



CNR: KAHC010421312026

NC: 2026:KHC:54706
CMP No. 311 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF OCTOBER, 2026

BEFORE

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

CIVIL MISC. PETITION NO. 311 OF 2026

BETWEEN:

1. MRS. GAYATHRI KUMAR
W/O VINAY NELLAGI
AGED ABOUT 40 YEARS
NOW R/AT NO. 49, 3RD CROSS
1ST MAIN ROAD, RAMANNA GARDEN
VIDYARANYAPURA
BENGALURU – 560097.
2. MR. MALLIKARJUN NELLAGI
S/O OF LATE SHIVASHARANAPPA
AGED ABOUT 75 YEARS
R/AT NO. 49, 3RD CROSS
1ST MAIN ROAD, RAMANNA GARDEN
VIDYARANYAPURA, BENGALURU – 560097.

...PETITIONERS

(BY SRI. B M SUDESH., ADVOCATE)

AND:

1. START 2 SCALE VENTURES LLP
NO. 44A, 3RD FLOOR, DATTA PRABHAS
1ST MAIN, 3RD PHASE, JP NAGAR
BENGALURU – 560078
REP. BY ITS DESIGNATED PARTNER
MR. B.V. NAIDU.
2. TEKXQQ DIGITAL SOLUTIONS
PRIVATE LIMITED
(EARLIER NAMED COGNIMINDS
PRIVATE LIMITED), 3RD FLOOR

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HAREKOPPA THIMMANNA GOWDA





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DATTA PRABHAS, 44/A, 1ST MAIN
3RD PHASE, J.P. NAGAR
BENGALURU – 560078
REP. BY ITS DIRECTOR
MR. PRANAY BANDARU

...RESPONDENTS
(BY SRI. VINAY KUMAR P., ADVOCATE FOR R1 & R2)

THIS CMP IS FILED UNDER SECTION 11(6) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT AN ARBITRATOR AS PER CLAUSE 11.2 OF THE SHARE PURCHASE AGREEMENT DATED 16.02.2024 AT ANNEXURE - B TO ADJUDICATE THE DISPUTES BETWEEN THE PARTIES AND GRANT SUCH OTHER AND FURTHER RELIEFS AS MAY BE JUST AND NECESSARY ON THE FACTS AND CIRCUMSTANCES OF THE ABOVE CASE IN THE INTEREST OF JUSTICE AND EQUITY.

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

1. 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 16.02.2024, particularly in terms of Clause 11.2 thereof, produced at Annexure-B.

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2. The brief facts of the case are that the petitioners were the promoters and subscribers of CogniMinds Private Limited, incorporated on 21.05.2021 under the Companies Act, 2013, which was subsequently renamed as TEKXQQ Digital Solutions Private Limited. The petitioners entered into a Share Purchase Agreement dated 16.02.2024 with the respondents, under which respondent No.1-Start 2 Scale Venture LLP acquired 90% of the shares of the company from the petitioners. As per the terms of the Share Purchase Agreement, certain amounts were payable by the respondents to the petitioners. As the respondents failed to comply with their obligations despite repeated requests, the petitioners issued a legal notice dated 14.04.2025. The respondents, instead of complying with the demand, issued a notice dated 24.05.2025 seeking mediation. Though the parties participated in mediation on 28.06.2025, the dispute remained unresolved.



CNR: KAHC010421312026

3. As the disputes arose between the parties in relation to the said Share Purchase Agreement, the petitioner, invoking the arbitration clause contained therein, issued a notice dated 21.07.2025, vide Annexure-C, to the respondent under Section 21 of the Act. The same was served on the respondents. The said arbitration clause 11.2 reads as under:

"11.2 ARBITRATION

(a) If any dispute, controversy or claim among the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity hereof ("Dispute"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If a Party gives the other Parties notice that a Dispute has arisen (a "Dispute Notice") and the Parties are unable to so resolve the Dispute amicably within 15 (Fifteen) days of the date of service of the Dispute Notice (or such longer period as the Parties may mutually agree prior thereto), then the Dispute shall be referred to and finally resolved by a sole arbitrator mutually appointed by the Parties to the Dispute. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any



CNR: KAHC010421312026

statutory amendment or re-enactment thereof, for the time being in force. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English.

(b) The Parties shall bear their own legal and other costs and expenses necessary to the Dispute, which has been submitted to arbitration in accordance with this Clause 11.2., without prejudice to the arbitrator's right to award costs or require any Party to the arbitration to pay the costs and expenses of another Party thereto.

(c) Any arbitration proceeding hereunder shall be conducted on a confidential basis.

(d) Subject to the foregoing, the courts at Bangalore shall have jurisdiction."

4. The respondents sent a reply dated 30.07.2025 vide Annexure-D to the said notice. Being dissatisfied with the reply, the present petition is filed seeking appointment of a sole Arbitrator.

5. The learned counsel for the respondents submits that respondents have no objection to the appointment of sole



Arbitrator and all the contentions of the parties may be left open.

6. Having regard to the existence of the arbitration clause contained in the Share Purchase Agreement, which provides for resolution of disputes arising between the parties, and the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Shri Murari Ashok Parashuram, retired District Judge 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,



CNR: KAHC010421312026

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 Bhavan, Bengaluru, and also to the learned Sole Arbitrator.
- 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 **30.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE