of the United
Kingdom, Millennium & Copthorne Hotels Limited.

Millennium & Copthorne International Limited is incorporated in Singapore, having its registered office at 9 Raffles Place, #12-01, Republic Plaza, Singapore 048619 (hereinafter called the "First Party", which expression shall mean and include all its successors, assigns and representatives etc.).

And

M/s. Hotel Millennium Continental Pvt. Ltd. having its registered office at Door No. 40/8154A College PO, Near Shenoy's Theatre, M.G. Road, Ernakulam, Kerala-682035 (hereinafter called the "Second Party", which expression shall mean and include all its successors, assigns and representatives etc.).

The First and Second Party shall be collectively referred to as the Parties'.

WHEREAS the First Party instituted a suit, being CS (Comm) No. 865/2016, against the Second Party before the Hon'ble High Court of Delhi at New Delhi under Sections 134 and 135 of the Trade Marks Act, 1999, for permanent injunction restraining inter alia, infringement of trade mark and passing off in respect of their trade mark 'Millennium' and the  logo.

AND WHEREAS the Second Party filed its Written Statement to the said suit objecting to the reliefs claimed by the First Party, while also raising the preliminary objection, inter alia, on the territorial jurisdiction of the

Hon'ble Delhi High Court to entertain the suit. An Interlocutory Application, being I.A. No. 13120/2016, was also filed by the Second Party under Order VII Rule 11 r/w Section 151 CPC for rejection of the plaint objecting to the jurisdiction of the Hon'ble Delhi High Court to entertain the suit;

AND WHEREAS the Hon'ble Delhi High Court, vide order dated 3.1.2018, was pleased to dismiss the said I.A. No. 13120/2016, against which the Second Party preferred SLP (C) No. 18292/2018 before the Hon'ble Supreme Court. Vide order dated 13.7.2018, the Hon'ble Supreme Court was pleased to issue notice in the said SLP (C) No. 18292/2018 and granted a stay of further proceedings in CS (Comm) No. 865/2016.

AND WHEREAS vide order dated 22.4.2026, the Hon'ble Supreme Court requested Mr. Justice Sanjiv Khanna, Former Chief Justice of India, to act as a Mediator and to attempt an amicable resolution between the Parties.

AND WHEREAS pursuant to the said order of the Hon'ble Supreme Court dated 22.04.2026, comprehensive mediation sessions were held by Mr. Justice Sanjiv Khanna (Retd.) with the Parties and their counsel on 30.04.2026, 11.05.2026, 13.05.2026, 26.05.2026 and 08.07.2026 by video-conferencing mode;

NOW THEREFORE, in full and final settlement of all claims and disputes between the Parties arising out of CS (Comm) 865/2016, both

Parties voluntarily, of their own free will and volition and without any force or coercion, have amicably resolved to settle all their disputes and differences arising out of and in connection with the said litigation, in the presence of the Ld. Mediator and their respective counsel, on the following terms and conditions:

1. The Second Party acknowledges and agrees not to take any action that would challenge or be inconsistent with its recognition of the rights of the First Party in the trade mark "MILLENNIUM" and the '  ' logo, and acknowledges and accepts the First Party's rights to use and/or register the trade mark MILLENNIUM, the '  ' logo, and/or any other trade mark containing MILLENNIUM as a part thereof in India or elsewhere around the world in classes 35 and 43 of the latest edition of the International Nice Classification of Goods and Services. Details of the First Party's trade mark registrations are provided in Annexure-A of this Settlement Agreement. Accordingly, the Second Party shall not object to and challenge the First Party's rights in the trademark and name MILLENNIUM as well as its logo '  ' at any time including the use, registration, renewal or declaration pertaining to the said trademarks by the First Party in classes 35 and 43, and its affiliates, group companies or subsidiaries in India or otherwise.

2. That the First Party, in view of the peculiar facts, acknowledges and accepts that the Second Party may continue with the corporate name

and identity- M/s Hotel Millennium Continental Private Limited, and as stipulated herein, the logo  and the domain name "millenniumcontinental.com".

3. Further, the Second Party shall continue to operate its existing Hotel situated at Narakathara Road, Opp: Shenoy's Theatre, M.G. Road, Cochin-682035 under the name 'Hotel Millennium Continental' and also use the logo .

4. And the Second Party may use the mark/name 'Hotel Cochin Millennium Continental', viz., the new hotel being developed by the Second Party at Seaport Airport Road, Kochi, Kerala, and also the logo . (The aforesaid two hotels of the Second Party are collectively referred to as the 'Specified Hotels').

5. Also, the Second Party, as mentioned in Clauses (3) and (4), will be entitled to use the names 'Hotel Millennium Continental' and 'Hotel Cochin Millennium Continental', along with the logo,  on the online marketing/booking websites, profiles, online accounts, listings, and platforms in respect of the Specified Hotels only. Further, the Second Party may use the marks "HOTEL MILLENNIUM CONTINENTAL" and/or "HOTEL COCHIN MILLENNIUM CONTINENTAL", respectively, on the stationery, towels, cutlery, advertising, promotional material, and/or other goods/material used in respect of the Specified Hotels.

6. The Second Party shall, within a period of fifteen (15) days from the date of the order of

the Hon'ble Supreme Court accepting the settlement, prominently and continuously display in respect of the Specified Hotels the following disclaimer: *'A unit of Hotel Millennium Continental Private Limited. This hotel is not affiliated, associated and/or connected whatsoever with Millennium Hotels and Resorts and/or Millennium & Copthorne International Limited and/or Millennium & Copthorne Hotels Limited and/or the Millennium Hotels and Resorts Group.'*, on their website *'https://millenniumcontinental.com'* and at the entry lobby, the reception area, and the restaurant(s) by way of a placard measuring 24 inches by 30 inches, in a clear, legible, and prominent manner using Times New Roman or Arial font with a font size no smaller than 28pt. All costs and expenses in relation to the display of the said disclaimer shall be borne by the Second Party.

7. The Second Party will not alter, modify or amend the trade names/mark or logo, or device  in relation to the Specified Hotels, without the prior written consent of the First Party, which consent shall not be unreasonably withheld.

8. That except as provided under Clauses (3), (4), (5) and in terms of Clause (6) hereinabove and Clause (9) hereinbelow, the Second Party shall not, directly or indirectly, operate, assign, license, franchise, or otherwise permit the use of the name 'MILLENNIUM' in relation to any other hotel, resort, accommodation, hospitality establishment or associated business

save and except in respect of the Specified Hotels. Further, the Second Party shall not use, directly or indirectly, any new domain name, whether by way of registration, adoption, franchise, licence or otherwise, incorporating the word "MILLENNIUM" in respect of any other hotel, resort, accommodation, hospitality establishment or associated business other than the Specified Hotels. However, the Second Party shall be entitled to incorporate the tagline '*A unit of Hotel Millennium Continental Private Limited*' and the logo  in respect of any such new hotel, resort, hospitality, accommodation, hospitality establishment or associated business without any restriction. Further, while such new hotel, resort, accommodation, hospitality establishment or associated business may be shown/listed in the domain "millenniumcontinental.com", the word/name "MILLENNIUM" shall not be used for such new hotel, resort, accommodation, hospitality establishment or associated business, nor mentioned or stated on the online booking websites, or on the stationery, towels, cutlery, advertising, promotional or marketing material, and/or goods/material used in respect of such new hotel, resort, accommodation, hospitality establishment or associated business.

9. In the event the Second Party establishes, operates, acquires, Incorporates owns, manages, franchises, licenses, or is otherwise associated with any hotel, resort, accommodation, hospitality establishment or associated business other than the Specified Hotels, neither it nor

any entity associated therewith shall adopt, use, register, or otherwise exploit any trade mark, name, domain name, device mark, label, or other identifier containing the term "MILLENNIUM", or any mark identical with or deceptively similar to the First Party's "MILLENNIUM" mark and/or ' in respect of any such new hotel(s), resort, accommodation, hospitality establishment or associated business without any restriction. As stated in Clause (8), enlisting such new hotel(s), resort, accommodation, hospitality establishment or associated business on the domain name "millenniumcontinental.com" is agreed, but use of the word/name "MILLENNIUM", individually or with other words/names, by the Second Party on online booking websites, stationery, towels, cutlery, advertising, promotional material etc. is not permitted or allowed in respect of such new hotel(s), resort, accommodation, hospitality establishment or associated business.

10. The Second Party has filed trademark application No.2682216 dated 19.02.2014 for the mark  in Class 39 against services of 'arranging of tours and cruises, tour operations, sightseeing (tourism), pilgrim tours, tourist offices, car rental, boat rental, vehicle rental, taxi services, delivery of goods and messages, marine transport, transport brokerage, freight

(shipping of goods), information (transportation) before the Registrar of Trademarks, Chennai. The First Party has opposed the said application vide TMO No. 945242. The Second Party shall, within a period of thirty (30) days from the date of the order of the Hon'ble Supreme Court accepting the settlement, file an application seeking amendment of the said application or file a fresh trademark application for registration of the mark  in Class 39 against services of 'arranging of tours and cruises, tour operations, sightseeing (tourism), pilgrim tours, tourist offices, car rental, boat rental, vehicle rental, taxi services, delivery of goods and messages, marine transport, transport brokerage, freight (shipping of goods), information (transportation)' before the Registrar of Trademarks, Chennai. The Second Party undertakes to confine the use of this mark  in Class 39 to the terms of the present settlement. The First Party likewise agrees to file an application seeking withdrawal of Opposition 945242, within a period of thirty (30) days from the date of the order of the Hon'ble Supreme Court accepting the settlement as the Second Party has agreed to withdraw/amend trademark application No. 2682216. The First Party states that it will not oppose registration of the mark  in favour of the Second Party in Class 39 against services of 'arranging of tours and cruises, tour operations, sightseeing (tourism), pilgrim tours, tourist offices, car rental, boat rental, vehicle rental, taxi services, delivery of goods and messages, marine transport, transport brokerage, freight (shipping of goods), information (transportation)' before

the Registrar of Trademarks, Chennai.

