

**Hinduja Global Solutions, Inc. v HBI Group, Inc.**

2026 NY Slip Op 30038(U)

January 8, 2026

Supreme Court, New York County

Docket Number: Index No. 452059/2022

Judge: Anar R. Patel

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

-----X

HINDUJA GLOBAL SOLUTIONS, INC., HGS HEALTHCARE, LLC,  <div style="text-align: center;">Petitioners,</div> <div style="text-align: center;">- v -</div> HBI GROUP, INC.,  <div style="text-align: center;">Respondent.</div>	<b>INDEX NO.</b>  <b>MOTION DATES</b>  <b>MOTION SEQ. NOS.</b>  <b>DECISION + ORDER ON MOTIONS</b>	<u>452059/2022</u>  <u>08/18/2025, 08/29/2025</u>  <u>008 009</u>
--	--	---

-----X

**HON. ANAR RATHOD PATEL:**

The following e-filed documents, listed by NYSCEF document number (Motion 008) 200–228, 230, 264–267 were read on this motion to/for CONFIRM/DISAPPROVE AWARD/REPORT.

The following e-filed documents, listed by NYSCEF document number (Motion 009) 233–263 were read on this motion to/for SEAL.

**Relevant Factual and Procedural History**

This special proceeding arises from a February 23, 2022 subpoena served by Petitioners Hinduja Global Solutions, Inc. and HGS Healthcare, LLC (“Petitioners”) upon Respondent HBI Group, Inc. (“Respondent” or “HBI”) to obtain evidence for use in an action before the District Court of Dallas County, Texas (“Texas Action”). NYSCEF Doc. No. 2 (2/23/22 Subpoena). Following an appeal, the First Department limited the scope of the subpoena and Respondent subsequently produced certain documents pursuant to the subpoena. *See Hinduja Glob. Sols., Inc. v. HBI Grp., Inc.*, 214 A.D.3d 471 (1st Dept. 2023). Petitioners contested that said production was incomplete, and in turn, filed a motion to compel, upon which the parties agreed to have their discovery disputes heard by Special Master Hon. James C. Francis (retired) (“Special Master Francis”). *See* NYSCEF Doc. No. 153 (Stip. Appointment Special Master Francis); *Hinduja Glob. Sols., Inc. v. HBI Grp., Inc.*, 232 A.D.3d 566, 566 (1st Dept. 2024). The parties stipulated to “reserve their rights to have any order made in connection with [retention of the Special Master] ... subject to CPLR 4403 and Uniform Civil Rule 202.44.” *Hinduja Glob. Sols., Inc.*, 232 A.D.3d at 566.

On March 5, 2024, Special Master Francis issued a report (“March 2024 Report”) directing Respondent to produce: (1) “any documents showing payments and distributions from any account into which payments attributable to the Broker Agreement were deposited;” (2) “documents

responsive to the Subpoena, as modified by the Appellate Division, from Remi Hinduja; and” (3) “without relevance or responsiveness redactions, an[y] documents previously redacted on that basis.” NYSCEF Doc. No. 146 (March 2024 Report) at 14. The Court (Chan, J.)<sup>1</sup> denied Respondent’s motion to reject the March 2024 Report, and, following another appeal, the First Department affirmed this Court’s denial of Respondent’s motion, but on different grounds. *Hinduja Glob. Sols., Inc.*, 232 A.D.3d at 567.

Still unsatisfied with Respondent’s production, Petitioners again moved to compel documents pursuant to the March 2024 Report. NYSCEF Doc. No. 190 (Letter enclosing Motion to Enforce HBI’s Compliant with the Special Master’s Ruling of March 5, 2024). On August 1, 2025, Special Master Francis issued a report (“August 2025 Report”) on Petitioners’ motion. NYSCEF Doc. No. 196 (August 2025 Report). In his report, Special Master Francis considered the entirety of the extensive procedural history of this action, and granted the motion to the extent of directing HBI to (1) collect and produce documents responsive to Subpoena Requests 17 and 18 from all electronic devices, physical locations, and e-mail accounts used by Remi Hinduja (“Hinduja”) in connection with HBI’s business, and (2) collect and produce documents responsive to Subpoena Requests 17 and 18 from Ali Ganjaei’s (“Ganjaei”) laptop, including documents that pre-date 2016 and documents relating to HBI NV. *Id.* at 19. The August 2025 Report denied the request for a forensic inspection of Ganjaei’s laptop and HBI’s cross-motion for attorney’s fees and costs without prejudice. *Id.*

