IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SAYALI DEEPAK UPASANI

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ARBITRATION PETITION NO. 117 OF 2026

Krishna Srivastava … Petitioner

V/s.

Yooil Engineering Co Ltd … Respondents

Mr. Ansh Agal with A. Pareek and A. Shirodkar i/b Jain Law Partners LLP, for Petitioner.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 01, 2026

P.C.:

1. The Applicant is seeking interim reliefs under Section 9 of the Arbitration and Conciliation Act, 1996, in terms of the prayers made in the present Petition.

2. In the year 2015, the Petitioner was appointed as the exclusive Business Development Consultant for the Respondent in relation to its Government infrastructure projects in India. Since the Respondent was based in Korea and regular travel and other practical difficulties were involved, the parties agreed that a subsidiary company would be established in India for attending to the administrative work and for carrying out the projects. The Petitioner was given the responsibility of finding suitable Indian partners. In pursuance thereof, the Petitioner helped in bringing together Jain Engineers and Inspira

Enterprises Pvt. Ltd. with the Respondent, which resulted in incorporation of Yooil Infrastructure Pvt. Ltd., now known as Yooil Envirotech Private Limited. Considering the role played by the Petitioner, the Respondent entered into a Mandate Agreement under which the Petitioner was to receive 20% shareholding out of the shares held by Respondent No.1 in Respondent No.2 company. Thereafter, the parties discussed and modified the earlier arrangement and the entitlement of the Petitioner was increased to 30% of the shareholding held by Respondent No.1 in Respondent No.2 company. The Petitioner states that even after repeated reminders and written confirmations, the Respondent did not transfer the agreed shares and also did not pay the amount which was due. Therefore, the Petitioner has approached this Court under Section 9 of the Arbitration and Conciliation Act, 1996, seeking immediate interim protection so that his rights under the agreement are protected till the arbitration takes place.

3. During the period from 2016 to 2018, the Petitioner continued to provide business development and advisory services under the agreement. It is stated that because of these services the Respondent was able to secure various Government projects in India. On 18 January 2018, the Mandate Agreement was executed between the parties, under which the Respondent agreed to allot 20% shares to the Petitioner. Thereafter, on 11 June 2018, Yooil Infrastructure Pvt. Ltd. was registered in India. On 15 June 2018, the Respondent also confirmed in writing that

20% shares were to be transferred to the Petitioner.

4. On 4 January 2023, the Petitioner issued a legal notice calling upon the Respondent to perform the Mandate Agreement. On 12 January 2023, the Respondent acknowledged receipt of the notice and suggested that the parties should discuss the issue of profit sharing. Thereafter, discussions and correspondence continued between the parties. On 25 November 2023, the Respondent confirmed its acceptance of the revised terms, which included payment of the outstanding dues as well as transfer of the shares. However, according to the Petitioner, even after giving such confirmation, the Respondent did not comply with the agreed terms. Further correspondence took place and on 4 January 2024, the Petitioner sent the final communication. As the Respondent still did not perform the agreement, the Petitioner states that the present dispute arose. The Petitioner also states that there was a possibility of the assets being dealt with or otherwise being dissipated, resulting in loss which may not be properly compensated later. He has therefore approached this Court under Section 9 of the Arbitration and Conciliation Act, 1996, seeking interim protection. Hence, the present Petition has been filed.

5. Mr. Ansh Agal, learned Advocate appearing for the Petitioner, submitted that the Respondent had accepted the revised and modified terms of the Consulting Agreement. According to him, after such acceptance, further correspondence took place between the parties concerning payment of the

professional fees and other remuneration payable to the Petitioner for the consultancy services which he had provided. It was submitted that after several communications and discussions, the Respondent, by its letter dated 4 January 2024, acknowledged and confirmed the amount which was payable to the Petitioner.

6. The material placed on record indicates that the Petitioner has a prima facie case for protection of his contractual interest in the shares of Respondent No.2 company. The correspondence referred to by the Petitioner, including the letter dated 4 January 2024, shows that there was an understanding between the parties regarding the Petitioner's entitlement to shares. The Petitioner has also relied upon the subsequent modified understanding under which his entitlement was stated to have been increased to 30%.

7. At this stage, however, the exact entitlement of the Petitioner and the final liability of the Respondent are matters which will have to be decided in the arbitral proceedings after the parties lead their evidence. This Court, while exercising jurisdiction under Section 9 of the Arbitration and Conciliation Act, 1996, is required to preserve the subject matter of the dispute so that the final award, if made in favour of the Petitioner, does not become difficult to enforce.

8. The request made by the Petitioner is for protection of the entire shareholding held by Respondent No.1 in Respondent

No.2 company. On the material available, I am not inclined to grant protection in respect of the entire shareholding. At the same time, considering the earlier agreement for 20% shareholding, the subsequent correspondence regarding increase of the entitlement to 30%, and particularly the confirmation relied upon by the Petitioner, some protection is necessary till the dispute is adjudicated by the Arbitral Tribunal.

9. In my view, protection of 30% of the shareholding held by Respondent No.1 in Respondent No.2 company would sufficiently protect the subject matter of the dispute at this stage. Such protection will also balance the interests of both sides. The Respondent will remain free to deal with the remaining shareholding, subject to its contractual and other legal obligations. The protection granted herein is only an interim measure and shall not be treated as a final finding that the Petitioner is ultimately entitled to 30% shareholding. The final rights and obligations of the parties shall be determined in the arbitration proceedings.

10. The Petitioner has also relied upon the letter dated 4 January 2024, wherein the Respondent stated:

> "Yooil Korea agrees to pay Rs. 4.5 Crores (equivalent in $) from Yooil Infrastrucutre, India revenue to shritech Consulting, Inc. as per earlier agreement and continued discussion on accepted modified agreement moving forward in good faith."

11. The said correspondence also shows that the monetary claim and the claim relating to the shareholding arise out of the same underlying arrangement between the parties. If the entire shareholding is permitted to be transferred or encumbered during the pendency of the arbitration, the relief which may ultimately be granted to the Petitioner may become difficult to implement. Therefore, a limited restraint is warranted.

12. Accordingly, the following order is passed:

13. Pending commencement and conclusion of the arbitration proceedings, Respondent No.1, its directors, officers, agents and representatives are restrained from selling, transferring, assigning, pledging, encumbering or otherwise creating any third party rights in respect of 30% of the shareholding held by Respondent No.1 in Respondent No.2, Yooil Envirotech Private Limited, formerly known as Yooil Infrastructure Private Limited.

14. The restraint shall operate only in respect of the aforesaid 30% shareholding. The Respondent shall be entitled to deal with the remaining shareholding in accordance with law, subject to the rights and contentions of the parties in the arbitration proceedings.

15. It is clarified that the protection granted by this order is an interim measure under Section 9 of the Arbitration and Conciliation Act, 1996. The same shall not be construed as a final determination of the Petitioner's entitlement to 30% shareholding or to the amount claimed by him.

16. The Petitioner shall take necessary steps for commencement of the arbitral proceedings within the period prescribed by law.

17. The Respondent shall be at liberty to place its reply and all documents before the Arbitral Tribunal, and all questions relating to the final entitlement of the Petitioner shall remain open for determination in arbitration.

18. The prayer for injunction in respect of the remaining 70% shareholding is rejected at this stage.

19. The present order is accordingly made absolute to the aforesaid limited extent.

(AMIT BORKAR, J.)