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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **FAO(OS) (COMM) 3/2026 & CM APPL. 1505/2026, CM APPL. 1506/2026**
SUNGLASS PALACE INDIA PRIVATE LIMITEDAppellant

Through: Mr. P.S. Bindra, Sr. Adv. with Mr.
Naunidh S. Arora, Advocate

versus

ARIAT INTERNATIONAL INC.Respondent
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE MADHU JAIN

ORDER
% **09.01.2026**

1. This hearing has been done through hybrid mode.

CM APPL. 1506/2026 (for exemption)

2. Allowed, subject to all just exceptions. Application is disposed of.

FAO(OS) (COMM) 3/2026 & CM APPL. 1505/2026 (for interim stay)

3. The present appeal has been filed by the Appellant under Section 37 of the Arbitration and Conciliation Act, 1996, (*hereinafter, 'the Act'*) *inter alia*, assailing the judgment dated 20th December, 2025 passed in **OMP(I) (Comm) No. 429/2025** titled '**Ariat International Inc vs. Sunglass Palace India Private Limited**' (*hereinafter, 'impugned judgment'*).

4. *Vide* the impugned judgement, ld. Single Judge was exercising jurisdiction under Section 9 of the Act and has held that a *prima facie* case for interim relief has been made out by the Respondent. Additionally, the ld.



Single judge had allowed the prayer of the Respondent to direct the Appellant to place on record complete particulars of sale of articles by the Respondent in a sealed cover. The relevant portion of the impugned judgement reads as under:

“[...]

20 In the backdrop of the aforementioned clause, the apprehension expressed by the petitioner-Company that the relevant records may be altered, suppressed, or rendered unavailable in the interregnum cannot be brushed aside as unfounded. **The petitioner has been able to demonstrate a prima facie case warranting protective intervention, inasmuch as the Agreement expressly restricts the manner of sale and treats any deviation therefrom as a material breach. The balance of convenience also tilts in favour of the petitioner since if the sale has already taken place in accordance with the Agreement, as claimed by the respondent, the respondent would suffer no prejudice whatsoever in preserving the relevant particulars in a sealed cover before the Court.** The respondent's reluctance to place the details of the sold goods in a sealed cover before the Court is incomprehensible. This compels the Court to draw an adverse inference against the respondent about its bona fides. This also raises suspicion about the respondent's stance that all the goods/articles are already sold.

21 Moreover, denial of such disclosure at this stage may irreversibly impair the petitioner's ability to establish a contractual breach and effectively prosecute its claims before the Arbitral Tribunal.

22 Therefore, such a direction is necessary to maintain the status quo, preserve the subject matter of dispute, and ensure that the arbitral process is not rendered nugatory.



23 In view of the foregoing circumstances, the respondent is directed to place on record the complete particulars of the sale of all articles, within a period of seven days from the date of this order, before the Registrar General of this Court. The same shall remain in a sealed envelope and shall be subjected to further directions to be passed by the Arbitral Tribunal.

24 The petition, along with all pending applications, stands disposed of.”

5. After some hearing, Mr. P.S. Bindra, Id. Senior Counsel for the Appellant submits that the Appellant would comply with the impugned judgment and file the particulars as directed in paragraph 23 of the impugned judgement by 10th February, 2026, in a sealed cover, before the worthy Registrar General of this Court. Ordered accordingly.

6. However, it is clarified that if this data is to be released, the Appellant shall be given a hearing and any objections to release the aforesaid data shall be considered.

7. The present appeal is disposed of in the above terms. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J.

MADHU JAIN, J.

JANUARY 9, 2026

Rahul/sm