R

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 31ST DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

AP.IM. 4 OF 2026

BETWEEN:

AROHA LABS PTE LTD.
A COMPANY INCORPORATED IN SINGAPORE
HAVING ITS REGISTERED OFFICE AT
7500A, BEACH ROAD, NO.04-307,
THE PLAZA, SINGAPORE 199 591
REPRESENTED BY AUTHORISED SIGNOTORY
MR. SHLOK PREM PRAKASH

EMAIL: karan@arohalabs.com
R/AT F1905 WHISPERING PLAMS XXCLUSIVES LOKHAND WALA COMPLEX KANDIVALI EAST MUMBAI- 400 101.

...PETITIONER

(BY SRI. NANDA KUMAR SENIOR ADVOCATE FOR
SRI. MOHAMMED SHAMEER.,ADVOCATE)

AND:

1 . MR. PREM DHARMANI
RESIDING AT T2, 4TH FLOOR,
1006, SRINIVASA VAIBHAV,
26TH CROSS ROAD,
HSR LAYOUT SECTOR 3,
BENGALURU 560 102.

ALSO AT F-8/7 BAIRAGARH,
FWARD BHOPAL MADHYA
PRADESH INDIA 462 030.

WITH OFFICE AT: HONEYKOMB BY
BHIVE, 649, 13TH CROSS, 27TH MAIN ROAD,

1ST SECTOR, HSR LAYOUT,
BENGALURU, KARNATAKA 560102,
BENGALURU, KARNATAKA.
EMAIL: prem6792@gmail.com

2 . MR. PRIYANSHU SHUKLA
RESIDING AT SS 31 SECTOR E LDA
COLONY KANPUR ROAD LUCKNOW
UTTAR PRADESH 226 012

WITH OFFICE AT HONEYKOMB BY BHIVE, 649,
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3 . ANUBHAV DUDWEWALA
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BEHIND ICICI BANK, KIDWAIPURI

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4 . DEEPAK KHERAJANI
RESIDING AT FLAT NUMBER 01,
APARTMENT NUMBER 933 HSR SECTOR 3
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KARNATAKA - 560 102
BENGALURU, KARNATAKA.
Email: kherajanid@gmail.com

5 . X CLUB AND KSP ENTERPRISES
REPRESENTED BY ITS PROPRIETOR

MR. PREM KUMAR DHARMANI
RESIDING AT F-8/7,
FWARD BAIRAGARH,
BHOPAL MADHYA PRADESH INDIA -462 030.
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6 . CREATO CLUB PRIVATE LIMITED
REPRESENTED BY
MR. PREM KUMAR DHARMANI

WITH OFFICE AT HONEYKOMB BY
BHIVE, 649, 13TH CROSS,
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...RESPONDENTS

(BY SRI. MANU KULKARNI, SUMUKH B. RAM A/W
SRI. CHETAN TAYAL., ADVOCATE FOR R1 TO R6)

THIS ARBITRATION PETITION-INTERIM MEASURE IS FILED UNDER SECTION 9 OF THE ARBITRATION AND CONCILIATION ACT, 1996, PRAYING TO a. GRANT AN ORDER OF TEMPORARY INJUNCTION RESTRAINING THE RESPONDENTS, THEIR AGENTS, SERVANTS, EMPLOYEES REPRESENTATIVES, OR ANY PERSON CLAIMING THROUGH OR UNDER THEM FROM USING, COPYING, MODIFYING EXPLOITING, OPERATING, PUBLISHING, COMMERCIALISING, LICENSING, TRANSFERRING, ASSIGNING, DISCLOSING, OR CLAIMING ANY RIGHT, TITLE, OR INTEREST OR OTHERWISE DEALING WITH OR CREATING ANY THIRD PARTY RIGHTS IN THE APPLICATIONS AND MATERIALS RELATING TO THE APPLICATIONS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HERETO, VIDE ANNEXURE D MASTER SERVICE AGREEMENTS DATED 20.05.2024, 01.12.2025 PENDING DISPOSAL OF THE ARBITRAL PROCEEDINGS AND ETC.

THIS AP.IM PETITION HAVING BEEN HEARD AND RESERVED ON 30.06.2026 FOR ORDER COMING ON FOR PRONOUNCEMENT THIS DAY, THIS COURT MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

CAV ORDER

1. This Arbitration petition is filed under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as `Act, 1996) seeking following reliefs:

> *''a. Grant an order of temporary injunction restraining the Respondents, their agents, servants, employees, representatives or any person claiming through or under them from using, copying, modifying, exploiting, operating, publishing, commercializing, licensing, transferring, assigning, disclosing or claiming any right, title or interest or otherwise dealing with or creating any third party rights in the Applications and materials relating to the applications more particularly described in the Schedule hereto, vide Annexure-D master service agreements dated 20.05.2024, 11.12.2025 pending disposal of the arbitral proceedings.*
>
> *b. Grant an order of mandatory injunction directing Respondent Nos. 1 to 6 to forthwith hand over and deliver to the Applicant all laptops, computers, storage devices, documents, records, code, marketing, App Store credentials, related work product and other company property belonging to the Applicant and presently in their possession, custody or control.*
>
> *c. Pass any other order as this Hon'ble Court may deem fit in the interest of justice and equity.''*

2. Schedule to the application read as under:

Schedule

> *''All right, title, and interest in and to any copyrightable material (including but not limited to software source code*

and object code), trademarks, notes, records, drawings, designs, inventions, improvements, developments, discovery and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by respondents, solely or in collaboration with others, arising out of, or in connection with the service under the master service agreement dated 13.05.2024, 20.05.2024, 30.11.2025 (produced at Annexure-D) including but not limited to the software applications by the name and style ''Amore'', ''Astha 247: AI Spiritual App'', and ''Creato'' and ''Astro'' and ''Astro 247'' and customers details in relation to the same, and any copyrights, patents, trade secrets, mask work, rights are other intellectual property rights relating to the foregoing.''

3. **Brief facts of the case of the applicant**:

3.1 That applicant is a Company incorporated under the laws of Singapore with its registered office at Singapore carrying on the business *inter-alia* of development, financing and commercialization of software applications, artificial intelligence products and technology platforms.

3.2 That applicant had engaged the services of respondent Nos.1 to 5 herein as independent consultants in terms of Master Service Agreements (hereinafter referred to as MSAs) to work on the development of multiple customer software applications. That the applicant has paid a sum of Rs.2.2 Crores to respondent Nos.1 to 5 towards development of applications and other services under the MSAs. Source code for these applications belong to the applicant. Besides, other development work was carried out on the applicant's platform with full assistance and its resources.

3.3. That in terms of the MSAs all intellectual properties including copyrighted source codes and trade secrets, developed, either solely or in collaboration during the tenure of MSAs and arising out of or in connection with the performing service under MSAs are the sole properties of applicant and are duly and wholly assigned to it.

3.4 That the applicant was looking for the ways to launch the applications that were developed in terms of MSAs including an application known as ''ASTRO 247''. That the respondent No.1 had suggested that in order to ease the regulatory issues, the developed applications could be launched through a company to be incorporated within India. In consideration, he had represented that the applicant would be provided 38% stake in the proposed company.

3.5 A Term Sheet in this regard was also executed on 07.09.2024, which indicate that subsequent to incorporation of respondent No.6 appropriate agreement with intellectual property assignment provisions would be entered into. That it is in this context, respondent Nos.1 to 5 had executed MSAs both before and after incorporation of respondent No.6, with clear understanding that intellectual properties in the applications would at all times belong to the applicant.

3.6 That accordingly respondent No.6 company was incorporated on 24.09.2024 by respondent No.1 under the provisions of Companies Act, 2013, in which respondent No.1 is holding 99.99% shares while one Ms.Kamala Dharmani a close relative of respondent No. 1 is holding 0.01% of shares.

Even after incorporation of respondent No.6, during the developmental phase of the applications, applicant continued to be the owner of the relevant intellectual properties, investing finance and regularly overseeing the activities of respondent Nos.1 to 5 in connection with the applications.

3.7 Respondent No.6 had raised invoices to the applicant for services rendered in terms of MSAs and received payment for the same from the applicant.

3.8 However, subsequent to incorporation of respondent no.6 neither 38% stake as promised was allotted nor was there any intention to allot such stake to the applicant. Representations so made were only to mislead the applicant with an intention to wrongfully usurp the intellectual properties which belonged to the applicant.

3.9 On 05.06.2026, Mr. Karan Sirdesai, Director of the applicant, issued a communication requesting respondent No.1 to finalise the transaction as per the Term Sheet. It was reiterated that the applicant had created applications including ''*ASTRO-247*'' and ''*CREATO*'' and incurred costs of developing the same, thus it was imperative to execute necessary transactions so that it continued to retain control over the sole and exclusive intellectual property.

3.10 That in response on 11.06.2026, respondent No.6 shockingly claimed that respondent No.6 is a separate legal entity and MSAs would not apply to the applications and that respondent No.6 had all the rights over the intellectual properties in the applications.

3.11 Thus, respondents had deceived the applicant with an intention of usurping its intellectual property rights in the developed applications.

3.12 That the respondent No.6 thereafter issued a legal notice along with a complaint dated 12.06.2026 that was filed by respondent No.1 before the Commissioner of Police, Bangalore. The said steps was clear case of collusion between respondent No.1 and respondent No.6 to avoid complying the obligations under MSAs.

That applicant on 12.06.2026 issued a communication calling upon respondent Nos.1 to 5 to return the applicant's property as per Article 6 of the MSA, for which the applicant had paid the purchase price. There has been no response to the said letter till date.

3.13 That the applicant being left with no other alternatives in the circumstances, issued notice dated 16.06.2026 terminating the MSAs, which have been received by respondent Nos.1 to 6.

