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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 18-08-2026

DELIVERED ON: 25 -08-2026

CORAM

THE HONOURABLE MR.JUSTICE P.B. BALAJI

CRP No. 4209 of 2026
and CMPNos,18367 and 18372 of 2026

1. Goraman Integrated Logistics Private Limited
A Company Incorporated Under the Provisions of the companies Act, 2013, Having its Registered office at, Old No.68, New No.137, 2nd Floor, Thambu Chetty Street, Mannadi, George Town, Chennai-01. Rep herein by its Authorised Signatory D.Lingasamy.

Petitioner(s)

Vs

1. Gowri Shankar
S/o. Soundappan, Res. at No.18/33, B3 4th Street, Voltas Colony, Nanganallur, Alandur-61.

2.Anil Kumar.B
S/o. Bathina Babu, Res. at No.48, Angalamman Koil Street, NMTPS-VIA, Subba Reddy Palayam, Minjur, Tiruvallur-120.

Respondent(s)

Revision filed under Article 227 of Constitution of India against the order dated 09.06.2026 passed in I.A.No.4 of 2026 in O.S.No.116 of 2025 (impugned order) by the

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District Munsif Court, Ponneri (District Munsif), wherein allowed the application filed by the respondents herein under Section 8 of the Arbitration and Conciliation Act, 1996 ("A&C Act") and referred the parties to arbitration in terms of Clause 13 of the Memorandum of Understanding dated 23.11.2023 ("MOU").

For Petitioner(s): Mr.Sathish Parasaran
Senior Counsel
For Mr.G.Vivekanand

For Respondent(s): Mr.B.Vijay
For Mr.G.Mohammed Aseef

ORDER

The plaintiff in a suit for permanent injunction, is the revision petitioner, aggrieved by the order passed in I.A.No.4 of 2026 in the said suit O.S.No.116 of 2025, the said I.A.No.4 of 2026 having been filed under Section 8 of the Arbitration and Conciliation Act, 1996 and having been allowed, thereby referring the parties to the suit to Arbitration.

2. I have heard Mr.Sathish Parasaran, learned Senior Counsel for Mr.G.Vivekanand, the learned counsel for the revision petitioner and Mr.B.Vijay, for Mr.G.Mohammed Aseef, learned counsel for the respondents.

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3. The plaintiff, M/s Goraman Integrated Logistics Private Limited filed O.S.No.116 of 2025 seeking to restrain the defendants viz., the respondents herein from interfering with the peaceful possession and enjoyment of the plaintiff Company. Along with the suit, the revision petitioner/plaintiff has also filed an interlocutory application in I.A.No.2 of 2025 seeking an interim injunction to protect the petitioner's interest pending the suit. Admittedly, no interim injunction was granted at the first instance. However, pending the said injunction application, the defendants, who are the respondents herein filed I.A.No.4 of 2026 under Section 8 of the Arbitration and Conciliation Act, 1996, seeking to refer the parties to Arbitration in terms of Clause 13 of the Memorandum of Understanding dated 23.11.2023. The said application was resisted by the revision petitioner. However, ultimately, the trial Court allowed the said application and referred the parties to Arbitration.

4. The submissions of Mr.Sathish Parasaran, learned Senior Counsel for the revision petitioner are summarized herein below:-

(a) The revision petitioner was not a party to the Memorandum of Understanding dated 23.11.2023 which contained an Arbitration Clause. The petitioner is the owner of the suit property and in order to protect its possession against

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interference from the respondents, the suit for bare injunction was filed. The petitioner Company is in fact the subject matter of the dispute between the rival parties viz., the respondents herein and D.Lingasamy and Mrs.L.Dhanabakkialakshmi, who are parties in their individual capacity to the said Memorandum of Understanding. Therefore, adopting a common sense approach, the Company can never be presumed to be a veritable party to the arbitration agreement or even the Memorandum of Understanding itself.

(b) The Section 21 Notice under the Arbitration and Conciliation Act, 1996 was not issued to the Petitioner Company and even assuming such notice need not be issued and yet, the petitioner Company can be subjected to Arbitration proceedings, even then, the respondents in their Section 21 notice had disowned the very Memorandum of Understanding itself. Therefore, the Arbitration clause contained in the said Memorandum of Understanding cannot be taken advantage of by the respondents themselves.

(c) In the Section 21 notice, the respondents referred to a loan agreement entered into between the individual parties which also contained an arbitration clause. The said loan agreement has not seen the light of the day, especially in the Section 8

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application or even before this Court and therefore, it cannot be contended that merely because the parties have incorporated an arbitration clause in the loan agreement, it can be read into or interpreted that even in respect of the petitioner Company, the arbitration clause incorporated in the loan agreement and the Memorandum of Understanding would survive and bind the petitioner Company.

(d) Pointing out to the impunged order, Mr.Sathish Parasaran, learned Senior Counsel would contend that the trial Court has been carried away by the submissions made by the learned Senior Counsel before the Hon'ble Supreme Court, which is evident from reference to the said submissions extracted by the Hon'ble Supreme Court in ***Cox & Kings Ltd vs V.Singla,*** reported in ***(2023) SCC Online 1634*** and it was in fact rejected by the Hon'ble Supreme Court in the later portion of the very same judgment. The trial Court has therefore not even applied its mind in a proper judicious manner.

(e) The actual dispute is only with regard to which party is in control of the petitioner Company and since highhandedly the respondents are attempting to take over the control of the Company itself and such attempts have been thwarted by the petitioner Company and only in order to protect its possession, the suit has been filed.

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5. Mr.Sathish Parasaran, learned Senior Counsel, in support of his submissions, relies on the following decisions:-

(i) *Rajia Begum vs Barnali Mukherjee* reported in *(2026 SCC OnLine SC 135.*

(ii)S.P. Chengalvaraya Naidu (Dead) by Lrs vs Jagannath (Dead) by Lrs and Others (1994) 1 SCC 1.

