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

+ **O.M.P.(I) (COMM.) 36/2026 & I.A. 2676/2026**

SAAHIL NAYAR

.....Petitioner

Through: Mr. Ravi Sikri, Sr. Adv. with Mr. Gaurav Goyal, Mr. Deepak Yadav, Mr. Rohit Agrawal, Mr. Nishant Goyal and Mr. Vaibhav Sharma, Advs.

Mob: 9899886074

Email: litigation@goyallaw.in

versus

VERMILON COSMETICS PRIVATE LIMITED & ORS.

.....Respondents

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr. Aditya Mukherjee, Mr. Chaitanya Gupta and Ms. Ria Kumar, Advs. for R-1 to 4.

Mob: 9780310552

Email: chaitanya.gupta@live.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

02.02.2026

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1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking urgent interim measures for protection and preservation of the subject matter of the disputes, arising out of Shareholders' Agreement dated 18th March, 2025 and the Employment Agreement dated 18th March, 2025, executed between the petitioner and the respondents.

2. Learned Senior Counsel appearing for the petitioner submits that



petitioner is the Managing Director (“MD”) and Chief Executive Officer (“CEO”) of the respondent no. 1 – Company and the significant shareholder therein. The petitioner was inducted into respondent no. 1 in 2024 to professionally lead, scale and institutionalize its business, pursuant to which, the brand ‘*Mila Beaute*’ was conceptualized, launched and rapidly scaled under his leadership.

3. It is submitted that on the basis of the petitioner’s appointment and strategic role, respondent no. 5 invested approximately Rs. 18 Crores in March, 2025, followed by a further investment in November, 2025.

4. Learned Senior Counsel appearing for the petitioner submits that from May, 2025 onwards, the respondent nos. 2 to 4 began systematically excluding the petitioner from accessing the banking information, financial statements, inventory details and operational control, despite his position as MD and CEO. The petitioner received payment of only partial salary amount of Rs. 3 Lacs, contrary to contractual entitlement.

5. Learned Senior Counsel for the petitioner submits that in the months of October-November, 2025, the petitioner began experiencing serious mental health issues owing to overwhelming work pressure and sustained hostile conduct by the respondents. It is submitted that in the early November, 2025, the petitioner was medically advised to take complete rest, and the respondents were duly informed of his condition and ongoing treatment.

6. It is submitted that petitioner received another partial salary payment of Rs. 2 Lacs in November, 2025. No further salary was paid thereafter, resulting in outstanding dues exceeding to Rs. 80 Lacs towards the salary of the petitioner. Additionally, the petitioner has further claims of



approximately Rs. 20 Crores towards his shareholding in the respondent no. 1 – Company.

7. Learned Senior Counsel appearing for the petitioner has expressed urgency in the matter and has stated that the employment of the petitioner may not be terminated, in the meanwhile.

8. Attention of this Court has been drawn to the Shareholders' Agreement dated 18th March, 2025, which contains Clause 17 pertaining to the dispute resolution in the following manner:

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17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. This Agreement and its performance shall be governed by and construed in all respects in accordance with the Applicable Laws of the Republic of India. Subject to this Clause 17, the courts at New Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws.

17.2. In the event of a dispute or difference, relating to, arising out of or in connection with any of the matters set out in this Agreement, including any question regarding its existence, validity

or termination (“Dispute”), the parties to the Dispute shall discuss in good faith to resolve the Dispute. If a Party gives the other Party(ies), a notice that a Dispute has arisen and the Parties are unable to so resolve the Dispute amicably within 30 (thirty) calendar days, then it shall be referred to arbitration in accordance with Clause 17.3 below.

17.3. All Disputes that have not been satisfactorily resolved under Clause 17.2 above shall be referred to and finally resolved by arbitration under the arbitration rules of the (Indian) Arbitration and Conciliation Act, 1996 (or any other statutory amendment or re-enactment thereof), such rules are deemed to be incorporated herein by reference, by an arbitral tribunal comprising of one arbitrator jointly appointed by the claimant(s) and respondent(s). If the parties to the Dispute are unable to jointly appoint the arbitrator, the sole arbitrator shall be appointed in accordance with the terms of the Arbitration and Conciliation Act, 1996. The arbitrator so appointed shall deliver the arbitral award as soon as practicably possible and, in all events, before the time prescribed under section 29A of the Arbitration and Conciliation Act, 1996. Any arbitral award given by the arbitral tribunal thus constituted shall be final and binding on the Parties. The venue and seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.