3.14 Applicant also learnt that respondent No.6 has filed a original suit is O.S.No.4261/2026 before the City Civil Court against the applicant, Mr. Karan Sirdesai and Mr.Ninad Naik on 17.06.2026 seeking injunctive relief against initiating any arbitral proceedings for the claims pertaining to the intellectual property of the applicant.

3.15 Respondent No.6 continues to hold and operate the applications belonging to applicant which were entirely funded by the applicant. The said applications have gained significant popularity with one such application having over 10 lakhs downloads on Google Play Store. Thereby, wrongfully benefiting monetarily after the development of the said applications. Respondent No.6 has wrongfully filed a trademark application in connection with the same, despite all the relevant intellectual property rights being assigned in favour of the applicant.

3.16 Separate corporate personality of respondent No.6 is being abused as a mere facade to perpetrate fraud, evade legal obligations and shield the individuals in de-facto control from their liability.

3.17 Respondent No.1 being the alter-ego and controlling mind of the respondent No.6 is held jointly and severally liable for all the acts complained in the application. The respondent No.6 is therefore a proper and necessary party.

3.18 In view of the aforesaid backdrop and conduct of the respondents, attempting to misappropriate the applications and associated intellectual property, there is grave urgency for the applicant to be granted protective interim reliefs.

3.19 That clause 13 of said MSAs provide arbitration clause for arbitration under the aegis of Singapore International Arbitration Centre with the seat of arbitration at Singapore. That as per clause 13.1.7 of the MSAs, applicant is permitted to approach any Court seeking interim relief.

3.20 In the instant case, the office and principal place of business of respondent No.6 are admittedly based in Bengaluru and respondent Nos.1 to 5 are also working for respondent No.6, out of a co-working space based in Bengaluru. That cause of action arose within the jurisdiction of this Court. As such this Court has jurisdiction to entertain the present application.

Hence this petition.

<u>Case of respondent Nos.1 and 4:</u>

4. Statement of objections is filed by respondent Nos.1 and 4 contending *interalia;*

4.1 That this Court has no jurisdiction to entertain the present petition under Section 9 of the Act, 1996.

4.2 That since the MSAs provide for Singapore International Court of Arbitration (SIAC), with the seat of Arbitration in Singapore, Courts at Singapore alone have exclusive supervisory jurisdiction.

4.3 That even if the residual jurisdiction exists, the doctrine of *forum non-convenient* requires rejection of the petition.

That the Courts of the seat of arbitration are fully empowered to grant equivalent interim measures.

4.4 Relief as sought amounts to mandatory injunction in the nature of final relief which cannot be granted at the interlocutory stage.

4.5 Petition is also premature as mandatory 30 days amicable settlement period stipulated under clause 13.1.1 of MSAs has not been exhausted prior to filing of the present petition.

4.6 That since arbitral proceedings seated at Singapore this court being a Domestic Court exercising curial jurisdiction cannot determine the question of arbitrability, scope of the arbitration clause or reliefs available under the MSAs solely with reference to Indian law when the governing law of the seat is Singapore Law.

4.7 That the applicant has failed to specifically plead and prove Singapore law as a fact. In the absence of such pleading and proof by the applicant, case on the applicability and scope of arbitration clause and the entitlement to the relief sought is fundamentally incomplete and cannot be proceeded upon.

4.8 Respondent No.1 was engaged by the applicant under a MSA dated 30.05.2024 in the capacity of lead consumer GTM with the scope of service being limited to marketing and not for development of any software product or application. The only intellectual property that could arise in connection with such service would be marketing collateral and related materials and not software, source code or any product application.

4.9 Respondent No.4 along with respondent Nos.2, 3 and 5 was engaged for design, development and enhancement of applicant's own product Klok-AI. The MSA executed between applicant and respondent No.5 on 14.04.2026 pertains exclusively to AI consulting service in connection with Klok-AI.

4.10 That the service rendered by respondent No.2 to 5 under MSAs is in respect of Klok-AI, which is applicant's own product. Not a single MSA executed between the applicant and any other respondent Nos.1 to 5 refers to ASTRO-247 as a subject matter deliverable to scope of the work.

4.11 That the payments made under MSAs were towards the development and enhancement of applicant's own product and not towards the development of Astro-247. Claim of the applicant regarding payment of Rs.2.2 Crores for development of application is denied. That the amounts paid to respondent No.1 under MSA dated 13.05.2024 were towards marketing service amounted to SGD 1,61,972 approximately 1.18 Crores Indian Rupees.

4.12 All the developments performed by the respondent Nos.2 to 5, under their respective MSAs were carried out exclusively on applicant's own platform and using applicant issued email IDs.

4.13 That upon issuance of termination notices dated 16.06.2026, applicant has disabled all such email IDs and accordingly all source code and work product pertaining to Klok-AI is already within the exclusive possession and control of applicant. Personal equipment used by respondent Nos.1 to 5 in performance of their respective MSA service is their personal property and was never paid for by the applicant. Nothing is in possession of respondent Nos.1 to 5 that belongs to applicant.

4.14 That the director of applicant Mr. Karan Sardesai was negotiating with respondent No.1 to acquire commercial stakes in "ASTRO 247" by investing into respondent No.6 thereby acknowledging the fact that "ASTRO 247" was independent property of Respondent No.6.

4.15 That respondent No.6 was incubated by CIIE initiatives and independent state funded venture institution. As such, allegation of respondent No.6 being a shell entity or alter ego of respondent No.1 is denied.

4.16 "ASTRO 247" was never a deliverable or subject matter of any MSA service and thus falls entirely outside the scope of IP assignment clause.

4.17 That "ASTRO 247" was independently conceived and developed by respondent No.6 using its own resources independently of the applicant and outside the scope of any MSAs obligation. The commercial discussion between the parties regarding potential investment by applicant into respondent No.6 were genuine business negotiations that ultimately did not culminate in any binding agreement.

4.18 Respondent Nos.1 to 5 are not liable for applicant's unilateral decision to make investment without executing binding document. Term sheet was valid only for a period of 30 days from its execution, within which period no binding document was executed between the parties. The Term Sheet accordingly has lapsed. Term sheet was executed on 07.09.2024 prior to incorporation of respondent No.6 company on 24.09.2024. Execution of MSAs before and after incorporation of respondent No.6 demonstrates that IP in the applications would at all times belong to applicant is false.

4.19 Any work carried out by respondent Nos.2 to 5 on the applicant's platform after period reference was in connection with the applicant's own product Klok-AI and not in connection with "ASTRO 247".

4.20 It is for the first time by email dated 05.06.2026, applicant claimed ownership over "ASTRO 247". All contemporaneous communications between the applicant's director and respondent No.1 prior to 05.06.2026 reflect ongoing investment discussion by applicant to acquire a commercial stake in "ASTRO 247".

Case of respondent No.6

5. Respondent No.6 has filed separate statement of objections wherein apart from reiterating the averment made by respondent No.1 and 4 as above, it is contended *interalia*;

5.1 That respondent No.6 is not party to any of the MSAs and never consented to arbitration. Respondent No.6 being a non-signatory to an Arbitration agreement no petition against respondent No.6 is maintainable by reason of its alleged association with the signatories.

5.2 Group of companies doctrine has not been recognised under Singapore Law. Respondent No.6 cannot be drawn into arbitral proceedings or proceedings ancillary thereto.

5.3 The allegation of respondent No.6 being alter ego of respondent No.1 is a disputed question of fact which cannot be gone into at the interim stage.

5.4 This Court is required to determine the arbitrability of the present dispute with reference to respondent No.6 applying Singapore Law, which does not permit extension of arbitration clause to respondent No.6.

5.5 Relief sought in the present petition concerning respondent No.6 would have the effect of restraining it from operating as "ASTRO 247" in its entirety which is an independently developed commercial operating platform with over 45 lakhs users, registered trade marks and a formal institutional investor. Such relief could affect not merely the parties to MSAs but a wide class of third parties including respondent No.6 investors, employees, users and commercial counterparts.

5.6 Dispute whose resolution would have an *erga omnes* effect and concern rights in *rem* as against the world at large are not suitable for resolution through arbitration and are accordingly non-arbitrable.

5.7 Applicant cannot assert its intellectual property ownership over ASTRO 247 in the absence of written agreement in writing as mandated under Section 19(1) of the Copyright Act, 1957. No such agreement is entered into between applicant and respondent No.6.

5.8. That respondent No.6 was incorporated on 24.09.2024. It is an independent commercial entity. ASTRO 247, an AI based astrology platform, was independently conceived, designed and developed by respondent No.6 using its own resources and technology, infrastructure, maintained under its own GitHub repositories at GitHub.com/Creative Apps.

5.9 That on 01.04.2026 it has executed a formal incubation agreement with CIIE initiatives pursuant to which shareholding pattern of respondent No.6 was modified with CIIE initiative acquiring stake therein. As such, the characterization of respondent No.6 as a shell company, alter ego, or corporate facade is misconceived.

5.10 That the applicant engaged respondent No.6 as vendor for specific services, including development of applicant's own product 'Aegion' and for providing AI and IT training services to applicant's employees. The invoices raised by respondent No.6 produced at Annexures-G and H are towards the development of Aegion on applicant's own product identified in its Annexure-C and for AI and IT training services of its employees at the office of respondent No.6 and not with reference to "ASTRO 247" or its development.

5.11 That the respondent No.6 operates "ASTRO 247" as its lawful and independent owner. Commercial success of "ASTRO 247" including its over 45 lakhs downloads on Google Play Store is the result of respondent No.6's own independent efforts, investment and development. Trademark applications filed by respondent No.6 are in respect of marks that are the exclusive and independent property of respondent No.6.

5.12 Issuance of legal notice dated 12.06.2026, filing of police complaint and suit in O.S.No.4261/2026 is in exercise of its rights as an independent owner of "ASTRO 247" and its associated intellectual property.

