



2026:KER:37218

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT**

**THE HONOURABLE MR. JUSTICE EASWARAN S.**

**MONDAY, THE 1<sup>ST</sup> DAY OF JUNE 2026 / 11TH JYAISHTA, 1948**

**OP(C) NO. 2308 OF 2025**

**PETITIONER(S)/2ND RESPONDENT:**

**PURUSHOTHAMAN THITTA  
AGED 64 YEARS, S/O THITTA RAMAN, BUSINESS,  
PIONEER AUTO AND ENGINEERING WORKS, NEAR  
DHANALAKSHMI HOSPITAL, KANNUR., PIN - 670002**

**BY ADVS.**

**SHRI.JAWAHAR JOSE  
SHRI.SANAND RAMAKRISHNAN  
SHRI.AUGUSTINE P.  
SMT.CISSY MATHEWS  
SHRI.GREGORY PRINCE MYLADI  
SHRI.THOMAS MARTIN K.**

**RESPONDENT(S)/CLAIM PETITIONER AND 1ST RESPONDENT:**

- 1 POTHAN RAJAN  
S/O NARAYANAN POTHAN, KAUSTHAM, PALLIKUNNU  
(P.O), CHIRAKKAL, KANNUR DISTRICT.,  
PIN - 670011**
  
- 2 SURESH POTHAN  
S/O NARAYANAN POTHAN, MANDEN RAGHAVAN ROAD,  
KANNOTHUMCHAL ROAD (P.O), KANNUR., PIN - 670006**

**BY ADVS.**

**SHRI.AKHIL K.M.**



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**SRI.T.RAMESH BABU, FOR R2**  
**SRI.C.K.SREEJITH**  
**SMT.NIMISHA P. SHANMUGHAN**  
**SMT.RESMI S.S.**  
**SRI.P.V.VINOD (BENGALAM), FOR R1**  
**SMT.D.REETHA**  
**SMT.ANJALI NAIR**

**THIS OP (CIVIL) HAVING BEEN FINALLY HEARD ON  
18.05.2026, THE COURT ON 01.06.2026 DELIVERED THE  
FOLLOWING:**



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**EASWARAN S., J**

**“C.R”**

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**Dated this the 1<sup>st</sup> day of June, 2026**

### **J U D G M E N T**

Can the High Court exercise its Jurisdiction under Article 227 of the Constitution of India against an order of the Arbitrator upholding his Jurisdiction in an application under Section 16(2) of the Arbitration and Reconciliation Act, 1996, (for short ‘the Act’)? The petitioner contends that the order is not appealable under Section 37 of the Act and that he has no other remedy except to invoke the Jurisdiction of this Court. Respondents also do not dispute the same, but contend that the petitioner must wait till the final award is passed by the arbitrator and thereafter invoke the remedy under Section 34 of the Act, if so advised. This Court is called upon to resolve this short issue.



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2. The facts in the case is not seriously disputed and are as follow-

A.R No.169/2024 was filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator to arbitrate upon the dispute between respondents 1 and 2. This Court by order dated 21.01.2025 appointed Smt.K.P.Prasanna Kumari, Retired District Judge, as sole Arbitrator. Accordingly, the 1<sup>st</sup> respondent filed Ext.P2 claim petition. The relief sought for in Ext.P2 claim petition is basically to record the division of assets and liabilities of the company as per Memorandum of Understanding (MOU) dated 17.09.2021. The MOU pertains to certain division of assets and liabilities in respect of three companies namely Pioneer Cars India Private Limited, Pioneer Motors (Kannur) Private Limited and Wayanad Vehicles Private Limited, which are companies registered under the provisions of the Companies Act, 2013. The MOU also contained certain arrangements between the respondents in a partnership firm of which this Court is



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not concerned with. The <sup>5</sup> petitioner, who is the 2<sup>nd</sup> respondent in the arbitration case, filed an application under Section 16 of the Arbitration and Conciliation Act, 1996, seeking to drop the arbitration proceedings in respect of the companies in question on the ground that the Arbitrator lacks jurisdiction to decide the claim. According to him, the jurisdiction exclusively vest with National Company Law Tribunal. The said application was ordered by Ext.P7 order holding that nowhere the company is sought to be wound up nor dissolved and that the arbitrator can make decisions about the ownership and shareholding of the companies including dividing shares among the owners. The said order is impugned in this original petition.

