



\$~70

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

+ **ARB.P. 117/2025**

**VISAGE LINES PERSONAL CARE PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Ankush Bhardwaj and Mr.
Shikhar Gupta, Advocates.

versus

DE BSM ASIA LLP & ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

14.05.2025

%

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of Arbitrator under Clause 10 of the Memorandum of Understanding dated 10.07.2024.

2. On 17.01.2025, notice was issued to the Respondents, through all permissible modes, returnable on 24.03.2025, on which date four counsels had entered appearance for the Respondents and matter was adjourned to 07.05.2025. When the petition came up on 07.05.2025, noting that there was no appearance on behalf of the Respondents, despite the matter being called twice, the matter was adjourned to 14.05.2025. It was, however, recorded in the order that adverse order was deferred in the interest of justice and in case, Respondents remain unrepresented on the adjourned date, Court will proceed to pass the order. Counsel for the Petitioner was directed to



communicate the order in writing to the counsel for the Respondents.

3. Matter has been called twice. There is no appearance on behalf of the Respondents. Counsel for Petitioner hands over copy of e-mail sent to the Respondents and the counsel intimating today's date as also attaching the order passed on 07.05.2025. The document is taken on record. Since Respondents have chosen to remain absent, they are set *ex parte* and Court proceeds to hear the petition.

4. It is the case of the Petitioner that Petitioner is one of the emerging companies involved in the field of providing men's and women's grooming brand and offers high quality products to customers across India under the brand name 'Bombay Shaving Company' and 'Bombae'. Petitioner offers a wide range of products, such as shaving creams, skin and hair care products, perfumes etc. Respondent No. 1 is the distributor of the Petitioner and had approached the Petitioner for purchasing goods. Parties have been in business relations since 2023 and as per books of accounts, maintained by the Petitioner, Respondent No. 1 was liable to pay a sum of Rs. 10,93,82,828/- towards the goods purchased, which it failed to pay despite repeated follow-ups.

5. It is stated in the petition that a Memorandum of Understanding ('MoU') was executed between the Petitioner and Respondents on 10.07.2024, wherein Respondent No. 2 undertook to pay an amount of Rs. 3,19,00,000/- in seven equal instalments, commencing from June, 2024 and ending on 30.08.2024, on behalf of Respondent No. 1. It was also agreed that Respondent No. 2 shall provide print media inventory to the Petitioner worth Rs. 9 crores in discharge of its obligations towards remaining outstanding amount of Rs. 7,74,82,828/-, as per Clause 3 of MoU and will



also be personally liable as a personal guarantor. However, Respondents failed to discharge their liabilities and Petitioner invoked the Arbitration Agreement by sending a notice of invocation on 06.11.2024, calling upon the Respondents to pay the outstanding dues or in the alternative nominate their Arbitrator. It is further stated that Respondents have neither paid the outstanding amounts nor responded to the invocation notice.

6. Petitioner has brought out in the petition that MoU dated 10.07.2024 contains Clause 10, which is the Dispute Resolution Clause and provides that any or all disputes arising out of or in relation to or in connection with the Agreement or performance or non-performance of the rights and obligations set forth etc., shall be referred to and resolved by arbitration in terms of 1996 Act. Sole Arbitrator shall be appointed with the mutual consent of the parties and venue and seat of arbitration will be New Delhi. Relevant Clause is as follows:-

“10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under or in connection with this MoU shall be resolved in accordance with the laws of India and the Parties agree to submit to the exclusive jurisdiction of the courts of New Delhi.

Arbitration: Any and all disputes (“Disputes”) arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred to and resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996 (as amended). The law applicable shall be the laws of India. For the purpose of such arbitration, there shall be a sole arbitrator to be appointed with the mutual consent of the Parties. The venue and seat of arbitration shall be New Delhi, India. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties. Each Party shall bear its own costs of the arbitration.”



7. It is clear from the MoU that there exists and Arbitration Agreement between the parties to the *lis*. Invocation notice was sent by the Petitioner on 06.11.2024 and there is failure on the part of the Respondents to act in terms of the said notice. Petition is filed within the prescribed limitation period and therefore, all parameters required to be met in a petition filed under Section 11(6) of 1996 Act are satisfied.

8. Accordingly, Ms. Justice Reva Khetrapal, former Judge of this Court (Mobile No. 9871300030), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC) and as per its Rules. Fee of the Arbitrator shall be fixed as per fee schedule of DIAC Rules 2018.

9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 14, 2025/shivam