Contending as above, sought for dismissal of the application.

<u>Submissions</u>:

6. Sri. Nandakumar, learned Senior Counsel appearing for the applicant submitted:

6.1 That proviso to sub-section (2) of Section 2 of the Act, 1996 permits filing of an petition for interim measures under Section 9 of the Act, 1996 even if the place of arbitration is outside India.

6.2 The term ''*any Court*'' used in Clause 13.1.7 of the MSAs, allows the parties to approach any Court and term ''*applicable law*'' used therein, is the law of the Court which is approached for grant of interim relief.

6.4 That the parties have consciously not excluded the jurisdiction of Indian Courts to seek relief under Section 9 of the Act, 1996.

6.5 Indian law is presumed to apply even when the seat of Arbitration is in Singapore unless any inconsistency between Indian and Singapore law is pointed out. No such inconsistency has been pointed out by the respondents.

6.6 Under SIAC Rules, there is no bar for granting relief on an petition filed under Section 9 of the Act, 1996. That Rule 45.2 of SIAC Rules, 2025 itself permits filing of an petition for interim relief before any Court even though there are provisions for emergency arbitration. There is no incompatibility.

6.7 Even if emergency arbitration is initiated, same requires filing of an petition under Section 9 of the Act, 1996 before this Court for enforcing any award that may be passed in such emergency arbitration proceedings.

6.8 That respondent No.1 is holding 99.99% of the shares while the other director is holding 0.01% of shares in respondent No.6-Company, which is alter ego of respondent No.1 for all practical purposes, as such, respondent No.6 is bound by the MSA entered into by respondent No.1 with the applicant.

6.9 Corporate veil of respondent No.6 is required to be lifted as respondent No.1 and respondent No.6 are a single economic reality.

6.10 That the source code for the applications including "ASTRO 247" and development work in relation thereto was carried out on the applicant's platform since July, 2024.

6.11 All intellectual property including copyrighted sources, codes, and trade secrets developed either solely or in collaboration were in furtherance to performance of services in terms of the MSAs.

6.12 Respondent No.6 failed to provide stake of 38% to the applicant as represented by respondent No.1, instead respondents used the said trust to usurp right of the applicant over the intellectual property that exclusively belonged to the applicant.

6.13 Google Play Store on which the applications including "ASTRO 247" were launched clearly identifies the usage of applicant's platform which is not denied.

6.14 Respondent No.1 is using respondent No.6 as corporate personality as a facade to perpetrate fraud, evade legal obligations, who is in de-facto control of the said entity.

6.15 That the admission of respondents in the statement of objections of they entering into incubation agreement with CIIE initiatives on 01.04.2026, shows the intention to alienate the intellectual property in the applications.

6.16 Their contention of they modifying the source code of the application using GitHub chats further indicate the urgency to protect the rights of the applicant.

6.17 That the respondent Nos.2 to 5 were admittedly engaged for development of applications and they were reporting to respondent No.1. There was no segregation of applications on which respondents worked as being claimed by the respondents.

6.18 He relies upon the following judgments in support of his submissions:

1. PASL WIND SOLUTIONS PRIVATE LIMITED V GE POWER CONVERSION INDIA PRIVATE LIMITED reported in (2021)7 SCC 1

2. RAFFLES DESIGN INTERNATIONAL INDIA PRIVATE LIMITED reported in 2016 SCC ONLINE DEL 5521.

3. SHANGHAI ELECTRIC GROUP CO LTD V RELIANCE INFRASTRUCTURE LIMITED reported in O.M.P(I) (COMM) 433/2020

4. SHANGHAI ELECTRIC GROUP CO. LTD., V RELIANCE 1 INFRASTRUCTURE LIMITED reported in 2024 SCC ONLINE DEL 1606

5. RELIANCE INFRASTRUCTURE LIMITED V SHANGHAI 1 ELECTRIC GROUP CO. LTD reported in SLP (CIVIL) DIARY NO.14788/2024

6. ARIF AZIM CO LTD. V M/S MICROMAX 1 INFORMATICS FZE, reported in 2024 INSC 850

7. INDUS MOBILE DISTRIBUTION (P) LTD DATAWIND INNOVATIONS (P) LTD reported in (2017) 7 SCC V 27 678

8. BHARAT ALUMINIUM CO. V KAISER ALUMINUM TECHNICAL SERVICE INC reported in (2013) 9 SCC 552

9. BGS SGS SOMA JV V NHPC LIMITED REPORTED IN (2020) 4 SCC 234 EMKAY GLOBAL FINANCIAL SERVICES LIMITED V GIRDHAR SONDHI reported in (2018) 9 SCC 49

10. BRAHMANI RIVER PELLETS LIMITED V KAMACHI 5 INDUSTRIES LIMITED reported in (2020) 5 SCC 462.

11. COX AND KINGS LIMITED V. SAP INDIA PRIVATE LIMITED AND ANR., reported in (2024) 4 SCC 1.

12. OIL AND NATURAL GAS CORPORATION LIMITED V. DISCOVERY ENTERPRISES PRIVATE LIMITED AND ANR., reported in (2022) 8 SCC 42.

13. A C CHOKSHI SHARE BROKER PRIVATE LIMITED V. JATIN PRATAP DESAI AND ANR., reported in (2025) 5 SCC 321.

14. PURPLE MEDICAL SOLUTIONS PRIVATE LIMITED V. MIC THERAPEUTICS INC. AND ANR., reported in (2015) 15 SCC 622

15. GIRISH MULCHAND MEHTA AND ORS. V. MAHESH S. MEHTA AND ORS., reported in MANU/MH/1458/2009.

16. CHUNILAL KAPOORCHANJI SHAH AND ORS. V. YUVRAJ INDUSTRIES LIMITED AND ORS., reported in MANU/GJ/0976/2009.

17. BLUE COAST INFRASTRUCTURE DEVELOPMENT PVT. LTD. V. BLUES COAST HOTELS LTD. AND ANR., reported in 2020 SCC OnLine Del 1897.

18. RAO AND SAPRU FILMS PVT. LTD., reported in 2025: BHC:-OS:23588.

19. MIDAS HYGINE INDUSTRIES (P) LTD. V. SUDHIR BHATIA AND OTHERS, reported in (2004) 3 SCC 90.

20. DEVTREE CORP LLP V BHUMIKA NORTH GARDENIA reported in MFA No. 2978 of 2024 (HIGH COURT OF KARNATAKA).

21. DEVTREE CORP LLP V BHUMIKA NORTH GARDENIA reported in SLP (C) NO. 26760/2024".

22. AIRCON BEIBARS FZE V HELIGO CHARTERS PRIVATE LIMITED reported in (2017 SCC ONLINE BOM 631 (SINGLE JUDGE.

23. HELIGO CHARTERS PRIVATE LIMITED V. AIRCON BEIBARS reported in FZE 2018 SCC ONLINE BOM 1388 (DIVISION BENCH).

24. TUF METALLURGICAL PRIVATE LIMITED CASE OF ANDHRA PRADESH HIGH COURT reported in (2025 SCC ONLINE AP 13 (DIVISION BENCH).

25. COX AND KINGS LIMITED V. SAP INDIA PRIVATE LIMITED AND ANR., reported in (2024) 4 SCC 1.

7. Sri. Manu Kulakarni, learned counsel appearing for the respondents submitted;

7.1 That respondent No.6 not being a party-signatory to arbitration agreement cannot be dragged into the arbitration proceedings.

7.2 That Singapore law, being the law of the seat governs the arbitrability at the pre-award and post-award stages.

7.3 That the applicant has neither pleaded nor placed any material particulars, provisions or judicial precedent regarding Singapore law being applicable in relation to *non-signatory, alter-ego, or group of companies doctrine.*

7.4 Sub-section (2) of Section 2 of Act, 1996, confines Part I of the Act including Section 9 of the Act, 1996 to arbitration seated in India. However, provisions of Sections 9, 27 and clause (b) of sub-section (1) and sub-section (3) of Section 37 would only apply to foreign seated international commercial arbitration, subject to an agreement to the contrary.

7.5 That the arbitration clause being relied upon by the applicant providing for applicability of Singapore law and Singapore being the seat of arbitration, itself constitutes an agreement to the contrary within the meaning of proviso to sub-section (2) of Section 2 of the Act, 1996.

7.6 Singapore law does not recognize *group of companies doctrine* as basis for extending arbitration clause to a non-signatory. As such, even if the applicant were to pursue its claim before the Singapore Seated Tribunal, it would not be entitled to any final relief against respondent No.6.

7.7 No interim relief can be granted against respondent No.6 on the basis of *alter ego, corporate veil* and *single economic reality* and *group of companies doctrine*.

7.8 Lifting of corporate veil on disputed question of facts cannot be undertaken at the interim stage, even while the applicant has failed to make out a *prima facie* case.

7.9 That Section 11 of the Singapore International Arbitration Act, 1994 provides that a dispute by arbitration may be determined if agreed by the parties unless it is contrary to public policy to do so. That the public policy referred to in Section 11 is not confined to public policy of Singapore. It extends to foreign public policy where it arises in connection with the essential element of arbitration agreement including the question of who may be bound by it.

7.10 Dispute resolution which carries an *erga omnes* effect concerning rights in *rem* are not suitable for resolution through arbitration as such non-arbitral.

7.11 Relief against respondent No.6 could restrain it from operating "ASTRO 247" in its entirety, which would affect all stake holders of respondent No.6.

7.12 Reliefs sought against respondent No.6 are not preservatory or protective in nature. They are in the nature of final relief which cannot be granted in the interlocutory proceedings.

7.13 All assets relating to ASTRO 247 including its domain names, web applications, website and trademarks exclusively belong to respondent No.6.

