



May 15, 2026

Listing Department  
National Stock Exchange of India Limited  
Scrip Symbol: HONASA

Listing Department  
BSE Limited  
Scrip Code: 544014

Dear Sir/ Madam,

**Sub: Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure requirements) Regulations, 2015**

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Dear Sir/ Madam,

This is in continuation of the Company's prior disclosures under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") concerning the dispute between Honasa Consumer Limited ("**Company**") and RSMM General Trading LLC ("**RSM**") under the Authorised Distributor Agreement dated 30th July 2020, as amended on 27th May 2021 ("**ADA**"), summarised in chronological order below:

- (a) **17th May 2024:** The Court of First Instance, Dubai ordered the Company to pay RSM AED 25,071,991 as compensation, together with interest at 5% per annum from the date the judgment becomes final, in a suit filed by RSM alleging unlawful termination of the ADA.
- (b) **9th July 2024 and 21st August 2024:** The Company filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 before the Delhi High Court. The Delhi High Court *vide* order dated 20th August 2024 granted an anti-enforcement against Dubai proceedings, and directed RSM to withdraw execution proceedings in Dubai and deposit INR 57,17,65,947 (equivalent to the decree value of AED 25,071,991) with its registry, to be released to the Company in the event of any precipitative action against the Company in Dubai.
- (c) **18th October 2024:** The Court of Appeal, Dubai rejected both the Company's and RSM's appeals by order dated 15th October 2024, upholding the Court of First Instance judgment. The Company challenged the judgment before the Cassation Court, Dubai, UAE.
- (d) **25th February 2025:** By an ex parte order dated 17th February 2025, the Supreme Court of India appointed Justice (Retd.) Hrishikesh Roy as Sole Arbitrator ("**Arbitral Tribunal**"), thereby commencing the arbitration proceedings.
- (e) **3rd April 2025:** The Cassation Court, Dubai by judgment dated 26th March 2025 overturned the Court of Appeal judgment as flawed, defective and devoid of reasoning, and remanded the matter to a fresh bench of the Court of Appeal for rehearing. The Court of First Instance judgment accordingly ceased to be operative pending the fresh hearing.
- (f) **17th February 2026:** Pursuant to the Cassation Court remand referred to at (e) above, the Court of Appeal, Dubai by its judgment dated 11th February 2026 significantly reduced the compensation payable by the Company from approximately AED 25 million to AED 1.7 million towards compensation for material and moral damages to RSM. The Company has filed an appeal against this judgement before the Cassation Court, wherein, the Cassation has fixed 17<sup>th</sup> June 2026 for Judgment.

**Honasa Consumer Limited**

**Registered Office:** Unit No - 404, 4th Floor, City Centre, Plot No 05, Sector-12, Dwarka New Delhi 110075

**Corporate Office:** 10<sup>th</sup> & 11<sup>th</sup> Floor, Capital Cyberscape, Ullahwas, Sector-59, Gurugram, Haryana - 122102

Email: [info@mamaearth.in](mailto:info@mamaearth.in); Phone: 011 - 44123544 | Website: [www.honasa.in](http://www.honasa.in)

| CIN: L74999DL2016PLC306016 |



Pursuant to the conclusion of the arbitration proceedings referred to at (d) above, we hereby inform you that the Arbitral Tribunal passed the final award on May 14, 2026 (“**Arbitral Award**”) in the arbitration proceedings instituted by the Company against RSM in favour of the Company (“**Award**”). The Award was received by the Company on May 14, 2026, at 14:52 hours (IST). The Award categorically declared that (i) it has the jurisdiction to adjudicate the disputes raised in the proceedings; (ii) RSM breached the Arbitration Agreement, Exclusive Jurisdiction and Governing Law clause under the ADA by instituting proceedings before the Dubai Court; (iii) RSM is injuncted from initiating/continuing any proceedings before the Dubai Courts; (iv) Termination of the ADA by the Company was valid and not unlawful as held by Dubai Courts by virtue of the termination clause; and (v) RSM is liable to pay an amount of AED 7,254,340 (**INR 18,88,41,569.42**), towards various claims filed by the Company, including a post award interest should the amount remain unpaid after a period of 30 days.

The details of the Award as required under Regulation 30 of the SEBI Listing Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, are enclosed as **Annexure**.

Kindly take the same on record. This disclosure will also be hosted on the Company’s website viz. [www.honasa.in](http://www.honasa.in).

Thanking you,

Yours truly,

For **Honasa Consumer Limited**

**Gaurav Pandit**  
**Company Secretary & Compliance Officer**

*Encl.: As above*

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**Annexure**

**Disclosure as required under Regulation 30 of the SEBI Listing Regulations**

Particulars	Details
<b>The details of any change in the status and/or any development in relation to such proceedings</b>	<p>Final Award dated 14th May 2026 (“Award”) has been passed by the Sole Arbitrator, Justice (Retd.) Hrishikesh Roy (Former Judge, Supreme Court of India), in the arbitration proceedings between Honasa Consumer Limited (“Claimant/Company”) and RSM General Trading LLC (“RSM/Respondent”) pursuant to the disputes under the Authorised Distributor Agreement dated 30.07.2020 and amended on 27.05.2021 (“ADA”). The Award granted the following declaratory and monetary reliefs in favour of the Company:</p> <ul style="list-style-type: none"> <li>(i) The proceedings initiated in Dubai and continued by RSM are in breach of the arbitration agreement, the exclusive jurisdiction clause and the governing law clause of the ADA</li> <li>(ii) A permanent prohibitory injunction restraining RSM from initiating and/or continuing any proceedings before the courts in Dubai or any other forum in breach of the dispute resolution and exclusive jurisdiction clauses of the ADA</li> <li>(iii) AED 1,559,848 towards costs incurred by the Company for proceedings in Dubai and allied proceedings in India;</li> <li>(iv) AED 1,060,584 towards costs of substitution incurred by the Company;</li> <li>(v) AED 4,340,000 towards loss of profits arising from the RSM's breaches of the ADA.</li> <li>(vi) INR 76,50,875 towards costs of arbitration proceedings.</li> </ul> <p>In the event the aforesaid amounts remain unpaid after 30 days, post-award interest shall be payable at EIBOR + 2% per annum on the AED components, and at the SBI Prime Lending Rate (PLR) + 2% per annum on the INR component from 30 days after the pronouncement of the award and till the date of the payment.</p>
<b>In the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings</b>	Not Applicable.
<b>In the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/ penalty paid (if any) and impact of such settlement on the financial position of the listed entity</b>	Not Applicable.

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