(iii)Booz Allen and Hamilton Inc. vs SBI Home Finance Limited and Others – (2011) 5 SCC 532

(iv) Khatri Hotels Private Limited and another vs Union of India and another (2011) 9 SCC 126.

(v) Himangni Enterprises vs Kamaljeet Singh Ahluwalia (2017) 10 SCC 706

(vi) Anil Mahindra vs Surender Kumar Makkar and another (2017) SCC Online Del 11532

(vii) Rashid Raza vs Sadaf Akhtar – (2019) 8 SCC 710.

(viii) Vidya Drolia and others vs Durga Trading Corporation (2021) 2 SCC Cases 1.

(ix) Chloro Controls India Pvt Ltd vs Severn Trent Water Purification Inc and Others – (2013) 1 SCC 641

(x) Today Homes and Infrastructure Pvt Ltd vs Ludhiana Improvement Trust and another - (2014) 5 SCC 68.

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(xi) M/s Sundaram Finance Ltd and another vs T.Thankam – CDJ 2015 SC 145

(xii) Anantesh Bhakta represented by Mother Usha and Others vs Nayana S.Bhakta and Others (2017) 5 SCC 185.

(xiii) Cox & Kings Ltd vs Sap India Private Limited and another – (2024) 4 SCC 1

(xiv) ASF Buildtech Private Limited vs Shapoorji Pallonji and Company Private Limited – (2025) 9 SCC 76.

(xv) Ms/Techtix Engineers vs Megastone Logipark Pvt Ltd – Special Civil Application No.6878 of 2023.

(xvi) Bacha F.Guzdar vs Commissioner of Income Tax, Bombay (1954) 2 SCC 563

6. Mr.Sathish Parasaran, learned Senior Counsel, therefore prays for the revision being allowed.

7. Refuting the submissions of Mr.Sathish Parasaran, learned Senior Counsel, Mr.B.Vijay, appearing for Mr.G.Mohammed Aseef, counsel for the respondents would submit that the issue that arises for consideration is as to whether the petitioner Company is a veritable party or not and according to the learned counsel, the petitioner Company is not only a veritable party, but also a beneficiary under the Memorandum

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of Understanding and therefore, it would certainly fall within the meaning of "veritable party". The arguments of Mr.B.Vijay, are summarised herein below:-

(a) The petitioner is a veritable party to the Memorandum of Understanding dated 23.11.2023.

(b) Though in the Section 21 Notice, the respondents had alleged fraud, it would not amount to repudiation of the Arbitration Clause, especially when the revision petitioner, as plaintiff has not only referred, but has also admitted the Memorandum of Understanding dated 23.11.2023, which contains an arbitration clause.

(c) The scope of enquiry of the reference Court under Section 8 of the Arbitration and Conciliation Act is very limited and cannot be extended to conduct an enquiry as to the validity of the Arbitration clause.

(d) The reference Court, on finding that an arbitration clause exists, should ordinarily refer the parties to arbitration, by allowing the Section 8 application, leaving it open to the parties to raise all objections before the Arbitrator under Section 16, including the objections with regard to the jurisdiction of the Arbitrator.

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(e) As regards the Section 21 notice, Mr.B.Vijay, would contend that no doubt the notice has not been happily worded, but, when the petitioner Company has not disputed the said Memorandum of Understanding and on the contrary, claims benefit under the said Memorandum of Understating, even if the contract is repudiated by the respondents, even then, the Arbitration Clause would survive, being an independent agreement.

(f) As regards the extract of the submissions of the learned Senior Counsel before the Hon'ble Supreme Court in *Cox & Kings Ltd vs V.Singla* reported in *(2023) SCC Online 1634*, Mr.B.Vijay, learned counsel would fairly concede that the trial Court has committed a mistake in referring to the paragraphs which dealt with the submissions of the learned Senior Counsel, but, however, it is his contention that ultimately, the Hon'ble Supreme Court accepted the said arguments and therefore, nothing really turns on the incorrect reference of relevant paragraphs in *Cox & Kings Ltd vs V.Singla***,** by the trial Court. In support of his submission, Mr.B.Vijay has also heavily relied on *Cox & Kings Ltd vs V.Singla,* reported in *(2023) SCC Online 1634* and *ASF Buildtech Private Limited vs Shapoorji Pallonji and Company Private Limited,* reported in *(2025) 9 SCC 76,* as well as the following judgments:-

(i) *Sundaram Brake Linings Ltd vs Kotak Mahindra Bank Ltd and Ors, reported in Manu/TN/0938/2008*

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(ii) Branch Manager, Magma Leasing and Finance Ltd and another vs Potluri Madhavilata and another reported in (2009) 10 SCC 103

(iii) Deccan Paper Mills Company Ltd vs Regency Mahavir Properties and Ors reported in (2021) 4 SCC 786

(iv) Sushma Shivakumar Daga and Anr vs Madhurkumar Ramakrishnaji Balaji an Ors reported in 2023 LiveLaw (SC) 984.

(v) Ajay Madhusudan Patel and Ors vs Jyotrindra S.Patel and Ors reported in (2025) 2 SCC 147.

(vi) KKH Finvest Pvt.Ltd and Ors vs Jonas Haggard and Ors reported in Manu/DE/7326/2024

(vii)Adavya Projects Pvt Ltd vs Vishal Structurals Pvt Ltd and Ors reported in (2025) 9 SCC 686

and

(viii) KKH Finvest Pvt Ltd and another vs Ashiesh Shukla and Ors reported in 2026 SCC Online SC 1498

(ix) Swiss Timingn Limited vs Commonwealth Games 2010 Organising Committee (2014) 6 SCC 677

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(x) Salson Liquors Private Limited vs United Spirits Limited 2026 SCC Online SC 335

(xi) United Spirits Limited vs Salson Liquors Private Limited in AP/117/2021 dated 11.02.2025 passed by Commercial Division, High Court of Calcutta.