Special Master Francis determined that, in the parties’ previous briefing, “both parties treated the dispute as one over documents in Mr. Hinduja’s possession” and whether Respondent “ha[d] the practical ability to obtain from Remi Hinduja documents responsive to the Subpoena.” *Id.* at 11–12. He found that Respondent raised the arguments that Hinduja did not have possession of documents responsive to the subpoena and that searching his files would create an undue and unnecessary burden for Respondents for the first time only after Petitioners complained that Respondent had not complied with the March 2024 Report. *Id.* at 12. Thus, Special Master Francis held that by not raising these arguments in any of the prior stages of the proceeding, Respondent had forfeited them. *Id.* at 12–13 (citing *Prindle v. Guzy*, 189 N.Y.S.3d 322, 324 (3d Dept. 2023); *Hudson City Savings Bank v. Berry*, 111 N.Y.S.3d 249, 250 (2d Dept. 2019)).

Notwithstanding his finding that Respondent had waived said arguments, Special Master Francis found that “[u]nder New York law, possession, custody, or control encompasses constructive possession, including the practical ability to obtain the documents sought in discovery.” NYSCEF Doc. No. 196 at 13 (citing *Commonwealth of Northern Mariana Islands v. Canadian Imperial Bank of Commerce*, 21 N.Y.3d 55, 62–63 (2013)). Special Master Francis reasoned that a parent has the ability to obtain documents from a subsidiary, and, “in appropriate circumstances, the entity lower on the corporate ladder has the practical ability to secure documents from the entity above it, when, for example, the relationship is such that subsidiary can secure documents of the parent to meet its own business needs or for use in litigation.” NYSCEF Doc. No. 196 at 13–14 (citing *Lutes v. Kawasaki Motors Corp.*, 2014 WL 7185469, at \*2–3 (D. Conn. 2014)). Special Master Francis further found that Petitioners had established that

---

<sup>1</sup> This action was transferred from Justice Chan to this Court (Patel, J.) as of August 1, 2025. NYSCEF Doc. No. 197 (Notification from Court).

Respondent is controlled by Hinduja and Hinduja is a principal of the Respondent related entities, therefore his documents are “within [Respondent’s] possession, custody, and control for purposes of responding to the Subpoena.” NYSCEF Doc. No. 196 at 14 (citing *CA, Inc. v. AppDynamics, Inc.*, 2014 WL 12860591 (E.D.N.Y. 2014)).

Special Master Francis further held that Respondent must collect and produce documents responsive to Subpoena Requests 17 and 18 from Ganjaei’s laptop, including documents that pre-date 2016 and documents relating to HBI NV. In doing so, he relied on the specific language in the document requests in the subpoena, which were upheld by the Appellate Division, and considered Respondent’s arguments in opposition. First, Special Master Francis rejected Respondent’s contention that because HBI NV is defined separately in the subpoena, it cannot be encompassed within the definition of an affiliate of HBI. He reasoned that although Ganjaei was defined separately in the subpoena, because the definition of HBI included employees and Ganjaei is clearly an employee, the separate definition does not preclude him from falling within the definition of HBI. *Id.* at 16.

Next, Special Master Francis rejected Respondent’s contention that in order for an entity to be considered an affiliate, it must legally exist, and because HBI NV no longer exists and HBI was never controlled by HBI NV, it cannot be considered an affiliate. Special Master Francis considered the Assignment and Assumption Agreement (“AAA”) dated January 1, 2016, which states that “in exchange for [HBI’s] issuance of [100% of HBI’s] Capital Stock to HBI NV, HBI NV wishes to transfer the Business (as defined below), as a going concern, to [HBI] and to become only a holding company, with [HBI] as its sole subsidiary.” *Id.* at 16–17. He also considered the definition of affiliate and caselaw in finding that HBI NV’s relationship with HBI is that of an affiliate. *Id.* (citing *Affiliate*, Black’s Law Dictionary (12th ed. 2024); *Hershfeld v. JM Woodworth Risk Retention Group, Inc.*, 2017 WL 1628886, at \*3–4 (E.D.N.Y. 2017)). Further, Special Master Francis found that while the First Department struck other subpoena requests, it did not strip the word “affiliates” from Subpoena Request Nos. 17 and 18. NYSCEF Doc No. 196 at 16.

Special Master Francis rejected Petitioners’ request for an order directing Respondent to turn over Ganjaei’s laptop for a forensic examination, stating that such an examination is “highly intrusive and is only warranted when the producing party is shown to have secreted or spoliated information responsive to a legitimate discovery request.” *Id.* at 18 (citing *In re Malitz Family Trust*, 187 A.D.3d 915 (2d Dept. 2020)).

