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

+ **ARB.P. 2126/2025**

SULEKH KUMAR AGGARWAL

.....Petitioner

Through: Mr. Vishwendra Verma, Ms. Shivali,
Ms.Ekta Tomar, Mr. Abhishek Nagar,
Mr. Abhdeya S Verma, Ms.
Gunsheen Kaur, Advocates

versus

KMG MILK FOOD LIMITED AND ANR

.....Respondents

Through: Mr. Daves Vahishtha, Advocate

+ **O.M.P.(I) (COMM.) 529/2025**

SULEKH KUMAR AGGARWAL

.....Petitioner

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Ms.Ekta Tomar, Mr. Abhishek Nagar,
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versus

KMG MILK FOOD LIMITED ANR

.....Respondents

Through: Mr. Daves Vahishtha, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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23.12.2025

I.A. 32420/2025 (Exemption) in ARB.P. 2126/2025

I.A. 32419/2025 (Exemption) in O.M.P.(I) (COMM.) 529/2025

Allowed, subject to all just exceptions.

ARB.P. 2126/2025 & O.M.P.(I) (COMM.) 529/2025

1. ARB.P. 2126/2025 has been filed by the Petitioner under Section



11(6) of the Arbitration and Conciliation Act, 1996 (*hereinafter as “Arbitration Act”*) seeking appointment of an Arbitrator for adjudication of disputes which have arisen between the Petitioner and the Respondents under a Memorandum of Understanding dated 25.04.2025 (*hereinafter as “MoU”*).

2. O.M.P.(I) (COMM.) 319/2025 has been filed on behalf of the Petitioner seeking that the Respondents be restrained jointly and severally and their agents, representatives, assignees, associates, employees, servants, legal heirs or any other person etc. may also be restrained from creating any third party interest with respect to the property mentioned in the MoU.

3. It is stated that the Petitioner became an equity promoter in Respondent No. 1 company i.e. KMG Milk Food Limited and acquired shares for a total consideration of Rs. 50 crores. It is the case of the Petitioner that the said acquisition was absolute, non-negotiable and final and the Respondents could under no circumstances demand any increase in share price or additional compensation.

4. Disputes have arisen between the parties on account of the Petitioner being removed from the office of the Director (Non-Executive, Non-Independent Director) of the Company.

5. Notice under Section 21 of the Arbitration Act was issued by the Petitioner to the Respondents on 12.12.2025 invoking Arbitration under Clause 10 of the MoU dated 25.04.2025. It has also been averred that subsequent to the order being served to the Respondent, they had called an Extraordinary General Meeting on 23.12.2025.

6. Learned Counsel for the Respondents has vehemently objected to the appointment of an Arbitrator stating that the present agreement has been



entered into by fraud and that the said agreement as placed before this Court is not the actual agreement that had been entered into between the parties.

7. This Court is not inclined to address these arguments at this juncture. The MoU, as placed before this Court, contains an Arbitration Clause, and therefore, this Court is inclined to refer the present matter for Arbitration. The aforementioned arguments challenging the arbitrability of the dispute are to be adjudicated upon by the Arbitrator in an appropriate application which may be preferred by the Respondent.

8. At this juncture, learned Counsel appearing for the Respondent states that he has no objection to the appointment of an Arbitrator for adjudicating upon the disputes between the Parties. However, learned Counsel for the Petitioner vehemently opposes the grant of any interim protection to the Petitioner.

9. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the MoU dated 25.04.2025, with the consent of both the parties, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

10. Accordingly, Ms. Vibha Datta Makhija, Senior Advocate (Mobile No: 9810150602) is appointed as Arbitrator to adjudicate upon the disputes between the Parties.

11. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.



13. The Petition under Section 9 of the Arbitration Act would be treated as one under Section 17 of the Arbitration Act and the same be decided within three weeks from the date of the Tribunal entering reference.

14. In view of the facts of the present case, this Court is inclined to restrain the Respondent from creating any third party interests insofar as the Petitioner's machinery lying at the Respondent's site are concerned. The interim order shall continue till the disposal of the Section 17 by the Arbitrator.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

17. The Petitions are disposed of along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

DECEMBER 23, 2025

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