3. Heard Shri.Jawahar Jose, the learned counsel appearing for the petitioner, Shri.P.V.Vinod(Bengalam), the learned counsel appearing for the 1<sup>st</sup> respondent and Shri.T.Ramesh Babu, the learned counsel appearing for the 2<sup>nd</sup> respondent.



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4. Shri.Jawahar <sup>6</sup> Jose, the learned counsel appearing for the petitioner contended that the matters relating to the companies cannot be arbitrated, and that the remedy of the respondents is to move an application under Section 241 read with Section 242 of the Companies Act, 2013, before the National Company Law Tribunal. He further pointed out that in a case where a division of assets is ordered, necessarily, the petitioner who is a shareholder will be adversely affected by the said division. He further pointed out that the petitioner is not a signatory to MOU entered between the respondents and therefore the respondents cannot seek to bind the petitioner with the terms and conditions of the MOU. He further pointed out that, if the MOU attempts to divide the assets of the company, it directly impacts the company's structural integrity, the creditors and the other shareholders, and the Arbitrator cannot grant the structural remedies, such as restructuring of the company or directing the asset management for which the jurisdiction exclusively vest with the National



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Company Law Tribunal under Section 242 of the Companies Act, 2013. He further pointed out that while the Directors can resolve the dispute via arbitration, the dispute in the present case would certainly lead to the operation of the minority shareholders, which the National Company Law Tribunal retains the jurisdiction. In support of his contention relied on various decisions of the Hon'ble Supreme Court in **Vidya Drolia and Others v. Durga Trading Corporation** [(2021) 2 SCC 1], **Booz Allen and Hamilton INC. v. SBI Home Finance Limited and Others** [(2011) 5 SCC 532], **R.Subbulakshmi and Others v. R.Venkitapathy and Others** [2023 SCC OnLine Mad 5303], **Haryana Telecom Limited v. Sterlite Industries (India) Limited** [(1999) 5 SCC 688], **IDFC First Bank Limited v. Hitachi MGRM Net limited** [ (2023) 3 High Court Cases(Del 660)], **Surender Kumar Singhal and others v. Arun Kumar Bhalotia and others** [(2021) SCC Online Del 3708], **Bhaven Construction Through Authorised Signatory Premjibhai K. Shah v.**



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**Executive Engineer Sardar Sarovar Narmada Nigam Limited and Another [(2022) 1 SCC 75] and Deep Industries Limited v. Oil and Natural Gas Corporation Limited and Another [(2020) 15 SCC 706].**

5. Per contra, Shri. Akhil K.M., the learned counsel appearing for the 1<sup>st</sup> respondent contended that the Arbitrator has not decided based on the respective claims and therefore the present original petition is highly premature. Merely because the division of assets take place, the right of the shareholder is not in any way affected. The company is not being wound up in terms of the provisions of the Companies Act, 2013 and the respective companies continue to function. The purpose of arbitration is only to give effect to the Memorandum of Understanding executed between the parties and that the failure of the 2<sup>nd</sup> respondent to abide by the terms and conditions of the same had led to the initiation of the proceedings. He further pointed out that the petitioner was impleaded in the arbitration proceedings without



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any objection and hence will have to await for the outcome of the arbitration case and cannot seek to interdict the orders passed under Section 16 of the Act, through an original petition under Article 227 of the Constitution of India. He further pointed out that the order of arbitration rejecting an application can be interfered only if it is ex facie illegal and without jurisdiction and perverse. In support of his contention relied on the decision of the Hon'ble Supreme Court in **Bhaven Construction Through Authorised Signatory Premjibhai K. Shah v. Executive Engineer Sardar Sarovar Narmada Nigam Limited and Another** [(2022) 1 SCC 75] and **MCm Worldwide Private Limited v. Construction Industry development Council** [2026 SCC OnLine SC 717 { 2026 INSC 425 }].