Finally, Special Master Francis held that it would be premature to determine whether either party was entitled to attorney’s fees as all costs had not yet been incurred. NYSCEF Doc. No. 196 at 18. Therefore, he held that Respondent’s cross-motion for an award of its discovery costs and fees is denied without prejudice to renew at the appropriate juncture. *Id.*

Petitioners filed the instant motion seeking to confirm the August 2025 Report. Respondent opposes the motion and moves by cross-motion to reject the August 2025 Report and for a protective order staying the enforcement of the August 2025 Report pending the resolution of the instant motion.

Respondent separately moves for an order pursuant to 22 NYCRR § 216.1(a) to seal ten exhibits to Petitioners’ Motion to Confirm (NYSCEF Doc. Nos. 211, 215–218, 221–224, 228).

Respondent maintains that the documents at issue have been previously filed with redactions and contain confidential and commercially sensitive business and financial information. Petitioners do not oppose Respondent's request to seal NYSCEF Doc. Nos. 211, 215–218, 222–224, 228. However, Petitioners oppose Respondent's request to seal NYSCEF Doc. No. 221 because the redacted version does not contain any redactions and is the same as the public version.

### Legal Analysis

#### **I. Motion to Confirm/Reject Report (Mot. Seq. No. 008)**

“CPLR 3104(d) allows for review of an order made by a referee or special master as to whether it is ‘clearly erroneous or contrary to law.’” *Discover Property & Cas. Co. v. Nat. Football League*, No. 652933/2012, 2019 WL 4899032, at \*3 (N.Y. Sup. Ct. Oct. 04, 2019) (citing *CIT Project Fin. v. Credit Sussie First Bos. LLC.*, 7 Misc. 3d 1002(A), 801 N.Y.S.2d 232 (N.Y. Sup. Ct. 2005)); *see also Hinduja Glob. Sols., Inc.*, 232 A.D.3d at 567. Consequently, “[t]he [Special Master’s] decision will be upheld if it is both supported by evidence in the record and a proper application of the law” because he “is in the best position to weigh the evidence and make credibility determinations.” *Id.*; *Andersen ex rel. Andersen, Weinroth & Co. L.P. v. Weinroth*, 849 N.Y.S.2d 210, 220 (1st Dept. 2007) (internal citation omitted).

#### Hinduja’s Documents

Respondent argues against waiver of the argument that it lacks possession, custody, or control over the Hinduja documents, and asserts that it did argue that it does not have control over, or the practical ability to obtain, Hinduja’s private custodial documents. Respondent contends that it focused on individuals likely to have responsive documents when complying with the Court’s and First Department’s prior decisions and orders. Respondent argues that it repeatedly asserted that “Hinduja was not included as a custodian because of his minimal involvement with HBI, he did not have any kind of agreement with the original HBI entity, and he did not receive any compensation from HBI during the 2009-2011 period where the Broker Agreement was negotiated and executed.” NYSCEF Doc. No. 266 (Resp. Mem. of Law) at 13.

In the August 2025 Report, Special Master Francis cited to: Petitioners’ Order to Show Cause (NYSCEF Doc. No. 92); Respondent’s Opposition (NYSCEF Doc. No. 114); the March 2024 Report (NYSCEF Doc. No. 206); Respondent’s Motion to Reject the March 2024 Report (NYSCEF Doc. No. 148, 167); and Respondent’s appeal to the First Department (NYSCEF Doc. Nos. 3, 8, 10) to demonstrate that Respondent had never raised this argument before the instant matter. As discussed *supra*, Special Master Francis also relied upon legal authority for his finding that by not raising the argument at prior stages of this proceeding, Respondent waived the argument. NYSCEF Doc. No. 12–13. Therefore, the Court finds no basis to hold that Special Master Francis’ finding of waiver was erroneous or clearly contrary to law.

Notwithstanding Respondent’s waiver, the Court also finds that Special Master Francis’ finding that Respondent has constructive possession of Hinduja’s documents was not clearly erroneous or contrary to law. Pursuant to CPLR § 3119(a)(4)(ii), a subpoena may be used to compel the production of “designated books, documents, records, electronically stored information, or tangible things in the possession, custody or control of the person.” New York

courts have held “possession, custody, or control” to mean constructive possession or having the “practical ability to request from, or influence, another party with the desired discovery documents.” *Commonwealth of N. Mariana Islands v. Canadian Imperial Bank of Com.*, 21 N.Y.3d 55, 62 (2013). Respondent argues that Petitioners have failed to show that Hinduja controlled Respondent or that he is/was a principal of the HBI related entities. Respondent further contests that even if Hinduja controlled Respondent, it would not mean that Respondent could reach upward to get his personal documents.

