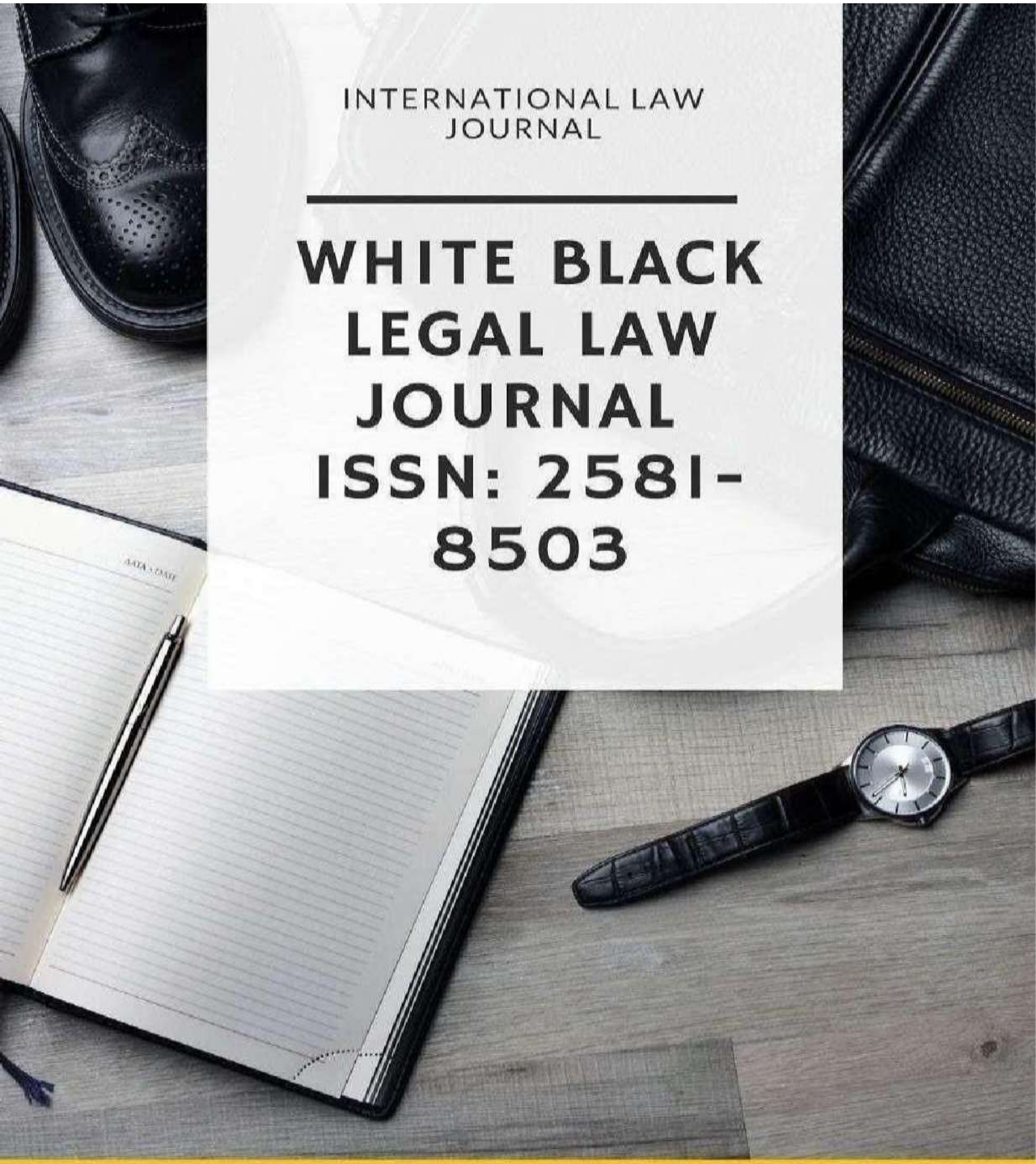

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WHITE BLACK LEGAL is an open access, peer-reviewed and refereed journal providededicated to express views on topical legal issues, thereby generating a cross current of ideas on emerging matters. This platform shall also ignite the initiative and desire of young law students to contribute in the field of law. The erudite response of legal luminaries shall be solicited to enable readers to explore challenges that lie before law makers, lawyers and the society at large, in the event of the ever changing social, economic and technological scenario.

With this thought, we hereby present to you

A DETAILED ANALYSIS OF THE 'DOCTRINE OF GROUP OF COMPANIES' IN THE INDIAN ARBITRATION CONTEXT

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Abstract

The Doctrine of Group of Companies is a concept that reignites the conflict on the understanding of the term 'consent'. To understand the concept one must first understand what it means to be a party to arbitral proceedings. Despite there being an amendment in the Arbitration Act in 2015, there is a certain ambiguity regarding the ambit of the words "through and under". This paper aims to examine the present state of the Doctrine of Group of Companies within the Indian legal system and dives into its subtleties. It also aims to clarify the complex problems related to the actual implementation of this concept, providing a thorough grasp of its ramifications within the Indian context. It seeks to negotiate the complexity of the "Group of Companies" doctrine by analyzing the doctrinal environment and provide insights into its reception, interpretation, and difficulties within the Indian arbitration system. By means of this investigation, we want to provide a valuable contribution to the wider discussion on arbitration procedures and guidelines, promoting a sophisticated comprehension of the interaction between legal theories and domestic legal environments.

Keywords: *Arbitration, arbitral proceedings, consent, dispute resolution, group of companies, doctrine*

Introduction

The Doctrine of Group of Companies is a concept which states that a non-signatory through their acts and involvement in a particular contract binds themselves to be a part of the arbitral proceedings in case the arbitration clause is invoked and that there is an indication of implied consent. Contractual

agreements now often contain arbitration clauses, which is a common practice in the business world and a trend in the legal system. With a startling 91% of Indian businesses including a dispute resolution policy in their contracts, it is really one of the most extensively followed standards.[1] The "Group of Companies" doctrine is a controversial topic that has generated arguments and discussions among legal scholars and practitioners worldwide inside the complex web of arbitration standards.

Research Objectives

- To analyse the Doctrine of "Group of Companies" in the Indian Arbitration context and to determine the relevance of the doctrine in the present world scenario.
- To provide with recommendations and critique as to what needs to be considered before final adjudication on the matter by understanding the legal and ethical basis of the doctrine.

Research Problem

Followings issues were formulated by the court for the larger bench also referred to as the six-pronged conundrum throughout the article –

- Whether the Group of Companies Doctrine should continue to be invoked on the basis of the principle of 'single economic reality'?
- Whether the Group of Companies Doctrine should be construed as a means of interpreting the implied consent or intent to arbitrate between the parties?
- Whether the principles of alter ego and/or piercing the corporate veil can alone justify pressing the Group of Companies Doctrine into operation even in the absence of implied consent?

Research Methodology

The research follows doctrinal research method which involved the examination of articles, case laws and the current and existing research on the matter. The evolution of the law is considered in terms of enhancing the understanding of the word 'consent' which plays a major role in the complete research since ethical questions are raised to question the validity of the doctrine. Therefore, doctrinal

[1] "Corporate Attitudes & Practices towards Arbitration in India", *available at:* https://www.pwc.in/assets/pdfs/publications/2013/corporate-attributes-and-practices-towards-arbitration-in-india.pdf (Last visited on Tuesday 14-11-2023)

method of research is chosen for this research as it helps to understand the concepts related to consent and intent in its depth.

Literature Review

The review of the literature pertaining to the topic at hand has helped to ascertain the concepts related to the Doctrine and has helped in enhancing the quality of the research by ensuring the credibility of the assertions made in the paper. The literature review aims to provide answers to the various contentions raised in the paper like whether we can use the words provided in the arbitration act to clear the confusion regarding the inclusion of the non-signatory party in the arbitration process. Works from the past 10-20 years has been assessed to reach certain conclusions therefore an evaluation like this is a necessity to build credible research.

International Perspective

The situation is very different in the American and British legal systems, despite the fact that French courts have continuously maintained the legitimacy and applicability of this concept. The legal institutions and the courts of these nations have demonstrated a firm disapproval of the practice, raising doubts about the doctrine's international legitimacy. In contrast, India openly adopts and applies the "Group of Companies" doctrine in a variety of legal contexts, deviating from this transatlantic strife.

Concept of 'Doctrine of Group of Companies' and its significance in resolving disputes

This concept is predicated on the idea that if a non-signatory party and a signatory party have a close group structure and both parties have voluntarily agreed that the non-signatory is bound by the arbitration legislation, then the non-signatory party may be required by the arbitration agreement to be a part of the arbitral proceedings. This doctrine is subjective in nature, meaning that it goes beyond the formal idea of distinct legal entities and recognizes the existence of people who may have intents that are difficult to ascertain from an objective standpoint. One important consideration in applying the Doctrine of Group of Companies is implied consent. It emphasizes the idea that a non-signatory has already shown their consent via their actions or circumstances, and hence has waived their right

to withdraw from the arbitration process. This subtlety, which recognizes the complexities of human intents and interactions within the context of arbitration law, deepens the legal applicability of the concept.

Historical Development, Legal Basis and Evolution of the Concept

The origins of the controversial legal theory known as the "Doctrine of Group of Companies" may be found in a significant case called *Dow Chemical* v. *Isover Saint Gobain*[2] that was decided by the International Chamber of Commerce (ICC) Tribunal in Paris. The Tribunal declared in a landmark interim decision that the Dow Chemical Group operated as a unified "single economic reality." As a result, even though two of the four claimants did not sign the agreement, they were still considered essential to the arbitral process. Since the non-signatories did not object to being a part of the arbitral proceedings therefore the Doctrine of Group of Companies took form. Further due to there being ethical considerations regarding the interpretation of the word “consent”, many countries, due to either cultural differences and differences in the evolution of law in each nation respectively, have chosen to either adopt it as being a necessary tool while others have completely disregarded it for being unethical.

Landmark Cases and Legal Foundation of the doctrine in the context of Indian Arbitration Law

The Legal foundation of the doctrine in India can be understood by studying the following landmark cases in the country:-

- *Chloro Controls Pvt. Ltd* v. *Severn Trent Water Purification*[3]

Through a historic Supreme Court ruling in 2013, Indian courts legally recognized the legality of the Group of Companies Doctrine, marking a significant legal milestone. In the case of *Chloro Controls*, this acknowledgment was demonstrated. In this instance, the Supreme Court examined the meaning of the term "through and under," drawing on the authority of Section 45 of the Arbitration Act[4], 1996. The court notably extended the arbitral proceedings' jurisdiction by interpreting this clause to include

[2] *Dow Chemical France, the Dow Chemical Company & Ors.* v. *Isover Saint Gobain*, ICC Case No. 4131, IX Y.B. COMM. ARB. 131 (1984).
[3] *Chloro Controls (I) P. Ltd.* v. *Severn Trent Water Purification Inc. & Ors*., (2013) 1 SCC 641.
[4] Arbitration and Conciliation Act, 1996 (Last Visited on Tuesday 14-11-2023)

parties who did not sign the arbitration agreement. Even while this decision was crucial in resolving the conflict at hand, it touched off a chain of questions that sent shockwaves across the legal profession. One such crucial issue that resulted from this legal precedent was whether the parties involved intended to arbitrate their dispute or if the Group of Companies Doctrine should be applied as a means of interpreting their implicit assent. This and other questions have sparked a lively national conversation among legal experts and practitioners. Concerns raised by jurists in the wake of the Chloro Controls case have multiplied, each adding to a larger discussion over the usefulness and efficacy of the Group of Companies Doctrine. An important aspect of this discussion is how the concept should be interpreted in order to determine if the parties have implicitly agreed to arbitrate. Legal experts have also been debating the coherence and consistency of the Supreme Court's expressed theory, with particular attention being paid to the judgment's acknowledged material discrepancies. Hence, the 2013's judgment recognized the Group of Companies Doctrine, which was a revolutionary step for Indian jurisprudence. However, it also sparked a complex discussion among the legal community about the Doctrine's applicability, subtle interpretations, and wider ramifications for arbitration in the Indian legal system.

- *Cox and Kings Ltd.* v. *SAP India (P) Ltd.*[5]

In order to obtain software services, well-known travel agency Cox and Kings Ltd. entered into a number of contractual arrangements with top software and technology solutions supplier SAP India (P) Ltd. Conflicts developed throughout their partnership, leading Cox and Kings Ltd. to bring the arbitration clause against SAP India as well as its parent firm. After the parties in question remained silent, Cox and Kings filed an application under Section 11 of the Arbitration Act with the Supreme Court.

Cox and Kings sought clarification on the changing legal landscape by building on the jurisprudential framework set in the landmark decision of Chloro Controls, a crucial ruling by the Apex Court addressing the group of companies' doctrine. A significant modification was made to the Act in 2015 when the word "claiming through or under" was added to Section 8. The definition of "party" in Section 2(1)(h) remained unchanged. This modification introduced uncertainty regarding the

[5] *Cox and Kings Ltd* v. *Sap. India Pvt. Ltd*., Arbitration Petition, (Civil) No. 38 of 2020.

involvement of non-signatories in arbitration procedures, giving rise to the impression that pragmatic and financial factors were superseding legal precepts.

