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CRP No. 1448 of 2026



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-03-2026

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 1448 of 2026

and

CMP.No.6934 of 2026

1. Raman Dhoot

S/o. Late Manohar Lal Dhoot, No.638,
Usha Nagar Extension, Sudama Nagar,
Behind Unique Hospital, Indore -
452009.

2. Raghav Dhoot

S/o.Raman Dhoot Legal Representative
of the Late Renu Dhoot No.638, Usha
Nagar Extension Sudama Nagar,
Behind Unique Hospital
Indore-452009, Madhya Pradesh

3. Radhika Dhoot

D/o.Raman Dhoot Legal Representative
of the Late Renu Dhoot No.638, Usha
Nagar Extension Sudama Nagar,
Behind Unique Hospital
Indore-452009, Madhya Pradesh

Petitioner(s)

Vs

1. Flavorite Technologies Private
Limited

(formerly Flavorite PPM Technologies
Pvt. Ltd), Khasra No.50/1, Patwari
Halka No.28, Village Tillore Khurd,
Indore, Madhya Pradesh - 452020.

2.Heat and Control (South asia) Private
Ltd.

Mahindra World City, 8th Avenue 1st



Cross Road, Anjur and Echankaranai
Village Chengalpattu Taluk,
Kancheepuram Tamilnadu-603002

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Respondent(s)

PRAYER

Civil Revision Petition filed under Article 227 of the Constitution of India, prays to set aside the Impugned Order dated 03.12.2025 passed by the learned Arbitrator in Application No.1 of 2025 in Arb.Case No.21 of 2021.

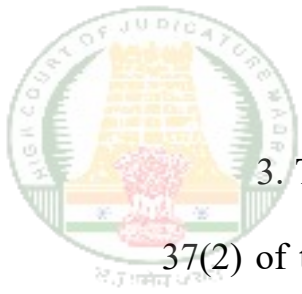
For Petitioner(s): Mr.Manoj Munshi
Senior Counsel
For Mr.Jaishankar
Ramakrishnan

For Respondent(s): Mr.S.Aravindan
For M/s.Fox Mandal Associates
For R2

ORDER

The revision petitioners have filed this Civil Revision Petition to set aside the impugned order dated 03.12.2025 passed by the learned Arbitrator in Application No.1 of 2025 in Arb. Case No.21 of 2021. The revision petitioners, who are the respondents in Arbitration Case No.21 of 2021, have preferred the present revision petition challenging the said order.

2. Challenging the impugned order passed by the learned Arbitrator in Application No.1 of 2025 in Arb. Case No.21 of 2021, the petitioners contend that there is no efficacious remedy available under the Arbitration and Conciliation Act against the said order. Therefore, the petitioners have invoked the jurisdiction of this Court under Article 227 of the Constitution of India.



3. The learned counsel for the revision petitioners submitted that Section 37(2) of the Arbitration and Conciliation Act provides for appeals from orders of the Arbitral Tribunal only in respect of (a) orders granting or refusing interim measures under Section 17, and (b) orders setting aside or refusing to set aside an arbitral award under Section 34. The present order passed under Section 27(1) granting approval to approach the High Court does not fall within either of the above categories. Therefore, no statutory appeal is available to the petitioners.

4. The learned counsel further submitted that if the petitioners are forced to wait until the passing of the final award and thereafter challenge the impugned order under Section 34 of the Act, they would, in the meantime, be subjected to the entire invasive process of producing fifteen years of private financial records as directed in the impugned order, and the injury caused to them would be irreversible. Hence, intervention under Article 227 of the Constitution is not only appropriate but also necessary to prevent irreparable hardship. Therefore, the present revision petition is maintainable and the impugned order is liable to be set aside.

5. Brief facts of the case:

On 18.03.2011, a Share Purchase Agreement (“SPA”) was executed by the promoters of the 1st Respondent in favour of the 2nd Respondent, whereby



100% of the equity shares of the 1st Respondent, M/s. Flavorite Technologies Pvt. Ltd., were acquired by the 2nd Respondent, Heat and Control (South Asia) Pvt. Ltd. The 1st Petitioner, being one of the promoters, sold his entire shareholding pursuant to the said SPA and thereafter continued as an employee under an Employment Agreement dated 16.04.2011. His employment came to be terminated on 11.10.2018. The non-compete and non-solicitation obligations arising under the SPA and the Employment Agreement were operative only for a period of two years from the date of cessation of employment and accordingly expired on 11.10.2020. Clause 10.23(ii) of the SPA specifically provided that the sellers shall not, directly or indirectly, engage in any competing business during the term of their employment and for a period of two years thereafter.