7.14 Respondent No.6 has filed trademark application for applications namely; "ASTRO 247", "ASTHA 247" in its own name, well before applicant even asserted any claim of ownership over the same.

7.15 There is no assignment of copyright in writing as required under Section 19(1) of the Copyright Act, 1957. The claim of applicant on the intellectual property in "ASTRO 247" is therefore unsustainable. "ASTRO 247" continues to vest in respondent No.6.

7.16 Invoices presented by the applicant indicate training services alone and no connection with "ASTRO 247".

7.17 He relied upon the following judgments in support of his case.

1. ASHWANI MINDA AND JAY USHIN LIMITED VS. U-SHIN LIMITED AND MINEBEA MITSUMI INC., reported in 2020 SCC ONLINE DEL 721.

2. ARIF AZIM COMPANY LIMITED V. MICROMAX INFORMATICS FZE, reported in (2025) 9 SCC 750

3. MANKASTU IMPEX PRIVATE LIMITED V. AIRVISUAL LIMITED, reported in (2020) 5 SCC 399.

4. DELHI AIRPORT METRO EXPRESS PRIVATE LIMITED (INDIA) V. CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES AND ANOTHER, reported in 2025 SCC ONLINE DEL 10072

5. C.N. RUDRAMURTHY K. BARKATHULLA KHAN AND OTHERS, reported in (1998) 8 SCC 275.

6. CHANNEL TUNNEL GROUP LTD. AND ANOTHER V. BALFOUR BEATTY CONSTRUCTION LTD. AND OTHERS, reported in [1993] 1 ALL ER 664.

7. BORDEN, INC. V. MEIJI MILK PRODUCTS CO., LTD., 919 F.2D 822 reported in (2D CIR. 1990)

8. TECHNIP SA V. SMS HOLDING (P) LTD. AND OTHERS, reported in (2005) 5 SCC 465.

9. SHIN-ETSU CHEMICAL CO. LTD. V. AKSH OPTIFIBRE LTD. AND ANOTHER, reported in (2005) 7 SCC 234.

10. NATIONAL THERMAL POWER CORPORATION V. SINGER COMPANY AND OTHERS, reported in (1992) 3 SCC 551.

11. SORIN GROUP ITALIA S.R.L. V. NEERAJ GARG, reported in 2023 SCC ONLINE DEL 3512.

12. VIDYA DROLIA AND OTHERS DURGA TRADING CORPORATION, reported in (2021) 2 SCC 1.

13. BOOZ ALLEN & HAMILTON INC. V. SBI HOME FINANCE LTD. AND OTHERS, reported in (2011) 5 SCC 532

14. COX AND KINGS LIMITED V. SAP INDIA PRIVATE LIMITED AND ANOTHER, (2024) 4 SCC 1

15. MANUCHAR STEEL HONG KONG LIMITED V. STAR PACIFIC LINE PTE LTD, reported in [2014] SGHC 181.

16. FIVE OCEAN CORPORATION V. CINGLER SHIP PT LTD. reported in [2015] SGHC 311.

17. KUDLA RAMPAGE V. HARSHENDRA KUMAR D., reported in W.P. NO. 22528 OF 2025 (GM-CPC), HIGH COURT OF KARNATAKA

18. DORAB CAWASJI WARDEN V. COOMI SORAB WARDEN, reported in (1990) 2 SCC 117

19. PERCEPT D'MARK (INDIA) (P) LTD. V. ZAHEER KHAN, reported in (2006) 4 SCC 227.

20. ANUPAM MITTAL V WESTBRIDGE VENTURES II INVESTMENT HOLDINGS, reported in [2023] SGCA 1.

21.RENUSAGAR POWER CO.LTD. V GENERAL ELECTRIC CO., reported in 1994 Supp (1) SCC 644.

8. Heard. Perused the records.

Points:

9. Points that arise for consideration are;

9.1 Whether the petition under Section 9 of the Act, 1996 as filed by the applicant is maintainable before this Court in the light of proviso to sub-section (2) of Section 2 of Act, 1996?

9.2 Whether in view of the contentions urged by the parties, the petition under Section 9 of the Act, 1996 is maintainable against respondent No.6-Company, which admittedly is a non signatory to arbitration agreement?

9.3 Whether the applicant has made out a case for grant of interim relief against the respondents?

Discussion and analysis:

10. Regarding point No.1:

> *Whether the petition under Section 9 of the Act, 1996 as filed by the applicant is maintainable before this Court in the light of proviso to sub-section (2) of Section 2 of Act, 1996?*

10.1 Admittedly, the dispute is between applicant, a Singapore based company and respondent Nos.1 to 5 who are the signatories to the MSAs and residents of India. Service contemplated under MSAs pertains to development, commercializing of software applications, artificial intelligence, marketing, and all incidental and ancillary commercial purposes.

10.2 Clause 13 of the MSAs providing for arbitration of matters, reads as under:

> ***''13. Governing Law, Legal & Arbitration Matters***
>
> *This Agreement shall be governed by and construed in accordance with the laws of Singapore.*
>
> *13.1. Dispute Resolution.*
>
> *13.1.1. All disputes and differences arising out of or in connection with any of the matters set out in this agreement (''**Disputes''**), including any question regarding the existence, validity or termination of this agreement, if not resolved by amicable settlement within 30 (thirty) days from the dispute, shall be referred to and administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of Singapore*

> *International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.*
>
> *13.1.2 The arbitrator shall reach and render a decision in writing with respect to appropriate award to be rendered are remedy to be granted pursuant to the dispute.*
>
> *13.1.3 To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto*
>
> *13.1.4 The arbitration shall be conducted in English and the seat of arbitration shall be Singapore.*
>
> *13.1.5 The arbitral tribunal shall consist of the sole arbitrator mutually appointed by the Parties to the dispute. In the event of the Parties are unable to mutually appoint the sole arbitrator, such sole arbitrator shall be appointed by the presiding President of the Court of Arbitration of Singapore International Arbitration Center.*
>
> *13.1.6 The arbitrator shall be entitled to award costs of the arbitration.*
>
> *13.1.7 Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court (including, without limitation, to the extent available under Applicable Law, a temporary restraining order or preliminary injunction).*

10.3 Thus, the present case falls within the definition of *international commercial arbitration*, as defined under the Act, 1996. The law governing the arbitration is that of Singapore and seat of arbitration also being at Singapore.

<u>Position of law:</u>

10.4 Sub-section (2) of Section 2 of the Act, 1996 reads as under:

"(2) This Part shall apply where the place of Arbitration is in India:

Provided that subject to an agreement to the contrary, the provisions of sections 9, 27 and clause (b) of sub-section (1) and sub-section (3) of section 37 shall also apply to international commercial arbitration, even if the place of arbitration is outside India, and an arbitral award made or to be made in such place is enforceable and recognised under the provisions of Part II of this Act".

10.5 Plain reading of the aforesaid provision indicate that provisions of Sections 9, 27, Clause (b) of sub-section(1) and sub-section(3) of Section 37 shall also be applicable to the *international commercial arbitration*, even if the place of arbitration is outside India, and an arbitral award made or to be made in such place is enforceable and recognised under the provisions of Part II of the Act, 1996, subject however to an agreement to the contrary.

10.5 On the question as to what constitutes "an agreement to the contrary" in the instant case, the only vehement submission made by learned counsel for respondents in this regard is that, the very agreement entered into between the parties, as contained in the arbitration clause of the MSAs subjecting the arbitration proceedings to be governed under the laws of Singapore with the seat of arbitration being at Singapore, itself constitutes ''an agreement to the contrary'' within the meaning of proviso to sub-section (2) of Section 2 of the Act, 1996.

10.6 This contention cannot be countenanced inasmuch as the very amendment to sub-section (2) of Section 2 of the Act, 1996 by inserting the proviso by amendment Act 3 of 2016 effective from 23.10.2015 was to make provisions of Sections 9, 27 and Clause (b) of sub-section(1) and sub-section(3) of Section 37 of Part I of Act, 1996 be applicable to the *international commercial arbitration*, even if the place of arbitration is outside India. Therefore, mere existence of an arbitration clause providing place of arbitration outside India itself cannot be construed as ''an agreement to the contrary''. In other words, parties are required to expressly agree and provide that provisions of Sections 9, 27 and Clause (b) of sub-Section(1) and sub-Section(3) of Section 37 of Part I of Act, 1996 are not applicable to the terms of the agreement.

10.7 Though learned counsel for the applicant has relied upon several judgments with regard to applicability of proviso to sub-section (2) of Section 2 of Act, 1996 with respect to International Commercial Arbitration when the place of arbitration is outside India, suffice to refer to the following two judgments;

(i) The Hon'ble Apex Court in the case of ***PASL Windows Solutions Pvt. Ltd.*** reported in ***(2021) 7 SCC 1*** at paragraph No.38 has held as under:

> ***38.*** *As a matter of fact, the reason for the insertion of the proviso to Section 2(2) by the Arbitration and Conciliation (Amendment) Act, 2015 was because the judgment in Bhatia International v. Bulk Trading S.A., (2002) 4 SCC 105 ["Bhatia"] had muddied the waters by holding that Section 9 would apply to arbitrations which take place outside India without any express provision to that effect. The judgment in Bhatia has been expressly overruled by a five-Judge Bench in BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552 :. Pursuant thereto, a proviso has now been inserted to Section 2(2) which only makes it clear that where, in an arbitration which takes place outside India, assets of one of the parties are situated in India and interim orders are required qua such assets, including preservation thereof, the courts in India may pass such orders. It is important to note that the expression "international commercial arbitration" is specifically spoken of in the context of a place of arbitration being outside India, the consequence of which is an arbitral award to be made in such place, but which is enforced and recognised under the provisions of Part II of the Arbitration Act. The context of this expression is, therefore, different from the context of the definition of "international commercial arbitration" contained in Section 2(1)(f), which is in the context of such arbitration taking place in India, which only applies "unless the context otherwise requires". The four sub-clauses contained in Section 2(1)(f) would make it clear that the definition of the expression "international commercial arbitration" contained therein is party-centric in the sense that at least one of the parties to the arbitration agreement should, inter alia, be a person who is a national of or habitually resident in any country other than India. On the other hand, when "international commercial arbitration"*

is spoken of in the context of taking place outside India, it is place-centric as is provided by Section 44 of the Arbitration Act. This expression, therefore, only means that it is an arbitration which takes place between two parties in a territory outside India, the New York Convention applying to such territory, thus making it an "international" commercial arbitration.

