$~27

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of Decision: 24th September, 2026***

\# **CNR No. DLHC010457602026**

\+ ARB.P. 1714/2026

FOUNDATION FOR INNOVATION AND RESEARCH IN SCIENCE AND TECHNOLOGY FIRST .....Petitioner

Through: Mr. Abhishek Gupta with Mr. Abhishek Pachauri and Mr. A.S. Vamsi Krishna, Advocates.

versus

DEEP ALGORITHMS PVT LTD & ANR. .....Respondents

Through: Mr. Surya Prakash with Mr. Kartikey Kaushik, Advocates for respondent No.1.
Mr. Shreyas Mehrotra with Mr. Rohan Malik, Advocates for respondent No.2.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

I.A. 26442/2026 (exemption)

Exemption allowed subject to all just exceptions.

I.A. 26443/2026 (for condonation of delay in re-filing)

For the reasons stated in the application, the application is allowed and the delay in re-filing is condoned.

ARB.P. 1714/2026

1. The present petition has been filed under Section 11(6) of *Arbitration & Conciliation Act, 1996* (hereinafter referred to as '*the Act*') and seeks appointment of an Arbitrator to adjudicate the disputes between the parties.

2. Admittedly, a *Share Purchase Agreement* was executed on 27.01.2025. It was between petitioner herein and respondent No.2 Sh. Jyoti Prakash Mishra, in his individual capacity. The petitioner had sold 500 equity shares representing 5% of the paid-up share capital of *Deep Algorithms Pvt. Ltd.* (respondent No.1 herein) to Sh. Jyoti Prakash Mishra at a price of Rs.7,400/- per share for a total value of Rs.37 lacs. The agreement contained a clause with respect to adjustment, which reads as under:-

> *"**7.2. Adjustment for Subsequent Transactions:** In the event that, for a period of 18 (eighteen) month from the Execution Date, the Purchaser, being an individual, sells, transfers, or otherwise disposes of any shares of the Company held by them, or acquires any additional shares of the Company, at a price exceeding the Price per Sale Share paid to the Seller ("**More Favorable Price**") for the Sale Shares under this Agreement, the Purchaser shall be obligated to pay to the Seller an amount equal to the difference between:*
> *(a) the More Favorable Price; and*
> *(b) the Price per Sale Shares originally paid to the Seller under this Agreement."*

3. According to petitioner, the differential amount has not been paid to the petitioner despite the fact that the shares were sold by Sh. Jyoti Prakash Mishra. It is contended that in view of said breach committed by Sh. Jyoti Prakash Mishra, they were compelled to send a legal notice. As per subsequent notice dated 28.04.2026, the differential amount is Rs.4,92,25,000/-. It is submitted that despite such notices, no steps have been taken to remedy the breach in question. He also refers to Dispute Resolution clause contained in the abovesaid agreement which reads as under:-

> *"**12.3 Dispute Resolution***
> *(a) Any dispute ("Dispute") arising out of or in connection with this contract,· including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute or by an arbitrator appointed by a competent court, in accordance with the Arbitration and Conciliation Act, 1996, for the time being in force. Any*

decision made by the arbitrator shall be final, binding and conclusive on the Parties and entitled to be enforced to the maximum extent permitted by law and entered in any court having jurisdiction with respect to the relevant subject matter of enforcement.
(b) The seat and venue of the arbitration shall be New Delhi, India.
(c)The language of the arbitration shall be English."

4. Learned counsel for respondent No.1 Company and learned counsel for respondent No.2 Sh. Jyoti Prakash Mishra appear on advance notice and without prejudice to their rights and contentions, accept notice. It is, however, submitted that the agreement is, clearly, between the petitioner and Sh. Jyoti Prakash Mishra and there was no reason or occasion to have impleaded the company in the present proceedings.

5. Learned counsel for respondent No.2/Sh. Jyoti Prakash Mishra also contends that there is no violation of the abovesaid clause 7.2 and nothing is payable. According to him, the shareholding remains same and unchanged.

6. However, during course of the arguments, learned counsel for respondent No.2 contended that though there is no dispute which needs to be referred to arbitration, he, keeping in mind the limited scope of the present petition, while reserving his all rights and contentions, would have no objection to such reference.

7. In view of the above and with the consent of learned counsel for the petitioner and respondent No.2, the petition stands allowed and disposed of with the following directions:-

i) The disputes between petitioner and respondent No.2 concerning said agreement dated 27.01.2025 are referred to arbitration.

ii) Mr. G.P. Mittal, former Judge of this Court is appointed as Sole Arbitrator to adjudicate the same.

iii) The arbitration will held under the aegis of Delhi International

Arbitration Centre, New Delhi (DIAC) and would be governed by the Rules of DIAC.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the Act* prior to entering into the reference.

v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

(MANOJ JAIN)
JUDGE

SEPTEMBER 24, 2026/st/js