6. I have considered the rival submissions raised across the Bar and the orders passed by the Arbitrator under Section 16 of the Act.



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7. Section 16 of the Arbitration and Conciliation Act, 1996, enables the Arbitrator to rule on its own jurisdiction. Therefore, notwithstanding the fact that this Court had exercised its powers under Section 11 of the Act; by appointing an Arbitrator, the opposing party can always raise the jurisdiction of the Arbitrator to arbitrate on the claims by preferring an application under Section 16 of the Act. Once such application is filed, the Arbitrator is empowered to rule upon its competency. Sub-Section 5 of Section 16 of the Act provides that the Arbitral Tribunal shall decide on a plea referred to in Sub-Section (2) or Sub-Section (3) and, in case it rejects the plea under Sub-Section (2) or Sub-Section (3), proceed with the arbitration. Section 37 of the Act specifically deals with appealable orders. Sub-Section (2) (a) of Section 37 of the Act, states that an appeal shall lie to a court from order of the Arbitral Tribunal, accepting the plea under Sub-Section (2) or Sub-Section (3) of Section 16 of the Act. In the present case, the Arbitrator had not accepted the plea of the petitioner under



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Sub-Section (2) of Section 16 of the Act. Therefore, it is beyond doubt that the order impugned in the original petition is not appealable under Section 37 of the Act, before the District Court.

8. The further question before this Court is whether the petitioner should await a final Award being passed to avail his remedy under Section 34 of the Act or can come before this Court in proceedings under Article 227 of the Constitution of India.

9. Section 5 of the Act limits the extent of Judicial Intervention. It reads as under.

Sec- 5- Extent of Judicial Intervention-

Notwithstanding anything contained in any other law for the time being in force, in matters governed by this Part, no judicial authority shall intervene except where so provided under this Part.

Before moving forward, this court must decide whether the powers of this Court under Articles 226 and 227 of the Constitution of India are in anyway fettered by virtue of provisions of Section 5 of the Act.

10. In **SBPSCO v. Patel Engineering Limited and Another** [(2005) 8 SCC 618] a Seven Judges Bench of



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the Hon'ble Supreme Court held that once a Arbitral Tribunal or an Arbitrator is appointed, the High Court would not interfere with the proceedings of the tribunal or the arbitrator and that the party must wait to the final orders to be passed and avail the remedy under Section 37 or in terms of Section 34 of the Act.

11. In **Deep Industries v. Oil and Natural Gas Corporation limited** [(2020) 15 SCC 706]- the Hon'ble Supreme Court held that the High Court would be extremely circumspect in interfering with the orders passed by the arbitral tribunal under Article 227 of the Constitution of India. However, the supreme court clarified that the interference is restricted to orders that are passed which are patently lacking in inherent jurisdiction.

12. In **IDFC First Bank Limited v. Hitachi Mgrm Limited** [(2023) 3 High Court Cases(del) 660], a Single Bench of the High Court held that the powers under Article 226 and 227 of the Constitution of India must be sparingly invoked by the High Court. The Single Bench



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of the Delhi High Court relied on the earlier decision of that court in **Surender Kumar Singhal and others v. Arun Kumar Bhalotia and others** [2021 SCC Online (Del) 3708].

13. The issue regarding the exercise of power under Article 226 and 227 of the Constitution of India against the orders of the arbitral tribunal again came up for consideration before a three judges' bench of the Hon'ble Supreme Court in **Bhaven Constructions through Authorized Signatory Premjibhai K Shah v. Executive Engineer Sardar Sarovar Narmada Nigam Limited and Another** [(2022) 1 SCC 75]. The Hon'ble Supreme Court after an extensive consideration of the precedents on the point followed the decision in **Deep Industries**(Supra) and held that except in circumstances of exceptional rarity the High Court shall not exercise the powers under Article 226 and 227 of the Constitution of India.

14. In **MCM worldwide Private Limited v. M/c Construction Industry Development Council** [2026



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INSC 425], the Hon'ble Supreme Court held that an order passed under Section 16(2) of the Act rejecting the plea on the Jurisdiction of the Arbitrator is not in the nature of the interim award and hence not appealable.

15. Learned Counsel for the 1<sup>st</sup> respondent placed heavy reliance on the above decisions to contend that the petitioner must wait for the final award to be passed by the arbitrator.

16. However, this Court is unable to agree with the above submission. In a given case where the arbitral tribunal or the arbitrator acts beyond its Jurisdiction or for that matter a claimant initiates an arbitration on a dispute which is not arbitrable or governed by a separate mechanism provided under a statute, the opposite party is certainly entitled to raise the question of Jurisdiction and if it is rejected, can certainly approach this Court under Article 226 and 227 of the Constitution of India as the case may be. In such cases, this Court can examine the case to find out whether the dispute is arbitrable or a separate mechanism to resolve the dispute is provided



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under a statute. Hence this Court is inclined to hold that the present original petition under Article 227 of the Constitution of India is maintainable.

17. Next, it is to be decided whether the dispute now raised by the 1<sup>st</sup> respondent is arbitrable or not. This in turn will decide whether this court must exercise its jurisdiction and interfere with the order impugned. A reading of the claim petition shows that the 1<sup>st</sup> respondent has prayed for the following reliefs:-

1. Division of Pace Motors by equitable division of assets and liabilities of pace motors based on ownership proportions ie 50% each
2. Division or by out shares of Pioneer Motors( Kannur) ltd by division of assets and liabilities in accordance with share holding proportion(45% for claimant, 48 % first respondent and 7% fir Mr Purushothaman Thitta. Alternative a buy out of shares by one or more parties determined through independent valuation.
3. Payment of salary to the claimant for last 3 years
4. Discharge of the liability of 1 crore to the claimants son varun pothan
5. Allotting M.s Pioneer Motors (Kannur) Pvt Ltd to this claimant after adjusting the owelty amount if any to this claimant or otherwise.

18. A reading of the above relief shows that, essentially what is sought for is for restructuring of the



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company. The entire basis for initiation of the arbitration proceedings is the arbitration clause in the MOU signed by the respondents between themselves. Pertinently, a glance at the MOU, a copy of which is placed for perusal of this court shows that the company is not a party to the MOU. It is between the respondents 1 and 2 in their individual capacity. One of the most crucial points to be noted is that there is clause for selling the assets to the third party on a price mutually agreed upon. This is where the question of arbitrability arises.

19. Moreover, from the claim petition filed before the Arbitrator it is evident that the matter pertains to the division of the assets of the three companies in question of which the petitioner is a minority shareholder. If in a given case, a case of total lack of Jurisdiction of the arbitrator is made out, it will be wholly impermissible for this court to hold that, the petitioner must still wait till the final award is passed by the arbitrator.

20. The next question to be decided is whether the dispute regarding restructuring of a company is



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arbitrable. This question assumes importance in view of the specific plea raised by the petitioner that the subject matter of arbitration is not arbitrable.

21. As stated the basis of initiation of the arbitration proceedings is the MOU. Merely because the respondents 1 and 2 reduced their bargain into writing in the form of MOU which contains the clause for arbitration, will not lead to an inference that the subject matter is arbitrable. **Russel on Arbitration (22<sup>nd</sup> Edn) page 28 para 2.007) observed-** “ Not all matters are capable of being referred to arbitration. As a matter of English law certain matters are reserved for the court alone and if a tribunal purports to deal with them the resulting award will be unenforceable. These include matter were the type of remedy required is not one which an Arbitral Tribunal is empowered to give”.