(ii) High Court of Delhi, in the case of ***Raffles Designs International Pvt. Ltd., Vs Educimo Professional Education*** reported ***2016 SCC Online Delhi 5521***, dealing with question regarding applicability of sub-section (2) of Section 2 of the Act, 1996 in the international arbitration having seat of arbitration outside India, at paragraph Nos.64, 65, 69, 70, 98 to 100 has held as under:

64. The principal question to be addressed is whether by virtue of the proviso introduced in Section 2(2) of the Act, recourse to Section 9 of the Act is available in relation to the arbitral proceedings in question.

65. At this stage, it is necessary to refer to the Dispute Resolution Clause, which reads as under: -

*"**15 Governing Law and Dispute Resolution***

15.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

15.2 Any dispute, controversy, claims or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceedings which award, if appropriate, shall *determine whether and when any termination shall become effective.*

15.3 The Arbitral Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC.

15.4 Language of Arbitration. The language of the arbitration shall be in English.

15.5 Survival: The provisions contained in this Clause 15 shall survive the termination of this Agreement."

69. Plainly, this position stands amended by enactment of Section 2(II) of the Amendment Act by virtue of which Section 2(2) of the Act stands amended by introduction of a proviso that expressly provides that provisions of Section 9, 27 & 37(1)(a) and 37(3) of the Act would also apply to international commercial arbitrations even if the place of arbitration is outside India and the arbitral award is enforceable under the provisions of Part II of Act.

70. As is apparent from the plain language of the proviso, it is subject to an agreement to the contrary. In other words the proviso is applicable only if there is no agreement to the contrary; that is, there is no agreement, which excludes the applicability of sections 9, 27, 37(1)(a) and 37(3) of the Act.

98. It is seen that the parties had expressly agreed that the arbitration shall be governed by the SIAC Rules. It is relevant to note that Rule 26.3 of the SIAC Rules, expressly provides that: -

"26.3 A request for interim relief made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules."

[Rule 30.3 of SIAC Rules, 2016 is similarly worded to Rule 26.3 quoted above.]

99. This is pari materia to Article 9 of the Model Rules. The SIAC Rules must be read as a part of the agreement between the parties and the only conclusion that can be drawn is that the parties had expressly agreed that seeking an interim order from the Courts would not be incompatible with the arbitral proceedings.

100. The SIAC Rules are clearly in conformity with the UNCITRAL Model Law and permit the parties to approach the Court for interim relief. As pointed out earlier, UNCITRAL Model Law expressly provides for courts to grant interim orders in aid to proceedings held outside the State. And, the proviso to Section 2(2) of the Act also enables a party to have recourse to Section 9 of the Act notwithstanding that the seat of arbitration is outside India. Thus, the inescapable conclusion is that since the parties had agreed that the arbitration be conducted as per SIAC

Rules, they had impliedly agreed that it would not be incompatible for them to approach the Courts for interim relief. This would also include the Courts other than Singapore. It is relevant to mention that IAA is based on UNCITRAL Model Law and SIAC Rules are also complimentary to IAA/UNCITRAL Model law.

10.8 Learned counsel for the respondents on the other hand, in support of his submissions to the effect that, when the seat jurisdiction is conferred to a foreign country, only Courts thereof shall exercise exclusive jurisdiction, has relied upon the following Judgments;

(i) *M/s.Arif Azim Co. Ltd. Vs M/s. Micromax Informatics FZE* reported in *2024 INSC 850.*

(ii) *Mankatsu Impex Pvt. Ltd. Vs Airvisual Limited.,* reported in (*2020)5 SCC 399.*

(iii) *Delhi Airports Metro Express private limited (India Vs. Construcciones Y auxiliar De Ferrocarriles) and another reported in 2025 SCC OnLine Del 10072*

(iv) A*shwani Minda and Jay Ushin Limited Vs U-Shin Limited and Minebea Mitsumi Inc., reported in 2020 SCC Online Del 721.*

10.9 Hon'ble Apex Court in ***M/s. Arif Azim Co. Ltd*** *supra* as well as in the case of ***Mankatsu Impex Pvt. Ltd.*** *supra* has not dealt with scope and applicability of amended proviso to sub-section (2) of Section 2 of the Act, 1996 when the seat of arbitration is outside India. In both the cases the discussion, analysis and conclusion was with regard to general applicability of Part I of the Act, 1996.

The Hon'ble Apex Court in the said judgments has concluded that the moment ''Seat'' is determined, it would akin to an exclusive jurisdiction clause, whereby only the jurisdictional Courts of that seat alone would have jurisdiction to regulate the arbitral proceedings.

10.10 The Division Bench of High Court of Delhi in the case of ***Delhi Airports Metro Express Private Limited (India)*** *supra* at paragraphs 108, has indeed recognized applicability of Part I of the Act, 1996 to the extent provided under the proviso to sub-section (2) of Section 2 of the Act, 1996. The said paragraph 108 is extracted hereunder:

> ***108.*** *From the foregoing analysis of statutory provisions and binding judicial precedents, it emerges with unmistakable clarity that the supervisory jurisdiction over arbitral proceedings under the Act is exclusively seat centric. The juridical seat of arbitration determines the curial law and the court vested with supervisory authority. Part I of the Act applies only where the seat is situated in India; for foreign seated arbitrations, Part I is excluded, save for the limited statutory exceptions under the proviso to Section 2(2). Further, the doctrine of concurrent jurisdiction stands conclusively rejected. Once the seat is identified, courts at the seat alone exercise supervisory jurisdiction. As held in* ***BGS SOMA*** *(supra), applying the Shashoua principle, the designation of a place as the "venue" of arbitration ordinarily constitutes the seat in the absence of contrary indicia. This position has been reaffirmed in* ***Arif Azim*** *(supra), which clarifies that Indian courts lack supervisory jurisdiction over foreign seated arbitrations, irrespective of any contractual, commercial or territorial connections with India, does not alter this legal position. This settled position of law must guide the adjudication of the present case, leaving no scope for deviation based on obsolete doctrines or misconceived assertions of jurisdiction.*

(emphasis as originally supplied)

10.11 Division Bench of Delhi High Court in the case of ***Ashwani Minda*** (Supra), as seen at paragraph 36 of its Judgment, the observation made on maintainability of the application under Section 9 was in the context of a situation of non availability of efficacious remedy after constitution of arbitral Tribunal.

10.12 Thus, it is now a settled position of law that an application under Section 9 is maintainable when the seat of Arbitration is outside India in the absence of any express agreement to the contrary.

10.13 Another aspect of the matter to be noted is Rule 45.2 of SIAC Rules providing for interim conservatory relief to be sought by the party before a judicial authority not being incompatible with the Rules. The said clause read as under;

"SECTION VII. POWERS OF THE TRIBUNAL

45. Interim Relief

45.1 Unless otherwise agreed by the parties, the Tribunal may, at the request of a party, issue an order or an award granting any interim or conservatory relief it deems appropriate. The Tribunal may order the party requesting interim or conservatory relief to provide

> *appropriate security in connection with the relief sought.*
>
> *45.2 A request for interim or conservatory relief made by a party to a judicial authority is not incompatible with these Rules and shall not be considered a breach or waiver of the arbitration agreement. Any such application to a judicial authority and any decision taken thereon must be promptly notified to the Tribunal and the Registrar.*

10.14 Read in the light of aforesaid position of law, it becomes clear that, in the instant case there is ''no agreement to the contrary'' in the MSAs expressly excluding applicability of proviso to sub-section (2) of Section 2 of Act, 1996. As such, the present petition filed under Section 9 of the Act, 1996 is very much maintainable before this Court.

11. **<u>Regarding Point No.2:</u>**

> *Whether in view of the contentions urged by the parties, the petition under Section 9 of the Act, 1996 is maintainable against respondent No.6-Company, which admittedly is a non-signatory to arbitration agreement?*

11.1 Specific contentions of the applicant in this regard are that;

(a) Respondent No.6 was incorporated on 24.09.2024 at the instance of respondent No.1 for the purpose of launching of applications of applicant including "ASTRO 247".

(b) Respondent No.1 holds 99.99% shares, while the other director holds 0.01% of the shares.

(c) Term Sheet dated 07.09.2024 was entered into in furtherance to the assurance made by the respondent No.1 to allot 38% stake in respondent No.6.

(d) MSAs were entered into before and after incorporation of respondent No.6 indicating consensus to be governed by arbitration agreement.

(e) That even after incorporation of respondent No.6, applicant continued to invest and oversee the development activities of respondent No.1 to 5 in connection with the applications.

(f) That on 05.06.2026 when applicant requested respondent No.1 to formalize the transfer of shares, by a reply dated 11.06.2026 the respondent No.6-Company claimed to be a separate legal entity; MSAs would not bind on respondent No.6; and all the intellectual properties belong to it.

(g) That the respondent No.6 is the alter-ego of respondent No.1; respondent Nos.1 to 5 are using corporate veil of respondent No.6 prejudicial to the interest of the applicant and as such, respondent No.6 is a necessary party to the proceedings.