11. The Second Party agrees, with a view and desire to settle and bring the present litigation to an end, to withdraw trademark application No. 2356708 dated 02.07.2012 for the mark  in Class 43.

HOTEL MILLENNIUM CONTINENTAL

12. Nothing in this Settlement Agreement shall prohibit or prevent the Second Party to continue its jewellery and supermarket or other related businesses, operating at present or in the future using the name 'Millennium' and its logo .

13. That the Parties shall also make a joint prayer to exercise powers under Article 142 of the Constitution, that SLP (C) No. 18292/2018 may be disposed of in terms of the present settlement and that the present Settlement Agreement be made a part of the order passed by the Hon'ble Supreme Court of India. This Settlement Agreement shall be enforceable as a decree of the Hon'ble Supreme Court of India upon being made part of the Court's order, and CS (Comm) No. 865/2016, pending before the Hon'ble Delhi High Court, shall be treated as decreed and disposed of in the above terms.

14. That both Parties are fully committed to honouring each and every term and condition of this Settlement Agreement, and any breach of any obligation herein contained or violation of any terms of settlement herein contained by any party hereto shall be liable for action by the Hon'ble Supreme Court against the party at fault, and the

party aggrieved, apart from other rights, shall have the right to remedy the breach by approaching the Hon'ble Supreme Court for enforcing the terms of settlement.

15. That the Parties have agreed to undertake before the Hon'ble Supreme Court of India that they shall abide by all the terms and conditions set out in the present Settlement Agreement, which have been arrived at without any coercion or duress, and undertake not to raise any dispute whatsoever henceforth in relation to the subject matter of the said litigation before any forum whatsoever, and in case any party fails to abide by the terms and conditions mentioned hereinabove, the other party shall be free to take appropriate action, including but not limited to proceedings under the Contempt of Courts Act, 1971, injunction, execution, damages, and recovery of all legal costs incurred by the Party in enforcing its rights hereunder.

16. That no costs, damages or compensation shall be payable by either party to the other in respect of the present litigation or the subject matter thereof.

17. That the Parties are accordingly signing this Settlement Agreement, to authenticate their will to be bound by and comply with the same as agreed above. This Settlement Agreement is being executed by the Parties, with the First Party executing it digitally at Singapore and the Second Party executing it at Kerala; each party executing on the respective date appearing

against its signature below. This Settlement Agreement is deemed to have been mutually and finally executed by the Parties as of the later of the two dates of execution."

3. The appeal is accordingly disposed of in the above terms. The parties shall remain bound by the terms and conditions of the Settlement Agreement dated 22nd September, 2026.

4. In view of the settlement arrived at between the parties and the undertaking given at paragraph 15 of the Settlement Agreement, C.S. (Comm) No.865 of 2016 pending before the High Court of Delhi at New Delhi will also stand disposed of in terms of the Settlement Agreement.

5 We record our gratitude to Hon'ble Justice Sanjiv Khanna, former Chief Justice of India for the painstaking efforts taken to bring an amicable settlement between the parties.

6. The Registry to draw a decree in the above terms.

.....J.
(K.V.VISWANATHAN)

.....J.
(ARUN PALLI)

NEW DELHI;
October 01, 2026

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 18292/2018

[Arising out of impugned final judgment and order dated 03-01-2018 in IA No. 13120/2016 in CS (Comm) No.865/2016 passed by the High Court of Delhi at New Delhi]

HOTEL MILLENNIUM CONTINENTAL PVT. LTD.

Petitioner(s)

VERSUS

MILLENNIUM AND COPTHORNE INTERNATIONAL LTD. & ANR. Respondent(s)

(IA No. 90255/2018 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

IA No.303250/2026 -JOINT APPLICATION U/A 142 OF THE CONSTITUTION OF INDIA FOR PASSING APPROPRIATE ORDERS)

Date : 01-10-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE K.V. VISWANATHAN

HON'BLE MR. JUSTICE ARUN PALLI

For Petitioner(s) :

Mr. Mukul Kumar- 1722, AOR

For Respondent(s) :

Mr. Dhruv Grover, Adv.

Mr. S. S. Shroff- 710, AOR

Ms. Akshita Thapa, Adv.

Mr. Milind Kumar- 1566, AOR

UPON hearing the counsel the Court made the following
O R D E R

1. Leave granted.
2. The appeal and the pending applications stand disposed of in terms of the signed order.

(ANITA MALHOTRA)
DEPUTY REGISTRAR

(NIKITA SINGH)
COURT MASTER

(Signed order is placed on the file.)