6. Upon expiry of the first Employment Agreement, a second Employment Agreement dated 05.08.2016 was executed for a further term of five years. This agreement constituted a fresh and independent contract and deliberately omitted Section 14.3, thereby detaching itself from the SPA. It also did not contain any arbitration clause, thus amounting to a novation of the earlier contractual arrangement within the meaning of Section 62 of the Contract Act. Despite this, in the year 2021, the Claimants invoked the arbitration clause contained in the SPA alleging breach of non-compete obligations, including alleged indirect involvement with certain entities such as SM Foods, and further impleaded the 1st Petitioner's wife, Mrs. Renu Dhoot,



who was not a party to either the SPA or any Employment Agreement, thereby rendering her impleadment a clear misjoinder.

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7. Notwithstanding the fact that all contractual obligations had admittedly expired on 11.10.2020, the Respondents have filed multiple Arbitration Applications seeking extensive and intrusive disclosures from the 1st Petitioner, including production of his Income Tax Returns, bank account statements, details of all business entities associated with him, and even a forensic Chartered Accountant's report, covering the period from 2011 till date. The scope of such demands spans nearly fifteen years and extends far beyond the subsistence of any contractual obligations, and is therefore wholly unwarranted, excessive, and unsustainable in law.

8. The learned counsel for the petitioners submitted that the claimant filed an application under Section 17 of the Arbitration and Conciliation Act before the Sole Arbitrator seeking interim measures in the form of production of documents from the year 2011 onwards along with other consequential reliefs. The said application was dismissed holding that Section 17 contemplates only interim protective measures and does not extend to directions for production of documents. Thereafter, the claimants filed an application under Section 27 of the Act seeking the very same relief which had earlier been rejected under Section 17. The petitioners filed their reply raising specific objections.



However, the learned Sole Arbitrator allowed the said application on 03.12.2025.

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9. The claimants filed Application No.1 of 2025 under Section 27 of the Arbitration and Conciliation Act, and after hearing both sides, the learned Arbitrator passed the impugned order granting approval to approach this Court for the reliefs sought, as stated below:

"The documents which the Claimant sought will be available only with the Respondents. This Tribunal is of the view that the documents which is sought for by the Claimant may prove the case of the Claimant whether any alleged breach was committed by the Respondents in non-compete and non-solicitation obligation by the first Respondent or his wife under the SPA dated 18.03.2011. Whether the same will ultimately help the Claimants can be decided only when the documents are produced by the Respondents. Now no conclusion could be arrived at while deciding the issue under Section 27 of Arbitration and Conciliation Act."

10. Aggrieved by the said findings, the learned counsel for the petitioners submitted that the impugned order dated 03.12.2025 grants a blanket approval to the claimants to approach this Court for all the reliefs without examining whether the request for production of documents covering a period of fifteen



years is justified. The learned Arbitrator also failed to consider the objections raised regarding privacy and the bar under Section 138 of the Income Tax Act, 1961. Further, the Arbitrator failed to comply with the specific directions issued by this Court in the remand order dated 16.10.2025 in A. Nos.2332 to 2335 of 2025.

11. Pursuant to the said order, the respondents filed Arbitration Applications before this Court in Arb. Application Nos.586 of 2026, 587 of 2026, 591 of 2026 and 592 of 2026 seeking directions against the petitioners to produce the documents as directed in the impugned order passed under Section 27 of the Arbitration and Conciliation Act, 1996.

12. It is further contended that the relief already claimed under Section 17 was rejected, but for the very same relief, the claimants filed an application under Section 27 and the same was allowed by the learned Arbitrator, which is erroneous and the same would cause irreparable prejudice to petitioners 2 and 3, who were impleaded only in the capacity of legal heirs of Mrs. Renu Dhoot and have no independent contractual obligation either under the Share Purchase Agreement or under the Employment Agreement. The learned Arbitrator failed to appreciate the said fact, and therefore interference under Article 227 is necessary. Hence, the petitioners pray to set aside the impugned order.



13. Per contra, the learned counsel for the respondents/claimants submitted that the arbitration proceedings arose out of the arbitration clause contained in the agreement, and the burden lies upon the claimants to prove the breach of obligations committed by the respondents and the liability imposed on them under the terms of the Share Purchase Agreement and the Employment Agreement. For proving the same, various documents and information are required. He further submitted that earlier the application filed under Section 17 was not allowed, and the claimants were advised to take appropriate steps under law. Accordingly, they filed the present application, which was allowed by the learned Sole Arbitrator on 24.01.2025. Thereafter, the claimants approached this Court by filing Applications Nos.2332, 2333, 2334 and 2335 of 2025, which were disposed of on 14.10.2025. Pursuant to the said order, the application was again filed before the Arbitrator, and after considering the facts, legal aspects and rival submissions, the learned Arbitrator allowed the application and granted liberty to the claimants to approach this Court under Section 27 of the Act for assistance in taking evidence.