Practical Application of the Doctrine

Based on the precedents, a threefold test has to be passed for the application of the doctrine –

- Tight Group Structure – the companies should co-exist in such a manner that they must be regarded as a tight group structure.
- Performance of a crucial role under the agreement consisting of the arbitration clause.
- Common Intention to bring the third party into their agreement of arbitration.

Challenges and Controversies related to its applicability

A three-judge Supreme Court bench recognized the intricacy of the case and sent it to a five-judge bench that included Justice Hrishikesh Roy, Chief Justice of India (CJI) DY Chadrachud, Justice PS Narasimha, Justice JB Pardiwala, and Justice Manoj Misra. Followings issues were formulated by the court for the larger bench also referred to as the six-pronged conundrum throughout the article –

- Whether phrase 'claiming through or under' in Sections 8 and 11 could be interpreted to include the 'Group of Companies' doctrine?
- Whether the 'Group of companies' doctrine as expounded by the Chloro Control Case (supra) and subsequent judgments valid in law?
- Whether the Group of Companies Doctrine should be read into Section 8 of the Act or whether it can exist in Indian jurisprudence independent of any statutory provision?
- Whether the Group of Companies Doctrine should continue to be invoked on the basis of the principle of 'single economic reality'?
- Whether the Group of Companies Doctrine should be construed as a means of interpreting the implied consent or intent to arbitrate between the parties?
- Whether the principles of alter ego and/or piercing the corporate veil can alone justify pressing the Group of Companies Doctrine into operation even in the absence of implied consent?

Legislative Developments / Lifting of Corporate Veil / Alter ego complication

Justice O Chinnapa Reddy of the Hon'ble Supreme Court of India delivered a crucial ruling in the historic case of *LIC of India* v. *Escorts Ltd.*,[6] highlighting the need to lift the corporate veil when related companies are so closely related that their distinct legal identities are muddled. In business law, the traditional idea of a company as a Separate Legal Entity is challenged by the theory of removing the corporate veil, which acts as a safeguard for companies. A firm that is recognized as a separate legal entity has rights just like those of an individual, including the ability to buy and sell property, file lawsuits under its own name, and enter into binding contracts. The Corporate Veil's symbolic depiction emphasizes the concept that a corporation is a separate entity from its directors or members. Nevertheless, when it comes time to expose the truth about what is behind the corporate curtain, this legal structure becomes contentious. The theory is based on the idea that a Separate Legal Entity does not have mens rea, which means that a more thorough and logical examination of the relevant facts must be conducted in order to overcome the veil. The discussion of removing the corporate veil within the context of the Group of Companies concept is relevant because members or directors of a corporation may misuse this legal protection, especially for fraudulent acts against the government. This theory, which is particularly relevant in cases where the corporate form is used fraudulently, acknowledges the interdependence of related businesses and offers a foundation for considering them as a group rather than as separate organizations. In the larger framework of corporate governance and legal responsibility, removing the corporate veil essentially becomes a vital legal weapon in assuring accountability and avoiding the exploitation of company identity for criminal actions.

The subtle idea of implicit consent is what separates the group of businesses theory from the lifting of the corporate veil doctrine. Within the field of corporate law, there is a difference between the group of companies' theory, which includes implicit consent, and the lifting of the corporate veil doctrine, which does not. Understanding the nuances of these legal theories depends on this difference. A legal theory known as "lifting the corporate veil" permits a judge to see a company's independent legal identity as nothing more than a front or a tool. Nevertheless, the operation of this

[6] *Life Insurance Corporation of India* v. *Escorts Ltd. & Ors*., 1985 1986 AIR 1370, 1985 SCR Supl. (3) 909.

philosophy does not always depend on the presence of implicit or verbal permission. In order to allow the court to lift the corporate veil and hold people or entities behind the corporate entity personally accountable for their conduct, it largely focuses on the abuse or misuse of the corporate structure. Conversely, the idea of group of firms relies heavily on implied consent as a necessary condition for its implementation. This philosophy acknowledges that a collection of businesses may operate as a single economic organization and, in some cases, suggests that the group's members have given their permission to be regarded as such. In this instance, implied permission serves as a supplement to verbal consent, highlighting the group's oneness and connectivity even more. This demonstrated the question that why does the group of companies' theory depend so heavily on the existence of implied consent, yet does not suffer from its absence when the concept of removing the corporate veil is applied? The nature and intent of each ideology hold the key to the solution. Regardless of the parties' agreement, the removal of the corporate veil doctrine aims to remedy misuses of the corporate structure. It aims to stop the corporate structure from being abused for dishonest or unjust ends. The group of firms philosophy, on the other hand, appreciates and acknowledges the economic reality of a group operating as a single, cohesive unit. Here, implied consent becomes crucial since it is an admission that group members have consented to be considered as an economic unit, whether explicitly stated or implied from behaviour. When combined with express permission, this agreement strengthens the group's legal standing to be treated as a single legal entity, enabling shared responsibility and other legal ramifications.

Critique and Recommendation

The main source of the dispute is the provision in the applicable legislation that requires arbitration agreements to be expressly and legally recorded by the parties concerned through written assent. The parties' affirmative consent to arbitrate their dispute is manifested in writing with this agreement. But when a non-signatory party gets involved in the arbitration process because of its connection to the main business, things get complicated.

The need to remove unethical activities from the operational environment of firms introduces an additional level of complication to the discussions. It is critical that the legal system takes a comprehensive approach to addressing this issue in order to prevent any deterioration of the

fundamental values that support the judicial system. Justice itself is contingent upon upholding a steadfast dedication to equity and moral principles.

The main contention is that a party would probably adhere to the procedural rules outlined in the act if they truly intended to participate in a dispute resolution system, especially arbitration. This argument emphasizes how crucial it is to get express agreement and follow the legal rules.

Within the dynamic field of legal discourse, the process of continuously interpreting and modifying laws to conform to the values of justice is the core of legal progress. Recent court rulings about the meaning of pivotal terms, including "through and under" as defined in Section 45 and "claiming through or under" in Section 8 of the act, have added to the confusion that now exists over the participation of non-signatory parties in arbitration.

Understanding the legal environment has become more difficult due to the complexity of these recent rulings, especially in the complicated area of arbitration involving non-signatory corporations. Examining the meanings and consequences of these important words within the legal framework has become essential, necessitating a careful examination to determine their relevance and effect on arbitration involving non-signatory parties.

The legal discourse surrounding this issue is essentially reflective of the dynamic nature of legal interpretation. It emphasizes the importance of carefully examining the language of statutes to make sure that they are consistent with the principles of justice and fairness when it comes to arbitration involving non-signatory parties.

Judicial Interpretation of the Doctrine and the Current Status – in front of the five-judge bench

Hearings on the matter in issue were held before the Honourable Supreme Court of India's distinguished five-judge bench. This important court proceeding took place on March 22, 2023, which was a turning point in the case's development. It is notable that on May 6, 2022, a previous three-judge bench of the Honourable Supreme Court first referred this specific matter to the five-judge bench.

The legal drama has developed in the interim with great care and attention to procedural intricacies. The most recent event in this judicial adventure was a recent order made by the five-judge bench on April 12, 2023. This ruling represents a significant turning point in the legal process since it concludes the lengthy arguments that were made during the hearings.

The case is currently at a point where the verdict has been reserved. The seriousness of the situation is shown by the complex legal subtleties and the thorough analysis of the arguments by the distinguished bench. The upcoming verdict is much awaited by legal observers and stakeholders as it is expected to establish legal principles and set a precedent within the domain of Indian law.

Conclusion

The complex issues surrounding the topic have been discussed for a long time, and the nation's bigger judiciary has a big say in how arbitration cases develop in a country that has an incredible backlog of over 4.92 crore cases that are waiting. This enormous burden highlights how urgent it is to create a framework that protects the integrity of legal principles and speeds up dispute resolution while making sure that practicality and financial concerns don't jeopardize the rule of law.[7]

It is a difficult challenge for the bench to resolve a six-pronged problem that goes beyond interpreting legal texts. The subtle interpretation of the phrase "consent" is at the heart of this complex problem. When this complex challenge is solved, it should correct current irregularities and give scholars, legal professionals, and the general public much-needed clarity.

The delicate balance that the judge must find is encapsulated in the adage, "Justice delayed is justice denied, but justice hurried is justice buried." Even while prompt justice is urgently needed, careful consideration and obedience to the law's precepts must not be sacrificed. It is up to the bench to carefully consider how to create a framework that strikes a balance between these competing interests and maintains the integrity of the pursuit of justice without succumbing to expediency or rash judgments.

[7] NDTV 2023, "Nearly 5 Crore Pending Cases In Courts, Over 69,000 In Supreme Court", NDTV , February 09, 2023, *available at* < https://www.ndtv.com/india-news/nearly-5-crore-pending-cases-in-courts-over-69-000-in-supreme-court-3768720> (last visited on November 20, 2023).

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