22. In **Booz Allen and Hamilton INC v. SBI Home Finance Limited and others** [(2011) 5 SCC 532], the Hon'ble Supreme Court recognised the examples of non arbitrable disputes as (i) disputes



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relating to rights and liabilities which give rise out of criminal offences, (ii) matrimonial disputes relating to divorce, judicial separation, restitution of conjugal rights, child custody, (iii) guardianship matters, (iv) insolvency and winding up matters (v) testamentary matters (grant of probate, letters of administration and succession certificate) (vi) eviction or tenancy matters governed by special statutes where the tenant enjoys statutory protection against eviction and only the specified courts are conferred jurisdiction to grant eviction or decide the dispute.

23. In **Vidya Drolia and Others v. Durga Trading Corporation** [(2021) 2 SCC 1], the question whether the subject matter of the functioning of a company is arbitrable or not came up for consideration. The Hon'ble Supreme Court laid fourfold test for determining when the subject matter of a dispute in an arbitration agreement is not arbitrable and laid down the following test

76.1. (1) When cause of action and subject-matter of the dispute relates to actions in rem,



that do not pertain to subordinate rights in personam that arise from rights in rem.

76.2. (2) When cause of action and subject-matter of the dispute affects third-party rights; have erga omnes effect; require centralised adjudication, and mutual adjudication would not be appropriate and enforceable.

76.3. (3) When cause of action and subject-matter of the dispute relates to inalienable sovereign and public interest functions of the State and hence mutual adjudication would be unenforceable.

76.4. (4) When the subject-matter of the dispute is expressly or by necessary implication non-arbitrable as per mandatory statute(s).

76.5. The aforesaid test have to be applied with care and caution. These tests are not watertight compartments; they dovetail and overlap, albeit when applied holistically and pragmatically will help and assist in determining and ascertaining with great degree of certainty when as per law in India, a dispute or subject-matter is non-arbitrable. Only when the answer is affirmative that the subject-matter of the dispute would be non-arbitrable.

24. Yet another aspect to be considered is whether the dispute now raised before the arbitrator falls within the ambit of the powers of National Company law Tribunal. This will in turn enable this Court to decide whether the finding of the arbitrator that he has the power to decide the allotment of shares is correct or not.



25. To find out whether the dispute falls within the power of the National Company law Tribunal or not, it is important to consider two provisions under the Companies Act, 2013. Section 241(1)(a) and Section 242 of the Companies Act, 2013. It reads as under:-

**241. Application to Tribunal for relief in cases of oppression, etc.—**(1) Any member of a company who complains that—

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(b) the material change, not being a change brought about by, or in the interests of, any creditors, including debenture holders or any class of shareholders of the company, has taken place in the management or control of the company, whether by an alteration in the Board of Directors, or manager, or in the ownership of the company's shares, or if it has no share capital, in its membership, or in any other manner whatsoever, and that by reason of such change, it is likely that the affairs of the company will be conducted in a manner prejudicial to its interests or its members or any class of members, may apply to the Tribunal, provided such member has a right to apply under section 244, for an order under this Chapter.

If an application under Section 241 of the Companies Act, 2013 is received, the same must be dealt by the tribunal in exercise of powers under Section 242 of the Companies Act, 2013. Section 242 of the Companies Act, 2013 reads as under;



**242. Powers of Tribunal.**—(1) If, on any application made under section 241, the Tribunal is of the opinion—

(a) that the company's affairs have been or are being conducted in a manner prejudicial or oppressive to any member or members or prejudicial to public interest or in a manner prejudicial to the interests of the company; and

(b) that to wind up the company would unfairly prejudice such member or members, but that otherwise the facts would justify the making of a winding-up order on the ground that it was just and equitable that the company should be wound up, the Tribunal may, with a view to bringing to an end the matters complained of, make such order as it thinks fit.