8. Mr.B.Vijay therefore states that the trial Court has not committed any error, warranting interference in the revision and prays for dismissal of the revision petition.

9. I have carefully considered the submissions advanced by the learned counsel on either side.

10. The brief facts that may be necessary for adjudicating the revision are as under:-

The petitioner Company, M/s Goraman Integrated Logistics Private Limited was originally incorporated in October 2020 by the respondents 1 and 2, along with one Mr.Ramesh Munnuswamy and within a period of four months, the said Mr.Ramesh Munnuswamy resigned from Directorship. The respondents 1 and 2, with an intention to expand the business of the Company, purchased a property measuring 9 acres and 67 cents at Vallur Village, Ponneri Taluk under private treaty, in a sale brought about under

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the provisions of the SARFAESI Act by M/s Pridhvi Asset Reconstruction and Securitization Company Limited. The sale consideration was fixed at Rs.12,50,00,000/- (Rupees Twelve Crores Fifty Lakhs Only). The pre-condition viz., deposit of 25% of the sale consideration amounting to Rs.3,12,50,000/- was deposited by the petitioner Company, represented by respondents 1 and 2. The respondents 1 and 2 thereafter, by letters dated 06.09.2023, 10.10.2023 and 10.11.2023 sought for extension of time to pay the balance Rs.9,37,50,000/-(Rupees Nine Crores Thirty Seven Lakhs Fifty Thousand Only). M/s Pridhvi Asset Reconstruction and Securitization Company Limited granted time to the respondents upto 24.11.2023. Despite diligent efforts taken by the respondents 1 and 2 to muster the said Rs.9,37,50,000/-, they were able to arrange only Rs.5,38,64,685/-. In order to meet the deficit, the respondents got in touch with Lingasamy, who was the Chairman of DBL Finance. According to the respondents, the said Lingasamy agreed to grant a short term loan of Rs.5,00,00,000/-(Rupees Five Crores Only) to the petitioner Company, repayable together interest at 2% per month.

11. It is the case of the respondents that the said Mr.Lingasamy and Mrs.Dhanabakkialakshmi demanded the respondents to induct them as Directors in the petitioner Company and also transfer the shares as security, until such time the loan was repaid, assuring the respondents that they would resign from the Board on repayment of

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the entire loan. According to the respondents, left with no other option, as the clock was ticking fast against them, they accepted to the demands of Mr.Lingasamy and Mrs.Dhanabakkialakshmi and on 23.11.2023, a Memorandum of Understanding was entered into at the eleventh hour, since the balance amount of Rs.9,37,50,000/- had to be paid on the next date i.e., on 24.11.2023. Further, according to the respondents, they were ready to repay the amount borrowed from Mr.Lingasamy and Mrs.Dhanabakkialakshmi and requested the loan amount to be received and consequent resignation of Mr.Lingasamy and Mrs.Dhanabakkialakshmi from Directorship. However, to their shock, the said request was rejected and the said Mr.Lingasamy and Mrs.Dhanabakkialakshmi took a stand that the amount was paid only for purchase of the Company.

12. It is at this juncture that O.S.No.116 of 2025 came to be filed by the petitioner Company represented by Mr.Lingasamy, seeking to restrain the respondents herein from trespassing into the Company's immovable property at Vallur Village.

13. Pending the suit, the respondents moved this Court and filed a writ petition in W.P (Crl.) No.1138 of 2025. This Court disposed of the writ petition on the ground that police cannot interfere in civil disputes unless and until a criminal offence is

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committed. Mr.Lingasamy, representing the petitioner Company filed a Review Application in Review Application (Crl) No.3 of 2025, where also, this Court reiterated that it was a civil dispute and the parties could agitate the matter only before the Civil Court. Thereafter, Mr.Lingasamy, representing the petitioner Company, preferred W.P. (Crl.)No1753 of 2025, seeking police protection to protect the possession of the suit property. In the said writ petition, the police authorities filed a Status Report, which, according the respondents was concocted and not giving the real picture. Taking into account the said Status Report, this Court, by order dated 23.11.2025, directed the police authorities to ensure that there is no law and order problem and gave liberty to the police authorities to proceed in accordance with law.

14. The respondents, aggrieved by the said order, approached the Hon'ble Supreme Court in SLP (Crl.)No.2372 of 2026. The said Special Leave Petition has been posted for final arguments and it is pending before the Hon'ble Supreme Court. It is at this stage that the respondents filed I.A.No.4 of 2026, invoking Section 8 of the Arbitration and Conciliation Act, 1996 and the trial Court has allowed the said application which has necessitated the present revision, at the instance of the plaintiff.

15. The most relevant document that would have to be seen is the

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Memorandum of Understanding dated 23.11.2023. Admittedly, the petitioner Company is not a party to the said MOU dated 23.11.2023. However, I have to examine as to whether the petitioner Company can be found to be a veritable party to the said MOU and thereby, the arbitration clause at Clause 13 of the said MOU would bind the petitioner Company as well. The MOU dated 23.11.2023 has been entered into between the respondents as parties of the first part and Mr.Lingasamy and his wife Mrs.L.Dhanabakkialakshmi, as parties of the second part.

16. Mr.B.Vijay, learned counsel has placed strong reliance on the preamble as well as the covenants in the said MOU, to drive home his submissions that the petitioner Company is very much a veritable party to the MOU, and also a beneficiary. The following clauses in the said Memorandum of Understanding assume significance:-

> ***Clause – II***
>
> *WHEREAS the First Party on behalf of the Company participated in the auction conducted by M/s Pridhvi Asset Reconstruction and Securitisation Company Limited (**Pridhvi ARC)** for purchase of land admeasuring 9.67 Acres along with the shed comprised in varied survey numbers, situated at*

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Vallur Villge, Ponneri Taluk, Tiruvallur District which is morefully described in the Schedule hereunder and hereinafter referred to as the "Schedule Property".

IV.

WHEREAS the First Party is desirous of assigning its rights in the auction, was offering to sell the rights, interest and shares of the First Party in the Company, pursuant to which the First Party had offered the same to the Second Party.

Clause – II

*WHEREAS the First Party on behalf of the Company participated in the auction conducted by M/s Pridhvi Asset Reconstruction and Securitisation Company Limited (**Pridhvi ARC)** for purchase of land admeasuring 9.67 Acres along with the shed comprised in varied survey numbers, situated at Vallur Villge, Ponneri Taluk, Tiruvallur District which is morefully described in the Schedule hereunder and hereinafter referred to as the "Schedule Property".*

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2. CONSIDERATION

2.1 The Total Consideration for the sale of shares shall be Rs.14,00,000/- (Rupees Fourteen Lakhs Only), which the Second Party agrees to pay equally to the First Party.

3.2

Post payment of the consideration in terms of the Clause 2 hereinabove the First Party shall not have any right interest or claim against the assets of the Company and on receipt of the Consideration all the rights of the First Party in the assets of the Company shall stand discharged.

4.4

On successful completion of the transaction with Pridhvi ARC, the Second Party shall reimburse all the costs and payments incurred by the First Party as mutually agreed between the Parties, for which the First Party shall acknowledge under valid receipt such reimbursements made by the Second Party.

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13. ARBITRATION AGREEMENT

13.1. Any dispute arising amongst the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably.

13.2. In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a sole arbitrator mutually appointed by both Parties. The place of the arbitration shall be at Chennai. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date by which the Parties in dispute agree to be so bound and shall be conducted in the English language.

17. On a conjoint reading of the extracted portions of the preamble as well as

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the relevant clauses, I find that the said MOU has been entered into between two sets of individuals, the party of the first part being the then Directors of the Petitioner Company and the party of the second part, being assignees of the auction rights as well as all rights, interest and shares of the parties as first part, in the petitioner Company.

18. The preamble portion IV clearly indicates the intention of the respondents to transfer all their rights and shares in favour of the parties of the second part, for consideration. In fact, Clause-2 of the MOU clearly records that the total sale consideration for sale of the shares if Rs.14,00,000/-(Rupees Fourteen Lakhs Only). Therefore, it is clear from a reading of the above that the respondents contemplated transfer of all their shares and interest in the petitioner Company to Mr.D.Lingasamy and his wife Mrs.Dhanabakkialakshmi. The consideration has also been fixed for sale of the shares of the respondents.

19. Coming to the Arbitration Clause – 13.1 of 13, which is extracted herein above, it provides for any dispute arising amongst the parties to be settled amicably. However, in default, Clause-13.2 kicks in. In terms of Clause 13.2, the parties have agreed that disputes not being settled amicably within thirty days from the date on which disputes arose, then, such disputes shall be referred to the sole Arbitrator mutually

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appointed by both parties and the place of Arbitration would be at Chennai and the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, as amended to date.

20. It is now to be seen whether the petitioner Company is a veritable party to this Arbitration clause/MOU and consequently bound by the arbitration agreement. If the answer is in the affirmative, then the trial court is not in error in allowing the Section 8 application, by referring the parties to arbitration. However, if the answer is in the negative, then, the suit has to be tried only before the smae Court and the parties cannot be referred to arbitration.

21. The very purpose and object of entering into MOU was only to transfer the shareholding of the respondents 1 and 2 in the petitioner Company, in favour of Mr.Lingasamy and Mrs.L.Dhanabakkialakshmi. I am unable to see how the petitioner Company has any role in the said MOU. In fact, as rightly contended by Mr.Sathish Parasaran, learned Senior Counsel, the Company itself is the subject matter of the MOU and the negotiations between the parties was with regard to the sale and purchase of the shares of the petitioner Company. It should be borne in mind that the petitioner Company is a separate legal entity and it is a juristic person by itself.

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22. Cases have been relied upon by either side with regard to the question whether a non-signatory to an arbitration agreement can also be bound by the arbitration agreement and forced to go for arbitration.

23. In fact, Mr.Sathish Parasaran, learned Senior Counsel also fairly conceded that he does not dispute the issue as to arbitrability of a relief of permanent injunction. Law is now well settled on this point and the Hon'ble Supreme Court has held that even a relief of specific performance can be subject matter of arbitration. The only exceptions would be where the right sought to be declared in a civil Court is a right *in rem* which cannot be referred to Arbitration. Insofar as all other disputes which relate to rights i*n personam*, certainly, the disputes are arbitrable. In such view of the matter, I do not see any necessity to delve any further with regard to this issue.

24. Also, I also do not find it is necessary to discuss the various criminal proceedings that have been initiated by either party to the revision petition, as they all relate to the physical possession of the suit property. However, the question that falls for consideration in this revision is only whether the petitioner's suit claim needs to be referred to Arbitration or not.

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25. The two aspects that have to be adjudicated in my considered opinion are –(i) whether the petitioner Company can be termed as a veritable party to bind the petitioner to the arbitration agreement between the respondents 1 and 2 and Mr.Lingasamy and his wife Mrs.Dhanabakkiyalakshmi, including the aspect whether such veritable party, if found to be one as claimed by the respondents has benefited under the MOU, and (ii) whether when the MOU has been disowned by the respondents themselves, whether they can fall back on the arbitration clause incorporated in the said MOU.