17.4. Each Party shall bear its own costs and expenses incurred in connection with any dispute and/or arbitration, provided that the prevailing party shall be entitled to claim and recover its costs and expenses from the other Party(ies). The award rendered by the arbitrator or arbitrators shall, in addition to dealing with the merits of the case, fix the costs of the arbitration.

17.5. The award rendered by the arbitrator shall be final and conclusive on all Parties to this Agreement, whether or not such Parties have taken part in the arbitration.

17.6. Nothing shall preclude any Party from seeking interim or permanent, equitable or injunctive relief, or both, from the competent courts in New Delhi, India. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy through the arbitration described in this Clause 17.

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9. Attention of this Court has also been drawn to the Employment Agreement dated 18th March, 2025, which also contains an Arbitration Clause, i.e., Clause 15, in the following manner:

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15. ARBITRATION

- 15.1 All disputes and differences arising out of or in connection with any of the matters set out in this Agreement (“**Dispute**”), if not resolved by amicable settlement within 30 (thirty) days from the Dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force. In the event the Parties are not able to mutually appoint the sole arbitrator, then the same shall be appointed as per Arbitration and Conciliation Act, 1996.
- 15.2 The arbitrator shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute. The award passed by the arbitrator shall be final and binding on the Parties.
- 15.3 To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto.
- 15.4 The arbitration shall be conducted in English, and the seat and venue for arbitration shall be New Delhi, India.
- 15.5 The arbitrator shall be entitled to award costs of the arbitration.
- 15.6 Notwithstanding this agreement to arbitrate, the Employee acknowledges and agrees that a breach of any of the provisions of this Agreement may result in continuing and irreparable damages to the Company for which there may be no adequate remedy at Law and that the Company, in addition to all other relief available to it, shall be entitled to initiate at any time legal action in a court of competent jurisdiction for the purpose of seeking and obtaining the issuance of a temporary restraining order, preliminary injunction and/or other similar relief restraining the Employee from committing or continuing to commit any breach of this Agreement pending final resolution of the arbitration proceeding. In the event the Company prevails in such arbitration proceeding, in addition to any other remedies granted to the Company pursuant to such proceeding, the Company shall be entitled to seek and obtain a permanent injunction and/or other similar relief restraining the Employee from committing or continuing to commit any breach of this Agreement.

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10. Learned Senior Counsel appearing for the petitioner submits that the petitioner has tried to reconcile with the respondent no. 1 – Company, regarding the disputes between the parties, and is still open to the same.

11. However, learned Senior Counsel appearing for respondent nos. 1 to 4



raises serious objections to the said submission and submits that the petitioner himself had stopped attending the office of the respondent no. 1 – Company and that he has abandoned the employment of respondent no. 1, since November, 2025.

12. *Per contra*, learned Senior Counsel appearing for the petitioner submits that the petitioner attended the meeting of the Governing Body in January, 2026.

13. After some arguments, both the parties are *ad idem* that the matter can be referred to a Sole Arbitrator, in terms of the Arbitration Clauses contained in the Shareholders' Agreement dated 18th March, 2025 and the Employment Agreement dated 18th March, 2025.

14. Both the parties give their consent that the matter can be referred to arbitration.

15. Accordingly, this Court is satisfied that there exist valid Arbitration Clauses in the present case. Further, there are disputes between the parties which need to be adjudicated by an Arbitrator.

16. Consequently, the following directions are issued:

- i. Justice (Retd.) Vipin Sanghi, Former Chief Justice, Uttarakhand High Court, (Mobile No.: 9871300037) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event, there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application



before this Court.

- iv. It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.
 - v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Sole Arbitrator.
 - vi. The petitioner is granted liberty to approach the Sole Arbitrator immediately, and seek reliefs, which form subject matter of the present petition.
17. The petition, along with the pending application, is disposed of in the aforesaid terms.

MINI PUSHKARNA, J

FEBRUARY 2, 2026/SK