(2) Without prejudice to the generality of the powers under sub-section (1), an order under that sub-section may provide for—

(a) the regulation of conduct of affairs of the company in future;

(b) the purchase of shares or interests of any members of the company by other members thereof or by the company;

(c) in the case of a purchase of its shares by the company as aforesaid, the consequent reduction of its share capital;

(d) restrictions on the transfer or allotment of the shares of the company;

(e) the termination, setting aside or modification, of any agreement, howsoever arrived at, between the company and the managing director, any other director or manager, upon such terms and conditions as may, in the opinion of the Tribunal, be just and equitable in the circumstances of the case;

(f) the termination, setting aside or modification of any agreement between the company and any person other than those referred to in clause (e):

Provided that no such agreement shall be terminated, set aside or modified except after due notice and after obtaining the consent of the party concerned;

(g) the setting aside of any transfer, delivery of goods, payment, execution or other act relating to property made or done by or against the company within three months before the date of the application under this section, which would, if made or done by or against an individual, be deemed in his insolvency to be a fraudulent preference;



(h) removal of the managing director, manager or any of the directors of the company;

(i) recovery of undue gains made by any managing director, manager or director during the period of his appointment as such and the manner of utilisation of the recovery including transfer to Investor Education and Protection Fund or repayment to identifiable victims;

(j) the manner in which the managing director or manager of the company may be appointed subsequent to an order removing the existing managing director or manager of the company made under clause (h);

(k) appointment of such number of persons as directors, who may be required by the Tribunal to report to the Tribunal on such matters as the Tribunal may direct;

(l) imposition of costs as may be deemed fit by the Tribunal;

(m) any other matter for which, in the opinion of the Tribunal, it is just and equitable that provision should be made.

(3) A certified copy of the order of the Tribunal under sub-section (1) shall be filed by the company with the Registrar within thirty days of the order of the Tribunal.

(4) The Tribunal may, on the application of any party to the proceeding, make any interim order which it thinks fit for regulating the conduct of the company's affairs upon such terms and conditions as appear to it to be just and equitable.

(4A) At the conclusion of the hearing of the case in respect of sub-section (3) of section 241, the Tribunal shall record its decision stating therein specifically as to whether or not respondent is a fit and proper person to hold the office of director or any other officer connected with the conduct and management of any company.]

(5) Where an order of the Tribunal under sub-section (1) makes any alteration in the memorandum or articles of a company, then, notwithstanding any other provision of this Act, the company shall not have power, except to the extent, if any, permitted in the order, to make, without the leave of the Tribunal, any alteration whatsoever which is inconsistent with the order, either in the memorandum or in the articles.

(6) Subject to the provisions of sub-section (1), the alterations made by the order in the memorandum or articles of a company shall, in all respects, have the same effect as if they had been duly made by the company in



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accordance with the provisions of this Act and the said provisions shall apply accordingly to the memorandum or articles so altered.

(7) A certified copy of every order altering, or giving leave to alter, a company's memorandum or articles, shall within thirty days after the making thereof, be filed by the company with the Registrar who shall register the same.

(8) If a company contravenes the provisions of subsection (5), the company shall be punishable with fine which shall not be less than one lakh rupees but which may extend to twenty-five lakh rupees and every officer of the company who is in default shall be punishable 1\*\*\* with fine which shall not be less than twenty-five thousand rupees but which may extend to [one lakh rupees]

The reading of Section 242 of the Companies Act, 2013 shows that the powers of the tribunal are extensive in nature. As stated afore, the 1<sup>st</sup> respondent has basically claimed restructuring of the company including change of Managing Director and division of assets of the company including the sale to the third parties. The arbitrator on the other hand proceeds to hold that she has the power to entertain the claim and decide on the division of shares. It is at this point; the conflict of Jurisdiction arises especially since a specialized forum is created under the Companies Act, 2013. Unfortunately, the arbitrator could not properly comprehend the issue and erroneously rejected the objection. Therefore, when it is evident from records that, the claim before the



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Arbitrator touches upon functioning and restructuring of the companies, which falls under the exclusive jurisdiction of the National Company Law Tribunal under Section 241 read with Section 242 of the Companies Act, 2013, it is inevitable that this Court must hold that process of restructuring and re-division of the assets of the companies is of statutory in nature and cannot be a subject matter of a personal contract.