11.2 On the contrary, contentions of respondent Nos.1 to 6 are;

(a) that respondent No.6 is not signatory to MSAs and there is no consensus to be bound by terms of arbitration agreement.

(b) That respondent No.6 is not an alter ego of respondent No.1. It has executed a formal incubation agreement with CIIE initiatives (IIMA Ventures), which has acquired a stake in respondent No.6.

(c) That `*group of companies doctrine*', `*alter ego*' and `*single economic entity*' theory, is impermissible under the law of Singapore for extending an arbitration clause to a non-signatory.

(d) Section 11 of Singapore International Arbitration Act, 1994 does not confine to public policy of Singapore but extends to foreign public policy, where this arises in connection with essential element of arbitration agreement including question of who may be bound by it.

(e) That Indian public policy for this purpose extends only to fundamental policy of Indian law, the interest of India and justice or morality and does not accept binding a non-signatory through *doctrine of alter ego* on disputed question of fact at the interim stage.

(f) That the allegation of alter ego is a disputed question of fact which cannot be considered at the interim stage of Section 9 petition.

(g) Relief against respondent No.6, carrying an *erga omnes* effect concerning rights in *rem*, are not arbitrable.

(h) That the Power of Courts under Section 9 to pass order against non-parties who subsequently come into possession of property, is a principle that is confined to custodians or transferees who hold property on behalf of or derivatively from a party to the arbitration agreement. The same has no application to an independent third party asserting its own pre-existing independently created rights over the property which it claims in its own right.

Position of law with regard to

(i) non-signatory,

(ii) group of companies doctrine,

(iii) piercing the veil or alter ego,

(iv) applicability of foreign law and erga omnes effect.

11.3 The Apex Court in the case of ***Cox and Kings Ltd*** (Supra), which is relied upon by both the parties, after analyzing the domestic and international position of law on the issue of making a non-signatory as a party to the arbitration agreement, providing distinction between '*group of companies doctrine*' and '*piercing the veil*' or '*alter ego*' and taking note of position of law at Singapore, at paragraph Nos.199 and 206 has held as under:

> *199. The focus on mutual intention reflects a fundamental difference between the Group of Companies doctrine and "piercing the veil" or alter ego. In veil piercing, the separate legal identities of the parent and subsidiary companies are disregarded or nullified on equity and fairness considerations (such as to prevent fraud). Application of the Group of Companies doctrine does not result in lifting the corporate veil, and is rather based on identifying the mutual intention of the parties.*
>
> *……*
>
> *206. The conclusions from the above analysis can be succinctly put forth as follows:*
>
> *206.1. Various jurisdictions use both consensual and non-consensual legal principles to determine whether a non-signatory is a party to an arbitration agreement.*
>
> *206.2. The Group of Companies doctrine is applied irrespective of the distinct juridical identities of each member of the group when they share a common economic reality by virtue of their role in the formation, performance, and termination of the contract. The principle is based on mutual intention of all the parties to settle the dispute through arbitration.*
>
> *206.3. The acceptance of the doctrine is highly contested across jurisdictions. The doctrine was developed in France and is applied there by*

emphasising mutual consent of the signatory and non-signatory companies

206.4. On the other hand, countries like the United Kingdom and Singapore have expressly rejected the doctrine and have emphasised the fundamentality of separate legal personalities of members within the same group.

206.5. Some jurisdictions, such as Switzerland and USA have not accepted the Group of Companies doctrine in those terms. However, they invoke other legal principles to hold a non-signatory to be a party to the arbitration agreement (such as conduct, implied consent, contractual and agency principles).

206.6. American courts also solely rely on equity considerations (non-consensual) to hold a non-signatory to be party, such as when they apply equitable estoppel and veil piercing/alter ego.

11.4 From the above enunciation of law by the Hon'ble Apex Court, it is clear that Courts and the Tribunals, while considering the issue, whether or not non-signatory to be a party to the arbitration agreement, cannot take rigid stand but has to take a balance stand, considering the facts and circumstances of each case. It may adopt *''doctrine of group of companies''* or *''alter ego''* to pierce the corporate veil. The balanced approach has to be adopted without compromising on the basic principles of arbitration law, contract law, and company law to ensure that the resultant legal framework is consistent with internationally accepted practices and principles.

11.5 At paragraph No.202 of its judgment in the case of ***Cox and Kings Ltd.,*** (Supra), the Apex Court referring to the judgment of the Singapore High Court in ***MANUCHAR STEEL*** (Supra), has taken note of Singapore Courts rejecting applicability of *group of companies doctrine.*

11.6 Perusal of judgment of Singapore High Court in the case of ***MANUCHAR STEEL*** (Supra), indicate that what it has declined to recognize, as noted by the Apex Court, is "*group of companies doctrine". It* would not indicate complete rejection of concept of "*alter ego"*. It does recognize pre-action discovery under exceptional circumstances with the high threshold requirement.

11.7 The learned counsel for the respondents relied upon the Judgment of the Apex Court in the case of ***Renusagar Power Company Ltd*** (Supra), to point out that the fundamental policy of Indian law does not countenance binding a non-signatory such as respondent No.6-Company through doctrine of "*alter ego*" on disputed question of fact at interim stage.

11.8 However, what needs to be noticed is that public policy in India does not completely prohibit application of doctrine of "*alter ego*" at all. It only requires caution to be exercised while applying said doctrine at the interim stage. This policy does not appear to be incompatible with the policy of Singapore law.

11.9 As seen in the judgment of the Apex Court in the case of ***Cox and Kings*** (Supra), the Indian policy on the question of "*alter ego*" is well recognized and can be invoked in a given set of facts and circumstances with a balanced approach.

11.10 In the case of ***Anupam Mittal*** (Supra), the Court of Appeal of Singapore dealing with Section 11 of International Arbitration Act, providing for public policy and arbitrability at paragraph Nos.48, 53, 55 has held as under:

> *48. The question that immediately springs to mind is as to which public policy is referred to in s 11 of the IAA. It is our view that the public policy referred to in that section is not limited to the public policy of Singapore but extends to foreign public policy where this arises in connection with essential elements of an arbitration agreement. In s 11, the term "public policy" is not circumscribed or limited in any way and in its natural meaning may be read as referring to the public policy of any country; not only to that of Singapore. The lack of restriction in s 11 may be contrasted with s 31(4)(b) of the IAA which empowers the court to refuse to enforce a foreign award if it is contrary to the "public policy of Singapore". This is in line with Arts 34(2)(b)(ii) and 36(1)(b)(ii) of the Model Law which authorise the Singapore courts to set aside an award made under the IAA or refuse to enforce it on the basis of "the public policy of this State" [emphasis added]. Obviously, "this*

State" in the context of the Model Law as the First Schedule to the IAA means Singapore. The drafters of the Model Law might have thought that public policy at the pre-award stage should be the same as that at the post-award stage, but they did not draft any article to that effect. Thus, the drafters of the IAA were not constrained in any way when they crafted s 11.

53. An arbitration agreement derives its authority from the consensus of the parties. Therefore, it is in our view unarguable that the arbitration agreement together with the law that governs it must determine exactly what the parties have agreed to arbitrate. The arbitration agreement is the fount of the tribunal's jurisdiction. The law of the seat deals with matters of procedure but the law of the arbitration agreement deals with matters of the validity of the agreement and is, in that sense, anterior to the actual conduct of the arbitration. If in an arbitration agreement the parties agree to arbitrate a range of questions that includes, for example, the question of custody of a minor, and they also agree that the arbitration agreement is governed by a law under which custody would not be arbitrable, surely the question of custody simply cannot be arbitrated regardless of what the seat law or any other law provides. This is because the agreement from which the jurisdiction of the arbitrators is derived is governed by a law that provides that those parties cannot arbitrate the question of custody. Consequently, the tribunal would not have jurisdiction to decide a custody dispute. And the Singapore court must recognise this want of jurisdiction and give effect to it.

55 Accordingly, it is our view that the arbitrability of a dispute is, in the first instance, determined by the law that governs the arbitration agreement. If it is a foreign governing law and that law provides that the subject matter of the dispute cannot be arbitrated, the Singapore court will not allow the arbitration to proceed because it would be contrary to public policy, albeit foreign public policy, to enforce such an arbitration agreement. Further, because of the operation of s 11, where a dispute may be arbitrable under the law of the arbitration agreement but Singapore law as the law of the seat considers that dispute to be non-arbitrable, the arbitration would not be able to proceed. In both cases, it would be contrary to public policy to permit such an arbitration to take place. Prof Chan refers to this as the "composite" approach.

11.11 In other words, even the Courts of Singapore indeed recognize not only the public policy of Singapore but also public policy of any country.

11.12 On the question of applicability to foreign law principles at the time of consideration of petition under Section 9 of the Act, 1996, if the governing law of the contract is of Singapore, it is contented that Indian law is presumed to apply unless party contradicting the same is able to show any inconsistency between Indian law and Singapore law.

