



2026:DHC:6709



\$~43, 44 and 46

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

CNR No. DLHC010363282026

+ **ARB.P. 1376/2026 & I.A. 21398/2026**

KUNDAN INDUSTRIES LIMITED

.....Petitioner

Through: Mr. Rajeev Aggarwal, Mr.
Mayank Kamra and Ms. Nikita
Abhyankar, Advs.

versus

KUNTEK FASTENERS PRIVATE LIMITED Respondent

Through: Mr. Sandeep Sethi, Sr. Adv.
with Mr. Ashutosh Kumar, Mr.
Anmol Saxena, Mr.
Partheshwar Singh, Mr. Ayush
Sharma, Ms. Maitreyi Joshi,
Ms. Shreya Sethi and Mr.
Krishna Gambhir, Advs.

44

CNR No. DLHC010302472026

+ **O.M.P.(I) (COMM.) 274/2026, I.A. 18085/2026 & I.A.
21591/2026**

KUNTEK FASTENERS PRIVATE LIMITED

.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv.
with Mr. Ashutosh Kumar, Mr.
Anmol Saxena, Mr.
Partheshwar Singh, Mr. Ayush
Sharma, Ms. Maitreyi Joshi,
Ms. Shreya Sethi and Mr.
Krishna Gambhir, Advs.

versus

KUNDAN INDUSTRIES LIMITED & ANR. Respondents

Through: Mr. Rajeev Aggarwal, Mr.



2026:DHC:6709



Mayank Kamra and Ms. Nikita
Abhyankar, Advs.

46

CNR No. DLHC010369232026

+ O.M.P.(I) (COMM.) 330/2026 & I.A. 21689/2026

KUNDAN INDUSTRIES LIMITED

.....Petitioner

Through: Mr. Rajeev Aggarwal, Mr.
Mayank Kamra and Ms. Nikita
Abhyankar, Advs.

versus

KUNTEK FASTENERS PRIVATE LIMITED Respondent

Through: Mr. Sandeep Sethi, Sr. Adv.
with Mr. Ashutosh Kumar, Mr.
Anmol Saxena, Mr.
Partheshwar Singh, Mr. Ayush
Sharma, Ms. Maitreyi Joshi,
Ms. Shreya Sethi and Mr.
Krishna Gambhir, Advs.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT (ORAL)**

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12.08.2026

1. The present petitions have been filed pertaining to disputes arising out of a series of interrelated agreements executed between Kuntek and Kundan, including the Product Manufacturing Agreement dated 11.11.2024, the IP Assignment Agreement dated 24.04.2025, the MoU and Agreement for Sale of Machinery dated 25.04.2025, and the subsequent Trademark Assignment Agreement dated 02.06.2025.

2. Kundan Industries Limited and Kuntek Fasteners Private Limited admittedly entered into a series of commercial arrangements



2026:DHC:6709



concerning manufacture of fasteners, assignment of trademarks, sale of machinery and loan transaction.

3. Under an IP Assignment Agreement dated 24.04.2025, certain trademarks together with related goodwill and customer rights were agreed to be assigned by Kundan Industries Limited to Kuntek Fasteners Private Limited for a stated consideration of Rs.5 crores.

4. The parties thereafter executed a Memorandum of Understanding dated 25.04.2025 recording an overall commercial arrangement of Rs.55 crores, comprising of Rs.5 crores towards the IP assignment, Rs.35 crores towards sale of machinery situated at the Vasai factory and Rs.15 crores as a loan.

5. A separate agreement for sale of machinery was also executed, under which the Kundan Industries Limited was required to obtain a No Objection Certificate¹ from Bank of Baroda in respect of machinery charged to the bank.

6. Disputes subsequently arose regarding the performance of the machinery transaction, payment obligation, the NOC from the Bank of Baroda and the effect of overall transaction on the IP assignment.

7. Kundan Industries Limited thereafter purported to terminate the agreements, whereas the Kuntek Fasteners Private Limited disputes the validity of such termination and asserts that the trademarks

¹ "NOC", hereinafter



2026:DHC:6709



assignment had already been completed and could not be revoked.

8. Both the parties have objections to the use of disputed marks by each other.

9. The arbitration stands invoked on 04.07.2026 and the present cross Section 9 petitions are filed with respect to interim protection of the disputed marks.

10. At this stage, both the parties by consent waived their contractual and formal procedure under the Act for appointment of a Sole Arbitrator.

11. In view of the mutual consent of the parties to refer the dispute forming the subject matter of the present proceedings to the arbitration, this Court considers it appropriate that the commencement of the arbitral proceedings should not be delayed.

12. Accordingly, in the interest of justice, an Arbitrator is appointed to adjudicate the disputes arisen between the parties.

13. Accordingly, Justice S. Ravindra Bhat, Retired Judge, Supreme Court of India (Mob. No. 9818000160) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.



2026:DHC:6709



14. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

15. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). Thus, the learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC and the arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC").

16. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

17. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

18. The Registry is directed to send a receipt of this order to Justice S. Ravindra Bhat, learned Arbitrator through all permissible modes including email.

19. Accordingly, the present petitions filed under Section 9 of the Act shall be treated as an application under Section 17 of the Act and the same shall be considered as decided by the learned Sole Arbitrator upon entering into the reference.



2026:DHC:6709



20. The learned Arbitrator is requested to decide the application under Section 17 as expeditiously as possible.

21. At last without expressing any opinion on the competing claims of title over the subject trademarks, this court feels that the interest of both parties should be adequately protected.

22. Accordingly, neither party shall assign, license, encumber or otherwise create any third-party rights in respect of the disputed marks pending consideration before by the Arbitral Tribunal.

23. Both parties are directed to preserve all invoices, stock records, customer records, sales data and other documents relating to goods sold under the disputed marks and to maintain separate and complete accounts of its sales.

24. The parties are also restrained from taking any step which alters the existing proprietary position of the marks by way of any further assignment or transfer.

25. Accordingly, the present petitions, along with all pending applications, are disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 12, 2026/gunn