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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) (COMM.) 341/2025

TENSBARG GLACIER WATER PVT. LTD.Petitioner

Through: Mr. Mimansak Bhardwaj, Ms.
Manisha, Ms. Vidya Mishra, Mr.
Shubhashish Roy, Advs.

versus

M/S BARNALA WINES & ANR.Respondents

Through: Mr. Sumeet Pushkarna, Sr. Advocate
with Mr. Vishal Mahajan, Mr. Atul
Kaushik, Mr. Anil Kumar, Mr.
Abhishek Mahajan, Advs.
Mr Rajesh Kumar and Mr Ravi Rai,
Advs. for Respondent No 2

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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29.08.2025

1. This is petition filed under section 9 of the Arbitration and Conciliation Act, 1996 (“**1996 Act**”) seeking the following prayers:

“1. Direct the Respondent No.1 to immediately execute and comply with clause 2(c) of the agreement dated 17/01/2025 and accordingly complete the purchase order, so that the Applicant can be refrained from unavoidable and immeasurable heavy loss;

2. Pass an ex-parte ad-interim injunction restraining the Respondents, their agents, representatives, and assigns from misappropriating, diverting, or otherwise utilizing the working capital funds generated from the market through sales of Tensbarg beer for any purpose other than fulfillment of the Purchase Order(s) issued in favor of the Applicant, and to ensure that such



funds are exclusively applied towards completion of the contractual obligations owed to the Applicant;

3. Restrain the Respondent No.1 from terminating the agreement dated 17/01/2025.

4. Pass any other or further order(s) which this Hon'ble Court may deem fit, just and proper in the facts and circumstances of the case in favour of the Applicant.”

2. The facts are that the petitioner entered into a Distributor Agreement dated 17.01.2025 with respondent No. 1, appointing it as the exclusive distributor for Tensbarg beer variants in Delhi.

3. The said Distributorship Agreement contained an arbitration clause, which reads as under:

“That any dispute/difference or claims, arising out of or relating to the agreement or interpretation of any provision here of or the breadth, there of, shall be referred to arbitration under the provision of the Indian Arbitration Act, 1940, and or an enactment or modification thereof for the time being in force at Exclusive jurisdictions of New Delhi.”

4. Since disputes arose between the parties the respondent No. 1 invoked arbitration vide legal notice dated 24.07.2025.

5. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be settled through arbitration mechanism.

6. After some arguments, the parties are agreeable to appointment of an Arbitrator.

7. Hence, Mr. Sanjay Jain (Senior Advocate) (Mob. No. 9810076012) is



appointed as the Arbitrator to adjudicate the disputes between the parties, with the following directions:

- i) 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').
- ii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) 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.
- v) The present petition shall be treated as an application under section 17 of the 1996 Act and shall be decided by the Arbitrator expeditiously and in no case later than 10 days from receiving today's order.

8. Mr. Kumar, learned counsel for the respondent No. 2 states that respondent No. 2 is not a signatory to the said Distributorship Agreement and therefore, cannot be bound by the arbitration clause in it.

9. Since, respondent No. 2 is one of the licensee of respondent No. 1, respondent No. 2 will be liberty to move an application under section 16 of the 1996 Act before the Arbitrator seeking deletion of respondent No. 2 from array of parties which shall be decided in accordance with law.

10. Respondent No. 1 is at liberty to place on record its reply, counter-



claim and legal objections including objections to maintainability.

11. Needless to add, the Arbitrator shall also make an endeavour to mediate between the parties.

12. With these directions, the petition is disposed of.

JASMEET SINGH, J

AUGUST 29, 2025/DM