

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

**NOTICE NO. 559 OF 2025
IN
EXECUTION APPLICATION NO. 1252 OF 2022**

**ANAND
SUDHAKAR
SUDAME**

Shriram City Union Finance Ltd. ..Claimant

Versus

Chandrakant D. Velonde ..Respondent

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by ANAND
SUDHAKAR
SUDAME

**WITH
NOTICE NO. 561 OF 2025
IN
EXECUTION APPLICATION NO. 1256 OF 2022**

Date:
2026.02.04
19:02:03 +0530

Shriram City Union Finance Ltd. ..Claimant

Versus

Santosh Dilip Shinde & anr. ..Respondents

**WITH
NOTICE NO. 562 OF 2025
IN
EXECUTION APPLICATION NO. 1254 OF 2022**

Shriram City Union Finance Ltd. ..Claimant

Versus

Sumedh Adinath Hirve & anr. ..Respondents

**WITH
NOTICE NO. 564 OF 2025
IN
EXECUTION APPLICATION NO. 1255 OF 2022**

Shriram City Union Finance Ltd. ..Claimant

Versus

Sakpal Vijay Jalindar

..Respondent

WITH
NOTICE NO. 643 OF 2025
IN
EXECUTION APPLICATION NO. 1441 OF 2022

Shriram City Union Finance Ltd.

..Claimant

Versus

Shoukatali Akbarali Khan

..Respondent

Mr. Mohan Raut i/b. Mr. Vishal Narkar, Advocates, for the Applicant

CORAM : RAJESH S. PATIL, J.

DATE : 03.02.2026

P. C.

1) Mr. Raut, learned counsel appearing for the claimant submits that the execution proceedings arise out of an Arbitral Award, where the Arbitrator's appointment was unilateral. Hence, he on instructions of his client seeks leave to withdraw the present execution applications, with liberty to initiate fresh arbitration proceedings.

2) 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.

3) Leave and liberty as prayed for, is granted.

3.1) The Arbitral Awards which are subject matter of the present proceedings are hereby declared to be non-est in law, non-executable and *void-ab-initio*.

4) **Execution Application** along with **Notice** stand **disposed of** as withdrawn.

5) In sequel, **the Interim Applications**, if any, also stand **disposed of**.

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

7) 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.)