

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

NOTICE NO. 310 OF 2025

IN

EXECUTION APPLICATION NO. 30 OF 2022

ANAND
SUDHAKAR
SUDAME

Axis Bank Ltd.

..Claimant

Versus

Digitally signed by Mahesh Gopal Vaity/Shivam Enterprises

..Respondent

ANAND
SUDHAKAR
SUDAME

WITH

NOTICE NO. 321 OF 2025

IN

EXECUTION APPLICATION NO. 59 OF 2022

Date: 2026.02.10
11:15:06 +0530

SBI Cards And Payments Services Pvt. Ltd.

..Claimant

Versus

Jiteen/Dawar

..Respondent

WITH

NOTICE NO. 322 OF 2025

IN

EXECUTION APPLICATION NO. 57 OF 2022

SBI Cards And Payments Services Pvt. Ltd.

..Claimant

Versus

Jayant A/ Sawant

..Respondent

WITH

NOTICE NO. 328 OF 2025

IN

EXECUTION APPLICATION NO. 58 OF 2022

SBI Cards And Payments Services Pvt. Ltd. ..Claimant

Versus

Muralidharan/P ..Respondent

WITH
NOTICE NO. 377 OF 2025
IN
EXECUTION APPLICATION NO. 56 OF 2022

SBI Cards And Payments Services Pvt. Ltd. ..Claimant

Versus

Prashant V/ Pirale ..Respondent

WITH
NOTICE NO. 537 OF 2025
IN
EXECUTION APPLICATION NO. 29 OF 2022

Axis Bank Ltd. ..Claimant

Versus

Bharati Tuusiram Darvesh ..Respondent

WITH
NOTICE NO. 538 OF 2025
IN
EXECUTION APPLICATION NO. 36 OF 2022

Axis Bank Ltd. ..Claimant

Versus

Sarfasan N. Khan ..Respondent

WITH
NOTICE NO. 549 OF 2025
IN
EXECUTION APPLICATION NO. 96 OF 2022

SBI Cards And Payments Services Pvt. Ltd. ..Claimant

Versus

Vinod D. More ..Respondent

WITH
NOTICE NO. 550 OF 2025
IN
EXECUTION APPLICATION NO. 55 OF 2022

SBI Cards And Payments Services Pvt. Ltd. ..Claimant

Versus

Manoj S. Sodaye ..Respondent

None present

CORAM : RAJESH S. PATIL, J.

DATE : 06.02.2026

P. C.

- 1) None appears for the claimants when the matters are 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 proceedings 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.)