Special Master Francis considered Petitioners’ argument and, in light of *Commonwealth of N. Mariana Islands*, 21 N.Y.3d at 62, determined that “HBI ‘is ultimately controlled by Mr. Remi Hinduja’ and that he is a principal of the ‘HBI related entities.’” NYSCEF Doc. No. 196 at 14. In concluding that Hinduja’s documents are constructively within Respondent’s possession, Special Master Francis relied on evidence demonstrating that Hinduja attended management meetings, served as Respondent’s representative at Synergy’s board meetings, and regularly weighed in on personnel, financial, and other business matters for Respondent. *Id.* Therefore, Special Master Francis considered the evidence in the record, properly applied New York precedent, and was in the best position to weigh the credibility. Accordingly, the Court confirms the August 2025 Report and directs that Respondent must produce documents responsive to the Subpoena that are in the possession of Hinduja.

#### Ganjaei’s Laptop

Respondent further argues that Petitioners did not request the HBI NV documents production in its Third Motion to Compel and that Special Master Francis expanded the scope of the Subpoena to include the HBI NV documents in the August 2025 Report. Special Master Francis identified the two document requests from the Subpoena that were in dispute as:

17. Documents concerning any payments You have received from Synergy including concerning (a) how much You received; (b) when You received the payment; and (c) how You received the payment.

18. Documents concerning any distributions You have made from payments You received from Synergy including concerning (a) how much You distributed; (b) when You made those distributions; and (c) who received those distributions.

NYSCEF Doc. No. 196 at 15. As discussed *supra*, the definition of “You” set forth in the Subpoena is “HBI Group, Inc., and its affiliates, subsidiaries, officers, directors, employees, agents and persons acting or purporting to act on its behalf.” NYSCEF Doc. No. 203 at 4. Special Master Francis considered the AAA, legal precedent, and the definition of an affiliate. In fact, Special Master Francis even narrowed the scope of the relief sought by Petitioners to the collection of pre-2016 materials from Ganjaei’s laptop. The Court agrees with Special Master Francis’ finding that the HBI NV documents were encompassed within the document requests of the Subpoena and identifies no basis to disturb Special Master Francis’ ruling as to the production of documents from Ganjaei’s laptop.

## Discovery Fees and Costs

Special Master Francis further found that it was premature to consider Petitioners' motion for attorney's fees under CPLR § 3122(d) because all costs had not yet been incurred. In the instant matter, both Petitioners and Respondent agree that costs continue to be incurred and therefore it is not yet the appropriate time to consider an award of attorney's fees under § 3122(d). *See* NYSCEF Doc. No. 201 at 23–24; *see also* NYSCEF Doc. No. 266 at 22. Accordingly, the Court confirms the August 2025 Report with respect to deferring the parties' rights to seek costs and fees pursuant to CPLR § 3122(d).

## **II. Motion to Seal (Mot. Seq. No. 009)**

Pursuant to § 216.1(a) of the Uniform Rules for Trial Courts, the Court may seal a filing “upon a written finding of good cause, which shall specify the grounds thereof. In determining whether good cause has been shown, the court shall consider the interests of the public as well as of the parties.” “There is a presumption that the public has the right of access to the courts to ensure the actual and perceived fairness of the judicial system, as the ‘the bright light cast upon the judicial process by public observation diminishes the possibilities for injustice, incompetence, perjury, and fraud.’” *Mancheski v. Gabelli Grp. Cap. Partners*, 39 A.D.3d 499, 501 (2d Dept. 2007) (quoting *Republic of Philippines v. Westinghouse Elec. Corp.*, 949 F.2d 653 (3d Cir. 1991)). “The public right to access, however, is not absolute.” *Mosallem v. Berenson*, 76 A.D.3d 345, 349 (1st Dept. 2010). “Although the rule does not further define ‘good cause,’ a standard that is ‘difficult to define in absolute terms,’ a sealing order should rest on a ‘sound basis or legitimate need to take judicial action,’ a showing properly burdening the party seeking to have a sealed record remain sealed.” *Danco Lab’ys, Ltd. v. Chem. Works of Gedeon Richter, Ltd.*, 274 A.D.2d 1, 8 (1st Dept. 2000) (internal citations omitted).

