



2026:DHC:1811



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

**Date of Decision: 27.02.2026**

+ O.M.P.(I) (COMM.) 65/2026 & I.A. 4243/2026 (For File Documents in a Pen drive)

**GYANLIVE EDUCATION PRIVATE LIMITED & ORS.**

.....Petitioners

Through: Mr. Ankit Jain, Senior Advocate along with Mr. Sameer Jain, Mr. Devashish Marwah, Ms. Natasha K., Mr. Vivek and Mr. Eish, Advocates.

versus

**MR. MAHESHBHAI A. AHAJOLIYA & ANR.**

.....Respondents

Through: Mr. Rajeshwari Hariharan, Ms. Garima Joshi and Ms. Sawani Chothe, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

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**JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996**<sup>1</sup> seeking the following reliefs:

- “.....
- (i) Grant an *ex-parte ad-interim* injunction restraining the Respondent No. 1 and/or anyone acting on his behalf, from entering into and providing online services (through YouTube/Instagram/other social media platforms) to Gyan Academy and/or any other competing third party entity as mandated under the terms of the Settlement Agreement;

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<sup>1</sup> The Act



- (ii) Grant an *ex-parte ad-interim* injunction restraining the Respondent No. 1 and/or anyone acting on his behalf from conducting courses, promoting the business and conducting classes on the mobile application of Gyan Academy and/or any other competing third party entity as mandated under the terms of the Settlement Agreement;
- (iii) Grant an *ex-parte ad-interim* injunction directing the Respondent No. 1 and/or anyone acting on his behalf to take down/ delist/ delete/ remove any video, posters/ flyers/ posts/ images/ etc. in any material form, from all the platforms including but not limited to YouTube Channels and Social Media Handles of Gyan Academy, which are violative of the terms of the Settlement Agreement;
- (iv) Pass such other orders as this Hon'ble Court may deem fit in the interests of justice.”

The reliefs as sought are premised on the non-compete clause in the **Settlement Agreement dated 09.06.2025<sup>2</sup>** and which reads as follows:

“.....

**9. NON-COMPETITION AND NON-SOLICITATION OBLIGATIONS OF THE SELLER**

- 9.1 The Seller and Seller's Affiliate undertake that they shall not enter into or invest in any online competing business similar to the Business of the Company (i) for a period of 3.5 years from the Closing Date; or (ii) till the exit of Founder 2, whichever is later.”

2. Though the reliefs as framed in the petition are couched in expansive terms, learned Senior Counsel appearing for the Petitioners, during the course of arguments and on instructions, submits that the principal grievance of the Petitioners pertains to the conduct of live classes by the Respondents through the Mobile Application of Gyan Academy and through YouTube in relation to certain competitive examinations, *namely*, **Teacher Aptitude Test (Higher Secondary)-**

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<sup>2</sup> Settlement Agreement



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**2026<sup>3</sup>** (to be held on 29.03.2026 and May 2026), **Teacher Aptitude Test (Secondary)-2026<sup>4</sup>** (to be held on 26.04.2026 and June 2026) and **Teacher Eligibility Test (I)-2026<sup>5</sup> & Teacher Eligibility Test (II)-2026<sup>6</sup>** (dates to be notified). The Petitioners, therefore, confine their prayer to the aforesaid limited relief.

3. Ms. Rajeshwari Hariharan, learned counsel appearing for the Respondents, submits that such restriction of the relief was not articulated in the petition as originally filed and, therefore, she has not had the opportunity to place a formal reply addressing the limited relief now sought. She has, however, handed over certain documents across the Bar to contend that the Mobile Application in question was operational even prior to the Settlement Agreement, and that the YouTube channels relied upon by the Petitioners were also in existence prior to the said Settlement Agreement.

4. The attention of this Court is also drawn to **Document No. 8**, comprising printouts of YouTube and Instagram videos dated 03.02.2026, 05.02.2026 and 06.02.2026, particularly the video forming the subject matter of I.A. 4243/2026.

5. This Court has viewed the contents of the said video, which clearly indicates that the Respondents proposed to commence the conduct of live classes for the aforesaid examinations from 05.02.2026.

6. In view of the categorical representation in the said video regarding the commencement of live classes, it *prima facie* appears that such conduct would be in violation of the Settlement Agreement

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<sup>3</sup> TAT (HS)

<sup>4</sup> TAT (S)

<sup>5</sup> TET (I)

<sup>6</sup> TET (II)



entered into between the parties.

7. In view of the same, this Court is of the view that the limited relief as now pressed by the Petitioners, namely the interdiction of live classes through YouTube or the Mobile Application in respect of the aforesaid examinations, deserves to be granted.

8. Accordingly, the Respondents are directed not to conduct live classes for the said examinations through the aforesaid platforms. It is, however, clarified that this order shall not preclude the Respondents from uploading or disseminating pre-recorded videos on YouTube, Instagram or any other social media platform.

9. At this stage, learned counsel appearing for the parties submit that they are *ad idem* that the disputes between them may be referred to arbitration for adjudication. It is further submitted that, although the agreement dated 27.02.2024 provides for arbitration by a three-member tribunal, the parties, by mutual consent, waive the said stipulation and request that the disputes be referred to arbitration before a Sole Arbitrator.

10. In view of the consensus regarding the appointment of an Arbitrator, the parties expressly waive the requirement of issuance of a formal notice under Section 21 of the Act, as well as the necessity of filing a Petition under Section 11 of the Act.

11. In view thereof, this Court is of the view that the matter may be referred to arbitration for the purpose of the resolution of disputes between the parties.

12. Accordingly, this Court hereby requests **Ms. Haripriya Padmanabhan, Senior Advocate (Mobile No. 9891078222)**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

13. The learned Sole Arbitrator may proceed with the arbitration



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proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

14. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

15. The parties shall share the learned Sole Arbitrator's fee and arbitral costs equally.

16. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

17. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

18. The present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

19. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.

20. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

21. The present Petition along with pending Application(s), if any, stands disposed of in the aforesaid terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**FEBRUARY 27, 2026/tk/kr**