26. Albeit, this Courts finds that the dispute before the arbitrator qua the companies is essentially an intra-company dispute. Pertinently, the company is not a signatory to the MOU, whereas it is between two brothers. Moreover, the presences of a specialized statutory form like National Company Tribunal which is given exclusive power to adjudicate on the dispute touching upon the structure of the company and the rights of a minority shareholder, is a clear indication that the subject matter of the dispute is non- arbitrable. Further, it is undeniable that the disputes raised in the claim petition constitutes an action in *rem* and not in



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*personum*

27. Now what remains to be considered by this Court is whether the petitioner should wait till the outcome of the arbitration case to invoke the remedy under Section 34 of the Act. Once this Court has concluded that the scope of claim in respect of the three companies is certainly hit by the provisions of the Companies Act, 2013, there is no point in directing the arbitration proceedings to continue. In such circumstances, this Court is inclined to exercise its powers under Article 227 of Constitution of India to terminate the proceedings in respect of the three companies in question mentioned in Ext.P2 claim petition.

28. Accordingly, this Court finds that the petitioner is entitled to succeed in part and this original petition is consequently allowed. Ext.P7 order, insofar as it proceeds to reject, non-suit, the jurisdictional objection raised by the petitioner under Section 16 of the Act in relation to the three companies specifically enumerated



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in Relief No.1 of Ext.P1 claim petition, is found to be  
legally unsustainable and is therefore hereby interfered  
with. As an sequitur flowing from the aforesaid  
declaration, the arbitral proceedings presently pending  
shall, insofar as they relate to or are sought to be  
continued against the said three companies, stand  
terminated forthwith, there being no surviving arbitral  
jurisdiction exercisable against them within the contours  
of the present proceedings. Such termination, however,  
shall be confined strictly to the said entities and shall  
not, by implication or otherwise, affect the  
maintainability or continuance of the arbitral  
proceedings against any other contesting parties who  
are otherwise amenable to the arbitral process in  
accordance with law. Further, in order to obviate any  
ambiguity on the legal consequences arising from this  
adjudication, it is clarified that the findings rendered  
herein shall not be construed as a pronouncement on the  
merits of the inter se disputes, rights, obligations,  
shareholding claims, or any other corporate and



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statutory issues that may arise between the parties under the framework of the Companies Act, 2013. All such rights and remedies, available to the petitioner as well as the respondents are left expressly open and reserved, including the liberty to invoke such statutory remedies as may be available before the National Company Law Tribunal by instituting appropriate proceedings in accordance with law.

Ordered accordingly.

Sd/-

**EASWARAN S.  
JUDGE**

AMR



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**APPENDIX OF OP(C) NO. 2308 OF 2025**

**PETITIONER EXHIBITS**

- Exhibit -P1** TRUE COPY OF THE ORDER DATED 21-1-2025 IN A.R NO.169/2024 OF THIS HON'BLE COURT.
- Exhibit-P2** TRUE COPY OF CLAIM PETITION FILED BY THE 1ST RESPONDENT BEFORE THE SOLE ARBITRATOR K.P. PRASANNA KUMARI.
- Exhibit -P3** TRUE COPY OF THE WRITTEN STATEMENT FILED BY THE 2ND RESPONDENT IN THE ARBITRATION PROCEEDINGS.
- Exhibit-P4** TRUE COPY OF THE REJOINDER STATEMENT FILED BY THE 1ST RESPONDENT IN THE ARBITRATION PROCEEDINGS.
- Exhibit-P5** TRUE COPY OF THE NOTICE DATED 21-7-2025 RECEIVED BY THE PETITIONER FROM THE ARBITRATOR.
- Exhibit -P6** TRUE COPY OF THE INTERLOCUTORY PETITION FILED BY THE PETITIONER BEFORE THE ARBITRATOR.
- Exhibit-P7** TRUE COPY OF THE ORDER DATED 10-9-2025 IN M.P. NO.1/2025 IN A.C.NO.3/2025 PASSED BY THE ARBITRATOR.