14. The learned counsel further submitted that the petitioners are entitled to raise all their defences at the time of challenging the award under Section 34 of the Act, and all interlocutory orders passed during the Arbitration proceedings can also be questioned at that stage, therefore, filing a revision under Article 227 is not maintainable. In support of his contention, he relied



upon the decision reported in **MANU/DE/0748/2025 in Grosan Engineers vs. Rajiv Aggarwal and others**, particularly paragraphs 20 and 45, stated as follows:

“20. In the instant case, Respondent 1 has not been able to show exceptional circumstance or "bad faith" on the part of the appellant, to invoke the remedy under Article 227 of the Constitution. No doubt the ambit of Article 227 is broad and pervasive, however, the High Court should not have used its inherent power to interject the arbitral process at this stage. It is brought to our notice that subsequent to the impugned order of the sole arbitrator, a final award was rendered by him on merits, which is challenged by Respondent 1 in a separate Section 34 application, which is pending.

45. It is seen that some High Courts have proceeded on the basis that der passed by an Arbitral Tribunal during arbitration, would be capable of being challenged under Article 226 or 227 of the Constitution. We see no warrant for such an approach. Section 37 makes certain orders of the Arbitral Tribunal appealable. Under Section 34, the aggrieved party has an avenue for ventilating its grievances against the award including any in between orders that might have been passed by the Arbitral Tribunal acting under Section 16 of the Act. The party aggrieved by any order of the Arbitral



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Tribunal, unless has a right of appeal under Section 37 of the Act, has to wait until the award is passed by the Tribunal. This appears to be the scheme of the Act. The Arbitral Tribunal is, after all, a creature of a contract between the parties, the arbitration agreement, even though, if the occasion arises, the Chief Justice may constitute it based on the contract between the parties. But that would not alter the status of the Arbitral Tribunal. It will still be a forum chosen by the parties by agreement. We, therefore, disapprove of the stand adopted by some of the High Courts that any order passed by the Arbitral Tribunal is capable of being corrected by the High Court under Article 226 or 227 of the Constitution. Such an intervention by the High Courts is not permissible.”

15. On considering the submissions made on either side, this Court finds that the petitioners contend that the learned Arbitrator has passed a blanket order in favour of the claimants without properly considering their objections and therefore the order is illegal.

16. However, on perusal of the impugned order passed under Section 27 of the Act in Application No.1 of 2025, it is seen that the learned Arbitrator has elaborately discussed the submissions of both parties and has assigned reasons



while answering each of the objections raised by the petitioners.

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17. The learned Arbitrator has also considered the objection regarding production of income tax returns and bank accounts and has held, relying upon judicial precedents, that such documents can be summoned by the Court and that income tax returns are not absolutely privileged documents.

18. The learned Arbitrator has further considered the objection relating to documents pertaining to third parties and has relied upon the decision in *National Insurance Co. Ltd. vs. S.A. Enterprises (MANU/MH/2831/2015)*, particularly paragraphs 34, 40 and 41, holding that under Section 27 of the Arbitration and Conciliation Act, the Arbitral Tribunal is empowered to seek assistance of the Court for procuring evidence, including from third parties.

19. The arguments submitted by the claimants that the tribunal has all the powers to decided the materialize evidence from third party and accordingly seeks the court assistants. and In procurement of the same by way of Section 27 by relying the ration laid down in **National Insurance Co. Ltd., Vs. SA Enterprises reported** in MANU/MH/28312015, was accepted by the learned Arbitrator, to that effect the objections raised by the respondent / revision petitioner was rejected.



20. The Arbitrator has also observed that the documents sought by the claimants are available only with the respondents and are necessary for deciding whether any breach of the Share Purchase Agreement or other obligations has been committed. Without production of such documents, the Tribunal would not be in a position to arrive at a proper conclusion.

21. Thus, the learned Arbitrator has assigned valid and cogent reasons for allowing the application under Section 27 of the Act. Therefore, the objections raised by the petitioners cannot be accepted.

22. The impugned order is a well-reasoned order and does not warrant interference under Article 227 of the Constitution of India. If the petitioners have any grievance, they are at liberty to work out their remedy under Section 34 of the Arbitration and Conciliation Act at the appropriate stage.

23. Accordingly, the Civil Revision Petition is dismissed as devoid of merits. Consequently, connected miscellaneous petition is closed. No costs.

13-03-2026

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
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To

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1.Flavorite Technologies Private Limited
(formerly Flavorite PPM Technologies Pvt. Ltd), Khasra No.50/1, Patwari Halka No.28, Village Tillore Khurd, Indore, Madhya Pradesh - 452020.

2.Heat and Control (South asia) Private Ltd.
Mahindra World City, 8th Avenue 1st Cross Road, Anjur and Echankaranai Village Chengalpattu Taluk, Kancheepuram Tamilnadu-603002.

3.The Arbitral Tribunal,
Chennai.



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