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

+ **EFA(COMM) 7/2023 and CM APPL. 40058/2023**

SANDEEP BHARDWAJ

..... Appellant

Through: Mr M.P. Bhargava and Dr Anurag
Bhardwaj, Advocates.

versus

KOTAK MAHINDRA BANK LTD.

..... Respondent

Through: Ms Sandhaya Chawla, Advocate

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

04.03.2024

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1. The learned counsel appearing for the respondent states that she has instructions that the respondent will not proceed with the execution and the arbitral award be set aside. The present appeal arises out of an order dated 19.07.2023 whereby, the appellant's objections that the arbitral award sought to be enforced was *non-est* and was liable to be set aside, was rejected. The learned Commercial Court had rejected the contention on the ground that the petition under Section 34 of the Arbitration and Conciliation Act, 1996 was not maintainable.

2. It is the appellant's case that the award was rendered by an arbitrator, who was appointed unilaterally without reference or concurrence of the appellant and therefore, the award rendered was unenforceable.

3. In view of the statement made by the learned counsel for the respondent, the impugned order is set aside. The execution proceedings [*Execution (Comm.) 3/2023* captioned *Kotak Mahindra Bank Ltd. v.*



Sandeep Bhardwaj, decided on 19.05.2023) is also terminated.

4. The appeal is disposed of in the aforesaid terms. The pending application is also disposed of.

VIBHU BAKHRU, J

TARA VITASTA GANJU, J

MARCH 04, 2024
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