11.13 Applicant has relied upon the judgment of Delhi High Court in the case of ***Sorin Group Italia S.R.L*** (Supra), to contend that similarity of laws between India and Singapore is to be presumed. The burden is on the party who seeks to rebut such presumption to plead and prove the differences. Paragraph Nos.38 and 39 of the said judgment are extracted hereunder:

> ***"38.*** *From a reading of the above, it is evident that similarity of laws is a rule of presumption. It applies to general laws, including laws of Contract. It is for a party which wants to dispel such presumption, to lead evidence of foreign law. At initial stage of proceedings, there is more scope of relying upon this Rule.*
>
> ***39.*** *Applying to the above principles to the facts of the present case, in absence of anything to the contrary, it has to be presumed that laws of Italy will also prohibit a restriction on the period of limitation by contract, as is prohibited by Section 28 of the Indian Contract Act. In any case, this will be a question to be determined in the trial, and cannot be a ground for dismissing the suit at the present stage while considering an application under Rule 11 of Order VII of the CPC".*

11.14 On the question of reliefs carrying an *erga omnes* effect and concerning rights in *rem* being non arbitrable, reliance is placed on by the learned counsel for the respondents onto the judgment of the Hon'ble Apex Court in the case of ***Vidya Drolia*** (supra), wherein at paragraph No.48, it has been held as under:

> ***48.*** *A judgment in rem determines the status of a person or thing as distinct from the particular interest in it of a party to the litigation; and such a judgment is conclusive evidence for and against all persons whether parties, privies or strangers of the matter actually decided. Such a judgment "settles the destiny of the res itself" and binds all persons claiming an interest in the property inconsistent with the judgment even though pronounced in their absence. By contrast, a judgment in personam, "although it may concern a res, merely determines the rights of the litigants inter se to the res". Distinction between judgments in rem and judgments in personam turns on their power as res judicata, i.e. judgment in rem would operate as res judicata against the world, and judgment in personam would operate as res judicata only against the parties in dispute. Use of expressions "rights in rem" and "rights in personam" may not be correct for determining non-arbitrability because of the interplay between rights in rem and rights in personam. Many a times, a right in rem results in an enforceable right in personam. Booz Allen & Hamilton Inc. refers to the statement by Mustill and Boyd that the subordinate rights in personam derived from rights in rem can be ruled upon by the arbitrators, which is apposite**. Therefore, a claim for infringement of copyright against a particular person is arbitrable, though in some manner the arbitrator would examine the right to copyright, a right in rem. Arbitration by necessary implication excludes actions in rem.***
>
> *(emphasis added by this court)*

11.15 Thus, as seen above, arbitrability of dispute involving infringement of copyright is not completely prohibited. Since, the controversy in the present case amongst other, also revolves around issue regarding infringement of copyrights, whether this is arbitrable or not, whether this is right in *personam* or right in *rem* is a question that would have to be dealt with by the Arbitral Tribunal taking into consideration of the facts and contentions to be urged.

Analysis of the contentions of the parties:

11.16 The rival contentions between the parties is required to be adverted to in the light of aforesaid position of law.

11.17 In the instant case, there is no dispute that respondent No.1 entered into MSA on 13.05.2024. Respondent Nos. 2, 3 and 4 entered into separate MSAs on 20.05.2024.

11.18 Term Sheet dated 07.09.2024 was entered into between respondent No.1 and director of applicant. Term Sheet is extracted hereunder:

TERM SHEET

This Term Sheet summarizes the principal terms with respect to the proposed investment by Aroha Labs Pte Ltd (the "**Investor**") in Creato, (the "**Company**"). The completion of the transaction contemplated by this Term Sheet will be subject to, among other things, completion of due diligence, execution of binding agreements and completion of conditions. **This Term Sheet is not legally binding, except for the provisions on Confidentiality, Exclusivity, Expenses.** This Term Sheet does not constitute an offer to purchase any securities of the Company or create any obligation on the Investor to consummate the transaction contemplated by this Term Sheet.

Sl. No.	Key Term	Particulars
1.	Company	Creato (Brand Name), Creato Club Pvt. Ltd. (Incorporation in Process)
2.	Founder	Prem Dharmani
3.	Investor	Aroha Labs Pte Ltd
4.	Investment Details & Commercial Arrangement	The Investor intends to make an investment of 300k USD at a valuation of 5Mn USD.
5.	Definitive Agreements	Parties will enter into binding agreements within thirty (30) days from the date of signing of this Term Sheet, unless mutually extended in writing into definitive agreements subject to board approval.
6.	Employment Agreements	Founders and key management will enter into employment agreements with appropriate non-compete, non-solicit and IP assignment provisions.
7.	Non-compete and Non-solicit	Founders will also provide customary non-compete and non-solicit undertakings in the Definitive Agreements for a period of up to 12 (twelve) months from the later of: (i) the date of the Founder's termination/resignation from the Company; or (ii) the Founder ceasing to hold shares in the Company. The Investor will have the right to invest in any other business, including any business which is competing or similar to that of the Company.
8.	Representation, warranties and covenants	Standard representations, warranties, covenants from the Company and Founders to the Investors.
9.	Indemnification	Standard indemnities from the Company and Founders to the Investors.

11.18 Thus, the Term Sheet to an extent of provisions on Confidentiality, Exclusivity, Expenses was agreed to be binding between the parties.

11.19 There is also no dispute that the respondent No.6-Company was incorporated on 24.09.2024.

11.20 Subsequent to the incorporation of respondent No.6, respondent No.1 as Proprietor of respondent No.5 has entered into MSA on 30.11.2025.

11.21 The share holding pattern of respondent No.6 is as under:

Sl.No.	Promoters Name	No. of Shares	% of total Shares
1.	Prem Kumar Dharmani- **(respondent No.1)**	9,999	99.99%
2.	Kamala Dharmani	1	0.01%

11.22 Respondent Nos.1 and 6 have not disputed the above share holding pattern. Though it is contended that a formal incubation agreement with CIIE Initiatives (IIMA Ventures) has been entered into on 01.04.2026, in which, CIIE Initiatives acquired the stake in respondent No.6-Company, however no details in this regard are forthcoming.

11.23 There is no dispute of the fact that respondent No.6 has raised invoices on the applicant as per Annexure-G series, some of them specifically indicate that the payments have been made by the applicant to respondent No.6 with specific reference to ''Astro Marketing'' and ''Astro Mark''.

11.24 It is the specific case of the respondent Nos.1 and 6 that *''ASTRO 247'', ''AASTHA''* and *''CREATO"* and other applications are the exclusive intellectual properties developed by and belonging to respondent No.6. This claim *prima facie* runs contrary to the documents furnished by the applicant at Annexure-F series which are dated 16.07.2024, as well as the Whatsapp chat furnished by the respondent No.6 at page No.57 of the statement of objections, which are much prior to incorporation of respondent No.6. The said documents at Annexure-F series reflects name of platform as '*Aaroha-Labs/Astro-247-landing*'.

11.25 Coding sheet indicate that "*ASTRO 247"* website code has been in existence since 2 years. This has been shared and addressed between the representatives of applicant and the respondent Nos.1 to 5.

11.26 If the claim of the respondent No.6, that applications such as "*ASTRO 247", "AASTHA"* and *"CREATO"* are its own developed applications, the question would arise how the application, "*ASTRO 247*" has been referred almost a year prior to it coming into existence in the documents referred to above.

11.27 Respondent Nos.2 to 4 in their response to the termination notice, have merely pleaded ignorance on the turn of events and have iterated that they had remained committed in their allegiance and service to the applicant. They have also not denied the averments made by the applicant that respondent Nos.2 to 4 were working for and under respondent Nos.1 and 6.

11.28 Holistic reading of the factual circumstances namely;

(a) The dates of MSAs entered into between the applicant and respondent No.1, applicant and respondent Nos.2 to 4, applicant and respondent No.5, being 13.05.2024, 20.05.2024 and 30.11.2025 respectively with their scope of service in relation to incorporation of respondent No.6;

(b) Term sheet providing for investment and entering into definitive agreement with binding provisions for confidentiality, exclusivity and expenses on incorporation of respondent No.6;

(c) Admitted payment of money by applicant to respondent Nos.1 to 5 and respondent No.6 specifically referring to "*ASTRO MARKETING*" and "*ASTRO MARK*" as noted above;

(d) Reflection of name of the platform as '*Aaroha-Labs/Astro-247-landing*' in the coding sheet indicating '*ASTRO 247*' website code being in existence since 2 years prior to incorporation of respondent No.6;

are the strong *prima-facie* indicators of there being a consensus between applicant and respondent No.1 to use the respondent No.6 upon its incorporation for the purpose of launching the developed applications of the applicant. Thus, there is a considerable substance in the contentions of the applicant with regard consensus amongst the parties to treat respondent No.6, being bound by terms of arbitration agreement.

11.29 It may not be out of place to note Rule 18.1 of the SIAC Rules, 7th Edition, 1st January, 2025 which provides a provision for joinder of party or non party to a arbitration. Said provision read as under:

"18. Joinder

18.1 At the time of filing the Notice or the Response, or at any time prior to the constitution of the Tribunal, a

> *party or non-party to the arbitration may file an application with the Registrar for the joinder of one or more additional parties to an arbitration pending under these Rules as a claimant or a respondent (each, an "additional party") where:*
>
> *(a) all parties, including the additional party, have agreed to the joinder of the additional party; or*
>
> ***(b) the additional party is prima facie bound by the arbitration agreement."***

11.30 Perusal of the aforesaid clause indicate that at the time of filing of notice of Arbitration as provided under Rule 6 or response to the notice as provided under Rule 7.1 or at any time prior to constitution of the Arbitral Tribunal, a party or non-party to the arbitration may file application with the Registrar for joinder of one or more additional parties to the arbitration as claimant or as a respondent where additional party has agreed to be added as a party or even when it is *prima facie* found to be bound by the arbitration agreement. Thus, the contention of the respondents that even SIAC Rules completely prohibits joinder of a party who is non-signatory to arbitration under all circumstances cannot be accepted.

11.31 The contention of respondent Nos.1 and 6 that even the concept of "alter ego" cannot be applied as the same is rejected by the Singapore law is not demonstrated by producing any acceptable material in this regard.

11.32 In the written synopsis filed on 10.07.2026, the applicant has clarified that it has not placed reliance on the ''group of companies doctrine'' for binding respondent No.6. Instead, it has contended that respondent No.6 is bound by MSAs since respondent No.6 is respondent No.1's *alter ego* and the corporate veil of respondent No.6 must be lifted and respondent Nos.1 to 6 are a single economic entity.

