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

Date of Decision : 16.04.2026

+ O.M.P.(I) (COMM.) 435/2025, I.A. 29057/2025 (Delay of 11 days in filing the reply by R-1 to R-3), I.A. 10405/2026 (For Leave to filed and bring on record addl. Documents) & I.A. 10406/2026 (For Exemption from filing a signed and notarized affidavit)

GLOBALBEES BRANDS PRIVATE LIMITEDPetitioner

Through: Mr. Jayant Mehta, Senior
Advocate with Mr. Mayank
Mishra, Mr. Kunwar Surya
Pratap and Ms. Mansvini Jain,
Advocates

versus

ASHUTOSH GARG AND ORSRespondents

Through: Mr. Samudra Sarangi,
Ms. Shruti Raina, Ms. Riya
Kalra, Mr. Paritosh Tengshe
and Ms. Yoshita Sood,
Advocates

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

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

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

“a) Restrain the Respondent Nos. 1 to 3, jointly and severally, from selling, transferring, pledging, assigning or otherwise encumbering any shares or creating any third-party interest in their 8054 equity shares (26% of the paid-up and subscribed capital) in Respondent

¹ Act



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- No. 4 company, either pursuant to the impugned “Default Drag Along Rights” notice dated 26.09.2025 or otherwise pending final resolution of the disputes by arbitration, and direct the Respondents to maintain status quo of the capital structure of Respondent No. 4;
- b) Direct the Respondent Nos. 1 to 3 to deposit a sum of INR 23,10,00,000 (Rupees Twenty-Three Crores and Ten Lakhs only) with this Hon’ble Court or furnish adequate security to the satisfaction of this Hon’ble Court, as a measure to secure amount paid in excess to the Respondent Nos. 1 to 3 and liable to be returned to the Petitioner under the Shareholders’ Agreement dated 07.12.2021 and Share Purchase Agreement of even date read with the respective addendums, both, dated 10.12.2021;
- c) Direct the Respondent Nos. 1 and 2 to restrain from causing disruption of business of the Respondent No. 4 in any manner, whatsoever, and forthwith and comprehensively execute a complete and structured handover of the Respondent No. 4’s operations, and in particular, provide unhindered and continuing access to all digital infrastructure, including credentials, passwords, documents, list of vendors, access to all accounting software, books of account, statutory filings, server data, inventory logs and records, systems access, key result areas / key performance indicators of the employees, and all other physical, electronic and cloud-based records relating to and/or maintained by the Respondent No. 4 to enable the Petitioner and its affiliates to assume full and effective control over the Respondent No. 4;
- d) Direct the Respondent Nos. 1 to 3 to provide all interim assistance in the conduction of the forensic audit of the Respondent No. 4, as approved by the Respondent No. 4’s board of directors in its meeting dated 22.09.2025;
- e) Pass an order of mandatory injunction directing the Respondent Nos. 1 to 3 to preserve all digital and physical records, including but not limited to warehouse management systems, email accounts, vendor and tax portals, and restrain them from deleting, destroying, tampering with any and all records, physical or digital or in any electronic medium, relating to the operations of the Respondent No. 4;
- f) Pass an order restraining the Respondent Nos. 1 to 3 from acting in breach of under the non-compete, non-solicit and confidentiality obligations under the SPA (particularly clauses 11 and 15) and the SHA (particularly clause 7), and restraining from directly or indirectly engaging in any competing business, soliciting the Respondent No. 4’s clients, vendors or employees, or misusing any confidential or proprietary information;
- g) Pass interim directions and/or ad-interim ex-parte orders in terms of prayer clause (a) to (e) above, till the disposal of the present application;
- h) Pass any other or further orders which this Hon’ble Court deems



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fit and appropriate in the facts and circumstances of the present matter.”

2. Learned counsel appearing for the parties are *ad idem* that instead of adjudicating the present matter on merits, the disputes may be referred to arbitration by a panel of three learned Arbitrators as has been set down in the Clause 13.5 of **Shareholders’ Agreement dated 07.12.2021²**, which reads as under:

“13.5. GlobalBees and the Promoters shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall appoint the third arbitrator who will act as the presiding officer of the arbitral tribunal.”

3. Learned Senior Counsel for the Petitioner has nominated Hon’ble Mr. Justice V.P. Vaish (Retd.), Former Judge of this Court, as the Arbitrator on behalf of the Petitioner and learned counsel for the Respondent has nominated Hon’ble Mr. Justice Badar Durrez Ahmed (Retd.), former Chief Justice of Hon’ble Jammu & Kashmir High Court as the Arbitrator on behalf of the Respondent.

4. Accordingly, this Court hereby requests the learned Arbitrators to ensure that the Presiding Arbitrator be nominated within a period of 10 days from the date of receipt of this Order. Parties are directed to communicate this Order to the learned Arbitrators.

5. Since the parties have mutually consented to adjudication of their disputes by way of Arbitration, this Court is of the view that the commencement of arbitral proceedings to adjudicate the disputes between the parties should not be unduly delayed. Accordingly, in the peculiar facts of the present case, the requirement of Section 21 notice and initiation of separate proceedings under Section 11 of the Act are

² Agreement



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dispensed with.

6. In terms of the undertaking by the respective counsel, the parties are requested to take appropriate steps for the constitution of the learned Arbitral Tribunal in the given period.

7. Once the learned Arbitral Tribunal is constituted, it is requested to enter upon the reference and adjudicate the disputes *inter se* the parties.

8. The learned Arbitrators may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering into the reference.

9. The respective costs of arbitration shall be borne equally by the parties.

10. All rights and contentions of the parties are kept open, to be decided by the learned Tribunal on their merits, in accordance with law.

11. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

12. Accordingly, the present Petition under Section 9 of the Act shall be treated as Application under Section 17 of the Act, and appropriate directions may be passed by the learned Tribunal after entering upon the reference.

13. The learned Arbitral Tribunal is requested to accord their consideration to Section 17 Application as expeditiously as possible, preferably within a period of two months from the constitution of the learned Arbitral Tribunal.

14. The Registry is directed to send a receipt of this order to the



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parties through all permissible modes, including through e-mail.

15. The parties are at liberty to communicate this Order to the learned Arbitrators expeditiously.

16. The present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

17. Copy of this Order be given *Dasti* under the signatures of Court Master.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 16, 2026/rk/dj