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

+ **ARB.P. 1021/2025**

M/S VANESA COSMETICS PVT. LTD.Petitioner

Through: Mr. Deepak Vuttsya, Adv.

versus

SPRAYGRANCES PVT. LTD.Respondent

Through: Mr. Anuj Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **23.09.2025**

1. This is a petition filed under Section 11(6) and (8) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner is a Company dealing in Pre-shave and After-shave preparations, deodorants, perfumes, toilet waters, soaps etc. The respondent approached the petitioner with a request to manufacture perfumes and sprays under the brand name "Affetto-by Sunny Leone and RRS". A Manufacturing Agreement dated 01.02.2023 was executed between the parties and various purchase orders were issued by the respondent and the petitioner continued to supply to the respondents.
3. The Manufacturing Agreement contains an arbitration clause being Clause No. 24 which reads as under:

"24 JURISDICTION

This Agreement shall be deemed to have been made and executed in Delhi and any court of competent jurisdiction at Delhi shall have sole and exclusive jurisdiction in respect of



*any dispute or difference arising between the parties hereto,
Any dispute under this agreement shall be referred to
arbitration under the arbitration and conciliation act 1996.
The parties shall appoint/ refer the case to an arbitrator. The
place of such arbitration shall be Delhi”*

4. Since there were disputes between the parties, the petitioner invoked the arbitration *vide* Legal Notice dated 27.12.2024 and thereafter, filed the present petition.

5. Mr. Kumar, learned counsel for the respondent, states that the parties may be given an opportunity to try to settle the matter through mediation process.

6. I am satisfied that there is a valid arbitration clause and there are disputes which need to be settled through arbitral mechanism.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Mehak Nakra (Adv) (Mob No. 9871144582) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in



terms of Section 12 of the 1996 Act prior to entering into the reference.

- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

8. The Arbitrator shall enter reference after a period of 12 weeks from 13.10.2025 to enable the parties to try and settle the matter through mediation.

9. List before Delhi High Court Mediation and Conciliation Centre on 13.10.2025 at 4:30P.M.

10. The petition is disposed of in aforesaid directions.

JASMEET SINGH, J

SEPTEMBER 23, 2025/AS