Here, Respondent seeks to redact certain information regarding its confidential contracts, sensitive internal financial records, and private e-mail communications. Respondent contends that the information it seeks to redact is subject to the protective order entered in the Texas Action on April 26, 2022 (“Protective Order”) by the Honorable Judge Gena Slaughter of the 191st District of Dallas County, Texas. NYSCEF Doc. No. 235 (4/26/22 Protective Order). Respondent further states that the Court has held in a prior Decision and Order that good cause has been established to merit continued sealing of this information. *See* July 15, 2024 Decision and Order (Chan, J.) (NYSCEF Doc. No. 177).

The Court has reviewed the proposed redactions and finds that the limited redactions proposed demonstrate good cause under the stringent standards applicable to sealing motions. *See, e.g., Mosallem*, 76 A.D.3d at 350 (“we have allowed for sealing where trade secrets are involved, or where the release of documents could threaten a business’s competitive advantage”) (internal citations omitted); *Mavel, a.s. v. Rye Dev., LLC*, 79 Misc. 3d 1231(A), 191 N.Y.S.3d 925 (N.Y. Sup. Ct. 2023); *People by James v. Leasing Expenses Co. LLC*, 73 Misc. 3d 1207(A), 153 N.Y.S.3d 781 (N.Y. Sup. Ct. 2021). “Additionally, the First Department has affirmed the sealing of records concerning financial information where there has not been a showing of relevant public interest in disclosure of the financing.” *North Star Debt Holdings, L.P. v. Serta Simmons Bedding, LLC*, No. 652243/2020, 2020 WL 4530191, at \*2 (N.Y. Sup. Ct. Aug. 04, 2020) (*citing Dawson v. White & Case*, 184 A.D.2d 246, 247 (1st Dept. 1992)). Moreover, as noted in the Court’s July 15, 2024

Decision (Chan, J.), “the documents attached to petitioner’s order to show cause fall within the scope of the protective order issued by the Texas court.” NYSCEF Doc. No. 177; *Natixis Real Est. Cap. Tr. 2007-HE2 v. Natixis Real Est. Cap., Inc.*, 77 Misc. 3d 1224(A), 180 N.Y.S.3d 525 (N.Y. Sup. Ct. 2023) (“case law suggests that such a prior finding [of good cause to enter a protective order] supports sealing in this instance”).

The Court further finds that NYSCEF Doc. No. 221 contains no redactions and is the same as the public version filed at NYSCEF Doc. No. 95. Therefore, the Court denies Respondent’s request to seal NYSCEF Doc. No. 221.

The Court has considered the parties’ remaining contentions and finds them to be unavailing.

Accordingly, it is hereby

**ORDERED** that the Court confirms the August 2025 Report of Special Master Francis in its entirety (NYSCEF Doc. No. 196) and directs that Respondent shall comply with the August 2025 Report within thirty (30) days of the e-filing of this Decision and Order; and it is further

**ORDERED** that Respondent’s Motion to Seal (Mot. Seq. No. 009) is GRANTED as to NYSCEF Doc. Nos. 211, 215–218, 222–224, 228; and it is further

**ORDERED** that Respondent’s Motion to Seal (Mot. Seq. No. 009) is DENIED as to NYSCEF Doc. No. 221; and it is further

**ORDERED** that, upon service of a copy of this Decision and Order upon the Clerk of the Court, the Clerk shall maintain the documents filed at NYSCEF Doc. Nos. 211, 215–218, 222–224, 228 under seal so that the documents may be accessible only by the parties, their counsel, and authorized court personnel; and it is further

**ORDERED** that the documents filed at NYSCEF Document Numbers 239–258 shall remain on the public docket in their redacted form; and it is further

**ORDERED** that future submissions that contain the same information/subject matter that the Court has authorized to be filed in redacted or sealed form pursuant to this Decision and Order may be filed in redacted or sealed form on NYSCEF, provided that an unredacted copy of any redacted document is contemporaneously filed under seal, *see* Part 45 Practices and Procedures at Section VII; and it is further


**ORDERED** that the Clerk of the Court shall maintain future submissions under seal that contain the same information/subject matter that the Court has authorized to be filed in redacted or sealed form pursuant to this Decision and Order; and it is further

**ORDERED** that nothing in this Decision and Order shall be construed as authorizing the sealing or redactions of any documents or evidence to be offered at trial; and it is further

**ORDERED** that service upon the Clerk of the Court shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the “E-Filing” page on the court’s website); and it is further

**ORDERED** that the parties shall submit a joint status letter to this Court on or before February 5, 2026 setting forth what, if any, issue(s) remain to be resolved in this special proceeding.

The foregoing constitutes the Decision and Order of the Court.

<u>1/8/2026</u> DATE		 ANAR R. PATEL, A.J.S.C.
CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION
	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE