

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

36 N/296/2025

In

EXA/455/2021

SBI CARDS AND PAYMENTS SERVICES LTD.

VS

A D THAKKAR

WITH

37 N/306/2025

In

EXA/410/2021

SHRIRAM CHITS (MAH) LTD.

VS

SANJIV SHANTIKUMAR DESAI S/O. SHANTIKUMAR DESAI

WITH

38 N/308/2025

In

EXA/31/2022

AXIS BANK LTD.

VS

DARSHANA UDAY DALVI

WITH

39 N/309/2025

In

EXA/33/2022

AXIS BANK LTD.

VS

MANDEEP JAGIR SINGH

WITH

40 N/311/2025

In

EXA/7/2022

AXIS BANK LTD.

VS

AMISH AMRATLAL SHAH

WITH

41 N/342/2025

In

EXA/325/2022

KOTAK MAHINDRA BANK LTD.,

VS

ROHIDAS BHANDARE

WITH

42 N/343/2025

In

EXA/365/2022

KOTAK MAHINDRA BANK LTD.

VS

KALPESH GIRISH SAMANI

WITH

43 N/344/2025

In

EXA/369/2022

KOTAK MAHINDRA BANK LIMITED

VS

SHARMILA NILESH PANCHAL

WITH

44 N/350/2025

In
EXA/158/2022
INDIA INFOLINE FINANCE LIMITED
VS
MOHAMMED ABDUL REHMAN AND ANR.

WITH
45 N/352/2025
In
EXA/156/2022
INDIA INFOLINE FINANCE LIMITED
VS
ROUSHAN RAJENDRA JHA AND ANR

WITH
46 N/357/2025
In
EXA/401/2022
KOTAK MAHINDRA PRIME LTD.
VS
NEHA VITHAL NAGAR AND ANR.

WITH
47 N/358/2025
In
EXA/402/2022
KOTAK MAHINDRA PRIME LTD.
VS
VEDOBROTO ASHA PRADDEP ROY

WITH
48 N/359/2025
In
EXA/403/2022
KOTAK MAHINDRA PRIME LTD.

VS
HARSHRAJ CHANDRASHEKAR PUTHRAN

None for the Applicant.

CORAM : RAJESH S. PATIL, J.

DATE : 5th FEBRUARY, 2026

PC. :-

1) None appears for the applicant when the matters are called out.

2) These Notices are filed under the provisions of Order XXI, Rule 22 of the Code of Civil Procedure, in the year 2025.

3) From the proceedings, it can be gathered that the appointment of the sole arbitrator was unilateral.

4) 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, arbitral award can be set aside being *void-ab-initio* on the grounds that the appointment of the arbitrator was unilateral.

5) In view of the aforesaid judgment, the arbitral award in the present proceeding passed by the sole arbitrator is hereby declared to be non-est in law, non-executable and *void-ab-initio*.

6) **Execution Application** stands **dismissed**.

7) In sequel, **Notices & the Interim Applications**, if any, also stand **disposed of**.

8) It shall be open for the parties to initiate fresh arbitration proceedings in accordance with law.

9) 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.)