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

+ O.M.P.(I) (COMM.) 224/2026

M/S PROFILE INDIA INTERNATIONALPetitioner
Through: Mr. Vishesh Kanodia, Advocate
(through VC)
versus

M/S SS BROTHERS ASSOCIATES & ANR.Respondents
Through: None.

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **26.05.2026**

1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”), seeking urgent directions.
2. Learned counsel appearing for the petitioner submits that the petitioner seeks urgent reliefs with regard to restraining the respondents from taking undue advantage of their position, defeating the petitioner’s rights secured by lawful contracts and to prevent the respondents from illegally exploiting the petitioner’s trademarks and intellectual property.
3. It is submitted that the petitioner has been the Master Franchisee of ‘Toni & Guy’, a world-renowned hairdressing, and haircare services brand, since more than a decade. The petitioner has obtained the right to use the ‘Toni & Guy’ mark, all associated intellectual property in operating the ‘Toni & Guy’ business, and the right to further franchise these rights in India and Nepal.
4. Learned counsel for the petitioner submits that the petitioner entered into a Sub-Franchise Agreement dated 12th December, 2023 with the



respondents, granting them the right to operate a 'Toni & Guy' outlet in Prayagraj, Uttar Pradesh. Under the Sub-Franchise Agreement, the respondents were, *inter alia*, required to pay to the petitioner, a Management Services Fee of Rs. 59,000/- per month. The respondents, in spite of enjoying commercial exploitation of the petitioner's trademarks and intellectual property, stopped paying the Management Services Fees to the petitioner from July, 2024 onwards.

5. It is submitted that due to the non-performance of the respondents' obligations under the Sub-Franchise Agreement, the petitioner terminated the Agreement *vide* Notice dated 03rd February, 2025. In the said Notice, the petitioner called upon the respondents to immediately cease the use of their trademarks and other intellectual property, and to pay the outstanding dues of the Management Services Fees.

6. It is further submitted that even after one year of the termination of the Sub-Franchise Agreement, the respondents continue to illegally operate the said outlet, and continue to exploit the petitioner's trademarks, intellectual property, and brand. Despite repeated requests, the respondents have not ceased use of the petitioner's mark.

7. Accordingly, the present petition has been filed.

8. Attention of this Court has been drawn to Arbitration Clause, i.e., Clause 29 of the Sub-Franchise Agreement dated 12th December, 2023, which reads as follows:



29.1 Any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with this Agreement, or the execution, interpretation, validity, performance, breach or termination hereof (collectively, the "Disputes") which cannot be finally resolved by the Parties within thirty (30) calendar days of the arising of a Dispute by amicable negotiation and conciliation, shall be resolved by binding arbitration. The arbitration shall be held in Delhi, in accordance with the provisions of Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force, by a sole arbitrator to be appointed by the Franchisor, whose decision in the matter shall be final and binding on both the parties and will not be subject to review by a court of law. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. Each party to the arbitration will bear such party's own legal fees and expenses, and the fees and expenses of the Arbitrator and the Arbitration will be paid by such party or parties as the arbitrator would state or the award would uphold.

xxx xxx xxx"

9. Attention of this Court has also been drawn to Clause 29.3 of the Sub-Franchise Agreement, which states that the Courts of Delhi shall have exclusive jurisdiction. Clause 29.3 of the Sub-Franchise Agreement is reproduced as under:

"xxx xxx xxx

29.3 ~~The Parties hereto~~ submit to the exclusive jurisdiction of the Courts of Delhi

xxx xxx xxx"

10. Accordingly, there is a valid Arbitration Clause between the parties and this Court has territorial jurisdiction to adjudicate the disputes.
11. Issue notice to the respondents, by all modes.
12. Let reply be filed within a period of four weeks.
13. Rejoinder thereto, if any, be filed within a period of two weeks,



thereafter.

14. Considering the submissions made before this Court, till the next date of hearing, the respondents are restrained 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 or insignia, associated with the petitioner's mark, or from using in any manner, any sign board, or stationary, bills, etc., with the brand name/trademark, i.e., 'Toni & Guy'.

15. It is clarified that the respondents are free to carry out their business/run a salon, by any other name which is not deceptively similar to the mark of the petitioner, i.e., 'Toni & Guy'.

16. Re-notify on 08th October, 2026.

MINI PUSHKARNA, J

MAY 26, 2026/ak