



# Calcutta High Court rules in favour of UpHealth Holdings, Inc., and vigorously reinforces the ICC International Court of Arbitration previous \$110 million award against Glocal directors and other Respondents, calling their conduct “dishonest and fraudulent”

4/16/2024

Respondents Dr. Sabahat Azim, Ms. Richa Azim, Mr. Gautam Chowdhury, Mr. Meleveetil Damodaran, and others are ordered to file, within two weeks, affidavits of their respective assets as well as liabilities, encumbrances and disclose all litigation pending against them

DELRAY BEACH, Fla., April 16, 2024 (GLOBE NEWSWIRE) -- UpHealth, Inc. (“UpHealth”) (OTC: UPHL), a leading provider of a full continuum of behavioral health solutions through the utilization of evidence-based treatments and services, today provided an update on the efforts of UpHealth Holdings, Inc. (“Holdings”), a wholly-owned direct subsidiary of UpHealth, to enforce the International Court of Arbitration of the International Chamber of Commerce (the “ICA”)’s Final Award to Holdings and against Glocal Healthcare Systems (“Glocal”) and several of Glocal’s officers and shareholders (together with Glocal, the “Respondents”). In an order dated 12 April 2024, the Calcutta High Court, in a post-award Section 9 Petition filed by Holdings, directed all Respondents (viz. Dr. Sabahat Azim, Ms. Richa Azim, Mr. Gautam Chowdhury, Mr. Meleveetil Damodaran, and Kimberlite Social Infra Private Limited) to file affidavits of their respective assets as well as liabilities and encumbrances and disclose all litigation pending against them. On 15 March 2024, the ICA had passed a Final Award to the tune of \$110 million in favour of Holdings, out of which \$29.5 million (along with arbitration costs) is immediately enforceable.

The Calcutta High Court held that the Section 9 Petition is maintainable before the High Court, and dismissed the Respondents’ objections, noting that the arbitration between the parties by the ICC was an enforceable “international commercial arbitration.” The High Court went on to state that “[i]n a contractual matter like this, there is nothing ex facie which is violative of public policy in the award. On the contrary, the ease of doing business in



India with Indians is also a matter of public policy which in the facts of this case has prima facie been emasculated by the deliberate acts of the respondents.”

The High Court observed that “[t]he conduct of the respondents to say the least is prima facie dishonest and fraudulent. In view of their past conduct and dealings, the respondents would make every attempt to dissipate their assets to render the award (akin to the 94.81% shares) absolutely worthless.” The High Court said that the Respondents have “all the traits of a defaulter.” The High Court did not accept the arguments on behalf of Meleveetil Damodaran (“Damodaran” or “respondent no. 5”) that he was different from the other Respondents. Rather, the High Court held Damodaran responsible for contractual breaches and observed that “[t]here are obligations flowing from the SPA which are binding on the respondent no. 5. In such circumstances, there are no grounds warranting any special treatment being meted out to the respondent no.5 and the respondent no.5 must bear all the consequences.”

The High Court came down heavily on the Respondents, and in particular Dr. Sabahat Azim, for both threatening the legal team of Holdings (in India and abroad), calling it “unscrupulous,” and for approaching the NCLT while the Section 9 Petition was pending before the High Court, all without disclosing this conduct to the High Court. While granting reliefs to Holdings, the High Court said that “at this ad interim stage unless orders are passed to secure the award, the petitioner would suffer irreparable loss prejudice and injury. The petitioner is now armed with an award and that is now at least a prima facie case in its favour. The balance of convenience and inconvenience is also overwhelmingly in favour of orders being passed as prayed for herein until the grind of the formal enforcement and execution is concluded.”

Holdings stated that, “The company thanks the Calcutta High Court for its impartial and succinct ruling that enforces the award of the ICC International Court of Arbitration (ICA), which will now enable the company to reclaim its lawfully owned healthcare asset and continue to deploy its owned technology for the benefit of the people of India. We are pleased that an Indian court has recognized the award passed by a reputed ICC Tribunal and that the High Court has recognized the “unscrupulous”, “dishonest and fraudulent” conduct of the Respondents. Holdings will continue to aggressively pursue enforcement of the ICC’s award in India and grow the business for the benefit of the people in India, as well as bringing further civil and criminal charges against the Global directors and other Respondents.”

#### Forward-Looking Statements

This press release contains forward-looking statements within the meaning of U.S. federal securities laws. Such forward-looking statements include, but are not limited to, statements regarding the enforcement of the ICA’s Final Award and the amounts to be paid to Holdings by the Respondents pursuant to the ICA’s Final Award, control of Glocal and its operation, the projected operation and financial performance of UpHealth and its various

subsidiaries, its product offerings and developments and reception of its product by customers, and UpHealth's expectations, hopes, beliefs, intentions, plans, prospects or strategies regarding the future revenue and the business plans of UpHealth's management team. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements contained in this press release are based on certain assumptions and analyses made by the management of UpHealth considering their respective experience and perception of historical trends, current conditions, and expected future developments and their potential effects on UpHealth as well as other factors they believe are appropriate in the circumstances. There can be no assurance that future developments affecting UpHealth will be those anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties), or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including whether the Respondents will comply with the ICA's Final Award, including by paying the amounts awarded to Holdings as set forth therein, uncertainty with respect to how the Indian courts shall decide various matters that are before them, whether UpHealth will be able to regain and sustain compliance with the continued listing standards of the NYSE or comply with the initial listing standards of another national securities exchange, the ability of UpHealth to service or otherwise pay its debt obligations, including to holders of UpHealth's convertible notes, the mix of services utilized by UpHealth's customers and such customers' needs for these services, market acceptance of new service offerings, the ability of UpHealth to expand what it does for existing customers as well as to add new customers and that UpHealth will have sufficient capital to operate as anticipated. Should one or more of these risks or uncertainties materialize or should any of the assumptions being made prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. UpHealth undertakes no obligation to update or revise any forward-looking statements, whether because of new information, future events, or otherwise, except as may be required under applicable securities laws.

Contact:

Jude Gorman/Dan Moore

Collected Strategies

**[UPH-CS@collectedstrategies.com](mailto:UPH-CS@collectedstrategies.com)**

Source: UpHealth, Inc.