11.33 Since Apex Court in the case of ***Cox and Kings*** (Supra) has provided the distinction between *group of companies doctrine* and *alter ego* and since the respondents have not bought any specific material to the notice of this Court regarding Singapore Courts not recognizing applicability of *alter ego*, this Court is of the considered view that there is no absolute bar in the Courts exercising the power of '*piercing the veil*' or '*alter ego',* even at the stage of Section 9 petition, when applicant makes out a strong *prima facie* case manifestly apparent from the records produced.

11.34 As already noted above the sharing pattern of respondent No.6 as per document at Annexure-E, indicate that respondent No.1 holding 99.99% of the share while Ms. Kamala Dharmani stated to be a close relative of respondent No.1 holding almost insignificant 0.01% of the shares.

11.35 Also pertinent to note the role played by respondent No.1 post issuance of Communications/notices by the applicant. In that, as seen from the records, it is respondent No.1 who has taken the lead in the name of respondent No.6 in issuing the notice, filing the police complaint, denying the role and responsibility of respondent No.6 arising out of MSAs. However, in the plaint in O.S.No.4261/2026, at paragraph Nos.12 to 14, respondent No.6 has sought to distance itself from the respondent No.1 to make it appear, that it has its own independent existence, when admittedly the respondent No.1 has held 99.99% of its shares. The claim of respondent No.6 being incubated by the CIIE Initiatives (IIM Ventures) with its stakes therein on and after

01.04.2026, has remained mere statement on record without any material thereof.

11.36 The aforesaid circumstances read with other materials on record such as Term Sheet, payment invoices etc., leads to an irresistible inference of respondent No.1 being the whole and soul and is in *defacto* control of the affairs of respondent No.6. Since the respondents have not produced any material on record to dispel drawing of this necessary inference, this Court do not find itself detained to draw an inference of respondent No.6 being the *alter ego* of respondent No.1.

11.37 It is however clarified that invocation of principles of *alter ego* herein is only limited for the purpose of consideration of granting interim relief, since the applicant has made out a strong *prima facie* case of respondent No.6 being part and parcel of the agreements and understandings between the parties and respondent No.1 is the person responsible for all the affairs of respondent No.6.

11.38 As an interim measure, this Court has found it necessary and imperative to undertake the exercise of applying *alter ego*. However, this being only the *prima facie* finding it is for the parties to prove and disprove this contention during the trial in the arbitration proceedings by raising all contentions on arbitrability of the issue against respondent No.6.

11.39 The respondents have not placed on record provisions of law or the precedents prohibiting arbitrability of the dispute regarding infringement of copyrights.

11.40 Thus, the petition under Section 9 of the Act, 1996 against respondent No.6 is held to be maintainable for the purpose of granting interim measure, keeping open the option to raise contentions regarding arbitrability of the dispute before the Arbitral Tribunal, which shall consider the same on its merits.

11.41 On the contention of power of this Court to grant relief under Section 9 against the respondent No.6, who is claiming its own pre-existing independently created rights over the applications, as already seen above, the applicant has made out a strong *prima facie* case regarding existence of its application, ''Astro 247'', much prior to coming into existence of respondent No.6. The distinction sought to be made between derivative rights and independent rights under the fact situation of the matter are not evincing. Therefore, the said contention in this regard is unsustainable.

12. **<u>Regarding point No.3:</u>**

Whether the applicant has made out a case for grant of interim relief against the respondents?

12.1 Admittedly, applicant has engaged respondent No.1 for the services enumerated under clause (1) of MSAs, which primarily deals with market analysis, its incidental and ancillary purposes. MSAs entered into between the applicant and respondent Nos.2 to 5 relates to AI research, development and launch of multiple applications, strategic guidance and adoption of AI and emerging technologies, AI/ML development and implementation, technical oversight, data strategy management etc.

12.2 Respondent No.1 has however contended that, it was only engaged for marketing purposes and nothing to do with development of application. Necessary to note, MSA dated 30.11.2025 has been entered into between applicant and respondent No.5-XClub and KSP Enterprises, a proprietorship firm belonging to respondent No.1 subsequent to incorporation of respondent No.6. Scope of services was related to development and implementation of AI/ML/ strategic guidance on adoption of AI, technical oversight, data strategy management etc.. A proprietorship firm is merely a trade name having no separate entity than that of its proprietor. Thus, respondent No.1 is whole and soul of respondent No.5 and cannot claim that its role was only related to marketing.

12.3 Averments and allegations made in the application regarding respondent Nos.1 to 5 being engaged by the applicant for development of application has not been specifically denied by respondent Nos.2 to 5.

12.4 Since respondent Nos.2 to 4 were working and reporting to respondent No.1 and respondent No.1 being the proprietor of respondent No.5, a *prima facie* presumption needs to be drawn on respondent Nos.1 to 5 rendering services with regard to development of applications as well as its marketing.

12.5 As regards, source code of the applications including "ASTRO 247" being carried on by the applicant's platform since the month of July 2024, the applicant has relied upon a document at Annexure-N which reflect the following;

"*play.google.com/store/apps/details?id=com.aroha.astrochat&hl=en_IN.*"

12.6 As pointed out by learned Senior counsel for the applicant, the same corresponds namely, the document produced by respondent No.6, which is a Whatsapp chat between Mr.Karan Sirdesai representing the applicant and Mr. Prem Dharmani-respondent No.1. The said WhatsApp chat produced by the respondent No.6 is dated 19.09.2024. A specific reference is made in the said Whatsapp chat with reference to application "ASTRO 247".

12.7 The invoices produced at Annexure-H series indicate payment of amounts by the applicant to respondent No.6 in respect of "Astro Marketing" and "Astro Mark" indicating payments being made by the applicant to respondent No.6 specifically in respect of application relating to "Astro Mark".

12.8 Documents at Annexure-F including coding sheet repeatedly referred to the application "ASTRO 247" having source code reference to `Aroha Labs', the applicant.

12.9 These documents have come into existence much prior to incorporation of respondent No.6 which is dated 24.09.2024. These documents establish a strong *prima facie* case of application "ASTRO 247" being in existence, relatable to the source code of the applicant much prior to incorporation of respondent No.6, which would also indicate that the respondent Nos.2 to 5 were indeed working on the development of the said application before even respondent No.6 came into existence.

12.10 Term Sheet as already noted above was in furtherance to the marketing strategy suggested by respondent No.1 to launch application "ASTRO 247" through and under the name of respondent No.6.

12.11 In the circumstances, the contention of the respondents that respondent No.1 was engaged only for the purpose of marketing and the other respondents worked only on Klok AI and that the "ASTRO 247" was independently developed by respondent No.6 and all Klok AI source code is already in the applicant's possession does not evince credibility at this stage.

12.12 Facts and circumstances narrated above, more particularly, the disclosure of respondent No.6 purportedly entering into an arrangement with CIIE initiatives with regard to shareholding stake in respondent No.6, without disclosing the details thereof, strengthens the apprehension of the applicant of the hectic attempts being made by the respondent No.6 to alienate the assets of the applicant to third party.

12.13. Dispute apparently arose on and after 12.06.2026. The applicant has approached this Court on 19.06.2026. There is no delay or complacency on the part of the applicant in approaching the Court.

12.14 Entrenched principles governing grant of interim relief namely *prima-facie, balance of convenience* and *comparative hardship* take precedent even at the stage of consideration of Section 9 petition.

12.15 Thus, the applicant has made out *prima facie* case for grant of interim relief to the extent of prayer No.(a).

12.16 As regards prayer No.(b) is concerned, applicant has sought for relief in the nature of mandatory injunction. As rightly contended by learned counsel for respondents relief of this nature cannot be granted in the interlocutory stage. The entitlement of the applicant seeking handing over and delivery of the items referred to in this prayer column requires further proof by leading cogent evidence which is of higher degree of acceptance than strong *prima facie* case. Mandatory injunction would amount to directing the respondents to hand over the items claimed by the applicant. Whereas, the interim injunctive relief is a temporary restraint on continuing to exercise exclusive and absolute right until determination of the claims of the parties. In other words, it is in the nature of preservatory relief avoiding further creation of rights or diminishing of rights.

12.17 Therefore, this Court is of the view that applicant has made out *prima facie* case to the extent of grant of relief at prayer (a) only.

13. Points raised above are answered accordingly.

14. It is made clear that the conclusion arrived at on point No.2 regarding maintainability of the petition against respondent No.6, who is a non-signatory is tentative and is only for the limited purpose of considering grant of interim measure.

15. For the aforesaid reasons and analysis, following:

ORDER

(i) Arbitration petition seeking interim measure under Section 9 of the Arbitration and Conciliation Act, 1996 is ***partly allowed***.

(ii) Respondents 1 to 6, their agents, servants, employees, representatives or any person claiming through or under them are hereby restrained by way of an interim injunction from using, copying, modifying, exploiting, operating, publishing, commercializing, licensing, transferring, assigning, disclosing or claiming any right, title or interest or otherwise dealing with or creating any third party rights in the applications and materials relating to the applications described in the Schedule to the arbitration petition.

(iii) This interim measure shall be in force for a period as contemplated under sub-rule (4) of Rule

9 of Arbitration(Proceedings before the Courts) Rules, 2001.

(iv) It is open for the respondent No.6 to raise all such contentions on the issue of arbitrability of the dispute which shall be considered by the Arbitral Tribunal on merits.

In view of the disposal of the main petition, pending interlocutory applications do not survive for consideration and same stands disposed of.

Sd/-
(M.G.S. KAMAL)
JUDGE

Assistance rendered by Ms.Rao Shivani Dinesh and Ms.Sania Niyaz Research Assistants, is appreciated and placed on record.

SBN/RU/RL