HC-KAR
NC: 2026:KHC:58089
CMP No. 564 of 2025
CNR: KAHC010644452025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

CIVIL MISC. PETITION NO. 564 OF 2025

BETWEEN:

1. EXOTEL TECHCOM PRIVATE LIMITED
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF THE COMPANIES ACT 1956
PRESENTLY HAVING ITS REGISTERED OFFICE
AT MARUTHI INFOTECH CENTRE, 2ND FLOOR
TOWER A, 540, 100 FEET ROAD
KRISHNA REDDY LAYOUT, AMARJYOTI LAYOUT
DOMLUR, BANGALORE, KARNATAKA-560071.
REP. THROUGH ITS AUTHORIZED REPRESENTATIVE
MS NABANITA ROY.

2. ALLIN CALL RESEARCH AND SOLUTIONS
PRIVATE LIMITED
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF THE COMPANIES ACT 2013
PRESENTLY HAVING ITS REGISTERED OFFICE
AT 91, SPRING BOARD, PLOT NO.D-5
ROAD NO. 20, MAROL MIDC ANDHERI EAST
MUMBAI, MAHARASHTRA-400093
REP. THROUGH ITS AUTHORIZED REPRESENTATIVE
MS NABANITA ROY.

…PETITIONERS

(BY SRI. LOMESH KIRAN N., ADVOCATE)

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HAREKOPPA THIMMANNA GOWDA

AND:

1. AMAN GOEL
   S/O RAJKUMAR GOEL
   AGED ABOUT 29 YEARS
   CURRENTLY R/AT FLAT NO.1501,
   GLEN RIDGE CHS HIRANANDANI GARDENS
   POWAI, MUMBAI, MUMBAI SUBURBAN
   MAHARASHTRA-400076.

2. HARSHITA SRIVASTAVA
   AGED ABOUT 29 YEARS
   CURRENTLY R/AT FLAT C-702
   MAPLE CHS, HIRANANDANI GARDENS
   POWAI, MUMBAI, MAHARASHTRA-400076.

3. RAJKUMAR GOEL
   AGED ABOUT 65 YEARS
   CURRENTLY R/AT FLAT 1303
   GLEN CROFT CHS, HIRANANDANI GARDENS
   POWAI, MUMBAI, MAHARASHTRA-400076.

4. AHG TECHNOLOGIES PRIVATE LIMITED
   A COMPANY INCORPORATED UNDER THE
   PROVISIONS OF THE COMPANIES ACT, 2013
   HAVING ITS REGISTERED OFFICE AT 1501
   GLEN RIDGE HIGH STREET
   HIRANANDANI GARDENS
   POWAI, MUMBAI, MAHARASHTRA-400076
   REP. BY ITS DIRECTOR.

…RESPONDENTS

(BY SRI. ARJUN RAO., ADVOCATE R1 TO R4)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT HONBLE DR. JUSTICE VINEET KOTHARI (RETD.), FORMER ACTING CHIEF JUSTICE OF THE GUJARAT HIGH COURT AS THE SOLE ARBITRATOR TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES, AS PER CLAUSE20.2 OF

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THE SHARE PURCHASE AGREEMENT DATED NOVEMBER 2, 2021, (ANNEUXRE A) AND ETC.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

ORAL ORDER

This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking appointment of a Sole Arbitrator for adjudication of the disputes that have arisen between the parties under the Share Purchase Agreement dated 02.11.2021, particularly in terms of Clause 20.2 thereof, produced at Annexure-A.

2. Brief facts of the case are that the petitioner No.1 is a Private Company engaged in the business of providing AI across all communication channels. Petitioner No.2 is a Private Limited Start-up engaged in business of providing customer to agent chat, intelligent chatbot solutions and co-browsing. Respondent Nos. 1 to 3 were the shareholders of second petitioner – Company. By a

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Share Purchase Agreement dated 02.11.2021, the first petitioner purchased 100% shareholding of the second petitioner and became the absolute owner of the said Company. Thereafter, petitioner – Company entered in to a the Letter Agreement on 29.11.2022 vide Annexure-B and later, an Employment Agreement was executed between petitioner No.1 and respondent No. 1 on 29.11.2022. Subsequently, disputes arose between the parties in relation to the said Share Purchase Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Share Purchase Agreement, issued a notice dated 27.03.2025, vide Annexure-L, to the respondents under Section 21 of the Act. The said arbitration clause 20.2. reads as under:

"20.2 Arbitration:

In the event that the disputing parties are unable to resolve a Dispute as provided in Clause 20.1 (Negotiation) above, the Dispute shall be

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submitted to final and binding arbitration to be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act 1996 (and the rules framed thereunder), as amended, by a sole arbitrator jointly appointed by the parties to the Dispute. It is hereby clarified that prior to the Completion, the Company and the Sellers shall at all times be considered to be one disputing party for the purposes of appointment of the arbitrators hereof. Further, after the Completion, the Company and the Purchaser shall at all times be considered to be one disputing party for the purposes of appointment of the arbitrators hereof."

4. The notice has been served to the respondents and the respondents have submitted a reply to the same. Being dissatisfied with the reply, petitioners have filed this petition seeking appointment of Sole Arbitrator.

5. Learned counsel appearing for the respondents has raised the following contentions:

(i) Firstly, although the petitioner seeks to invoke the arbitration clause contained in the Share Purchase

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Agreement, the disputes relating to non-compete, non-solicitation and confidentiality are covered under the Employment Agreement. The Employment Agreement further provides that all agreements prior to the Employment Agreement stand superseded. Therefore, the petitioner must invoke the arbitration clause contained in the Employment Agreement, under which Bombay is the seat of arbitration. Hence, the present petition is not maintainable before this Court.

(ii) Secondly, the fourth respondent is not a signatory to either the Share Purchase Agreement or the Employment Agreement and, therefore, is not a necessary party to the present proceedings. Accordingly, learned counsel sought dismissal of the petition.

6. Heard the learned counsel for the parties and perused the petition papers.

7. It is not in dispute that the first petitioner has purchased the entire shareholding in the second

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petitioner–Company in which respondent Nos.1 to 3 were the shareholders. In this regard, the parties entered into a Share Purchase Agreement dated 02.11.2021. The said Agreement contains clauses relating to non-compete, non-solicitation and confidentiality.

8. The principal allegation of the petitioners is that, despite having entered into the Share Purchase Agreement, respondent Nos.2 and 3, in contravention of the terms and conditions stipulated therein, have established the fourth respondent–Company, and have provided first respondent's address during its incorporation, which is detrimental to the interests of the second petitioner–Company.

9. Though similar clauses relating to non-compete, non-solicitation and confidentiality are also incorporated in the Employment Agreement, the grievance of the petitioners arises out of the alleged breach of the terms and conditions of the Share Purchase Agreement.

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Accordingly, the petitioners have rightly invoked the arbitration clause contained in Clause 20.2 of the Share Purchase Agreement.

10. Insofar as the contention of the respondents that the Employment Agreement supersedes all prior agreements is concerned, the said clause is applicable only to the earlier Employment Agreement and does not supersede the Share Purchase Agreement. Therefore, as the dispute arises out of the Share Purchase Agreement, the petitioners have validly invoked the arbitration clause contained therein, which stipulates Bengaluru as the seat of arbitration. Consequently, this Court has jurisdiction to entertain the present petition and exercise its powers under Section 11(6) of the Arbitration and Conciliation Act, 1996.

11. Insofar as the fourth respondent is concerned, prima facie, the fourth respondent is not a necessary party to the present proceedings. However, the same shall not

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preclude the petitioners from filing an appropriate application before the learned Arbitrator seeking impleadment of the fourth respondent in the arbitral proceedings. If such an application is filed, the learned Arbitrator shall consider the same in accordance with law.

12. Accordingly, the following order is passed:

ORDER

a) Civil Miscellaneous Petition is allowed.

b) The Hon'ble Mr.Justice Raghvendra S. Chauhan, Former Chief Justice, High Court of Uttarakhand and High Court of Telengana, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation Centre (Domestic & International), Bengaluru, as per the Rules governing the said Arbitration Centre.

c) All the claims and contentions of the parties are left open.

d) Registry is directed to communicate this order via e-mail to the Arbitration and Conciliation Centre (Domestic & International), Khanija

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Bhavan, Bengaluru, and also to Hon'ble Mr.Justice Raghvendra S.Chauhan.

e) Registry is directed to return all the original documents produced by any of the parties after obtaining Photostat copies of the same.

f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on 19.11.2026 at 11:30 a.m.

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(H.T. NARENDRA PRASAD)
JUDGE

CM
LIST NO.: 1 SL NO.: 10