

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

NOTICE NO. 282 OF 2025

IN

EXECUTION APPLICATION NO. 149 OF 2022

**ANAND
SUDHAKAR
SUDAME**

HDB Financial Services Ltd.

..Applicant

Versus

Oscar Yadav

..Respondent

Digitally signed
by ANAND
SUDHAKAR
SUDAME

Date:
2026.02.04
18:52:24 +0530

WITH

NOTICE NO. 330 OF 2025

IN

EXECUTION APPLICATION NO. 395 OF 2022

HDB Financial Services Ltd.

..Applicant

Versus

Green Apple Design Pvt. Ltd. & ors.

..Respondents

WITH

NOTICE NO. 332 OF 2025

IN

EXECUTION APPLICATION NO. 394 OF 2022

HDB Financial Services Ltd.

..Applicant

Versus

K. D. Super Market & anr.

..Respondents

WITH

NOTICE NO. 335 OF 2022

IN

EXECUTION APPLICATION NO. 341 OF 2022

HDB Financial Services Ltd. ..Applicant

Versus

Ganesh Suppliers & ors. ..Respondents

WITH
NOTICE NO. 339 OF 2025
IN
EXECUTION APPLICATION NO. 357 OF 2022

HDB Financial Services Ltd. ..Applicant

Versus

Deepak Kailash Singh & anr. ..Respondents

WITH
NOTICE NO. 340 OF 2025
IN
EXECUTION APPLICATION NO. 397 OF 2022

HDB Financial Services Ltd. ..Applicant

Versus

Rudraksh Telecom & ors. ..Respondents

WITH
NOTICE NO. 401 OF 2025
IN
EXECUTION APPLICATION NO. 772 OF 2022

HDB Financial Services Ltd. ..Applicant

Versus

Suendra Singh & anr. ..Respondents

None present

CORAM : RAJESH S. PATIL, J.

DATE : 03.02.2026

P. C.

- 1) None appears for the applicant when the matter is called out.
- 2) From the proceedings, it can be gathered that the appointment of the sole arbitrator was unilateral.
- 3) I have taken a view in the judgment of **L & T Finance Ltd. vs. Sangeeta Bhansali & Anr. in Commercial Execution Application (L) No. 5277 of 2022**, considering the latest judgment of the Supreme Court decided on 5 January, 2026, in the matter of ***Bhadra International (India) Pvt. Ltd. and others vs. Airport Authority of India***, Civil Appeal No. 37-38 of 2026, wherein it has been held that even at the stage of execution, an arbitral award can be set aside being *void-ab-initio* on the grounds that the appointment of the arbitrator was unilateral.
- 4) In view of the aforesaid judgment, the arbitral awards in the present proceeding passed by the sole arbitrator are hereby declared to be non-est in law, non-executable and *void-ab-initio*.
- 5) **Execution Application** along with **Notice** stand **dismissed**.
- 6) In sequel, **the Interim Applications**, if any, also stand **disposed of**.
- 7) It shall be open for the parties to initiate fresh arbitration proceedings in accordance with law.

8) As far as limitation is concerned, the period from the invocation of the arbitration till today shall stand excluded for the purpose of initiating fresh arbitration proceedings.

(RAJESH S. PATIL, J.)