26. In order to contend that the petitioner Company is a veritable party, Mr.B.Vijay has taken me through the plaint averments, where the plaintiff has categorically admitted to the MOU dated 23.11.2023. It is therefore his contention that when the petitioner/plaintiff relies on the Memorandum of Understanding, it implies that they are bound by the arbitration agreement. He would also invite my attention to Pharagraphs No.11 to 14 of the said plaint filed by the petitioner, where there is a clear and unequivocal admission of the MOU dated 23.11.2023. Thereafter, inviting my attention to Paragraph No.15, Mr.Vijay would contend that when the plaintiff states at Paragraph No.15 that, " in pursuance to the aforesaid, the plaintiff has become the sole

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and absolute owner of the suit properties", the phrase "to the aforesaid" would refer to Paragraphs 12 and 13 alone and therefore, when the right claimed by the petitioner is arising under the MOU dated 23.11.2023 and the petitioner, having taken benefit under the said MOU, is certainly a veritable party to the agreement and the arbitration clause contained therein would bind the petitioner. I am unable to countenance the said line of arguments of Mr.B.Vijay for the simple reason that the phrase "to the aforesaid" can only refer to Paragraph No.14 and not to Paragraph Nos.12 and 13. In paragraph No.14 of the plaint, the petitioner has stated that Pridhvi ARC sold the suit property in favour of the plaintiff for a sale consideration of Rs.12,50,00,000/- and handed over physical possession of the suit property to the plaintiff, vide Sale Certificate dated 24.11.2023, registered as Document No.10133 fo 2023, registered in Book-I, in the Office of Sub Registrar, Thiruvottriyur. Therefore, the plaintiff at Paragraph No.15 only claims absolute right, title and interest over the suit property, only on the strength of the Sale Certificate issued by Pridhvi ARC in their favour, for valuable sale consideration of Rs.12,50,00,000/- and not under the MOU. Merely because there is a reference in paragraphs Nos.11 to 13, to the MOU, it cannot by any stretch of imagination make the petitioner a veritable party to the agreement or the arbitration clause contained therein.

27. As already discussed and pointed out above, the subject matter of the

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dispute between two private sets of individuals is pertaining to the control of the petitioner Company. In other words, the petitioner Company is the subject matter of the very dispute.

28. A "veritable party" in the legal parlance means a person who is in substance and reality a party to the proceedings, rather than a formal party connected to the proceedings. The substantive rights of such party should be directly involved in the *lis* for such party to be styled as " veritable party". In the present case, the Company being the subject matter of the dispute, can certainly not be a necessary or affected or benefited party as projected by Mr.B.Vijay. At the risk of repetition, it was only the control of the plaintiff Company that was the subject matter of the MOU, containing the arbitration clause. The Company admittedly, could not have been a party to the said MOU in the first place. Further, the MOU has been acted upon and Pridhvi ARC has also executed a Sale Certificate in favour of the petitioner Company. Thus, the petitioner Company, having a separate legal entity and a juristic person by itself, has become the sole and absolute owner of the suit property. It is only in order to protect its possession that the suit came to be filed alleging that the erstwhile Directors viz., the respondents are attempting to take over the control of the Company by interfering with its possession. In fact, the Constitution Bench of Hon'ble Supreme Court in ***Bacha***

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F.Guzdar's case referred herein above has held that unlike a partnership which is merely an association of persons for carrying on business or partnership, a Company stands on a different footing being a separate juristic entity, distinct from its shareholders.

29. In such circumstances, I am unable to agree with the arguments advanced by Mr.B.Vijay that the petitioner Company is a veritable party and therefore, bound by the arbitration agreement.

30. I will discuss the case law a little later. Coming to the second issue whether having disowned the MOU, it is open to the respondents to invoke Section 8 of the Arbitration and Conciliation Agreement. In the section 21 Notice issued by the respondents on 19.12.2025 to Mr.Lingasamy and his wife, the respondents at Paragraph Nos.12 and 13 have stated as follows:-

> *"12. My clients state that you have filed O.S.No.11 6 of 2025 before the District Munsif Court, Ponneri seeking a permanent injunction. My clients have entered an appearance in that suit. After receiving copies of the documents filed therein, my clients were shocked to see Document NO.22, an alleged Memorandum of Understanding dated 23.11.2023, which you*

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have created by misusing the blank stamp papers obtained from them. In the said alleged document, you have falsely stated that my clients agreed to sell their shares for Rs.14,00,000/- and that you would take over the liabilities of the company. My clients categorically deny the said document as fabricated and void.

13. My clients state that the original Loan Agreement executed earlier contains an arbitration clause. In the fabricated document also, you have also inserted an arbitration clause as Clause No.13. My clients reject all the fabricated contents of the alleged MOU except the existence of the arbitration clause, which is consistent with the arbitration clause in the original Loan agreement signedby them.

31. Specifically referring to the MOU dated 23.11.2023, the respondents have taken a definite and categorical stand that the said MOU has not been signed by them, but has been created by misusing blank stamp papers obtained from them. The respondents also alleged that they never agreed to sell their shares for Rs.14,00,000/-on the promise made by two individuals Mr.Lingasamy and his wife that they would take over the liabilities of the petitioner Company. In the last sentence of Paragraph No.12, the respondents themselves have denied the said MOU dated 23.11.2023 as fabricated and void. At Paragraph No.13, the respondents have referred to the loan agreement

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containing an arbitration clause and since an arbitration clause has been incorporated at Clause -13 in the fabricated MOU dated 23.11.2023, the respondents, though rejecting the contents of the alleged MOU, are falling back on the existence of the arbitration clause alone, which according to them, is consistent with the arbitration clause in the loan agreement signed by them.

32. As rightly pointed out by Mr.Sathish Parasaran, the learned Senior Counsel, the said loan agreement dated 23.11.2023 has not been filed along with the Section 8 application, though there is a reference to the same in Section 21 notice as well as in the Section 8 application. The said loan agreement is not produced by the respondents even before this Court, in the present revision petition.

33. Be that as it may, the loan agreement and the arbitration clause contained therein between two sets of private parties cannot by no stretch of imagination imply that the said arbitration clause has been consciously and consistently incorporated in the MOU dated 23.11.2023 and therefore would bind the petitioner Company. I do not see this argument leading the respondents anywhere.

34. Firstly, the loan agreement alleged by the respondents admittedly does not

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have anything to do with the petitioner Company. Secondly, merely because the loan agreement contains an arbitration clause, the arbitration clause in the MOU cannot be relied upon by the respondents on the ground that it is consistent with the loan agreement arbitration clause, when the very execution of the MOU has been emphatically denied by the respondents themselves. It is the specific case of the respondents that they signed blank papers which have been misused by the two individuals viz., Mr.Lingasamy and his wife to bring about the alleged MOU dated 23.11.2023.

35. I am therefore unable to accept the very innovative and mischievous stand taken in the Section 21 notice or the forceful arguments of Mr.B.Vijay that even though the respondents disown the MOU dated 23.11.2023, the arbitration clause would survive. It is significant to note that the respondents have not admitted the execution of the MOU, though it has been argued so. The respondents only admit that they had left signed blank papers with Mr.Lingisamy and his wife, which have been misused and fabricated to bring about a void MOU dated 23.11.2023.

36. Mr.B.Vijay, learned counsel has relied on the recent pronouncement of Hon'ble Supreme Court in ***Salson Liquors Private Limited vs United Spirits Limited***

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reported in ***2026 SCC Online 335,*** arising out of the judgment of Calcutta High Court (Commercial Division) in AP/117/2021 dated 11.02.2025 and also the judgment of the Hon'ble Supreme Court in ***Swiss Timing Limited vs Commonwealth Games 2010 Organising Committee*** reported in ***(2014) 6 SCC 677***. Relying on the said decisions, Mr.B.Vijay contended that the Hon'ble Supreme Court in ***Salson Liquors Private Limited case,*** finding that the primary contention on behalf of the petitioner revolved around alleged forgery/genuineness of the agreements containing the arbitration clause and the High Court of Calcutta had held that the issue can be taken up as a preliminary issue before the Arbitrator and also being put on notice that arbitration proceedings are already commenced, it was left open to the petitioner to agitate the issue of genuineness of the agreement as a preliminary issue. In ***Swiss Timing Limited case***, the Hon'ble Supreme Court held that where a Court can come to a conclusion that the contract is void without receiving any evidence, it would be justified in declining reference to arbitration, but, however, when it is not possible to shut out arbitration, even in cases where defence taken is that the contract is voidable, even then, the parties will have to be referred to arbitration, as otherwise, it would defeat the very purpose for which the parties entered into arbitration.

37. Based on the decisions, Mr.B.Vijay would therefore contend that this

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issue whether the MOU was genuine or not can also be gone into by the Arbitrator and cannot be agitated, that too, in a Section 8 application. I am unable to see how these decisions can be applied to the facts of the present case. In fact, in ***Swiss Timing Limited case,*** the defence of the party against whom an application under Section 8 of the Arbitration Act was filed was that the Arbitration agreement is forged and therefore, the parties cannot be referred to arbitration. In the very same case, the Hon'ble Supreme Court noticed that the defence of contract being void, is being taken routinely, only in order to avoid/delay reference to arbitration and therefore, rejected the contention of the respondents in the Section 8 application and left it open to the Arbitral Tribunal to decide the plea of fraud raised by the respondents.

38. Similarly, in ***Salson Liquors Private Limited case*** also, the plea of forgery, attacking the genuineness of the agreement containing the arbitration clause was taken by the respondent and in such circumstances, the Commercial Division of Calcutta High Court appointed an arbitrator and when the matter was taken up for final hearing before the Hon'ble Supreme Court, noticing that the arbitration proceedings had already commenced, liberty was given to the petitioner before the Hon'ble Supreme Court to raise the issue of forgery/genuineness of the agreements before the arbitrator as a preliminary issue.

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39. These decisions are authorities for the proposition laid down on the given facts and circumstances. In both these cases, it was the opposite party who wanted to avoid arbitration taking up the plea of forgery and genuineness of the agreement containing the arbitration clause.

40. In my considered opinion, a converse case like the one on hand stands on an entirety different footing and cannot be treated on par with the cases where the respondent in a Sectioin 8 application pleads forgery or fabrication of the agreement itself and thereby justifies the filing of the suit.

41. As already discussed in detail, in the present case, the plea of fabrication of document and forgery of MOU is taken by the respondents themselves who sought to invoke Section 8 of the Arbitration and Conciliation Act before the civil Court. Therefore, it is a classic case where the respondents are attempting to have the cake and eat it to. On the one hand, they disown the agreement in entirety by contending that blank sign papers have been fabricated to bring about the MOU and on the other hand, they want to take shelter under the arbitration clause alone. Hence, I do not see how these decisions and the ratio thereunder can be applied to the facts of the present case.

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42. In such circumstances, when the respondents themselves disown the entire contents of the MOU, they cannot conveniently, to suit their interest, rely on the arbitration clause alone and contend that it will survive independently, even though the MOU is repudiated on the ground of fraud, misrepresentation and voidness.

43. Yet another significant circumstance is that in pursuance of the MOU, the individual persons viz., Mr.Lingasamy and Mrs.Dhanabakkialakshmi have paid the amount as promised to Pridhvi Asset Reconstruction Company and to evidence possession being given to them, handing over control of the affairs of the Company as well, a photograph has also been exhibited. Once a Sale Certificate has been issued and registered and till date, the same has not been challenged by any one, including the respondents, the ownership of the suit properties at the hands of the petitioner Company cannot be called in question. Therefore, when the petitioner intended to protect its possession and filed a suit for permanent injunction, the arbitration clause in the MOU, though admitted by Mr.Lingasamy, one of the present Directors of the petitioner Company, cannot be invoked to contend that the petitioner company is a veritable party and therefore, the parties to the suit have to be referred to arbitration, under Section 8 of the Arbitration and Conciliation Act.

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44. Though several judgments have been cited before me, I will only refer to the most relevant ones which would be sufficient to adjudicate the issues that arise for consideration in the present revision petition. In ***Cox & Kings Ltd vs V.Singla,*** reported in ***(2023) SCC Online 1634,*** the Constitution Bench of the Hon'ble Supreme Court has held that even a non-signatory to an arbitration agreement can be bound by the arbitration clause found in the agreement. In Paragraph No.86 of the said judgment, the Hon'ble Supreme Curt has held that Courts and Tribunals have been applying traditional contractual and commercial doctrines to determine the consent of the non-signatory parties to be bound by the arbitration agreement, which includes consent based theories such as agency, novation, assignment operation of law by merger and succession and third party beneficiaries. The Hon'ble Supreme Court also took note of exceptional circumstances where non-consensual theories such as piercing the corporate veil or alter ego and estoppel have also been applied to bind a non-signatory party to an arbitration agreement.

45. At Paragraph No.96, the Constitution Bench of Hon'ble Supreme Court has held that an arbitration agreement encapsulates the commercial understanding of business entities as regards to the mode and manner of settlement of disputes that may

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arise between them and finding that in most situations, the language of the contract is only suggestive of the intention of the signatories to such contract and not the non-signatories. Yet, the Hon'ble Supreme Court recognised that there may be situations where a person or entity may not be a signatory to the arbitration agreement, but yet, give the appearance of being a veritable party to such arbitration agreement due to their legal relationship with the signatory parties and involvement in the performance of the underlying contract.

46. Mr.B.Vijay, learned counsel for the respondents places heavy reliance on this paragraph of the Constitution Judgment. I have absolutely no quarrel with regard to the fact that now the law is now fairly well settled that even a non-signatory to an arbitration agreement can be compelled to go for arbitration and have his or her or its disputes resolved, whether he consents or not. However, for this, twin conditions have to be satisfied. The non-signatory party should be a veritable party to the arbitration agreement and to determine whether the non-signatory is a veritable party, the involvement of the non-signatory party in negotiations, performance or termination of the contract would be relevant factors. The conduct of the non-signatory party should be found to be in harmony with the conduct of the other members of the group, including the other party, to legitimately believe that the non-signatory party was in fact a

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veritable party to the contract. Also, the other party should have legitimate reasons to rely on the appearance created by non-signatory party so as to bind it to the arbitration agreement. The second condition is that such a veritable party should have benefited out of the agreement under the MOU, it is only private individual signatories who stand benefited and certainly not the petitioner Company. Therefore, I do not see any merit in this regard as well.

47. Even applying these tests to the facts on hand, I am unable to see how any of these conditions stand satisfied to infer that the petitioner is even a veritable party to the agreement. As already discussed in detail, the petitioner Company is the very entity whose affairs are regulated by the MOU in question and in such circumstances, by no stretch of imagination, it can be successfully contended that the Company, though, being a non-signatory party is a veritable party and that the Company being the subject matter of the MOU, benefit has accrued to the company. At best, I find the arguments of Mr.B.Vijay to be rhetorically attractive, but legally imprecise and unimpressive.

48. Further, the consent of the non-signatory party also viz., the petitioner does not even arise for consideration in the present case since the petitioner Company was the subject matter of MOU itself and the signatories to the agreement were two

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private sets of individuals in flesh and blood, one party viz., the respondents transferring their entire shares and interest and the second party viz., Mr.Lingasamy and Mrs. Dhanabakkialakshmi coming forward to take over such shares and interest of the parties of the first part.

49. Mr.Vijay, learned counsel has also relied on the concluding portions on the Constitution Bench of judgment in the case of ***Cox & Kings Ltd case*** where the Hon'ble Supreme Court has held that the scope of enquiry before the Reference Court is very microscopic and that at the reference stage, the Reference Court should leave it to the Arbitral Tribunal to decide whether the non-signatory is bound by the arbitration agreement.

50. The ratio laid down in ***Cox & Kings Ltd vs V.Singla*** has in fact been subsequently applied in ***ASF Buildtech Private Limited vs Shapoorji Pallonji and Company Private Limited – (2025) 9 SCC 76*** *as well, and in* ***KKH Finvest Pvt.Ltd and Ors vs Jonas Haggard and Ors,*** reported ***in Manu/DE/7326/2024.*** However, uniformly, the ratio laid down in all these cases is that a non-signatory can be referred to arbitration, only if the twin conditions have been satisfied.

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51. As discussed herein above, both the conditions do not stand satisfied. I have already found that the petitioner cannot be styled as a veritable party to the MOU dated 23.11.2023 and no benefit has been accrued to the petitioner company, as contended by Mr.B.Vijay. The Company has become the sole and absolute owner of the suit properties pursuant to the Sale Certificate executed by Pridhvi ARC and not in terms of the MOU dated 23.11.2023, which was only a share transfer between the erstwhile Directors and the new Directors.

52. In such view of the matter, the trial Court has failed to appreciate the correct legal principles and erroneously allowed the Section 8 application and the same warrants interference in this revision.

53. Before concluding, the other submission with regard to the reliance placed on by the trial Court, on the submissions of the learned Senior Counsel in ***Cox & Kings Ltd vs V.Singla*** and not the principles laid by the Hon'ble Supreme Court is concerned, there is no dispute that the trial Court has extracted Paragraph No.9.3 from the judgment in the case of ***Cox & Kings Ltd vs V.Singla.*** Paragraph No.9 at 9.3 is nothing but the summary of the arguments of the Senior counsel who appeared for the intervenor before the Hon'ble Supreme Court. Unfortunately, the trial Court has referred to the said

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arguments, as if they were the observations of the Hon'ble Supreme Court and has placed strong reliance upon the same.

54. It has been strongly contended by Mr.Sathish Parasaran, learned Senior Counsel that in fact the arguments of the learned Senior Counsel found at Paragraph 9.3 were rejected by the Hon'ble Supreme Court. Per contra, Mr.B.Vijay, learned counsel would contend that the said arguments that have been referred to at Paragraph 6.7 of the order of the trial Court were in fact upheld by the Hon'ble Supreme Court, referring to Paragraph No.86 of ***Cox & Kings Ltd vs V.Singla.*** As already referred to, the Hon'ble Supreme Court has only observed that in exceptional cases even non-consensual theories such as piercing the corporate veil or alter ego and estoppel have also been applied to bind the non-signatory party to an arbitration agreement and that the group of companies doctrine is one such consent-based doctrine which has been applied, albeit controversially for identifying the real intention of the parties to bind a non-signatory to an arbitration agreement. However, in the concluding portion "H" of the judgment in ***Cox & Kings Ltd vs V.Singla, a****t Paragraph No.170,* the Hon'ble Supreme Court has held that under the Arbitration Act, the concept of a "party" is distinct and different from the concept of "persons claiming through or under" a party to the arbitration agreement and that the principle of alter ego or piercing the corporate veil cannot be the

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basis for the application of the Group of Companies doctrine. In view of the above, the argument of the learned Senior Counsel before the Hon'ble Supreme Court were in fact rejected, merits acceptance.

55. In my considered view, the argument of Mr.Sathish Parasaran, learned Senior Counsel that the trial Court, by committing such an error, only exposes its faulty approach cannot be lightly discarded since such error committed by the trial Court clearly referring to the arguments of the learned Senior Counsel before the Apex Court and relying upon it as an observation of the Hon'ble Supreme Court only exposes the non-application of judicial mind.

56. Though Mr.B.Vijay also strongly relied on the decisions in ***ASF Buildtech Private Limited*** and *the recent* pronouncement of the Hon'ble Supreme Court in ***KKH Finvest Pvt.Ltd and Ajay Madhusudan Patel and Ors*** *cases,* even in ***ASF Buildtech Private Limited*** *case,* the Hon'ble Supreme Court has held that though the scope of enquiry before the Referral Court under Section 8 is limited to the existence of an arbitration clause, the Hon'ble Supreme Court still applied the ratio in the case of ***Ajay Madhusudan Patel and Ors vs Jyotrindra S.Patel and Ors*** and held that the enquiry should concern whether prima facie, a case has been made out as to whether the

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non-signatory to the arbitration agreement is a veritable party or not. In the recent judgment in ***KKH Finvest Pvt.Ltd and Ors vs Jonas Haggard and Ors ,*** which has also been strongly relied on by Mr.B.Vijay contending that the facts before the Hon'ble Supreme Court in the said case are almost identical to the facts in the present case, I find that no doubt, the disputes that arose between the parties and was subject matter of the decision before the Hon'ble Supreme Court was pertaining to a share purchase agreement. However, the Hon'ble Supreme Court only found private individuals who had also signed identical share purchase agreements to be veritable parties and there was no real point of distinction between the individuals concerned. That was not a case where the Company itself was alleged to be a veritable party. Therefore, I do not see this decision also being applied in favour of the respondents, in the peculiar facts of this case.

57. For all the above reasons, the revision petitioner is entitled to succeed. The order passed in I.A.No.4 of 2026 in O.S.No.116 of 2025 is set aside and the parties shall go before the Civil Court and have their disputes resolved in accordance with law.

58. At the time of admission, I had granted an interim injunction to restrain the respondents from interfering with the peaceful possession and enjoyment of the

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petitioner Company. The said interim order has been subsequently extended and continues to remain in force. In fact, the said order was challenged before the Hon'ble Supreme Court and the Hon'ble Supreme Court dismissed the Special Leave Petition and directed expeditious disposal of the revision petition itself.

59. In fact, in an interlocutory application seeking an interim injunction has already been filed by the petitioner before the trial Court. However, the same has not been enquired into on account of the Section 8 application being filed and given preference. In the light of the Section 8 application now being dismissed, the trial Court shall decide the interlocutory application filed for interim injunction in I.A.No.2 of 2025 expeditiously, after affording a fair opportunity to both parties to put forth their respective contentions, with regard to the factum of possession.

60. Considering that the petitioner had the benefit of the interim injunction from 21.07.2026, the said interim injunction shall continue to remain in force till such time I.A.No.2 of 2025 is decided on merits. The trial Court, however, is requested to dispose of I.A.No.2 of 2025, on merits and in accordance with law, within a period of thirty days from the date of receipt of a copy of this order.

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61. In the result, the civil revision petition is allowed. No costs. Consequently, connected miscellaneous petitions are closed.

25.08.2026

sr
Index:yes
Website:Yes
Speaking Order

To

The Principal District Munsif, Ponneri

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P.B.BALAJI.,J

sr

Pre-Delivery Order in CRP No.4209 of 2026

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