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

+ **O.M.P.(I) (COMM.) 467/2025**

M/S PROFILE INDIA INTERNATIONALPetitioner

Through: **Mr. Vivesh Kanodia, Advocate.**

versus

M/S AMG BEAUTY WORLD LLP ADN ORSRespondents

Through:

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

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23.04.2026

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹** seeking the following reliefs:

“.....

- a. Restrain the Respondents by themselves, their servants, agents or affiliates or otherwise whosoever be restrained by an Order and injunction of this Hon'ble Court from operating any Salon bearing the mark 'Toni&Guy' or using the operating manual, System, Toni&Guy Network, license rights or any other trade name, logos, devices, insignia, procedures or methods of the Petitioner or holding itself out in any manner as a Franchisee of or in any way connected/associated with the Petitioner's Mark and/or from using in any manner, including as sign board, on the stationary, bills, etc., the brand name/Trade Mark i.e., “Toni&Guy”, or any mark/marks deceptively similar thereto or containing the mark/marks/word "Toni&Guy" or any other word/mark deceptively similar thereto, by itself or in combination with any other word/words;
- b. Appoint a Receiver/Local Commissioner with all powers under Order 40 Rule 1 Civil Procedure Code, 1908, to supervise, inspect and take possession of all material, copies of the operating manual, books of accounts, customer lists, equipment, and other material including uniforms, boards, hoardings, etc., bearing the Trade

¹ Act



Mark "Toni&Guy", in the subject Outlet or any other place, and hand over the same to the Petitioner and do all that is necessary to ensure that the Respondents have returned to the Petitioner all material, copies of the operating manual, books of accounts, customer lists, equipment, and other material including uniforms, boards, hoardings, etc., bearing the TradeMark "Toni&Guy";

- c. The Respondents to deposit in this Hon'ble Court the sum equivalent to the outstanding dues aggregating to Rs. 2,16,02,000 (Rupees Two Crores and Sixteen Lakhs, and Two Thousand Only).
- d. Grant ad-interim, ex-parte, reliefs in the nature of prayer clauses (a), (b) and (c) above."

2. *Vide* Order dated **12.11.2025**, this Court had granted interim protection by restraining the Respondents from operating any salon under the name and style of "Toni&Guy" or from using the Petitioner's operating systems, manuals, trademarks, and associated proprietary material. The relevant portion of the said Order reads as under:

"6. In ease the respondents are not restrained, the petitioner will suffer irreparable loss and injury to its goodwill and reputation which cannot be compensated in terms of money. Additionally, the petitioner has a strong prima facie case and balance of convenience lies in his favour.

8. Till the next date of hearing, the respondents are restrained from operating any salon under the name and style of "Tony & Guy" or using the operating manual. System, Toni & Guy Network, license rights or any other trade name, logos, devices, insignia, procedures or methods of the petitioner."

3. Learned counsel appearing on behalf of the Petitioner submits that subsequent to the said Order, the Respondents had approached the Petitioner with a view to explore an amicable settlement. It is, however, candidly admitted that, in light of such ongoing discussions, no steps were taken towards initiation of arbitral proceedings. It is further submitted that appropriate steps for commencement of arbitration shall now be taken within a short period.



4. This Court notes that Section 9(2) of the Act mandates that where interim measures are granted prior to commencement of arbitration, the arbitral proceedings must be initiated within a period of ninety (90) days, or within such further time as may be determined by the Court.

5. In the facts of the present case, and in order to balance equities, it is directed that the Petitioner shall initiate arbitral proceedings within a period of forty-five (45) days from today, failing which the interim protection granted vide Order dated 12.11.2025 shall stand vacated automatically, without further reference to this Court.

6. Accordingly, the present Petition stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 23, 2026/tk/kr/sg